

**MINUTES OF MEETING
STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Stoneybrook Community Development District's Board of Supervisors was held on Tuesday, December 12, 2017 at 9:00 a.m., at the Stoneybrook Community Center, 11800 Stoneybrook Golf Drive, Estero, Florida 33928.

Present and constituting a quorum were:

Ed Harland	Chair
John Blakeley	Vice Chair
Chris Brady	Assistant Secretary
Lewis Frith	Assistant Secretary
Eileen Huff	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Dan Cox (<i>via telephone</i>)	District Counsel
John Vuknic	Golf Superintendent
Jeff Nixon	Golf Pro
Diane Comeau	Resident
Tom Fisher	Resident
Jim Boesch	Resident and Village of Estero Mayor

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:02 a.m. All Supervisors were present, in person.

***DUE TO MEETING ROOM CONDITIONS AND POOR AUDIO QUALITY,
NUMEROUS PORTIONS OF THE AUDIO WERE INAUDIBLE OR INDISCERNIBLE**

SECOND ORDER OF BUSINESS

Public Comments: (5 Minutes)

Mr. Boesch, a resident and Village of Estero Mayor, recalled previously speaking about the Preserve/Edison Farms and, after three or four tedious months, the Village prevailed and, as of last Thursday, the papers were signed and the property will go into the designation of the natural sanctuary, in perpetuity. It was discovered that the original owner owns the mineral

rights of all this land and even Stoneybrook, as well. The second problem that we all will be facing is that, in the middle of January, Lee County is going to finalize or at least discuss the final answer _____ to go. He met with the Commissioner last Monday and the answer is that they have not decided yet if it will be a four or six-lane highway similar to Immokalee Road; that will be out of the question, since they have not stopped building to the east. The question is how he feels we should pay for that road. It will be a big battle and his position is that so much has been paid in the past and that they will not have any obligation to pay for it. The cost was estimated between \$25 million to \$30 million. We will still a fight for the people of Estero. The Village is doing very well and did not raise taxes this year but there may be an increase in the property tax bills, since the appraisals went up but probably not more than \$15, at least in the CDD. Things are going well and the Village has new things that are coming up later. The bottom line is that we all have to think in terms of proactive approach to maintenance because it is a lot cheaper to maintain your community every single year than it is after 10, 15 or 20 years.

Mayor Boesch discussed Village matters.

Ms. Diane Comeau, a resident, stated that she looked at Stoneybrook on Google Maps, to see what kind of lakes the District has and she believed the one behind her was atypical. She stated that, on the golf side it is about 18" high. On the side of the villa it is about 17" high. There is an area between the two that is about 6" high so it is easy for the water to go over the 6". The point was, whether it would be possible to raise that side so it could be the same. At first you said it was because the District had a lot of rain. On Saturday there was rain and it was soaking water right away. The only thing that helped was that the ground is dry. Since it was dark, she could not get pictures. She stated that it is breeding mosquitoes and, if she has one or two days of rain, she has standing water. She thinks it is unfair to get penalized since they are having the same water all the time and risking flood all the time, not just in the rainy season but every time there is pouring rain, it happens. Her other issue is that the main road in the District is not being maintained. She had provided pictures of the Villas when it built and one can see that small palmettos were planted and then scaped. It was originally a nice landscape but, then, the development grew bigger and bigger and was neglected. Debris has piled up for weeks and weeks, which is not nice to look at and does not look properly maintained. She thought that she and the Board could work together to solve those issues. Even if it is once each month and the Developer's maintenance contractor could be hired to cut debris and branches so we at least look

proper and maintained because, otherwise, it looks like we do not care since there is piles of debris all over the property.

A resident stated that, at night, people are cutting down things and putting their debris in that area and asked why residents should pay. She does not put her debris in that area.

Ms. Comeau agreed.

The resident wanted strict rules.

A man said that your Association and our end have to hold up their end.

Ms. Huff said that she put an article in the next newsletter explaining the Preserve area and what can and cannot be done there. Other than having someone there 24/7, she thought the people at night needed to monitor and make their people well aware that they cannot do anything to the area and cannot put debris in there. It is something your Association has to handle as far as the debris being piled up there. Recycling will pick it up every Monday so she wanted to know why do residents must put it in the reserve area It is something that ____ Association has to deal with.

Ms. Comeau suggested putting in some small shrubs and was advised that she could do that on her property but it could not be done in the Preserve.

Ms. Comeau reiterated that it was done when it was built, as evidenced by the pictures.

Mr. Adams stated that, a Preserve, in an undeveloped community such as this, is usually overtaken with invasive vegetation. One of the first requirements is to remove all the exotic and invasive materials from the Preserve. Then, as part of a restoration project, there is quite often a requirement to plant native species; however, it is not intended to be landscaped and manicured. The native species are intended to grow naturally, in a Preserve setting. The only activities that the District can do within these Preserves would be removal of exotics and invasives. The District received a Notice of Non-Compliance from the South Florida Water Management District (SFWMD) with numerous items. A proposal was obtained and provided to Lloyd, who gave it to the manager, for the HOA. The HOA hired the contractor to maintain the Preserves. The 30-day period in the Notice was not reasonable or practical; it was standard language and, therefore, he contacted Mr. Matt Brochess, of the SFWMD, to ask for an extension and the District now has until January 14, 2018. He will also notify Lloyd so that the HOA's contractor can address the exotics and invasives. The hunting stand must be removed. Most of the trees were already cut back to the end of the Preserves, which was as far as it could go. Debris was also noted in the Notice. The piles of debris that Ms. Comeau and Mr. Sheinhold referred to

were probably something that, initially, should be addressed by the HOA, with their contractor; they should understand to ensure that this does not continue.

Mr. Vuknic spoke with Mr. Ralston, President of the HOA, because there was another, larger pile of debris in the Preserve in addition to what Ms. Comeau referred to, which was stacked in the back of the lot. Mr. Ralston inspected the area and Mr. Fisher told Mr. Ralston that, once they knew for sure that the ramification of the Conservation Easement, because it was obviously designed like that, by the lake and the tee, to be low and flood over, since the other end was like that too. Clarification was necessary because the District has no obligation to maintain other than the invasives and it is possible that it is not considered a Conservation area but he is pretty sure it is. Then, if the District wants it maintained, at the cost of the HOA, he did not have a problem. Golf course access would be necessary. He did not know where to get the maps to make any determines.

Ms. Comeau was tired of being flooded; she has to lay sandbags and did not understand, as it could be raised a couple of feet.

Mr. Adams stated that lower area in between was by design, so that, when water stages up to a certain elevation, it becomes one water body and the flow can continue downstream through the control structures and interconnecting pipes and eventually, off-site. It is a dirt control structure as opposed to the concrete control structures on some lakes with the v-notches on them. When the water reaches a certain elevation, it starts to spill over and, as it gets higher, it gets higher on the "v" and spills at a higher rate and eventually goes over the top of the box so there is full flow down through the top. The system was designed to discharge water at the rate it is coming into the system.

Discussion ensued regarding the drainage areas and lakes.

Mr. Adams stated that it was a historical summer, with two storm events. The discharge systems were designed the same as all the other systems. Maintenance of the bigger systems is lacking. The watershed is to the north and east of here and impacts of flow with the system.

Ms. Comeau asked if, in the meantime, they could allow her to plant just next to her so at least she can get 5' without water and questioned why they were allowed in the first place.

Mr. _____ stated that the State did that, not the District and it is in compliance with the way the State set it up and we are not allowed to alter it.

Mr. Frith noted a tree house next to the 3rd tee box and questioned how it got approved.

Mr. Harland replied that it would be addressed.

THIRD ORDER OF BUSINESS

Discussion/Update: Hurricane Irma Recovery

Mr. Vuknic gave the following update:

- Cutting down the oak trees was underway.
- Rubbish was picked up yesterday.
- Debris , behind the shop, must be picked up.
- Some stumps still needed to be ground.
- Estimates were received from Premier Fence (Premier) to replace all fencing in the entire community. The estimate was just under \$40,000; 50% due as a deposit and 50% due upon completion. He was seeking approval since there was only six months to turn this in for insurance reimbursement; this was month four.

Ms. Huff asked if this would be covered by insurance.

Mr. Adams replied that at least a portion of it would be covered; the wind damage deductible was \$10,000. Stumps would not be covered. Debris would be covered through the Federal Emergency Management Agency (FEMA).

In response to Ms. Huff’s question, the Premiere did not specify the time frame for completion. In many areas, vegetation has grown into the fence and must be removed before Premier starts work; Premiere could be out by the first of the year.

Discussion ensued regarding trees behind the fence, fallen trees, no requirement from a Preserve perspective to have the fence, having a fence for security control and to keep animals and other undesirables out, potentially removing the fence instead of repairing or replacing it, cleaning up the fences that are down, the appearance of the fence, residents complaining if the fence is removed, installing “do not enter” signs and the \$50,000 cost for fencing.

Mr. Vuknic clarified which part of the fencing should be removed versus being repaired.

On MOTION by Mr. Blakeley and seconded by Mr. Harland with Mr. Blakeley and Mr. Harland in favor and Mr. Brady, Mr. Frith and Ms. Huff dissenting, repair of the full boundary fence, was not approved. [Motion failed 2-3]

Discussion ensued regarding not having a secured development if the back fencing was removed, not being able to use the sanctuary for recreational purposes, the sanctuary being the largest watershed, people damaging the fences and the poor appearance due to gaps in the fences.

On MOTION by Ms. Huff and seconded by Mr. Brady, with all in favor, the revised proposal for revised boundary fence repair to only the front of the community, was approved.

Mr. Vuknic stated that there will probably be another bill because, if the District went ahead with the bid the contractor's initial bill would be waived but, if the District did not go forward, there would be the \$350 charge for the two days worked.

Mr. Adams stated that the District's FEMA Reimbursement Package was completed with the Grant Manager and he hoped to submit it to CRC, this week and, hopefully, within a few weeks, a technician review it and notify the District of any additional informational requirements and then, pass it through. The scoping was in mid-October and there is a six month deadline, from the scoping, to submit the claim.

FOURTH ORDER OF BUSINESS

Continued Discussion: Potential Selling Alcohol from Beverage Carts

In response to a Board Member's question regarding liquor beverage carts, Mr. Cox replied that he should have the document ready by the end of next week and would circulate it for review.

FIFTH ORDER OF BUSINESS

Consideration of Johnson Engineering, Inc., Proposal for Conservation Line Stakeout

Mr. Adams presented Johnson Engineering, Inc.'s Proposal for Conservation Line Stakeout, in the amount of \$20,000, to survey and stake the boundary lines of the Preserve, behind the residential units, which he felt would not be money well spent.

Discussion ensued regarding property owners obtaining their own surveys to determine property lines at their expense, Mr. Jones' tree house and permission to build a swing set in lieu of a multi-story tree house, where Mr. Jones' easement ends and Mr. Adams to take steps to survey the boundary line prior to sending a letter to Mr. Jones.

SIXTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of October 31, 2017

Mr. Adams presented the Unaudited Financial Statements as of October 31, 2017.

SEVENTH ORDER OF BUSINESS

Golf Course Staff Reports

A. Golf Superintendent

Mr. Vuknic provided the following report:

- Regarding golf carts damaged in an accident, repairs to one of the carts would exceed the original purchase price by \$400. An estimate to rent two carts was \$625 per month, per cart.
- A claim for the three damaged golf carts from the recent accident was filed by Mr. Adams. Mr. Adams suggested repairing the first two golf carts and delaying the third cart, since the insurance adjuster would probably want to view the damage to confirm that the cart was totaled.
- In-house repair of the trailer. Mr. Adams would present pictures to the insurance adjuster.
- A copy of the PLCA contract to maintenance of the Duffy's parking lot was received. The Regional Manager contacted him to determine if there was a savings in utilizing the contract. Mr. Vuknic thought there would be a \$3,000 savings to Duffy's and, if they went through with it, they will split the savings of approximately \$1,500.

Discussion ensued regarding the Duffy's contract in the amount of approximately \$27,000 per year and maintenance of the whole community.

On MOTION by Mr. Blakeley and seconded by Mr. Brady with all in favor, the TAQ Proposal to maintain all landscape at the parking lot shared by the CDD and Duffy's Sports Bar, was approved.

Discussion ensued regarding the exit poles, removing the golf cart signs and using the GPS system.

- Mulch was installed and would be added to the Duffy's parking lot.
- A lot of new flowers were lost due to the hurricanes and new landscaping would occur on the 20th.
- There were issues with the Christmas lights in the front, due to the irrigation system; attempts were being made to resolve the issue.

Discussion ensued regarding the issues with the Christmas lights, irrigation timing, the light contractor, etc.

B. Golf Pro

Mr. Nixon provided the following report:

- December was on budget but he anticipated it being a little slow until after Christmas.
- The golf course will be closed on December 25.
- Chubb Pre-Qualifier – The numbers were too high and the event would not be held this year.
- Junior Golf – A finalized package would be ready in February. The annual meeting was last week.
- More qualified instructors were being sought.
- The Men’s League would welcomed the Juniors to play with them in a fundraiser effort on December 16^h; there will be a car parade and a movie on the driving range (Polar Express).
- Crossovers – He was dealing with them and golf would start at 7:45 a.m. through 9:37 a.m. and from 12:00 p.m. to 1:45 p.m. It was successful in the last month and he has not run into issues with being on pace with both tees. He was trying to create a more equitable play for everyone.
- Basic Play – Better over the past few months and a few Board Members agreed that it definitely improved.
- He had new GPS and access on his phone to determine what occurs on the golf course.
Discussion ensued regarding the new GPS and perhaps having additional training, the golf carts and the new GPS working a lot better.

EIGHTH ORDER OF BUSINESS**Approval of November 14, 2017 Regular Meeting Minutes**

Mr. Harland presented the November 14, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections.

Line 25 and throughout: Change “Silnbold” to “Sheinhol”

Line 42: Change “Santos” to “Sheinhol”

Line 124: Change “alcohol” to “liquor”

Line 126: Change “alcohol” to “liquor”

Line 174: Change “car” to “cart”

On MOTION by Ms. Huff and seconded by Mr. Brady, with all in favor, the November 14, 2017 Regular Meeting Minutes, as amended, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being no report, the next item followed.

B. District Engineer

There being no report, the next item followed.

C. District Manager

i. High Irrigation User's Report

This report was provided for informational purposes.

ii. Irrigation Disconnect List

This report was provided for informational purposes.

iii. NEXT MEETING DATE: January 23, 2018 at 9:00 A.M.

The next meeting will be held on January 23, 2018 at 9:00 a.m., at this location.

TENTH ORDER OF BUSINESS

Supervisors' Requests

There being no Supervisors' requests, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Ms. Huff and seconded by Mr. Blakeley, with all in favor, the meeting adjourned at 11:11 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair