

**MINUTES OF MEETING  
WINDWARD  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, **February 19, 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
Jarett Wright	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**

The following comments were made by the residents: Tree straightening program has stalled, the verge needs to be resodded, irrigation running twice a day, on Key Bay Trail there is a



channel from the swamp under Key Bay Trail to some piping that is part of the stormwater system and was completed by the developer.

**FIFTH ORDER OF BUSINESS**

**Approval of the Minutes of the January 15, 2025 Meeting**

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor the minutes of the January 15, 2025 meeting were approved as presented.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Reimbursement Request for Sod Replacement Costs**

On MOTION by Mr. Bobonik seconded by Mr. Peltier with all in favor the request for reimbursement for sod placed in the CDD property was denied.

**ii. Demand Letter to Juniper**

Ms. Trucco stated at the last board meeting you directed me in conjunction with Supervisor Bobonik to look through the record and compile a demand letter based on allegations of Juniper not fulfilling the contract pursuant to the terms therein. We are working on the demand letter.

**iii. Consideration of Assignment of Easement Agreement from K. Hovnanian at Mystic Dunes, LLC as Amended by First Amendment to Easement Agreement for Wall/Fence, Landscape and Irrigation Ner Formosa Gardens Blvd.**

Ms. Trucco stated this is an easement for landscape improvements including wall, fence, landscape and irrigation improvements to be installed and maintained in an area of property that is owned by Mystic Dunes. This was originally agreed to by KHov and we were approached by Mystic Dunes asking to participate in the maintenance of those improvements. We looked to see what they were relying on as part of that request, and we were provided with copies of these two documents. I read through them and my concern was with these easement agreements usually the obligation in easements run with the property owner so they run with the land. It wasn't clear to me by reading the document that the obligations in the easement agreements to maintain that

landscaping ran with any property that the CDD currently owns. There was a conference with the Mystic Dunes counsel and also with KHov's counsel and based on the information we have so far, it is our understanding that KHov intended to assign the easement and amendment to the CDD and they asked me to draft that. I explained that I don't have the authority to do that outside of a board meeting, I would need to come back to this board and get direction to draft an assignment of these obligations in the easement agreement that would assign the CDD the obligation to maintain all the improvements in that easement area.

This board needs to decide if there is a desire in the future to have control over the improvements that are abutting Formosa Gardens Boulevard. If you have a desire to have some control over the look there, the level of maintenance, over what is there then it may be worth looking into the assignment of the easement agreement to the CDD. As part of that we recommend we have our CDD staff go out there in conjunction with one of the supervisors to make sure the all the improvements that are subject to the easement agreement are brought up to the standard that the CDD board is comfortable with for accepting those improvements before they take on an assignment. Alternatively, today the board could decide that at this time they don't want to accept an assignment. I need feedback from the board on the direction you want to go. You can also go back and say you may consider an assignment in the future, but you desire to have a walkthrough meeting with landscape vendor, Mystic Dunes and KHov to understand what the expectation is.

Mr. Bobonik stated I think there is a desire to do that, but we need a site visit, your option 3 is the way to go, a site visit with GMS, a representative from the board, Prince, United and Mystic Dunes and if the developer wants to be present also. Let's set up a mutually acceptance time to see what it looks like and what it will require.

On MOTION by Mr. Bobonik seconded by Mr. Peltier with all in favor staff was authorized to set up a meeting with Mystic Dunes, KHov, GMS, United, Prince and a board member to ascertain the condition of the area covered in the easement agreement.

On MOTION by Mr. Hofer seconded by Mr. Peltier with all in favor Mr. Bobonik was authorized to work with Toho as the primary contact on the board.

On MOTION by Mr. Bobonik seconded by Mr. Peltier with all in favor Mr. Bobonik was authorized to do the site review with staff and Duke.

**B. Engineer**

There being no comments, the next item followed.

**C. Manager**

**i. Approval of Check Register**

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

**ii. Paid/Unpaid Invoices for Approval**

On MOTION by Mr. Hofer seconded by Mr. Peltier with all in favor the unpaid invoices were approved for payment and staff will provide detailed information on the location of the repairs made on the invoices from Prince & Sons.

**iii. Balance Sheet and Income Statement**

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

**iv. Streetlight Cost Breakdown**

A copy of the streetlight cost breakdown was included in the agenda package.

**v. Approval of 2020A Requisitions No. 9 & 10**

On MOTION by Mr. Bobonik seconded by Mr. Hofer with all in favor requisitions 9 and 10 from the 2020A bond issue were approved.

**D. Field Manager**

**i. Stormwater Repair**

Mr. Wright reviewed the proposal for repair of the stormwater structures 01, 04 and secondary repairs would be for overgrowth.

Mr. Peltier stated it appears that it has not been maintained by KHov and their staff. I think we need to move forward but I would like counsel to seek reimbursement from KHov.

Ms. Trucco stated at least one of those tracts we looked at in the workshop was conveyed to the CDD in 2021 but overall if you are concerned about a construction defect and you want to see if there are any options or any entitlement to potentially be reimbursed for something then I recommend the district engineer inspect those areas and give an opinion to the CDD board before you engage counsel to write a demand letter.

Mr. Peltier stated I feel that we should move forward to get this taken care of with Mystic Dunes.

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor the stormwater repair was approved in the amount of \$8,130.50 subject to review by the engineer.

**ii. Consideration of Proposals for Tree Straightening**

Mr. Showe stated the other items are the verge issues. One proposal is for a tree bubbler cap and removal, a proposal for tree straightening and one for sod repair.

**a. Tree Bubbler Removal and Cap**

On MOTION by Mr. Bobonik seconded by Mr. Peltier with all in favor proposal 149345 for tree bubbler removal and cap in the amount of \$2,818.20 was approved.

**b. Parkway Tree Straightening**

Mr. Bobonik stated there are three things that need to be removed from this proposal, on Limestone, 2119, 2127 and one on Seagrass 2280. *District will verify with developer any tree that they will replace and reduce from contract.*

On MOTION by Mr. Bobonik seconded by Mr. Hofer with all in favor proposal 149388 from United Land Services for tree straightening less the trees at 2118 and 2127 Limestone and 2280 Seagrass was approved.

Ms. Trucco stated because we don't have an agreement with United Land Services we recommend you have a front end agreement with them with our standard language in case there are any issues with the work that is performed.

Mr. Showe stated we can include all three proposals into one front end document.

Ms. Trucco stated future proposals approved by the board would be subject to all the terms in that front end agreement that way we don't have to keep going back.

**c. Verge Sod Repair**

Mr. Peltier asked how are they going to do it? Are they going to take out the sod and put in new soil and sod? What is the guaranty on the sod they are putting back in?

Ms. Trucco stated you can approve this subject to staff signoff and delegate authority to Supervisor Bobonik to work with the attorney on this item. Otherwise, you can table this for more information.

Mr. Showe stated industry standard is typically a year on a sod install. The nice thing is since they are in charge of maintaining that area, if they put the sod in, it is their sod. They have ownership of it and are required to be maintained per their contract.

There is a landscape contingency that has \$50,000 in it and we would probably pull all of these out of. *District will verify with developer any sod that they will replace and reduce from contract.*

On MOTION by Mr. Peltier seconded by Mr. Bobonik with all in favor proposal 149193 from United Land Services for 12,547 square feet of sod replacement in the amount of \$20,075.20 was approved and Supervisor Bobonik was authorized to work with district counsel and other staff on this item.

Mr. Showe stated the only other motion we need is something we discussed at the workshop is the board okay with a motion not to exceed \$2,000 for GMS to start working on the lights pending a meeting with Greg to go over the scope?

On MOTION by Mr. Peltier seconded by Mr. Hofer with all in favor staff was authorized to work on the lights in an amount not to exceed \$2,000 and to work with Mr. Bobonik on this project.

**SEVENTH ORDER OF BUSINESS                      Other Business**

Mr. Peltier asked when can we expect an update on the reports, etc. that we have been asking for? Especially, scheduling when the water is coming on for irrigation, wet checks, mowing schedule, reports detailing exactly what has transpired last month, what is being done currently, issues, deficiency reports?

Mr. Wright stated we met last week to go over expectations going forward, how we are going to start processing reports. We want to be a lot more detailed going forward so there is no confusion. We will be asking for a weekly report of items addressed this week, issues we are going to address next week and have a plan week to week so that when I come out, I know what I'm looking for. The plan is to combine all of those every single week and put the report into your agenda, that way everybody knows what was done and when. We are also looking for progress reports for next month's agenda.

Mr. Peltier stated we had a palm analysis done and that was supposed to be presented at the last meeting, but Paul wasn't here. Did we ever get that report?

Mr. Santos stated I haven't pulled any samples on the palms. I have driven through this community several times and I don't see palms that have any type of disease that warrants testing. To do a PCR test takes three to four weeks to culture and test. I have to pull a sample, send it to the University of Florida and they have to culture it, and it costs \$100 per palm to test for PCR.

Mr. Peltier stated you are saying you don't see any palms with disease even the big one on Four Seasons Boulevard that is half dead?

Mr. Wright stated we will look at that and we can look at injections that don't look as healthy as the others. Normally that is \$150 per tree.

Mr. Santos stated that is usually done on a quarterly basis depending on the time of year as to what is done to it. We can put nutrients into it and it does help. Based on the size of the tree it could be \$125 to \$150 per tree. A large caliper tree it takes more injection points than a smaller caliper tree.



Mr. Peltier stated when we asked you to do an analysis of the trees that needed to be replaced, I know there are several by the sales center that have died and those have never been on a report. Is there a reason for that? We asked for a deficiency list, that is what I'm after, deficiencies throughout the community. I'm talking about all the tracts of land. You have been here six months, and we have asked for this for six months. I can look at it with you.

**EIGHTH ORDER OF BUSINESS**

**Supervisor's Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Hofer seconded by Mr. Peltier with all in favor the meeting adjourned at 2:02 p.m.

  
Secretary/Assistant Secretary

  
Chairman/Vice Chairman

