

**SUN ‘N LAKE OF SEBRING IMPROVEMENT DISTRICT  
BOARD OF SUPERVISORS  
REGULAR MEETING  
Friday, January 26, 2018**

**MINUTES**

The Regular meeting of the Board of Supervisors of Sun ‘n Lake of Sebring Improvement District was held Friday, January 26, 2018 at the Island View Restaurant, 35468 Tee Time Circle, Sebring, FL 33872.

The meeting was called to order at 9:00 a.m. by President Gilpin.

**SUPERVISORS PRESENT:**

Mr. Michael Gilpin, President  
Mr. Mark Camp, Vice-President  
Mr. Joseph Branson  
Mr. William Stegall  
Mr. Raymond Brooks

The General Manager, Tanya Cannady; Board Secretary, Chrissy Hardman; Community Service Director, Tenille Smith; Finance Director, Omar DeJesus; Jim Kurtzeborn, Billy Casper Golf and District Attorney, David Schumacher were present. There were approximately 49 people in attendance.

1. Call to order-9:00 a.m.
2. Pledge of Allegiance
3. Announcements:
  - a. A Special meeting of the Board of Supervisors is scheduled for Tuesday, January 30, 2018 at 9:00 a.m. at the Island View Restaurant, 35468 Tee Time Circle, Sebring, FL 33872.
  - b. Next Regular meeting is scheduled for Friday, February 9, 2018 at 9:00 a.m. at the Island View Restaurant, 35468 Tee Time Circle, Sebring, FL 33872
  - c. Please silence or turn off your cell phones.

#### **4. Consent Agenda**

- a. Minutes of the Regular Board of Supervisors meeting held Friday, January 12, 2018.
- b. Resolution No. 2018-01/26-04: A resolution of the Sun 'n Lake of Sebring Improvement District to declare certain tangible property owned by the District as surplus and authorizing the sale and disposition by the District of such surplus property.

Supervisor Stegall moved to approve, Supervisor Camp provided the second. He said he required clarification for items ten and eleven on the Surplus list (40' X 40' Steel Carport Structure). He recalled how during the original vote (to approve the purchase) discussions included an agreement that a 50% reimbursement (at the end of the structures use) would be given by the vendor. He surmised that should these items go to auction; the District will be fortunate to even receive \$10,000 for both. He asked what happened to the original plan to which Ms. Cannady explained the structures will not be taken to auction; the current arrangement is to leave the carports in their present state and advertise for a Public sealed bid sale. The estimated \$17,000 (Supervisor Camp previously mentioned) was based on an initial estimate from the vendor. Mr. Hurley mentioned District Management decided to keep two of the four carport structures because they have proven useful in protecting the equipment located at the sewer plant. He elaborated how the initial estimate was based on a reimbursement on four structures. Based on the costs associated in installing the structures and the electrical work; it was agreed that a wiser choice would be to keep them. Supervisor Camp asked of the two that will be auctioned off; what was the initial cost to purchase each fixture to which Mr. Hurley stated approximately \$9,000 apiece. He reminded Supervisor Camp the \$35,000 spent on the initial purchase included installation, electrical and utility work. President Gilpin addressed Supervisor Camp and stated when meeting with Ms. Cannady and Mr. Hurley, the idea was to attempt to sell the units for more then what was spent. Ms. Cannady affirmed Mr. Hurley was correct; the \$17,000 applied to four structures.

Two of these fixtures will be sold through a sealed bid process to which Supervisor Branson asked if discussions are needed to ascertain what an acceptable minimum bid. Mr. Hurley stated Management agreed with \$3,000 as a good starting point and (so far) there have been four prospective buyers identified. One of these entities is another golf course to which Supervisor Camp asked if there are other areas (in the District) that the structures can be utilized. Mr. Hurley said always; however, with the Maintenance Facility operating, he believes the District has enough storage space for the next 20 years. President Gilpin asked for Public comment.

**Dave Halbig-** Asked (relating to the structures not going to auction) if the resolution should be re-worded for accuracy to which Supervisor Camp noted that the Surplus list provided in the resolution was labeled as Exhibit “A”. Mr. Schumacher affirmed standard wording was used in the resolution and all the items included in the Exhibit are considered surplus. Ms. Cannady elaborated how the resolution is to deem the items on the Exhibit as surplus; whether they will be sent to auction (or sold via a sealed bid process) will be decided through a different process entirely.

With no further Board or Public comment, the motion was put to Board vote.

Roll Call: Supervisor Stegall- Y; Supervisor Branson- Y; Supervisor Brooks- Y; Supervisor Camp- Y; President Gilpin- Y

**With a vote of 5-0, the motion to approve the consent agenda passes.**

**5. Motion to recess to conduct Landowner’s meeting.**

Supervisor Branson moved to recess the regular meeting to conduct the Annual Landowner’s assembly, President Gilpin provided the second.

With no Board or Public comment, the motion to recess was approved through unanimous consent.

