CLEARWATER CAY COMMUNITY DEVELOPMENT DISTRICT



FEBRUARY 27, 2020 BOARD OF SUPERVISORS MEETING AGENDA PACKET



3820 COLONIAL BLVD, SUITE 101 | FORT MYERS, FL 33966 | 239-690-7100

CLEARWATER CAY COMMUNITY DEVELOPMENT DISTRICT

PREMIER DISTRICT MANAGEMENT 3820 Colonial Boulevard - Suite 101 • Fort Myers • FL 33966 Phone (239) 690-7100 • Fax (239) 214-6074

Board of Supervisors Clearwater Cay CDD

February 20, 2020

Dear Supervisors:

The regular meeting of the Clearwater Cay Community Development District Board of Supervisors will be held on **February 27, 2020 at 4 PM instead of 5:30 PM** at the Grand Venezia at Baywatch Clubhouse at 2704 Via Murano in Clearwater, FL 33764. The Agenda is included in Section Two and some points of interest are as follows:

- This meeting is scheduled to begin at 4 PM to include a discussion with Bellagio on joint drainage issues
- Included is the regular Meeting Minutes for January 23, 2020
- New this month are the shortened summary financials for January, the full financials have already been sent under separate cover
- There will be updates on debt service validation, and the malpractice suit against Gray Robinson, and on the various landscaping maintenance projects and upgrades
- There will be more discussion on the stormwater improvements including a civil engineering services proposal, and on the FY2021 Budget

Board members will be receiving Agenda Packets electronically. Additionally, the District Manager will bring copies to distribute to Board members at the meeting. Any supporting documents not enclosed will be brought to the meeting. The **next meeting is scheduled for March 26, 2020 at 4 PM instead of 5:30 PM.** If there are any questions or requests prior to the meeting, feel free to contact me.

Respectfully

Calvin Teague District Manager

From: Don Dwyer <<u>donhdwyer@gmail.com</u>>
Sent: Tuesday, January 28, 2020 10:56 AM
To: gbellagiomanager@condominiumassociates.com
Cc: Cal Teague <<u>CTeague@cddmanagement.com</u>>; Chris Dausch <<u>c.dausch@verizon.net</u>>; Dan Tsinokas
<<u>dtsinokas@sympatico.ca</u>>; John Del Rio <<u>jdelrio@kwpmc.com</u>>
Subject: Shared Storm water Utilities

Breisy Loforte The Grand Bellagio at Baywatch 2701 Via Cipriani Clearwater, FL 33764

1/28/2020

RE: Shared Storm water Utilities / Public Meeting

Public Meeting Date - Frbruary 27, 2020 at 4:00pm in the Grand Venezia Club House

Dear Ms. Loforte,

As you and I recently discussed, there are storm water drainage issues related to the shared storm water utilities of Grand Venezia and Grand Bellagio. Because of our unique situation, the Clearwater Cay Community Development District (CDD) is responsible for all utilities related to the Grand Venezia property as opposed to the Grand Venezia itself.

As result of storm water concerns, the CDD had our engineer conduct preliminary research related to the occasional flooding between the two properties. That research has identified multiple issues that should be addressed before the spring rainy season.

For this reason, the CDD board voted to establish a public meeting to discuss the drainage issues related to the two properties.

The CDD Board is hereby requesting, our engineer, a representative of Grand Bellagio and the CDD board attend this public meeting to discuss options and cost estimates to resolve flooding issues.

We would welcome the Grand Bellagio and Grand Venezia board members and residents to attend.

Please advise (RSVP) as to who will represent Grand Bellagio at the meeting. Note: The regularly scheduled CDD meeting will follow at 5:30 pm.

