

MINUTES OF MEETING
BAY LAUREL CENTER
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bay Laurel Center Community Development District was held on Tuesday, October 15, 2024 at 10:00 A.M. at Circle Square Commons, Live Oak Hall, 8413 SW 80th Street, Suites 7 & 8, Ocala, Florida.

Present and constituting a quorum were:

Kenneth D. Colen
Paul Brunner
William D. McLeod, Jr.
John Gysen
Robert "Bo" Stepp

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

George Flint
Robert Szozda
Gerald Colen
Bryan Schmalz
Crystal House
Mary Ann Lynum

District Manager
GMS
District Counsel
BLCCDD
BLCCDD
OTOW

FIRST ORDER OF BUSINESS

Roll Call

Mr. Brunner called the meeting to order at 10:00 A.M. and Mr. Flint called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Kenneth Colen: I'm going to open the floor for public comment. Is there anyone here who wishes to address the Board today on any of the agenda items? If not, I will close the public comment period.

THIRD ORDER OF BUSINESS

Notice of Meeting

Mr. Kenneth Colen: The Notice of Meeting was published in the Ocala Star Banner on August 1st and August 8, 2024, on a list of meeting dates for Fiscal Year 2024. So, the meeting was duly advertised.

- **Amendments to the Agenda** (*Added*)

Mr. Kenneth Colen: At this point, I would ask for a motion to amend the agenda for two items: Resolution 2025-01, dealing with trust matters and the Second Amendment to the Amended and Restated Interlocal Agreement between the Bay Laurel Center Community Development District and Marion County. Do I hear a motion to amend the agenda to add these two items?

On MOTION by Mr. Brunner seconded by Mr. Gysen with all in favor amending the agenda to include Consideration of Resolution 2025-01 and the Second Amendment to the Amended and Restated Interlocal Agreement between the District and Marion County was approved.

- **Consideration of Resolution 2025-01** (*Added*)

Mr. Kenneth Colen: The first item that I'll take up today is Resolution 2025-01:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT"), AUTHORIZING AND APPROVING THE REMOVAL OF ADVISORY TRUST AS TRUSTEE OF THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT AND APPOINTING GEORGE FLINT AS SUCCESSOR TRUSTEE, AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS THAT MAY, AT SOME TIME, BE NECESSARY TO COMPLETE THE REMOVAL AND APPOINTMENT AND PROVIDING AN EFFECTIVE DATE"

Mr. Kenneth Colen: Alright. Are there any questions on this? If not, may I have a motion to adopt Resolution 2025-01?

On MOTION by Mr. Brunner seconded by Mr. Stepp with all in favor Resolution 2025-01 as stated above was approved.

- **Consideration of Second Amendment to the Amended and Restated Interlocal Agreement between the District and Marion County** (*Added*)

Mr. Kenneth Colen: The second item is the Second Amendment to the Amended and Restated Interlocal Agreement between the District and Marion County. I'll ask Mr. Stepp to give us the rundown.

Mr. Stepp: Sure thing, Mr. Chairman. Thank you. On Top of the World (OTOW) Communities, over the past couple of years, added several large tracts of property to its land holdings. In order to serve those areas with utility services, it is necessary for the developer and

for the District to amend its territory service boundary. So, that's really just as simple as moving the boundary line, of where the District is allowed to provide service, to encompass these new properties with a small caveat. That small caveat is one of the parcels that the developer has acquired, which some of you may be familiar with. There's about a 40-acre tract just north of the Indigo East CDD, that was proposed to be a high residential development. Indigo residents showed up in force to oppose that project and the developer decided not to go forward with it. So OTOW would pick that parcel up and we'll do standard development practices, much like Indigo. Now, I point that out, because that tract would put one tract of land in Bay Laurel service territory and another tract of land in Marion County's service territory. So, you can imagine that we had to close that loop with the County, in order to be able to move forward on a project. Their proposal to get us over this hump, in the most expeditious way possible, is for Bay Laurel to waive its right to serve that portion of property. It equates to roughly 125 to 130 connections, in favor of the approximately 300 other additional connections that the developer acquired. So, if you give up 100 to 200 connections, you'll get several hundred acres of service territory on the other side. Now, going back and forth with Marion County, the second amendment has been reviewed and approved as to form by Marion County and Marion County's legal department. They have only one very small, requested revision, which was not to the agreements, but to the graphic. They would just like us to more clearly show the area that Bay Laurel Center is relinquishing. We've done a really good job of showing the new areas, but they would like for us to clarify what the District is giving up, to complete the swap. I'll pause there for any questions, should you have any.

