

**MINUTES OF MEETING WENTWORTH ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Wentworth Estates Community Development District's Board of Supervisors was held on Thursday, May 10, 2018, at 9:00 a.m., at the TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida 34113.

**Present and constituting a quorum were:**

Joe Newcomb	Chairman
James Oliver	Vice Chairman
Paul Zotter	Assistant Secretary
David Negip	Assistant Secretary
Robert Cody	Assistant Secretary

**Also present were:**

James Ward	District Manager
Greg Urbancic	District Attorney
Curt Keyser	District Engineer

**Audience:**

Mike Helmer	Resident
David Caldwell	Lennar
Stu Axelrod	Resident
Joe Helmer	Resident
Gregory Jack	TPC Treviso Bay
Russ Smith	Lennar

**1. Call to Order & Roll Call**

Mr. Ward called the meeting to order at 9:06 a.m., and roll call determined all members of the Board were present with the exception of Mr. Newcomb. (See note later in minutes Mr. Newcomb joined the meeting via phone)

## **2. Administration of the Oath of Office for the Newly Elected Supervisor from the Landowners' Meeting**

Mr. Ward stated for the record he was a notary and authorized to administer the Oath of Office and he did so. He provided to Mr. Cody the Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees and a Form 1 Statement of Financial Interests. He instructed Mr. Cody regarding these documents.

At this point, audience member Stu Axelrod stated on behalf of the Turnover Steering Committee and in preparation of the homeowners, also landowners, for turnover of control of the Board of Directors of the community called Lennar, and in this regard, as part of our preparation, we have retained legal counsel, and I am head of that committee. He continued Bob Cody was also on the committee. In that regard, he stated they had had contact in the past with their attorney with regard to CDD members. He asked should Mr. Cody continue in this regard and be copied on legal correspondence between the turnover committee and their attorney with regard to CDD matters, would this then become a matter of public record.

Mr. Ward responded affirmatively; it would be a public record.

## **3. Consideration of Resolution 2018-8 Canvassing and Certifying the Results of the May 10, 2018 Landowners' Election of Supervisors Held Pursuant to Chapter 190**

Mr. Ward said this item was consideration of Resolution 2018-8 Landowner's Election for Seat 5.

*(Mr. Newcomb joined the meeting via telephone.)*

Mr. Ward continued in Section 1 would be indicated Mr. Robert Cody in Seat 5 with 39 votes; Section 2 would indicate the term would expire in November, 2020. (The record will reflect that Mr. Ward stated 29 votes, however the count is correct at 39, and attached to these minutes is the analysis of the votes, proxies and ballots which total 39 votes.)

Mr. Ward called for a motion.

**Motion was made by Mr. Oliver and seconded by Mr. Zotter to approve Resolution 2018-8 as described above, and with all in favor, the motion was approved.**

**4. Consideration of Resolution 2018-9 Re-Designating the Officers of the Wentworth Estates Community Development District**

Mr. Ward informed the Board of the current officers, which included Mr. Newcomb as Chair, Mr. Oliver as Vice Chair, Mr. Ward as Secretary/Treasurer, and Mr. Negip and Mr. Zotter as Assistant Secretaries. After a brief discussion, the Board decided to continue with the current officers and to add Mr. Cody as Assistant Secretary.

**Motion was made by Mr. Oliver and seconded by Mr. Zotter to approve Resolution 2018-9 as described above, and with all in favor, the motion was approved.**

**5. Consideration of the Minutes of the February 8, 2018 Meeting**

Mr. Ward said the minutes had been previously distributed and asked if there were any additions, corrections, or deletions.

**Motion was made by Mr. Zotter and seconded by Mr. Negip to approve the minutes of the February 8, 2018, meeting, and with all in favor, the motion was approved.**

**6. Consideration of Resolution 2018-10 Approving the Proposed Fiscal Year 2019 Budget and setting the Public Hearing on Thursday, August 9, 2018 at 8:30 a.m. at the TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida**

Mr. Ward stated this was the first budget with respect to the refinancing of the Series 2006 Bonds. He began with Page 6 of the Budget in the Assessment Rate Schedule and explained there was a change in rates, which were lower due to the refinancing. He said other than that, the rest showed the flow of funds, which was how the revenue was coming in and the principal and interest on the bonds being paid and an amortization schedule.

It was asked if the rates were the numbers Mr. Ward was expecting with the refinancing.

Mr. Ward responded these were the numbers he expected. He continued Page 1, General Operations, showed the District was slightly short on cash, and so the rate in the current year had been \$162.47, which he had increased to \$176.12, just under the cap rate. He reported this would give roughly \$50,000 in cash going into the following year.

He said approximately 90% of the operating cost went out in the first three months, which included the insurance for the bridge (\$60,000) and the property appraiser (\$60,000); of the \$260,000 budget, \$120,000 was going out in the first three months. He said there had been no changes in any of the programs.

Mr. Ward reported one change. He explained a question had been raised to the District with respect to an inspection of the bridge itself. An inspection had been done in 2011. In order to obtain insurance for the bridge, now was a good time for a re-inspection, and so he had included funds to inspect the bridge. He said it would include doing a load bearing rating.

It was asked if the bridge inspection would cover everything about the bridge.

Mr. Ward responded it was a structural inspection.

A comment was made it was rumored the bridge had been built originally to be over dry land. The Board was assured by an individual who had seen the plan drawings that it had been designed to be over water.

Mr. Axelrod said many residents had raised concerns at town hall meetings about the bridge. He said he would like to see the CDD treat the bridge as if it were a bridge over a public roadway and require it to comply with DOT regulations requiring an inspection every two years.

The Board responded this was an important suggestion which should be taken under consideration and be consulted with counsel and the manager to understand it more fully.

Mr. Newcomb stated it would be important to have the bridge inspected prior to the turnover so Lennar could be held responsible for repairs.

Mr. Ward responded the bridge was constructed by the prior developer and acquired and owned by the CDD and so Lennar would not have any liability.

Mr. Axelrod said he disagreed that Lennar had no responsibility for the bridge because Lennar was responsible for any deficit funding of the HOA, which was responsible for bridge maintenance.

Mr. Helmer said he was getting questions in regard to the sale of the property and the possible use by heavier vehicles of the bridge. He said there was an HOA website for homeowners only, and he was going to keep notes about updates from meetings such as this one. He said homeowners' concern was Shadi of Naples was able to bring trucks over the bridge where there were pavers, and this would have an impact. He stated he agreed with Mr. Axelrod that the bridge should meet FDOT standards. He said if the construction road was no longer available for use by Shadi of Naples and the bridge had to be used by bigger vehicles, it would have an impact on the property owners' tax bill.

Mr. Ward said with the load bearing inspection and signage, restrictions could be made as long as the restrictions were in accordance with the inspection.

The imposition of a toll for trucks was suggested, but it was decided this would be difficult to do, but perhaps if the bridge was damaged in some way, a claim could be brought. It was decided this would be difficult to do as well.

Mr. Ward stated there was one alternative available through the General Assessment program: If it was found there was excessive use which was causing excessive wear and tear by the heavy vehicles, then on a yearly basis assessments on the property could be increased.

It was commented the bridge needed to be inspected as soon as possible as this was key and could limit the size of vehicles which could travel over the bridge.

Mr. Keyser said the proposals solicited for the bridge inspection included recommendations for maintenance and inspection. He said he would urge the Board to weigh and consider those recommendations along with resident concerns prior to adopting any policies on maintenance.

Mr. Keyser was asked how long the inspection process could take, and he said probably a month. He said the report would include an actual inspection, an inspection report, a load rating, and recommendations on maintenance and upkeep.

Mr. Ward said as soon as the cash was available, he would order the inspection.

Mr. Helmer said as part of Turnover preparation, funds had been raised and there may be a surplus which could be advanced to the CDD for the inspection.

Mr. Ward stated he did not see any legal reason this could not be done.

Mr. Helmer said he would bring this up at the steering committee today.

Mr. Ward was asked when he thought the CDD would have the funds to do the inspection. He responded not until December.

Mr. Ward was asked if payment in advance was required, and he responded it would be paid after the reports were received.

An audience member said the timeline for the inspection was urgent as he had been notified Lennar had requested a turnover earlier than anticipated. The turnover from Lennar to the Master Association would be sometime in September.

It was stated one of the things being considered was to request whoever was engaged to do the inspection, as part of the contract to accept payment in December and do the work now. This would be in the event the Turnover Committee could not advance the funds for the inspection.

Clarity was asked for concerning the responsibility of the bridge in terms of after the inspection. It was asked if Lennar would have any responsibility whatsoever with any deficiencies in the bridge.

Mr. Ward responded if there was a material defect in the bridge, that was caused after the last inspection, then Lennar may hold some responsibility for not notifying the CDD. He said Lennar did not build the bridge; it was built by the prior developer. He said their liability was very limited, and the inspection in 2011 showed no structural defects. He said the possibility of there being any material defects was remote.

The point was made that the community and the residents owned the bridge and were responsible for it.

Mr. Ward indicated there were no problems in 2011 and he doubted there would be any in 2018.

It was said the bigger issue was if there was a safety problem, it needed to be addressed.

Mr. Cody asked if one inspection would satisfy the needs of both the CDD and the HOA.

Mr. Ward responded the HOA had asked for the load bearing rating, which had been included.

Mr. Helmer said there was an issue with the impact of the load bearing on the pavers, and this needed to be considered by the inspectors. He informed the Board the building of a hotel on site was being considered; and if this happened, many heavy vehicles would use the bridge.

Mr. Axelrod said he thought the issue was continued construction at Treviso Bay by Lennar and Sunwest. He said there was ingress and egress to the site via Route 41. He said he did not think the issue was construction traffic. He said he had had a meeting with Frank Rizzo at this intersection with a FDOT engineer who informed them that the construction entrance was originally opened under a temporary permit which more than likely had expired. He said the engineer would be getting back to them about the issue, but he thought the FDOT would be amenable. If Shadi of Naples, the landowner now, was amenable to further application to keep this road open, it could be open for up to two years. A discussion of this issue continued.

Mr. Helmer said Shadi of Naples, Mohammed Rahman, had said he was an investor, and he would be willing to consider selling a portion of that land for investment purposes.

Mr. Helmer was asked what portion of the property Mr. Rahman was considering. Mr. Helmer responded he did ask, and an example would be from the road to the hedge which separated that portion of the property from the actual sales center.

It was suggested the steering committee representing the HOA could discuss with Mr. Rahman that eventually the HOA would be interested in purchasing part of the property.

The comment was made this conversation should occur after the turnover took place; and right now, the committee was doing due diligence.

Mr. Ward explained the CDD could have purchased the property before the refinancing, but now there was no opportunity to do so.

Mr. Ward asked if all matters pertaining to the bridge has been discussed.

Further comment was made concerning the load rating. It was said the inspector would assess the bridge and decide the maximum load carrying capacity, and that was it. Then

it would up to the Board to post signage. He said that would be another issue to figure out.

Mr. Ward called for a motion to adopt the resolution, then acknowledged the Mr. Helmer.

Mr. Helmer asked why there wouldn't be an opportunity for a bond supplemental.

Mr. Ward responded due to the covenant the CDD in it's most recent bond issue, we could not issue any further parity debt on the land and the debt would have to be subordinate. He said there was no way to do a CDD financing with subordinate debt at a reasonable rate.

**Motion was made by Mr. Oliver and seconded by Mr. Zotter to adopt Resolution 2018-10 as described above, and with all in favor, the motion was approved.**

**7. Consideration of Resolution 2018-11 Accepting Certain Conveyances from the Developer, Lennar Homes, LLC, Relating to Property within the District**

Mr. Ward explained when refinancing for the bond issue, staff had begun the work of looking at all of the properties in the boundaries of the District, along with the developer. He said they were trying to determine which properties needed easements, on which the CDD had facilities, and which properties needed deeds, etc. He reported through the extremely hard work of Mr. Urbancic and Mr. Keyser, and most recently, Mr. Caldwell, all of the necessary documents had been put together for the District to take by title for all of the properties within the District. He asked Mr. Urbancic and Mr. Keyser to review these documents.

Mr. Urbancic stated in Resolution 2018-11, it contemplated the Board to accept two different items. One was a Quitclaim Deed, which was a deed for all the properties which were either dedicated by plat or had not had a deed to complete the dedication. He said a list of these properties was included.

A question was asked concerning who was paying the taxes on these properties. Mr. Urbancic replied most were designated as common areas and there was no taxable value.

Mr. Urbancic continued the other aspect was a drainage easement for a certain portion of the facilities related to the golf course, GC 1, GC 2, GC 3. He said there was an area



pipe on GC 5, which was a maintenance facility and still needed a legal description to be complete for an easement.

Mr. Urbancic concluded these were the two documents which were part of the resolution which needed to be approved today subject to Mr. Keyser reviewing the final legal description for GC 5 tract.

Mr. Keyser explained the map and said the orange color on the map was easement which had been conveyed. He said the remainder of the golf course was going to be an easement and was presently for consideration. He added the lakes in the golf course were currently easements and now ownership would be conveyed to the CDD, which included 7 lakes and 5 water treatment areas, which were in blue on the map. He said the preserve areas were in yellow and were deeded to the District by plat and were being conveyed currently. He said in preserve area 4, there were two cart paths which went through CDD preserve area and easement documents had been prepared which would be conveyed to the golf course prior to the deeding of the parcel to the District.

Mr. Urbancic commented the conveyance to the golf course had already been done.

Mr. Ward called for questions.

A question was asked about what exactly was being done here as far as the property being conveyed. Mr. Keyser responded his understanding was the CDD currently had responsibility for these areas; and it was clarifying some of the blurred lines to make sure that if there was a responsibility for maintenance, there also was ownership of the property being maintained.

Mr. Urbancic explained stated this was for legal purposes as the CDD already had what was a kin to an easement right. This resolution was cleaning up everything from a property perspective and a property tax roll perspective. He said it was already dedicated to the CDD and nothing was being changed.

Hearing no further questions, Mr. Ward called for a motion.

**Motion was made by Mr. Oliver and seconded by Mr. Negip to adopt Resolution 2018-11 as described above, and with all in favor, the motion was approved.**

**8. Staff Reports**

- I. Attorney –No report given.
- II. Engineer –No report given.
- III. Manager

Mr. Ward stated the statute required the Supervisor of Elections in the County in which the District was located to provide, as of April 15 of each year, the number of registered voters within the District. He said it became significant when two thresholds were reached. One was 250 qualified electors and the second was six years from the date of establishment. He reported both thresholds had been met. He said there were 591 registered voters and Mr. Negip’s seat would be the last seat which would go up for election in November, 2018, and would transition to a qualified elector based election seat at that point. He said the Board would be fully transitioned at that point from a landowner board to a qualified elector based board.

**9. Audience Comments and Supervisor’s Requests**

Mr. Ward called for any supervisor requests or audience comments.

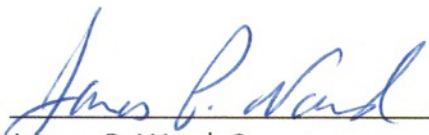
A question was asked about ownership of landscape irrigation, and the answer was probably the HOA, not the CDD.


**10. Adjournment**

**Motion was made by Mr. Oliver and seconded by Mr. Negip to adjourn the meeting, and with all in favor, the motion was approved.**

The meeting was ended at 10:02 a.m.

Wentworth Estates Community Development District

  
James P. Ward, Secretary

  
Joseph Newcomb, Chairman

**OATH OR AFFIRMATION OF OFFICE**

I, ROBERT COBY, a citizen of the State of Florida and of the United States of America, and being an officer of the **Wentworth Estates Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Wentworth Estates Community Development District**, Collier County, Florida.

Robert Coby  
Signature

Printed Name: ROBERT COBY

STATE OF FLORIDA  
COUNTY OF COLLIER

Sworn to (or affirmed) before me this 10<sup>th</sup> day of May, 2018, by ROBERT COBY, whose signature appears hereinabove, who is personally known to me or who produced \_\_\_\_\_ as identification.

James P Ward  
NOTARY PUBLIC  
STATE OF FLORIDA

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
