

**MINUTES OF MEETING
WESTVIEW SOUTH COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Westview South Community Development District held a Regular Meeting on January 10, 2024 at 2:00 p.m., or as soon thereafter as the matter could be heard, at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746.

Present at the meeting were:

Josh Kalin	Chair
Patrick "Rob" Bonin	Vice Chair
Logan Lantrip	Assistant Secretary
Nora Schuster	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Andrew Kantarzhi	Wrathell, Hunt and Associates, LLC
Antonio Shaw	Operations Manager
Jere Earlywine	District Counsel
Bennett Davenport (via telephone)	Kutak Rock, LLP
Larry Thomas Ray (via telephone)	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 2:16 p.m. Supervisors Kalin, Bonin, Lantrip and Schuster were present. Supervisor Isaacs was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public were present.

THIRD ORDER OF BUSINESS

Discussion: Field Operations Management Services

This item was presented following the Sixth Order of Business.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date

Mr. Kantarzhi presented Resolution 2024-02.

On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, Resolution 2024-02, Designating a Date, Time, and Location of November 5, 2024 at 2:00 p.m., at the Hampton Inn & Suites Orlando South Lake Buena Vista, 4971 Calypso Cay Way, Kissimmee, Florida 34746 for a Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Discussion: O&M Entity for Entrances

This item was presented following the Sixth Order of Business.

SIXTH ORDER OF BUSINESS

Ratification of Jr. Davis Construction Company, Inc., Change Order #1 Pod B N2A N2B PH1

Mr. Kantarzhi presented Jr. Davis Construction Company, Inc., Change Order #1 for the Pod B Project. He noted that Change Order #1 pertains to the \$10,913,426.07 increase to the contract. Change Orders #2 and #3 were discussed at the last meeting and Change Order #4 was distributed at the meeting and will also be considered today.

Backup documentation was discussed.

On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, Jr. Davis Construction Company, Inc., Change Order #1 for the Pod B Project, was ratified.

▪ **Jr. Davis Construction Company, Inc., Change Order #4 [Pod B Project]**

This item was an addition to the agenda.

Mr. Kantarzhi presented Jr. Davis Construction Company, Inc., Change Order #4 for the Pod B Project, representing an increase of \$103,304.20 to the contract.

On MOTION by Mr. Bonin and seconded by Mr. Kalin, with all in favor, Jr. Davis Construction Company, Inc., Change Order #4 for the Pod B Project, was ratified.

▪ **Discussion: Field Operations Management Services**

This item, previously the Third Order of Business, was presented out of order.

Mr. Kantarzhi stated the Third and Fifth Orders of Business pertain to Field Operations Management, specifically and the entryway and the swale.

The Board and Staff discussed ownership of the swale adjacent to the conservation area and drainage into the wetlands.

Mr. Shaw stated, based on his research, the swale is owned by the townhomes; the issue is responsibility for drainage. He stated there are no pipes installed in the area.

Ms. Cerbone stated her understanding that, while there is not a doubt about ownership, the area owned by the townhomes does benefit and help enhance the CDD's stormwater management system and that a maintenance easement with the townhomes might enable the CDD to maintain the swale.

Discussion ensued regarding the CDD taking ownership of all or a portion of the tract, re-platting and splitting the tract in half to give full ownership to the side that benefits the HOA and the side that benefits the CDD, entering into a Cost Sharing Agreement between the HOA and the CDD to maintain the swale and the side that benefits the CDD.

A Board Member feels that the preferred method would be for the CDD to take ownership of the entire tract or, at a minimum, the southern portion of the area indicated, to allow the CDD to own and maintain the waterway and conveyance area and have logistical access to the adjacent wetlands.

Mr. Earlywine asked Mr. Ray for his input and asked if anyone circulated a map yet.

Mr. Ray stated the swale and ditch are part of the drainage system connecting the stormwater pond and wetland to the wetland to the south. He believes that, in accordance with the Environmental Resource Permit (ERP), that is required to be owned by the CDD. He will research this matter.

Mr. Davenport will create a deed and obtain the legal description from Mr. Ray, once it is created.

Discussion ensued regarding the exhibit, access to the area, the need for landscapers to utilize Cypress Parkway to access the area, the tract in front of the conservation area, access easements and areas of the swale that are generally wet.

Mr. Earlywine advised Mr. Ray that the Board directed the CDD portion to be deeded to the CDD and for an access easement to be drafted over the HOA portion of the swale. Mr. Bennett was directed to draft an access easement and a deed. Two legal descriptions will be needed.

On MOTION by Mr. Bonin and seconded by Mr. Kalin, with all in favor, subdividing this parcel with the south half to the CDD and the north half to the HOA, and authorizing Staff to prepare an access easement over the HOA portion and an accompanying deed, was approved.

