



**SAIL HARBOUR  
COMMUNITY DEVELOPMENT  
DISTRICT**

**LEE COUNTY  
REGULAR BOARD MEETING  
JANUARY 11, 2017  
6:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.sailharbourcdd.org](http://www.sailharbourcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
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**AGENDA**  
**SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT**  
Hilton Garden Inn  
12600 University Drive  
Fort Myers, Florida 33907  
**REGULAR BOARD MEETING**  
January 11, 2017  
6:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider New Board Member Resume.....Page 2
  - 1. Seat Board Members
  - 2. Administer Oath of Office & Review Board Member Responsibilities and Duties
- E. Additions or Deletions to Agenda
- F. Comments from the Public for Items Not on the Agenda
- G. Approval of Minutes
  - 1. November 14, 2016 Regular Board Meeting.....Page 3
- H. Old Business
  - 1. Update on Engineer's Annual Report
- I. New Business
  - 1. Consider Approval of Encroachment Agreement.....Page 7
- J. Administrative Matters
  - 1. Update on Engineering RFP
- K. Board Members Comments
- L. Adjourn

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[Sort](#)

Showing results 1 through 1 of 1  
(1 Pages)

Show results beginning at: [1](#)

**News-Press, The**

Sept. 26, 2016

Miscellaneous Notices

SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2016/2017 REGULAR MEETING SCHEDULE NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Sail Harbour Community Development District will hold Regular Meetings in a Meeting Room at the Hilton Garden Inn located at 12600 University Drive, Fort Myers, Florida 33907 at 6:00 p.m. on the following dates: October 10, 2016 November 14, 2016 December 12, 2016 January 11, 2017 February 13, 2017 March 13, 2017 April 10, 2017 May 8, 2017 June 12, 2017 July 10, 2017 August 14, 2017 September 11, 2017 The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting. From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record. If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting. Meetings may be cancelled from time to time without advertised notice. SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT  
www.sailharbourcdd.org PUBLISH: FT. MYERS NEWS-PRESS 09/26/16 Ad# 1602645 September 26, 2016

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## **RESUME**

### **JUNE GILL**

#### **PERSONAL:**

- Hunter College, New York City – B.A. in English
- Lehman College, New York City – M.A. in Education
- Elementary school teacher for 32 years in Westchester County, New York; Mannheim, Germany and New York City.
- Board Member and Assistant Secretary, Sanibel Arms West Condominium Association, Sanibel Island, Florida, 2002-2016.
- Sail Harbour Townhouse Owner of 16138 Via Solera Circle, #104 since March 2006.
- Legal Florida Resident since October 2015.

SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT  
 REGULAR BOARD MEETING  
 NOVEMBER 14, 2016

**A. CALL TO ORDER**

The November 14, 2016, Regular Board Meeting of the Sail Harbour Community Development District was called to order at 6:05 p.m. in a meeting room of the Hilton Garden Inn located at 12600 University Drive, Fort Myers, Florida 33907.

**B. PROOF OF PUBLICATION**

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on September 26, 2016, as legally required.

**C. ESTABLISH A QUORUM**

It was noted that a quorum was established by the presence of:

Chairperson	Marge Howerton	Present
Supervisor	Richard Balaun (arrived at 6:43 p.m.)	Present
Supervisor	Aaron Roeth	Present
Supervisor	Susan Balaun	Present

Staff members in attendance were:

District Manager	Kathleen Dailey	Special District Services
District Counsel	Gerald Knight (via telephone)	Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. July 11, 2016, Public Hearing & Regular Board Meeting**

The minutes of the July 11, 2016, Public Hearing & Regular Board Meeting were presented for approval. With no changes, a **motion** was made by Ms. Howerton, seconded by Mr. Roeth and passed unanimously to approve the minutes of July 11, 2016, Public Hearing & Regular Board Meeting, as presented.

SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 14, 2016

**G. OLD BUSINESS**

**1. Consider Approval of Service Agreement with Johnson Engineering for Annual Inspection**

Ms. Dailey went over the background on this agreement for \$1,200 and stated that it is necessary since the Board does not have an Engineer of Record. Mr. Knight explained the form of the document and the insurance requirements. He also indicated that he included language in the agreement concerning public records laws. A **motion** was made by Ms. Balaun, seconded by Mr. Roeth and passed unanimously approving the Service Agreement with Johnson Engineering, in substantial form, and for the Chairman to execute said Agreement.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2016-04 – Adopting a Fiscal Year 2015/2016 Amended Budget**

Resolution No. 2016-04 was presented, entitled:

**RESOLUTION NO. 2016-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2015/2016 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Ms. Howerton, seconded by Ms. Balaun and passed unanimously to approve Resolution No. 2016-04, as presented.

**2. Consider Resolution No. 2016-05 – Electronic Approval Process and Authorized Signatories**

Resolution No. 2016-05 was presented, entitled:

**RESOLUTION NO. 2016-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES,**

SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 14, 2016

**SELECTING THE SIGNATORIES THEREOF; AND PROVIDING  
AN EFFECTIVE DATE.**

Ms. Dailey explained the resolution. A **motion** was made by Mr. Roeth, seconded by Ms. Balaun and passed unanimously to adopt Resolution No. 2016-05, appointing Ms. Howerton as the Board signatory.

**3. Consider Resolution No. 2016-06 – Declaring a Vacancy in Seat #5**

Resolution No. 2016-06 was presented, entitled:

**RESOLUTION 2016-06**

**A RESOLUTION OF THE BOARD OF  
SUPERVISORS OF THE SAIL HARBOUR  
COMMUNITY DEVELOPMENT DISTRICT  
DECLARING A VACANCY IN SEAT 5 OF THE  
BOARD OF SUPERVISORS PURSUANT TO  
SECTION 190.006(3)(b), FLORIDA STATUTES; AND  
PROVIDING AN EFFECTIVE DATE.**

Mr. Knight explained that no one qualified had to run for the open seat and therefore it becomes vacant. He went over the process to fill the seat and explained that the Board needs to make a good faith effort to fill the seat within 90 days. Ms. Balaun opined that she preferred that the candidate not be a renter. Ms. Howerton stated that she will put the information in the newsletter, on the community bulletin board and in an email to the residents.

A **motion** was made by Ms. Balaun, seconded by Ms. Howerton and passed unanimously to adopt Resolution No. 2016-06, as presented.

**I. ADMINISTRATIVE MATTERS**  
**1. Financial Report**

Ms. Dailey went over the report and indicated that everything was in normal operations.

**J. BOARD MEMBER COMMENTS**

Ms. Balaun led a discussion on the meeting time and noted that she may bring it up at the next meeting. Discussion ensued with the Board's consensus to leave the date and time as it is.

SAIL HARBOUR COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
NOVEMBER 14, 2016

Ms. Balaun stated that Johnson Engineering had been working with the District for many years and really did not want to go out to bid for a new engineer. Mr. Knight stated that most districts have a contract with a district engineer, which is done through the CCNA process.

Supervisor Robert Balaun arrived at 6:43 p.m.

There was general discussion that the Board felt that they needed to get an engineer on contract. A **motion** was made by Ms. Howerton, seconded by Mr. Balaun and passed unanimously to put out an RFQ for an Engineer of Record, after the annual inspection had been completed.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Roeth, seconded by Ms. Howerton to adjourn the Regular Board Meeting at 6:47 p.m. The **motion** carried unanimously.

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Secretary/Assistant Secretary

---

Chair/Vice-Chair



Prepared By and Return Document To:  
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
Michael J. Pawelczyk, Esq.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

Folio No. \_\_\_\_\_

**ENCROACHMENT AGREEMENT**

**THIS IS AN ENCROACHMENT AGREEMENT** (“Agreement”), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

\_\_\_\_\_ **COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created pursuant to Chapter 190, Florida Statutes, with an address of \_\_\_\_\_ (“DISTRICT”),

and

\_\_\_\_\_, an individual whose address is \_\_\_\_\_ (“OWNER”).

**WITNESSETH:**

**WHEREAS**, by virtue of that the deed recorded in the Public Records of \_\_\_\_\_ County, Florida, at Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, OWNER is the fee simple owner of certain real property located in the \_\_\_\_\_ community having Tax Folio # \_\_\_\_\_ and described in Exhibit A attached hereto and incorporated herein by reference (the “OWNER’s Property”); and

**WHEREAS**, OWNER has requested permission from the DISTRICT to install and maintain a \_\_\_\_\_ on certain real property owned by DISTRICT (the “DISTRICT Property”); and

**WHEREAS**, OWNER desires to encroach upon the DISTRICT Property to the extent more particularly shown in Exhibit B attached hereto and incorporated herein by reference (the “Encroachment Area”); and

**WHEREAS**, the DISTRICT Board of Supervisors has no objection to permitting this the requested encroachment subject to the terms of this Agreement; and

**WHEREAS**, by motion adopted at a public meeting, the Board of Supervisors of the DISTRICT has authorized the proper DISTRICT officials to enter into this Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and the conditions contained in this Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated into this Agreement.
2. DISTRICT hereby grants its permission to OWNER to encroach on and to the DISTRICT Property to install, construct and maintain a \_\_\_\_\_ (the "Improvement") within Encroachment Area, but only to the extent and as depicted in Exhibit B. This grant of permission is subject to OWNER installing and constructing the Improvement on the DISTRICT Property as depicted in Exhibit B, that all construction be properly permitted by all governmental agencies or entities having jurisdiction thereof, that the Improvement has been approved by the governing homeowners' association, and that the Improvement is installed in a manner to minimize the encroachment into the DISTRICT Property.
3. OWNER agrees to indemnify and hold the DISTRICT, its officials, employees, and agents, harmless from any and all liability incurred now or in the future as a result of any claim, injury, death or property damage, arising out of or in any way connected to the installation, existence, and maintenance of the Improvement on the DISTRICT Property.
4. It is understood that this Agreement is granted to OWNER for the OWNER's sole benefit and shall be construed most strictly in favor of the DISTRICT and against OWNER.
5. It is agreed that OWNER shall remove the Improvement or any portion of it at any time that the DISTRICT requires the use of any portion of the Encroachment Area, or the DISTRICT's Board of Supervisors determines that continuation of such encroachment is not in the public interest. Such removal shall be at OWNER's sole cost and expense. In the event OWNER fails to remove all or any part of the Improvement within thirty (30) days after written demand by DISTRICT to do so, DISTRICT is authorized to remove the Improvement or any portion of it and all costs associated with such removal shall become a lien against OWNER's Property as described above, which lien may be enforced through foreclosure and shall include court costs and reasonable attorney's fees.
6. This Agreement shall not be effective until it has been executed by all parties and recorded by the DISTRICT in the public records of \_\_\_\_\_ County, Florida, at OWNER's expense.
7. The provisions of this Agreement are covenants running with the land described



\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_,

\_\_\_\_\_  
Print name: \_\_\_\_\_

STATE OF FLORIDA                    }  
COUNTY OF \_\_\_\_\_            }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, individually. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

\_\_\_\_\_  
Notary Public, State of Florida  
[Signature]

\_\_\_\_\_  
Name of Notary  
[Typed, Printed or Stamped]

My Commission Expires:

\_\_\_\_\_  
Commission No.:

**EXHIBIT A**

**OWNER's PROPERTY**

**EXHIBIT B**

**ENCROACHMENT AREA**