

**MINUTES OF MEETING  
OAKSTEAD COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Oakstead Community Development District was held on Tuesday, October 17, 2006 at 2:30 p.m. at the Oakstead Clubhouse, 3038 Oakstead Boulevard, Land O'Lakes, Florida.

Present and constituting a quorum were:

Barbara Feldman	Chairman
John Witmer	Vice Chairman
Ken Jones	Assistant Secretary
Mark Sifford	Assistant Secretary

Also present were:

Bob Fernandez	District Manager
Mark Straley	Attorney
David Lapidés	Bond Counsel
Tonja Stewart	Engineer
Tommy Medlock	OLM, Inc.
Mario Grasso	Field Manager
Nancy Intini	Park Director
Several Residents	

*The following is a summary of the discussions and actions taken at the October 17, 2006 Board of Supervisors meeting.*

**FIRST ORDER OF BUSINESS**

**Call to Order and Roll Call**

Ms. Feldman called the meeting to order and Mr. Fernandez called the roll.

**SECOND ORDER OF BUSINESS**

**Consent Agenda**

**A. Approval of the Minutes of the September 12, 2006 Meeting**

**B. Approval of the August and September 2006 Financials Statements**

Ms. Feldman stated each Board member received a copy of the minutes of the September 12, 2006 meeting and requested any additions, corrections or deletions.

There not being any,

On MOTION by Mr. Sifford seconded by Mr. Jones with all in favor the minutes of September 12, 2006 were approved.
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Mr. Witmer noted the \$52,000 check from DEVCO for connection to the stormwater system was received in August but was reflected in the September financials as additional income. As previously discussed, \$50,000 of it should be designated to the asset replacement and maintenance reserve account created for the 2007 budget.

On MOTION by Mr. Witmer seconded by Mr. Jones with all in favor \$50,000 was designated to the SBA account for asset replacement and maintenance reserve.

Mr. Witmer stated Oakstead ended fiscal year 2006, which ended September 30<sup>th</sup>, in a very strong financial position. The Board stayed within the approved budget and did much better than expected. There was more than \$280,000 in the bank account at year's end. The gap funding of \$150,000 was added last year to cover the October, November and December period before tax revenues come in. The remaining \$130,000 will be carried forward into fiscal year 2007.

On MOTION by Mr. Sifford seconded by Ms. Feldman with all in favor the August and September 2006 financial statements were approved.

**THIRD ORDER OF BUSINESS**

**Manager's Report**

Mr. Fernandez introduced Mr. Medlock of OLM to make the recommendation for the landscape contract.

Mr. Medlock stated he worked with Mr. Grasso and Mr. Heath to put together the best possible operating specifications for landscape maintenance. There was an on-site pre-bid meeting with potential bidders on September 28<sup>th</sup>. A memo dated October 12, 2006 from Mr. Medlock to Mr. Fernandez referenced the companies who met all the requirements. OLM submitted the bid summary to Severn Trent which is attached hereto and will be made part of the official record. OLM felt any of the bidding companies were capable of meeting or exceeding the landscape maintenance expectations of the community. The comparisons were made on current base services. Supplemental pricing information was provided for additional services outside of the operating budget. Mr. Medlock recommended the choice be made on the base bid and negotiations could be made with the chosen contractor to get competitive pricing on supplemental items.

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Mr. Medlock further explained various aspects to the bids. He indicated the contract would be a one year service agreement with the option to renew at the committed price.

Mr. Fernandez advised the law obligates the CDD to accept the lowest responsive and responsible bidder. Through the review he conducted, Mr. Medlock determined the lowest bidder is responsible and responsive.

On MOTION by Mr. Witmer seconded by Ms. Feldman with all in favor TruGreen Landcare was selected as the lowest responsive and responsible contractor to perform the landscaping work.

Ms. Feldman indicated the dates of the contract would be November 1, 2006 through September 30, 2007. Mr. Grasso, Mr. Heath and Mr. Hickson will visit TruGreen's site within 10 days.