**The meeting was recessed at 9:09 a.m.**

President Gilpin extended his appreciation to Dr. Edgell and expressed his joy to see everyone in the audience; he hoped to see attendance such as this for every meeting.

**6. Reconvene Regular Meeting**

Supervisor Camp moved to reconvene, Supervisor Brooks provided the second. President Gilpin asked if all were in favor; the meeting was reconvened through unanimous consent.

**The meeting was reconvened at 9:54 a.m.**

**7. Action Agenda**

Supervisor Stegall moved to approve, Supervisor Branson provided the second.

With no Board or Public comment, the motion was approved through unanimous consent.

**a. Election of Officers to the Board:**

1. President- President Gilpin opened the floor to nominations for a Board President; Supervisor Branson nominated Mark Camp, Supervisor Stegall provided the second. President Gilpin asked if there were other nominations; with no response, a vote was taken.

Roll Call: Supervisor Branson- Y; Supervisor Brooks- Y; Supervisor Stegall- Y;  
President Gilpin- Y

**With a vote of 4-0, Mark Camp was elected.**

2. Vice President- President Camp opened the floor to nominations for a Vice President; Supervisor Gilpin nominated Joseph Branson, Supervisor Stegall provided the second. With no further nominations, a vote was taken.

Roll Call: Supervisor Brooks- Y; Supervisor Stegall- Y; Supervisor Gilpin- Y;  
President Camp- Y

**With a vote of 4-0, Joseph Branson was elected.**

3. Treasurer- President Camp opened the floor to nominations for Treasurer; Supervisor Stegall nominated Omar DeJesus, Supervisor Gilpin provided the second. With no further nominations, a vote was taken.

Roll Call: Supervisor Gilpin- Y; Supervisor Stegall- Y; Supervisor Branson- Y; Supervisor Brooks- Y; President Camp- Y

**With a vote of 5-0, Omar DeJesus was elected Treasurer through acclamation.**

4. Secretary- President Camp opened the floor to nominations for Secretary; Supervisor Branson nominated Chrissy Hardman, Supervisor Stegall provided the second. With no further nominations, a vote was taken.

Roll Call: Supervisor Stegall- Y; Supervisor Branson- Y; Supervisor Brooks- Y; Supervisor Gilpin- Y; President Camp- Y

**With a vote of 5-0, Chrissy Hardman was elected Secretary through acclamation.**

- b. Discussion Item- Billy Casper Golf reimbursement request.

President Camp asked Ms. Cannady to provide a summation to which she said on December 8<sup>th</sup>, a letter was sent to Billy Casper Golf Management for a request of reimbursement (in the amount of \$15,000) pertaining to the damaged greens. A response from Tony Cianci was received January 18<sup>th</sup> which stated, “Though we do agree that we could’ve better managed the greens issue...”; Billy Casper Golf will agree to a \$15,000 reimbursement if allowed an opportunity to recoup this money (providing the Club performs better than expected for the Fiscal Year). President Camp asked for Board discussion to which Supervisor Gilpin said Billy Casper Golf should be required to pay the \$15,000 over a 10-month period (as mentioned in the response); however, he voiced his disappointment with settling the issue for that amount. He noted the total cost of the expenditure was \$63,000 (which was of no fault of the District). If agreed, the District will essentially be permitting Billy Casper Golf to pay \$15,000 with an opportunity to earn it back. He recommended settling but not agreeing to the secondary condition to which Supervisor Stegall stated the word that came to his mind was “unfortunate”.

It was lamentable that Florida summers are hot and humid; the greens contracted fungus which were not treated appropriately (or in a timely fashion) which resulted in a \$63,000 loss. It is unfortunate the District is using an antiquated irrigation system that didn't properly function for three of the greens on Turtle Run; additionally, Billy Casper Golf employees did not inspect the area as their protocols dictate. He forewarned how the greens are not out of the woods yet; placing the Bermuda sod so late in the season and the cold winter experienced this year; may cause even more damage. He recounted his time as a banker and how he always had to consider whether the individual applying for a loan could pay. He counseled that there has to be trust in a relationship. Billy Casper Golf and their representatives should have tried to make the situation right and in his opinion; this response has damaged the relationship between the District and Billy Casper Golf. He mentioned that Mr. Kurtzeborn is not the problem; the issue lies with corporate. Supervisor Brooks was disappointed there was no admission of guilt; the offer received from Billy Casper Golf is insulting (in his eyes) and he asked Mr. Schumacher if the District is able to alter the contract by adding a clause to prevent something like this in the future. He wants to ensure Billy Casper Golf is held responsible for the greens to which Mr. Schumacher replied a contract amendment could be requested. He noted that these terms would have to be agreed upon by both sides to which Supervisor Brooks said he would like to see if it's possible. Mr. Schumacher affirmed he could put the document together and that it would be up to Billy Casper Golf to accept the terms. Supervisor Stegall warned the District is at risk because Management is working with a partner who isn't willing to share culpability. Supervisor Branson stated the response received from Mr. Cianci was expected and he fully agreed with Supervisor Gilpin. The District should not have to share in the obligation; he voiced his support for a contract amendment (if possible). President Camp noted a majority of his points were already addressed by his constituents. He expressed his disappointment; golf is a cornerstone of the community with approximately 1/3<sup>rd</sup> of the total budget spent toward its operation. He was deeply concerned with the fact that Corporate did not admit any fault. He spoke of the history between Kitson and Billy Casper. Certain promises were made to reassure the Board (that weren't in written form); however, it was just a sales tool.

