

**MINUTES OF MEETING
OSPREY OAKS
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Osprey Oaks Community Development District's Board of Supervisors was held on Monday, November 6, 2017 at 6:15 p.m., at the Clubhouse of Osprey Oaks, located at 7054 Muscovy Court, Lake Worth, Florida 33463.

Present and constituting a quorum were:

Meredith Naim	Chair
John Flaherty	Assistant Secretary
Steve Ratkowski	Assistant Secretary
Jeffrey Fuchs	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Ginger Wald	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Naim called the meeting to order at 6:15 p.m. Supervisors Naim, Flaherty, Ratkowski and Fuchs were present, in person. Supervisor Gielda was not present.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Discussion: Public Records Request(s)
from Board Members**

A. Environmental Resources Management (ERM) (*deferred from June 5, 2017 and September 14, 2017 Meetings*)

Mr. Flaherty confirmed that a meeting with ERM was scheduled for Wednesday, November 8, 2017 at 10:00 a.m., at ERM's headquarters.

This item was deferred to the next meeting.

FOURTH ORDER OF BUSINESS

Consideration of Responses to Request for Qualifications (RFQ) for District Engineering Services (deferred from June 5, 2017 and September 14, 2017 Meetings)

A. RFQ Package

This item was provided for informational purposes.

B. Affidavit of Publication

This item was provided for informational purposes.

C. Respondents

- i. Higgins Engineering, Inc.**
- ii. Motre Co., LLC**

These items were provided for informational purposes.

D. Ranking

This item was not addressed

E. Award of Contract/Authorization to Negotiate with Number-One Ranked Firm

Ms. Naim questioned if any other Board Members saw a reason to go through the responses to the Request for Qualifications (RFQs). She personally did not see any responses that impressed her but, if anyone had a different thought or opinion, it could be discussed.

On MOTION by Mr. Ratkowski and seconded by Ms. Naim, with all in favor, retaining the current District Engineer, Schnars Engineering, was approved.

FIFTH ORDER OF BUSINESS

Approval of Unaudited Financial Statements as of September 30, 2017

A. Check Register: *May - September*

B. Invoices: *May - September*

Ms. Naim presented the Unaudited Financial Statements as of September 30, 2017.

On MOTION by Mr. Ratkowski and seconded by Mr. Flaherty, with all in favor, the Unaudited Financial Statements as of September 30, 2017, were approved.

SIXTH ORDER OF BUSINESS

Approval of Minutes

A. June 5, 2017 Regular Meeting Minutes (*deferred from September 6, 2017 Public Hearing and Regular Meeting*)

B. September 14, 2017 Public Hearing and Regular Meeting

Ms. Naim presented the June 5, 2017 Regular Meeting and the September 14, 2017 Public Hearing and Regular Meeting Minutes and asked for any additions, deletions or corrections. The following change was made to the September 14, 2017 Public Hearing and Regular Meeting Minutes:

Line 176: Change “April 2” to “March 5”

Ms. Cerbone would reconfirm each meeting date with the Supervisors, prior to each scheduled meeting. Should they decide the meeting was not needed, it would be cancelled.

On MOTION by Mr. Ratkowski and seconded by Ms. Naim, with all in favor, the June 5, 2017 Regular Meeting Minutes, as presented, and the September 14, 2017 Public Hearing and Regular Meeting Minutes, as amended, were approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being no report, the next item followed.

B. District Engineer

There being no report, the next item followed.

C. District Manager

i. NEXT MEETING DATE: December 4, 2017 at 6:15 P.M.

Ms. Cerbone stated that the next meeting will be held on December 4, 2017 at 6:15 p.m., at this location.

EIGHTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors’ Requests

Mr. Ratkowski stated that residents approached him about there being nothing in the community for children, such as a playground, basketball court, etc. Residents expressed that, since most pay taxes through their escrow, it would be easier for them to pay for things through their taxes than paying higher HOA dues. He questioned if there could be a capital contribution or if the CDD could work something out with the HOA.

Ms. Wald stated that the HOA could donate property to the CDD and the CDD could then move forward with developing a playground or something else. The problem with the CDD giving a monetary contribution was that the CDD does not have the property. The CDD could enter into an agreement with the HOA, such as a License Agreement, over that property and install the equipment, etc. It could be done; it was a matter of working out the logistics.

Ms. Cerbone stated, regardless of whether there was a the new HOA Board, if the HOA was willing to work with the District, the District could include a budget line item entitled "Playground equipment" and, during the budget process, those funds could remain in the line item, be moved to something else or removed from the budget, prior to adoption, depending on the situation with the HOA. Mr. Ratkowski stated that the HOA has the property but no one knows the process for the District to do something with it. He felt that the costs for maintenance, etc., for this would be better received by owners if it was in their taxes, not HOA dues.

Mr. Flaherty felt that, in the spirit of that and with the CDD Board moving from being Developer-based to a homeowner-based, it would benefit everyone to coexist with the HOA to keep property values up and determine what needs to be done in the CDD. He noticed a few issues within the CDD, such as infrastructure not being maintained.

Ms. Cerbone stated that, if Board Members observe infrastructure or other issues, they should notify the District Manager and Management would address it and take the necessary steps to resolve the issue. If an issue was part of the CDD's Maintenance Agreement with Property Management, the District Manager, in conjunction with District Counsel, would typically send a letter to the Property Manager regarding the issue. Mr. Flaherty wanted the CDD to notify the Property Manager when District Staff would be on site, etc.

Ms. Wald discussed the differences between CDDs and HOAs and what each can do, such as an HOA can buy and sell things that it owns but a CDD cannot simply give money to the HOA without it being utilized for a public purpose that falls within the powers of the CDD. If there was an item that was an HOA issue but the HOA did not have funds for it, the HOA could

at least bring it to the CDD and the Board could discuss it and the District Manager and District Counsel could provide guidance about whether it was something the District, as a governmental entity, could become involved in.

Discussion ensued bonds, CDDs that defaulted on their bonds when the market was bad, thriving CDDs.

Mr. Flaherty referenced the recent sale of Osprey Oaks 2 and asked if that development was part of the Osprey Oaks CDD, as it was part of the HOA. Ms. Naim stated that those owners pay into the HOA so they can use the Clubhouse. Mr. Flaherty asked for confirmation that Osprey Oaks 2 was not currently part of the CDD despite being part of the original plan. Ms. Wald stated that it may be a situation where the Osprey Oaks 2 owners pay dues in order to utilize amenities. Mr. Flaherty thought that Osprey Oaks 2 was still part of the CDD's ad valorem. Ms. Wald researched the County's tax records and stated that Kestral Terrace had one house that was built and there were 12 lots. There was an ad valorem tax of \$412 on one of the properties, which meant there was no CDD assessment on the property. Ms. Wald concluded that the Osprey Oaks 2 development was not part of the District.

Mr. Fuchs recalled a letter from Mr. Lorenzo Aghemo, Planning Director of the Palm Beach County Department of Zoning & Building. The letter referred to an Affidavit of Compliance that was not done. Apparently, the Seller never submitted the Affidavit of Compliance. He discussed sales agreements and required disclosures to potential buyers. Ms. Wald stated that, as required by the Declaration of Covenants, it was the Seller's responsibility to do those things; it was not the CDD's responsibility.

Ms. Cerbone explained about the phone calls Management received regarding this matter. The initial call from the County was given to Mr. Szymonowicz and, since this was not a CDD matter, he gave the caller JKM's name and phone number. Ms. Cerbone was unaware of anything happening, including the letter, until she received a call from the Developer's office asking her about the letter and what she knew about it. She explained to the Developer about Mr. Szymonowicz's prior call, the information that was provided to the County and that her office gave out JKM's information and phone number. She also ensured that Ms. Wald had a copy of this letter and advised the Developer that they needed to take a close look at the letter, since it did not warrant any type of reply from the District, as the District was not a party to this,

did not need to respond to it nor monitor it. She does not know what happened after that phone call.

Mr. Flaherty stated that the disclosure was attached to the first page of the Sales Agreement documents; it was County requirement that, in order to have a CDD, it must be disclosed to the new home buyers. In resale situations, Realtors were not divulging this information and believed that they do not have to. Ms. Wald confirmed that Realtors do not have to disclose the information, by law. Mr. Flaherty stated that the disclosure only pertained to new home purchases but he believed that some new home purchasers did not receive the disclosure. Mr. Fuchs contended that “we” are not in compliance with the requirement. Ms. Wald stated not “we”, as in the CDD. Mr. Fuchs stated that the Builder was not in compliance. Ms. Wald stated that this matter was for the Builder; it was not a CDD responsibility. If anyone contacted Management regarding this matter, Ms. Cerbone would direct them to contact their Builder, Developer and/or Seller. Ms. Wald clarified that the Seller of the property would be the responsible party.

In response to questions, Ms. Wald confirmed that it would not be a conflict of interest for a CDD Board Member to run for the HOA Board and it would not be a conflict of interest for more than one CDD Board Member to serve on the HOA Board together, provided that they do not discuss CDD business.

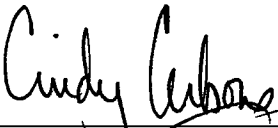
TENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Ratkowski and seconded by Ms. Naim,
with all in favor, the meeting adjourned at 7:00 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair