BEACH ROAD GOLF ESTATES

COMMUNITY DEVELOPMENT
DISTRICT

November 16, 2020
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

Beach Road Golf Estates Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W

Boca Raton, Florida 33431

Phone: (561) 571-0010

Toll-free: (877) 276-0889

Fax: (561) 571-0013

November 9, 2020

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors Beach Road Golf Estates Community Development District

Dear Board Members:

The Board of Supervisors of the Beach Road Golf Estates Community Development District will hold a Regular Meeting on November 16, 2020, at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Boulevard, Bonita Springs, Florida 34135. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Consideration of Florida Power & Light Streetlighting Agreement for LED Lighting on East Bonita Beach Road
- 4. Update: Lake Bank Erosion Repair Project
- 5. Acceptance of Unaudited Financial Statements as of September 30, 2020
- 6. Approval of August 17, 2020, Virtual Public Hearing and Meeting Minutes
- 7. Staff Reports
 - A. District Counsel: Coleman, Yovanovich & Koester, P.A.
 - B. District Engineer: Banks Engineering, Inc.
 - C. District Manager: Wrathell, Hunt & Associates, LLC
 - NEXT MEETING DATE: December 14, 2020 at 1:00 P.M.
 - QUORUM CHECK

Joseph Grillo	In Person	PHONE	No
Barry Kove	In Person	PHONE	No
John Moran	In Person	PHONE	No
Steve Gabor	In Person	PHONE	No
Mike Rollins	In Person	PHONE	No

Board of Supervisors Beach Road Golf Estates CDD November 16, 2020, Regular Meeting Agenda Page 2

- 8. Audience Comments/Supervisors' Requests
- 9. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

Chesley "Chuck" Adams

District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 CONFERENCE ID: 8593810

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT

3





FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, BEACH ROAD GOLF ESTATE COMMUNITY DEVELOPMENT DISTRICT (hereinafter called the Customer), requests on this _____ day of September, 2020, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) 17001 BONITA NATIONAL BLVD # SL LED, located in BONITA SPRINGS, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>							
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)			
Wood							
Standard Concrete	,	41		41			
Standard Fiberglass							
Decorative Concrete							
Decorative Fiberglass							

Underground Conductor								
Туре	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)				
Under Pavement		N/A ⁽¹⁾						
Not Under Pavement		7,074		7,074				

⁽¹⁾ All new conductor installed is in conduit and billed as Not Under Pavement

Туре									
(HPSV,MV,LED)	Manufacturer	Watts	Lumens	Color Temperature (LED Only)	Style	Existing Fixture Count (A)	# Installed (B)	# Removed (C)	New Fixture Count (A+B-C)
LED	AEL	259	28.091	4000K	ATBL		83		83

⁽²⁾ Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/partner/builders/lighting.html

⁽b) Modification to existing facilities other than described above (explain fully): Install (41) 40" Standard Concrete poles, 12" brackets and (41) LED fixtures at 30" MH. Also install (42) LED fixtures in existing distribution poles using 12" brackets.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- 2. To pay a contribution in the amount of \$54,579.41 prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
- 4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- 5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way
 or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

- 7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities:
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

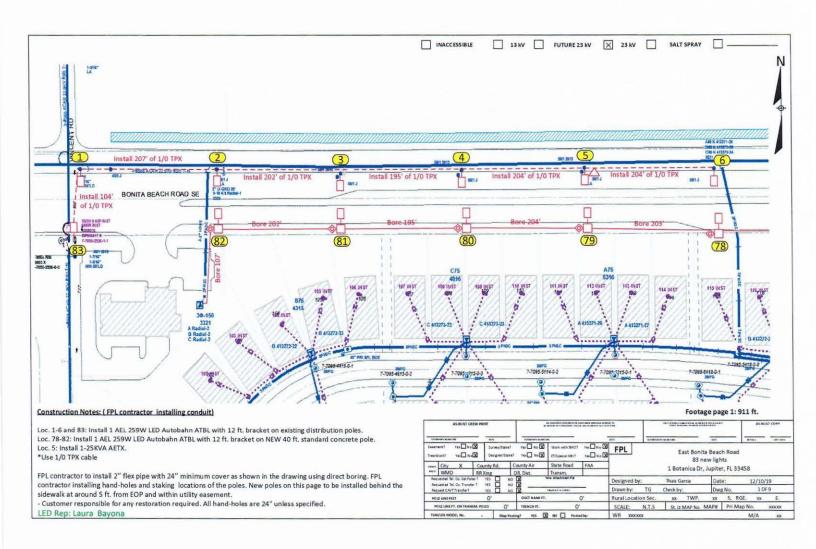
- 8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
- 9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
- FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
- 11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.