He noted the counter offer would mean Billy Casper Golf has an opportunity to recoup \$15,000 before interest, taxes and amortization (etc.). He forewarned there are several ways they would be able to accomplish that; one path would be to sacrifice service. He thought the Board should consider looking for another Management company (to see if there are corporations that may be more interested in the District) and noted it would have to be something considered by his constituents (to decide whether that's a suitable path, or not). Supervisor Stegall stated the timing may not be the best (considering Mr. DeLozier will be working with the District soon), although he didn't disagree with the idea. He found the counter offer insulting; in his mind, it tells Management where the District stands when it comes to Billy Casper. Supervisor Brooks stated if the District tried to amend the contract (and the terms were not accepted) then the next path should be to seek out a new company to which Supervisor Stegall said there are enough words (in the contract) to protect Billy Casper. Supervisor Gilpin voiced his favor with Supervisor Brooks' statement. Mr. Schumacher asked if he should incorporate that information into the amendment (or would the Board prefer it be handled separately) to which Supervisor Gilpin stated he thought it should be independent. President Camp agreed and asked if there was further Board comment to which Supervisor Stegall asked if Ms. Cannady would write a response. She confirmed to which President Camp permitted Public comment to commence.

**Gary Lilley-** Agreed with the Board's direction and encouraged supervisors to make any move necessary to find an alternate Management company.

**Charlie Shields-** Asked why \$15,000 was brought up (when damages were \$63,000) to which Ms. Cannady stated she had presented the figure. President Camp explained how the Sunshine Laws prevent the Board from discussing this information prior to meeting. Ms. Cannady has to meet with supervisors individually; she took all the different responses each Board member provided and deduced \$15,000 as a medium. He noted if Ms. Cannady would've went back to Billy Casper Golf with a \$63,000 figure, realistically; Billy Casper Golf could've tried to get out of the contract (and then the District would be left in a compromising situation).

Mr. Shields asked what numbers were given to which Supervisor Gilpin said he brought it up but the consensus of the Board was to give Ms. Cannady figures to calculate an average. He had requested \$33,000 and noted (moving forward) during Board discussion, information such as this will need to be declared. Mr. Schumacher stated the counter offer is deemed rejected, therefore, the District will not be held to that number.

**Dave Halbig-** Said in his opinion; Billy Casper Golf violated section one of the contract. He confirmed President Camp's mention of the initial "Kitson/Billy Casper" discussions; a lot of the promises made (at that time) never came to fruition. He noted a loss of moisture was what caused the damage to the greens and \$15,000 is a more than fair offer. He mentioned how often the Board discusses golf; a majority of those conversations should be between the General Managers. He recommended looking into other Management companies because it would not be in violation of the contract.

**Virgil Elliott-** Said in his profession he was responsible for any mistakes (which included signing for multimillion-dollar equipment). He felt Billy Casper Golf should be held more accountable.

**Shirley Shuman-Alegre-** Stated the Board is responsible for the District and asked if the \$63,000 loss included revenue depreciation from the closure of the courses; she hopes that the entirety of the District is considered (when making a decision).

Mr. Schumacher said based on the language from Mr. Cianci's response; Billy Casper Golf's standpoint is there was no negligence. There is a potential for litigation (should the Board want to pursue it) and he agreed to review the contract. The counter offer made by Mr. Cianci absolves the District from having to adhere to the \$15,000 figure to which President Camp asked that he proceed and reveal his findings (at the February 9<sup>th</sup> meeting). Supervisor Stegall felt Billy Casper Golf's decision was not the wisest.

## 8. Add-on Item



**9. Petitions and Communications-**

Ms. Cannady announced a written petition/communication had not been submitted; however, an individual wanted to present their communication to the Board of Supervisors directly to which President Camp asked Mr. Dziezic to come to the podium.