Mr. Fernandez presented the OLM contract for landscape maintenance inspection. For a fee, OLM will monitor the work of the landscaping company and determine whether or not the specifications are being met. They will implement the performance standards in the contract. The proposed amount for the service is \$1,500 per month. The service was provided for in the budget for fiscal year 2007.

On MOTION by Mr. Sifford seconded by Mr. Jones with all in favor the OLM agreement to perform monthly landscape inspections for \$1,500 per month was approved.

**FOURTH ORDER OF BUSINESS**

**Attorney's Report**

Mr. Straley reported the issue discussed at the September meeting, the resident who wants to maintain District owned land which is behind their house, was resolved.

Mr. Fernandez added the driveway pavers issue, previously raised by residents, concluded in the determination the HOA standards also apply to the adjacent CDD property. The CDD owns the property from the street to the farthest end of the sidewalk and the rest of the property falls under the HOA's jurisdiction. The HOA standards apply for the entire length of the driveway, all the way to the street.

Mr. Straley advised the CDD owns the property. As an example, if the owner of the property said they do not want brick pavers on the aprons, it could be prohibited even if the HOA said it was fine.

Mr. Witmer stated it was an issue to be discussed at the joint meeting with the CDD and HOA which has not been scheduled yet.

Mr. Straley stated both the HOA and CDD have jurisdiction on the issue. The CDD has it because it is CDD owned property. As such, the Board can permit or prohibit pavers or decorative concrete, etc. The Board could also change their mind. They are not bound by any prior decision. In addition, if the Board were to say it is fine to lay brick pavers, as far as the CDD is concerned, there should be a caveat to alert people there may be a problem if the county has to replace a sewer line. It is still possible for the HOA to say they do not want it. If the HOA took that position, notwithstanding someone had CDD permission, the resident would be in hot water with the HOA.

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**FIFTH ORDER OF BUSINESS**

**Engineer's Report – Weymouth Drainage**

Ms. Stewart reported the following:

- Walden Green fixed the problem with a pipe but they said it was not a warranty item so they submitted an invoice. Ms. Stewart's documentation indicated it was still under warranty.
- There was another problem reported on Sheehan so she will look at it. They got confused over the Tanglewylde issue.

- The letter to Mr. Fernandez dated October 2, 2006 discusses the conclusions on the Weymouth drainage system as well as pond erosion. The letter is attached hereto and will be made part of the official record.
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Mr. Straley advised the property owners would need to be contacted to get permission before WilsonMiller can enter private property. He will provide a form letter to Ms. Stewart for her use in notifying the residents.

Ms. Feldman stated the results of the investigation are in. Once solutions are proposed, the CDD will decide what role they will play in the correction of the problem.

*The record will reflect Ms. Stewart left the meeting.*

**SIXTH ORDER OF BUSINESS**

**Consideration of Landscape Contract**

This item was addressed under the Manager’s Report.

**SEVENTH ORDER OF BUSINESS**

**Bond Project Budgeting**

Mr. Fernandez stated he was not able to get Mr. Draper’s synopsis in time for the meeting. The necessary details for a discussion will hopefully be available for the November meeting.

Mr. Witmer stated the bond money was received and is in the bank. When the documents were signed, U.S. Bank indicated the District can invest a portion of the money in order to earn a higher interest rate. If \$500,000 of the \$1.4 Million will not be needed for a year, it could be put into a 12 month higher-earning interest account.

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Mr. Witmer indicated the finance committee would meet on October 18<sup>th</sup> and bond budgeting will be a topic. He will report on their discussion and provide a project strategy at the November meeting.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Field Manager**

Mr. Grasso reported the following:

- There have been problems with pond maintenance. Aquagenix has not been performing well. Mr. Grasso wrote a termination letter and they will be gone at the end of October.
- American Ecosystems, Inc. provided a proposed contract for lake maintenance at a cost of \$2,024 per month which was less than Aquagenix and consisted of more services.