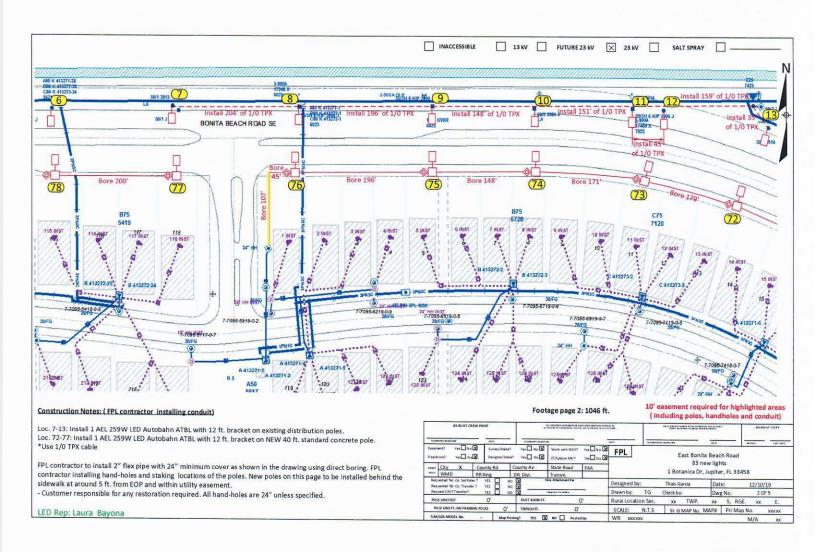
- 13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 15. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 18. The lighting facilities shall remain the property of FPL in perpetuity.
- 19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

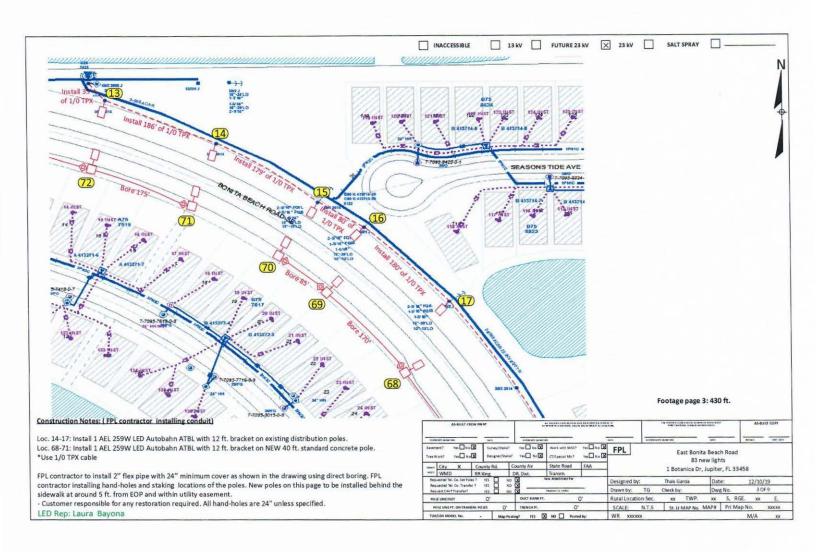
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

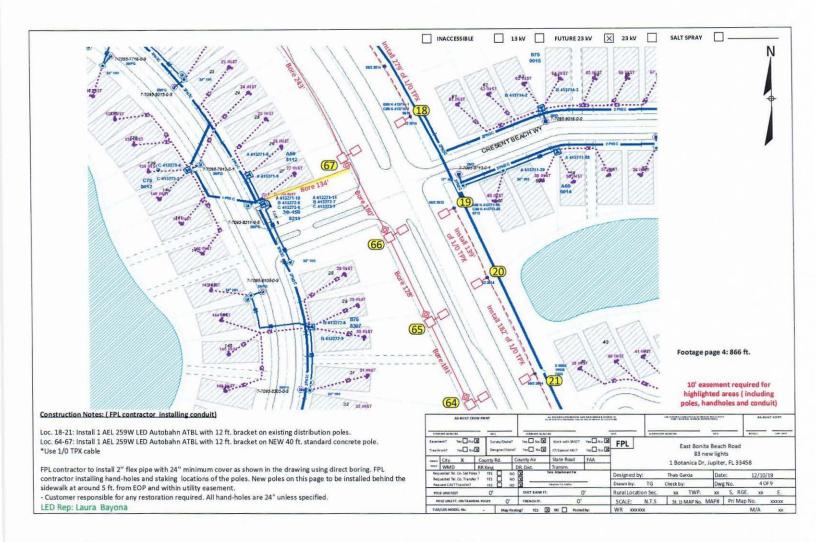
Charges and Terms Accepted:

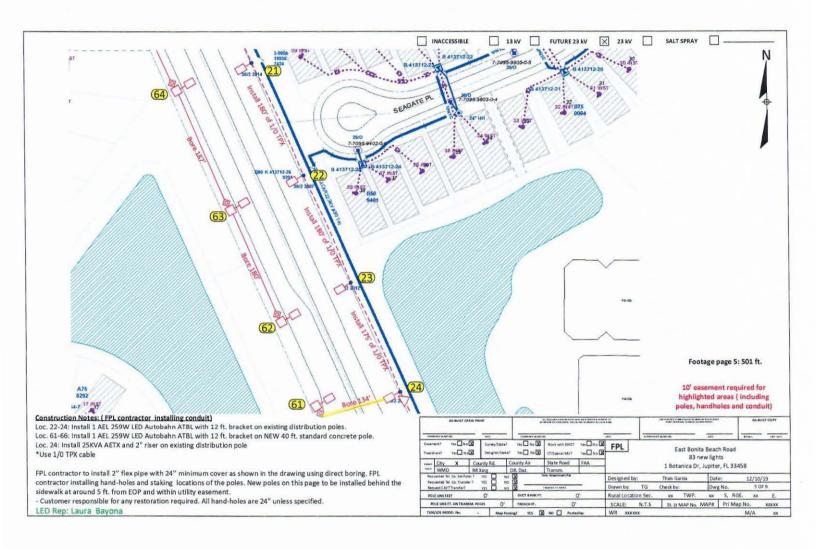
BE	ACH ROAD GOLF ESTATE COMMUNITY DEVELOPMENT	FLORIDA POWER & LIGHT COMPANY
	DISTRICT	
	Customer (Print or type name of Organization)	By: Laura Bayona
Ву:		(Signature)
	Signature (Authorized Representative)	
		Laura Bayona
		(Print or type name)
	(Print or type name)	
		Title: LED Lighting Specialist- LED Lighting Solutions
Title:		