Mr. Kenneth Colen: Alright. Does anyone have any questions? Hearing none, what is your pleasure? Is there a motion to approve the Second Amendment to the Amended and Restated Interlocal Agreement between the District and Marion County?

Mr. Schmalz: May I add something?

Mr. Kenneth Colen: Yes, Mr. Schmalz.

Mr. Schmalz: Mr. Bryan Schmalz, Utility Director for Bay Laurel Center Community Development District. We do have existing customers on that property, currently, with some existing utilities there, that will have to be removed with this project, as if we have no customers in that area any longer, it would be a liability for the District to continue having mains at that location. There was one customer, well, technically, two customers there, currently, which is the

Calesa sales trailer, which will be removed with the project and the DCM Cable building at the point of the property. They did pay capacity charges to the District for us serving the property. So, that would have to be something the District would have to consider, as potential reimbursements, if the Board would deem so. As I'm assuming Marion County would require DCM to pay capacity fees associated with their charges to be served by Marion County.

Mr. Stepp: Yeah. Thank you for bringing that up, Bryan. That's an important point that I neglected to mention. So, where we're at in the negotiations with Marion County, is I've asked Marion County to waive their connection fees for that existing customer. So hopefully, there will be no new connection charge or no refund that the District has to provide. But, Bryan, could you remind me, the value of that deposit?

Mr. Schmalz: \$6,444.

Mr. Stepp: So, that's the amount that we would be looking at reimbursing to DCM, should the County require them to pay Marion County's connection fees, to become a customer of their service.

Mr. Kenneth Colen: What about the sales trailer?

Mr. Stepp: The sales trailer will be removed.

Mr. Kenneth Colen: Yeah, but they paid connection charges.

Mr. Schmalz: No sir. Due to it being a temporary trailer location, we treated it as a temporary connection and did not charge any capacity fees.

Mr. Kenneth Colen: Alright. So, there you have second amendment. What's your pleasure?

Mr. Gysen MOVED to approve the Second Amendment to the Amended and Restated Interlocal Agreement between the District and Marion County and Mr. Stepp seconded the motion.

Mr. Kenneth Colen: Is there any further discussion? Hearing none,

On VOICE VOTE with all in favor the Second Amendment to the Amended and Restated Interlocal Agreement between the District and Marion County was approved.

FOURTH ORDER OF BUSINESS

Acceptance of Utility System(s)

- A. Stone Creek – Pod 26**
- B. Lingleaf Ridge Phase 8**

C. CHW Balfour South

Mr. Kenneth Colen: The next item is acceptance of utility systems for Stone Creek - Pod 26, Longleaf Ridge Phase 8 and Candler Hills West (CHW) Balfour South. Can we handle those in one motion, George?

Mr. Flint: Yes.

Mr. Kenneth Colen: Alright, very good. Are there any questions on this? You've seen this before. It's not an addition to our service area. It's an acceptance of the infrastructure that the respective developers have put in place and the value. Alright, do we have a motion accepting the utility systems for Stone Creek - Pod 26, Longleaf Ridge, Phase 8 and Candler Hills West (CHW) Balfour South?

On MOTION by Mr. Brunner seconded by Mr. Gysen with all in favor acceptance of the turnover of the Stone Creek – Pod 26, Longleaf Ridge Phase 8 and Candler Hills West Balfour South utility systems to the District were approved.

FIFTH ORDER OF BUSINESS**Ratification Items****A. Series 2022B Requisition #72**

Mr. Kenneth Colen: Alright. The next item is Requisition #72 for Series 2022B, which is in the amount of \$666,832.68. The outstanding balance for this contract is \$19,285,882.74, to be precise. What is your pleasure here?

On MOTION by Mr. Brunner seconded by Mr. Stepp with all in favor the approval of Requisition #72 for Series 2022B was ratified.

B. Ongoing IT Support Proposal from Verteks Consulting, Inc.

1. WatchGuard Endpoint Comprehensive Protection Suite
2. Microsoft Office 365 Migration

Mr. Kenneth Colen: Who would like to address the Ongoing IT Support Proposal from Verteks Consulting, Inc.?

Mrs. House: Mrs. Crystal House, Office Manager. The agreement that is in your agenda, is to provide IT maintenance to the District and support, while providing monthly performance preventative maintenance reports, hardware and software audits, full cybersecurity and data backup monitoring and antivirus management. The existing agreement is for a one year with the optional one-year renewal.

Mr. Kenneth Colen: Alright. Does that cover both Watchguard endpoint and Microsoft 365?

Mrs. House: WatchGuard is a separate quote. The WatchGuard Endpoint is a multifactor authentication for logging into the computers, the mobile VPN and the Microsoft 365 services. This will prevent someone who obtains a Bay Laurel employee's username and password, the ability to log into their computer, connect to the VPN or access the email. When a user logs into any of these services after their password is entered, a notification will pop up on the user's cell phone asking that they approve it, ultimately having a two-factor authentication. The other quote is for the Microsoft Office 365 that goes hand in hand with the WatchGuard. This migration will give us the latest versions of the Office apps, including Outlook, Word, Excel, PowerPoint and OneNote and will host our email for 50 gigabytes in the mailbox. Staff will also be able to store and share files with 1 terabyte OneDrive cloud storage per user and staff will be able to connect and collaborate using Microsoft Teams and the ability to access documents via the cloud.

Mr. Kenneth Colen: Alright. Very good. Are there any questions on these proposals? If not, may I have a motion accepting the contracts from Verteks Consulting for a voice and data network?

On MOTION by Mr. Stepp seconded by Mr. Gysen with all in favor approval of the Ongoing IT Support Proposals from Verteks Consulting, Inc. for WatchGuard Endpoint Comprehensive Protection Suite and Microsoft Office 365 Migration were ratified.

C. Retirement Plan Services Agreement with Lincoln Financial Group

Mr. Kenneth Colen: The next item is the Retirement Plan Services Agreement with Lincoln Financial Group. George, will you walk us through this?

Mr. Flint: Actually, Crystal will.

Mr. Kenneth Colen: Alright, Crystal, will you please walk us through this?

Mrs. House: Mrs. Crystal House, Office Manager. We are currently in the process of migrating our existing Retirement Plan from Aspire Financial to Lincoln Financial Group. By moving our existing plan assets from Aspire to Lincoln, the District will be saving close to \$1,600 annually, along with any savings pertaining to additional attorney expenses. The Board previously approved Resolution 2025-01, authorizing George to be the successor Trustee, in order to continue this transition process. Currently, the District is working with our Financial

Advisor from Wells Fargo, our TPA advisor from Penservco, Inc. and Lincoln Financial to establish the new plan documents and have the plan assets fully migrated by mid-December.

Mr. Kenneth Colen: The benefit of this, is a reduction in cost to the District.

Mrs. House: Yes, sir.

Mr. Kenneth Colen: Very good. How is it a benefit to the employees of the District?

Mrs. House: As far the employees, with our new plan documents, we will actually be providing, instead of 25% up to the first 6%, we will be going to 50% up to the first 6%. We will have updated, obviously plan documents and we will be doing a cliff vesting, where at three years, it is 100%. That way, the employer is paying the appropriate FICA taxes.

Mr. Kenneth Colen: Very good. Thank you. We need a motion to approve the Retirement Plan Services Agreement with Lincoln Financial Group.

On MOTION by Mr. Brunner seconded by Mr. Gysen with all in favor approval of the Retirement Plan Services Agreement with Lincoln Financial Group was ratified.

D. Purchase Order from Thompson Pump & Mfg. Co., Inc. for Upgrade Pump

Mr. Kenneth Colen: The next item is a purchase order from Thompson Pump Manufacturing Company for an upgraded pump. This was acquired in a very timely manner, given what we've all just experienced. So, Mr. Schmalz, will you give us the rundown on this?

