

2. Pickleball Construction Status

Ms. Palmer was unimpressed with the communication between the company completing the construction of the pickleball courts and their progress. There was a meeting tomorrow at 9:00 a.m. with the Project Manager and the electrician, as there were issues with electrical wires being cut. At that meeting, a schedule would be provided. They were working hard on this project. Mr. Nargi questioned the status of the Pinckney seawall and the seawall that failed at the end of Seacrest. Ms. Palmer reported that the permitting was submitted to CPA and they were working on it. Mr. Walters questioned whether there were enough panels. Ms. Palmer stated that Hecker would be ordering some, as there were not enough panels and would follow up with them tomorrow. Mr. Nargi pointed out that the wall that failed, was at the end of canal and was only affecting CDD property.

C. District Manager

Ms. Lansford reported that the next meeting was on December 19, 2024 at 6:00 p.m. and reminded the Board, that they had until the end of the year, to complete their four hours of ethics training. It did not apply to Mr. Finley, as it only applied to Supervisors who were elected prior to March 31st. No certificate would be provided and staff would not be notified that it was completed. It was based on the honor system, when filling out Form 1 in 2025.

- **Hurricane Claims**
 - i. **Consideration of Proposal from Florida Pools for Big Popper Replacement** *(Insurance)*
 - ii. **Consideration of Proposal from FDDD Fencing for Fence Repair** *(Insurance)*
 - iii. **Consideration of Proposal from J&L Mobile Marine Service, LLC for Dock Repair** *(Insurance)*
 - iv. **Ratification of Proposal from Florida Commercial Roofing for Clubhouse Roof Tarping** *(Insurance)*
 - v. **Consideration of Proposal from Main Gate Enterprises for Gate Repairs** *(Insurance)*
 - vi. **Ratification of Irrigation Repair Proposals from LT Kim** *(Insurance)*
 - vii. **Ratification of Proposal for Pergola Repair from Rightway Restoration** *(Insurance)*

- viii. **Consideration of Proposal from Rightway Restoration for Interior Clubhouse Remediation** *(Insurance)*
- ix. **Consideration of Proposal from US Shingle for Clubhouse Roof Replacement** *(Insurance)*
- x. **Consideration of Proposal from Top Line Recreation, Inc. for Shade Removal**

Ms. Lansford and Mr. Isley met with the Insurance Adjuster today at 1:00 p.m., which lasted three to four hours. All of the above proposals were provided to them and they would have a team onsite, the first week of December, validating the cost of each proposal, but the Board needed to approve them. The total amount of repairs was \$1.2 to \$1.3 million, consisting of fence, dock, pergola, irrigation and gate repairs and leaks in the Clubhouse. The District's deductible was \$372,000. A final amount would be provided after the Insurance Adjuster's onsite visit.

Mr. Leventry MOVED to approve the hurricane claims as stated above and Mr. Nargi seconded the motion.

Mr. Rodriguez asked if the Admiral Point storage building was missing. Ms. Lansford confirmed that it was lost in a storm and was considered to be completely missing by the Insurance Adjuster. The insurance company would pay the total insured value to the District of \$93,500. Mr. Nargi pointed out that \$372,000 would be paid from the Reserve Fund, as there was an overage and the Board planned to look at future items that needed to be replaced. Ms. Lansford reported that the Clubhouse roof was tarped and there was a proposal to replace it, which was recommended. Mr. Nargi pointed out that the roof was 20 to 23 years old and requested that adjustments be made to the Reserve Study for these repairs. Ms. Lansford explained that once the Insurance Adjuster was onsite, the first week in December, they would have a better idea of what they were replacing and could adjust the Reserve Study.

On VOICE VOTE with all in favor the hurricane claims as stated above was approved.

SIXTH ORDER OF BUSINESS**Consent****Agenda****Items/Business****Administration**

- A. Minutes of the November 21, 2024 Meeting**
- B. Check Register**
- C. November 2024 Financial Statements**
- D. Consideration of Resolution 2025-02 Budget Amendment FY24**
- E. Discussion of Dock Applications**
 - 1. 990 Signet**

Ms. Lansford presented the minutes of the November 21, 2024 meeting, November 2024 Check Register in the amount of \$525,592.63 and Financial Statements through November 30, 2024, which were included in the agenda package.

On MOTION by Mr. Leventry seconded by Mr. Rodriguez with all in favor the consent agenda items as stated above were approved.

SEVENTH ORDER OF BUSINESS**Supervisor Requests**

Mr. Finley asked whether there was a plan to remove debris from culverts that were clogged on some ponds, according to the Blue Water Aquatic Reports and if it was contributing to the stagnant water and vegetation growth. Mr. Isley reported that there were grates on top, that Mr. Kim was going to remove vegetation from. Mr. Finley questioned whether the road analysis included 806 Manns Harbor Drive, where there was a paver walkway and if there was any damage that needed to be negotiated with Park Square. Ms. Palmer indicated that they evaluated all of roads and sidewalks on Manns Harbor Drive but would look at it again. Regarding the seawall, Mr. Finley felt that residents needed to maintain their backyards. The issue with the sumpage, was due to the use of a backhoe along the inside part of the seawall, to refill homes and air pockets, because they never compacted it. Hopefully, the pressure from the water going over the seawall and compacting it, would help. The only responsibility of the engineer was to look for catastrophic depressions and prevent collapses. He requested that Mr. Kim prioritize the hurricane cleanup areas and do the work in phases and ask District Counsel to send an abatement letter to Lyvwell, to clean up the Bismark Palms. Mr. Leventry indicated that Ms. Lansford was directed to send a letter to Lyvwell this past Monday, regarding this issue.

Mr. Rodriguez received an email regarding a Board certification course and questioned whether Board Members should be taking it. Ms. Reiss explained that only HOA Board

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor authorizing an amount not-to-exceed \$7,000 for sidewalk repairs was approved.

Mr. Isley questioned whether the Board wanted to allocate funds to Mr. Kim for this quarter. Mr. Nargi preferred to see Mr. Kim's list for next month. Mr. Rodriguez asked if the two 55-gallon tanks or bids and two kayaks, that were replaced, disappeared during the hurricane. Mr. Isley understood that one disappeared during the hurricane and the other one disappeared, because it not locked. It was based on an honor system, where someone would sign a kayak out and they were provided with a code, that they randomly changed. Mr. Leventry suggested purchasing a padlock with Bluetooth capabilities. Mr. Isley pointed out that the issue was when people were done using the kayak, they did not lock them back up. Mr. Leventry recommended changing the system, whereby the person renting the kayak, would be responsible for replacing it, if it disappeared.

SIXTH ORDER OF BUSINESS

Consent

Agenda

Items/Business

Administration

- A. Minutes of the December 19, 2024 Meeting**
- B. Check Register**
- C. December 2024 Financial Statements**
- D. Discussion of Dock Applications**
 - 1. 5239 Wishing Arch Drive**
 - 2. 5706 Tybee Island Drive**
 - 3. 5943 Blakeney Loop**

Ms. Lansford presented the minutes of the December 19, 2024 meeting, December 2024 Check Register in the amount of \$1,357,677.35 and Financial Statements through December 31, 2024, which were included in the agenda package.

On MOTION by Mr. Nargi seconded by Mr. Rodriguez with all in favor the consent agenda items as stated above were approved.

negotiate with DBPR, which they deliberated on and finally agreed to resolve it a month ago, with a \$250 fine, as long as the District updated the contact information for the liquor license, which would be GMS.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the Consent Order from the State of Florida Department of Business & Professional Regulation Division of Alcoholic Beverages & Tobacco was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

Ms. Reiss was informed by the District's Insurance Adjuster, Mr. Jed Hart, regarding the pending claim, which was working its way through the process. The inspections were completed, as well as an Engineering Report. The building inspectors were obtaining estimates but would not provide any specific information or timeframe. However, once the building inspectors had the estimated costs on the repairs, it would go back to the insurer for review and approval. It was at the top of their priority list and would take 30 days. The District could make any repairs it wanted to, but the compensation amount was unknown. Mr. Leventry pointed out that the concern was the roof, which was the largest expense, as it was anticipated to cost \$200,000 to repair. Ms. Lansford recalled that the original quote submitted to the insurance company, was for \$605,944.18, which they did not like and would probably deny it. Mr. Isley obtained a quote from a local vendor, which was \$259,000 and was submitted on January 18th. Ms. Reiss pointed out that the insurance company was now in the process of determining the appropriate cost. Mr. Leventry voiced concern that the quote was over 90 days and felt that the insurance company should have issued a partial check, since they approved some of the damage. Mr. Nargi felt that they needed to get ahead of the damages, so there were no further damages, which would lead to further claims. Mr. Leventry spoke to Ms. Lansford about submitting a bill of \$26,000 for the entire Summer care program, because of damages to the facility.

Mr. Leventry MOVED to proceed with all repairs except for the roof repair and Mr. Finley seconded the motion.

Mr. Walters questioned the dollar value. Ms. Lansford indicated that there was an interior rebuild and a roof replacement. Mr. Isley recommended proceeding with the roof replacement first, which was estimated at \$30,000 to \$40,000 and then proceeding with the interior, which was estimated at \$60,000 to \$70,000. Both vendors were local and could proceed upon approval. It would take three weeks to complete. Mr. Walters recalled that the repairs to Dockers (the youth clubhouse) was \$100,000. Ms. Lansford received an estimate of \$79,539 for Dockers and the total cost of the roof, interior of the Clubhouse and lighthouse repair was \$686,839. Mr. Leventry preferred to skip the Clubhouse repairs. Ms. Lansford pointed out that the bulk of the repair was the interior cost, which was \$64,139 and the revised cost for Dockers and the lighthouse repair was \$259,539.

On MOTION by Mr. Leventry seconded by Mr. Nargi with all in favor the repair of the youth clubhouse and the lighthouse repair in the amount of \$259,539 was approved.

1. Consideration of Agreement with HOA for Admiral Pointe Clubhouse Monthly Usage

Ms. Reiss recalled that last month, The Board approved a lease with the HOA for an office in the Admiral Pointe Clubhouse. The HOA approved it and a lease agreement was entered into, which the Board would approve at the next meeting, based on legal review and Ms. Lansford and Ms. Benton's approval. Mr. Walters recalled that last month, the Board approved the HOA paying \$100 per month and proposed reducing it to \$50 per month. Mr. Leventry agreed, as the CDD was not making any money and they were showing goodwill towards the community.

Mr. Walters MOVED to allow the HOA to lease office space in the Admiral Pointe Clubhouse for \$50 per month and Mr. Nargi seconded the motion.

Mr. Leventry requested amending the motion to include that it would be pending legal review.

thereafter. Mr. Walters indicated this was what they were trying to avoid, as it was hard for staff to keep track of it. Mr. Finley and Mr. Rodriguez preferred that the fee be \$500.

On VOICE VOTE the prior motion to adopt Resolution 2025-04, Amending and Adopting Rules and Rates Related to Gate Strikes & Damage to Gates Caused by Users as written was withdrawn.

On MOTION by Mr. Leventry seconded by Mr. Finley with Mr. Rodriguez, Mr. Nargi, Mr. Leventry and Mr. Finley in favor and Mr. Walters dissenting, Resolution 2025-04 Amending and Adopting Rules and Rates Related to Gate Strikes and Damage to Gates Caused by Users and setting the gate strike fee at \$500 plus the cost of damages was adopted. (Motion Passed 4-1)

FIFTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

1. Insurance Update

Ms. Lansford reported that she spoke to Mr. Judd Hart, Insurance Adjuster, who requested a call next week with her, Ms. Reiss and Mr. Isley to discuss the pending claims. On tonight's agenda was the main Clubhouse roof and interior rebuild, which cost \$259,000. Mr. Isley recommended it, as the roof was continuing to worsen, which the insurance company was aware of, as it was documented. If the roof is not done, the Clubhouse must be re-tarped, at a cost of \$28,900, as it was not meant to last. Mr. Leventry recommended removing the blue tarp and repairing the roof, as they were 90 days from the beginning of hurricane season and it would be 30 days before the insurance paid, since they had the money and they would still pursue an insurance claim. Ms. Lansford confirmed that there was \$3.3 million in reserves.

Mr. Leventry MOVED to repair the Clubhouse roof in the amount of \$259,000 and Mr. Nargi seconded the motion.

Mr. Finley agreed, as they were in a bad position, they were running out of time and it was included in the Reserve Study. Mr. Walters was in favor of it, as they obtained three bids and hoped that the insurance company provided reimbursement. Ms. Lansford confirmed that there were four bids, as the most up to date bid was revised, because of increased damage, due to the tarp. Mr. Rodriguez pointed out that fixing it immediately is the best course of action.

On VOICE VOTE with all in favor the proposal for rebuilding the main Clubhouse roof and interior replacement was approved.

Mr. Camenaro recommended pursuing a claim. Mr. Leventry proposed waiting one month, as it was costly to have special counsel fight the insurance company. *There was Board consensus to wait one month.* Mr. Leventry wanted communication to residents, as it would take three weeks to install the roof, which would inconvenience people coming to the pool. Mr. Nargi spoke to Mr. Isley about it and there was a good plan in place.

B. District Engineer

Ms. Palmer reported that regarding the Ibisview and Tybee seawall replacement, she confirmed with Tampa Port Authority (TPA), that it was not necessary to do anything, but the original 20 feet for the integrity of the seawall. The original drawings had the wrong section and when they came out to perform a site visit, they questioned why they were not doing the section that was actually failing on Ibisview. The 20-foot original quote was all that was necessary. They finally received the permits and were ready to start, as there were enough panels.

C. District Manager

1. Draft Pickleball Rules & Regulations

2. Schedule Public Hearing for Amenity Policies & Procedures

Ms. Lansford reported that the pickleball rules and regulations and scheduling the public hearing for the Amenity Policies and Procedures were discussed. A budget workshop was scheduled for May 29th and the next meeting was scheduled for April 17th. Mr. Leventry requested that Ms. Lansford provide a budget with a clear letter to residents on what the high watermark meant, so residents were not upset, as they were required to provide one by law. It was not the final budget and they would keep it as low as possible. Ms. Lansford agreed that the letter was misleading and confusing and therefore, they would do a second mailing, informing residents that this was not the final version of the budget. Mr. Nargi announced that he would not be present at the April 17th meeting.

SECOND ORDER OF BUSINESS**Pledge of Allegiance**

The Pledge of Allegiance was recited.

THIRD ORDER OF BUSINESS**Audience Comments on Agenda Items**

**This Portion of the Transcript was Verbatim at the Request of the Board.*

Mr. Smith: Mr. Scott Smith of 429 MiraBay Boulevard. First of all, thank you for your service, Mike. Overall, I like the good direction of the Board and the community. Thank you for the pickleball courts. Basketball should stand alone. My number one topic that I'm most concerned about though, is our roof claim. I've been busy, because that's my line of business. So, I haven't been able to pay a lot of attention and I haven't been able to get a lot of information. So, I just had some questions on things that I do not know. Did we hire our own engineer? Are we getting paid for a full roof? Was there an outside review of the policy and estimate? If those things weren't done yet, it's not too late. Number two, the pool slide. Open it, staff as needed, when it's busy. We're grandfathered in. The management company added wording in 2020, because they were on a cost plus. They wanted more money and they put it in our Safety Plan. It does not have to be in our Safety Plan. It can be removed. Tonight. You all can do a new Safety Plan and send it to the county. We'll come out, walk around and approve it. Number three, the pillar out here, it's worse now than when it was hit by a vehicle. In hindsight, rather than tearing it down, we should have fixed it. The reason that I'm bringing that up, is because it goes into decision making. How much leeway does the management company have to decide to tear something down, where now we have exposed wires and rods, if we choose to take a look at it tonight when we leave? I don't understand the pool gates and I don't think we have time to get into it, but during peak times, we used to put a staff person at the side gate with the key card. Because I think it's a safety issue for people to have to park over there, except for the trailers and navigate through the parking lot all the way to the front door. So, if we know we're going to be that busy that we need extra security and to check on things, let's just put a person out there. We've got extra hours since we don't need them on this slide. Thank you all very much. Are there any questions?

Mr. Leventry: I think a lot of the things that you brought up will be answered throughout the agenda tonight, especially with the insurance claim, the slide, those things.

SEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel****1. Insurance Update**

Ms. Reiss reported that the insurance claim was submitted, after much time and communication and a response was received. They did not approve the full amount of the claims, which was not surprising and she did provide them with a written response today, regarding their reasoning for not approving some claims and requested that they review them again. She also requested that a Structural Engineer provide an Engineer's Report, as the insurance company based their decisions on their own Engineering Report. Mr. Leventry questioned whether Ms. Reiss wanted to receive the Engineer's Report first before the roof replacement. Ms. Reiss confirmed that the roof was still in permitting and was not going to wrap up until the end of May. Mr. Isley indicated that the projected start date was May 26th. Mr. Leventry heard that most of the insurance companies in the State of Florida just finished paying residential claims and were starting to pay commercial claims. Ms. Reiss reported of the Hurricane Milton and Helene claims on the Department of Insurance website, a large percent of the claims that were completed, were residential. Although it seemed like it was taking a long time to get the claims resolved, it was not outside of the norm, based on the size of the claim. Mr. Walters requested a copy of the insurance from Ms. Lansford, to go through it with an Insurance Broker that lived in MiraBay, but they had not received the necessary information in order for him to review the policy. However, the brokerage company that the CDD was using, was based out of Ft. Lauderdale and preferred using a brokerage company in MiraBay, if it was same price and they were receiving better service. Ms. Reiss indicated that AEGIS was the agent of record for every District that she dealt with, as the CDD's insurance was unique, but that did not mean they could not look at other options. Ms. Lansford would forward the information.

Mr. Finley questioned the Action Plan going forward, as they had the claims established with the insurance company, as insurance companies were just like developers, the more they delay, the more time they get on their side to get things accomplished in their favor. Mr. Finley wanted the Board to take a serious look at where they stand, as the Board agreed to take money out of capital reserves, until they were reimbursed by the insurance company. Ms. Reiss indicated that they were having the engineer come out to provide a report, which they would forward back to the Insurance Adjustor and wait for their response. If it was not accepted, then the Board must make a decision as to whether or not to pursue litigation. Mr. Finley felt that they

should obtain other opportunities from different companies that were credible, reliable and honest and proceed with roof replacement, as residents were tired of seeing the blue tarp. Ms. Reiss reported that the Garcia lawsuit against the CDD was resolved and finalized but had not seen the final document. A resident at 706 Manns Harbor Drive installed a fence in a wetland area; however, they were not permitted to have structures there. As a result, the owner contacted the Southwest Florida Water Management District (SWFWMD), who informed them that they could make an application for a minor modification to the SWFWMD environmental resource permit, but the District would need to apply, in order for the owner to keep the fence in the wetland. If the minor modification did not go through, the owner would have to remove the fence. In her opinion, it did not make sense for the District to modify the permit. Mr. Leventry preferred to deny this request, as all residents in the 700 and 800 block would extend their fence. Mr. Walters thanked Ms. Reiss for staying within budget. Mr. Leventry agreed and further thanked Ms. Reiss for fixing the number of contracts that needed modifications.

B. District Engineer

1. Discussion of Dock & Lift Applications

a. 5706 Tybee Island Drive

b. 5605 Seagrass Place

Ms. Palmer presented two dock and lift applications. The first one was 5706 Tybee Island Drive, to extend their dock by 10 feet. The lift was slightly larger, but it was within the rules of the community, as well as the boat, but it was offset because of the 25% rule that the Tampa Port Authority (TPA) had with the pilings. Mr. Leventry did not approve of this application, as it would extend past half of the length of the lot, which was against their rules. Ms. Palmer reported that there were mangroves at 5605 Seagrass Place and the owner wanted to extend his dock to go past the mangroves. It would be a 40-foot dock with a lift. The District would have to sign over their Riparian Rights. Ms. Reiss explained that Riparian Rights were legal entitlements granted to landowners whose property bordered a body of water. Because of where the house was, they could only extend so much further out into the water. Mr. Nargi requested making a motion to deny the request, so it did not come back to the Board.