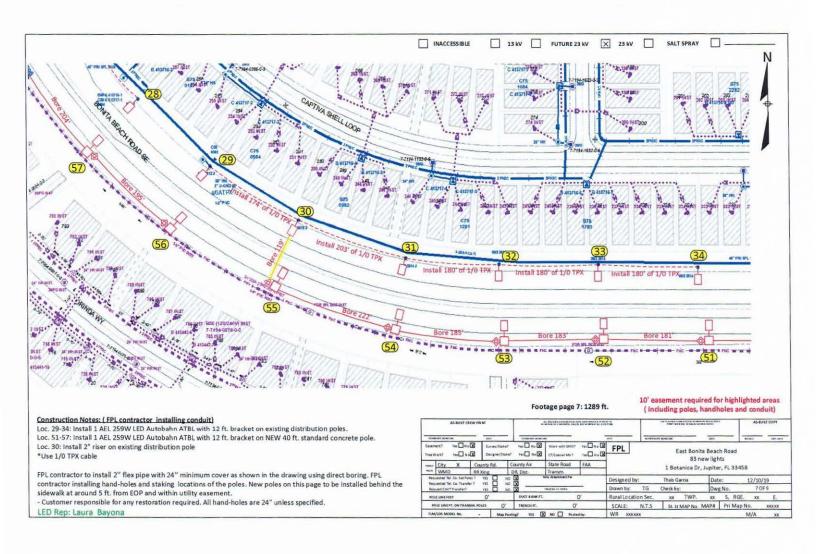


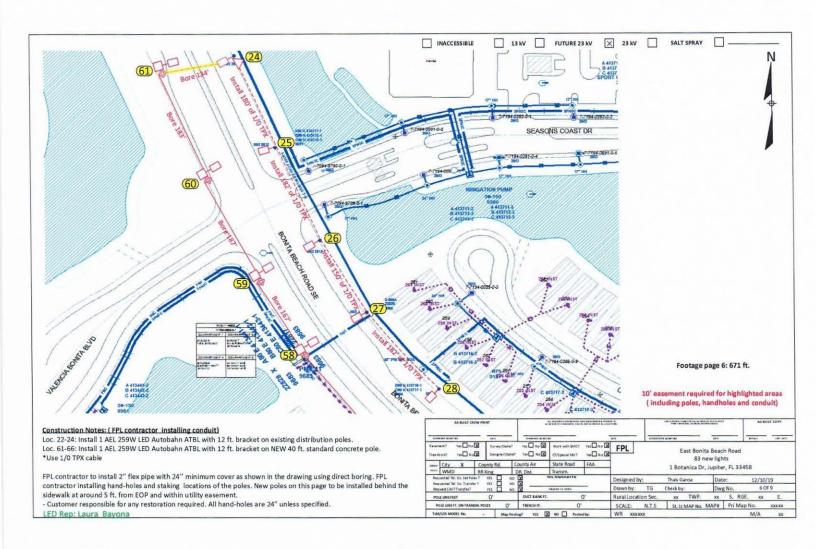


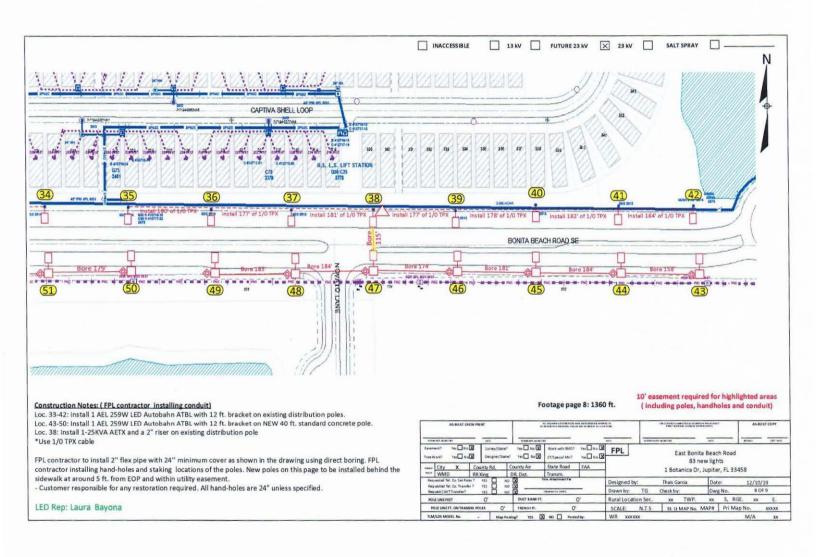


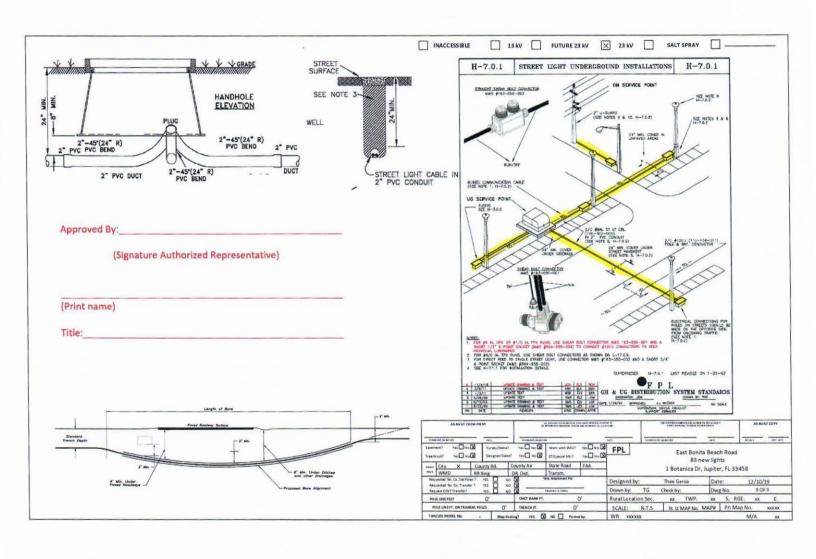














LED Lighting Plan

East Bonita Beach Road

STATE STAT	oing Green This plan		r consumption by: nd that eliminates:	(82		ons of CO 2 every year 1		ad CO2 output emission rate, year 201 US Environmental Protection A
ROADWAY FIXTURES ON EXISTING POLES Select fixture: NONE ATBL 259 Watt Select fixture: NONE ATBL 259 Watt Select fixture:			or removing:		(12) cars fro	m the road*		
ROADWAY FIXTURES ON EXISTING POLES Select fixture: NONE Select fixture: Select pole: Stating Select fixture: Select pole: Select fixture: Select fixtur	ONTHLY TOTAL	83		\$	\$	1,956.62		
ROADWAY FIXTURES ON EXISTING POLES Select fixture: NONE ATBL 259 Watt	stallation Details			Existing		Option 1	Option 2	Option 3
Select pole: Fixture \$ \$ \$ \$ \$ \$ \$ \$ \$	1 ROADWAY FIXTUR	RES ON	select fixture:	100-200-10				
Quantity: 42			select pole:			Existing		
FPL Conversion: No				\$				
Stallation Details				c				
Monthly Total S S 698.47								
Stallation Details	Full/Hybrid:	Full		viv				
Select fixture: None			Monthly Total	\$	\$	698.47		
Select pole: Standard Concrete			fixture / pole:	1		1		
Quantity: 41			150			Standard Concrete		
FPL Conversion: No Maintenance \$ - \$ 52.89				\$				
Full/Hybrid: Full Energy* \$ - \$ 198.65								
Monthly Total \$ - \$ 973.35								
SUB TOTAL 83 \$ 1,671.82 \$ - \$	Full/Hybrid:	Full				1,000,000,000		
Select wire: SL-1 UCNP SL-1 UCNP			Monthly Total	5	- \$	973.35		
Wire SL-1 UCNP SL-1 UCNP Footage 7,074 select wire: SL-1 UCUP SL-1 UCUP Footage Select wire: LT-1 UC Footage LT-1 UC Footage	SUB TOTAL	83		\$	\$	1,671.82	\$ -	\$
Select wire: SL-1 UCNP SL-1 UCNP	etallation Detaile			Evicting		Proposed		
Wire Footage 7,074 select wire: SL-1 UCUP SL-1 UCUP Footage select wire: LT-1 UC Footage LT-1 UC Footage	istaliation Details		select wire:				_	
select wire: SL-1 UCUP SL-1 UCUP Footage select wire: LT-1 UC Footage	Wire			GE-1 OUT				
select wire: LT-1 UC Footage				SL-1 UCUP		SEASON SE		
select wire: LT-1 UC Footage								
						LT-1 UC		
Total \$ - \$ 284.80			Footage					
			Total	\$	- \$	284.80		
TOTAL 83 \$ 1,956.62	TOTAL	82		s	9	1 956 62		

PAYMENT COUPON

/4115006400166800071792180022637730005457941

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

BEACH ROAD GOLF ESTATE COMMUNI 2300 GLADES RD 410 W **BOCA RATON FL 33431**

Cust. No.:6800071792	Bill No.:1800226377
Payment Due Upon	Amount Due
Receipt	This Bill
	\$ 54,579.41

FPL General Mail Facility Miami FL 33188-0001

Please retain this portion for your records.

Florida Power & Light Company Federal Tax Id.#: 59-0247775

Customer Number:

6800071792

Customer Name and Address

Reference Number:

D00009876622

BEACH ROAD GOLF ESTATE COMMUNI 2300 GLADES RD 410 W

BOCA RATON FL 33431

Bill Number:

1800226377

Bill Date:

09/21/2020

CURRENT CHARGES AND CREDITS Customer No: 6800071792 Bill No: 1800226377

Description		Amount
FPLES LGHT/17001 BONITA NATIONAL BLVD Reference# D00009876622		54,579.41
For Inquiries Contact: Eric Culling (239)745-5900	Total Amount Due Payment Due Upon Receipt	\$54,579.41

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT

BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BALANCE SHEET SEPTEMBER 30, 2020

	(General Fund	D:	ebt Service Fund	Cap	oital Projects Fund	Go	Total overnmental Funds
ASSETS	•	444 500	•		•		•	444 500
Cash	\$	111,536	\$	-	\$	-	\$	111,536
Undeposited funds		16,013		-		-		16,013
Investments				4 0 4 0 0 7 0				4 0 4 0 0 7 0
Revenue		-		1,246,072		-		1,246,072
Reserve		-		1,048,694		-		1,048,694
Sinking		-		27		-		27
Interest		-		2		-		2
Prepayment		-		14		-		14
Construction		-		-		2,655,632		2,655,632
Due from Developer		-		138,291		-		138,291
Due from other governments		6,793		_		-		6,793
Assessments receivable		117		1,184		-		1,301
Utility deposit		282		-		=		282
Prepaid expense		6,803		-				6,803
Total assets	\$	141,544	\$	2,434,284	\$	2,655,632	\$	5,231,460
LIABILITIES Liabilities Accounts payable Contracts payable Developer advance Accrued taxes payable	\$	14,444 - 1,983 61	\$	- - -	\$	69,337 - -	\$	14,444 69,337 1,983 61
Total liabilities		16,488		-		69,337		85,825
DEFERRED INFLOWS OF RESOURCES Deferred receipts Total deferred inflows of resources		6,793 6,793	_	138,291 138,291	_	<u>-</u>		145,084 145,084
FUND BALANCES Restricted for:								
Debt service		_		2,295,993		<u>-</u>		2,295,993
Capital projects		_		_,200,000		2,586,295		2,586,295
Unassigned		118,263		_		2,000,200		118,263
Total fund balances		118,263		2,295,993		2,586,295		5,000,551
Total faria balantoos		110,200		2,200,000		2,000,200		3,000,001
Total liabilities, deferred inflows of resources and fund balances	\$	141,544	\$	2,434,284	\$	2,655,632	\$	5,231,460

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES GENERAL FUND

FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
On-roll assessments	\$ 185	\$ 179,466	\$ 161,146	111%
Off-roll assessments	-	19,785	34,294	58%
Intergovernmental mitigation and monitoring	(43,510)	38,478	78,300	49%
Non-governmental mitigation and monitoring	59,523	59,523	-	N/A
Interest	1	82	_	N/A
Total revenues	16,199	297,334	273,740	109%
EXPENDITURES				
Supervisors	_	1,507	-	N/A
Management/recording	3,333	40,000	40,000	100%
Financial accounting services	1,292	15,500	15,500	100%
Audit	· -	4,200	3,000	140%
Dissemination agent	417	5,000	5,000	100%
Trustee fees	_	10,276	10,850	95%
Legal	648	4,550	10,000	46%
Engineering	_	2,150	5,000	43%
Postage	_	247	300	82%
Printing & reproduction	83	1,000	1,000	100%
Legal advertising	_	3,309	1,500	221%
Annual district filing fee	-	175	175	100%
Insurance	_	5,807	5,750	101%
Other current charges	66	1,061	650	163%
ADA website maintenance	_	199	-	N/A
Website	-	705	615	115%
Total professional & admin	5,839	95,686	99,340	96%
Operations				
Mitigation maintenance and monitoring	22,209	146,092	145,000	101%
On site preserve monit & rep	3,496	7,636	-	N/A
Total operations	25,705	153,728	145,000	106%
Other fees and charges				
Property appraiser	-	1,309	1,199	109%
Tax collector	68	2,848	1,799	158%
Total other fees and charges	68	4,157	2,998	139%
Total expenditures	31,612	253,571	247,338	103%
Excess/(deficiency) of revenues				
over/(under) expenditures	(15,413)	43,763	26,402	
Fund balance - beginning	133,676	74,500	237,592	
Fund balance - ending	\$ 118,263	\$ 118,263	\$ 263,994	

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2015 FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Current Month	Year to Date	Budget	% of Budget	
REVENUES					
Assessment levy: on-roll - net	\$ 1,184	\$ 1,787,985	\$ 1,625,460	110%	
Assessment levy: off-roll	-	76,657	371,308	21%	
Interest	33	19,386		N/A	
Total revenues	1,217	1,884,028	1,996,768	N/A	
EXPENDITURES Principal Interest	<u>-</u>	545,000 1,427,423	545,000 1,427,423	100% 100%	
Total expenditures	_	1,972,423	1,972,423	200%	
Excess/(deficiency) of revenues over/(under) expenditures	1,217	(88,395)	24,345		
Fund balance - beginning Fund balance - ending	2,294,776 \$ 2,295,993	2,384,388 \$ 2,295,993	2,351,375 \$ 2,375,720		

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2015 FOR THE PERIOD ENDED SEPTEMBER 30, 2020

	Current Month				Year to Date		
REVENUES	•						
Interest	\$		51	\$	37,456		
Total revenues			51		37,456		
EXPENDITURES							
Capital outlay		858,	570		1,716,945		
Total expenditures		858,	570		1,716,945		
Net increase/(decrease), fund balance		(858,	519)		(1,679,489)		
Beginning fund balance		3,444,	814		4,265,784		
Ending fund balance	\$	2,586,	295	\$	2,586,295		

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT

6

DRAFT

1 2 3 4	BEA	MINUTES OF MEETING ACH ROAD GOLF ESTATES NITY DEVELOPMENT DISTRICT	
5	The Board of Supervisors of the Beach Road Golf Estates Community Development		
6	District held a Virtual Public Hearing and Meeting on August 17, 2020, at 1:00 p.m., at		
7	https://us02web.zoom.us/j/8685495	5761, and 1-929-205-6099, Meeting ID 868 5495 5761 for	
8	both.		
9			
10 11	Present at the meeting were:		
12	Russell Smith	Chair	
13	John Moran	Vice Chair	
14	Alex Hinebaugh	Assistant Secretary	
15	Mike Rollins	Assistant Secretary	
16 17	Also present were:		
18	Also present were.		
19	Chuck Adams	District Manager	
20	Greg Urbancic	District Counsel	
21	Dave Underhill	District Engineer	
22	Amy Kim	McDirmit Davis	
23	Paul Curti	Resident	
24 25			
26	FIRST ORDER OF BUSINESS	Call to Order/Roll Call	
27		can to crace, non can	
28	Mr. Adams called the meetin	g to order at 1:07 p.m. In consideration of the COVID-19	
29	pandemic, this meeting was being held virtually, via Zoom, and telephonically, as permitted		
30	under the Florida Governor's Executive Orders, which allow local governmental public meetings		
31	to occur by means of communication	ns media technology, including virtually and telephonically.	
32	The meeting was advertised to be held virtually and telephonically and the meeting agenda was		
33	posted on the District's website.		
34	Supervisors Smith, Hinebaugh	n, Rollins and Moran were present. Supervisor Gabor was	
35	not present.		
36			
37 38	SECOND ORDER OF BUSINESS	Public Comments	