**James Dziezic-** Introduced himself and complimented the facilities stating that was the reason for his return (after playing other courses). He said his wife's health has declined and a majority of her doctors are on the coast. As a result, they have been forced to move; he asked the Board of Supervisors to allow him to convert his Full membership to a 5-month with reimbursement for the difference (approximately \$830). Supervisor Gilpin asked Mr. Kurtzeborn if the amount was correct to which he confirmed. President Camp recounted the controversy and struggles experienced by the Board pertaining to policy. At this point in time, there is not a policy in place to allow a downgrade. He agreed to consider the request with his constituents to which Supervisor Gilpin was in favor of the idea to create a Golf policy manual; however, he took no issue with granting Mr. Dziezic's request. He asked if the process is still ongoing for enacting these policies in written form to which Mr. Kurtzeborn confirmed; he said the Leave of absence procedure currently in place dictates a request of this nature is not permitted. He said the Board needs to consider membership downgrades moving forward, to avoid having to review each individual case. He mentioned after Mr. Dziezic's request, another petition (similar in nature) was submitted. President Camp asked if there is more than one request to which Mr. Kurtzeborn confirmed. Supervisor Brooks announced the petitioner was present.

**Carol Jones-** Introduced herself and explained she had a situation change after she had become a fulltime member. She paid half of the dues October 1<sup>st</sup> and the balance is payable the end of January. She is moving back to Michigan (in March) and is requesting the Board grant her permission to downgrade her enrollment from Full to 5-month (for a February expiration). She agreed to pay the full amount for a 5-month membership to which Mr. Kurtzeborn clarified how Ms. Jones had paid for ½ her membership upfront. Her request is to pay a balance to convert the membership to a 5-month.

Supervisor Brooks extended his apologies for Mr. Dziezic's situation and declared the Board of Supervisors' responsibility to look out for the best interest of citizens. He announced he would support the decision to grant both requests (due to their unusual circumstances). Supervisor Stegall agreed with Mr. Kurtzeborn that if approved then a policy needs to be enacted (with specific information on what situation qualifies for a downgrade).

**Pete DeLongchamp-** Agreed with Supervisor Stegall and stated if a policy is not written, it's difficult to refund money. He recounted the Initiation fee and how he was never reimbursed. He agreed things happen but it presents a precarious situation having to delve into each individual's special circumstance.

Supervisor Branson voiced his concern with setting an open-ended precedence. He empathized with the petitioners but was of the opinion, the Leave of absence policy provides direction for a majority of these situations. He was uncomfortable with permitting the requests to which Supervisor Brooks asserted the Board is here to support citizens; there will always be exceptions to the rules.

**Dave Halbig-** Noted a previous request was denied because the Board felt it wasn't a good enough reason. He was of the opinion; this situation should qualify and the fact he paid his membership up front should be taken into consideration.

President Camp asked his constituents how to proceed to which Supervisor Branson inquired (if the request is approved) will future appeals have to come before the Board? President Camp stated it is an issue that has to be addressed and it should be through policy (over budget discussions). He asked Ms. Jones if she is intending to come back to the Club; he explained the terms of the Medical leave policy (a credit for the time missed applied to the next year's membership) and asked if she would be able to take advantage to which she said she didn't know at this point.

**Paul McCallister-** Said he had a medical situation and was granted Medical leave as a one-time offer; he asserted his understanding that should he get hurt again he won't be able to seek out reimbursement but disagreed with the policy. He suggested that if someone can present a doctor's certificate then additional leave should be granted to which President Camp agreed the policy did state, "One time offer", however; in special cases, an appeal can be presented before the Board of Supervisors. Mr. Kurtzeborn confirmed this change will be included in the upcoming Golf policy manual (if approved) which will state, "A member may choose to take a one time leave of absence (per membership); exceptions to this policy must be approved by the Sun 'n Lake Board of Supervisors".

President Camp voiced his favor with granting Mr. Dziejic and Ms. Jones' request. Mr. Schumacher suggested taking a vote because it's a reversal of Mr. Kurtzeborn's declination. Supervisor Brooks moved to approve granting Mr. Dziejic and Ms. Jones' request; Supervisor Gilpin provided the second.

With no further Board or Public comment; the motion was put to Board vote.

Roll Call: Supervisor Gilpin- Y; Supervisor Stegall- Y; Supervisor Branson- N; Supervisor Brooks- Y; President Camp- Y

**With a vote of 4-1, the motion to approve Mr. Dziejic and Ms. Jones' request passes.**

Mr. Schumacher counseled (moving forward) future requests of this nature may come up. Once the policy is written the Board will be able to revert to the document but Supervisors may need to consider each request.

## **10. Staff Reports-**

### **a. Golf Report-**

Mr. Kurtzeborn began his report with a follow up on a conversation he had with the GPS vendor (DSG Tag) at the Orlando Merchandise Show.

They have committed to bringing in 40 refurbished modules. The vendor has also agreed to train staff to reinstall them to which Supervisor Stegall mentioned that had been promised before. Mr. Kurtzeborn disagreed adding he met with the C.E.O. (rather than the Director of Sales) and affirmed he requested the offer in writing. He reminded the Board that the first year was under warranty; however, at this time the contract is now for service and maintenance. Supervisor Stegall asked how much time is left on the contract to which Mr. Kurtzeborn said the end date is December 2018. He continued with an update on Club sponsorships linked to the GPS units. Allstate has renewed for \$5,000 (she originally was a \$1,250 sponsor). She's involved with the "Chix with Stix" program and does a lot of community service. In addition to this sponsorship, Bargain Carts has agreed to increase their patronage to \$1,250 (with potential to raise it to \$5,000 for 2019). He believed this is because of the resident marketing certificate (worth a \$100 credit for the Island View if a member purchases a golf cart from Bargain Carts). At this time the Club has 3,000 Facebook followers and this promotion is endorsed through this forum. Ridge Realty dropped their sponsorship; however, Sun 'n Lake realty is picking up the \$5,000 account. This brought sponsorships to \$12,500; if Brewer Sales and Service in Lake Wales agrees to a \$2,500 sponsorship, the total will increase to \$15,000. Heartland Bank has made a verbal commitment of \$2,500 (which is to be divided into groups: \$400 to the MGA, \$400 to the WGA and \$1,700 to the Club itself). Robert's Tree Service started a \$1,250 sponsorship in October and he expects they will renew; sponsorship revenue does cover the service and maintenance agreement. Rules and Regulations are still ongoing and recommendations recently presented by the Board of Supervisors are now being placed in the document. He said he would like to have the ability to email the Board of Supervisors for approval on each revision. The stump removal project is going well with only four Holes left to complete (which should happen by the week of January 29<sup>th</sup>); once finished sod will be placed. The Stay-n-Play program is going well; it is sold out through the end of March. Membership figures are trending upward which are \$42,441 ahead of last year's totals. Earl McMinn has contacted three vendors for quotes on the bridge project.

A familiarization trip took place with 12 golf writers in November, as a part of the District's participation in the Citrus Golf Trail and Tourist Development Counsel. As a result, Tim Baines (Ottawa Sun) and Claudio DeMarchi (International Association of Golf Tours) will be visiting the Club Saturday through Sunday to play golf with Ron Garl. A lunch meeting between Mr. Baines, Mr. DeMarchi and himself is scheduled for that Saturday afternoon. The Realtor's Cocktail and Appetizer reception will be held January 31<sup>st</sup> from 6:00 p.m. to 7:00 p.m., along with the realtor's banquet. This will be used to market the District's Free golf membership. Member directories should be available by the end of the week January 29<sup>th</sup> and the priority list from Supervisor Brook will be presented for adoption. He spoke of Mr. McMinn's progress through his first month which has proven beneficial for the greens. His next focus will be to work on the Range; to sculpt the target greens for visibility via cutting the range floor (short) and target greens (longer); along with focusing on the 5-year Capital plan. He asked if there were questions to which Supervisor Brooks stated he wants the Golf policy manual completed (because it's been discussed for 3 months). He asked if stump grinding included the tree work on Deer Run, Hole #5 to which Mr. Kurtzeborn confirmed. Supervisor Brooks voiced his concern that the bridges haven't been taken care of and the 5-year Capital Plan is still not completed. He announced his expectation that it will be finished by February to which Ms. Cannady confirmed it will be presented at the February 23<sup>rd</sup> meeting. Supervisor Gilpin said he was approached twice this week by group leaders and asked why tee times are being changed (even though it's submitted weeks in advance) to which Mr. Kurtzeborn speculated it may be a result of a hotel group. Supervisor Branson asked why tee times only start at 9:00 a.m. to which Mr. Kurtzeborn explained (depending on the amount of tee times required by a group) he rearranges the schedule. Supervisor Stegall said it made sense and couldn't understand how moving a tee time (by 10 or 15 minutes) would be such a big deal. He said there needs to be an understanding that sometimes accommodations need to be made for the sake of revenue. Mr. Kurtzeborn announced the Member Appreciation night will have a Disc Jockey for entertainment and entrees will be discounted 25%.

## 11. General Counsel Report-

Mr. Schumacher confirmed there has been movement on the Ayala Litigation; the Attorney has filed a motion for reconsideration (pertaining to the Deceptive and unfair trade practices claim). If favorable the charge will be dismissed leaving only the negligent claim. A discussion with the County took place regarding Unit 12 lots; the escheatment process brought the total lots from 1,600 to 1,500. Discussions did focus on the possibility of a group foreclosure; if the County wants to foreclose on unpaid taxes it will have to be done individually (a cost prohibitive option). The District can group together the lots because a majority of the properties are owned by a single proprietor. Based on the available information, it is estimated that an uncontested group foreclosure (of this nature) is not likely to exceed \$20,000. Once foreclosed; if a successful bid is made, the District is looking at foreclosing on \$3.5 million of unpaid assessments. This means the properties can be purchased at a foreclosure sale (the District could potentially recoup all the costs). Another option is to make the District the owner of the lots and then market them. If a buyer cannot be located (as the lots are currently platted, 50' x 100') the next option will be to vacate the plat and turn it into one large parcel. Then it could be turned over to the County to prevent their losses (as previously mentioned). If this happens, the County has agreed to provide for the District's deficit because of the assistance in the process. He announced it will be presented for discussion at the next Board meeting. President Camp asked if he was correct in his understanding that at the next meeting, it will be brought up for discussion to which Mr. Schumacher said it can be deliberated now (or postponed). President Camp said he isn't sure everyone on the Board is informed enough about the details. Mr. Schumacher brought the Board's attention to the handouts he presented (prior to the meeting) which referred to a lot owned by Juan Labrador (4209 Ponce De Leon). He explained how the property is under foreclosure and he has received communication from the opposing counsel requesting a reduction (in the late fees) to reach a settlement agreement. He explained the District typically does not approve payment plans that exceed 12-months; the opposing counsel has indicated they are willing to enter into an agreement to bring the account current; however, in addition to the assessment delinquencies there are an exorbitant amount of Code enforcement liens as well.