Mr. Tony Smith of American Ecosystems, Inc. gave a brief presentation. The company has been in business for 13 years and their office is less than a five minute drive from Oakstead. Their proposal provides for contractual visits with extra trips as needed for algae control. Contrary to current services, they supply preventative measures against algae as opposed to treating it on an as-needed basis. Additionally, there are no limitations on their chemicals; they have everything in their arsenal. The biologists on property would determine what treatment, if any, is needed on each of the monthly visits.

Mr. Straley stated the contract is not one the Board needs to bid out because of the dollar amount involved. He reviewed it during Mr. Smith’s presentation and nothing struck him as creating any kind of a problem.

On MOTION by Mr. Jones seconded by Mr. Witmer with all in favor the contract with American Ecosystems, Inc. at a cost of \$2,024 per month for 11 months with the modification to read CDD instead of HOA was approved.

**i. Design of Gate Signs**

Mr. Grasso distributed the pending design which entailed a beige background with “Oakstead orange” lettering. The size is eight by eleven inches and will be attached to the bars on both sides of the gates.

A discussion of the wording ensued which resulted in Mr. Straley advising the precise wording did not matter from a legal standpoint. His concern was the size of the letters. He will review the county sign ordinance to determine if the gate signs are subject to it.

Mr. Grasso reported these additional items:

- The missing letters on Ballastone should now be in place. Witnesses will not come forward on the young person suspected of causing the damage.

- The Marchmont gate damage is still under investigation by the police. Mr. Grasso has a piece of the headlight and parts of the vehicle.
- The Ashmonte call box was hit by a vehicle on October 11<sup>th</sup>. An invoice will be sent to the resident in the amount of \$145 to cover the repair.
- The motor shorted out on the Weymouth exit gate and it is under repair. A used motor from Brenford may be installed October 18<sup>th</sup>.

**ii. Cost Control on Village Security Gates**

Mr. Grasso presented Mr. Hickson's idea the charges for all repairs to gates in each village be separate and charged against the individual villages.

Mr. Sifford felt a reserve account could be established in the 2008 fiscal year budget for each village to cover damage, part replacement due to age or preventative maintenance.

Mr. Fernandez added an assessment would be placed on the accounts based upon the anticipated cost for each village. Each village would pay a different assessment.

Mr. Hickson stated the idea is to give responsibility to the people who live in the village.

Mr. Witmer stated he was not totally on board with the concept and was not sure it was a direction he wanted to go with the 2008 budget. While it is true some villages seem to have more problems than others, the people should not be held personally responsible for anything the CDD covered over the last four or five years.

Mr. Jones stated when people buy in the community, they should assume a certain accountability and responsibility as part of a civic pride and to maintain property values. He suggested an article be written for the newsletter and website to address the fact it is a residential responsibility to assist whenever possible. People in Oakstead have something to be proud of. A little bit of pride, respect and accountability, which starts with each resident in attendance, can be infectious.

Ms. Feldman felt it was not a bad idea to hold individuals accountable though a reserve fund is still an option.

Resident comments were heard on the issue.

Mr. Straley stated the District does not have any police power, they cannot arrest anyone. However, if District property is being damaged, they can certainly file a police complaint like any individual in Oakstead is able to. Certain damage can be a criminal offense. If it were deemed a criminal offense, the State Attorney is the person who would prosecute the offender. To the extent someone damages District property, the District may also have a civil claim against

someone for those damages. The Board could pursue it and either he would represent the District in the proceedings or someone else could be hired to do it. If found guilty in the State Attorney's case, restitution for damages may be ordered, but not necessarily. A civil claim is done under a cost benefit analysis as to whether it makes economic sense; attorney and court fees versus the cost of the actual damage.

Comments continued with opinions and ideas on how the gate situation could possibly be resolved.

Mr. Grasso addressed a pollution problem in the cypress swampy area in back of the pump station off of the boulevard. There are over 1,000 tires dumped in the area and it is a hazard. The mosquito controller discovered the problem. There are many tires buried in overgrowth and the area has become a "mosquito farm". It is an EPA violation and needs to be dealt with one way or another but the expense is currently unknown. If lightning strikes, there will be an inextinguishable fire with emanating toxic fumes. The property may be owned by DEVCO but it is not clear on the map.

