

**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, August 6, 2018 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
Jim Gielda	Vice Chair
Steve Ratkowski	Assistant Secretary
Jeffrey Fuchs	Assistant Secretary
John Flaherty	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Ginger Wald	District Counsel
Ken Revilla	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Naim called the meeting to order at 6:16 p.m. All Supervisors were present, in person.

SECOND ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

THIRD ORDER OF BUSINESS

**Continued Discussion: Fiscal Year 2019
Proposed Budget**

Ms. Cerbone called attention to the "Repairs and maintenance" line item on Page 1, related to the pavers, which was changed from \$8,500 to \$5,500. She stated that the HOA President recently contacted her regarding the Maintenance Agreement between the CDD and

the HOA and asked if the CDD was ready to amend it, as the matter was resolved. She replied that the Board would inform her of any and all requests. The item is included on today's agenda for further discussion. If the Board wants to update the Maintenance Agreement, it can be considered at the September meeting and forwarded to the HOA. In the meantime, the "Repairs and maintenance" line item can remain, be removed or amended during the budget adoption public hearing and, even if the Maintenance Agreement is amended, the Board could opt to not expend those funds and keep them on reserve, as a safeguard. Unspent funds are transferred to fund balance, which can be used to reduce assessments or fund improvement projects, such as adding a play area. The Assessment Summary, on Page 6, reflects how assessment dollars would change from the Fiscal Year 2018 to Fiscal Year 2019, if the "Repairs and maintenance" line item remains. Ms. Naim stated that, until the Board discusses or receives feedback from the HOA, the line item should remain. In response to a Board Member's question regarding whether the HOA would take the lead on the paver repairs and playground renovations, Ms. Naim stated that is part of the reason the two entities are going back and forth to amend the Agreement; she would pose the question to the HOA President at a future meeting. Discussion ensued regarding the Maintenance Agreement, a wish list, pavers and the next meeting date.

FOURTH ORDER OF BUSINESS

Approval of Unaudited Financial Statements as of June 30, 2018

Ms. Cerbone presented the Unaudited Financial Statements as of June 30, 2018.

A. Check Detail

This item was provided for informational purposes.

B. Invoices

This item was provided for informational purposes.

On MOTION by Ms. Naim and seconded by Mr. Ratkowski, with all in favor, the Unaudited Financial Statements as of June 30, 2018, were approved.

FIFTH ORDER OF BUSINESS

Approval of May 7, 2018 Regular Meeting Minutes

Ms. Naim presented the May 7, 2018 Regular Meeting Minutes and asked for any additions, deletions or corrections.

On MOTION by Mr. Flaherty and seconded by Ms. Naim, with all in favor, the May 7, 2018 Regular Meeting Minutes, as presented, were approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A.*

There being no report, the next item followed.

B. District Engineer: *Schnars Engineering Corporation*

There being no report, the next item followed.

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

i. Consideration of ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

Ms. Cerbone stated that, recently, one person utilizing a single law firm filed numerous cases against CDDs alleging that the CDD websites were not compliant with the Americans with Disabilities Act (ADA) website accessibility requirements for the visually impaired. The insurance carrier engaged Roper & Roper P.A. (R&R) to defend the claims. ADA compliance for websites is not a law, it is a guideline; however, in the cases filed, the judgments have generally been indicative that fighting it would not likely be successful. Management engaged ADA Site Compliance (ADASC) to bring its CDDs' websites into compliance with the ADA requirements. ADASC is training the CDD's webmaster and Management's staff to create ADA-compliant documents and convert existing documents. An ADA Site Compliance Seal was attached to all of Management's District websites, which advises that actions to bring the website into compliance are underway and directs them as to who to contact with questions or if assistance is needed. Like a few of Management's clients, Osprey Oaks CDD's website contains more

information than is legally-required. Unnecessary documents and information will be purged and only items that are legally required will remain on the website.

Ms. Cerbone reviewed what items are and are not required and asked the Board how it would like to proceed. In response to Mr. Flaherty's question regarding the fee, Ms. Cerbone stated that it is currently a one-time fee; the best approach is to remove all documents that are not ADA compliant and/or not statutorily required from the website. Any purged item would be provided, upon request. Discussion ensued regarding paring down the website, Florida Statutes and reposting historical documents.

▪ **District Counsel: *Billing, Cochran, Lyles, Mauro & Ramsey, P.A***

******This item, previously item 6A was presented out of order.******

Ms. Wald stated that Osprey Oaks CDD is one of many municipalities and CDDs that were sued by the complainant and her attorney. The Board's options regarding the litigation include holding a Shade Session; however, she did not feel that a closed-door or Shade Session was necessary, based upon the proposed settlement, which is to bring the CDD's website into compliance within 18 months and attorney's fees, which the CDD would not be responsible for, as the insurance carrier would pay the complainant's attorney directly.

Ms. Wald recommended that the litigation be resolved. The Board could to employ another litigation strategy or settlement, hold a closed-door session, go to trial, etc.; however, those options could be costly. R&R's recommendation is to settle under the terms of the Agreement. In response to Mr. Flaherty's question, Ms. Wald stated that the Board has 18 months from the date of execution to bring the CDD website into compliance.

******Mr. Fuchs stepped out of the meeting.******

A Board Member requested a formal recommendation from Ms. Wald and Ms. Cerbone. Ms. Wald recommended entering into the Settlement Agreement and, as to what information to retain on the website, it depended on what the Board is willing to pay to bring it into compliance.

******Mr. Fuchs returned to the meeting.******

Ms. Cerbone stated that the Board must first decide whether to accept the Agreement that Management entered into with ADASC to convert the CDD's website contents, for a fee of

\$199, then, secondly, decide whether to accept the settlement offer. The Board could also give direction on what information to keep on the website. A list of every item on the website could be reviewed at the next meeting so the Board could determine what to keep. Ms. Naim stated that the Board would like to settle the issue and make the website ADA compliant.

On MOTION by Mr. Flaherty and seconded by Mr. Ratkowski, with all in favor, the ADA Site Compliance Proposal for Website Compliance Shield Accessibility Policy and One (1) Annual Technological Audit, as recommended by District Staff, was approved.

On MOTION by Mr. Giolda and seconded by Mr. Fuchs, with all in favor, the full and final ADA Settlement Agreement, in substantial form, settling the case of Ms. Ana Marie Difeo v. Osprey Oaks CDD, as set forth within the proposed agreement, was approved.

In response to a question, Ms. Wald stated that the complaint was filed in Federal Court (Southern District) and not in Palm Beach County.

Ms. Cerbone requested direction regarding what to do with the items on the website that are not statutorily required to be on the website. If the Board chooses to retain items that are not required by statute, an estimate for the full technological audit, conversion and the time it will take, etc., would be obtained. In response to Mr. Flaherty's inquiry regarding document storage, Ms. Cerbone stated that the District Manager's office is the Records Custodian for any and all records related to the District. Discussion ensued regarding the statute of limitations for retaining documents, purging documents and following statutory guidelines. Mr. Fuchs requested a list of the current contents of the website, in table format, with legally required and not legally required columns. Ms. Cerbone would present the information at the next meeting.

- ii. **Discussion: Amendment to Maintenance Agreement with Osprey Oaks Homes Association, Inc.**

Ms. Cerbone reiterated that she was previously contacted by the HOA President, asking if the CDD Board would consider amending the Agreement, as he was willing to move forward. In response to Ms. Naim’s request for clarification, Ms. Cerbone stated that the HOA President specifically used the words, roadways, pavers; any District asset that was not included in the original Maintenance Agreement. Ms. Wald stated that she would revise the current Maintenance Agreement and include language as to any of the roadway improvements that the District is responsible for. If approved, the Agreement will be forwarded to the HOA for consideration at their next meeting. The Board and Staff discussed the Maintenance Agreement, asphalt, roadways, a special warranty deed, pavers, swales, the HOA, the CDD, land ownership and financial reserves. Ms. Wald stated, if the District, with the HOA, wanted the Maintenance Agreement to provide and include whatever the District may be responsible for, as to the improvements, the issue would be resolved. The Board directed Ms. Cerbone to confer with the HOA President regarding the Maintenance Agreement and obtain information regarding financial statements, reserves for the roadways, etc., and provide the information at the next meeting.

iii. NEXT MEETING DATE: September 13, 2018 at 6:15 P.M. (Regular Meeting and Executive Session)

The next meeting will be on Thursday, September 13, 2018 at 6:15 p.m., at this location. Ms. Cerbone stated that the Executive Session will not be necessary.

SEVENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors’ Requests

Mr. Fuchs stated that he went to the Supervisor of Elections (SOE) Office to qualify for the upcoming General Election, and found that the SOE’s printout did not include him as an existing Board Member. Ms. Cerbone stated that it was reported but Management cannot control what the SOE has or has not done. Ms. Naim stated that Mr. Fuchs’ mailing came to her address, as the Chair, and she gave it to him; she advised the County that the Board Members

have different addresses asked them to update their records. Ms. Cerbone would ensure that Form 1 is emailed to Mr. Fuchs and urged him to complete and submit it immediately to avoid a fine. Ms. Wald stated that the fine for failing to submit Form 1 is \$150 per day; Form 1 was due July 1 and she anticipated that fining would commence in September.

Discussion ensued regarding the candidates in the General Election being unopposed and when the Oath of Office would be administered.

NINTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Giolda and seconded by Mr. Ratkowski, with all in favor, the meeting adjourned at 7:42 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



Secretary/Assistant Secretary



Chair/Vice Chair