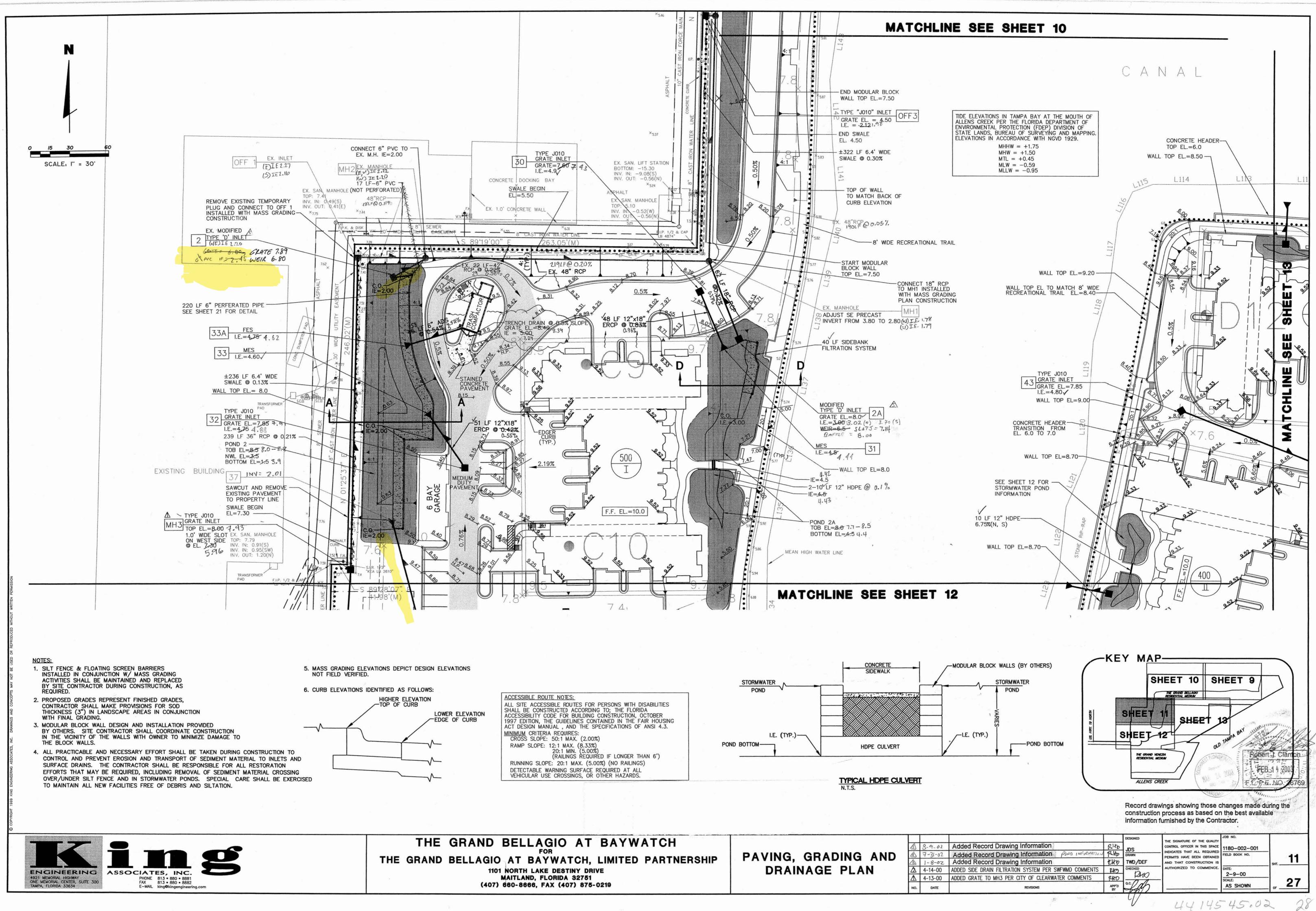
Sincerely,

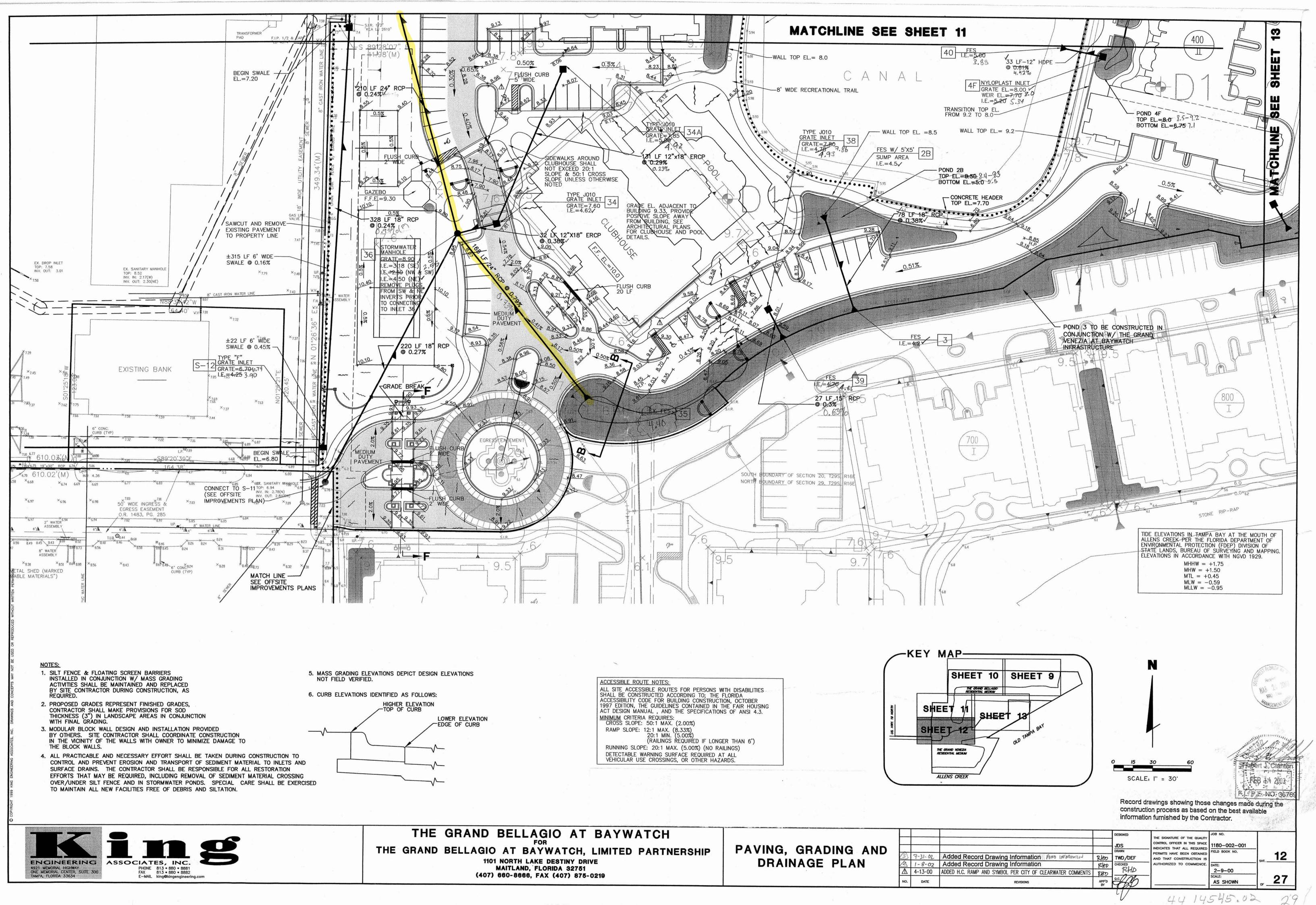
Don Dwyer Clearwater Cay CDD Board Member assigned to the project

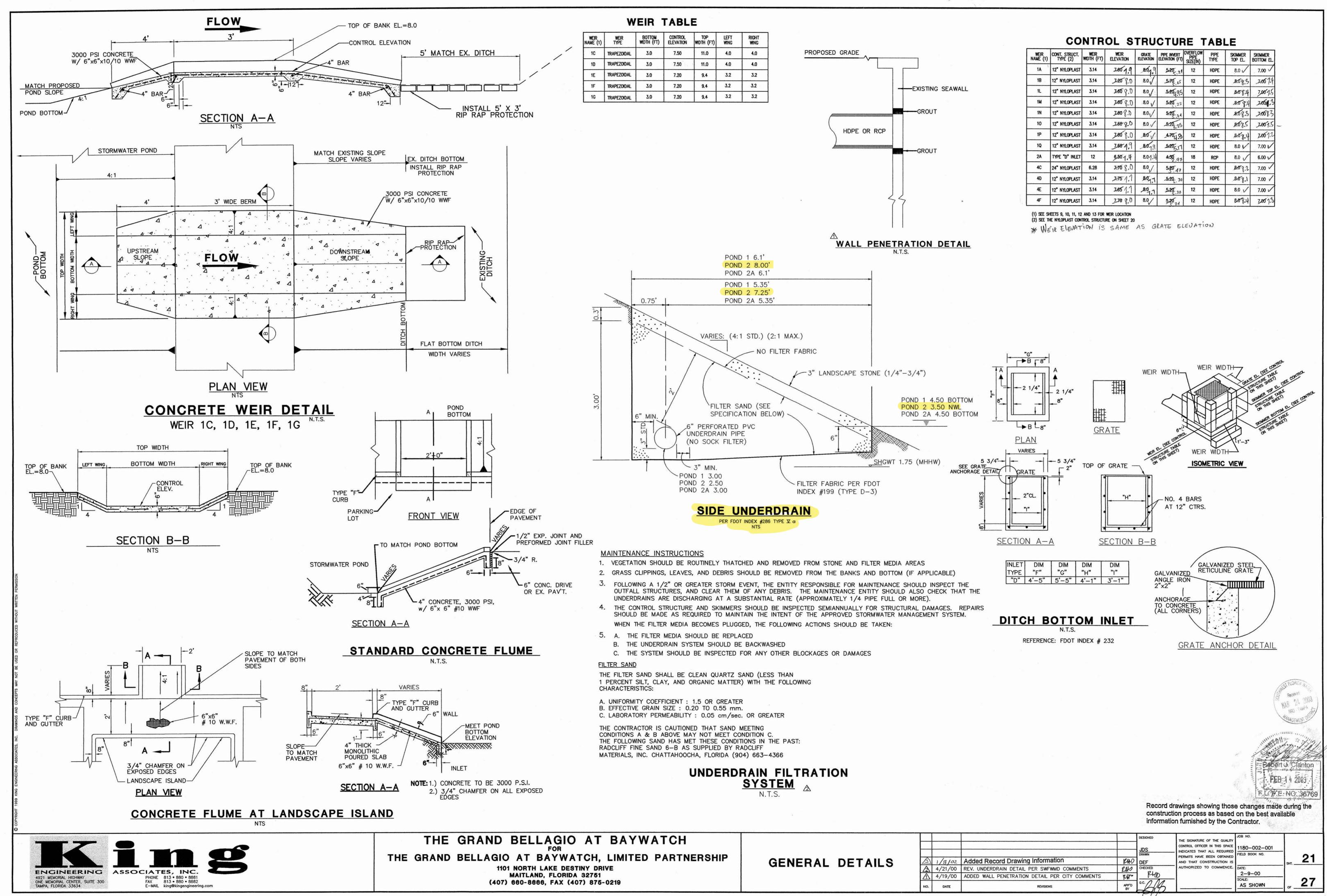
ATTACHED – Subset of Original Storm water engineering drawings

Cc By E-Mail

Grand Venezia Board, Cal Teague CDD Mgr., Christopher Dausch CDD Engr., John DelRio Grand Venezia







	WEIR NAME (1)	CONT. STRUCT. TYPE (2)	WEIR WIDTH (FT)	WEIR ELEVATION	GRATE	PIPE INVERT ELEVATION (FT)	OVERFLOW PIPE SIZE(IN)	PIPE TYPE	Skimmer Top el.	SKIMMER BOTTOM EL.
	1A [×]	12" NYLOPLAST	3.14	2.80 1.9	8.01.9	5-20 .21		HDPE	8.0 1	7.00
	1B .	12" NYLOPLAST	3.14	2.20 8.0	8.0	_5.70 .65	12	HDPE	\$083	2.00 7.4
NG SEAWALL	1L	12" NYLOPLAST	3.14	2.50 9.0	8.0	5.204.95	12	HDPE	8.08.4	7,00 1.5
	1M	12" NYLOPLAST	3.14	7.80 8.0	8.0 🗸	5.20 23	12	HDPE	.8.0 9.4	2.064.2
т	1N	12" NYLOPLAST	3.14	2.80 8.0	8.0	5:20 .24	12	HDPE	8.08.3	2.008.3
	10	12" NYLOPLAST	3.14	260 8.0	8.0 🗸	-5.20 5.25	12	HDPE	2.68.5	2.001.5
	1P	12" NYLOPLAST	3.14	2.80 8.0	8.0	4.704.8		HDPE	8.08.4	2.007.2
	1Q	12" NYLOPLAST	3.14	7.60-1.9	8.079	5205.17	12	HDPE	8.0 V	7.00 V
Т	2A	TYPE "D" INLET	12	6.50 1.4	8.01.4		18	RCP	8.0	6.00 🗸
	4C	24" NYLOPLAST	6.28	2.70 8.0	8.0	5.20 47	12	HDPE	8.0 8.2	7.00 🗸
	4D	12" NYLOPLAST	3.14	275 1.7	8.07.7	-5:20 30	12	HDPE	8.0 8.1	7.00 🗸
	4E	12" NYLOPLAST	3.14	2.85 1,1	.8.0 .7.7	5.20 .30	12	HDPE	8.0 🗸	7.00 🗸
9	4F	12" NYLOPLAST	3.14	7.70 8,0	8.0	520 31	12	HDPE	8.08.4	200 1.3

				DESIGNED	THE SIGNATURE OF THE QUALITY	JOB NO.	
-		with the second s	-	JDS	CONTROL OFFICER IN THIS SPACE	1180-002-001	
5	1/8/02	Added Record Drawing Information	EH0		PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS	FIELD BOOK NO.	str. 21
2		REV. UNDERDRAIN DETAIL PER SWFWMD COMMENTS	RHS	CHECKED	AUTHORIZED TO COMMENCE.		
	4/19/00	ADDED WALL PENETRATION DETAIL PER CITY COMMENTS	pr	_ PHO		2-9-00 SCALE:	
NO.	DATE	REVISIONS	APP'D BY	ac 206		AS SHOWN	27

Clearwater Cay Community Development District Meeting Agenda

February 27, 2020 at 4 PM

- 1. Call to Order and Roll Call
- 2. Discussion with Bellagio on Joint Drainage Issues
- 3. Approval of the Agenda
- 4. Audience Comments on Agenda Items
- 5. Approval of Meeting Minutes
 - A. Regular Meeting Minutes from January 23, 2020
- 6. Old Business
 - A. Stormwater Improvements Update i. Building 1 Drainage Concerns
 - B. Landscape Efforts and Updates
 - i. Mulch Installation
 - ii. Community Sod Replacement
 - iii. Building 3 Circle Enhancements
 - iv. Gazebo Area Landscape
 - v. Pruning & Weeding: Cleanup
- 7. New Business
 - A. Kayak Storage Program
 - B. Garage Ownership Issues
- 8. District Manager
 - A. Financial Reports for January 2020
 - B. FY2021 Budget Discussion
 - C. Website Launch and Email
 - D. Other Follow-up Items
- 9. Attorney
 - A. Debt Assessment Validation Update
 - B. Malpractice Charges Against Gray Robinson
 - C. Legal Issues Clarifications
- 10. Supervisor Requests and/or Comments
- 11. Audience Comments
- 12. Adjournment

Next Regular Meeting: March 26, 2020 at 4 PM

DRAFT MINUTES OF MEETING

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2	CLEARWATER CAY								
3	COMMUNITY DEVELOPMENT DISTRICT								
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5		Clearwater Cay Community Development District							
6		p.m. at the Grand Venezia Baywatch Clubhouse							
7	on 2704 Via Murano in Clearwater, Florida 3376	54.							
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9	Present and constituting a quorum were:								
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11	Michael Herd	Chairman							
12	Pat O'Malley	Vice Chair							
13	Alan Glidden	Assistant Secretary							
14	Jeff Wilson	Assistant Secretary							
15	Don Dwyer	Assistant Secretary							
16									
17	Also present were:								
18		District Manager							
19	Cal Teague Residents	District Manager							
20 21	Residents								
22	The following is a summary of the discussion	ons and actions taken at the Clearwater Cay							
22	Community Development District (CDD) Board								
23		or oupervisors meeting.							
25	FIRST ORDER OF BUSINESS	Call to Order and Roll Call							
26									
27	The meeting was called to order and the Distr	ict Manager called the roll. All were present for							
28	today's meeting.								
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30	SECOND ORDER OF BUSINESS	Approval of the Agenda							
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32	The Agenda was presented and								
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34	On MOTION by Supervisor Dwye	er, seconded by Supervisor Wilson							
35	with all in favor, the Agenda was								
36	, 3								
37	THIRD ORDER OF BUSINESS	Audience Comments on Agenda							
38		Items							
39									
40	The following comments were made:								
41		genda item 8B and informed the Board that he is							
42	filing a motion for Gray/Robinson to disg	0							
43	• • •	Board needed to communicate with the residents							
44		e doing for the community, maybe a letter.							
45	Mike McManus thanked the Board for the								
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FOURTH ORDER OF BUSINESS

January 23, 2020

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Approval of Meeting Minutes

A. Regular Meeting Minutes from December 23, 2019

The Meeting Minutes were presented and approved as presented.

On MOTION by Supervisor Dwyer, seconded by Vice Chair O'Malley, with all in favor, the Meeting Minutes from December 23, 2019 were approved as presented.

Old Business

61 FIFTH ORDER OF BUSINESS

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A. Stormwater Improvements Update

The District Manager and Supervisor Dwyer updated the Board on the stormwater system maintenance inspection by the Engineer to certify the system as being properly maintained. There are several issues needing to be addressed regarding submittal of the Stormwater Management System Inspection Report including the identification of the ownership and several maintenance concerns. The maintenance issues identified in the Engineers 2018 report were corrected and the District Manager had the Chair sign the change in ownership form that was submitted with the report. During the inspection several issues were identified that needed attention and proposals were sought to address inadequate drainage along the west boundary of Building #1 in the Grand Venezia community. To identify a solution the Engineer suggested having the area, including the dry retention pond, identified as to boundaries and elevations to insure it is performing as designed. In addition, he requested having borings taken and soils analyzed to determine if proper percolation is being obtained.

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On MOTION by Supervisor Dwyer, seconded by Vice Chair O'Malley with all in favor, a proposal from Native Geoscience for geotechnical services in the amount of \$3,783 and the proposal from Land Precision Corporation for survey services in the amount of \$2,600 was approved as presented.

In addition, the Board was presented a proposal for drainage maintenance on the basin between Grand Venezia and Grand Bellagio for \$15,000. It was proposed to share this expense between the two communities but as Supervisor Dwyer commented that there are other areas of joint concern between the two communities. Therefore, the Board agreed to invite the Grand Bellagio HOA Board to meet with the Clearwater Cay CDD Board at a 4:00 meeting before the February CDD meeting. The meeting will be advertised as a meeting between the two Boards with the Engineers to discuss these needs and the possibility for funding cooperation between the two Boards.

B. Disabled Parking

Supervisor Wilson reported that all issues have been resolved and the need for a handicapped parking space has been met.

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C. Landscape Efforts and Updates Several of the projects have been completed and Vice Chair O'Malley will do final inspections to verify the work has been completed as expected and authorize payment. Several of the projects are still waiting on replacement of an irrigation pump before completion is possible. i. Mulch Installation Mostly completed but completion will be after the irrigation pump is replaced. ii. Community Sod Replacement The District Manager reported that this project is on hold until the irrigation pump is replaced. iii. Building 3 Circle Enhancements The District Manager reported that this project is on hold until the irrigation pump is replaced. iv. Gazebo Area Landscape The District Manager reported that this project is on hold until the irrigation pump is replaced. v. Pruning & Weeding: Cleanup Reported to be on schedule and all of the palm trees have been trimmed. SIXTH ORDER OF BUSINESS New Business A. FY 2021 Budget Schedule The schedule was distributed with a request for the Board to provide budgetary goals and any projects they wanted to be considered at the next meeting. B. Project List for 2021 Covered under Budget Schedule. **C. CDD Board Inspection Schedule** The District Manager suggested a community inspection by the Board to view the assets of the community and needs being discussed. The Board felt it was a good idea to do a Board inspection and set it at 4:00 before the March meeting.

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152 153	SEVENTH ORDER OF BUSINESS District Manager
155 154 155	A. Financial Statements for Period Ending December 31, 2019
155 156 157	The financial statements were presented and accepted.
158	On MOTION by Supervisor Glidden, seconded by Supervisor
159	Wilson, with all in favor, the financial statements for December were
160 161	accepted as presented.
162	B. Biannual Field Report
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164	The report was reviewed, and concern expressed over how the issues identified will get
165	resolved. We hope to have options for the next meeting. One item was a Kayak rack that
166	had been built in the mangrove area and identified as a CDD rack. It was determined
167	that it wasn't by the CDD and no permissions given but the concept was good.
168	Therefore, the Board wants us to look at establishing a program where racks are built,
169	and residents can lease a spot in the rack for \$75 to \$100. A resident said he would
170	build them if the CDD paid for the materials. Supervisor Glidden and the DM will work on
171	this and report at the next meeting.
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174	C. Website Redesign
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176	Initial web format was discussed, and the Board and the following was acceptable:
177	• The semi-annual field report will be text only, no pictures. The full version with
178	pictures will be emailed separately from the packet.
179	 The financials in the packet will consist only of the balance sheet, investment report,
180	assessment collections summary and the check register. The full version that has
181	previously been sent will be provided under separate cover.
182 183	 The meeting packets won't include any pdf support material, only a summary of important issues to make a decision. The Supervisors will be able to request copies
184	but they will be provided only upon request by the Board members or the public.
185	 The agenda packets sent 7 days in advance electronically and will not be sent under
186	separate cover, but the Board members will be able to access them on the website 7
187	days before the meeting. A agenda packet will still be presented at the meeting.
188	 The Board will be getting new CID email accounts for District business which makes
189	it better for when email copies are requested as part of a public documents request.
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191 192	EIGHTH ORDER OF BUSINESS Attorney
192	A. Bankruptcy Update
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195	The District Attorney stated that the bankruptcy was dismissed.
195 196 197	The District Attorney stated that the bankruptcy was dismissed. B. Debt Assessment Validation
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CLEARWATER CAY COMMUNITY DEVELOPMENT DISTRICT	January 23, 2020
C. Review of Suggested Leg Charges Against Gray Robinso	gal Representation Regarding Filing Malpractice n
The District Attorney received sev case.	veral recommendations for Attorneys to take on this
NINTH ORDER OF BUSINESS	Supervisor's Requests and/or Comments

- Supervisor Glidden asked about lights being out on the palm trees. Chairman Herd stated that the contractor has been working on fixing them.
 - Chairman Herd commented that the Grand Bellagio Condominiums has approved placing lights in the four palm trees around the fountain.