39		There being no public comments, the nex	t item followed.
40			
41 42 43 44	THIR	D ORDER OF BUSINESS	Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2019, Prepared by McDirmit Davis
45		Ms. Kim reviewed the Audited Financial F	Report for the Fiscal Year Ended September 30,
46	2019	and noted the pertinent information that	could be found on each page. There were no
47	findir	ngs or instances of noncompliance; it was a	clean audit.
48			
49 50 51 52	FOUI	RTH ORDER OF BUSINESS	Consideration of Resolution 2020-04, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2019
54		Mr. Adams presented Resolution 2020-04	•
55			
56 57 58		On MOTION by Mr. Smith and second Resolution 2020-04, Hereby Accepting Fiscal Year Ended September 30, 2019, w	the Audited Financial Report for the
59 60			
61 62 63	FIFTH	HORDER OF BUSINESS	Budget Public Hearing on Adoption of Fiscal Year 2020/2021 Budget
64	A.	Proof/Affidavit of Publication	
65		The affidavit of publication was included f	or informational purposes.
66	В.	Consideration of Resolution 2020-05,	Relating to the Annual Appropriations and
67		Adopting the Budget for the Fiscal Y	ear Beginning October 1, 2020 and Ending
68		September 30, 2021; Authorizing Budg	et Amendments; and Providing an Effective
69		Date	
70		Mr. Adams stated the Fiscal Year 2021 b	udget was unchanged since last presented. He
71	revie	wed the Fiscal Year 2021 budget line item i	ncreases, decreases and adjustments over the
72	Fisca	l Year 2020 budget and the reasons for any o	changes.
72		Mr. Adams onened the nublic hearing	

Resident Paul Curti recalled that there was \$150,000 in the Operations Fund for erosion remediation work in Fiscal Year 2020 and asked if any unexpended balance could be rolled over into the Fiscal Year 2021 budget. He inquired about the District's ability to spend unutilized funds from a prior year. Mr. Adams stated the Assigned Fund Balance accrues over the years and, although the funds may have been assigned specifically for lake bank erosion repairs, any remainder falls to Unassigned Fund Balance, which is used to cover first quarter expenses while awaiting revenues to be collected through the property tax bill process. He anticipated that \$150,000 would remain in the Assigned Fund Balance account and, once the lake bank erosion repairs are completed, which would likely be funded from a construction fund, the remaining balance could serve as an adequate buffer that could be used for additional repairs going forward. At the Board's discretion and upon a vote of the Board, the funds can be utilized for any other purpose because they are not set up as a specific reserve but rather as an assignment of a surplus fund balance.

Mr. Adams closed the public hearing

Mr. Adams presented Resolution 2020-05.

On MOTION by Mr. Moran and seconded by Mr. Rollins, with all in favor, Resolution 2020-05, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2020 and Ending September 30, 2021; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

Consideration of Resolution 2020-06,

SIXTH ORDER OF BUSINESS

Making a Determination of Benefit and Imposing Special Assessments for Fiscal 2020/2021; Providing for Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Providing Clause; and an Effective Date

Mr. Adams presented Resolution 2020-06 and stated that this is the assessment levying resolution, which takes into consideration the previously adopted budget and the assessment levels contained therein.

On MOTION by Mr. Rollins and seconded by Mr. Hinebaugh, with all in favor, Resolution 2020-06, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date

Update: Lake Bank Erosion Repair Project

Mr. Adams presented Resolution 2020-07.

On MOTION by Mr. Smith and seconded by Mr. Moran, with all in favor, Resolution 2020-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021 and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Mr. Adams stated the initial emergency repairs, identified by members of the Master Association, their officers and District Staff, were completed. The group identified 30 to 35 locations that qualified as emergency repairs, up the bank from the turf edge and moving up towards private property and potentially leading to personal property loss or damage to the irrigation systems. One or two other repairs were identified since and would be addressed. A recently discovered item was confirmed not to be an irrigation break under the ground. The contractor who completed the initial repairs would be on site tomorrow morning to assess the area and propose a repair schedule. As summer progresses, Staff would continue monitoring

the completed repairs to make sure those repairs perform at the anticipated level for the remainder of the rainy season and to make modifications to the specifications in the upcoming fall months, if necessary. The project would go through the sealed bid process and be advertised in October, awarded in November or December and work on the remainder of the project would commence in January. The project was progressing on schedule.

NINTH ORDER OF BUSINESS

Consideration of Acceptance of Transfer of SFWMD Permits from Construction Phase to Operational Phase, Authorizing Chair and Staff to Execute All Documents Necessary to Effectuate

Mr. Adams stated that, in the past few weeks, Staff received final inspections on the Panther Mitigation property, the on-site preserve property, as well as final approval from the South Florida Water Management District (SFWMD) on the five-year monitoring and reporting. Those, along with the rest of the drainage system, are ordered to be transferred over from the construction phase to the operational phase. Thus, Lennar's name would be taken off the permit and it would be transferred to the CDD's name, where it would be, in perpetuity, and the on-site preserve work would be completed on a maintenance basis, going forward, through the facilities maintenance assignment agreement between the CDD and the Master Association. The CDD would continue to budget and maintain the Panther Mitigation property, which is part of the four-way interlocal shared-cost agreement between the District and two others on the Beach Road, as well as Valencia.

On MOTION by Mr. Moran and seconded by Mr. Hinebaugh, with all in favor, the Acceptance of Transfer of SFWMD Permits from Construction Phase to Operational Phase, Authorizing Chair and Staff to Execute All Documents Necessary to Effectuate, was approved.

TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2020

Mr. Adams presented the Unaudited Financial Statements as of June 30, 2020. The financials were accepted.

180 181	181 N		Approval of May Meeting Minutes	18, 2020 Virtual Public	
182 183		Mr. A	dams presented the May 18, 2020 Vi	rtual Public Meeting	Minutes.
184					
185 186		II	OTION by Mr. Rollins and seconded 18, 2020 Virtual Public Meeting Minu	•	-
187 188					
189 190	TWEL	FTH OR	DER OF BUSINESS	Staff Reports	
190					
192		The G	overnor's Executive Orders were exte	ended to October 1 st	t •
193	В.	Distri	ct Engineer: Banks Engineering, Inc.		
194		There	being no report, the next item follow	ved.	
195	C.	Distri	ct Manager: Wrathell, Hunt and Asso	ociates, LLC	
196		I.	897 Registered Voters in District as	of April 15, 2020	
197		There	were 897 registered voters residing	within the District as	of April 15, 2020.
198		II.	NEXT MEETING DATE: September 2	21, 2020 at 1:00 P.M	I .
199			O QUORUM CHECK		
200		The n	ext meeting will be held September 2	1, 2020.	
201					
202 203 204	THIRT	HIRTEENTH ORDER OF BUSINESS Audience Comments/Supervisors' Requests			
205	There being no audience comments or Supervisor's request, the next item followed.			he next item followed.	
206					
207	FOUR	TEENTH	ORDER OF BUSINESS	Adjournment	
208 209		There	being no further business to discuss,	the meeting adjour	ned.
210					
211 212			OTION by Mr. Hinebaugh and secon eeting adjourned at 1:27 p.m.	nded by Mr. Moran	, with all in favor,

213			
214			
215			
216			
217		<u> </u>	
218	Secretary/Assistant Secretary	Chair/Vice Chair	

DRAFT

BEACH ROAD GOLF ESTATES CDD

August 17, 2020

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

LOCATION

Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135

		1
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2020 CANCELED	Regular Meeting	1:00 PM
November 16, 2020	Regular Meeting	1:00 PM
December 14, 2020*	Regular Meeting	1:00 PM
January 11, 2021*	Regular Meeting	1:00 PM
February 15, 2021	Regular Meeting	1:00 PM
March 15, 2021	Regular Meeting	1:00 PM
April 19, 2021	Regular Meeting	1:00 PM
May 17, 2021	Regular Meeting	1:00 PM
June 21, 2021	Regular Meeting	1:00 PM
July 19, 2021	Regular Meeting	1:00 PM
August 16, 2021	Public Hearing & Regular Meeting	1:00 PM
September 20, 2021	Regular Meeting	1:00 PM

*Exceptions

December meeting date is one week earlier to accommodate the Christmas Holiday

January meeting date is one week earlier to accommodate Martin Luther King Jr. Holiday

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.