Usually, Code enforcement liens are not foreclosed on because assessments have priority over everything (with the exception of County taxes). Additionally, if it goes to foreclosure sale the District will want to recoup the losses on the Code enforcement liens; so his recommendation is to proceed with the arrangement to bring the account current. At this time Attorney's fees (on the document) read \$210, however; they are closer to \$1,800. The request is for a reduction in the assessment and Code enforcement late fees (a total of \$3,300) and Attorney's fees (approximately \$1,500 to \$1,600). Should the Board decide to foreclose and take the lot back; all Code enforcement liens will disappear and there will be no way to recover them. He asked if the Board wants to take over the lot (which is large and located on a corner) noting his lack of confidence that the money can be fully recouped to which Supervisor Brooks asked if the reduction will apply to the late assessments and Code enforcement liens. Mr. Schumacher said that was incorrect; it would be a reduction to the late fees only to which Supervisor Brooks asked if the payment plan will be applied towards the remaining balance (including the additional Attorney's fees not listed). Mr. Schumacher confirmed to which Supervisor Stegall asked how much will be received upfront (pondering if this is just a ploy to buy more time). Mr. Schumacher said with a payment plan, a Consent Judgement is enacted which automatically gives the lot to the District upon failure to pay. He also said it would be possible to have the owner sign the property over to the District (to avoid additional expenditures for foreclosing). Supervisor Stegall suggested accepting the opposing counsels offer to which Mr. Schumacher asserted that would be his recommendation. He asked for a consensus to which the Board was in favor.

## **12. General Manager's Report-**

Ms. Cannady started her report with an expansion on the previously mentioned conversations with the County. She confirmed Mr. Schumacher was not present; however, Supervisor Gilpin, Ron Hanley and herself attended. The Unit 12 discussion was the second part of the deliberations; the meeting started with the County's plans for selling vacant lots owned in the District. It was decided that their staff will proceed in submitting the lots as surplus before the Board of County Commissioners.

This is estimated to be included on an Agenda by the end of February; once approved, the County will list these properties for sale. They will only start with lots located in Unit 16 (off of Deer Run) because of staffing constraints. The County owns roughly 50 lots in the Deer Run area which will increase within the next year to 450. Any lots west of Cortez Boulevard will not be a focus because of time and advertising; she announced anyone interested in the lots can look at the County's website because some properties are now advertised. They can bid on lots either in groups or individually to which Supervisor Stegall asked if these are the interior lots on Deer Run. Ms. Cannady confirmed a majority of the lots owned by the Board of County Commissioners is to the west side of Deer Run to which Supervisor Brooks asked how the lots are zoned? Ms. Cannady stated R-1 and R-3; she noted there is a 1,000 square foot minimum for most of these properties. Supervisor Brooks was concerned smaller homes will be built on the lots to which Ms. Cannady anticipated a bulk of the properties are covered under the deed restrictions (but she couldn't say assuredly because not all the lots are posted for sale). Supervisor Brooks was of the opinion; prior to the County listing the properties, the District should be apprised on their specifics. President Camp said that can't happen because the District doesn't own the lots to which Ms. Cannady advised the District is not permitted to change an R-1 to an R-3 zone (unless the owner agrees). Supervisor Brooks was greatly concerned about smaller homes to which President Camp concurred; at the previous meeting he voiced the same viewpoint and mentioned the District's hands are tied. Mr. Schumacher said besides requesting the County create a District specific zone that statement was correct. President Camp was of the impression the County is willing to consider a 1,200 square foot restriction to which Mr. Schumacher explained the previous meeting's conversation revolved around creating a specific, "SNL" zone to be applied to every unit within the District; it can't be done selectively. Supervisor Brooks was of the impression; it can be done for Unit 16 entirely to which Mr. Schumacher said the District has no say. The only thing that can happen is to submit a request to which President Camp acknowledged that fact. He asserted the District should do everything possible to work with Commissioner Hanley and the County to address the situation. Ms. Cannady stated a request has not been made and if the approval was given for a "SNL" zone the new categorization would only apply to Highlands County owned properties.



President Camp said they may only own 50 lots in Unit 16 now; however, the County owns properties throughout the District to which Ms. Cannady confirmed mentioning 1,200 lots at present (which will be over 1,600 in the next few years). Supervisor Brooks stated Commissioner Hanley spoke of his willingness to consider the idea to which she confirmed agreeing to start the process. Supervisor Gilpin noted these changes will take approximately 8 to 9 months to finalize and confirmed Commissioner Hanley did tell him he was willing to consider the idea. He stated the major issue is rezoning properties located on the other side of Cortez Boulevard because the County is not interested in changing their classification. Supervisor Stegall said the earlier it's started the quicker a conclusion can be reached. President Camp asserted the community needs to be protected to which Ms. Cannady said the only way to do so, would be to proceed as Mr. Schumacher previously suggested. Ms. Cannady continued her report with an update on Bid #17-13 (Drainage Remediation) confirming 5 responses were received, along with, 2 proposals for Bid #17-12. Staff has not reviewed the documentation (as of yet) but it will be brought to the Board as soon as possible to which President Camp said he found it encouraging to see how many responses came through. She presented a sample aluminum letter for District signs located at the front entrance and announced it would be discussed further over the budget process.

**13. Unfinished Business**

**14. New Business**

**15. Committee Reports**

**16. Public Comments-**

**Dave Halbig-** Stated today had been the first he heard of the considerations to rezone units and agreed with the idea. He asked if the change would still apply to purchased property to which Mr. Schumacher confirmed. Mr. Halbig said it should be done because even land owned by the County (once sold) would apply to which Mr. Schumacher said it's a great idea in theory; however, it can only be proposed. It's up to the County to approve it to which Mr. Halbig said it can be approved by the District.

Mr. Schumacher confirmed that was not the case because a new zoning classification would have to be imposed on all District properties. Mr. Halbig asked for clarification on his previous statements concerning a group foreclosure to which Mr. Schumacher explained the District will foreclose on the property for District assessments. Mr. Halbig was of the impression the District is no longer foreclosing on lots (other than selectively choosing properties based on value) to which Mr. Schumacher confirmed. He stated that has not changed; the only lots foreclosed on are properties part of a longer term plan which have value. Mr. Halbig asked (pertaining to Unit 12) if Hometown America was interested in purchasing the land (and if it would be legal) to which Mr. Schumacher said it's conceivable, however, it's not District property. Mr. Halbig urged the Supervisors look through the check register in the Financials because it's a useful tool.

**17. Discussion to/from Board-**

Supervisor Stegall asked why meetings are held at the Island View restaurant; he finds the noise from the kitchen distracting to which Supervisor Gilpin said that was his suggestion; however, it's up to the Board to change it. Ms. Cannady stated moving the meeting to the Island View opened the Community Center up for activities (specifically, summer camp); she recommended holding the meetings at the Island View (at least) in the summer for that reason. Supervisor Stegall recounted an argument amongst the waitresses at the last meeting and how distracting it was. President Camp was of the opinion; it takes more time to set up the meeting at the Island View (in comparison to the Community Center) to which Ms. Smith explained it is the same amount of time because the portable sound system is used. President Camp agreed it would be better to return to the Community Center with the exception of the summer to which Supervisor Stegall noted it's also an issue when meetings run longer and a banquet is taking place at the same time. Ms. Cannady recommended (after the Special meeting January 30<sup>th</sup> and the Board meeting February 9<sup>th</sup>) it can be considered to which President Camp suggested reviewing the Community Center's calendar first before making a change. Ms. Cannady noted there is already a conflict for the Island View on March 8<sup>th</sup> to which Mr. Kurtzeborn confirmed. President Camp agreed to meet with Ms. Cannady to get something ready for presentation.

He asked if anything has been done regarding funding received from the billboard to which Ms. Cannady confirmed there are three pending quotes from local builders. Hurricane Irma caused delays because vendors were not available; however, communication has been made with local vendors. She explained that because the project is lower than \$25,000; three quotes are required. Ms. Smith confirmed that there is one vendor showing interest at this time. Supervisor Brooks stated he was asked why the color of the sign outside the Maintenance Facility is different than other District signs to which Mr. Hurley said it's a temporary sign. Ms. Cannady asked if there is a permanent sign planned to which he confirmed that is not the case. The sign is there to help delivery trucks find the facility. Supervisor Brooks passed out a copy of an email and photograph relating to the Bocce court. He reviewed how the budget was approved by the Board and that the amount agreed upon will purchase what is shown. In his opinion, it is unacceptable; he mentioned how upon visiting Tanglewood's Bocce courts they looked better. He counseled that if it can't be done right, it shouldn't be done at all (because it will be a waste of money). He suggested saving the funds until the next budget process to do the project correctly. Using the tennis courts as an example and the membership counts; he attributed the success to the District's investment of funds. Supervisor Gilpin recommended Supervisor Brooks spearhead the project to which Mr. Hurley suggested expanding the tennis court area out (in preparation). Supervisor Brooks said an engineer should be contacted prior to making a concrete decision; he stated it may require having to be phased out. He asked if the priority list for Billy Casper Golf was finalized to which the consensus of the Board was in agreement. He asked who would send it to corporate to which Mr. Kurtzeborn confirmed. Supervisor Brooks asked for a copy of the communication to which he agreed. President Camp addressed Mr. Hurley and described the Maintenance Facility parking area; specifically, the location torn up with a clay based material piled to the side and asked why the entire space wasn't paved. Mr. Hurley stated the plan is to move the clay mounds towards the telephone pole. He explained it was torn up to permit maneuverability and extend the Driving range. President Camp asked if it is a budgeted task (or will the work be postponed) to which Drew Jones said the Driving range is not included in the budget (other than shifting the mounds).