Mr. Straley stated the owner of the property needs to be determined. If it is an internal commercial piece, it is still owned by a DEVCO entity. If it is on DEVCO property, it would be DEVCO's responsibility to clean it. The current owner has a responsibility to deal with it to the extent it is an environmental hazard caused by a prior owner. Although the current owner has the responsibility, there is recourse back through the chain of title to whoever originally did it. How feasible that process is to try and get them to do what they should do is another matter. If it is on District property, something needs to be done about it.

#### **B. Park Director – Returned Check Policy**

Ms. Intini reported the following:

- The policy was derived from several different places to meet the need.

Mr. Witmer stated he did not have a problem with it overall but would like to change some of the wording. Restricting the use of the clubhouse and facilities if a check is not redeemed is legitimate. He will work with Ms. Intini to improve the language of the policy.

On MOTION by Ms. Feldman seconded by Mr. Sifford with all in favor the returned check policy subject to Mr. Witmer's rewording was approved.

#### **C. Finance Committee**

Mr. Witmer stated a meeting was scheduled for 7:00 p.m. on October 18<sup>th</sup> in the clubhouse.

**D. Clubhouse Committee**

Ms. Intini reported the following:

- Ms. White resigned and Ms. Intini has taken over until someone else accepts the Chairperson position.
- Caribbean Night cost about 47 cents per household. Future events through the end of the year are listed in the newsletter.

Ms. Feldman stated the event was sold out with 180 tickets. She felt it was a terrific social event and a good time was had by all.

**E. Resident Council**

There not being any, the next item followed.

**F. Landscape Committee**

**iii. Recommendation of Landscape Architect**

Mr. Heath stated the committee made progress and spent a lot of time in considering the potential landscape architect. Of the four designers under consideration, he presented the proposal from the recommended firm, Cooper & Company, in the amount of \$7,000.

Mr. Sifford stated the District will not get a better service for \$7,000. He has known Mr. Cooper for a long time and he does great work. Mr. Sifford was confident the Board would be very pleased with what Mr. Cooper will design.

Mr. Heath noted the committee did not specifically speak to anyone on the CDD regarding an architect.

Ms. Feldman added her vote of confidence because of Mr. Heath and Mr. Sifford's recommendations. She felt it will get better than it is and nothing could damage what is currently there.

Mr. Heath stated the contract is very descriptive and outlines the services to include the front entrances, Oakstead Boulevard and the side roads attached directly to it. Inside the villages is off limits. The outside of each village entrance is included. The exception is Marchmont where the CDD common property extends through the gate up to the first two sets of homes.

Mr. Cooper stated in order to start his commission, he needs the landscape committee to provide what the Board is trying to accomplish overall and an estimated budget of what they are willing to spend on the project.

Mr. Heath made note the landscape committee now represents everyone because one or two people from each village are on the committee. The objective was to make sure the community in its entirety had a voice. If the proposal is accepted, the committee will meet with people from each of the villages to obtain input. Once an avenue of design is determined, the committee will present it to the Board for approval and then meet with Mr. Cooper to inform him of the decision.

On MOTION by Mr. Sifford seconded by Ms. Feldman with all in favor the \$7,000 contract with Cooper & Company to perform landscape design was approved.

Mr. Cooper advised it was generally a one to two month design process for actual design. Based on the estimated dollar figure, it may or may not have to be put out for bids.

Mr. Fernandez noted he asked Ms. Intini to advertise at the clubhouse the meetings for all committees so residents can participate as they see fit.

**i. Relocation of Evergreen Trees**

Mr. Heath distributed a letter from Mr. Graham Orr, a certified arborist, regarding the transplant of two large Cedar trees flanking the entrance to the clubhouse. The letter states the probability of survival after transplant is zero percent. They can be removed for \$875 which includes stump grinding. Mr. Heath volunteered to remove them at no cost. Plants would be added in their place to keep things neat and clean until the large scale renovation occurs.