Mr. Schmalz: Mr. Bryan Schmalz, Utility Director for Bay Laurel Center Community Development District. This is for a second Thompson pump, in order to handle the additional flows that we will be receiving. As many of you have seen, we're constructing the master pump station, which is at the corner of Southwest 80th Street Road and 92nd Court Road. That facility is designed to do 6,000 gallons per minute, with one pump out of service. It's a very large lift station, that has a 400-kw generator at that particular location. In the event that we lose power from domestic as well as generator power, we need to be able to continue pumping the wastewater to the new facility. This pump, along with the one we have, will provide those emergency needs, as well as provide backup services to any of our other 40 lift stations as needed through our community. So, it's basically a portable pump that you bring to the site. You put a suction hose into the wet well and then you have a discharge hose that connects to an emergency pump out connection. It has a float system that you lower into the wet well and when the wet well fills, the pump will automatically turn on. The engine will start, it will catch prime

and begin pumping until it lowers down and then shuts off. It's a very efficient way and actually uses very low fuel, due to the fact that the motor turns on and off as needed. The one that we have ordered, is a 12-inch impeller that will handle approximately 2,600 gallons per minute, with the head condition that we have at that particular facility. We budgeted for this in the 2025 Renewal and Replacement fund. The price came in at \$77,126, which is \$5,374 under budget.

Mr. Kenneth Colen: Very good. Is it a regulatory mandate to have double redundancy in your system?

Mr. Schmalz: According to DEP, the short answer is yes. If a pump goes down, they want you to have a spare pump that you put right back into the lift station. That's really not a feasible option for utilities that have hundreds of lift stations. As an example, we have 40 and each pump is a little bit different for each location based off of the design points. So, having this pump, is kind of a one size fits all, that allows us to stage that pump in the event that we need to.

Mr. Brunner: Is this trailer mounted, I assume?

Mr. Schmalz: Yes, sir.

Mr. Brunner: What about the fuel tank?

Mr. Schmalz: It will be a diesel fuel tank. We have one very similar to it currently, that we purchased, I believe, in 2019. It's enclosed, protected from the weather and has a sound attenuated package. That way it's not too loud for the community when it's running adjacent to the station.

Mr. Kenneth Colen: Yeah, they are kind of loud.

Mr. Schmalz: They can be. Yes.

Mr. Flint: It's a tractor trailer engine, isn't it?

Mr. Kenneth Colen: What's the anticipated life for something like that?

Mr. Schmalz: Through maintenance, 15 to 20 years. We've had ours approximately for five years. It has very low hours on it, but we operate it weekly, to ensure it's ready to go at all times, in the event of emergencies.

Mr. Kenneth Colen: Thank you. Just a footnote, not all lift stations have generators on them. Four don't have generators on them. One is on order.

Mr. Schmalz: For January.

Mr. Kenneth Colen: In January. Okay.

Mr. Schmalz: The other three sites, is Lift Station #2, located in Friendship Park. It's in a small roundabout. You don't have the real estate to put in a generator. The other two locations are Publix and the Walgreens lift station. So, with it being commercial properties, we elected at that time, not to install generators at those. In the event there is residential development behind the Walmart shopping center, that will ultimately flow to the Walgreens lift station, Lift Station #23 and at that time, we would install a generator there.

Mr. Kenneth Colen: Okay. Just more generally when there is development on that parcel.

Mr. Schmalz: Yes sir. We do have two portable generators, as well as one portable Thompson pump. This will make the second portable Thompson pump that we'll have. So, that will add to our emergency response.

Mr. Kenneth Colen: That has a 12-inch impeller. What's the discharge on it?

Mr. Schmalz: It depends on the head condition. We designed it, considering that particular one is going to be pumping all the way to the north plant. It has 140 feet of total dynamic head. It can pump right at 2,700 gallons per minute. So, if we're at a site that has a lower head condition, then we could get even more out of it.

Mr. Kenneth Colen: Okay, very good. Alright, so we need a motion to ratify this acquisition.

On MOTION by Mr. Brunner seconded by Mr. Gysen with all in favor approval of the Purchase Order from Thompson Pump & Mfg. Co., Inc. for a pump upgrade in the amount of \$77,126 was ratified.

E. Agreement with Grau & Associates to Provide Auditing Services for Fiscal Year 2024

Mr. Kenneth Colen: Next is our agreement with Grau & Associates, to provide auditing services for Fiscal Year 2024. How many years have we been using Grau, George?

Mr. Flint: I don't know in total, but I think this is the fifth year on the last time we bid it, but I would have to go back and confirm. They are really the only firm that is consistently responding to these Request for Proposals (RFPs), at this point.

Mr. Brunner: There have been no problems?

Mr. Flint: They do a great job.

Mr. Brunner: That's what I thought.

Mr. Flint: They are the best one out there.

Mr. Kenneth Colen: Alright, very good. Is there any discussion? If not, we need a motion to ratify the agreement with Grau & Associates, to provide auditing services for Fiscal Year 2024.

On MOTION by Mr. Gysen seconded by Mr. Brunner with all in favor the approval of the Agreement with Grau & Associates for the Fiscal Year 2024 Audit in the amount of \$21,000 was ratified.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Kenneth Colen: Do we have any other business to come before the Board today?

Mr. Schmalz: Mr. Bryan Schmalz, Utility Director for Bay Laurel Center Community Development District. I provided some documents before you today. There are three sheets of paper. The new North Water Reclamation Facility (NWRP) has a dedication plaque, that will be mounted adjacent to the main door going into the operations building. The picture that has the Bay Laurel logo on the very top of it, is the proposed layout currently for that plaque. It will look similar to the bronze picture in the next page but will have different formats. With that, in discussion, it was decided that we wanted a quote regarding conservation to be placed on the plaque. As you will notice, we did include Mr. Belz, as he was a big part of this facility from the beginning. So, I'm thrilled to have his name on that facility. With that being said, I provided five quotes for the Board to select from. They are not the only quotes out there, but those are the five that stuck out to me, which the Board could review and recommend a particular quote to be placed on that plaque.

Mr. Brunner: Are you looking for just individual suggestions?

Mr. Kenneth Colen: Yeah. You can make a motion for one or we can discuss it. Let's just discuss it.

Mr. Brunner: I was just reading number four. It more or less carries a little political overtone to it, so I like number three.

Mr. Kenneth Colen: Okay. Are there any other thoughts?

Mr. Gysen: I like number three myself.

Mr. McLeod: I like all of them.

Mr. Flint: Yeah, but my favorite is number one. So, two Board Members vote for number three.

Mr. Schmalz: I had a Dr. Seuss one saying, *"It's not what it is, but what it will become."*

Mr. Gysen: We also had the Ethel Murphy one with Murphy's law, but that's not going to work.

Mr. Kenneth Colen: Let's not do that. Alright, other thoughts.

Mr. Brunner: Mr. Chairman, why don't you pick one and we vote on it?

Mr. Kenneth Colen: Well, all right. How many are in favor of number three, "*Water is the driving force of all nature, Leonardo da Vinci.*" We have four in favor. I vote for number one. So, it will say, "*Water is the driving force of all nature.*" That's good.

Mr. Schmalz: Thank you.

Mr. Kenneth Colen: Thank you.

Mr. Schmalz: I just want to confirm that everyone's name is spelled correctly with the proper initials.

Mr. Kenneth Colen: Alright. Mark one up if you want it changed and initial and date it. Thank you all.

Mr. Brunner: Thank you, Bryan.

Mr. Kenneth Colen: Very good. Is there any other business before the Board? Hearing none,

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Next Meeting Date – November 19, 2024

Mr. Flint: The next meeting is November 19, 2024. When is our election?

Mr. Flint: It is before the Board meeting on the 19th.

Mr. Kenneth Colen: Very good. Thank you.

Mr. Stepp: I will just say, Mr. Chairman, that the issues that we discussed today with the Interlocal Agreement, goes before the Marion County Board of Commissioners at their November meeting. So, I'll have a report back in at our November meeting of how that went.

Mr. Kenneth Colen: Alright, very good. Thank you. May I have a motion to adjourn?

NINTH ORDER OF BUSINESS


Adjournment

October 15, 2024

Bay Laurel Center CDD

On MOTION by Mr. Brunner seconded by Mr. Gysen with all in favor the meeting was adjourned.


Secretary/Assistant Secretary


Chairman/Vice Chairman