

**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, August 20, 2015, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum were:

Doug Ballinger	Assistant Secretary
David Herring	Assistant Secretary
Alan Refkin	Assistant Secretary

Staff present:

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

Audience present:

Tim Byal	Miromar Development Corporation
Mark Geschwendt	Miromar Development Corporation

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m.. The record should reflect that all members of the Board were present with the exception of Supervisors Hendershot and Donoho.

SECOND ORDER OF BUSINESS

Consideration of Minutes

a. July 1, 2015, Regular Meeting

Mr. Ward stated you've all been previously distributed a copy. If there are any additions, corrections or deletions, it would be appropriate at this time to so indicate. Otherwise a motion for their approval would be in order.

On MOTION by Dr. Herring and seconded by Mr. Refkin, with all in favor of approving the July 1, 2015, Regular Meeting minutes as amended.

THIRD ORDER OF BUSINESS

Continued discussion of the Fiscal Year 2016 proposed budget.

Mr. Ward stated this is our last meeting before the public meeting in September, so this is just a continuation of the discussion we've had with respect to your Fiscal Year (FY) 2016 Budget. The only comment that I will make to you at this point is we had talked about making changes to the line items we had with respect to the litigation with Center Place. You know that's been resolved. We had budgeted \$350,000 in next year's budget for that. We have spent, to date, about \$150,000 as of the end of June. I suspect that number will be closer to the two, two and a quarter by the time we get the final billing in from both Charlie's officer and Greg's office, and Greenspoon Marder, our litigation counsel.

As a part of this settlement agreement, in addition to that expenditure, we will also be expending funds to put in a turbidity barrier as necessary, pursuant to the settlement agreement. We also will be negotiating a inter local agreement with Alico and the District to go forward on an operating basis. We will also need to deal with the letter that Alico had sent to the South Florida Water Management District (SFWMD) with respect to the permits that the District has, and we'll need to put in place whatever parameters that need to go in place to deal with any fixes required pursuant to those permits, which I understand will be minimal at this point. On a going-forward basis, we will clearly need to be able to put in place some procedures to monitor those permits on a regular basis.

My point in telling you all that is that I'm going to recommend to you that you keep in place the full \$350,000 going into next year's budget in order to deal with some of these unforeseen expenditures that we now have, as a result of the litigation we had with Center Place. With that, unless you have any further questions or comments with respect to your budget, we will certainly move forward to your public hearing. I will tell you that mailed notice also has gone out. I think I've gotten three phone calls out of 1,200 to 1,300 letters that were sent out in the mailed notices. Of the three, they all were change of address requests. I thought that was an interesting note out of 1,200 letters that's the only

comment that we've really had at this point. I suspect your public hearing will be light, at best.

Dr. Herring asked as people leaving Miromar or are they changing their addresses in Miromar?

Mr. Ward stated no. Because we pull our addresses from our Property Appraiser's rolls, they wanted to change that particular address that they have on file, and that was the change of address request, which we can't do anyway. But that was really the only question I've had so far. Unless you have any questions on your proposed budget, we can move on.

FOURTH ORDER OF BUSINESS

Consideration of Settlement Agreement related to the matter of Miromar Lakes Community Development District, Petitioner, vs. Alico West Fund, LLC, and South Florida Water Management District, Respondents; Case No. 15-1051, State of Florida, Division of Administrative Hearings.

Mr. Ward stated just for the record, we went into an emergency session on Monday morning at eight o'clock to consider the settlement agreement that we have put in front of you today. The Board, essentially, approved the settlement agreement. It was executed by your Chairman and by me, as your secretary, and the suit between Alico and the District and SFWMD has now ended, and is now subject to the provisions of the settlement agreement that you have in front of you. Because we were in emergency session on Monday, the law requires the Board to ratify the settlement agreement that you approved at your emergency meeting on Monday. Unless you have questions with respect to it, I'll ask for a motion to ratify the settlement agreement between the District and Alico West that you have in front of you.

On MOTION by Mr. Refkin and seconded by Dr. Herring, with all in favor of ratifying the Settlement Agreement related to the matter of Miromar Lakes Community Development District, Petitioner, vs. Alico West Fund, LLC, and South Florida Water Management District, Respondents; Case No. 15-1051, State of Florida, Division of Administrative Hearings.

FIFTH ORDER OF BUSINESS

Consideration of request by Miromar Development Corporation to transfer approximately 5,600 l.f. of existing lakeshore line located on the east side of Lake 1A back to the developer in exchange for a completed lake located in the Phase III Peninsula development.

Mr. Ward stated either Tim or Charlie, whoever would like to give the Board the background on the item, and the specific request, that would be appropriate, and then we'll open it up to any Board comment.

Mr. Byal stated Charlie can give you the details. The gist of what we're trying to always exchange for an equal or greater amount when we have these property requests, that the amount that we originally conveyed turned out to be something where we needed— in this case, it's on the development that we're doing going to the golf course. Charlie can show you, but basically a little sliver that bends out at the end in order to meet the setback requirements that we would need for the homes we're going to build there. In exchange for it is the lake in Salerno development.

Mr. Krebs stated it's out there in Phase III, I think it's lake 01. It's like I described before, it's a doughnut hole out there in the roadway to go down in that area near the arena. There's a road that goes straight. There's also – it makes a little eyebrow that connects with the homes. It's in that center island, about a half of an acre. If you look in the information I sent Jim, that's the legal description that describes throughout the 5,600 feet of shoreline that allows the proposed tract MM to be developed. I think it's a 140-foot lots, and there's a sketch in there that shows the location of it, and then another one that shows what the proposed development will be.

One of the things that they're proposing as a part of track MM is they're going to riprap that shoreline behind those homes, similar to what you see elsewhere within the community; one to help control erosion, and two to help move all that water. Instead of going into the lake from the rear, the way we have it set up is drain it towards the street. We can elevate that at a steeper slope, and then push that water towards the street. Then, as part of that, there's an existing lake maintenance easement, and the portion that is on the

rear of those lots that you can see in the exhibit, that's going to be vacated, or part of the request is that lake maintenance needs to be vacated.

Then the vacation will be recorded at the same time when the plat gets recorded, because the lake maintenance easement gets reestablished with the plat, so that it's now on the new rear lot line. It matches the 20-foot setback requirement that's in the existing zoning, so the lake maintenance easement and the 20-foot setback will be the same line, there won't be a confusion of where someone can develop to or not.

Mr. Refkin stated I think we have few comments.

Mr. Ballinger stated yes, I have a question. Am I missing something here? Where is the piece that we're swapping for?

Mr. Krebs stated I didn't include that piece.

Mr. Byal stated there's no picture, but there's a deed. What you have in the packet are the deeds. That would be an exchange of deeds for our sliver for their lake. There's just no separate sketch of the lake that's included, so that's the difference. Just because it's a platted tract, the lake is platted, that's why there's no sketch attached.

Dr. Herring asked what would have happened to that lake if there was no reason to swap it for this piece of land that they want? Would that lake have been maintained by the developer, or would we have eventually gotten jurisdiction over that lake? If we weren't swapping.

Mr. Krebs asked which lake?

Mr. Refkin stated the one we're swapping.

Dr. Herring stated the new one.

Mr. Krebs stated I would assume it would eventually come to the District on its own over here. I mean, as Jim said before, one of the main reasons for the CDD is to maintain that common infrastructure, so every time I have worked on a development within the community, I always recommend that the developer give that lake to the CDD at some point, so that there's a common maintenance, and a common control over the water management system.

Dr. Herring stated so we probably would have eventually gotten that lake anyhow?

Mr. Krebs stated I would guess yes.

Mr. Refkin stated Tim, maybe I can discuss it with you, if I can. First of all, there isn't a person on this Board, without exception, that doesn't feel that you're probably the most direct, honest, forthright and really a good person to deal with on Miromar's part. You give incredible credibility to the developer yourself. We cannot say that about everybody that we've dealt with here, but for you we can, so let me preface it with that. But my problem is, and I won't speak for the other members, is that this Board, the CDD is an afterthought on the part of the developer. This is my ninth year on this Board, so I think I've got a little bit of experience in elucidating this.

There is no part, since I've been on this Board, that the developer has taken the CDD into account, except when it finishes all its plans, it gets to the part of where it needs the CDD, it does whatever the heck it wants, and it comes here at the 11th hour and it says, hey guys, we need this. We really need this done now. We've got something sitting in your lake, our lake over there by the golf club, without anybody telling us, by the way. It's not your lake, it's the CDD's. We've got this, we planned it out, we put this in there, and this wasn't an overnight thing. We've gone through all this planning.

I'll remind everybody that the way we originally came to this was that we were sitting over at a Taste of Miromar, and residents came up and said, hey, by the way, you know they're filling in this lake. Well, they obviously weren't filling in the lake, but that's how we came to realize that there was project over there that obviously had been in planning for quite some time. Obviously, you knew what you needed from the CDD for quite some time, yet the CDD has never been part of your planning process, and that is not right, okay. And I'll go back to everything, from air conditioners, with you did a good job taking care of WCI and everything else.

The developer comes to this Board by exception, when it needs something, doesn't include us in the planning process, knows it's going to have to come here eventually, but comes here like today, saying, "Here guys, this is what we need." And you expect us to rubberstamp you and say, "No problem." But we're not a rubberstamp. We represent the residents here. We don't represent the developer whatsoever. We do what's best for the residents in this process. I really don't want to vote for this. I really don't want to say yes, and the reason I don't want to is because until the developer can show this Board member

that you're actively including the CDD in parts of the developer's process that affects the CDD.

By the CDD, I mean everybody in Miromar. I don't just mean me, I mean everybody in Miromar. Then I think it's a broken process between the developer and the CDD. I know you've been trying to get us closer and trying to do that, and you don't control the developer, I realize that. That's not your job, it's not your function, you don't control it, so I'm not hanging this on you. But for the developer, per say, we no longer just want to be, basically, taken for granted, we're definitely not a rubberstamp, and we definitely want to be included day uno in the process over here, so that we can give our input, and we're constructively, not destructively with the developer, and doing what's best for the community and the people in Miromar.

This is just another example of exactly what we were talking about before, and I'm not even addressing getting sucked into this suit. I'm not even going there.

Dr. Herring stated I'll do that.

Mr. Byal stated I understand and I hear your concern, and it was brought previously. We're trying to improve. When I came to the last meeting and the meeting before, I've been trying to provide at least what I can as a heads up. While the documentation came at the 11th hour, like it always does, the concept was something that we reviewed with you at the last Board meeting.

Mr. Refkin stated not the swap.

Dr. Herring asked can I speak now?

Mr. Refkin stated yes, please.

Dr. Herring stated we're just going to talking about this one piece of property that you're talking about. Yes, it's been presented before. It kind of bothered me going over there the other day to see structures already in that lake, well into our part of the lake without ever anybody asking us if it could be there. That's number one. Number two, what wasn't discussed was the fact that it's been presented as if you're giving us a lake in return for \$10 and 5,000 square feet of land. The lake that you're giving us, we probably would have gotten anyhow, so the carrot is really not a carrot, and the \$10 fee for that piece of land, when we talk about the history of that lake, is kind of an insult, really.

That lake was purchased by the CDD from the developer as part of one of the \$20 million bonds that we approved, so we paid a lot of money, the residents paid a lot of money to have control over that lake. That's the part that's really being presented in the 11th hour. Giving us a lake that we would have gotten anyhow, and wanting to pay \$10 for a 5,000 square foot piece.

Mr. Byal stated I understand, but the same way that the acquisition process happened earlier in the District process, when the District had bond funds available, the bond funds were originally to provide for all the infrastructure within the community. Each of the amounts were determined by some entity, as to what the fair value of each of those transfers. The bond cease to exist, the funding, so under the original scenario, just like that lake, the CDD would have purchased that lake, had the capability to acquire that lake. So there's no difference between the acquisition of the lake in the golf course, and the acquisition of the lake in the peninsula.

What we've done, as the developer, instead of further burdening the District with another bond offering and increasing the debt service, the developer is funding all development exercises, and conveying it without payment to the District. I think we need to have that historical understanding of, in one case, you paid for it, in the other case, you get it for free. That's only because the District or the developer chose to not bond finance, not only the peninsula infrastructure, but all of the remaining infrastructure that will occur in the resort village. There will be no more bond financing, which could happen, in order to be able to finance that, because the bond funds have long been utilized.

Mr. Refkin stated but we still have to maintain it.

Mr. Byal stated let me just jump in. Don't be confused by the \$10. This is just a legal fiction, the \$10. The consideration is the swap of property. The \$10 is just something we plug in as lawyers, because in the old days and back in the 1700, 1800s, they used to pass sticks and pieces of sod. We put \$10 just to fill the statutory requirement.

Dr. Herring asked but what if, as lawyers you put in there, in consideration of \$350,000, this Board had to spend or the residents had to spend for a lawsuit that we were dragged into, expecting for those legal fees to be handled by the developer. I mean if you can put the \$10, you could do something like that, right?

Mr. Urbancic stated you could. If it were your house, and you were selling for that, you could insert the consideration, sure.

Dr. Herring stated and going back to the lake, number one, this is the first information we've had about the lake swap in return for that piece of property. Number two, we weren't given an opportunity to decide whether or not we want that lake, whether we want to swap that lake for these 5,000 square feet. What would happen if we decided we didn't want that lake?

Mr. Urbancic stated we wouldn't do the conveyance. The transaction wouldn't happen, we'd both have to live where the shoreline was today on that particular spot until we agree transfer it over to them.

Dr. Herring stated right. I think what Alan is saying, and I believe you were head supervisor of this Board, president, whatever you want to call it. When Miromar put those lights in on the road leading back to FGCU, and once they were already in, and the electrical service that was needed to be put there, they came to us and said, "We want you to approve it." Well, it was already done. What were we going to do, not approve it and rip those things out?" And you remember what I said then, "I'm not going to rubberstamp anything that comes here at the 11th hour and says: you need to do that.

Mr. Byal stated what I couldn't convey, and Charlie can attest. We knew the concept of the swap, just so we're clear. In essence, this is a public entity. There has to be a fair value consideration. We're trying to make sure that the District maintains its integrity in those things, so any time when we have these, we call it a scrivener error. In a lot of the things that we do, if there is a small adjustment that needs to be done, instead of just assuming that we'll just make the adjustment, and you'll approve the adjustment, we go and get a corresponding piece of future change.

Hence, for right or wrong, we're just trying to keep all of the books and records accurate. It's not an attempt to say that one piece of asset has value. In general, this is just a scrivener's error when you look at the amount of property adjustment that's being asked for, we're just trying to make sure that we provide fair adjustment. So did I know that that particular lake was what these guys would come up with as the exchange for that? No. But I did inform you that we were going to have to do some modifications to that shoreline, and we would be coming back to you as the District.

Mr. Refkin stated but let's not miss the point here. We're micro focusing, okay. The point is, and I know if Dave shares this viewpoint, and I think Doug might also. I don't want to speak for Doug, but I'm tired of Miromar excluding this Board from its planning processes. Unless you can assure me, as a Board member, that that's changed this instant, right now, I'm not voting for this. I'm not voting for this today or ever.

Mr. Byal stated I need a better understanding of what you want.

Mr. Refkin stated let's talk about this. I mean I can only talk by examples. For example, this planning process you went through to get to this stage of where you were at that golf course, it was an ongoing and significant thing. I can only assume that you have other planning processes that you're going through that affects Miromar that has some kind of impact on the CDD one way or another, simply because we're pretty much bound at the hip, okay. So, that being the case, I don't know diddly squat about what you're doing or what kind of impact can affect the CDD going forward.

All I know is that Miromar consistently comes to the CDD when something is either a fait accompli or just like this.

Mr. Byal stated and your point is well taken.

Mr. Refkin stated and unless you can assure me, and unless I can get some assurances, I'm not voting for this.

Mr. Byal stated and I'll be glad to make that assurance. I want to make sure though that what is the process by which we would accomplish that? Sometimes it's not a desire to exclude you. What is the venue when these happen periodically and these things happen?

Dr. Herring asked you're not taking this personally, I hope?

Mr. Byal stated no, no, no.

Dr. Herring stated okay, fine. Let's solve the problem here.

Mr. Byal stated I'm looking for the solution for the problem.

Mr. Krebs stated I think step one was, I think if we'd done a better job of getting things on the agenda, so they don't show up at the meeting.

Mr. Refkin stated but ahead of time, not the day of the approval, not the day of approval.

Mr. Byal stated right, and so before they get it even to this stage, I mean is there a designated portion of every CDD meeting where there's just a discussion of ongoing –

Mr. Refkin stated you can send us stuff.

Mr. Ward stated I think the answer to the question is, and your example is a good one. Whatever this development plan is, we can bring this to the Board. What we can do is have you come to the Board at the point that you have an idea of what it if you're going to do, show them the plan.

Mr. Byal stated which I did at the last Board meeting.

Mr. Ward stated yes, but I think Alan's point was that it was done to late.

Dr. Herring stated you guys knew that you were going to do this.

Mr. Byal stated I provided you with every bit of information at that time. Charlie was trying to work through this.

Mr. Refkin stated yes, that you had, that you had, but you can't tell me that these guys weren't looking at-

Mr. Byal stated no, trust me, I know all the information.

Mr. Refkin asked so they just had an epiphany, over there that they're going to develop, that area by the golf course, and you need an extra bit of land, there's just an epiphany 60 days ago on that.

Mr. Ward stated I think the answer to the question is that if residents are hearing about something, and then they're telling us at a Board meeting about it, it's way too late. So, as a process, I think if you're going to do a development and you've got a plan, the best thing to do at that point is present the development plan at that point to the Board and say: we think we may; we are not sure we're going to; whatever the words are going be. Here's what the plan looks like, these are going to be 140-foot depth lots. We may need to do 5,000 square feet. We're going to have to do an exchange of land with you. It's going to be a lake that you would have been dedicated anyway.

Whatever the words are, I don't care. But six months before it actually happened is the better thing to do. And I think what they're also saying is, at the end of the day, you just can't go do work in District facilities that nobody knows about, i.e., the barriers.

Mr. Refkin stated well, how about dumping a barrier into one of our lakes without telling us. I mean, come on. It's not your lake, it's the CDD's lake.

Mr. Ward stated but I think from a planning perspective, I think, it's got to be done months and months earlier than when it's really needed. I mean I can keep track of it on an

agenda for the Board as a separate sheet or I can get Bruce to do it or something like that in their field reports. We can say: this is when we think it will be on the agenda, or it's still in the planning process, but here's what we're doing. To me, it's just like months ahead of where it actually got here.

Dr. Herring stated another example, when the dirt bridge leading over to the piece of property that we have to maintain legally, we were told that it was coming out, and the next thing we know, it's gone.

Mr. Ballinger stated in less than a week.

Dr. Herring stated in less than a week, and we have to scramble getting bids for \$150,000 bridges, etc., etc., to maintain that property, because the developer is going to be pissed if we're not maintaining that property. Everybody is going to not be happy if that things is left to go to seed. That's a very recent example. You guys had to know that the developer that was developing that piece of land was unhappy that there was a dirt bridge there, and we could have had a lot more time to discuss an alternative to maintaining that piece of property that we're obliged to maintain. But in a week, it was gone, and it came to us, and that's not that long ago that we had to scramble and find a barge and you name it.

Mr. Refkin stated the first proposal was \$180,000 that came to us.

Dr. Herring stated oh, I know, just like that, out of the clear, blue sky, we were given not sufficient lead time to take care of that potential problem. As a matter of fact, I think that that piece of property on the other side there was given to us?

Mr. Urbancic stated we bought it.

Dr. Herring stated we bought it.

Mr. Ballinger stated we bought it as a berm.

Dr. Herring stated yes, we bought it as a berm. And if we had known that that bridge was going to come down, and weren't able to maintain that piece of property, we probably wouldn't have bought it. So that seems like somebody wanted us to buy that piece of property, knowing that we would then be responsible for maintenance, and then they were going to cut us off a the throat for getting over there. Because if you guys had kept that piece of property, you would have had to come up with a way to get over there and maintain it. When I say "you", I don't mean you.

Mr. Ward stated I think what you're asking for is a more collaborative process with the developer.

Dr. Herring stated we've done this so many times, Jim. We did it with the lakes, we did it with the bridge.

Mr. Ward stated yes, I know.

Mr. Ballinger stated there's gross problems here, in my opinion. Because I'm reading this, and I haven't been to the last couple of meetings; I've been out on vacation. I'm reading here, and it says we're going to get this for that. Well, what are we getting? What are we supposed to do here? Are we supposed to evaluate as to if we want something? Should we not ask the questions, like: okay, we haven't been paying for maintenance over there, but on this new one, are we going to swap something that's going to give us more cost? Trying to do this budgeting process has been really, really not good. Because the first thing is this \$350,000, which has gotten to be \$390,000 with that other 40 on top of that.

How do we budget these things? We're scrambling around here about how to pay for things that were dumped on us, and almost in a deceiving nature, in my opinion. So how are we supposed to do our job whenever Miromar Lakes Development is coming up with all of these things with no notice, and one meeting: oh, join us in this deal. The next meeting, we're scrambling for money that we don't even have, because it's already been spent. So who can we budget these things with the way that you all have been acting?

Mr. Refkin stated that's a good point.

Mr. Byal stated I think the Center Place is, hopefully, unique, and it was problematic throughout the whole process. But certainly on the development process, we've got to be able to do a better job of bringing the planning process here, and not assuming. I think some of the issues is there's an assumption. Some of the things, for example like the removing – I mean there was a lot of work going on behind the scenes, either with Greg or with Charlie trying to resolve it on your behalf. I mean there was not an intent where just said, okay, we don't care what happens.

Dr. Herring stated perception is reality though.

Mr. Byal stated so we were doing all these things behind the scenes with "District staff", but we don't do a good enough job of conveying it to you guys at the Board meeting. We just make the assumption that your staff, it's going to bubble up, and everybody is going

to know that these things are going on behind the scenes. When there's issues like that, we need to bring them. Because that particular one, a couple months that that went on, trying to come up with alternates.

We were trying to provide an access issue, easement; there was all of these different elements that, after months and months and months, there was no solution. We had to provide the final improvement relative to those lots back there, and the circulation of the water management. Like I said, in that particular instance, it wasn't an attempt -- we're trying to just throw something at the District at the 11th hour. But it doesn't mean that we didn't do a poor job of communicating what was going on, so that when it came down to that 11th hour, it didn't seem that way.

Mr. Refkin stated maybe it would be good if Miromar drew up some kind of procedural thing. I mean I just can't take a verbal assurance, I just can't. Verbal assurances are worth nothing to me. Okay, we've been through this, done it, nothing's worked out so far. I don't know how we legally do this or how you incorporate it corporately or how you do that, but we need to be part of your process. And we need something in writing.

Mr. Ballinger stated there's something else here. When I read this, and then when I read the minutes of the last meeting, and everything I said, even though I wasn't here for that, tell me how you determine or how does somebody determine this value in exchange for that value, when we don't even see a picture of it yet?

Mr. Byal stated just to take it just to take a step back. Like Tim was saying, the one meeting where it came up, and where people were saying we're going to fill in half the lake, and think, whether it was you, Alan or David brought up the question.

Dr. Herring stated Terry (unintelligible 34:22) told me they were going to fill in the whole lake, and we had to do something about it, and that's the first I heard about it from a resident, and that was completely erroneous.

Mr. Byal stated that was right after our surveyors were out there looking, taking slopes on the lake to try to determine where that 18 contour is now, versus where it was in the transfer documents. So we kind of knew where the shorelines were, and what we had to work with. Then, since that time, since this is a project that I've been working on for Miromar, we've been working with them to determine what those lots needed to be for the product they were looking at, and determining service locations.

I can't tell you which meetings they were, but I know I kept bringing updates as to what we were planning, and how it was going, and that we knew there was going to be some type of shoreline transfer that we were going to have to do, because I didn't know how much, whether it was a foot or ten feet.

Mr. Refkin stated well, I don't think it occurred exactly like that. I think what happened is that we brought this thing up at a meeting after Taste of Miromar, or around that time. It's the first we ever heard of it. And then we were made aware that, yep, we are developing that area by the golf course, because nobody really knew, at least from my side, it was being developed over there. Then we, this Board, asked the question: are you guys filling in the lake? Is anybody at Miromar Development, are they filling any of that lake over there? And that's the first time a response to the question from this Board. Not the developer, not anybody else, that we heard: oh, yeah, we're going to fill in a part, but it's negligible; it's a little bit over here, a little bit over there.

Then, in response to that, you came back with a drawing to show us where everything was over there, and then we started to go over there. But my issue is nothing was initiated by the developer to us, saying that: hey, we're looking in this area, maybe we might, because of the architectural drawings, how many square feet we want to put on here, the depth. Because you're talking about the depth that's required over here to know where to build those, that we may have to come in over here.

Mr. Byal stated I did present that.

Mr. Refkin stated I know, but not before, not before that.

Mr. Byal asked not before when?

Mr. Refkin stated not before we brought this up to the Board that they were talking about filling in that lake. I can go back in the minutes and find it.

Mr. Krebs stated but I think what you're saying is we didn't know until we did the survey work.

Mr. Byal stated right.

Mr. Krebs stated we did the survey work to determine where 18 was, where we did the transfer, and where 18 is now. We didn't know we were doing anything.

Mr. Byal stated I mean it doesn't mitigate the point that there's been bad communication, and in this particular example, I think we improved, but we need to improve it even further.

Mr. Refkin stated Tim, I don't disagree with you, but I think what I'm trying to say here is, and I may be wrong, that if we didn't bring it up in that meeting, I sincerely doubt Miromar Development would have brought it up as soon as it did to this Board that, oh, yeah, we are going to go into this thing, and given us that stretch over there. From past history, over here, there's never been a case on Miromar's part. We just started the ball rolling early by just asking that question: are you filling in this thing?

Mr. Byal stated well, we're trying to. And another example I give you as I try to keep you better informed. When we were exploring what we might do, relative to Positano. Same thing. We're out there taking surveys. The determination in that case is I don't believe there's going to be any request, but I still said that, hey, we're looking at it, because we're not quite sure how the setbacks are going to work. Do I need to do a better job and consistently come to every meeting and bring you guys up to date with a more formalized process.

Mr. Ballinger stated if that's what it takes, that's exactly what you ought to do.

Mr. Byal stated and I agree to do that.

Mr. Urbancic stated in the future, we'll have another one, if I remember correctly, on the peninsula, something like this, so I mean I guess we can just have an understanding of how that was going to work, because I think we agreed to join a plat, but you guys have to modify the shoreline down in the peninsula.

Mr. Krebs stated I think there's areas in the peninsula outside of the lake 01 that we're talking about, the channels that were constructed. That will eventually, if things continue to be turned over to the CDD, like the rest of the development around the peninsula and elsewhere in the community, as when they finish that shoreline. Generally, in the past, where the development shoreline hasn't been changed, they haven't constructed anything, there's a section between the shoreline and out to the doughnut hole, the lake that we own, that hasn't been transferred. And we, generally, in the past when working with Miromar, we haven't transferred that area to the shoreline until they finish the work, because we don't know or they don't know how that's going to change.

I think since the peninsula is almost complete, I would expect you're going to see something that comes in the future that says, okay, this is what was constructed. These are the areas that are going to be transferred over if you guys wish to take them on.

Mr. Refkin stated that would have been good to know early on.

Mr. Ballinger asked may I ask a question. When was this lake completed that we've never seen on paper and we don't know anything about that we're swapping for this other? And this is just a case I my point. You understand what I'm saying?

Mr. Krebs stated the lake out on the peninsula.

Dr. Herring stated yes, the one you're giving us.

Mr. Ballinger stated we still don't know, the one that we're supposed to sign over today for, okay, yes, you get this, and we get something we don't even know what about. Who determines that? Did you determine that, Charlie?

Mr. Krebs stated no.

Mr. Ballinger stated I thought he said you did. They talked to you to determine like values for this and that. Didn't you say that a while ago?

Mr. Krebs stated we looked at what the square footage was, which is like the 5,600 square feet of the lake by the golf course club house. And then we tried to find a parcel and, obviously, there's not just 5,600 square feet out there to transfer, so it's like what is a lake that is completed that is available to transfer, or another parcel of land, whether it's a lake or not, that can be transferred, and that lake just happened to be one that is available and simple to describe.

Mr. Byal stated which I believe is substantially larger in scale, maybe a two or three to one, maybe larger.

Mr. Krebs stated right, because it's a platted lot, and all you have to say is tract 01.

Mr. Ballinger stated my point is this. I don't know, he doesn't know, and he doesn't know, and nobody else knows except somebody that's not on the CDD. It says here you're swapping this for that. We never seen that still yet.

Mr. Krebs stated right. Well, that's a mistake on my part. I should have given you an aerial of where that is.

Mr. Ballinger stated it's an assumption on your part that you didn't need to.

Mr. Krebs stated no, I was assuming that, as part of the community, it was something that was familiar, and that was an assumption on my part, and I should have provided it.

Mr. Ballinger stated if you're representing us, in my opinion, then you know probably as to whether that piece of land requires maintenance or not, which is we've got to budget for, Charlie.

Mr. Krebs stated right.

Mr. Ballinger stated so why is it we don't get presentation from you about that piece of land, the condition of it. You say it's a completed lake. That's the only thing you said. When he said something about the maintenance on it, does it have to be maintained? We don't have any idea of what that's going to cost us, because you never told us.

Mr. Krebs stated correct.

Mr. Ballinger stated well, okay, that's not good.

Mr. Krebs stated I did not include that in my memo.

Dr. Herring stated there's another big point here though. All of us, we have business backgrounds. We've purchased things, we've sold things. We're asked to trade things here, basically, that, in return, we're getting a lake that we're going to have to maintain. We're getting something that we're not going to profit from. We're getting something that's going to be an additional expense.

Mr. Refkin stated and a budget item.

Dr. Herring stated and a budget item to the inhabitants of Miromar Lakes. We all love Miromar Lakes, but what we're doing is, we're giving away a piece property, so that the developer can build 140-foot lots, as opposed to 135-foot lots.

Mr. Refkin stated which has tangible value outside the square footage.

Dr. Herring, and we're getting in return something that we're going to have to maintain. I don't think any of us would have been successful in business if all we did was accept things.

Mr. Byal stated I don't think that's a fair analysis.

Dr. Herring stated okay, please tell me why?

Mr. Byal stated let me get back into how the process works. The reason that the District would assume the responsibility for maintenance of this lake, goes back to the whole, entire storm water management, and the fact that, from the revenue side, I think that

Miromar has done a reasonable job of providing additional pairs to help fund these things. If this was a closed system, and your analogy was we're accepting maintenance, and we don't have any way to do anything to increase the future revenue stream that would be – but it's a two-way street. Every time we continue to further enhance the community, we provide additional taxpayers to add to this process.

So I don't think it's a fair analysis. The other operation that we could do, we could leave that in the neighborhood, and the neighborhood could own it, and they could do whatever they wanted, and then there would be an asset that was tied in with rest of your items that you didn't have control over, because of the neighborhood association.

Mr. Refkin stated like the small island off of Sorento with the palm trees on it?

Mr. Byal stated I'm not sure what that has to do with this. The issue is that the CDD, as it was put in place, was the appropriate entity in perpetuity to maintain the storm water management system, and all the assets that are and will continue to be created through the development of the community. If the CDD wants to say: we no longer want to maintain any of the storm water management assets, we can then go to a different plan in our process of developing the balance of the community. There are other options. That was the option that we established. We thought that that makes the most sense, and we would continue that process.

It's not a clean process, and we need to do a better job of the advanced notification, so that everybody sees these elements coming down the track, but there's no manipulation or some sort of bait and switch type of thing going on that's being insinuated by you guys.

Dr. Herring stated well here's the deal. Charlie, I know you work for both the developer and for the CDD.

Mr. Krebs stated right.

Dr. Herring stated so Charlie comes to us, you know how I feel about you. This is just a process what I'm talking about. Charlie comes to us and says: I or we have decided that this is an equitable swap. We get the lake, whatever is included with it, and they get this piece of land. It's not his place to decide that. It's our place to decide: here's what we want for that little slip of land, because, again, the perception is, how do you take your Miromar hat off, and put your Board hat on. It's got to be a tough job.

Mr. Krebs stated to answer your questions. Typically, what we've done in the past, and this has come up, is we try to find a lake body or a portion, something that is greater than what is greater than what is requested.

Mr. Refkin asked but is it greater by value? Square footage and value are two completely separate issues.

Mr. Krebs stated I understand, Alan, but in how we've looked at these when we've done the transfers before when they were bond funds.

Mr. Refkin stated forget before.

Mr. Krebs stated I know, but we had an appraiser come up and, generally, the lake bottoms are appraised at a consistent value, so if we went and said we wanted to appraise the 5,600 square feet of that lakeshore, versus 5,600 square feet of any other lakeshore in the community, the value would be the same. The difference would be if we went to land that was developable –

Mr. Refkin stated I'm not an appraiser, but I can pretty much guess that the square footage on the lake we're getting, and the value to the developer of that piece we're giving up are tangibly different.

Mr. Krebs stated but that's not how the appraisers have worked it in the past.

Mr. Refkin stated but that's nothing to say that it has to work that way in the future, Charlie. Where does it say in the code it works that way?

Mr. Krebs stated I know what you're saying about the value to the developer?

Mr. Refkin stated I'm talking about value for value; what it's worth to the CDD, and what the CDD is getting. I agree with Doug, and I agree with David.

Mr. Krebs stated the flipside of how that could be done is that if we went and looked at the value that was paid for that lake and, basically, you take that area to a square foot value and transfer.

Mr. Refkin why does it have to be square footage to square footage. I mean I agree with David. It could be value to value. But before I forget, I just want to ask Tim just one more thing. It would be good to give to this Board, because Charlie is talking about maybe turning over some stuff in the peninsula, an all-encompassing view. Because Miromar does have a Master Plan of what we could possibly be getting in the future, all the way till Miromar marches out of here and finishes developing this community.

It would be really nice for you to give us and say: okay, here's our master plan. This may happen, it may not happen. But in our best guestimate, this is what we think we're going to be turning over in the future, maybe a year from now, three years from now, whenever it is to the CDD. It would certainly help our planning, it would certainly help us to be prepared, and it would certainly give us some discussion points going forward, if we had that runway over there. I don't want to get off of this discussion.

Mr. Byal stated I can certainly do that relative to the peninsula, but to believe that there's this master plan that we could rely on for the resort village and other things, we're going through that thought process. As a public process, I don't think that's an appropriate place to throw our latest whim. We are a business, and if there was something that had progressed to a point where, for instance, we would actually engage an engineer to do feasibility or some calculations, I think that that's the appropriate time for us to notify you guys.

Mr. Refkin stated it may be, but not last minute. Somewhere between there and last minutes stuff is very destructive.

Mr. Byal stated I understand.

Dr. Herring stated and every one of these things, every single one of these things ends up costing the residents of Miromar Lakes money. If we don't do this, you guys are going to have to sell 135-foot lots instead of 140, and you won't get as much for it as if you have 140-foot lot. I don't even want to guess the increase in value that you guys are going to make in having 140-foot lots, and we're going to get a lake that we have to maintain and \$10. I'm just a veterinarian, but that just doesn't seem right to me. That's number one.

I agree with what you're saying. I don't think that it's reasonable for Miromar to tell us we have 1,000 door fronts left, and here's what we're going to do with them. I mean we don't want to sneak into the back of your head and give us your commercial planning, and we'll sell it to somebody who's going to screw your thing up. I mean that's not what we're going to do with it. But, also, I don't think that they need give us real detailed plans for the next ten years. But a hell of a lot further advanced than this today, and we need to be involved in the process of deciding what do we want in return.

I mean there was an issue with the bridge that we were going to have to buy, but there were times when we could have held Miromar's feet to the fire, that all we did here was what we're doing right now. We expressed our concern, we expressed our frustration.

Mr. Refkin stated and nothing changed.

Dr. Herring stated and then we rubberstamped. Nothing's changed, it really hasn't, every step of the way. And then we're going to get to the big elephant in the room, and that's the \$350,000 minimum that I had to hear from Mike Elgin, "You've asked me that question three times already."

Mr. Refkin stated we were sucked into that one, we really, really were.

Dr. Herring stated you were there, maybe you don't remember when he said that.

Mr. Refkin stated that's on the record.

Dr. Herring stated but that was what our perception of the developer's opinion of us was. We've told you what we have to tell you.

Mr. Byal stated I don't want to address that one. I don't want to debate that one. But we do, as it relates to the development process, we do need to be more inclusive at the point where we have an engineering analysis, and not assume, even though if we're using same engineer, that somehow that the information is conveyed, that we provide some of these elements. But I just do have to also, in your analysis of the larger lots, I think, at the end of the day, the incremental value for us for the lot, is not nearly as large as trying to provide, which the owner does, to highest value and the commitment to the community to always do what's best for the community and to keep the values up.

That is, in essence, what happened in this. We tried to work with these guys, and we could certainly shorter lot, it's just that it's going to be a less valued product. The vision where the owner, as you go into the golf club is for a very high end villa experience that continues to elevate the entire value of the community. So while the details were a little messy, the intent is always for the highest and best use for the community and all the residents.

Mr. Refkin stated and I don't disagree with that. But, in a way, you're sort of making our case. In a way, you're basically saying that the highest value of the community means the highest price the developer can sell that property for, because that puts the price point up at a level that elevates the community.

Mr. Byal stated but our dirt portion of it is the smaller portion. I mean what we get for the lot sale, per say, compared to being able to build something of significance, and this is, I think, a very significant part of this case. I mean we could still sell the lots for basically what we're going to sell the lots for, and what the builder can build and deliver this dream. But that doesn't excuse the fact that I think we did a better job in this, when we need to be even further in front of it, and we need to always, when we start the engineering process, like the peninsula. We have the peninsula all engineered. There's no reason we can't go through that whole engineering process with you guys, so that you can see; Charlie can highlight these potential pluses and minuses.

I think we're going to contribute a lot more than we would ever ask for any change. We can certainly have that workshop, and show you guys when all this work starts out in the peninsula, which is approved by the county. I mean we're not trying to shortcut the District. There isn't a District approval process to get to a Lee County development order. We get our Lee County development order, and we build pursuant to that development order, and pursuant to a SFWMD permit. And when the assets are completed, then we would generally come to you and say: we have a completed asset, pursuant to the water management process.

Again, we just need to be more inclusive and provide advanced notice of this engineering process.

Mr. Ballinger asked so that does that affect the CDD in any way that you can imagine?

Mr. Krebs stated no. I'm working on those plans for Gulfshore Homes, and we're not changing the shoreline at all.

Mr. Ballinger stated and that's true of all of the other things that are going on out in the peninsula and building, because if there's something that needs to come up to the CDD, since it's already engineered, and already planned out, then now would be the time for that to happen, instead of waiting till the last minute.

Mr. Byal stated and we'll do that. For example, I mean I think what's going to happen when we know what those boundaries are for Positano, there's more lake there that the developer still owns that the CDD needs to own. Once we know that that line is fixed in sand, then everything that's remaining that isn't required for the development, the residual,

that we just guessed on in the beginning. We didn't tighten that line up, and as we tighten these lines up, we certainly contribute all the excess to you. And in this case, we're looking for a little part back. Because of the public process, we know that we want to make sure instead of just saying: give it to us; we're saying: here's an equal quantity of water management, so that it's a swap, instead of a request.

And any time that there's excess, we're going to go through that process of truing up all those shorelines, and contribute those.

Mr. Refkin stated let me just mention it. First of all, I really accept your good intentions, and you've always been very, very good at trying to work with the Board, and trying to help us out over here. But you're one person over there. Did you know that they were going to dump this barrier into our CDD lake over here, and not tell the CDD about it? I doubt it.

Mr. Byal stated no. And I yelled at Clarke who works for me, who's in charge of including that. When I just met with him at lunch today, and I explained. I hadn't been over there, and he goes, "But that was a county requirement." I mean so it's clear, he has clear instructions and understands that he can't begin. He's waiting to start the still operation. He knows that he doesn't have approval to begin any of this fill operation. That turbidity barrier was, in preparation for this future work, to make sure that there isn't any possible contamination or any dirt that, while the other little pieces of work. So that was sort of a best practices, if you're going to develop that parcel, the first thing you do, and Charlie can attest to this, is you're go in and put that turbidity barrier in.

Dr. Herring stated I understand that, but we own that lake, and somebody needs to come to us and say, "We're putting a barrier in the lake, and here's why we're doing it." And nobody comes to us, they just do it.

Mr. Refkin stated we're not part of your process, that's the problem.

Mr. Byal stated but we don't. I mean we will in the future, but there is no requirement. If we didn't need your approval for this swap, I mean we'll do that, but there is no requirement. We get our development order from Lee County. They predicate what it is you're going to do and don't do, and we are following their instructions. We need to communicate, but we're not deficient of your approval to put that turbidity barrier in now.

Dr. Herring asked so you're saying that you can put that in there, because the county requires it? The county doesn't have to come to us. You guys don't have to come to us. Nobody really has to come to us.

Mr. Byal stated that's correct.

Dr. Herring stated and I'm just going to say that's fundamentally crazy.

Mr. Urbancic stated they may have actually reserved easements over that lake, so the more I thought about this, they probably do have an easement to do their development activity. If this was platted property, there probably is something out there. But I think from a coordination element standpoint, there's probably something we can do.

Dr. Herring stated yes, that's under the assumption that we're going to transfer that property.

Mr. Byal stated I'm committed to do that.

Dr. Herring stated if you guys don't fill that in, you're still going to have to put barriers out there, correct, like you would on any other piece of property that you develop?

Mr. Krebs stated absolutely.

Dr. Herring stated I guess you made a point before that I hadn't thought about before. You guys sell dirt, so you have developers that come in, and they want to buy that dirt from you. But they look you in the eye and say, "I'm not buying 135 feet of dirt, I want 140 feet of dirt." So the developer, and I don't know who's building those houses over there, they hold your feet to the fire, because, well, I can't build this house I want to build on there unless I have another five feet, for argument's sake. To say that that house being five feet deeper is going to affect my property on Via Caprini, I think is a pipe dream.

If you put some kind of other asset over there, like the bocce ball courts and things like that, that I can understand. That's something that people come in, they look at that, and they say: this is a great amenity, and we thank you very much, and I think you guys have been thanked. But let's be honest, that extra five feet of dirt is being sold to somebody, because they want to build a bigger house that they can get more money for for whatever they can pay for that.

Mr. Byal stated it's not all the lots.

Dr. Herring stated well whatever. I mean is it the same developer that's building all of them, or different developers?

Mr. Byal stated no, we're going to have the same builder.

Dr. Herring stated different builders.

Mr. Byal stated we're making a mountain out of a molehill, but it's the consistency of the sites. I mean that's what the issue is. It's the fact that while these sites have the sufficient depth, that that little area – I mean when you're doing the same model, you just can't, all of a sudden, you get to that one lot and say, okay, I'm going to develop a separate model for that one lot, because it's shy by five feet.

Dr. Herring stated but if you go to a lot of these communities, go to my community, Caprini, we don't just have one type of house over there. We have a lot of different houses. I have more land on my house than anybody on that street. That's the way it goes. If somebody is going to buy a house that has five feet less of a backyard, I mean I can't imagine they're building these houses right up to the edge of the lake.

Mr. Byal stated pretty close, and we don't have those plans finalized yet. It's a cooperative effort, and we're trying to get to this point, so that we have a product that will certainly enhance the community. Again, it doesn't change the fact that the information flow has to be – but the kind of value argument that I'm hearing, I don't buy, that that five feet is worth X amount, and so that it should be hostage. And because it's worth this amount, delta from where the lot is, that there there's a payment for that five feet. That's not consistent with anything that's ever been done within the CDD process to date.

Mr. Refkin asked do other CDDs do this same thing?

Mr. Ward stated yes, the exchange is a normal thing you do.

Mr. Refkin asked I mean on the value?

Mr. Ward asked the value thing? Yes, the way this one is being done is consistent with what I've seen done for others.

Dr. Herring stated we accept an expense for somebody else's –

Mr. Cusmano stated the difficulty that you have with these is that as part of any development nowadays in South West Florida, you've got to have water management system.. You've got to have wetland preserve areas. And you can't do the development without having those things. When we go to finance and then purchase assets from a developer, and we do this in all CDD's. When we purchase land, they value the whole, entire community at the same value, even if that property is going to be used as a lake, because

nobody has been able to come up with a better way, because you can't have a community without that lake, or you can't have that community without that preserve.

I think that's where you were going with your analysis, Tim, and I'm just saying how it's done. If we were going to do this, we'd say: okay, how would you value that portion of the property, and the appraiser would come out and say: well, we have to value the community as a whole, and then take how much is one individual acre, assuming that you could do the same thing with each individual acre. That's why, in the past, these exchanges, we've sort of made them work, because of under that theory.

Dr. Herring asked why go through the process of an exchange, trying to make us believe that they're giving us something in return for us giving them something, when all they're giving us is an expense that we're going to get anyhow. Like on Monday, give us the lake. On Tuesday, come back and say, "Can we fill in this area?" Don't tie them together and make it seem like you guys are doing us a big favor, because I don't see it as a favor.

Mr. Cusmano stated I think from their perspective, they would ask, and really, that's a legal issue. Because they want that sliver of property --

Mr. Byal stated we didn't initiate that. All we said is we want this to be accomplished, and we request of your staff, how can we best accomplish that under the guidelines of the District, and to provide fair value.

Mr. Ward stated the legal answer to your question is the developer has two choices, any developer, call it Miromar, call it whoever you want, they have two choices. We bought that lake. We can't transfer a piece of property back to the developer. That's not legal. We can exchange a piece of property for something larger or bigger, and they can repay us, if necessary. It's the only way in government to really do this. So, over time, what's really happened is what you see going on here, is that when a lake shore lines needs to be configured, or I've even seen whole lakes need to be reconfigured, we've just said, as long as it's an exchange of property equal to or greater than, in size, what we have, then we can legally make that work. So that's normally how it's been done in the past.

I think you guys bring up a larger issue. The larger issue here is that in terms of all of these lakes that have been constructed that we don't know about, and we don't know when we're getting them, but related to Doug's issue, is that I think if we kind of knew all of that up front, and we had an idea of when those were being constructed, where they're being

constructed, how big they are, those kinds of things, and when they'll be turned over to us, it would give us a better idea as to when we're going to plan to put those in our operating budgets, etc., and move forward with that.

My simple mind tells me that I think what we can do is one of two things. One is, and Charlie and I had talked about this, and I think I've even mentioned it to you, we can come up with some sort of a manual that tells the developer how to submit a set of plans to us, that can then come back to the Board for your review. They don't need approval; who cares, but at the end of the day, come to you for review at least, and when they need approval, we'll tell you that. That can be done kind of the front side of a project, similar to the way they submit plans to the county, for example.

They do their plans, they submit them to the County, they go through a process, then they eventually get approved, whether that takes 30 days, 60 days, or a week, who cares. We can kind of do basically the same thing, I think. We can have them submit either the same plans that they give to the County or, ahead of that, here is what we're doing. Let you guys take a look at it, opine to whether it's good, bad or indifferent. Tim can do a write up, or whoever can do some sort of write up that says: we may do some lake modifications here or there, we may not. We don't know at this point, but you may have some idea of what's going on in the future.

That's, in my simple mind, we have done that other districts before, and it seems to work relatively well, and it gives you guys significant advanced notice of when things are going to be done. So when you get asked the questions, you know that in the development phase. It's also a good idea, I think, that we have maybe, I don't want to call it a master plan, but an idea of where lakes are going to be, in terms of our master plan, and maybe mark it up and go: built, not built, built but not dedicated.

Mr. Cusmano stated I have that exhibit, it's actually on the website. And if you look at the one I gave you for the water management system, it's says, "Not CDD owned/CDD owned."

Mr. Ward stated in the middle of writing that, I can assure you I didn't look at it. But I think at the end of the day, I think if we implement something like that, that might be a major help for the Board on a going forward basis in terms of all of these changes that are occurring. The other thing, and I've said before, is the documentation that we have to get

and put in these packages does have to be better. At the end of the day, I think if we had better documentation up front, it'll be much better for the Board, then you understand that.

Right to Doug's point of in this package, I don't even know where. You can't tell where this new lake is, because there's no documentation to tell me where the lake is, but it's in the package that we're making a dedication

Mr. Refkin asked can we make a minimum consideration here. If the developer can't come to us unless we have 60 days' notice or something like that?

Dr. Herring stated I don't think that we necessarily have to make a regulation, but we can look the developer in the eye and say, guess what, unless we have 60 days' notice, we're not going to approve anything. I said that after those lights went in. And I swore that I would keep it up after the bridge was taken out. I read about this a week ago when we got this, and that's just not enough time for us to discuss it. Sunshine Laws, we can't talk about it outside this room. We can't come in here and make a decision like that with a week's notice. It's not even a week's notice.

Mr. Refkin stated it's a forever decision you're asking us to make without almost no data, not even a picture.

Dr. Herring stated right, and then we have to talk to the residents, who you might not have gotten responses back from the budget, because I'm sure the people haven't read them yet. But when they see that bill that I got for the two pieces of property I owe in here, how much that has gone up, and they say: what's that all about? Well, that's because of the \$400,000 we had to spend for this lawsuit that we shouldn't have been involved in in the first place. And there's no way that I think you guys are making any plans to rectify that situation, or are they?

Mr. Byal stated I'd like to put one thing on the record. Is relative to that, when, and Jim can provide the percentage, but we're paying our fair share of that same number, all right.

Dr. Herring stated okay, but that goes against one of your points you said before. You said that you're selling houses to add people onto the tax rolls for our income, but right now, you guys are paying that those taxes, so you're not adding anything, we're getting it now.

Mr. Byal stated not at the same rate. But, I mean, as it relates to the O&M.

Mr. Ward stated it is at the same rate for O&M.

Mr. Byal asked what kind of percentage?

Mr. Ward stated 40 percent? Okay, so 40 percent of that increase we are paying through our proportionate share of those fees. It's not so that this kind of we/they.

Dr. Herring stated the we/they comes from the fact that we wouldn't have entered into this, unless we were told that all of that, 100 percent of that.

Mr. Byal stated I don't want to argue that point, but I mean as a cost implication, we're not immune from –

Dr. Herring stated we understand that. We understand that. That's something that we all understand.

Mr. Ward stated I do want to go back to a detail thing, because item six is Positano, so I don't know what you meant earlier by saying something about Positano.

Mr. Krebs state right, do you want me to discuss that now?

Mr. Ward stated no, I just wanted to put that of record for the moment, so when we get to item six, we'll be able to deal with it. But I just want to make sure everybody knows that there is a Positano.

Mr. Refkin asked can I suggest that we table this until we get more information?

Mr. Ward stated you can certainly do what you prefer to do, yes, sir.

Mr. Refkin asked what do you think?

Mr. Byal stated I mean I would only request that –

Mr. Ballinger asked say that again?

Mr. Refkin stated I would say, look, we're all talking about we need a little more information, we don't have a picture of this things, we don't know what this thing's about or anything else. Charlie has to give that to us. What I'm saying is, and this it's just me, we can table this to our next meeting till we get that information that we want, till we get the information the Board requires and needs. So we don't make a forever decision based off of just this in one week's time. So we can table this, get the information we need, and if it works, it works.

Mr. Byal asked can I just suggest that possibly you make those requests as a prerequisite to final sign off? And my rationale, I mean I drove over there this morning or on the way, where we've removed the asphalt, we will remove everything and sit on our hands,

which we can do, but I mean we will all address whatever that period is from where we are now, to when we can commence those operations.

Mr. Refkin stated but in the meantime are you going to fill out anything, you're going to expand.

Mr. Byal stated no, that's the next exercise that we cannot and we haven't done. We've done what we can without affecting what we knew we needed District approval for, but we will then be stopped from further operation of that development until that approval or not happens.

Dr. Herring stated I think what Alan is proposing is that you guys have another month to get us the pictures of the lake, the descriptions, etc., etc.

Mr. Byal stated I understand exactly.

Dr. Herring state but we will decide on it at the next meeting. We're not saying: all right, we're going to get it next month, and then we won't vote on it till a month after that. Is that what you're saying, Alan? Right.

Mr. Byal stated but if the approval for the additional filling doesn't occur, I mean can we fill everything other than that little piece?

Mr. Krebs stated we can fill it to where the transfer line occurred, so there's an established 18 that was done with the transfer of the lake. You could fill up to that line.

Dr. Herring asked what's the date of our next meeting?

Mr. Urbancic stated your other option would be, I don't know how long it would take, it shouldn't take long, if you wanted to continue the meeting, give a week to get the data, then you get a week in advance, and we continue in two weeks. It's up to you guys.

Mr. Refkin stated it's up to Jim. Jim knows better than I do about this.

Mr. Ward stated I tried to get these agendas out in a week in advance, so I mean if you want to continue a meeting, it's got to be at least a two-week period before we can actually meet.

Mr. Urbancic stated it's September 10th.

Dr. Herring stated September 10th, so I'm not going to be here for that.

Mr. Ward stated no, September 15th.

Dr. Herring stated 15th, that's what I thought.

Mr. Refkin stated everybody is back on the 15th, because that's our public meeting, right?

Mr. Ward stated that's our public hearing, correct.

Dr. Herring stated I hope you understand, that the developer understands that we're not doing anything here out of spite, to screw the developer. I'm sorry that if you guys can't do any more work between now and the 15th. You've got Labor Day in there, so I'm sure it's not much is going to be done, but we have to draw a line in the sand some place, to make you guys realize that we're serious about not rubberstamping things. And it's a shame that it's about 5,000 square feet of lakefront property. You were sitting on this side before, you know how we feel.

Mr. Byal stated I understand, and I know exactly how you feel. It's not for me. It's the fact that no one will drive down that road for 30 more days. I mean there's no asphalt on that road right now. The asphalt is gone, and when you go to the golf club every day, you drive on the dirt. As long as we understand that we just moved that schedule 30 days down the road. When someone ask me why we can't get that done, I only have one answer for them, as it relates to that delay.

Dr. Herring asked and what's that answer?

Mr. Byal stated is that we did not have approval from the CDD to continue the filling operation.

Dr. Herring stated and then when they ask us about it, we can tell them why.

Mr. Byal stated I understand. I get exactly where you are. I mean we were trying to do as much as we could to not impact the golf club. Unfortunately, we couldn't get 100 percent of it done during the closure period. In the perfect world, that was the time frame we were looking at. It's going to push into, obviously, some portion of when the golf club is back open again, but we were trying to minimize that impact.

Mr. Refkin asked but it would have anyway, right?

Dr. Herring asked is it a dirt road now?

Mr. Byal stated it would have anyway. What's that?

Dr. Herring asked it's a dirt road now? It's navigable. Ken McMaster can drive his car back there.

Mr. Ballinger asked what does that have to do with us?

Mr. Byal stated no, no, no, you won't drive on the road. The asphalt has been removed from the road, and you drive onto the lots down to the other end, and you get back off the lots.

Dr. Herring asked but you can get there?

Mr. Byal stated obviously we have to have access for it. It's just not what we wanted for the experience of people going to the golf club, and so we were trying to minimize that impact, and that's the only part of it that concerns me about the delay. It won't impact me. I'm just saying but people will be impacted by that delay.

Mr. Refkin stated just the golf club members.

Dr. Herring stated well wait a minute. If we were to sign this today, which I don't think we're going to do, but if we were to, what would happen there tomorrow? They would be building a new asphalt road or they'd be doing things that would lead up to it?

Mr. Byal stated we'd begin doing all the filling operation.

Dr. Herring stated right, and how long does that take?

Mr. Byal stated I think we may be able to start that anyways, but to figure out how to not do that little five-foot section, while we're doing all the rest of the development activities, so we can accelerate this process, I just have to figure out what that means. I mean we held off and kind staged it right up until this. I mean we understand we need your approval. We never intended to proceed without it. We weren't trying to be presumptuous. It's just the fact that it's a scrivener's error, if you will, to correct the line where the lake was.

Mr. Refkin stated maybe I don't understand this.

Mr. Ward stated you know what you could do is you could approve, if you have a desire to do something, and it just popped into my head. You could approve the filling operation at this point, subject to the developer removing it if, at the next meeting or whenever they come back to you, you choose not to accept the exchange of lands. That allows them to continue, but doesn't do the transfer of the lake, doesn't do any of the transfers at this point.

Mr. Byal stated or pay for whatever the pro rata amount was that was originally conveyed; I mean we're okay with that too.

Mr. Ward stated yes, and I can have Greg do a simple letter of agreement between the two of you, or you guys can do it, to let you fill.

Mr. Byal stated if the exchange part of it is the part that you haven't had sufficient time to review, but I'm just trying to come up with a work around, so that you guys get the documentation you need, but we don't put everybody through a 30-day delay.

Mr. Refkin stated but it's only the golf club members who would be through that 30-day delay, right?

Dr. Herring stated well, the reciprocals, the people that are coming from the outside.

Mr. Refkin stated that's going to end at the end of October.

Dr. Herring stated October, but that's not going to affect that. That road is going to be built by October, whether we approve this or not today, right?

Mr. Byal stated I think his schedule on the pavers ends about there, yes. I'm not sure when, I have to look at Clarke's schedule as to when the whole paver work on the road.

Dr. Herring stated so it's possible that we approve this today, and the inconvenience that you've described of getting to the golf course will still be there, whether we approve this or not.

Mr. Byal stated I can assure you that there is a time differential, because we have pushed this issue to this point, that whatever the time frame that we stop the next operation, you will put that on the end of the schedule.

Mr. Cusmano stated just the stone. On the roadway, he will not put those brick pavers down until after he gets in all his fill in, the dump trucks, so you can't turn anything else on there, so it's going to put a delay to get the material onto the site to finish that roadway. It's a two-part process. He's got to get the material in and move, so he knows all that heavy traffic is not going to hit that.

Dr. Herring stated which is why we should have known about this way before.

Mr. Refkin stated maybe I don't understand this. You were talking about one house before. Maybe I just don't understand this. You were talking about one house before that was really impacted, the one at the very end.

Mr. Byal stated look at the picture.

Mr. Refkin stated oh, yes, I've (unintelligible 1:23:25), but Charlie was talking about going back to the original line, right?

Mr. Krebs stated right.

Mr. Refkin asked so tell me how, now if we don't approve this over here with the fill, which I understand, you don't go in there, why there isn't other work that can't be done inside there?

Mr. Byal stated the filling is the next operation.

Mr. Refkin asked so you can't do anything else besides the fill then?

Mr. Byal stated I think if you go out there, you'll see that we've connected all the sewer lines, all the underground work has been completed today, starting today. I mean I didn't know it until all the asphalt was removed off the road. So I mean, to your point, we have completed the very next thing that actually he would do, except that he doesn't have approval to do it, is to begin filling the site. I mean he could fill, but he was waiting for this approval.

Mr. Refkin stated but the fill has to be there, because you need fill on every one of those lots in order to start.

Mr. Byal stated that's correct.

Dr. Herring asked so how are you going to feel if we come up with a solution that allows them to do this work, but it can be reversed if next meeting we decide it's not a fair and equitable change? Are you going to feel like we just caved again?

Mr. Refkin stated my personal feeling on this thing, I mean, look, there is no right or wrong on this. It's just all persons over here. Tim works with us, and he does a good job working with us, but I think you're a minority at Miromar, I really do. And I think that the other people over there that you'll do your best to try to get them to give it to you and deal with all this, and coordinate with us. But, on the other hand, I take a look at other people we've worked with over here, and can't give a heck about working with us here. We're basically an inconvenience to a lot of people at Miromar. I mean if they didn't have to deal with the CDD, they probably wouldn't want to deal with the CDD. mean they either want to develop a product, build it, sell it, give their money, and God Bless America.

We represent the residents, and so what we're saying here is, is that we're not saying we're going to turn this down, not at all; I'm not saying that at all. What I'm saying is that I need more time to look at it, that's what I'm saying. I just need more time to look at and consider it, because I personally, in my own mind, don't want to make a forever decision based upon nothing. Charlie hasn't given us anything, nothing.

Mr. Byal stated and my only counter is that when you brought this, the concept of this communication, which I wholeheartedly agreed with you.

Mr. Refkin asked concept? I talked about this. It's in the agenda meetings going back two or three meetings.

Mr. Byal stated right. I've been coming here, and I've explained that this was coming down the road. I didn't have this piece of information that Charlie, who's on both sides of the equation, created, and at the 11th hour, Greg and Mark had to come up with this conveyance document. I can't force those things, but I did everything I could to make sure that the Board was aware that this future request for an adjustment to the lake bank and the riprap and the things that we were doing was coming down the road. I think in this case we did do a better job of conveying. Did all of the documents, and then sort of the worst part of it is there isn't even a document for the piece that's –

Mr. Refkin stated we're getting something we don't even know. We can't see it. We don't know anything about it.

Mr. Byal stated right, but understanding that the concept of the swap is an equal or greater exchange of water management bottom.

Mr. Refkin stated we have to maintain it, we have to basically suck it into our budget, and we know nothing about it.

Mr. Byal stated but if you don't want it, you don't have to have it. If looking at that, you would prefer us, we will give either dollars, proportionate dollars of whatever we paid originally, or other lake bottom that you don't think increases your maintenance budget, as an exchange for this. You don't have to take that lake.

Dr. Herring stated that's the whole point. We weren't given a choice. We were told what we were going to take. We were told we were going to take a lake, we were told we were going to take \$10.

Mr. Byal stated but Dave, I think it is a very fair assumption that you will take the lake, based on the history of everything. I mean why would you not want a piece of the water management system?

Dr. Herring stated it's not the point. The point is we would have gotten that piece of the water management system, whether we did it as a swap for this or not. So why make it seem like you're doing us a favor, so that we can do you a favor?

Mr. Byal stated that's your perception.

Dr. Herring stated why wasn't there an offer made to us: okay, guys, here's our proposals; either take X amount of dollars for it, or take X amount of dollars in the lake. We weren't given a choice. That's what Alan's saying. We weren't given a choice, and that's what I'm saying too.

Mr. Refkin stated and every time it's shoved down our throat, even when we –

Mr. Byal stated this concept of shoving down, it's consistent with every exchange.

Dr. Herring stated yes, it is, and that's just not acceptable anymore. It is consistent. And you guys, not you personally, but the developer thinks that because it's been done in the past, it's going to be done in the future.

Mr. Byal stated, objectively, it's not a developer thing, that's what a CDD does. It accepts the water management systems. This is not a request that wouldn't happen at every CDD. Are we asking for something that is not a normal part of the CDD operational build out process that occurs every CDD?

Mr. Urbancic stated no, we do, and we do do adjustments of boundary lines, and most often the decision is, hey, we're going to put it in the CDD, recognizing it's going to increase your maintenance, but otherwise, we're going to put in an HOA, which may not feel as favorable. You may have neighborhood associations here which may change it a little bit, but that's usually the consideration. To answer your question, it's not uncommon what you're doing. Really, as Jim had mentioned before, it's one of those things where they ask for that adjustment, and because we had done that before, my response, they know my response, is we've got to get fair value in return.

We've got to get fair value, whatever that is, so that we do it right. We paper it correctly, and that's kind of why you got the proposed exchange. They were trying to pay fair value. Now if not what you feel is fair anymore, and I think that's what you're conveying, then we have to change that process.

Dr. Herring stated this whole thing doesn't happen in a vacuum though. We can't help but consider this without considering this. We can't help but consider this without considering the bridge that was knocked down. We can't help consider this without the lights that were put up before we were asked if they could be put up. It's a whole history of

things that have happened, cause I agree with Greg, and I agree with you, we've done this in the past, and I'm sure that you guys thought we were going to do it again in the past.

We haven't spent \$400,000 of the residents' money on lawsuits that we didn't think we should be involved with. We haven't done that. And when people come back, we're going to have to answer to that.

Mr. Refkin stated we're not turning this down, we're just saying we want more time. I'm sorry, not we, me. There's no we in this thing. Me, what I'm saying is I'm not turning this thing down, I just want more –

Mr. Byal stated I guess I just don't understand if we're willing to pay whatever the proportionate value is for that, if that's the issue, as opposed to trying to do a reverse penal kind of thing, just because.

Dr. Herring stated we don't have a number. Do you have a number?

Mr. Bernard stated you can agree, something like Charlie said, to do this now, and put on the amendment that either you're going to accept the land or the financial consideration.

Mr. Byal stated yes, the financial consideration would be the same amount per square foot that was paid. I mean you can just do a calculation.

Dr. Herring stated just like we don't know what this lake looks like, we don't know what that number is. We may decide, if you give us that number and say it's \$1,000.

Mr. Byal asked how about if we give you the option, you can pick.

Mr. Ward stated look, at the end of the day, you have, in my mind, like three choices. You can either move to table it or to defer it to your September meeting; you can approve it as is; or we can do this convoluted thing I suggested, which is let them go ahead and do the filling piece, but not do any of the land exchange, with the concept that they'll undo whatever gets done in the next 30 days if you choose not to approve it at your next meeting or two meetings from now, whenever you do it. Those to me, are the three ideas that you have with respect to this particular item.

The larger issue is, I can tell you, I won't put anything more on this agenda without backup, without etc., so I mean that's going to be a given at this point. But on this particular item those, to me, are your three things you can do.

Mr. Urbancic stated I think a fourth is you can continue it to another date to a date that's not the public hearing date.

Mr. Ward stated which I'm not recommending.

Mr. Refkin stated well, I'm not going to approve it, so for me personally, I think that we should discuss probably either the fill, or the move to the next month, because I'm not approving it. I'm not voting for it.

Mr. Ward stated so those are your two options then, if you decide you're going to do it that way. And the only reason I'm saying about another date is, I know there's just no way that I will be getting documentation.

Mr. Urbancic stated okay, I just didn't know the size and scope of that meeting. That was the reason I mentioned it.

Dr. Herring stated principle dictates that I don't approve it today either.

Mr. Refkin stated okay, so we're both not approving it, and Doug has to vote too.

Mr. Ward asked so you want to just defer this?

Dr. Herring stated so we defer it till the next meeting.

Mr. Ward stated sure.

Mr. Refkin stated yes, okay.

Dr. Herring stated and, in the meantime, if somebody can come up with a number for what that portion of the lake is worth.

Mr. Urbancic stated we can certainly look up the transaction, and find out what it cost. And that would be one basis to look it up.

Mr. Ward stated instead of deferring it to the next meeting, because I don't know if I'll get the documentation, we'll just defer it, and when I get the documentation, I'll just put it on the next agenda.

Mr. Ballinger stated if you don't get it in time, then it might have to go to the next meeting.

Mr. Refkin asked Doug, what do you think?

Mr. Ballinger asked what do I think? I'm with you all. I think that there's been too many assumptions about what we want to do before we've seen anything.

Dr. Herring stated I want to ask a logistic question, because I know that we can't discuss and of these things outside of this meeting, and that's a real handicap, you

understand that, cause you can't do it. You can convey information to Jim, Jim can speak to us individually, correct?

Mr. Ward stated he can speak to you individually too.

Dr. Herring stated or you can speak to us individually, and that might help us in the future make decisions more expediently. That's one other solution that I can think of, is that we're communicated with individually. I mean we discussed this.

Mr. Refkin asked do we take a vote on this?

Dr. Herring asked do we need to take a vote on this?

Mr. Ward stated yes, just a motion to defer the item would be in order.

On MOTION by Mr. Refkin and seconded by Dr. Herring, with all in favor of deferring consideration of the request by Miromar Development Corporation to transfer approximately 5,600 l.f. of existing lakeshore line located on the east side of Lake 1A back to the developer in exchange for a completed lake located in the Phase III Peninsula development.

Mr. Ward stated and I think what we'll do on a going forward basis, I'll pressure Charlie a lot on this one, but we'll try to get some sort of a procedure put in place that gets us to the point of not having to deal with this ever again. That will take us a couple of months to get it done. But, at the end of the day, we'll try to put something in place. I clearly feel Tim has got the idea of what he needs to do at this point.

Dr. Herring stated I apologize. Mark, you were going to say something before.

Mr. Geschwendt stated I was asked not to speak. If you want to call me, you can.

Mr. Ward stated we'll do that. We'll go ahead and do that for you over the next month or two, probably in a couple months, we'll come up with some way to get this done. I think Tim knows how to deal with this, and I'll spend some more time working with Tim to try to get a better procedure in place for us on a going forward basis.

SIXTH ORDER OF BUSINESS

Consideration of request by Miromar Development Corporation to amend and restate an easement related to the connection to Lakes 5/6, to conform the easement to actual with the waterway.

Mr. Ward stated Charlie, Tim, I don't know what this one is either.

Mr. Urbancic stated I can introduce this one. This is a request by the developer, but I think this one may be comes with a little different flavor. They are selling the Positano parcel, and you guys can correct me if I'm wrong on some of the facts, but I believe I have them. They came up with a bit of an obscure title defect that was raised in the case. It's arguable as to whether it's really an issue that needs to be resolved, but they're taking a step to try to satisfy Old Republic, whose the title insurer in this one.

Essentially, there was a series of easements and agreements out there that had to do with the connections of the lake, and there was an obligation to build the connection to the lake, and to make a long story short, the connection to the lake, and I don't know why this was, was made more narrow than what the easement was created for it. So we have that connection. We own the existing underlying lake body. But I think the argument is that Miromar now holds easement rights off to the side of the canal which were intended for the canal, but the title insurer wants them to try to get rid of that, as does the buyer, so that it's not an encumbrance on the title, because the canal doesn't need to be that wide.

They've requested that, in order to remove the old easements and narrow this down, that they amend and restate the old easement, making it just the canal width, and they've asked us not to necessarily be a signatory to it, but consent to that fact, because we are the ones that actually own and operate the canal at this point. If I'm misstated that let me know, but that's my understanding of what they're asking.

Mr. Krebs stated right, I think that's exactly what it is. When the lake connection channel was transferred, at that time, no one realized or considered the easement that was dedicated to allow that channel was considerably larger. So it's just a request, I think, to take that easement and actually put it where the channel is, and not on the adjacent land to the east or west of it, and just within the boundaries of the channel.

Mr. Cusmano stated so, I guess from my perspective, as long as we have our channel, we can maintain it, and put in those turbidity curtains that we've agreed to in the settlement. I'll defer to you on that.

Mr. Krebs stated right. I mean the channels have riprap on, the east and west side of it. It's stable, it's established. It's definitely owned by the CDD. It's this outstanding easement that was set up they just passed in preparation for that channel, and it just gave a

section that was available, and after it was constructed, it wasn't corrected to restrict it down to where the actual channel was.

Dr. Herring asked where does Lake 5 stop, and like 6 start under that bridge?

Mr. Krebs stated truly, I would say Lake 5 stops at the north shoreline, north of that ridge to where the old shoreline was established. That would be my idea of where.

Dr. Herring asked so is that affected by this at all?

Mr. Krebs stated no. I mean the lake was actually constructed on upland area that was owned by Miromar, so it would have been outside of anything, Lake 5 or 6 at that time.

Mr. Ward asked so where's the maintenance access to this?

Mr. Krebs stated the maintenance access to the channel?

Mr. Ward stated yes. If we're reducing the size of it, how do we get there?

Mr. Krebs stated we have access from Ravenna to the roads that are dedicated there, and we have the right-of-way; actually, it abuts this parcel of land, so we have the right of way access.

Mr. Ballinger stated I have a question. Charlie, we've got this same situation, maybe, back there where that back berm is where the other turbidity curtain would be. Is that not a problem there?

Mr. Krebs stated no, because in the original connection, they only planned for one connection. When Miromar developed the peninsula originally, we did a second connection on the backside that was completely outside of what the agreement, as I understand it, called for. The agreement actually called for this one connection point in the middle. They developed two; the second one isn't encumbered by this easement, so it's just correcting the easement.

Mr. Ballinger stated not on the particular sale of this property, I understand. But I mean that's where a turbidity curtain is going to be on that back part.

Mr. Krebs stated right.

Mr. Ballinger stated that's because that's the only way that water gets into our water.

Mr. Krebs stated correct. In the future, if we needed to put a curtain, you have a curtain at the bridge, and to have a curtain at that back channel.

Mr. Ballinger asked is there an easement, per say, on that other part?

Mr. Krebs stated there's a lake maintenance easement that goes around the edge, so, yes, I mean if we need to get in there, we can travel on the backs of all those lots at any one of the connections where we have a drainage pipe to take anything back in there, and run it across that canal.

Mr. Ballinger stated but that turbidity curtain for that other part it's in play with this settlement agreement or whatever, that that's where it goes, that's where the other one goes.

Mr. Krebs stated right, we can put it anywhere, at the mouth or somewhere in the throat of that back channel. Anywhere where we decide where to put it.

Mr. Ballinger asked but there's no easement problem?

Mr. Krebs stated correct, and there's not an easement problem for this parcel with respect to trying to install that turbidity barrier. The issue is just the original easement is much larger than it needs to be, based on the fact we've now constructed the channel, and it's correcting it down to what is actually the channel.

Mr. Ballinger stated the part that is not declared in the easement, in other words, we're trying to narrow the easement. So the part over there, is that a sold piece of land to the Positano developer?

Mr. Byal stated half of it's in Ravenna, and half of it's on the Positano side.

Dr. Herring asked so no dirt is going to be moved here?

Mr. Krebs stated no, no. And that's what I was saying earlier, on the plans for Positano, everything I've been working on, we're not changing the shoreline at all, we're staying within what's established. So this is just, like Greg was saying, a title issue that you can argue needs to be revised or doesn't need to be revised, depending on how important you see it.

Mr. Urbancic stated and they've asked, out of an abundance of caution, that we consent to it, so we're not even really the ones modifying the easements, because Miromar has the easement. So it's arguable whether we need to be involved, but they've asked us to consent to appease Old Republic.

On MOTION by Dr. Herring and seconded by Mr. Ballinger, with all in favor of approving the request by Miromar Development

Corporation to amend and restate an easement related to the connection to Lakes 5/6, to conform the easement to actual with the waterway.

SEVENTH ORDER OF BUSINESS

Staff Reports

a. Attorney

None

b. District Engineer

None

c. Asset Manager

Mr. Bernard stated you have our monthly report in front of you. Just a couple quick items on median condition, and the median is much improved. If you see the median out in front, I think we've placed it a lot on the side, and we're treating it on a regular basis. It's a 100 percent better than it was, and we're going to stay on top to make sure they keep it up to that quality and standard we want at the entranceway.

Mr. Ballinger stated one question. Did Jim Mercer have something to do with that first group of sod that went out there that was supposed to be like the golf course.

Mr. Bernard stated its Zoysia sod that's out there, it's not the Bermuda.

Mr. Ballinger asked where did that sod come from, do you know?

Mr. Bernard asked where the contractor got that sod from?

Mr. Ballinger stated no.

Mr. Bernard asked who originally put it there?

Mr. Ballinger stated yes, originally, before you were probably ever involved in it.

Mr. Cusmano stated it was probably Estate.

Mr. Ballinger stated the CDD took it on as a property that we would maintain and pay maintenance on. I though Jim Mercer and his company had something to do with that.

Mr. Cusmano asked are we talking about the Ben Hill berm? Is that what we're talking about?

Mr. Krebs stated yes, we're talking about the medians.

Mr. Ballinger stated the median sod.

Mr. Cusmano stated I don't know where it came from, but we entered into a inter local agreement with the County to take on the maintenance, and then we did some work out there, and it got replanted, but I don't know who did that. I assumed we did.

Mr. Krebs stated I thought we did that, because the level of maintenance that the County was going to put out there, versus the level that the Board and the residents wanted to see was night and day. The county would mow it once every two or three weeks.

Mr. Ballinger stated this was a different kind of sod than what we took out of there.

Mr. Krebs stated oh, they had the hay in there.

Dr. Herring stated like what's in front of FGCU.

Mr. Krebs stated yes, exactly, that's exactly what it looked like.

Mr. Bernard stated Alan discussed an issue with me on the berms, from the entrance down, so we're going to check, keep up, see what we can do on getting the top of the berms on the west side down to the college.

Mr. Refkin stated thank you, Bruce.

Mr. Bernard stated on the directional drill project, they were all done with the force main. They sodded inside around by our easement in the inside by the golf course area. What they're doing out there now is for the waterline. They're using that area for stockpiling material and stuff, which they never told us they were going to do when they came in here for the waterline. But they're starting the water line now and, again we maintain the area they're going to put the waterline, so that's going to take them probably, at least, I'd say a month to six weeks to get that water in there going 1,000 foot, so that area is going to be like it is for at least another six weeks to two months.

Mr. Refkin stated they left it out of their presentation, huh?

Mr. Bernard stated yes, they said they didn't realize that we maintain that.

Dr. Herring asked so the back area is acceptable though?

Mr. Bernard stated the back area is sodded already by the golf course, back when you park in the parking lot.

Mr. Cusmano stated it's not acceptable. It still has to be mitigated for all the landscape.

Mr. Bernard stated yes, the landscape on the berm. Their landscaper is supposed to be there today, they say, to start, but he hasn't shown up yet. The last issue is that bulrush,

from the pictures, we've made some holes on the golf course last month while I was down, knock some of the giant bulrush down. We still have some more areas we want to get knocked downtown, so we're going to be working with the contractor to get the remaining areas up by some tee (unintelligible 1:48:20) and back around Sienna, back on our side to get all of that down.

Mr. Refkin asked could they do it on the pond side too?

Mr. Bernard stated we're going to get up on the pond side to get all that.

Mr. Refkin stated I talked to some of the residents, and they can't see the pond from their patio, the bulrushes; they can't see it. I talked to Bill Gard (ph) and he's like, where.

Mr. Cusmano stated well the water quality meeting we had today prior to this meeting, everybody from Florida Wild Life was requested to go, FGCU, the residents, everyone that was at the previous meeting. The only people that were there were the professionals, being Bruce, myself, Charlie, two guys from Lake Master, and Mike Elgin was there, and we discussed going forward on the maintenance. The carp is not coming out. What we're going to do on the testing, on the littoral shelves that are going to go forward, how far we're going to go, and we're going to budget it out.

Just in general, is that we had no public there for the meeting. We advertised it and we know everybody out there got the list.

Dr. Herring stated I have a comment to make. Bravo to you guys for the work you did in the drainage system. In years past, storms, like we've had, those roads would be impossible to navigate, and I think that everything really drained beautifully since you guys cleaned out all those outlets. Any of the residents that I've talked to that aren't here now, that are away, I've told them about it, because they were concerned, what's the street look like. Kudos are in order.

Mr. Bernard stated thank you.

Mr. Refkin stated as long as you're giving kudos, I'd like to make some for Jim and Greg over here following Monday's meeting. These guys did a really, really great job coordinating it and helping us through this very difficult process, so you both should be commended by every resident here for what you did.

Mr. Urbancic stated thank you.

Mr. Ward stated thank you.

Dr. Herring stated one last question about the lakes though.

Mr. Ward stated yes, sir.

Dr. Herring asked you guys worried about the bear that they think swam across the lake? Have you heard about the bear that was in Bellamare? A big, brown bear, big, big, big, big.

Mr. Ballinger asked where?

Dr. Herring stated behind Scott Renden's (ph) house last Wednesday, a week ago Wednesday. There's a picture of it. It's a big brown bear, and can you imagine how it got here other than swim across the lake? You travel this property inside and out.

There were multiple conversations on various topics, all rendered difficult to transcribe due to the numerous persons speaking at once.

Dr. Herring stated you guys had to know about it. They had police over here, and Wild Life, no?

Mr. Byal stated I didn't know.

Mr. Bernard stated it was a regular day.

Dr. Herring asked we're not responsible for wild life control, are we?

Mr. Ward stated no.

d. District Manager

I. Financial Statements for the period ending June 30, 2015

Mr. Ward stated I have nothing for you, unless you have anything else.

EIGHTH ORDER OF BUSINESS


Supervisor's Requests/Audience Comments


Mr. Ward asked Supervisor's requests from the Board?

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Refkin, seconded by Mr. Ballinger, with all in favor of adjourning the meeting at 3:52 p.m.


James P. Ward, Secretary


Mike Hendershot, Chairman