216 217 218 Bruce Barnes commented on the legal fees and commented on what a great job the District

Attorney is doing for the CDD. 219

TENTH ORDER OF BUSINESS

ELEVENTH ORDER OF BUSINESS 221

223 There being no further Orders of Business and, 224

On MOTION by Supervisor Dwyer, seconded by Supervisor Wilson, 225 with all in favor, the meeting was adjourned at 6:32 p.m. 226 227

Next Regular Meeting: January 23, 2020 at 5:30 PM 228 229 230

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Secretary/Assistant Secretary 234

Chair/Vice Chair

Audience Comments

Adjournment



February 5, 2020

Mr. Cal Teague Clearwater Cay Community Development District 3820 Colonial Boulevard Fort Myers, Florida 33966

Email: cteague@cddmanagement.com

Re: Proposal for Civil Engineering Services Clearwater Cay Community Development District Evaluate Grand Venezia Pond 3D Wet Condition Pinellas County, Florida

Dear Mr. Teague:

Pursuant to your request, Dausch Group, Inc. (DGI) is pleased to present this proposal for civil engineering services for the above referenced CDD task. The Clearwater Cay CDD consists of approximately 49 acres and includes within its boundaries, The Grand Venezia condominium development, The Harbourside Office Building and the Vue at Belleair apartment development. Pond 3D is located along the southwest property line of the Grand Venezia property

DGI's proposed services are as follows:

I. <u>SCOPE OF SERVICES</u>

A. Project Research

Perform project investigation by obtaining and reviewing existing Southwest Florida Water Management District files as related to the original Grand Venezia at Baywatch Condo project design. Includes review of permit plan sets, drainage calculations, geotechnical reports and any other pertinent information contained in the SWFWMD file related to the design and permitting of Pond 3D.

B. Survey Review

Review the Special Purpose Survey prepared by the selected surveyor and compare current condition elevations, areas and volumes to that of the permit plans, calculations and documents (from Task A).

C. Geotechnical Report Review

Review the Geotechnical Report prepared by the selected geotechnical engineer and compare current condition Seasonal High Water Table (SHWT) and percolation rates to that of the permit documents (from Task A).

D. Results and Recommendation

Prepare a report of the findings from Tasks A, B and C and prepare and present a report/recommendation to remediate the Wet Condition in Pond 3D.

Note: This proposal does not include the preparation of a construction plan for the remediation, any design calculations or any permitting (if necessary). A separate proposal will be prepared once a recommendation and task effort are determined.

II. COMPENSATION

Compensation for the items in Tasks A, B, C and D listed in Section I, Scope of Services, will be performed at an hourly rate of <u>\$125.00/hour</u> with a Maximum Total Limit of \$2500.00.

I thank you for the opportunity to submit this proposal and look forward to working with the Clearwater Cay Community Development District on this assignment. Should you have any questions, or wish to discuss any part of this proposal, do not hesitate to contact me. DGI is prepared to begin immediately upon receipt of an executed copy of this proposal.

Sincerely, **Dausch Group, Inc.**

Christopher L. Dausch, P.E., LEED AP President

Attachments: Attachment A

ACCEPTANCE

The undersigned does hereby acknowledge acceptance of the terms and conditions of this proposal for professional services as stated herein.

Signature

Date

Printed Name

Title

Attachment A:

A. GENERAL PROVISIONS

A.1. The Client's execution of the AGREEMENT authorizes DGI to perform all the services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by DGI and the Client.

A.2. The Client shall provide DGI access to the Project in order to complete the scope of services.

- **B. ASSIGNMENT:** Neither the Client nor DGI will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- C. INFORMATION PROVIDED BY OTHERS: The Client agrees to promptly provide DGI all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable DGI to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to DGI by the Client, as it is not within DGI's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold DGI responsible for the accuracy of any information furnished by the Client.
- D. DOCUMENTS: All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from DGI's services under this AGREEMENT are and remain the property of DGI as instruments of service. Where such documents are required to be filed with governmental agencies, DGI will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal exposure to DGI unless approved in writing by DGI, prior to such reuse.
- E. TIME LIMITATION FOR ACCEPTANCE: This AGREEMENT is offered to the Client in good faith, and DGI warrants this is a valid contract if executed by the Client and received by DGI within thirty (30) days of the date of this document.

F. INVOICE PROCEDURES AND PAYMENT

F.1. Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by DGI, and any charges for reimbursable costs.

F.2. Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.

F.3. Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.

F.4. Payment is due upon receipt of an invoice. Any unpaid balance shall bear interest at the rate of 1-1/2% per month, starting 30 days from the invoice date. The Client agrees to and shall pay all costs and expenses of collection including but not limited to attorney's fees, court costs, and expenses incurred by DGI in connection therewith and, in addition, the reasonable value of time and expenses spent in connection with such collection action, computed at DGI's prevailing fee schedule and expense policies, regardless of whether legal action is initiated. Such costs shall be added to the account and bear interest at the rate set forth above.

F.5. DGI reserves the right to suspend all services, without notice, if an invoice remains unpaid 45 days after the invoice date. This suspension shall remain in effect until all unpaid invoices are paid in full.

- **G. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- H. DELAYS: DGI is not responsible for delays caused by factors beyond DGI's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove DGI services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond DGI's reasonable control occur, the Client agrees that DGI is not responsible for damages, nor shall DGI be deemed to be in default of this AGREEMENT.

I. LIMIT OF LIABILITY

I.1. The limit of liability of DGI to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.

I.2. In no event shall DGI be liable for any incidental or consequential damages by the Client in connection with the Project.

I.3. DGI is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.

- J. CONSTRUCTION SERVICES: If, under this AGREEMENT, professional services are provided during the construction phase of the project, DGI shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall DGI be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- K. MEDIATION: If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by DGI.
- L. HAZARDOUS WASTES, MATERIALS OR SUBSTANCES: It is acknowledged by both parties that DGI's SCOPE OF SERVICES does not include any service related to asbestos or hazardous or toxic wastes, materials or substances. DGI shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of such waste, materials or substance in any form on the project site.
- M. GOVERNING LAW: This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.

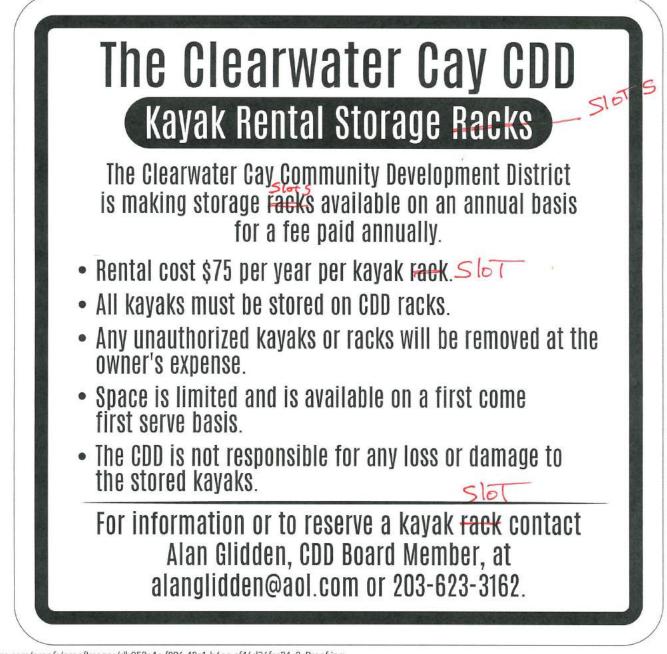
N. ADDITIONAL SERVICES

N.1. DGI shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by DGI in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes DGI to perform additional services, for which DGI will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or DGI ,(c) any causes beyond DGI's control, and (d) cause which, at DGI's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event DGI performs such Additional Services, DGI will notify the Client as soon as practical of the necessity and inception of the services.

N.2. It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.



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tsigns.com/proofs/proofImages/db052a4e-f896-48c1-b6ec-ef46d36fcc24_0_Proof.jpg

The Clearwater Cay CDD Kayak storage rack Rental Application

Name:	Address:	
Name:		

If a slot is available and assigned to the applicant it is then agreed as follows:

The storage racks are only available on an annual basis for a fee paid annually as identified below.

- Rental cost is \$75 per year, per kayak rack slot.
- Rental period is for 12 months from August 1 to July 31st each year. A year can be prorated but if vacated early there are no refunds for unused months.
- All kayaks must be stored on CDD racks and it is the applicants/renter's responsibility to adequately secure their kayak.
- Any unauthorized kayaks or racks will be removed at the owner's expenses.
- Space is limited and is available on a first come first serve basis with applicants being selected from a waiting list maintained by the District.
- The CDD is not responsible for any loss or damage to stored Kayaks.

For information or to submit a completed application, please contact Alan Glidden, CDD Board Member, at <u>alanglidden@aol.com</u> or 203-623-3162. Applications must be submitted to Mr. Glidden via email.

Approved
On Wait list
Payment received
Check #
Rack/Slip #

Balance Sheet Clearwater Cay Community Development District January 31, 2020

	<u>GENERAL</u> FUND	SERIES 2006A DEBT SERVICE FUND	SERIES 2006A CAPITAL PROJECTS FUND	<u>TOTAL</u>
ASSETS				
Checking Account Cash Due To/From Due To/From 001/202/203 Money Market Account Interest/Dividend Receivables Investments-Reserve Fund Investments-Reserve Fund Investments-Revenue Fund Investments-Construction Fund Investments-Working Capital Fund Prepaid Items	64,851.14 0.00 (106,560,90) 0.00 210,363.61 0.00 0.00 0.00 0.00 0.00 0.00 6,710.03	0.00 0.00 106,560.90 2,431.40 383,937.39 1,789,097.09 0.00 0.00 0.00	0.00 94.66 0.00 0.00 0.00 0.00 0.00 15,309.58 57,446.88 0.00	64,851.14 94.66 (106,560.90) 106,560.90 210,363.61 2,431.40 383,937.39 1,789,097.09 15,309.58 57,446.88 6,710.03
TOTAL ASSETS	175,363.88	2,282,026.78	72,851.12	2,530,241.78
LIABILITIES AND FUND BALANCES LIABILITIES Accrued Accounts Payable Due to Bond Holders TOTAL LIABILITIES	52,807.14 0.00 52,807.14	0.00 1,439,500.00 1 ,439,500.00	0.00 0.00 0.00	52,807.14 1,439,500.00 1 ,492,307.14
FUND BALANCES				
Nonspendable Prepaid Items Restricted	6,710.03	0.00	0.00	6,710.03
Debt Service	0.00	842,526.78	0.00	842,526.78
Restricted Capital Projects	0.00	0.00	72,851.12	72,851.12
Assigned				
Unassigned Unassigned	115,846.71	0.00	0.00	115,846.71
TOTAL FUND BALANCES	122,556.74	842,526.78	72,851.12	1,037,934.64
TOTAL LIABILITIES AND FUND BALANCES	175,363.88	2,282,026.78	72,851.12	2,530,241.78