On MOTION by Mr. Witmer seconded by Ms. Feldman with all in favor Mr. Heath was authorized to remove the two Southern Red Cedar trees at no cost to the District.

**ii. Arborist's Assessment of Option**

This was addressed in the previous item.

**G. Newsletter Committee**

Ms. Bilello reported the following:

- The first newsletter was a success. The only problem was with delivery but it will soon be taken care of.

- The post office told Ms. Intini the account from last year is still open and contains \$14.06. Ms. Intini requested checks from Severn Trent to be delivered by October 18<sup>th</sup>.
- The cost to renew the annual bulk permit is \$160 and the postage reserve is \$300. The next issue of the newsletter should be delivered via bulk mail.
- Several residents commented to Ms. Bilello it was the most professional newsletter seen in quite a while. Everyone is happy about it.

**NINTH ORDER OF BUSINESS**

**Supervisor's Requests**

Ms. Feldman introduced Ms. Diane Davis and Mr. Sal Paradisio who are candidates for Supervisor in the general election on November 7<sup>th</sup>.

A resident stated there will be early voting on October 23<sup>rd</sup> at the Pasco elections office.

A resident stated she was bombarded with people saying how happy they were with the newsletter.

Ms. Feldman requested information on the Sunshine Law for the November meeting.

Mr. Witmer stated there was a suggestion the CDD may be interested in accumulating email addresses of all residents. They would be kept in a CDD controlled database and used to send the newsletter or other events and happenings in the community. It is an item to consider to a future meeting.

Ms. Intini indicated there would be no cost savings by emailing the newsletter because of the routes and zones at the post office.

**TENTH ORDER OF BUSINESS**

**Audience Comments**

Ms. Bilello noted there will be a Halloween children's party at the clubhouse on October 29<sup>th</sup> from 5:00 p.m. to 7:00 p.m. Additionally, there will be a non-perishable food drive from November 1<sup>st</sup> through November 15<sup>th</sup> at the clubhouse. The food will be taken to the post office for distribution.

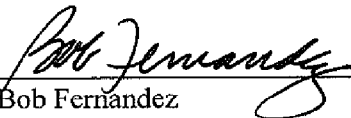
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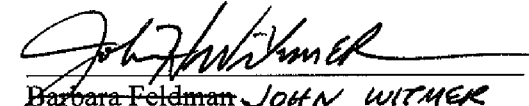
**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Sifford seconded by Ms. Feldman with all in favor the meeting was adjourned.

  
\_\_\_\_\_  
Bob Fernandez  
Secretary

  
\_\_\_\_\_  
~~Barbara Feldman~~ JOHN WITMER  
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Chairman Vice Chairman Assistant Secretary Assistant Secretary

District Manager Attorney Bond Counsel Engineer OLM, Inc.

Field Manager Park Director

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A discussion of the wording ensued which resulted in Mr. Straley advising the precise wording did not matter from a legal standpoint. His concern was the size of the letters. He will review the county sign ordinance to determine if the gate signs are subject to it.

Mr. Grasso reported these additional items:

- The missing letters on Ballastone should now be in place. Witnesses will not come forward on the young person suspected of causing the damage.

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- The Marchmont gate damage **is still under** investigation by the police. Mr. Grasso **has a piece** of the headlight and parts of the vehicle.
- The Ashmonte call box was hit by a vehicle on October 11<sup>th</sup>. An invoice will be sent to the resident in the amount of \$145 to cover the repair.
- The motor shorted out on the Weymouth **exit gate** and it is under repair. A used motor from Brenford may be installed October 18<sup>th</sup>.

#### **ii. Cost Control on Village Security Gates**

Mr. Grasso presented Mr. Hickson's idea the charges for all repairs to gates in each village be separate and charged against the individual **villages**.

Mr. Sifford felt a reserve account could be established in the 2008 fiscal year budget for each village to cover **damage**, part replacement due to age or preventative maintenance.

Mr. Fernandez added an assessment would be placed on the accounts based upon the anticipated cost for each village. Each village would pay a different **assessment**.

Mr. Hickson stated the idea is to give responsibility to the people who live in the village. Mr. Witmer stated he was not totally on board with the concept and was not sure it was a direction he wanted to go with the 2008 budget. While it is true **some villages** seem to have more problems than others, the people should not be held personally responsible for anything the CDD covered over the last four or five years.

Mr. Jones stated when people buy in the community, they should assume a certain accountability and responsibility as part of a civic pride and to maintain property values. He suggested an article be written for the newsletter and website to address the fact it **is a residential** responsibility to assist whenever possible. People in Oakstead have something to be proud of. A little bit of pride, respect and accountability, which starts with each resident in attendance, can be infectious.

Ms. Feldman felt it was not a bad idea to hold individuals accountable though a reserve fund is still an option.

Resident comments were heard on the issue.

Mr. Straley stated the District does not have any police power, they cannot arrest anyone. However, if District property is being damaged, they can certainly file a police complaint like any

individual in Oakstead is able to. Certain damage can be a criminal offense. If it were deemed a criminal offense, the State Attorney is the person who would prosecute the offender. To the extent someone **damages** District property, the District may also have **a civil claim against**

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someone for those damages. The Board could pursue it and either he would represent the District in the proceedings or someone else could be hired to do it. If found guilty in the State Attorney's case, restitution for damages may be ordered, but not necessarily. A civil claim is done under a cost benefit analysis as to whether it makes economic **sense**; attorney and court fees versus the cost of the actual damage.

Comments continued with opinions and ideas on how the gate situation could possibly be resolved.

Mr. Grasso addressed a pollution problem in the cypress swampy area in back of the pump station off of the boulevard. There are over 1,000 tires dumped in the area and it is a hazard. The mosquito controller discovered the problem. There are many tires buried in overgrowth and the area has become a "mosquito farm". It is an EPA violation and needs to be dealt with one way or another but the expense is currently unknown. If lightning strikes, there will be an inextinguishable fire with emanating toxic fumes. The property may be owned by DEVCO but it is not clear on the map.

Mr. Straley stated the owner of the property needs to be determined. If it is an internal commercial piece, it is still owned by a DEVCO entity. If it is on DEVCO property, it would be DEVCO's responsibility to clean it. The current owner has a responsibility to deal with it to the extent it is an environmental hazard caused by a prior owner. Although the current owner has the responsibility, there is recourse back through the chain of title to whoever originally did it. How feasible that process is to try and get them to do what they should do is another matter. If it is on District property, something needs to be done about it.

**B. Park Director - Returned Check Policy**

Ms. Intini reported the following:

- The policy was derived from several different places to meet the need.

Mr. Witmer stated he did not have a problem with it overall but would like to change some of the wording. Restricting the use of the clubhouse and facilities if a check is not redeemed is legitimate. He will work with Ms. Intini to improve the language of the policy.

On MOTION by Ms. Feldman seconded by Mr. Sifford with all in favor the returned check policy subject to Mr. Witmer's rewording was approved.

**C. Finance Committee**

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**Mr. Witmer stated a meeting was scheduled for 7:00 p.m. on October 18th in the clubhouse.**

**D. Clubhouse Committee**

Ms. Intini reported the following:

- Ms. White resigned and Ms. Intini has taken over until someone else accepts the Chairperson position.
- Caribbean Night cost about 47 cents per household. Future events through the end of the year are listed in the newsletter.

Ms. Feldman stated the event was sold out with 180 tickets. She felt it was a terrific social event and a good time was had by all.

**E. Resident Council**

There not being any, the next item

followed. **F. Landscape Committee**

**iii. Recommendation of Landscape Architect**

Mr. Heath stated the committee made progress and spent a lot of time in considering the potential landscape architect. Of the four designers under consideration, he presented the proposal from the recommended firm, Cooper & Company, in the amount of \$7,000.

Mr. Sifford stated the District will not get a better service for \$7,000. He has known Mr. Cooper for a long time and he does great work. Mr. Sifford was confident the Board would be very pleased with what Mr. Cooper will design.

Mr. Heath noted the committee did not specifically speak to anyone on the CDD regarding an architect.

Ms. Feldman added her vote of confidence because of Mr. Heath and Mr. Sifford's recommendations. She felt it will get better than it is and nothing could damage what is currently there.

Mr. Heath stated the contract is very descriptive and outlines the services to include the front entrances, Oakstead Boulevard and the side roads attached directly to it. Inside the villages is off limits. The outside of each village entrance is included. The exception is Marchmont where the CDD common property extends through the gate up to the first two sets of homes.

Mr. Cooper stated in order to start his commission, he needs the landscape committee to provide what the Board is trying to accomplish overall and an estimated budget of what they are

willing to spend on the project.

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Mr. Heath made note the landscape committee now represents everyone because one or two people from each village are on the committee. The objective was to make sure the community in its entirety had a voice. If the proposal is accepted, the committee will meet with people from each of the villages to obtain input. Once an avenue of design is determined, the committee will present it to the Board for approval and then meet with Mr. Cooper to inform him of the decision.

On MOTION by Mr. Sifford seconded by Ms. Feldman with all in favor the \$7,000 contract with Cooper & Company to perform landscape design was approved.

Mr. Cooper advised it was generally a **one** to two month design process for actual design. Based on the estimated dollar figure, it may or may not have to be put out for bids.

Mr. Fernandez noted he asked Ms. Intini to advertise at the clubhouse the meetings for all committees so residents can participate as they see fit.

#### **i. Relocation of Evergreen Trees**

Mr. Heath distributed a letter from Mr. Graham On, a certified arborist, regarding the transplant of two large Cedar trees flanking the entrance to the clubhouse. The letter states the probability of survival after transplant is zero percent. They can be removed for \$875 which includes stump grinding. Mr. Heath volunteered to remove them at no cost. Plants would be added in their place to keep things neat and clean until the **large** scale renovation occurs.

On MOTION by Mr. Witmer seconded by Ms. Feldman with all in favor Mr. Heath was authorized to remove the two Southern Red Cedar trees at no cost to the District.

ii. Arborist's **Assessment of Option** This was addressed in the previous item.

#### **G. Newsletter Committee**

Ms. Bilello reported the following:

- The first newsletter was a success. The only problem was with delivery but it will soon be taken care of.

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- The post office told Ms. Intini the account from last year is still open and **contains** \$14.06. Ms. **Intini requested** checks from Severn Trent to be delivered by October **18th**.
- The cost to renew the annual bulk **permit is** \$160 and the **postage reserve** is \$300. The next issue of the newsletter should be delivered via bulk mail.
- Several residents commented to Ms. Bilello it was the most professional newsletter seen in quite a while. Everyone is happy about it.

#### **NINTH ORDER OF BUSINESS Supervisor's Requests**

Ms. Feldman introduced Ms. Diane Davis and Mr. Sal Paradisio who are candidates for Supervisor in the general election on November 7th.

A resident stated there will be early voting on October 23d at the Pasco elections office. A resident stated she was bombarded with people saying how happy they were with the newsletter.

Ms. Feldman requested information on the Sunshine Law for the November meeting.

Mr. Witmer stated there was a suggestion the CDD may be interested in accumulating email addresses of all residents. They would be kept in a CDD controlled database and used to send the newsletter or other events and happenings in the community. It is an item to consider to a future meeting.

Ms. Intini indicated there would be no cost savings by emailing the newsletter because of the routes and zones at the post office.

#### **TENTH ORDER OF BUSINESS Audience Comments**

Ms. Bilello noted there will be a Halloween children's party at the clubhouse on October 29th from 5:00 p.m. to 7:00 p.m. Additionally, there will be a non-perishable food drive from November 1st through November 15th at the clubhouse. The food will be taken to the post office for distribution.

(This space has intentionally been left blank)

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ELEVENTH ORDER OF BUSINESS There being no further business,

**Adjournment**

On MOTION by Mr. Sifford seconded by Ms. Feldman with all in favor the meeting was adjourned.

Bob Fernandez Secretary

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