He did anticipate finishing the work with in-house staff as much as possible. Part of the project was to remove the entrance drive and to bring in soil (basic fill dirt). The reason the contractor was not asked to do any finishing work was because it would be handled by staff (within the 2018 year; funds/time permitting) to which President Camp asked if it's only a possibility for this year and what the actual timeline is? Mr. Hurley said the mounds will be moved in-house as soon as possible; he asserted his plans for doing it this year. President Camp asked if he is waiting for the summer (because he couldn't understand why it isn't already scheduled) to which Mr. Hurley said there is so much that needs to be done (there have been other priorities). Supervisor Brooks asked if the District is responsible for building the mounds to which President Camp said he was thinking of a different location. Mr. Hurley elaborated how they were speaking of the area visible (as you come down Columbus Boulevard) located off to the side. Mr. Jones confirmed the mound Supervisor Brooks was speaking of was 30 years old to which Supervisor Brooks asked why the Board was only able to find out this information after President Camp; he asserted Supervisors should've been made aware earlier). Supervisor Gilpin noted it doesn't look nice and Board members are questioned often to which President Camp stated the comment often heard is, "why wasn't the job completed?". Mr. Hurley said it was not included in the contract to which Supervisor Gilpin asserted he does not want to see the mess there in May (or June) like what has happened to the tee on Hole #11. Mr. Hurley explained that a majority of these items came up after the project was completed to which Supervisor Gilpin said the Board understands.

**18. Sunshine Law Training Workshop-**

Mr. Schumacher called the Board's attention to the hand out Ms. Cannady was presenting (explaining they should've received a copy of this document when they became Supervisors). He asked if the Board would prefer to recess for 5 minutes to which a consensus was given; the meeting was recessed through unanimous consent.

**The meeting was recessed at 12:00 p.m.**

**The meeting was reconvened at 12:02 p.m.**

Mr. Schumacher reviewed the role of the Board of Supervisors which includes understanding and complying with the Sunshine Law, as well as the Code of ethics for Public officers. The Board is charged with governing the District via setting policies and procedures (A-1107). Some executive authority is delegated to the General Manager and essentially, Supervisors are to be Macro-Managers. Board members are responsible for attending regular Board meetings to ensure the growth and maintenance of the District. He reminded them Supervisors can take actions only as a group. Individual Supervisors can request information (or advise District staff); however, Board members should avoid giving directions to employees (unless specifically authorized; B-1108). The Sunshine law is still Section 286.011 and states, “meetings must be open to the Public, reasonable notice must be given and minutes must be taken”. Predominant questions to this statute are what is considered minutes (or a meeting); as it stands, if 2 or more members are together discussing (in any form of communication) subject matter that could come before the Board (or commission) for action; it is considered to be a meeting. If something is discussed that may happen ten or fifteen years, then the Sunshine law does not apply. He informed the Board that there is currently impending legislation that may bring further clarity to the statute; changes pertain to what constitutes a meeting. He reassured the Board that he would inform them as soon as a decision is made. He stated Supervisors cannot act as intermediaries; they can always get information from other people. He explained (using Ms. Cannady as an example) all information divulged to her is confidential and she cannot find out specifics such as Supervisor opinions on votes. Information can be sent amongst the Board; however, it can only be just that. He recommended giving material to Ms. Cannady for disbursement. He reviewed reasonable notice and Public participation is different. The President of the Board is permitted to set rules on how citizens will be permitted to speak. He explained how the current practice is informal (3 minutes to comment or a 5-minute maximum); he announced he is the official time keeper which can always be changed. People must be permitted to speak so long as they function within the set upon guidelines (and are not interfering with the meeting). He asked if there were any questions to which President Camp asked if he can email the Board for information on what they each wish to discuss (at a meeting).

Mr. Schumacher confirmed that would not be permitted; the rule of thumb is that anything a Supervisor sends should not expect a response. President Camp asked how he would be able to know if a Board member would want to discuss a subject at a meeting to which Mr. Schumacher said the Supervisor would need to communicate through Ms. Cannady. She would give information to the President when setting the Agenda.

With no further Board or Public comment, the meeting was adjourned.

**The meeting was adjourned at 12:07 p.m.**