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, November 13, 2014, at 2:00 p.m., at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum were:

Mike Hendershot	Chairman
David Herring	Vice Chairman
Doug Ballinger	Assistant Secretary
Alan Refkin	Assistant Secretary

Also present were:

James Ward	District manager
Greg Urbancic	District Counsel
Paul Cusmano	Calvin Giordano & Associates

Audience:

Mike Elgin	Miromar Development Corporation

FIRST ORDER OF BUSINESS — Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:05 p.m. and the record reflected all members of the Board were present at roll call with the exception of Supervisor Donoho.

SECOND ORDER OF BUSINESS — Administration of Oath of Office for the newly elected Supervisors from the General Election held Tuesday, November 4, 2014.

Mr. Ward stated he was aware that the newly elected supervisors had taken the vote of office from the Supervisor of Elections, noting the oath the District administered was slightly different, so it would done for the record. As a notary in the State of Florida, he was authorized to administer the oath and did so accordingly, after which each newly sworn

Supervisors signed their oath in the two appropriate areas on the document and returned it for entry into the District's record.

THIRD ORDER OF BUSINESS — Consideration of Resolution 2015-1, designating the officers of the District.

Mr. Ward stated, statutorily, the Board could designate its officers when desired, but he usually placed the action on the agenda right after an election. If the Board preferred not to consider Resolution 2015-1, the existing officers would remain as is, or the resolution could be adopted with the existing officers keeping their positions, or the resolution could be adopted with changes in the positions of the officers. At present, Mr. Hendershot was the Board's Chairman and Dr. Herring was the Vice Chairman, with the remaining three Board members as assistant secretaries, and he served as the Board's treasurer and secretary.

Mr. Refkin saw no reason to change the existing positions of Board's officers.

> On MOTION by Dr. Herring and seconded by Mr. Ballinger, with all in favor of approving Resolution 2015-1 with the Board's officer positions remaining as is.

FOURTH ORDER OF BUSINESS — Consideration of Minutes

a. October 9, 2014, Regular Meeting

Mr. Ward asked the Board if there were any changes, corrections or deletions to the subject minutes.

Mr. Hendershot said on page 11, it should Bella Mare, not Bella Maria.

> On MOTION by Mr. Refkin and seconded by Dr. Herring, with all in favor of approving the October 9, 2014, Regular Meeting minutes with the change noted above.

FIFTH ORDER OF BUSINESS — Staff Reports

a. Attorney

Public Records Requests

Mr. Urbancic mentioned recent newspaper articles in Tampa, Miami, etc. pertaining to a business in Florida that made public records requests, and they were called out in the news for doing so to generate attorneys' fees. Their scheme was very obvious and well conceived, as they would make public requests, and if the party did not respond to the request, they filed a lawsuit against them and tried to recover attorneys' fees. The activity was all driven by the plaintiff's law firm. He urged the Board members to stay alert, noting if anything seemed as a public records request, they should immediately contact Mr. Ward or him, and they would deal with the matter. The culprits were targeting specific people, setting quotas to maintain a level of revenue.

Dr. Herring asked how they proved that the public records request had been made to me, as he thought the request had to come in writing or registered mail.

Mr. Ward answered no, as in the past, someone making a public records request would contact the registered agent; for the District that was Mr. Urbancic, or Mr. Ward if they contacted the District's office directly. Both methods had been used in the District, and staff responded and took care of any public records request made. He noted that they have recently expanded the scope of their public records requests to include Board members, the District's attorney, engineer and other consultants working with the District. The bottom line was, if any member of the Board received a public records request, they should forward the request to Mr. Urbancic and/or Mr. Ward, so they could identify the record and supply it accordingly.

Dr. Herring sought clarification as to whether the request could be by telephone, mail or email or any combination of the three.

Mr. Urbancic expected the request to be emailed, but it could be via regular mail.

Dr. Herring questioned what would happen if the request went into the junk mail and was never seen.

Mr. Urbancic stated it would be difficult, but it would be a matter of proving where the initial emailed request went.

Mr. Ward commented that the public records request could not be made with a phone call, as the law required such requests be in writing and sent to the agents of record.

Mr. Urbancic noted he would forward the articles to the Board members, so they could note the names of the persons involved in such activities.

Mr. Ward remarked, in the past, the requests were simple; for example: previous minutes, meetings dates, a particular legal advertisement, etc. However, as many Districts failed to respond to the requests, parties began suing, and now some were taking it further and made making such requests a business.

Mr. Hendershot believed the statute allowed for the collection of attorneys' fees in such instances.

Mr. Ward affirmed the statute did.

Mr. Urbancic concurred, stating the parties involved in the subject activities claimed they were for the people and shared an office with the law firm, and they were present on the premises with the understanding and mission that they were there to help the public and promote the public's cause. The public records law was in place for legitimate purposes, but the subject parties were taking it to a new level.

Consideration of Request by Miromar Development Corporation regarding Plat

Mr. Urbancic stated that he wanted to report that he emailed the Board members the request the District received from Miromar regarding the peninsula and the replatting of that property. It led to some field adjustments that caused some conflicts between where the District's and the developer's property was located. When the developer sought to replat the site, the County rejected the request, stating that when a property was being replatted, the owner had to sign the plat. Their rejection was based on the location the developer wished to replat containing little areas of the District's property. The documents submitted for the replatting by Miromar were sent to the District, asking the Board to authorize the District's joining the developer in the replatting request.

Dr. Herring wished to know when Mr. Urbancic first became aware of the replatting request.

Mr. Urbancic believed he received the information from Miromar the previous Monday or Friday.

Mr. Elgin went through a timeline of what transpired, as well as reviewing the platting process. He stated when Miromar began a development order (DO) process to develop new tracts, they did a boundary survey of the property to be developed and pulled a title on the site, as this was a requirement of the DO submission. They certified the title on May 28, 2014, and that document showed ownership, easements, etc. in addition to all the legal descriptions, and the property in the peninsula showed an exclusive brokerage agreement recorded under a different OR book and page or instrument numbers. This had to do with the Novona tract, and those exclusive brokerage easements were for Miromar Realty to do business with Harbour Side and Ruttenberg Homes.

The other easement that always showed up on all their title work was the lake use agreement, as the area was encumbered by that agreement since the land touched water; at the time of their title search, it did not show the District as an owner. He said in the DO process, they went through a platting process, and this title continued to be attached to their DO submission and/or the plat, noting the plat was submitted within the last 60 days. The county then reviewed the title, all the line work, discussed easements, trying to match them to the DO and reviewed all the language contained in the documents.

He noted on Thursday of the previous week, his engineer sent him an email that stated they received a letter from the County indicating the CDD was a landowner within the boundary provided in the DO request. However, the title did not indicate this, so he directed his staff to research the matter and received two property appraisers' website pages, which he reproduced for the Board in their packet, that clearly showed the CDD did have ownership in that property. They requested an updated title last Friday, but he did not recall if he forwarded the updated title to Mr. Urbancic on the same Friday or the Monday after.

Mr. Hendershot thought the District was the original owner of the lake on the subject site, asking if the District also owned the land as well.

Mr. Elgin replied there were two instruments that conveyed those two pieces of property. The south lake was conveyed to the District in 2001, and it was one of the first conveyances by the developer to the CDD. When Miromar acquired the property, that was a separate legal description that the developer purchased from Alico. He said Miromar took the same property deeded to the developer and transferred the deed to the District. The deeded line that was the south lake never abutted any development property, as Miromar

knew as they developed their property, there could be shoreline amendments, so they would wait to further define that line and convey them under separate tracts via plat dedications and subsequent deeds.

The other piece was one that was conveyed when Miromar dug the lake channel under the original peninsula development in 2006 and, at that time, the subject area connected the dots back to where the existing dedication was located. Subsequent to that time, the developer created a new shoreline, filling in a good portion of the area; it was his decision then and, moving to present day, he acknowledged that the area encumbered two small sections owned by the District. Thus, it was his error that led to the field decision that created the current state of affairs.

He thought the CDD and the developer had a partnership in ongoing changes due to past modifications, and he opined that the net acreage of the area impacted far exceeded the net acreage the developer would provide to the CDD as an offset. Thus, the District neither lost nor gained land.

Mr. Refkin commented the District received no revenue off the small areas of land identified on the subject site, but the CDD had a history of cooperating in such instances, and working with various entities was just part of the normal course of business for the CDD.

Mr. Elgin remarked, from an asset perspective, the trade was that the CDD took assets, and one of the District's larger functions was storm water management systems. Thus, when Miromar transferred that asset, which was the lake, when the developer expanded the area, it was expanding the District's assets in acreage. He pointed out the change would not have affected the District, as the latter had no tax implications due to such activities. Miromar had no tax implications either, as the area was water and open space, so it was not calculated at any rate, but in layman's terms they were still assets.

Mr. Refkin stated there was no cost unless the asset was in such bad shape that the District had to spend money to bring it up to a desired standard; he assumed this was not the case for the subject site.

Dr. Herring commented the Board had to assume the site was not in a bad state, and that the property Miromar was proposing to give to or trade with the CDD would not require expenditures by the CDD to maintain above what was already being done. He told the Board a few years ago he would not rubberstamp anything that was presented to the Board the day

before the document needed to be submitted for approval, as he needed time to conduct his own research. This was his reason for asking for the timeline to determine how long the developer knew of the issue, and when was District staff made aware. He thought the matter fell into the category of almost being a fait accompli, that the developer expected the Board with a little more than a day's notice to make such a decision.

He recalled the last time something of a similar nature took place, the Board was told they had to make arrangements to provide maintenance for a piece of property the District could no longer access, due to the immediate removal of the access bridge.

Mr. Elgin responded as to the timing, stating the Board had been a signatory to the plats on lands dedicated to the District and, as water management systems was part of the District's duties, so the developer's request was nothing new to the Board. Approving the action would not lead to the CDD having to do any future improvements to the site, as the DO the developer sought for the property had to be certified/completed to the satisfaction of Lee County standards prior to Miromar's ability to CC or CO a unit at the site. He stated that the developer had to do it the right way, or they would be unable to sell any of the lots.

He would accept that the developer was dedicating an area to the CDD on a plat, but the dedication did not give the District ownership, as that could only be conveyed in a deed. Thus, if the District had no wish to review its deeds until the developer's certification of the property, after which the deeds would be accepted, he was comfortable with that decision. He was not asking the Board to accept or approve a deed and accept property in the present requested action, and if the Board wished to put policies in place that the developer had to certify land prior to turning it over to the District, this was fine, as it was standard procedure. With regard to maintenance requirements, he thought these in relation to water management systems were still being completed and, for the amount of area being discussed, it was not significant.

He stated the developer's plat was not currently ready for signature, though they were ready to resubmit their DO request to the County, and the title was being updated to reflect questions and concerns, and he was not asking the Board to sign anything at present. He wanted the Board to be made aware that the developer was in the middle of a platting process, and he would be asking the CDD if, whenever the county approved the plat, the Board would become a signatory to that matter, as the District had dedications and

lands that were impacted. If ownership were taken out of the equation and the CDD decided not to accept dedicated water management tracts, then it would be a much larger discussion between the developer and the District, but he was not insinuating that was the District's position.

Dr. Herring commented there might be a need for a different discussion between the District and the Miromar.

Mr. Elgin referred to the District's attorney as to the primary function of the CDD.

Dr, Herring said he had a few comments to make about the subject situation.

Mr. Hendershot wished to know if the Board's authorization of the subject action would affect the District's bond agreements or change any of the asset base.

Mr. Urbancic answered no.

Dr. Herring looked at the subject issue as a business negotiation, again referring to the aforementioned situation of when the District was given very short notice of the developer's plan to destroy the land bridge that allowed the District access to maintain land it purchased from the developer. This caused the District many man-hours of investigation, and could have cost the District hundreds of thousands of dollars to build a bridge at the location. He felt the degree of negotiation that took place was none.

He proposed that the District ask the developer for more; the developer, Miromar Lakes, should agree to maintain the aforementioned land that the District no longer had access to due to the destruction of the bridge in return for agreeing to the developers subject request. He stressed that nothing he said was directed at Mr. Elgin personally.

Mr. Elgin indicated that he respected Dr. Herring's position.

Dr. Herring said the District had given in on many things with the developer in the past, as did the developer, but it appeared the CDD might be in a position to have a gigantic albatross taken off its back.

Mr. Refkin appreciated Dr. Herring's comments, as they tended to bring to mind many factors that other Board members might not have thought of. On the issue at hand, he felt the same way as Dr. Herring did in past discussion with FGCU, as the latter took a lot from the District, but never gave the District anything. The same applied to the District giving away easements here and there to facilitate the needs of a particular entity or

individual. He stated it was the District's duty to protect the residents, and the changes, in the long run seemed, in the big picture, not to affect the residents much.

Mr. Elgin mentioned when developers went through the platting process and dealt only with a master association not a CDD, easement issues did not arise. Such issues occurred in areas where landowners had overlapping properties and aligned interests. On the issue of the monuments mentioned briefly by Dr. Herring, he related what transpired when his property manager, Mike Fagan, did a property inspection, not knowing which entity owned what area. There were ensuing discussions between all parties concerned as to having the HOA handle minor maintenance, such as changing light bulbs, pressure washing, etc., and after a while he thought it might be better for the developer and the District to establish a maintenance agreement.

In an effort of good faith, the discussion centered around which entity was in a better position to take care of the asset, i.e., the monument, and the answer was the HOA for the long term.

Dr. Herring appreciated that Mr. Elgin did not expect anything to happen today, for he could not make such a decision, as he had been given no time to digest the issue, nor had Mr. Cusmano had a chance to investigate the subject area and report his findings to the Board, along with the reasons already stated above. However, in relation to his previous mention of the developer removing the access bridge, this was an opportunity to ask the developer to right a wrong, so this was what he desired.

Mr. Ballinger mentioned there were some persons, like him, who had a problem with the CDD spending over $50,000 a year to maintain the property that was once accessible by the now destroyed bridge, as the area was not enjoyed by the whole community, only those residences across the canal. The feeling was that the CDD was spending money that did not benefit the whole community.

Mr. Elgin spoke on perimeter berms mentioned in the engineer's report as a function of the CDD to secure buffers for the protection of assets, and this was no different than the Ben Hill berms or the median or the I-75 berm the District took care of. It was all part of the CDD's purview, as set up in the engineering report from the onset.

Dr. Herring replied that he was not arguing with these facts, but nobody denied the District access to any of the abovementioned berms other than the developer denying the

CDD access to those berms that the District bought for the purpose of selling that land. He reiterated no one blocked the District from taking care of the berms on I-75, or from taking care of the median in Ben Hill Griffin, but the developer has blocked the District.

Mr. Hendershot remarked it was an added cost to have access to the area since the developer's removal of the access bridge.

Mr. Elgin commented the CDD accepted that berm with a temporary access easement, and when the District signed off on the temporary access easement, it accepted the conditions that berm came with, and there was always a plan for that lake to be continuous without the land bridge. He appreciated and understood that the Board could be upset at the timing and how that situation was handled, By Dr. Herring suggesting that, as part of the negotiations of the subject issue, the actions of the CDD in accepting the abovementioned terms at that time was no longer valid. He encouraged Mr. Urbancic to look at the Board's acceptance of the berm, the maintenance responsibilities, and the temporary access easement to determine if the District's position was legally sufficient.

The acceptance of the berm by the District would have been in '96 or '97, and he believed that there were resident members on the Board at that time, though he was unable to say how many or who they were specifically.

Mr. Hendershot stated he and Mr. Refkin were the first two member residents, and prior to their being on the Board, the membership was comprised only of developer representatives.

Mr. Urbancic reminded the Board that the berm in question was a part of the community, and rather than selling to the District, the land could have gone to the HOA, so one way or another, the residents would be paying for it.

Mr. Elgin pointed out that the developer, while deficit funding the HOA, the developer paid its proportionate share of unbuilt units, so they were the largest landowners present, and to suggest that the developer was not contributing to that maintenance was incorrect.

Dr. Herring agreed with Mr. Ballinger that the berm was a large area that would not benefit the majority of the community, rather it would benefit the developer developing that spit of land, as residents would benefit from the view of beautifully landscaped berms.

Mr. Hendershot noted this was true of all berms to some extent, whether they were located by the golf course, in residential areas, etc.

Mr. Refkin thought there had been some Board discussion about taxing the residents who benefited from that berm.

Dr. Herring stated there was Board discussion about it, but he was unsure if it could be done.

Mr. Elgin thought this was a legal question, and he did not know how to separate the per/unit assessment, so only those residents who benefited directly would be assessed.

Mr. Hendershot stated, regardless of the feature, it added to the potential value of the whole community; for example, the developer would not support the golf course if they did not think that amenity helped sell houses.

Mr. Elgin concurred, stating at the end of the day it was a partnership between the developer, the HOA and the CDD, all of whom had assets, some overlapping.

Dr. Herring remarked that when given the opportunity, the developer decided it was in their best interest to make a particular parcel more commercially viable by knocking down the dirt bridge, and he thought this was not friendly.

Mr. Elgin reiterated that he is not going to argue the timing, that the District understood the temporary nature of the easement right.

Dr. Herring commented the monument issue took years to resolve. Though the District did not resort to such actions as taking down the berm at I-75, or removing the monuments or Miromar Lakes off the monuments, the developer did take down a bridge.

Mr. Hendershot reminded the Board that the developer developed property, and they did what was necessary to do so, so the District should accommodate the developer where possible if it did not affect the CDD materially. He understood Dr. Herring's issue was with the developer's action regarding the bridge, acknowledging that what took place left a bad taste, as no one was aware of the history that Mr. Elgin had when the matter was presented to the Board. It was an additional unbudgeted charge, so it caused a lot of discussion and some ill will, but the Board should be past that.

Mr. Ballinger asked about the size of the property being discussed in terms of acreage.

Mr. Elgin replied it was probably an acre or a little less, noting every water management lake when he did an internal had to be at least one acre, or he could not use it

for water quality. He knew that the tract of land the District was getting was exactly one acre, so the net would be the same.

Dr. Herring asked why the District did not have ownership of the subject lake before.

Mr. Elgin responded the lake was situated in an unplatted area, and he knew there was a potential that he would have to modify it somewhere down the road. There were assets that were part of the water management system that he chose not transfer, as he did not know what future development would unfold.

Dr. Herring observed that all the land along the shoreline might be subject to District ownership eventually.

Mr. Elgin replied that the shoreline would not be modified beyond what it was under the proposed DO order, as after the DOP was granted, the developer would be marketing 11 new lots for sale. Lake 04 had been modified, and he was now proposing to transfer the ownership of the modified lake to the District, noting the adjacent land had never been platted or transferred before. He indicated there were lake tracts in the subject plans that were already dedicated to the District, but the deed for those lake tracts had not been transferred to give the District ownership. The fact that the property had not been deeded to the District was probably delinquent on his end, but it cost the District nothing, and the CDD was not responsible for maintaining the property.

Dr. Herring sought confirmation that because the land had not been developable, the developer paid no fees or taxes on the property.

Mr. Hendershot stated that the developer still had to pay taxes on the property, as their share of debt was based on an estimated total number of lots.

Mr. Elgin remarked that tract 01 was a new dedication.

Mr. Refkin wanted to know what Mr. Elgin required of the Board at present.

Mr. Elgin wished a motion by the Board authorizing the Chairman to be the signatory on the plat, and if the Board desired, the motion could be made subject to the District staff reviewing what he proposed. The District's engineer, Charlie Krebs, was out of town on a week's vacation, and he had yet to look at the documents in the backup. He noted the developer had been through the subject process a number of times with the CDD, and he made similar requests to the Board, so the subject request was no different than the

previous ones. If no authorization could be granted, he would return before the Board in December, and the Board would likely approve the authorization then.

Mr. Ballinger wished to confirm there was no obligation for the District to do any plat improvements, and any such work would be done by the developer.

Mr. Eglin responded that the District had no obligations for construction, and the plat was what it was, it dedicated property and granted easements. He noted the other portion of the process was every one of the new lake tracts had the lake maintenance easement of which the CDD was an easement holder. Thus, the District had easements that were also granted on the plat. He mentioned there was considerable fine print in the backup documents, and he referred the Board to the portion that said, "… dedicates to Miromar Lakes Community Development District as successor and assigns all of tracts 04, 05, 06 for lake water management, storm water management with the responsibility for maintenance."

This was the function of the District and was consistent with every plat. "All drainage easements depicted herein for drainage purposes with responsibility for maintenance. All lake maintenance easements dedicated herein for access to storm water management and drainage facilities for the purpose of performing any and all maintenance activities with responsibility for maintenance, right of ingress and egress over and across tracts R4, R5, B1 and all public utility easements previously depicted wherein." He pointed out this meant the CDD had the right to drive on the developer's roads to get to its assets.

Mr. Cusmano commented the developer would get not COs until everything was complete. When the Mr. Ward hired his company, they did a site walk of that section prior to finishing everything out there. Thus, they had been out there, they saw the property when it was no in COs, and it was not the District's to walk or maintain, but he had pictures from where the area changed, and he could forward those to the Board. He was satisfied that the developer had completed what they were supposed to, received their COs, and they were continuing the wall.

Dr. Herring asked who did the title work on the bridge.

Mr. Elgin responded the bridge was on an unplatted tract that was not within the boundary survey for the subject plat boundary, so it would not show up on that plat boundary under the title, as it was not part of the proposed DO application.

Dr. Herring wished to know how the District was cleaning up the berm that was once accessible by the now destroyed bridge.

Mr. Cusmano replied via a pontoon boat used to access the berm.

Mr. Refkin recalled that $5,000 was allotted for that purpose.

Mr. Cusmano affirmed $5,000 had been budgeted for that work rather than the District spending $250,000 to build a wooden bridge across the weir.

Mr. Hendershot noted access to the berm would be easier when all the roads in Center Place were completed.

Mr. Elgin remarked, per the pending zoning resolution, one of the conditions of that permit was prior to any CC of infrastructure within the Center Place, that road would be in place. Thus, based on the timing of that, the District would have access to the berm via the easement that was granted to FGCU, to which the CDD was a party to provide access to the berm, as structured by the developer to begin with. It was a timing issue.

Mr. Ward summarized that the motion would be for the Board to authorize the Chairman to sign the Unit XIV plat.

Mr. Elgin mentioned previous conversations with District staff, in which the latter asked that the developer have a representative regularly attend the District's Board meetings in order to improve the relationship between the developer and the District. As the partnership between the two entities would be ongoing as the property's development continued, the developer had an obligation to continue to be a good partner with the CDD.

On MOTION by Dr. Herring and seconded by Mr. Refkin, with all in favor of approving authorizing the Chairman to execute the Unit XIV Plat after approval by Staff.

Dr. Herring mentioned in speaking to Ricky Eudaley who attended the meeting of the community representatives, Mr. Eudaley thought the motion Miromar made to have the hearing examiner removed was made by the hearing examiner herself, so the matter had not been adjudicated. He was led to believe that information the District received had already been rejected in detail, though he thought they had 30 days to rule on the matter.

Mr. Urbancic stated it was 30 days to issue an order to show cause, which was done, and the Center Place representatives responded, and the issue was now back in Miromar's

court, and the latter would file a reply or response, whatever the next step to reply was in the civil procedure. Thus, it was still in the pleading process.

Mr. Elgin concurred, stating he provided the voting representative a timeline for that process. Center Place provided a response, and Miromar had a certain amount of time, 14 or 20 days to provide a response, which was due on November 13. At that time, Miromar would be looking for that judge to set a hearing date, at which each party would plead all of their responses or position on the matter, after which there would be a ruling. He said there was a part where Miromar provided a motion at the hearing, that the hearing examiner ruled on denying, and that was just a part of the administration process.

The process had now moved into the legal component; no court date had been set, nor would he anticipate when that date would be set. At that point, he would reconvene the voter's representatives when there was more information, so the situation was presently in that window of time when nothing was happening.

Dr. Herring questioned if there were no implications that something was going on, such as one of Miromar's attorneys recusing themselves from the case.

Mr. Elgin preferred not to discuss such matters.

Mr. Urbancic commented, in terms of the hearing, it took the parties two months to get a 20-minute hearing before the particular judge, and he was unsure if the matter could be resolved in such a short hearing.

Mr. Hendershot stated nothing was being done in the meantime.

Mr. Elgin affirmed this was due to the judge issuing a stay, which meant no other proceedings, reports, etc. was to be done until the matter was resolved.

Mr. Urbancic agreed this was the meaning of the stay. He thought there would be a hearing on the ultimate issues in the case, similar to a trial or evidentiary type of hearing, and he believed it would take several months to get a hearing date.

Mr. Elgin mentioned the developer continued to work with South Florida Management District on the same protections that they sought during the zoning hearing.

Mr. Herring felt sure Mr. Elgin was aware that there had been broadcast emails in which people were incorrectly saying that the developer was not doing anything to fight the matter.

Mr. Elgin commented that the voters representative meeting he held the week before received very good feedback from the voters representatives regarding the factual analysis he distributed, and those would distribute the analysis to the residents. This helped alleviate some of the concerns, and shed light on where in the process the matter currently was. He informed the Board that the developer had been approached as residents returned as to the water quality within Miromar Lakes in general, and some of the residents attributed the condition to the grass carp release, and how much of the exotic and vegetative growth had been naturally dealt with.

The previous Friday a resident requested that FWC representatives who issued that permit should inspect the District's lakes, and Mr. Cusmano had been included in some of those communications. He recommended that the District and the developer work through such matters in the present season as residents brought up questions about the lake and the grass carp. There was a difference of opinion between the skiers and the fishermen, and he recommended that a member of the CDD, just as he did, commit to get involved in some of the ongoing meetings with residents, FWC, and environmental department staff at FGCU to review some of these matters. He had been party to some of that correspondence, as well as Lake Masters and some of the contractors affected by the CDD. He restated his recommendation for a CDD Board member to get involved.

Mr. Ward commented it was not possible for a Board member to attend such meetings, and District staff, not a Board member would continue to attend such meetings.

Mr. Elgin added that he thought for informational purposes this was a situation in which the Board members could be engaged in, but he accepted Mr. Ward's statement that the Board members involvement was not possible.

Mr. Cusmano noted he followed upon emails and spoke with a number of people who had visited the area about the carp, etc., and there was a variety of opinions expressed by the parties involved, so it was unlikely everyone would be happy with the final outcome.

Mr. Elgin remarked the only reason he brought up the matter was the HOA management had taken the brunt of much of the communications as residents expressed their concerns, and copies had been forward to Mr. Cusmano. This was something the Board should be aware of, as the residents knew they were CDD Board members and that

was a function of the CDD, so the Board should be prepared for such communications by the residents.

Mr. Hendershot stated he also told residents the grass carp was the cheapest way to go, as it would be money out of pocket if the Board chose to go in another direction.

Mr. Refkin asked if anything more was heard from the legal representative of Sienna.

Mr. Ward replied no. He too saw some of the correspondence referred to by Mr. Elgin and thought he summarized the situation correctly, agreeing that the parties should be allowed to work out their issues. At some point, the District had to get involved, but at this point in time, there was no reason for the District to come up with a plan. The Board made a decision with respect to the carp, and the District spent some $60,000 to address the problem with the grass carp, and there was no reason to change the decision the Board made at that time, as it was 100 percent the correct decision.

b. District Engineer

None

c. Asset Manager

Mr. Cusmano distributed pictures he took of the ongoing issue of bank erosion in the District and the water cascading off roof drains due to improper installation of the bubblers put in by the HOAs. He was unaware of anyone coming through the CDD requesting how to install them. Once the bubblers were installed, he knew a few of the neighborhoods were recently finished, and some were finished in 2013. He met earlier in the day with people from Tivoli, where they installed the bubblers two years ago, and they stopped the bubblers before they got to the bank. In some cases, they chose a pipe that extended out into the water and put the bubbler in their backyard, now water came down and continued to wash the dirt out. He illustrated the problem via the pictures he distributed to show the erosion.

He explained that Mr. Krebs drafted a letter to be sent to the HOAs, explaining the proper way to install the bubblers and how to correct existing ones. He and his staff would meet with all the HOAs. If they were all as receptive as Tivoli, he anticipated few issues. He indicated the CDD would not get involved in picking a contractor, advising them how to do the work. There were also discussions on putting riprap and stones in there.

Dr. Herring asked if when builders presented plans for building houses around the lakes were the plans reviewed for their existing water management characteristics for the

runoff. He wondered how something like bank erosion took place if the guttering systems for the houses were done appropriately.

Mr. Elgin responded that he did all the design review components, as builders were required to submit site plans and drainage plans, and in many of the pictures he distributed to the Board were of old communities. For the newer communities, he required side yard gutters, as well as closed drainage systems that the downspouts had to drain into, so most of the new peninsula work was done with a new rethinking of how the District's water management worked. South Florida Water Management District relaxed some of their original restrictions, allowing the developer to do a more traditional 50/50, but because of because of the narrow setbacks, he still required that the closed drainage system capture that drain off.

Mr. Cusmano mentioned they did the walk through the MPDS and updated their report, and he met with the storm, and the gentleman sent the District the bid, and staff would be checking all the manholes in the outfalls.

Mr. Hendershot asked why the manholes were being checked.

Mr. Cusmano replied, for instance, if there was a backup at a tee, as this was a storm drain not a sewer drain. They had two vendors who went through the area, broke down the cost to provide the services, and work would commence in December.

d. District Manager

I. Financial statements for the period ending September 30, 2014

No discussion.

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

Mr. Ward stated, as an update, the Board authorized Bill Reagan to proceed with the refinancing of the Series 2003 bonds last month. Mr. Reagan had been working diligently on that issue, and he suspected that this will come together relatively quickly and required significant paperwork. In discussions the previous day, Mr. Reagan indicated we would try to do a delegation award resolution with the Board at its December meeting that would set the parameters for refinancing of the Series 2003 bonds. He said this was a lot of work to

do in an extraordinarily short period of time, so the Board might not get a lot of review time, as between today and the time he produced the agenda, that was less than three weeks.

SEVENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Mr. Refkin, seconded by Dr. Herring, with all in favor of adjourning at 3:33 p.m.

James P. Ward, Secretary

Mike Hendershot, Chairman

OATH OR AFFIRMATION OF OFFICE

I, ALAN REFKIN, a citizen of the State of Florida and of the United States of America, and being an officer of the **Miromar Lakes Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Miromar Lakes Community Development District**, Lee County, Florida.

Alan Refkin
Signature

Printed Name: ALAN REFKIN

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) before me this 13 day of NOVEMBER, 2014, by ALAN REFKIN, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

James P Ward
NOTARY PUBLIC
STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

JAMES P. WARD
Commission # EE 150403
Expires February 26, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

OATH OR AFFIRMATION OF OFFICE

I, Michael L. Hendershot, a citizen of the State of Florida and of the United States of America, and being an officer of the **Miromar Lakes Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Miromar Lakes Community Development District**, Lee County, Florida.

Signature

Printed Name: MICHAEL L. HENDERSHOT

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) before me this 13 day of NOVEMBER, 2014, by MICHAEL HENDERSHOT, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

JAMES P. WARD
Commission # EE 150403
Expires February 20, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Print Name: _____

My Commission Expires: _____

OATH OR AFFIRMATION OF OFFICE

I, Doug Ballinger a citizen of the State of Florida and of the United States of America, and being an officer of the **Miromar Lakes Community Development District** and a recipient of public funds as such officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida, and will faithfully, honestly and impartially discharge the duties devolving upon me as a member of the Board of Supervisors of the **Miromar Lakes Community Development District**, Lee County, Florida.

Doug Ballinger
Signature

Printed Name: Doug Ballinger

STATE OF FLORIDA

COUNTY OF LEE

Sworn to (or affirmed) before me this 13 day of November, 2014, by Doug Ballinger, whose signature appears hereinabove, who is personally known to me or who produced _____ as identification.

James P Ward
NOTARY PUBLIC
STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

JAMES P. WARD
Commission # EE 150403
Expires February 26, 2016
Florida Troy Fain Insurance 800-385-7019