CLEARWATER CAY COMMUNITY DEVELOPMENT DISTRICT

Non-Ad Valorem Special Assessments

(Pinellas County Tax Collector - Monthly Collection Distributions)

Fiscal Year Ending September 30, 2020

GROSS ASSESSMENTS LEVIED							\$	297,291 55.28%
						44.72% ALLOCATIO	N (e	
Distribution	Gross Amount Received	Discounts/ (Penalties)	Collection Cost	Net Amount Received	Ge	eneral Fund		Debt Fund
October	-	-	-	-		_		-
November	4,312	(186)	(83)	4,043		1,928		2,384
	67,498	(2,700)	(1,296)	63,503		30,185		37,313
December	74,623	(2,985)	(1,433)	70,205		33,371		41,252
	46,585	(1,863)	(894)	43,827		20,833		25,752
	40,414	(1,617)	(32)	38,765		18,073		22,341
	35,923	(1,328)	(692)	33,903		16,065		19,858
January	16,922	(521)	(328)	16,072		7,567		9,354
February	-	-	-	-		-		-
March	-	-	-	-		-		-
April	-	-	-	-		-		-
May	-	-	-	-		-		-
June	-	-	-	-		-		-
July	-	-	-	-		-		-
August	-	-	-	-		-		-
September	-	-	-	-		-		-
TOTAL	286,276.81	(11,199.76)	(4,757.92)	270,319.13		128,022.99		158,253.82
BALANCE REMA		(11,100.70)		270,010,10	\$	112,516	\$	139,038

TOTAL ASSESSMENTS

\$ 537,830

PERCENT COLLECTED

53.23%

CLEARWATER CAY

COMMUNITY DEVELOPMENT DISTRICT

Cash and Investment Report

January 31, 2020

Account Name		Bank	Yield	Balance
GENERAL FUND				
Checking Account - Operating		Valley Bank	0.00%	65,366.14
Money Market Account		Valley Bank	1.34%	210,363.61
			Subtotal	275,729.75
DEBT SERVICE FUND				
Series 2006A - Construction Fund	4001	US Bank	1.32%	15,309.58
Series 2006A - Reserve Fund	4009	US Bank	1.32%	383,937.39
Series 2006A - Revenue Fund	4000	US Bank	1.32%	1,789,097.09
Series 2006A - Working Capital Fund	4011	US Bank	1.32%	57,446.88
			Subtotal	2,245,790.94
			Total	2,521,520.69

Clearwater Cay Community Development District Check Register from 1/01/2020 to 1/31/2020 Valley Bank 0924 - Checking Run: 2/18/2020

<u>Check</u>	<u>Date</u>	Vendor / Description	Check / Payment
EFT	1/29/2020	[ADP] ADP (Payroll - JAN 2020, Payroll Taxes - JAN 2020)	1,082.50
EFT	1/03/2020	[ADP] ADP (Payroll Processing Fees)	95.00
EFT	1/24/2020	[ADP] ADP (Direct Wire Fee)	10.00
EFT	1/29/2020	[ADP] ADP (Payroll Processing Fees)	90.20
0001350	1/17/2020	[COAST to COAST] Coast to Coast Grading, Inc. (Skimmer Repairs, Replace Missing Grate 3D, Regrade Pond 3D, Dirt & Grass Removal, 7 Pallets of Sod, Drain Replacement)	17,395.00
0001342	1/06/2020	[DAUSCH] Dausch Group, Inc. (Engineering Services)	250.00
0001343	1/06/2020	[JOHNSON TRANSCRIPTION] Johnson Transcription Service (Transcript of Hearing Before Judge McEwen 10/07/19)	534.00
0001348	1/15/2020	[MOLLOY] Molloy & James (General Legal Services)	2,117.50
0001349	1/15/2020	[PARKING LOT] Parking Lot Services (Asphalt Repair, Restriping, Signage)	3,957.00
0001347	1/15/2020	[PREMIER] Premier District Management (District Management & Field Services - JAN 2020)	5,088.20
0001344	1/06/2020	(REDTREE) RedTree Landscape Systems (Monthly Grounds Maintenance - JAN 2020)	5,530.65
0001345	1/06/2020	[SORIANO] Soriano Law, P.A. (Legal Services)	605.35
0001346	1/06/2020	[VGLOBAL] VGlobalTech (Website Maintenance)	90.00
0001351	1/30/2020	[WIAND] Wiand Guerra King PA (Legal Services)	425.00
		Total Checks:	37,270.40