Discussion ensued regarding increasing the not-to-exceed amount for the Floralawn contract to include the additional area to be maintained.

Mr. Shaw estimated that the swale area measures one-half mile all the way around the swale area; an updated amount will be provided to include the portion for which the CDD will be responsible, on a map, when available.

On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, increasing the Floralawn contract, as necessary, up to a not-to-exceed amount of \$2,000 per month, subject to Chair approval, was approved.

Mr. Shaw stated the water in the swale is currently not included for treatment in the monthly service. The vendor advised that the area will incur an additional charge of \$90 per month for herbicide treatments. Asked whether water in the swale is a seasonal issue, Mr. Shaw noted that the vendor opined that water is present year-round, based on the length of the cattails; the vendor treats the area with herbicide spray, as the ponds are treated.

The consensus was that the contract will be amended to note that treatments will be applied as needed. During dry season, landscaping might also be needed. Mr. Shaw will consult with the landscaper, if necessary.

On MOTION by Ms. Schuster and seconded by Mr. Bonin, with all in favor, amending the contract to include a potential increase of \$90 per month, as needed, based on the season and water height and landscaping, subject to Chair approval and review, was approved.

Mr. Shaw stated the HOA Manager asked about mosquito treatment of the water. The pond vendor stated he does not specialize in this treatment but he can offer the service at a cost of \$525 per month. He does not recommend this as, in his opinion, the standing water away from ponds is a greater issue than the ponds.

Ms. Schuster suggested he request a proposal from Clark Environmental, as they treat other properties in the area, including Solivita.

Other treatments were discussed, including sterile carp and fogging treatments.

Mr. Shaw will present proposals at the next meeting.

▪ **Discussion: O&M Entity for Entrances**

This item, previously the Fifth Order of Business, was presented out of order.

Mr. Kantarzhi stated the open space at the entrances is currently owned by the HOA; however, it could easily be conveyed to the CDD.

Mr. Shaw stated the CDD currently pays \$14,400 for landscaping; if the CDD takes on landscaping the entrances, the additional \$23,200 expense will increase the CDD's total landscaping cost to \$37,600 annually, not including the previously discussed expenses related to the swale.

Discussion ensued regarding why the CDD would assume responsibility for the corner parcels. It was noted that the spine road and the right-of-way (ROW) are CDD property.

The Board and Staff examined and discussed the plats of the areas in question.

Mr. Earlywine believes the two corner parcels are not CDD property, at this point.

A Board Member voiced their belief that the CDD is listed to maintain landscape of the main boulevard because it will benefit everyone in the CDD.

Ms. Cerbone noted that the CDD needs ownership or a maintenance easement for any area to be maintained.

Mr. Earlywine noted that Mr. Kalin has a guiding principle regarding how things will run; given that the CDD will manage stormwater and conservation areas, he asked about the intent of the master roads, entry areas and landscape for the larger project.

Mr. Kalin stated the intent for the larger project is that neighborhood entrances within the ROW of the main boulevard that the CDD ultimately benefits from should be maintained by the CDD. He does not believe that the same structure should apply to the Pod A entrance. He noted that the main entrance connection happens to be in Polk County but the majority of the main thoroughfare road is through Osceola County. If the CDD maintains that ROW, which includes a center median, it would make more sense for the CDD to maintain the landscaping around that entry monument for the master planned community.

Mr. Shaw noted that Floralawn is the landscape contractor.

Discussion ensued regarding ownership of various tracts, subdivision of tracts, improvements the Developer installed along the pond in the stormwater tract, the benefit of engaging one landscaper for the CDD and the HOA, irrigation, the CDD contracting with the HOA for landscaping, scheduling a publicly-noticed workshop for further in-depth discussion of map exhibits and tracts and use of special revenue funds.

The Board and Staff developed a markup of revisions to the tracts.

Discussion ensued regarding a motion for a carveout deed over the areas discussed and revisions to previously discussed landscaping costs.

Mr. Shaw noted that landscaping costs are based on hours. Mr. Kantarzhi stated a not-to-exceed amount can be specified.

A Board Member motioned to convert the HOA tract on the right side of the entrance into a CDD tract, subdivide the HOA tract on the left side of the entrance into a CDD tract and leaving the remaining balance an HOA tract and revising the landscape maintenance contract accordingly. The motion died for lack of a second.

A Board Member suggested carving it out and revisiting it, given that the HOA will likely want to install decorative holiday lighting, wreaths, etc.

Mr. Earlywine stated the HOA can request CDD approval and fund holiday lights.

Discussion ensued regarding the need for power and power meters in the area, whether the CDD will pay for the power that only benefits the townhome HOA, monument lighting and the wording to include on the monuments, for example, "The Towns at Westview", etc.

It was noted that the two tracts in question are Tract OS-6 on the right side and Tract OS-15 on the left side. The consensus is to convert Tract OS-6 to the CDD and to subdivide Tract OS-15.

Mr. Earlywine asked if the Board Members are clear on the actions to be taken.

Ms. Cerbone suggested, at the next or at a future meeting, the Board and Staff can present color-coded maps of what is and what is proposed and Mr. Shaw can present updated landscaping proposals with firm numbers. She wondered how soon the CDD needs to begin maintaining property it does not own or have a maintenance easement over. She noted that audio files can be reviewed and acted upon, or color-coded maps and proposals can be presented for review. Mr. Kalin indicated that he will prepare maps.

Ms. Schuster noted that landscaping along the entry and the Parkway needs to be addressed; she believes the right side of the sidewalk is owned by the CDD and the left side of the sidewalk is owned by the County.

Mr. Kalin stated they identified that the pond tract is owned by the CDD; according to the Property Appraiser, there is a line marking the end of HOA responsibility. The CDD should be maintaining all the landscaping to which Ms. Schuster is referring. Mr. Shaw believes that area is being maintained and that the area on the opposite side of the entrance is not being maintained.

Mr. Kalin stated the break, from the pond tract to the entrance, is currently owned by the HOA. Mr. Shaw believes that everything is being maintained but he cannot confirm that areas are being billed appropriately, as he was not privy to that conversation.

Mr. Kalin stated he uploaded the Plat; once the CAD is laid out with all the tracts, he will print an Exhibit for further discussion. He thinks that, while the motions make sense, specifics, including holiday decorations budgeting, etc., need to be determined; he is unsure if that should be a CDD item. Ms. Cerbone stated some CDDs do holiday lighting; generally, agreements for holiday lighting must be signed by May or June, and a 50% deposit paid.

Mr. Kalin thinks that all agree that property lines need to be fixed. He noted that irrigation was installed and some ground work might remain with regard to zones, etc. Mr. Shaw noted the benefit of utilizing one landscaper for both entities for the foreseeable future.

Mr. Kalin stated the color-coded map will be prepared in advance of the next meeting.

Mr. Shaw stated there has been considerable hog activity around the ponds; as more land is cleared, the damage will be more evident.

Discussion ensued regarding engaging a licensed trapper, clearing in Pod B, hog populations in surrounding areas, etc.

Proposals will be presented at the next meeting.

▪ **Discussion Resumed: Field Operations Management Services**

Ms. Cerbone stated her understanding that the CDD will continue managing Field Operations for the remainder of 2024 and possibly into 2025 or perpetually, given that the CDD might not contract with the HOA to budget, fund, collect and work with vendors for the CDD improvements. The CDD is not currently being charged for the work done by Mr. Shaw but, if the CDD continues managing the CDD improvements, a Field Operations Manager will be needed. When necessary, this will be presented for Board approval and budgeting purposes. Given that Mr. Shaw is an employee of District Management, it will be necessary to amend the District Management Agreement to add Field Operations Management.

Mr. Kalin expressed his agreement and stated that is the Board's desire based on the number of wetlands, the South Florida Water Management District (SFWMD) requirements, conservation easements, etc.

Discussion ensued regarding the Bio-Tech report.

Mr. Shaw stated Mark, with Bio-Tech, is working on the report; he does not have an estimate for completion yet. Mr. Kantarzhi stated Staff speaks with the vendor often; he is current on all reports.

SEVENTH ORDER OF BUSINESS

**Acceptance of Unaudited Financial
Statements as of November 30, 2023**

<p>On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the Unaudited Financial Statements as of November 30, 2023, were accepted.</p>

EIGHTH ORDER OF BUSINESS

Approval of December 13, 2023 Regular Meeting and Audit Committee Meeting Minutes

On MOTION by Mr. Kalin and seconded by Mr. Lantrip, with all in favor, the December 13, 2023 Regular Meeting and Audit Committee Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock, LLP

Mr. Earlywine will schedule discussions regarding the next bond issuance.

B. District Engineer: Atwell, LLC

Mr. Ray stated construction is ongoing.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: February 14, 2024 at 2:00 PM**
 - **QUORUM CHECK**

The next meeting will be on February 14, 2024, unless cancelled.

TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

ELEVENTH ORDER OF BUSINESS

Public Comments

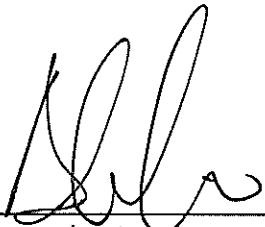
No members of the public were present.

TWELFTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schuster and seconded by Mr. Kalin, with all in favor, the meeting adjourned at 3:19 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair