

**MINUTES OF MEETING  
BABCOCK RANCH  
COMMUNITY INDEPENDENT SPECIAL DISTRICT**

The Board of Supervisors of the Babcock Ranch Community Independent Special District held multiple Public Hearings and a Regular Meeting on Thursday, November 16, 2017 at 1:00 p.m., at 14750 SR 31, Punta Gorda, Florida 33982.

**Present at the meeting were:**

Gary Nelson	Chair
Bill Vander May	Vice Chair
Kathy Valentine	Assistant Secretary
Elizabeth Andres	Assistant Secretary

**Also present were:**

Craig Wrathell	District Manager
Alyssa Willson	Hopping, Green & Sams
Amy Wicks	District Engineer
Terry Holihan	Kitson and Partners
Jerry Evans	Field Operations – Babcock Ranch
John Broderick	Ops Construction – Kitson & Partners
Tony Marinacci	Ecologic Waste Management, LLC

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Wrathell called the meeting to order at 1:01 p.m.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Mr. Wrathell stated that Supervisors Nelson, Vander May, Valentine and Andres were present, in person. Supervisor Maltese was not present.

**THIRD ORDER OF BUSINESS**

**Public Comments** *[any members of the public desiring to speak on a specific agenda item may address the Board]*

There being no public comments, the next item followed.

**FOURTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comment and Objections to the Adoption of a Rule Setting Fees Related to Site Plan Review Within the District Pursuant to Chapter 2007-306, Laws of Florida, as Amended and Section 120.54, Florida Statutes**

Mr. Wrathell stated that, at the last Board meeting, the Board adopted a Resolution ratifying Staff’s previous actions advertising the Notice of Rule Development and Rulemaking. The first item was related to the Site Plan Review Fee, attached as “Exhibit A”, to Resolution 2018-04, which included the original review fee of \$78 per single-family lot and added the re-submittal fee of \$35, per single family lot. The District Engineer updated their fee proposal to include that service, as well.

**A. Affidavits of Publication**

Mr. Wrathell presented the affidavit of publication for today’s Public Hearings and Regular meeting.

- **Notice of Rule Development**
- **Notices of Rulemaking**

Mr. Wrathell presented the affidavits of publication for the Notice of Rule Development and the Setting of Fees, for both Charlotte and Lee Counties.

**\*\*\*Mr. Wrathell opened the Public Hearing.\*\*\***

No members of the public spoke.

**\*\*\*Mr. Wrathell closed the Public Hearing.\*\*\***

**B. Consideration of Resolution 2018-04, Adopting Site Plan Review Resubmittal Fees; Providing a Severability Clause; and Providing an Effective Date**

Mr. Wrathell presented Resolution 2018-04.

In response to Ms. Andres’ request for clarification, Ms. Willson replied that, moving forward, this Fee Schedule would be for any phase and not phase-specific.

**On MOTION by Mr. Vander May and seconded by Ms. Andres, with all in favor, Resolution 2018-04, Adopting Site Plan Review Resubmittal Fees; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Public Hearing to Hear Public Comment and Objections to the Adoption of a Rule Setting Fees and Charges Related to the District’s Potable Water, Sewer and Irrigation Quality Water utility, Adoption of the Revised Utility Service Policy and Adoption of the Revised Utility Service Policy, Pursuant to Chapter 2007-306, Laws of Florida, as Amended and Section 120.54, Florida Statutes**

Mr. Wrathell stated that, at the last meeting, the Board ratified Staff’s actions to advertise for the Notice of Rule Development and Rulemaking regarding an updated Fee Schedule for the water, wastewater and irrigation utility, as well as updated Policies and Procedures. This morning, Mr. Holihan gave Mr. Wrathell a letter from Public Resources Management Group (PRMG), which is the Utility Advisor to the District. In the letter, PRMG described the Fee Schedule to include, “miscellaneous services”. A copy of the letter was distributed. Mr. Wrathell read the letter and described the miscellaneous fees, as outlined on Page 8, of the “Potable Water, Wastewater and Irrigation Quality Water Rates and Fees Schedule”. Pursuant to the letter, “the application of these fees is customary in the industry and provides additional revenue to offset utility costs to promote rate fairness”. In essence, customers who are requesting these special services are paying for them, versus the existing utility customers subsidizing it.

Ms. Willson stated that, upon further review of the miscellaneous fees, there were some comments that a revision was needed to the calculations. Mr. Holihan stated that the calculations were not mathematically accurate but the concept was. A disclaimer should also be added to the Equivalent Residential Component (ERC) calculations because he wanted to ensure that nobody designed a facility that would treat these ERC calculations as a substitute, for design purposes.

**A. Affidavits of Publication**

Mr. Wrathell presented the affidavit of publication for today’s Public Hearings and Regular meeting.

- **Notice of Rule Development**
- **Notices of Rulemaking**

Mr. Wrathell presented the affidavits of publication for the Notice of Rule Development and Setting of Fees for both Charlotte and Lee Counties.

**\*\*\*Mr. Wrathell opened the Public Hearing.\*\*\***

No members of the public spoke.

**\*\*\*Mr. Wrathell closed the Public Hearing.\*\*\***

**B. Consideration of Resolution 2018-05, Amending the Utility Rate Tariff and Policies for the Babcock Ranch Water Utilities; Providing for Severability and Providing an Effective Date**

Mr. Wrathell presented Resolution 2018-05.

**On MOTION by Ms. Andres and seconded by Ms. Valentine, with all in favor, Resolution 2018-05, Amending the Utility Rate Tariff and Policies for the Babcock Ranch Water Utilities; Providing for Severability and Providing an Effective Date, subject to Staff and District Counsel revisions to the proposed Rules, as necessary, was adopted.**

**SIXTH ORDER OF BUSINESS**

**Consideration of Facility Use Agreement [Band Shell]**

Mr. Wrathell stated that Ms. Willson prepared a form of a Rental Agreement. Mr. Evans received a request from an individual to host a wedding in the Band Shell Facilities.

Ms. Willson stated that the Rental Agreement was similar to Rental Agreements she uses in other Districts. There is no fee provision in this Rental Agreement because the District has not yet adopted fees and charges, relating to rentals of that facility. She believed the renter may make a donation but the District was not charging a use fee for the facility. It was her impression that it would be a small wedding with approximately 15 to 20 people in attendance. An official date has not been determined; therefore, the Agreement should be adopted, in form, to allow Mr. Evans to fill in the applicable information. There was discussion regarding general liability and/or liquor liability insurance and, alcohol would be served. The bride indicated that alcohol would not be served at the wedding.

**On MOTION by Mr. Vander May and seconded by Ms. Andres, with all in favor, the Facility Use Agreement for the Band Shell, in substantial form, authorizing Mr. Evans to fill in the applicable information, was approved.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Ecologic Waster Management, LLC, Waste Collection Services and Disposal Agreement**

Mr. Wrathell stated that Mr. Evans received a proposal from Ecologic Waste Management, LLC (EWM).

Mr. Evans stated that the Waste Collection Services & Disposal Agreement from EWM was straight forward in that:

- EWM has taken care of all the trash service throughout the community
- A map was attached displaying all of the trash receptacles for various entities
- A Price List was included
- It would be fluid as the District grew and would be expanded upon

Ms. Willson stated that she and Mr. Evans were working on incorporating some required ISD language into the Agreement, such as public records language and the reservation of “no waiver of sovereign immunity”, on behalf of the District. She asked that the Agreement be approved, in form, subject to final legal review.

In response to a question, Mr. Evans confirmed that, although there would be multiple locations, it would be considered one, single account.

Ms. Andres stated that the street names were not correct on the map. Mr. Tony Marinacci, of EWM, replied that the map was given to him prior to the updated version; he would correct the names.

**On MOTION by Mr. Vander May and seconded by Ms. Andres, with all in favor, the Ecologic Waster Management, LLC, Waste Collection Services and Disposal Agreement, subject to final legal review, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Interlocal Agreement  
Between Lee Health and Babcock Ranch  
Community Independent Special District**

Mr. Wrathell presented the Interlocal Agreement (IA). Under its powers, this particular District has the ability to provide certain health-type care facilities or services. The IA was in that regard; however, it was intended to create a framework of cooperation between the District and Lee Health. In many instances it would be the Developer coordinating with Lee Health and, in certain cases, entering into lease arrangements, etc., under that umbrella. From a Staff perspective and because of this existing power in the legislation and Lee Health being a Special District, as well, he was sure that Lee Health would like an IA and that was what was proposed.

Mr. Holihan stated that Lee Health, as a public entity, did not have a charter yet that allows them to operate in Charlotte County, thus, the IA was necessary so Lee Health could operate under another jurisdiction; that jurisdiction would be the District. The IA authorizes Lee Health to operate within the jurisdiction limits of the ISD.

Discussion ensued about Lee Health’s services to operate, clinics, operating agreements and Paragraph 2A of the IA, and facilitating agreements.

Ms. Willson asked the Board to consider approving the ISD entering into a Letter Agreement with the appropriate Developer entities to identify and authorize those entities to act on the District’s behalf to fulfill the obligations of this IA. Mr. Wrathell stated that the IA has an initial five-year term.

**On MOTION by Ms. Andres and seconded by Mr. Vander May, with all in favor, the Interlocal Agreement Between Lee Health and Babcock Ranch Community Independent Special District, was approved.**

**On MOTION by Mr. Vander May and seconded by Ms. Andres, with all in favor, authorizing Staff to prepare a form of Agreement and for the District to engage in a Letter Agreement with the Developer, as an authorized Agent of the District, to perform the actions contemplated by the Interlocal Agreement, were approved.**

**NINTH ORDER OF BUSINESS**

**Consideration of Golf Cart Policies and Recommendations and Registration Agreement**

Mr. Wrathell stated that the District was considering a proposed Golf Cart Policy and Recommendations. Charlotte County already has a County Ordinance dealing with golf carts driving on paved roads and the requirements thereof. The Policy in the agenda package proposes following and emulating the County Ordinance within the District and create a registration process.

Ms. Willson stated that the proposed policies encompass the relevant statutory requirements for golf cart operation on designated public roads. To be clear, the policies recommended the registration process and attaining appropriate insurance; however, under the Florida Statutes, one cannot absolutely require those items.

Ms. Andres inquired if and when all the policies discussed today would be posted on the District’s website. One of her roles as “Building Liaison” is to let people know where to find information.

Mr. Wrathell replied that it could very easily be put on the District’s website.

Ms. Willson stated that the newly adopted Utility Policy indicated, throughout, that all those documents would be available on the ISD website, as well. Staff will work together to get all the policy documents on the ISD website.

Discussion ensued regarding registration of golf carts and potential issues. Mr. Broderick requested inserting a provision stating that golf carts are not to be used on the trails.

Ms. Willson would amend the Golf Cart Policy accordingly.

**On MOTION by Mr. Vander May and seconded by Ms. Andres, with all in favor, the Golf Cart Policies and Recommendations and Registration Agreement, as to be amended by Ms. Willson, as described, to add verbiage that golf carts cannot be used on off-road trails, was approved.**

**TENTH ORDER OF BUSINESS**

**Consideration of Babcock Ranch School  
Concurrency Agreement**

Mr. Wrathell presented the Babcock Ranch School Concurrency Agreement (BRSCA). The District must deal with the issue of providing school space for students, as this Development comes into the future. In the BRSCA, the Babcock Neighborhood School, Inc. (BNS) was an established a public charter school in the ISD to serve the initial needs of the Development, starting with the 2017-2018 school year and the BNS expected to file an application for a charter high school on or before the 2019-2010 school years. In lieu of providing a site for a public school, at this particular point, the District was providing it, via the charter schools.

Mr. Holihan stated that the way the BRSCA was drafted, it was the Developer’s position that it was satisfying the BRSCA but not for this hearing. There is an initial Site Dedication Hearing between the Developer and the County and this District has been a party thereof primarily because the District may have been involved in a future dedication of land. With the introduction of charter schools into the community it basically is pulling the application in the Site Dedication, which may very well go away in the future. From a local regulatory perspective, the BRSCA was entered into to ensure that it has been satisfied for the current platted areas as

well as a certain number of residences that will be associated with the student stations in those facilities being built. It was really to confirm the concurrency status of the project and, in some ways, was tolling the discussion on the Site Dedication Agreement. He would not be surprised if, in the spring, it would be terminated or materially modified to remove that obligation, since the charter schools would be moving forward and providing those facilities.

Ms. Willson stated that, as far as timing, the School Board would consider the BRSCA likely in December and they were still undergoing final negotiations. She asked that the Board consider the BRSCA, in its form, authorize Staff to continue the discussions with the School Board and authorize the Chair to sign the BRSCA, in final form, as approved by Staff.

Ms. Andres asked Mr. Holihan to explain Paragraph 3.e. of the BRSCA, regarding the School Capacity Availability Determination Letter (SCADL). Mr. Holihan replied that, with the plats that came in, there was a SCADL that spoke of passing availability of the termination letter that would determine, with each plat, that the concurrency was satisfied. He wanted to ensure that, by going through the BRSCA, it would not undue, invalidate or terminate those existing SCADLs and preserved the invested status of the plats.

**On MOTION by Ms. Andres and seconded by Mr. Vander May, with all in favor, the Babcock Ranch School Concurrency Agreement, in substantial form, pending further negotiations and authorizing the Chair or Vice Chair to execute, were approved.**

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Surf N Turf Pro, LLC Estimate #78**

Mr. Wrathell presented the Surf N Turf Pro, LLC, Estimate #78, for \$300. Since this expense would not be just for \$300 and would be an ongoing service, it might be worth considering authorizing the Field Operations Manager to spend up to \$5,000, or, in certain cases, an amount a bit more, as long as it was budgeted. This amount was an example of an expense small enough for Mr. Evans to potentially authorize on his own. Establishing a spending threshold for the Operations Manager, enabling him spend up to a specified amount, such as \$5,000, could be considered.

Discussion ensued about authorization already existing in the Operation Manager's Management Agreement with the District. Mr. Evans thought that, pursuant to his Management



Agreement, the authorized amount was \$5,000; however, he was under the impression that, if he were “contracting”, approval still needed to come through the Board. He would provide his Management Agreement for the Board to review and discuss at the next meeting.

Mr. Wrathell suggested that, even if the \$5,000 authorization amount was included in Mr. Evan’s Management Agreement, the Board should formally approve it, by Motion, so it was clear for the record.

Regarding the Surf N Turf Pro, LLC estimate, Mr. Evans stated that the Splash Pad Cleaning Service operates and cleans very similar to a swimming pool; there were filtering systems and the surface and sidewalls would be scrubbed. The only thing that the proposal did not clarify was that it would be a contract for \$300 per month, for twice a week cleaning services, and asked for that to be included.

Mr. Wrathell requested that Ms. Willson prepare a form of an Agreement.

**On MOTION by Mr. Vander May and seconded by Ms. Valentine, with all in favor, the Surf N Turf Pro, LLC Estimate #78 for \$300 per month, for twice a week cleaning services, and authorizing District Counsel to prepare a form of Agreement, were approved.**

**TWELFTH ORDER OF BUSINESS**

**Approval of Unaudited Financial Statements as of October 1, 2017**

Mr. Wrathell presented the Unaudited Financial Statements as of October 1, 2017. Checks would be cut a week, to allow for timely payments. The Operations Manager is responsible for reviewing and coding invoices as well as approving each payables run each week. Procedurally, Mr. Evans would submit the invoices, via Federal Express, to Management’s office and a list of payables for each proposed check-run would be prepared. That list would be reviewed by Mr. Evans, Mr. Broderick or whoever should review it. It must be reviewed and approved, one final time, prior to Management cutting checks.

Mr. Wrathell and Mr. Vander May developed a plan for having a bigger reserve so the District could run one month at a time and then submit a funding request at the beginning of each month, or on a designated date, so that the Developer would have roughly two weeks to provide that funding. He did not want to build a reserve larger than needed. Reserves for the previous month would be evaluated, at the time, for funding for the following month.

Mr. Vander May was pleased with the work of Ms. Schackmann and Mr. Pinder; the statements were 180% better and he really appreciated Mr. Wrathell explaining it. Regarding the water utility, more work must be done on the lease side since there was a monthly lease payment that needed to be accrued. Ms. Schackmann and Mr. Pinder should contact Gail, at Town and Country, to ensure they all were in sync.

Mr. Wrathell believed he already received the invoice after October 31. Mr. Vander May stated that, as a key item for the District and as Mr. Wrathell and Staff got into the annual audit, they should ensure that both the District’s Team and Town and Country’s Team concur on how the Lease is being processed and calculated and how the accounts receivable would operate. Ultimately, the District would not be able to bring in the usage fees to cover the lease payments as quickly as desired, so there would be an accumulation of that liability if the transition was not yet on the books.

**On MOTION by Mr. Vander May and seconded by Ms. Valentine, with all in favor, the Unaudited Financial Statements as of October 1, 2017, were approved.**

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of October 26, 2017  
Regular Meeting Minutes**

Mr. Wrathell presented the October 26, 2017 Regular Meeting Minutes and asked for any additions, deletions or corrections. The following changes were made:

Line 29: Change “Pankon” to “Pankow”

Line 31: Change “Kitson & Partners” to “Lee County Appointed Representative”

Lines 127, 128 and 169: Change “Ms. Wilks” to “Ms. Wicks”

Ms. Andres stated that, in the past, the Minutes were coming to her and not being kept too well. It was her understanding, from the last Board meeting, that Lori would be the holder of the hard copy of the Minutes. Mr. Wrathell stated that Ms. Daphne Gillyard, of his office, would be the holder of the Minutes and District records. Ms. Gillyard would be working with Lori on ensuring Lori has all the District records on site, as well, to satisfy the local Office of Records requirement.

**On MOTION by Mr. Vander May and seconded by Ms. Valentine, with all in favor, the October 26, 2017 Regular Meeting Minutes, as amended, were approved.**

**FOURTEENTH ORDER OF BUSINESS                      Staff Reports**

**A.     District Counsel: *Hopping Green & Sam, P.A.***

**i.     Hauler Minimum Insurance Requirements**

Ms. Willson referred to the Insurance Exhibit and recalled that, last month, the Board approved a Liquid Waste Hauler Agreement. The Agreement noted that the insurance requirements would be incorporated in the attached Exhibit A. The Insurance Exhibit was "Exhibit A". Developer's counsel, Mr. Johnson, and Ms. Willson reviewed the requirements and it was the opinion of all that it was in the best interest of the District to approve these requirements, by Motion, and then they could be incorporated into the Agreement. In response to Ms. Andres' inquiry, Ms. Willson replied that, typically, the Certificate of Insurance would go to the District Manager.

Mr. Wrathell stated that Mr. Jon Myer and his group were running the utility and they were there when trucks come in. From a logistical perspective, since Mr. Myer and his group were dealing directly with the haulers, as they enter, it made better sense for them to obtain the Certificate of Insurance from each hauler.

Ms. Andres suggested that Mr. Myer and his group be the main entity to receive the Certificate of Insurance and for a copy to be provided to Mr. Wrathell's office.

**On MOTION by Mr. Vander May and seconded by Ms. Valentine, with all in favor, the Hauler Minimum Insurance Requirements, as amended, were approved.**

**B.     District Engineer: *Kimley-Horn & Associates***

There being no report, the next item followed.

**C.     Field Operations Manager**

Mr. Evans stated that he would have a contract for services on a building for the next meeting.

**D.     Construction Manager**

Mr. Broderick stated that, on December 28, there should be an additional filed plat, “1 B-2”, which is under contract by Pulte. He was encouraged and hoped that Pulte would be taking down lots, as soon as December.

**E. District Manager: *Wrathell, Hunt and Associates, LLC***

**i. NEXT MEETING DATE: December 13, 2017 at 1:00 P.M.**

Mr. Wrathell stated that the next meeting will be on Wednesday, December 13, 2017 at 1:00 p.m., at this location.

**FIFTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

Mr. Nelson stated that the District had its Exit Hearing, for zoning, which went well. The District should have its final recommendation around the end of the year or early next year and hopefully go to the BOCC around January/February, at the latest. He was surprised about the number of people who did not show up. Regarding the State Infrastructure Bank (SIB) loan and that process, he was back-and-forth with the Department of Transportation (DOT); the DOT was asking that the Metropolitan Planning Organizations (MPOs), for both Charlotte and Lee Counties, pass a Joint Resolution allowing the DOT to pay back the loan, itself, if the ISD were to fail. The only way the DOT would have to do that is if:

- The impact fees collected by the Developer did not cover debt.
- The assessment failed to be done by the ISD.
- The assessment was done and was not paid and it goes to selling tax certificates.

There would be a pretty slight chance of the DOT using these fees. Mr. Nelson would like to give the DOT the assurance, when meeting with them in December that any projected shortfall in an annual payment for the loan would be automatically incorporated into the next assessment. The DOT said it would look at drafting something similar to that but Mr. Nelson would like to be able to tell the DOT that, next month.

Ms. Willson stated that it would be appropriate to make a Motion to authorize District Counsel to prepare a Resolution regarding the Board’s support to pursue the State Infrastructure Bank Loan, for consideration at the December meeting.

**On MOTION by Mr. Nelson and seconded by Mr. Vander May, with all in favor, authorizing District Counsel to prepare a Resolution and accompanying documents regarding the Board’s support to pursue the State Infrastructure Bank Loan, for consideration at the December meeting, was approved.**

Discussion ensued regarding the status of the application.

**SIXTEENTH ORDER OF BUSINESS    Public Comments**

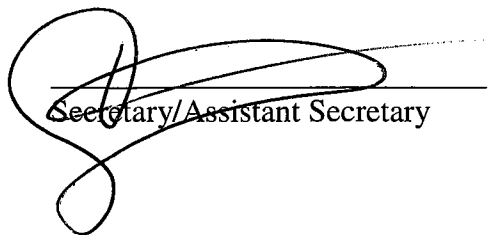
There being no public comments, the next item followed.

**SEVENTEENTH ORDER OF BUSINESS    Adjournment**

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Ms. Andres and seconded by Ms. Valentine,  
with all in favor, the meeting adjourned at 2:25 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair