

**MINUTES
BURNT STORE VILLAGE STREET &
DRAINAGE MUNICIPAL SERVICE BENEFIT
UNIT (MSBU)**

**ADVISORY BOARD REGULAR MEETING
MONDAY, DECEMBER 4, 2023**

**10:34 a.m. – 11:14 a.m.
Punta Gorda Charlotte Library
401 Shreve Street, Punta Gorda, Florida**

Members Present: Craig Williams, Chair
Patrick Hurd, Vice-Chair
Roy McElwee
Jeffrey Young

Members Absent: None

County Staff: Erica LeMaster, Community Liaison

Guests: None

Call to Order / Roll Call:

The meeting was called to order at 10:34 a.m. and a quorum was established.

Changes to Agenda/ Motion to Approve Changes:

None

Citizen Input on Agenda Items (3-Minute Limit):

None

Approval of Minutes:

The draft minutes from November 24, 2023, were unanimously approved as written.

Unfinished Business:

- a. Buffer Zone Landscape Irrigation: Ms. LeMaster advised that Mr. Grimm on the grounds committee for Burnt Store Village Property Owners Association (POA) met with Chuck Peters Public Works Projects Manager to discuss the buffer zone landscape irrigation. Ms. LeMaster updated the group that the water plant is scheduled for refurbishment sometime in the next couple of years, and gave Mr. Broom's, the utility reclaims water supervisor, contact information as the point of contact regarding damages to the system resulting from a heavy truck. She advised that at this time Mr. Grimm has confirmed that a meeting is unnecessary at this time due to the condition of the water plant and the pressure issues.
- b. Fiscal Year (FY)23 Paving Program: Discussion ensued regarding the paving project in Woodland Estates, the group explained that the sod has been laid and is thriving, the only concerns are the sod that was placed around the round-a-bouts starting to turn

brown. The group is requesting the current paving total for Woodland Estates.

c. Dorado x Prada Washout: Discussion ensued regarding the west side of the rim ditch and erosion encroaching on the property near the utility pole. The group stated Mr. Thomas, Public Works Stormwater Engineer, went out and assessed the location, and Ms. LeMaster will follow up to request any new information.

New Business:

- a. Financial Reports: The FY23 fourth quarter Actual Expenditure Report was reviewed, as well as the FY24 Adopted and FY25 Approved Budget Report. Questions regarding the start of the paving loan, and when they started paying into the paving project were discussed. The group is requesting a report showing the paving project loan.
- b. Right of Way (ROW) Mowing: The group asked that this item be removed from future agenda's as they are not interested in the county taking over right of way (ROW) mowing at this time.
- c. Citizen Input on MSBU Items (3 Minute Limit):
None

Advisory Board Open Discussion:

The group discussed the following projects and concerns, Turtle Crossing rim ditch and road crossing pipes, Quesa Drive and Estrada Circle regarding the pipe that runs under Quesa Drive that drains the water from Estrada Circle claiming that when it rains the water doesn't drain for a week, as well as stop signs, and no outlet signs in Burnt Store Village.

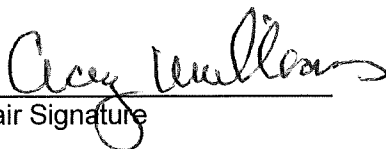
Meeting Schedule / Items for Next Agenda:

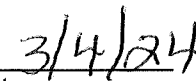
Future meetings are tentatively scheduled at 10:30 a.m.

- March 4, 2024
- June 3, 2024
- September 9, 2024
- November 18, 2024

The meeting adjourned at 11:14 a.m.

Submitted by: Erica LeMaster
Public Works Department


Chair Signature


Date

AGENDA
BURNT STORE VILLAGE STREET & DRAINAGE
MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

ADVISORY BOARD REGULAR MEETING
MONDAY, DECEMBER 4, 2023

10:30 a.m. Punta Gorda Charlotte Library
401 Shreve Street, Punta Gorda, Florida

BOARD MEMBERS: Craig Williams, Chair
Patrick Hurd, Vice-Chair
Roy McElwee
Jeff Young

COUNTY STAFF: Karlene McDonald, Operations Supervisor
Erica LeMaster, Community Liaison

PURPOSE: Regular Meeting

1. Call to Order / Roll Call
2. Changes to the Agenda / Motion to Approve Changes
3. Citizen Input on Agenda Items (3-Minute Limit)
4. Approval of Minutes: September 25, 2023
5. Approval of Meeting Schedule: Fiscal Year 2024
6. Unfinished Business
 - a. Buffer Zone Landscape Irrigation
 - b. FY23 Paving Program
 - c. ROW Mowing
7. New Business
 - a. Financial Reports
8. Citizen Input MSBU Items (3-Minute Limit)
9. Advisory Board Open Discussion
10. Meeting Schedule / Items for Next Agenda
11. Motion to Adjourn



**Burnt Store Village Street & Drainage
Municipal Service Benefit Unit**

Advisory Board Meeting Attendance
Monday, December 4, 2023

Location: 401 Shreve Street, Punta Gorda, Florida
Punta Gorda Charlotte Library

**INFORMATION SUPPLIED ON THIS FORM
BECOMES PUBLIC RECORD**

NAME (please print)	Email Address	Phone Number
Erica Lemaster	Erica.LeMaster@charlottecountyfl.gov	941.575.3626
Patrick Hurd	phurd229@hotmail.com	770-815-1509
JEFF YOUNG	ON FILE	757-748-0447
Roy McElwee	ON FILE	202.288.3820
Craig Williams	ON FILE	845-464-4222
	Email Address	

FY2024 Tentative Meeting Schedule

Burnt Store Village S&D

MSBU Advisory Board

Mondays at 10:30 a.m. for the following dates:

- **3/4/2024 – Charlotte Harbor Event Center**
- **6/3/2024 - Punta Gorda Library**
- **9/9/2024 - Punta Gorda Library**
- **11/18/2024 - Punta Gorda Library**

Proposal for Extra Work at Charlotte County Mid County RO

Property Name	Charlotte County Mid County RO	Contact	Chuck Peters
Property Address	18500 Murdock Cir Ste 344 Port Charlotte, FL 33948	To	Charlotte County Purchasing Division
		Billing Address	Safety Mowing Roadway Right of Way 18500 Murdoch Cir Ste 344 Port Charlotte, FL 33950-5798

Project Name Burnt Store Village Buffer
Project Description stuck valve

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3.00	HOUR	tech labor	\$55.00	\$165.00
1.00	EACH	1 1/2 valve replacement	\$68.42	\$68.42
2.00	EACH	DBRY	\$2.46	\$4.92

For internal use only

SO# 8250098
JOB# 344300107
Service Line 150

Total Price \$238.34

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
550 Theresa Blvd, Port Charlotte, FL 33954 ph. (941) 249.9831 fax (941) 249.9834

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature	Title	Property Manager
Chuck Peters	Date	October 06, 2023
Printed Name		

BrightView Landscape Services, Inc. "Contractor"

Signature	Title	Irrigation Manager
Brent Michael Roy	Date	October 06, 2023
Printed Name		

Job #: 344300107
SO #: 8250098 **Proposed Price:** \$238.34

Burnt Store Village Street and Drainage MSBU

Fund Financial Report
Oct. 1, 2022 - Sept. 30, 2023

Unaudited as of 9.30.23

	Actual FY2022	Adopted Budget FY2023	Amended Budget FY2022	YTD Actual FY2023	Projected FY2023
Beginning Balance	\$429,119	\$226,572	\$226,572	\$445,813	\$445,813
Revenues					
Assessments & Earnings	91,137	93,433		110,206	110,206
Grant & Subsidy Revenue	-	-		-	-
Loans & Borrowing	-	197,000	208,000	208,000	208,000
Total Revenue	\$91,137	\$290,433	\$301,433	\$318,206	\$318,206
Expenditures					
Contract Services	1,136	-		6,836	6,836
Pipe Lining	-	25,000		-	-
ROW Maintenance	564	5,820		324	324
ROW Reclamation	-	-		-	-
Speciality Mowing	-	-		-	-
Public Works Services	56,454	61,032		68,584	68,584
Internal Charges	5,109	3,197		3,197	3,197
Purchased Services	9,749	12,353		12,558	12,558
Materials and Supplies	-	-		-	-
Capital Outlay	-	-		-	-
Debt Services	16	7,711		1,214	1,214
Project Costs					
BSV-Woodland Estates Paving	1,416	182,098	205,117	160,721	160,721
Total Expenditures	\$74,444	\$297,211	\$326,328	\$253,434	\$253,434
Reserves (Ending Fund Balance)	\$445,813	\$219,794	\$201,677	\$510,585	\$510,585
Reserve %	85.69%	42.51%	38.20%	66.83%	66.83%

*Budget Amendment for additional paving costs.

Date Prepared: 10/20/2023

Burnt Store Village Street and Drainage MSBU
 2 Year Budget
 FY2024 & FY2025

Estimated Burnt Store Village ERU's and Cost per ERU

	FY2024	FY2025
Vacant		
<i>Estimated ERU's</i>	-	-
<i>Cost per ERU</i>	\$ 50.00	\$ 50.00
Occupied		
<i>Estimated ERU's</i>	1,426.900	1,426.900
<i>Cost per ERU</i>	\$ 50.00	\$ 50.00
Current FY23 Rate	\$ 50.00	
Current Maximum Rate	\$ 195.00	

Estimated BSV Harborside Woods ERU's and Cost per ERU

	FY2024	FY2025
Vacant		
<i>Estimated ERU's</i>	23.000	23.000
<i>Cost per ERU</i>	\$ 350.00	\$ 350.00
Occupied		
<i>Estimated ERU's</i>	63.700	63.700
<i>Cost per ERU</i>	\$ 350.00	\$ 350.00
Current FY23 Rate	\$ 303.00	
Current Maximum Rate	\$ 350.00	

	Adopted Budget FY2024	Approved Budget FY2025
Beginning Balance	\$ 640,377	\$ 335,516
<u>Revenues</u>		
Assessments & Earnings		
<i>Assessments</i>	71,345	71,345
<i>Assessments-HSW</i>	30,345	30,345
<i>Interest</i>	2,242	1,175
<i>Net Inc/(Decr) Fair Market Value-Investments</i>	-	-
<i>Misc Rev</i>	-	-
<i>Excess Fees /Tax Collector</i>	-	-
<i>Less 5% Reserve - FS 129.01(2)b</i>	(5,197)	(5,144)
Grant & Subsidy Revenue		
Loans & Borrowing		
<i>Debt Proceeds</i>	-	-
Total Revenue	\$ 98,735	\$ 97,721

	Adopted Budget FY2024	Approved Budget FY2025
Expenditures		
Contract Services		
Engineering	-	-
Other Contractual Svcs	-	-
Concrete Flatwork	-	-
Drainage	-	-
Street Sweeping	-	-
Installed Sod	-	-
Landscaping	-	-
Paving	-	-
Contract Services; other		
Pipe Lining	-	-
Right of Way Maint	5,820	5,820
ROW Reclamation	-	-
Specialty Mowing	-	-
Public Works Services		
Equip Repl Charges-PubWrks	12,728	12,728
Operating Exp-PubWrks	80,992	80,992
Road & Bridge Materials	33,088	33,456
Sign Materials	3,902	4,079
Internal Charges		
Central/Indirect Svcs	2,020	2,121
Purchased Services		
Admin Svcs-PubWrks	-	-
Personal Svcs-InterDept	-	-
Postage	-	-
Postage-MSBU Notices	-	-
Utility Service-Electricity	8,500	8,500
Utility Svc - Water/Sewer	500	500
Printing & Binding	-	-
Advertising-Legal	-	-
Fees-Landfill	250	250
Collection Fee-Tax Collector	2,034	2,034
Materials and Supplies		
Capital Outlay		
Imprv-Other Than Bldgs	-	-
Debt Services		
Principal	21,000	21,000
Interest	10,331	7,638
Other Debt Service Costs	-	-
Project Costs		
BSV-Woodland Estates Paving		
Paving	205,117	-
Rejuvenation	12,000	-
Labor	5,314	-
Total Expenditures	403,596	179,118
Reserves (Ending Fund Balance)	\$ 335,516	\$ 254,119
Reserve %	45.4%	58.7%

Version Date 9/20/2023

Capital Maintenance Schedule
 Public Works - MSBU/TU Road Paving
 2024-2025

Project Name	2024	2025	2026	2027	2028	2029	TOTAL
Burnt Store Village/Woodland Estates	233	8	7	6	5	5	263
Englewood East Paving and Mnt Program	0	8,962	890	262	247	230	10,591
Gardens of Gulf Cove Paving Program	0	0	2,236	232	84	79	2,632
Greater Port Charlotte Road Paving Program	4,456	4,607	4,151	4,151	4,151	4,151	25,669
Grove City Paving Program	0	0	5,074	645	164	156	6,039
Lemon Bay Paving and Maintenance Program	6,469	711	206	189	171	152	7,898
Pirate Harbor Paving Program	1,207	42	40	38	35	32	1,395
Placida Paving and Maintenance Program	0	4,017	478	127	119	111	4,851
Punta Gorda Non Urban Paving Program	443	30	15	10	5	0	503
Rotonda Meadows and Villas Paving and Mnt Program	0	0	5,303	231	646	205	6,385
Rotonda West Paving Program	0	17,724	1,933	800	755	707	21,919
South Burnt Store Paving	4,798	406	53	36	19	0	5,312
South Gulf Cove Paving Program Ph 2 and 3	0	0	9,104	10,146	664	0	19,914
Tropical Gulf Acres Paving and Mnt Program	0	0	1,020	306	0	0	1,326
TOTAL	17,606	36,508	30,510	17,179	7,066	5,830	114,697

Capital Maintenance Schedule
 Public Works MSBU Paving
 Long Range Plan 2024-2025

	Year Last Paved	Cost Last Paved	Total Mileage for MSBU	Today's cost per mile (on average)	2023 Updated Cost for Asphalt	Cost/20yrs	Cost per unit per yr	Unit	Next Paving Year
Boca Grande St/Dr - Maint	2010	234,691	2.90	155,000	449,500	22,475	31.71	eru	2030
Burnt Store Village St/Dr-Maint	2014	1,701,556	14.40	155,000	2,232,000	111,600	78.16	eru	2034
BSV - Woodland Estates/Harborside	2005	N/A	1.13	155,000	175,150	8,758	86.20	eru	2022
Cook & Brown St - Maint	2019-2020	1,103,092	6.40	155,000	992,000	49,600	8.66	acre	2040
Deep Creek N-Urb St/Dr-Maint	2013-2020	8,569,990	73.60	155,000	11,408,000	570,400	65.67	eru	2037
Don Pedro/Knight Isl St/Dr*	2008	137,417	4.80	155,000	744,000	37,200	0.00	MSTU	2028
Englewood East N-Urb St/Dr-Maint	2005-2007	13,643,734	179.80	155,000	27,869,000	1,393,450	85.10	eru	2027
Gardens Gulf Cove St/Dr-Maint	2004	1,037,245	10.90	155,000	1,689,500	84,475	85.32	eru	2025
Gtrr Port Charlotte St/Dr-Maint	continuous		658.54	155,000	102,073,700	5,103,685	82.86	eru	continuous
Grove City St/Dr-Maint	2005	1,858,379	21.30	155,000	3,301,500	165,075	62.23	eru	2026
Gulf Cove St/Dr-Maint	2009-2015	9,771,350	93.60	155,000	14,508,000	725,400	87.94	eru	2032
Harbour Hts St/Dr-Maint	2017-2019	3,145,589	25.96	155,000	4,023,800	201,190	85.93	eru	2038
Lemon Bay St/Dr-Maint	1997-2003	1,672,998	37.50	155,000	5,812,500	290,625	66.60	eru	2022
Manasota Key St/Dr	2012	114,157	2.00	155,000	310,000	15,500	0.00	MSTU	2032
NW Port Char N-Urb St/Dr-Maint	1994-2000	10,040,018	186.30	155,000	28,876,500	1,443,825	83.03	eru	2017-2022
Peace River Shores St/Dr-Maint	2018	2,237,440	18.70	155,000	2,898,500	144,925	84.45	eru	2038
Pirate Harbor St/Dr Maint	2005	385,636	4.71	155,000	730,050	36,503	90.31	eru	2023
Placida St/Dr	2006-2007	1,762,981	18.60	155,000	2,883,000	144,150	70.11	eru	2025
Punta Gorda N-Urb St/Dr	2016-2019	888,527	79.80	155,000	12,369,000	618,450	85.46	eru	2029
Rotonda Heights St/Dr	2018	2,408,912	17.06	155,000	2,644,300	132,215	69.55	eru	2038
Rotonda Lakes St/Dr	2012	3,220,900	28.40	155,000	4,402,000	220,100	63.07	eru	2032
Rotonda Meadows & Villas St/Dr	2017	3,478,737	56.50	155,000	8,757,500	437,875	81.38	eru	2024/2037
Rotonda Sands North St/Dr	2012	2,737,820	25.00	155,000	3,875,000	193,750	79.17	eru	2032
Rotonda West St/Dr- Maint	2004	1,284,165	81.80	155,000	12,679,000	633,950	71.15	eru	2025
South Burnt Store St/Dr-Maint	2005	1,815,190	22.17	155,000	3,436,350	171,818	75.74	eru	2024
South Gulf Cove N-Urb Ph 2-5	2003-2007	8,030,017	100.70	155,000	15,608,500	780,425	53.24	eru	2025-2027
South Gulf Cove Ph 1 Area	2019	1,436,553	46.60	155,000	7,223,000	361,150	0.00	eru	2039
South PG Heights St/Dr-Maint	2018-2020	394,551	9.70	155,000	1,503,500	75,175	82.80	eru	2039
South PG Heights East St/Dr-Maint	2006	427,661	5.87	155,000	909,850	45,493	75.59	eru	2026
South PG Heights West St/Dr-Maint	2018-2020	610,473	11.20	155,000	1,736,000	86,800	79.26	eru	2039
Suncoast Blvd St/Dr	2019-2020	126,765	0.76	155,000	117,800	5,890	19.25	eru	2039
Town Estates St/Dr	2012	497,054	6.10	155,000	945,500	47,275	70.80	eru	2032
Tropical Gulf Acres St/Dr-Maint	2012-2014*	2,700,397	33.90	155,000	5,254,500	262,725	32.50	eru	2033

Note: Today's Cost reflects what it would cost to pave today, not any time in the future, and is the estimate for asphalt only and excludes base repair. No incidental costs are included.