MINUTES OF MEETING
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, June 12, 2014, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum were:

Mike Hendershot	Chairman
Doug Ballinger	Assistant Secretary
Burnett Donoho	Assistant Secretary
David Herring	Assistant Secretary
Alan Refkin	Assistant Secretary

Also present were:

James Ward	District Manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer
Paul Cusmano	Calvin Giordano & Associates
George Keller	Calvin Giordano & Associates

Audience present:

Mike Elgin	Miromar Development Corporation
Mike Fabian	Miromar Development - Property Manager

FIRST ORDER OF BUSINESS — Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m. and the record reflected all members of the Board were present at roll call with the exception of Supervisor Donoho.

SECOND ORDER OF BUSINESS — Consideration of Minutes

a. May 8, 2014, Regular Meeting

Mr. Hendershot indicated a change on page 13, in the second to last paragraph; the wording should be "Lake Use Committee" not "Land Use Committee".

On MOTION by Mr. Refkin and seconded by Mr. Ballinger, with all in favor of approving the May 8, 2014, Regular Meeting minutes as amended.

THIRD ORDER OF BUSINESS **Fiscal Year (FY) 2015 Budget – continued comment/discussion**

Mr. Ward stated the item was the continued discussion of the FY 2015 Budget. He hoped the previous meeting's minutes were comprehensive, as they were very detailed. As an overview, the District's public hearing was scheduled for September 2014, and the Board needed to be finished with its budget discussions by the next Board meeting, to ensure the TRIM notices were available. He indicated the District was at its cap rate, so he did not foresee any changes happening in that arena.

Mr. Hendershot referred to page five of the Budget, asking if the irrigation water fee shown was paid to the developer, and was this the money the developer was trying to give back to the District.

Mr. Urbancic stated Tropical Water Supply was the company's name.

Mr. Ward affirmed the water fee was paid to Tropical Water Supply.

Mr. Hendershot inquired if there was a feel for how much of the lake bank maintenance could be attributed to the golf course.

Mr. Cusmano sought clarification if the question pertained to what portion the golf course had to maintain.

Mr. Hendershot commented page five of the Budget showed lake bank maintenance costs that involved various tasks, such as removal of bulrushes from golf course lakes. He wondered if this was the only water quality testing related to the golf course.

Mr. Ward clarified, in general, the two highlighted items were not a part of the District's assessments; he left them in for purposes of highlighting at present.

Mr. Hendershot asked if any Board members had an opinion about whether the District could segregate as many costs related to the golf course as possible, in the event there was a need to do a direct assessment.

Dr. Herring remarked, on the matter of the golf course, even though individual residents were members of the golf course, it was the developer and not the individuals who owned the golf course, It would be difficult assess people because they were members.

Mr. Hendershot clarified he was not speaking about assessing the members.

Dr. Herring stated that would be a developer assessment.

Mr. Hendershot concurred.

Mr. Ballinger wished to know which entity was responsible for maintaining the water in the lake, etc., as he recalled someone saying it was the CDD's responsibility.

Mr. Ward clarified that the District's responsibility was to maintain the water management system, as nobody really owned the water. The District either had fee title to the underlying lake or easements. He noted the water management system included the water in all the lakes, irrespective of where they were located in the District.

Mr. Ballinger understood this meant all the ponds in neighborhoods, etc.

Mr. Ward affirmed this to be the case.

Mr. Ballinger wondered if the District was responsible for shorelines.

Mr. Ward thought, to some extent, the District was responsible, but he did not remember it being consistent in this project.

Mr. Ballinger believed there had been a discussion between Miromar and the Rutenberg representatives.

Mr. Refkin wished to provide some clarification, stating the Siena side of the pond, on the side he used to live on. Mr. Ballinger and he looked at the area, as someone had complained, and while he lived there, it seemed the water had receded more and the bank deteriorated more, to the point where large drainage pipes were visible, and it looked beyond terrible. The water was about five feet from the bank, so he questioned if the CDD's responsibility begin five feet from where the water level was, as the latter changed during rainy season. Thus, he wished to know where the CDD's responsible began, and what were the developer and the homeowners' responsibilities, so the Board could respond accurately when questioned by residents.

Mr. Elgin said the lake banks had aged in the District, and many of the neighborhoods were over ten years old, and most of the lake banks had gone relatively unmaintained, unless some action was taken by an individual homeowner. He thought an

interpretation of who was responsible was needed, and a long-term program or at least an educational piece should be done, whether it was from the Master Association, the CDD or other involved entities. It needed to be sent out, so all concerned parties understood. Mr. Krebs and he met on a number of occasions with residents, and their definition was simple.

The CDD was responsible from control elevation down, and this meant, in his opinion and interpretation, the CDD's control elevation was at 18 feet when the water met the shoreline at that particular point. This should coincide with the property boundary to the rear of each lot, as each lot line was developed based on the control elevation, as the lakes were constructed and dug. He noted what was conveyed to the CDD from the developer was that line, that was the legal description, 18 feet and down. From the 18-foot line upwards, this was called the 20-foot lake maintenance easement that allowed the District to negotiate the lakes to spray exotics, etc., and this meant the District had access easement rights but did not mean the District owned or was responsible for it.

Therefore, anything from control upwards was the homeowners' responsibility. If ten feet of the shoreline of a homeowner's lot was eroded upward, addressing the issue was the homeowner's responsibility. He opined, in the Sienna example, if the runoff from the roofs and the pipes installed from the downspouts were blowing the lake back out, it did not matter if it was being blown out below control or not, it was their responsibility. There was a catch 22, whereby, as the water level rose and fell, sediment was eroded from the shorelines, and the question was which entity/party was responsible for erosion, upwards or downwards, based on that scenario. He said if the previously mentioned interpretation of above and below applied, there should be a joint effort to rectify the situation.

Such issues, as Sienna and Monte Lago where the lake bank situation was almost a health/safety/welfare issue, and as the District's lawn maintenance contractor was on a severe slope or cliff, this created an issue, and the responsible party/entity should be identified.

Mr. Hendershot asked if the four to one was a Lee County code requirement; that is, for every four feet out, it was allowed to drop one foot.

Mr. Elgin answered correct, the Lee County code changed to a six to one slope, and he had some grandfathered in ability with some of his new developments to remain as four to one. Currently, their permitted slopes were a maximum four to one slopes.

Mr. Refkin inquired if a homeowner could bring in dirt and stone less than two inches in diameter, for example, to prevent erosion.

Mr. Elgin affirmed the homeowner could come up with a program and present it to the approval entity, whether that was the CDD or the HOA.

Mr. Krebs commented if the homeowner wanted to put stones, etc. in the lake bank, that probably had to go before the County.

Mr. Refkin thought if it were just dirt, it was likely that only the developer's permission was needed.

Mr. Krebs mentioned in another CDD at which they were going through a similar process of correcting erosion, that district intended to install geotube socks. The existing material was pumped out of the lake to fill permeable sock that ran a certain distance and left to dry, after which the socks were cut, the dried material raked and spread, and sod was relayed to restore the shoreline. He noted the same thing was done for below control to address the build of silt.

Mr. Refkin thought the lake they looked at contained a lot of algae around the banks and in the water, along with bulrushes and shore erosion, so there was no enjoyment of that lake.

Mr. Hendershot asked if the grass carp ate the bulrushes and the algae.

Mr. Ward believed they ate algae, but he was unsure about the bulrushes.

Dr. Herring questioned where the 18 number came from.

Mr. Krebs replied 18 was an elevation established by the South Florida Water Management permit that stated during a normal time of the year, whether it was the rainy or dry season, the average wet season water table elevation was 18 feet in the lakes.

Mr. Hendersthot queried if this all applied to the weir height.

Mr. Krebs responded they tried to limit the amount of water that discharged from the site above that elevation, so the weir crest would be at 18 feet and, as it rose, it was allowed so many cubic feet per second to leave the site. Everything that was east of Ben Hill Griffin Parkway was at 18 feet, and then on the west side of Ben Hill Griffin Parkway, it was at a different elevation, as those lakes cascaded all the way south to lake three.

Mr. Elgin affirmed it was the number six green.

Mr. Elgin stated it then discharged to I-75, where it was 18 feet above sea level.

Dr. Herring asked how that would be measured on the lake.

Mr. Krebs responded in the same way it would be measured at a residential property, for which there were benchmarks set up by a surveyor set into the national and geo vertical data. The benchmark would be established and then the 18 feet determined from that point down to the lake. Every single-family house should have an iron rod set somewhere, and it could be found with a metal detector.

Mr. Elgin commented there were a number of staff gauges in the lakes that would give the exact height of the water currently; for example, there was one under the bridge going to the peninsula, and all the recreational lakes were set at the same elevation. There was one at the beach club on the pier, but that one moved around a bit, as it was on a wooden structure as opposed to a concrete structure.

Mr. Ballinger felt it was important to lay definitive boundaries of responsibilities, and in Sienna's or Monte Lago's case, as a fee simple lot, each homeowner was responsible for their boundary from left to right. They could correct any erosion issues themselves or the community could take it on as an association process, determine the damage and cost and do a project with recommendations from an engineer or someone with shoreline stabilization experience, and assess the homeowners and make the correction to everyone's property at the same time.

Mr. Elgin thought the District should have a definitive position on such issues.

Mr. Refkin sought confirmation they could not take a look at the algae, as this was the District's responsibility.

Mr. Elgin replied addressing algae warranted a direct request for Lake Masters to chemically treat the algae; this was a simple task that should be a part of their contract.

Mr. Cusmano commented they sprayed the lake areas three months ago, and staff and he were out in areas of the District earlier in the day, and he knew in some of the areas algae was coming back up again. He went around the lake areas with Ken and took care of everything on the other side of Ben Hill Griffin Parkway, and they saw other issues. They did a quarterly drive through, and after the meeting, he would be going back out. During summer, the algae built faster, so they sprayed the lakes, but it was something they had to stay on top of.

Mr. Hendershot asked if after the 18-foot level, the CDD only had an easement right for lake maintenance that extended 20 feet above.

Mr. Elgin answered right.

Mr. Hendershot recalled it used to be five feet above the 18 feet for which the District was responsible, wondering if this was no longer true.

Mr. Krebs answered no, explaining that the 20 feet was an access or lake maintenance easement, and it was part of the District's rights to maintain the lakes. The District was neither responsible for nor owned the shoreline or the underlying property.

Mr. Hendershot asked if their was anything else on the budget?

Mr. Ward responded that he did not.

FOURTH ORDER OF BUSINESS Staff Reports

a. Attorney

Mr. Urbancic stated there were two things he wished to bring to the Board's attention: the golf course and the Alico West property, now Center Place. He had been in some of the discussions regarding what was happening at Center Place, and engineers, such as Mr. Krebs, had been involved in the matter a little longer than he had. There was a potential impact to the District's storm water management system by virtue of those developers getting their permits through the South Florida Water Management District (SFWMD) and the County.

Mr. Krebs affirmed there was a meeting with SFWMD about two weeks prior at which Mr. Urbancic, Mr. Elgin and other engineers were present, and they sat down with the staff in charge of reviewing the Center Place application. They went through some of the concerns District staff had with what was being proposed, as they found the application wanting due to a lack of information to determine what was truly happening. He noted there had been questions and concerns on how the applicant would propose and maintain some of the infrastructure in the contract, so the documents were sent back with a request for more information. At the meeting, there were discussions on how the applicant would build lakes and deal with the fines, and the plan appeared to be that they would relocate the lakes out of the fines, but the application might not have been resubmitted with that

information. This was just correspondence District staff received back and forth with the applicant.

There were other concerns regarding the increased discharge into the recreational lake. At the meeting, it was explained to the applicant that when Alico owned the property and the two lakes were combined, the District submitted an application to SFWMD for that property to limit the discharge rate to what everybody else in the Estero River basin would be held to. They would not be treated as a portion of MIromar that could discharge freely into the recreational lakes without restriction, where the control structure, the concrete weir, controlled it for all the land within Miromar Lakes at the same discharge rate. Mr. Krebs indicated the applicant was told that was not how it was originally set up, and the District had concerns with their being able to discharge that much water into the lake and not adversely affecting the District's system and the homeowners.

District staff felt the information the applicant submitted seemed contradictory, as they were putting more water in, reducing the amount of discharge out of the District's system, possibly lowering or barely raising the elevation. In essence, the information failed to make sense, as it seemed to be putting more water in, and putting less water out, and barely affecting the elevation of the lake, and the SFWMD staff agreed with District staff. They too wanted more information on how the applicant's storm water model was set up. He mentioned they went over other topics all related to how the development of the Center Place property was going to be handled, the information provided, and what they would do to ensure their development would not adversely affect the District.

Mr. Krebs stated the District signed up as an interested party to the permit, so he would be notified whenever information was submitted, so District staff could pull up the documents to find out what the responses were, so more questions could be addressed to staff. He said they went as far as to say that if the applicant wanted to change the way the permit was currently written with them having a limited discharge, it should be almost a requirement from staff to make sure that everybody affected by the permit was informed, and all the landowners on the lake had to be a co-applicant. This would include the University, Miromar Lakes, Miromar Lakes LLC, the CDD and all the various homeowners' associations, as they all had an interest in that lake, and anything the applicant did could adversely affect the District.

Mr. Hendershot asked if the applicant had to change the zoning.

Mr. Krebs replied Gin was still developing under the Ag, but they were within the DRGR or designated groundwater recharge zone for the county. He believed when they did the comp plan, they pulled it out of the DRGR and went through a rezoning process away from what was originally Ag lands, as he thought Gin was developing it on the Ag rules. He did think the District's zoning was DRGR, but the District was in a portion of the County that had original restrictions to it.

Mr. Hendershot thought there was an average of one house per so much land.

Mr. Elgin stated DRGR was one per ten acres.

Mr. Krebs commented this was under the District's Land Use Comp Plan not its zoning.

Mr. Elgin clarified in 2009, there was comprehensive plan done to remove that parcel from DRGR, one per ten, and inserted into the university community, and Miromar Lakes fell into the university community land use category. This came with many policies and plans on how to develop and support the university, etc. At that time, when county staff did this, there were numerous conditions and policies associated with that property, specifically, they were required to do a compact community's design there. He said they had a comp plan over there that was amended to change the land use category they were in in 2009; they did not have zoning entitlements there.

He noted, as part of the process, on July 23, the applicant was to go before the hearing examiner at the county, where their case would be heard based on the county staff report, and them trying to gain zoning for their entitlements that were provided to them under the Comp Plan. Center Place submitted an application to SFWMD to run concurrently with their zoning, and they submitted an application to the Army Corps of Engineers. He remarked property owners located within the applicable notice distances should have received notices independently at their homes regarding those applications, but not all Miromar Lakes residents fell within the required 500 foot of adjacent property owners' regulation.

Mr. Hendershot commented the environmental arguments or bridges had already been crossed.

Mr. Krebs explained the Comp Plan was the underlying land use, and that gave a broad interpretation of allowable uses, and the applicant changed that to get out of the DRGR, and that affected the density. They were now going through a rezoning of the property to take it from Agriculture land to the compact communities, hence the need for a public hearing.

Mr. Elgin stated from the CDD's perspective, the most impactful factor was the District's being responsible for the water management system. The operation and the permits had been transferred into the CDD's name as the operator, and when the project was complete, it would go from a construction permit with the SFWMD to an operational permit, and the District was the entity put in place in perpetuity to deal with the system. He noted the SFWMD component was the most impactful to the CDD's areas of responsibility. The developer was clearly impacted by factors on the abovementioned application, which they were keeping track of, and the CDD should be an interested party. When they went to the public hearing, experts from Miromar developments, Miromar LLC's perspective who would speak on concerns, and the CDD was encouraged to be part of the interested parties and have the District counsel speak on behalf of the CDD.

Miromar was not opposed to the application, but they believed that it was important that the application was properly conditioned to minimize or mitigate any possible impacts, such as water quality issues. Such issues affected the storm water management system, as when the developer brought the north lake into their system that was owned by the adjacent landowner, they permitted the area with Alico as the co-applicant. Mr. Krebs set up criteria in modeling that demonstrated how the system would work, and that the current applicant submitted was different from what Mr. Krebs set up for the basins that served both property owners. For this reason, he recommended the District needed to be an interested party.

Dr. Herring asked if the topic of discussion was something he read in the previous month's minutes, where MIromar would pay for CDD representatives to attend the meeting.

Mr. Ward answered, yes, as the developer was paying the costs of the professionals necessary to represent the CDD, and the current discussion was an update on where the matters were in that process.

Mr. Urbancic stated the District would formalize the arrangement with a side letter of agreement with the developer.

Dr. Herring sought clarification the District was concerned with the grading of the applicant's planned development, and/or the lakes they might put in affecting the District's lake.

Mr. Krebs replied this was not the case. At present, the water that fell in the subject area was partially absorbed by the ground, and some ran off into the adjacent lakes at a rate the District was used to. When the applicant did the proposed development, the majority of that developable land would become impervious, so there would be a quicker runoff rate. When Alico owned the Center Place land and the agreement was worked out with the District some five or six years prior, the area was set up as if it were any other development in the county. That is, it was set up with a certain discharge rate, according to the rules governing the Estero River drainage basin, which the District was a part of.

The applicant was now trying to alter the permits and conditions set up when Alico owned the property to mimic what the District was allowed to do, as it owned the control structures. Everything in the District's system ran into one of its interior lakes, where the water quality was treated and discharged into the main recreational lake. As the District could not retroactively change what was already constructed, the District's areas were grandfathered in, and Alico agreed to restrict the water as if it were any other basin, so the District could set up a known discharge rate coming into its system. Mr. Krebs said, otherwise, any type of development was possible: Ag land, single-family residential, high-density commercial, industrial, etc., and every type would have a different rate of discharge.

In order to protect the District's assets, certain rules were developed, but they did not fit with the high-density compact community the subject applicant planned, as it would take away from their developable land. They realized they could not build a lake in those fines, as they were not stable. He recalled in the meeting someone commented that they had to be made out of concrete and that would take away water quality, as there could be no infiltration or percolation. Dan Waters, in the meeting, took that to heart, but he had the ability to recommend approval of the system the way the applicant wanted it permitted, which meant it would go before the board in West Palm Beach. This might be a time for the District to stand up as an interested party and object to that permit.

Dr. Herring commented the applicant wanted to change the permeability of the land, so the water would run off at a different rate than the District wished.

Mr. Krebs answered right, and that could bring additional turbidity, fines, and reduce water quality on the lake.

Mr. Hendershot asked, since they were given access to that Lake Majore, was there any chance that the District could interconnect all lakes and so benefit from the applicant's lakes, as well as giving them access to the District's lakes.

Mr. Krebs replied that was not a part of the application going in, as Center Place ended at the FP&L easement, so everything east of that area was not a part of the ERP application that would discharge into the subject lake.

Mr. Hendershot wished to confirm that the lake was included in the applicant's development.

Mr. Krebs affirmed the north lake that was connected to the District's lake was included. There were multiple lakes located east of the FP&L easement, but none were included in the Center Place application. He noted it would be a stretch for SFWMD to authorize 1,000 plus acres east of the FP&L easement to connect to the District's 1,000 plus acres, and having one or multiple discharge points.

Mr. Ballinger asked if the recreational use and how it was affected by the subject project would be something that should be brought up by an entity other than the CDD. When they were at the voters' meeting, Dan Fields on the Lake Use Committee was present, and said one of the first things he saw on the projected image of the plans was boat docks coming out. Mr. Fields believed the existing slalom course would either have to be moved or eliminated to accommodate the boat slips and suggested the District throw in an obstacle to keep the applicant from putting in the docks.

Mr. Hendershot wondered if the original limit on boat docks in Miromar had anything to do with protecting the water quality and/or other environmental concerns.

Mr. Elgin said this was a different entity, and though the CDD could object to additional issues pertaining to water management, etc., these would be important points for the Master Association and the Developer to make in their representations.

Mr. Ballinger felt the Lake Use Committee should be aware of the upcoming hearing and attend.

Mr. Elgin noted this was a function of the Master Association. As an aside, he would be reaching out to additional interested parties for another meeting on that application that

was not CDD related within the next few weeks. To the extent that one was an interested party as a resident, he championed the cause and circulation of the information accordingly.

Mr. Refkin questioned if the Board had to authorize Mr. Urbancic to represent the CDD at the on July 23 hearing.

Mr. Ward indicated the authorization had already been issued.

Mr. Urbancic stated the second item had been brought up at a previous meeting, whereby, there were easements that the County wanted to cross that were part of the golf course, and this would affect the CDD.

Mr. Krebs said he had yet to receive an update on that matter.

Mr. Elgin commented the golf course easements affected both the MIromar Lakes Golf Club LLC and the CDD based on that project. They had some motion with the County moving forward with the directional drill under the golf course; there were no impacts to the golf course. Historically, it was necessary to put a fairly sizable force main through an easement across the golf course from the Three Oaks Plant on the other side of I-75 over to a connection point at Ben Hill Griffin Parkway, almost adjacent to FGCU Lakes Parkway North, the north entrance to the university.

In order to do that, the developer was negotiating with the County on timing, as well as the process they would use, and there were a number of options, one of which was the open cut. That is, they would exercise their rights to the easement, and open cut the golf course to install the main. He indicated that through some negotiations and meetings with the county, they came full circle to the directional drill option. However, when the main came under the golf course at approximately where the dumpsters were for the golf club, they had to move, due to the congestion at that intersection where traffic lights were located. They had to take the line that popped out of the ground and run it to the south to connect to the main lines.

Mr. Elgin said there were a number of easements required, as this went outside the box if the existing easement, and it crossed Miromar Lakes property or golf club property, and just by nature of the CDD owning and being entitled to the berm impacted a portion of the CDD property.

Mr. Ward said the record will reflect that Supervisor Donoho joined the meeting.

Mr. Elgin said the easement was continuous to a portion of property owned by Miromar, a small puzzle piece that connected.

Mr. Hendershot observed on the current year's budget it appeared they approved funds for the new pumping station on Alico.

Mr. Elgin believed funds were approved only for the design of that project.

Mr. Hendershot wondered if running many more pipes would have an impact.

Mr. Elgin replied that was a separately designed Lee County utility project, and there could be impacts, but it was still in its infantile stage, so he would not lump that project into the present discussion.

Mr. Urbancic sought clarification the county needed the District to allow an easement for the small portion that crossed CDD property.

Mr. Elgin stated that was correct.

Mr. Urbancic inquired if the county would come up with their form, as he received the form the developer was working on from Mr. Elgin that they would begin with.

Mr. Elgin concurred they had a form of easement agreement that was sent to the developer, a boilerplate from Lee County Utility that the Miromar attorney was working on, and that had been provided to CDD counsel so both entities' counsel could devise accommodating easement language that satisfied both properties. Lee County Utility boilerplate form was not always in everybody's best interest, and every easement did not fit everybody's situation. The stage at which the developer was at in the project made it appropriate to give staff some direction to continue to work on those easements.

Their challenge was, due to some of the delays in how the project was going to be done, the county asked for some quick turnarounds, and they needed to secure the easement before releasing the engineer to continue the design. The project had been scheduled for construction in summer 2014, but it was rescheduled for construction in summer 2015. The project would be designed to coincide with golf course closures, etc. though it was not as impactful, and the CDD would have to work with staff during the District's summer hiatus.

Mr. Donoho mentioned Mr. Ballinger and he were at the voters' meeting about a week ago, and the presentation Mr. Elgin made at that meeting should have been made at the present Board meeting, as it was very clear on what the development of the Alico

property would be like. To date, the Board had to use its imagination at meetings, but the presentation at the voters' meeting was terrific; despite the verbal versions at previous Board meetings, a picture was worth a thousand words.

Mr. Hendershot asked if the developer was willing to present photos, drawings, etc. to the Board, as the Board would even be willing to hold a special meeting for that purpose.

Mr. Elgin reiterated the County meeting was on July 23 and felt sure he could make a similar presentation at the Board's July 10 meeting. The challenge with the subject project was education and information, and everything that had been presented was a matter of public record, and at any point in time the application could be reviewed with County staff by the residents and the professionals. He had been following the process for some time from a variety of angles, so he admitted to knowing more of the matter.

Mr. Ward stated the presentation could be made at the July 10 meeting, as he had nothing scheduled for the July 10 Board meeting agenda other than continuing our budget discussion , if needed.

Mr. Elgin commented if all CDD Board members that were residents wished to participate in his next resident meeting that would precede the July 10 Board meeting, they were welcome to attend.

Dr. Herring inquired as to what voters' meeting was Mr. Donoho referring.

Mr. Donoho replied the voters' representative.

Mr. Hendershot stated voters' representatives for the homeowners' associations (HOA).

Mr. Donoho added in each community there was a voter representative.

Dr. Herring asked if only voters' representatives were allowed to attend such meetings.

A male speaker answered no.

Mr. Donoho stated voters' representatives and their alternates could attend; that is, up to two persons from each community, the representative and the alternate.

Mr. Ward noted he would schedule Mr. Elgin's presentation for the July 10 Board meeting, and Mr. Elgin could send him a copy of the presentation, so he could print the PDF and include it in the Board's agenda packet. If Board members wished to attend the

meeting prior to their July 10 meeting, Mr. Elgin could send him the information and he would send it to the Board members.

b. Engineer

See above for discussion.

c. Asset Manager

Mr. Cusmano mentioned the map contained in his report in the backup showed that the treatment for white fly was done, and that activated the District's warranty.

Mr. Hendershot wished to confirm it was just the treatment and not the cutting of the hedges.

Mr. Cusmano answered the hedges were cut under the regular terms of their contract, but the treatment for white fly was done on the hedges, the trees and the coconut palms, as shown on the highlighted areas on the map. On the dates that the treatments were administered, he was present and witnessed them, so the District should have no white fly issues. He checked on them quarterly, going around the District with Estate, as well as for lake maintenance, and he would monitor how effective the treatment was.

Dr. Herring asked if Estate handled areas that were maintained by the developer.

Mr. Cusmano answered no, though he believed Estate did some work for the developer.

Mr. Elgin affirmed Estate did some work for Miromar, but the developer had a drench program, not a spray program, and their coconut palms and palm injections were done by an outsourced contractor.

Dr. Herring wanted to make sure the treatment Estate was doing was done in coordination with the developer to prevent one areas being treated, while another was not.

Mr. Cusmano explained the developer had been treating their plants for white fly before the District began its treatment, and he thought they treated part of the section about two months ago, so the District's treatments were right behind the developer's efforts. He went around the District looking at the ponds, and he would place the information, along with photographs in another report; he examined the erosion and other areas of concern, some of which the Board brought up. They would put together a program for the District and figure out how to represent it to the HOAs, as discussed at previous Board meetings.

Mr. Hendershot recalled the District had no liability for the erosion.

Mr. Cusmano concurred, but there were some areas that were affected; for example, one was washing down into an area that was the District's drainage, and it would soon begin blocking an outfall, so the issue had to be corrected. He was still looking at the area to see if it might pose a problem, taking steps to correct it before it did become a problem.

d. District Manager

I. Updated Board agenda schedule for balance of FY 2014

No discussion.

II. Financial statements for the period ending April 2014

Mr. Ward stated the District was right on track at the present time for FY 2014. The District was at 97 percent of collections, which was almost fully collected for the District's debt service and operations for the current fiscal year.

FIFTH ORDER OF BUSINESS **Supervisor's Requests/Audience Comments**

Dr. Herring thanked Mr. Cusmano for doing an outstanding job, as the District was so much better now than before in relation to whatever the District had to do.

Mr. Ward asked for audience comments.

Mr. Elgin introduced Mike Fabian, who was Miromar's new property manager, having joined their team two weeks ago, and Mr. Cusmano and Mr. Fabian met prior to the present meeting. He thought it was important for the asset manager for the District and the developer's onsite property manager to know each other. Mr. Fabian brought a higher level of service than some of the previous staff, and this was part of Miromar's efforts to provide a better level of service to its residents. He encouraged Mr. Cusmano to continue to coordinate with Mr. Fabian on various District matters, such as the lake banks, erosion, drainage, etc.

Mr. Cusmano affirmed he met Mr. Fabian and introduced him to Ken, the field representative for Lake Masters, and Mark of Estate, and email addresses were exchanged.

Dr. Herring asked about the April 2014 Financial Statement, noting some of the expenditures in April appeared to be significantly higher than in other months. For example, on page five, the Asset Management line item, wondering if this had to do with reports done

in April, where it showed $2,967, whereas other months showed $1,900. On page six, for Asset Management, it showed $5,700 versus $2,867.

Mr. Ward stated that a reclassification was done, so I ran the re-class though the current month, but there was nothing unusual.

Mr. Ballinger asked for clarification on what was the well system, as the Financial Statement showed it being 318 percent over budget on page six.

Mr. Ward stated it had to do with the wells the District had replaced, the cost to maintain them on a periodic basis.

Mr. Krebs added including the landscaped medians on Ben Hill Griffin Parkway.

Mr. Cusmano concurred, stating there had been repairs.

Mr. Hendershot felt this was an insignificant item when the District agreed to take it over, and it seemed to have grown in expense considerably, as it was now up to $316,000.

Mr. Ward clarified it was 316 percent over budget, the amount was not $316,000, and it had been a very tiny budget to begin with.

Mr. Cusmano commented it was a replacement not maintenance, which was a yearly contract that the District had to replace, and the Board approved the work some time ago. The Board would not see that expense again for at least another five to seven years.

Mr. Refkin wondered how the median was doing, as he recalled police cars and others parking there, asking if traffic going across the median still an issue.

Mr. Cusmano replied it was still an issue, and he called the fire and police departments, and the school and asked them not to park on the medians and the sidewalks in the area, particularly when the school had games, and he received a perfunctory yes. He spoke with the Public Works Director, as he noticed their trucks parked in the area, so workers could eat lunch in the shade; the Director spoke to his staff, so that activity should cease.

Mr. Refkin stated he was trying to determine feel how much it cost the District to rectify the effects of such activities.

Mr. Cusmano indicated if the Board looked at the additional irrigation repairs that came in on the line item, that was the cost. Time would tell how effective were his efforts to get the various parties to stop parking in the areas; if they continued their activity and it tore up the areas, the next step would be to approach them about paying for the damage.

Mr. Refkin asked if installing curbs was out of the question.

Mr. Cusmano responded that he spoke to representatives with both Public Works and the Florida Department of Transportation (FDOT), and though it was their road, they indicated they did not have it in their budget to do the work. As the installation of curbs prevented drivers caught speeding from pulling over, he believed the rule was curbs could not be installed on roadways where the speed limit was above 45 miles per hour. He was told if the District wished to pay for the installation of a curb right up next to the edge of the road, that would be acceptable. He instructed Estate to move their sprinklers back six inches from spots at which they were damaged, and to open the spray up wider. If a curb was installed, the District would have the expense of raising the sod, the irrigation, etc.

Mr. Hendershot asked if the District was still intending to look into ropical Water Supply.

Mr. Ward affirmed.

SIXTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Refkin, seconded by Dr. Heering, with all in favor of adjourning at 3:15 p.m.

James P. Ward, Secretary

Mike Hendershot, Chairman