

**MINUTES OF MEETING
WINDWARD
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, **January 15, 2025** at 1:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

Tom Peltier	Chairman
Ernest Hofer	Vice Chairman
Greg Bobonik	Assistant Secretary

Also Present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel
Steven Saha	District Engineer
Thomas Santos	Field Manager
Several Residents	

FIRST ORDER OF BUSINESS

Call to Order

Mr. Showe called the meeting to order.

SECOND ORDER OF BUSINESS

Roll Call

Mr. Showe called the roll.

THIRD ORDER OF BUSINESS

Pledge of Allegiance

Mr. Showe led the pledge of allegiance.

FOURTH ORDER OF BUSINESS

Public Comment

Ms. Fallucca stated last month I asked about the irrigation on the ponding area next to my property. It is still being watered seven days a week. Why?

Mr. Showe stated Thomas and I met with KHov; the developer put in that temporary irrigation line that goes along the fence. I will work with them to get rid of that and I will find out where they are in the process.

Ms. Konem stated the code has not been changed in two years on the gate going and coming from Mystic Dunes. We find more vehicles flying through our streets. Can we have the codes changed?

Mr. Showe stated I think the HOA handles the access but we will find out. The CDD doesn't deal with the access on any of the gates. We handle the repairs on the gates but not access.

Ms. Barsa asked can we discontinue installing annuals and replace it with mulch? What plans do you have to reduce the costs to the community for the CDD? What programs are you going to cut, what expenses and what can we do in the future to make it cheaper for people who live here?

Mr. Mullins stated in 2023 the CDD has given Juniper approval to replace 77 palm trees in the community. At that meeting Juniper said they had to decide which trees were dying or dead and that is why they hadn't been removed. It is now January 2025, how are you going to address all the dead palm trees in our community.

Mr. Peltier stated they did an analysis of the palms throughout the community and we are waiting for that report.

Mr. Mullins stated I want the Board to realize that by not removing those trees, they have affected trees in residents' yards and the clubhouse.

Mr. Chin stated a company came by and took out some trees off the verge. When are they are going to replace them or if they are going to replace them.

Mr. Showe stated that was not coordinated through the CDD. They might have coordinated with the HOA.

FIFTH ORDER OF BUSINESS

Approval of the Minutes of the December 18, 2024 Meeting

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the minutes of the December 18, 2024 meeting were approved as presented.

SIXTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Trucco stated since the last Board meeting, the HOA counsel and I have had an opportunity to talk about several verge issues that have gone on for multiple years. It is very clear that they are eager to collaboratively work with the CDD to reach resolution that is in all of the residents' favor because as we have spoken of before the same members of the HOA are members of the CDD. Both entities understand that and they want to do what is in the best interest of all the residents.

They have provided a proposal that was added late to the agenda. It basically states that the HOA's new contractor, ULS would undertake several maintenance services on the verge that is owned by the CDD that are outlined in the fourth paragraph. The verge is the grass area between the street and sidewalk. What is not included are repairs, replacement and straightening of trees in the verge area in front the residential lots, sod replacement and mulching. Their contractor quoted them \$1,000 per month for those services included. The cost will be paid by the HOA and will not be presented to the CDD for reimbursement.

If we wanted their contractor to do things that are not included such as mulching, sod replacement, straightening of the trees, replacement of the trees, that would be a cost of the CDD. We also talked about the fact that the CDD is entitled to certain benefits that the HOA is not and vice versa. One of those things is sovereign immunity and we want to come up with a license agreement that will protect the residents and utilize the benefits that both these entities have under the law to the greatest extent possible. To the extent the CDD can assist in asserting a defense for sovereign immunity if there is any type of liability the CDD would work with the HOA to get the best result possible. The CDD has sales tax exemption and if the CDD can assist in some way we are happy to do that. We do need to spell out all these terms in a formal license agreement. They have submitted this proposal and we can get Board comment on this and because it was late in the agenda I would like to open it up to additional public comment.

Is there any member of the public would like to comment on the proposal?

Ms. Kerr stated the original contract with Prince & Sons, were they expected to provide that service in their contract?

Ms. Trucco responded no. The verge is not in the CDD scope.

Mr. Park stated it sounds like what we are doing is business as usual. We changed members but I'm not sure we have changed cultural attitudes, which direction the CDD is going. If we are

going to pay more money for things, then I would ask if the members can find funds out of the existing budget because we have been increasing dues over the last year and a half, like \$1,600. We are at a point where CDD costs which are equal to the tax base that people are paying on their homes. We need to change the thought for how we are going about doing this or let the residents realize that we have an open-ended cost basis going forward. What are the specific goals and objectives that we have for the next year?

Ms. Trucco stated this proposal suggests that the HOA would not be billing the CDD separately the \$1,000 per month. That is a recent development since this Board has taken seat.

Mr. Weber stated the HOA is talking to the CDD about taking over the service. Does the cost of your contract go down?

Ms. Trucco stated the CDD has never paid those costs. That was not in the original scope for the CDD's contract. We were under the impression that was included in the HOA's contract. There have been multiple efforts for a few years to get to the bottom of that.

A resident stated I was told when I bought into this community that the CDD was a one-time charge of \$1,200 that has skyrocketed. I don't appreciate hearing that you are slipping more into my pocket that seems to be your responsibility. I have watched the new landscaping company come through my backyard and straighten every tree behind my home yet the tree in front of my house is about on the road. Is that something you are looking to do or will it be four months down the road like the irrigation? You need to keep the fees down; they are way too high.

A resident stated in listening to this negotiation that took place between the attorneys and the Board, the CDD and HOA, I'm glad that is finally happening. It doesn't make sense that an HOA landscaper would stop one place and a CDD landscaper come in and mow the verge where no homes are located. I think the HOA Board should look at that and all the verge and not stop so it is done by one contractor.

Ms. Trucco stated that is a fair point and the Board can direct us to look at that. I believe that is part of the scope of the Prince & Sons contract.

Mr. Bobonik stated the Board appreciates what you have to say. We are working towards reductions as well as looking at every aspect of every contract. This is our second meeting so you are going to have to give us a little bit of time. As of Monday we have no one to cut the verge so we need to get a contract in place to do the basic maintenance, then we can start negotiating the

next contract to figure out how to bring it all under one umbrella. We have negotiated for four months to come up with an agreement for the verge.

Mr. Bobonik stated we are looking at \$1,000 a month for that verge area; when it was priced out by another contract it was over that amount. We worked with the HOA to come up with the best solution for the community.

On MOTION by Mr. Bobonik seconded by Hr. Hofer with all in favor staff was authorized to proceed with the agreement allowing the HOA to maintain the verge as outlined in the proposal and District counsel was authorized to prepare a license agreement to be brought back to the Board for consideration and the chair was authorized to execute the agreement when finalized.

Mr. Bobonik stated it looks like Juniper is in breach of their contract and I would like counsel to draft a demand letter.

On MOTION by Mr. Peltier seconded by Mr. Bobonik with all in favor staff was authorized to send a demand letter to Juniper and Mr. Bobonik was authorized to work with counsel to finalize the letter.

B. Engineer

There being no comments, the next item followed.

C. Manager

i. Approval of Check Register

Mr. Showe stated the only checks on this register are the Toho and Duke invoices.

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the check register was approved.

ii. Unpaid Invoices for Approval

On MOTION by Mr. Hofer seconded by Mr. Bobonik with all in favor the unpaid invoices were approved for payment.

Mr. Showe stated we will refine this process so that you get what you need and we get what we need.

iii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

Mr. Showe stated we just started 2025 and that resets the requirement for your four hours of ethics training.

If we want to continue holding workshops, instead of advertising them individually we can advertise an 11 a.m. workshop in the day of every Board meeting. We can advertise that one time for the rest of the year and hold or cancel the workshop.

On MOTION by Mr. Hofer seconded by Mr. Peltier with all in favor staff was authorized to notice a workshop at 11:00 a.m. on the days the Board holds meetings.

D. Field Manager

i. Well Update

Mr. Santos stated we had a vendor look at the well and they deemed they were not able to dig further into it but they did give us a price of \$1,000 to remove the equipment and cap it. I'm going to get another opinion.

Mr. Bobonik stated the previous cost was \$5,600 to grout it and cap it. That is why we were asking.

Mr. Peltier asked is this going to be a cost to KHov because they didn't abandon the well the right way?

Mr. Showe stated if that is the Board's direction that we go to them and make that part of the deficiency report we can do that.

Ms. Trucco stated I think we need to understand. Did they not comply with something? We might need the assistance of the engineer to determine that, if we get that confirmation then we need to go back to the developer

Mr. Peltier stated also the pond needs to be corrected to the original design. They went around that area to avoid the well.

Mr. Showe stated we will take that as direction from the Board and work with the engineer to determine what was on the plans.

Mr. Santos stated also the storm drain in the pond behind Mystic Dunes, I came up with a plan to conduct the repairs on our end. If we did it inhouse we would need to rent all the equipment, we believe we can get a vendor to do it cheaper and we are working to get proposals to get it done as cost effectively as we can.

Mr. Bobonik stated I would like to cap all the soaker heads in the verge area for the trees that have been there for a year. When they take off the soaker heads, keep them so we can use them in the future.

Mr. Santos stated that would be a separate proposal.

Mr. Showe stated I suggest we get a quote from United since they will be maintaining the verge area.

SEVENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Supervisor's Requests

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor the meeting adjourned at 1:54 p.m.


Secretary/Assistant Secretary


Chairman/Vice Chairman