

**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, December 12, 2013, 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  
David Herring  
Burnett Donoho  
Alan Refkin  
Doug Ballinger**

**Chairman  
Vice Chairman  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary**

**Also present were:**

**James Ward  
Greg Urbancic  
Charlie Krebs  
George Keller  
Paul Cusmano  
Alice Carlson**

**District Manager  
District Counsel  
District Engineer  
Calvin Giordano & Associates  
Calvin Giordano & Associates  
AJC Associates**

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes**

- a. **November 14, 2013, Regular Meeting**

<p><b>On MOTION by Dr. Herring and seconded by Mr. Donoho, with all in favor of approving the November 14, 2013, Regular Meeting minutes.</b></p>
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**THIRD ORDER OF BUSINESS**

**Staff Reports**

- a. **Attorney**

No report

**b. Engineer**

No report

**c. Asset Manager**

Mr. Cusmano stated he would go through the storm water items, noting that MRI was completed, including the work on Verona Lago, where they looked at the dry retention areas and observed the needed clearing out. The area appeared overgrown and it was the CDD's responsibility to keep the area clear and would require an additional cost, as over the years the grass and trees that grew in the area prevented water from bubbling up and out. He was unable to complete his report in time for Mr. Ward to include in the backup and, as he had the report with him, he reviewed it for the Board. He showed before and after pictures he took of the area, noting the report included the added cost to bush hog the area, a cost could that should be added into the District's next year's budget.

Mr. Hendershot asked if the cost to bush hog was not included in the District's budgeting of \$300,000 for landscaping, believing the clearing of the subject area was done every other year.

Mr. Ward recalled it as being every other year, but the cost was not included in the landscaping budget, and depending on the cost presented by Mr. Cusmano, there may be some funds available in the District's water management budget.

Dr. Herring inquired how the area came to be so overgrown.

Mr. Cusmano replied, though the District usually cleaned out the dry retention areas every two years, the subject area was located behind trees, and that particular area was missed at the last cutting. The vegetation grew fast due to the constant presence of water, and the additional cost to keep it cleaned out had to be added to the budget.

Dr. Herring questioned how the subject area was not included on a maintenance list for scheduled cleaning out.

Mr. Cusmano spoke with Estate, as they had not cut the area in the last year and a half.

Mr. Hendershot stated he was aware of numerous complaints over the past five years about the overgrowth in the subject area and wondered if the area had been cleared

out every other year as expected, noting it was unlikely to have been a part of Estate's budget.

Mr. Cusmano commented Estate was directed by Mike Elgin to clear out the area every eight months to a year, but they missed the last cutting, as the directive to do the work was not released by Mr. Elgin last year, so Estate cut around the area. He reviewed Estate's contract, and that job was not part of their general contract, always requiring a purchase order amendment to their contract, and the last amendment was two years ago. The work should be added to Estate's contract, and he received two proposals for \$8,300 and for \$9,300 that included bush hogging the area, removing trees, and grading after if required. He received a price from Estate Landscaping to add the work to their contract as a yearly maintenance that would entail about four cuts to keep the growth in check for \$2,700. The proposed costs would be submitted in his next report for addition to the District's budget.

Dr. Herring asked if Mr. Elgin did the work previously as a CDD job or as a developer job.

Mr. Cusmano replied it was a grey area, and he was unsure how the job was billed.

Mr. Refkin asked if the area was located on the CDD's property?

Mr. Cusmano affirmed it was, reviewing the maps contained in the backup.

Mr. Hendershot asked how many other areas required similar maintenance.

Mr. Cusmano remarked on not being able to answer to what work was done before he came to the CDD, but his recommendation to Mr. Ward was for the proper maintenance of the areas annually. As he went through the area and issues came to his attention, he would relay them to the Board along with cost estimates.

Dr. Herring sought clarification as to which entity paid for the work two years prior.

Mr. Ward believed Mr. Elgin was very good at ensuring the work was done, including knowing what level of detail was required at the various areas. If the work was done at an additional cost to what was budgeted in the existing contracts, a purchase order would have been submitted. He did not recall seeing a purchase order to that effect, so either Mr. Elgin had the work done under an existing contract for no additional fee, or he had one of his staff members examine the area to determine if it needed clearing out.

Dr. Herring pointed out the area was CDD property, and it benefited the residents, so keeping it cleared should be a part of the CDD's regular budget.

Dr. Herring wondered if there were other retention areas the CDD should be maintaining.

Mr. Cusmano indicated he was about half way through walking the property, going neighborhood by neighborhood, bank by bank.

Mr. Donoho agreed all the retention areas for which the CDD was responsible for keeping clear should be identified and that cost included in the District's budget.

Dr. Herring asked if there were any retention areas on the golf club side.

Mr. Cusmano said they intended to go over the golf course area, as there was one overgrown area identified by the dumpsters, and he needed to get the various subcontractors to the area to give him an estimate to clear the area, though it was small.

Mr. Ward questioned if the subject areas were storm water grates.

Mr. Cusmano affirmed they were called bubblers.

Mr. Ward assumed the District had a map with all the grates identified, and asked Mr. Krebs to get the map to Mr. Cusmano for him to identify their locations.

Mr. Cusmano stated he had all the drawings and was going over each of them to identify the retention areas, and he would be taking the MRI of the areas with the TV to examine them structure by structure.

Mr. Ward asked if the grates were located in non-lake areas.

Mr. Cusmano affirmed they were in dry retention area.

Mr. Ward inquired if the dry retention areas were on a regular maintenance schedule for drainage, such as what Lake Masters did.

Mr. Cusmano replied the dry retention areas were not under Lake Masters, as the latter handled ponds and lakes that were constantly filled with water. At present, the two overgrown areas he discovered were not being maintained.

Mr. Ward stated Mr. Cusmano should use the maps from Mr. Krebs to identify all the dry retention areas so the cost of their maintenance could be included in the budget.

Dr. Herring commented there were other retention areas that were being maintained, so there appeared to be a previous obligation to maintain the retention areas. This meant some entity was not fulfilling their obligation, so Mr. Cusmano should ask Mr. Elgin about the arrangement.

Mr. Cusmano responded he would have another conversation with Mr. Elgin, but based on his review of Estate's contract, some services were included, while others were left out. The result was that some areas were being maintained and others fell through the cracks; the aim of his present effort was to take care of all the retention areas. His report contained a number of sketches illustrating various landscape issues; for example, in Verona Lago, their banks were covered in pine straw and wind gusts and rain would push them into the storm drains, clogging them. The District needed to consider switching to another type of mulch or raising the grass line higher to keep the pine straw contained.

Dr. Herring stated that we would have an issue if we wanted to change mulch or the color or eliminate it, because of the aesthetic value it provides to the community.

Mr Cusmano moved onto the NPDES, stating they submitted their annual report to Mr. Ward, hiring David at Johnson Engineering to submit the report. He recommended the District put Mr. Johnson on a yearly contract, as he took information from Mr. Ward, Mr. Krebs and him and created a comprehensive report,

Dr. Herring asked if David Johnson Engineering submitted the report initially.

Mr. Ward affirmed he was already under contract with the District.

Mr. Cusmano noted an issue brought up at the meeting he attended with Mr. Johnson was that the District needed to submit reports, which was not being done due to a lack of staffing. He would implement that all vendors under contract with the District had to attend a class that monitored illegal discharges and other activities on the property, and write a report on those findings.

Dr. Herring questioned the ramifications if the District began imposing requirements on its vendors.

Mr. Cusmano responded the reports were beneficial for the District, as they kept him informed as to what was happening on the property, and submitting such information as part of the annual reporting requirement helped with the District not getting audited.

Dr. Herring wondered how other communities were doing, as he was surprised at how sparse the initial filing was, wondering if the District was doing more than was required.

Mr. Cusmano stated other districts had their contractors doing the same thing, the only difference with some communities was they had a maintenance agreement with their overall master association or club association, and they helped with supplying the

information that would be included in the annual reports. The vendors acted as extra eyes and ears for the District, and the class was at no extra cost to the District, rather it would cost each vendor under \$100 for the class. He felt workers from Estate and Lake Masters should take the class, as they were always out in the field around the District and saw issues he might miss. Having the vendors take the class showed the District was proactive.

He next discussed the maintenance bridge, showing the Board large drawings of the back of the CDD property to indicate where he suggested the District install a bridge, as the existing temporary land bridge was being removed. The District was required to provide access to the back of the property, and currently the only two options was through the landowner and the school, or building a bridge across, pointing out various areas where the bridge could be installed. The developer would be removing the existing bridge, as it was not permitted and installed to provide temporary access to the plants, etc.

Mr. Urbancic explained when the bonds were issued, part of the project that was built in for the CDD to acquire when it was set up was the berm along FCCU, and then the berm along the other side of the lake. When the CDD purchased the land from the developer, the temporary land bridge was in place and was the means of access, and the District had an understanding at the time that there would be a problem with access. The District entered into an agreement to buy the assets with a plan to devise a permanent solution for access. He said at a later time, there was the expectation that the roads would be developed on the District's eastern boundary and provide access, but the plans were never realized; as property sales were now on the rise, the access issue had to be resolved.

Mr. Refkin asked if there was any plan when the District purchased the land from the developer that a bridge would be built.

Mr. Urbancic stated there were no plans for a bridge, reiterating the expectation was that the roads would be developed, solving the access issue. The proposed bridge would go from CDD property to CDD property.

Dr. Herring thought the question was where was the District building a bridge to, and was this location worth getting to.

Mr. Cusmano affirmed it was necessary for access to the District's landscaped areas that they might be properly maintained. The question was whether to build the bridge or find other means of access. The landowner from whom access might be granted wished the

District to put its request for access in writing, stating what the District needed, why that route was being selected, and for how long was access needed.

Mr. Refkin asked how wide the existing land bridge was.

Mr. Cusmano replied the land bridge was about 20 feet wide across the water.

Mr. Krebs stated the unpermitted land bridge was left in place to allow access to maintain the nearby berm, and due to the down turn in the economy, an alternate access was never developed.

Mr. Hendershot asked if the District was unable to build the bridge and the property owner would not allow the CDD temporary access, would the subject area become an eyesore to the purchasers of the adjacent lots.

Mr. Donoho answered yes.

Mr. Hendershot wondered if the District was legally obliged to maintain the area.

Mr. Cusmano affirmed it was the District's obligation to maintain the area.

Mr. Urbancic explained the CDD had to maintain the property to a standard that did not put the District out of compliance with county code.

Mr. Hendershot asked what the code requires.

Mr. Ward thought the next best step was to let Mr. Urbancic and Mr. Cusmano continue their discussions with the adjoining property owner, so the District could access the area to maintain it, as this would be free access. Mr. Krebs could then look into the cost to erect some minimal, temporary access to that land area, so the District could continue to maintain the area until it received permitted access.

Mr. Krebs commented Mr. Cusmano and he discussed possible access, exploring alternatives to building a bridge. The problem was where the weir set, the areas were separated their whole length by water, so there was no good access from the west side of the lake to get to the east side of the berm, and the only choice seemed to be to build a bridge, either an open bridge or large box culverts. As this was the main outfall, it was important to have as little in the flow way as possible, so the wood bridge with piles was the less obstructive.

Mr. Refkin asked about the estimated cost of a bridge.

Mr. Cusmano replied an estimate from York to build a temporary bridge was \$180,000, as there was 110 to 120 feet to span.

Mr. Hendershot inquired as to who maintained the property adjacent to the District's berm.

Mr. Cusmano replied that property was not being maintained at present, though it was the responsibility of the owner, it was part of the abandoned Rinker mine.

Mr. Refkin asked if the \$180,000 bridge would be an ornamental bridge or an access bridge.

Mr. Cusmano responded it would be a flat access bridge; he priced out the pouring columns, the culverts, and the bridge, and \$180,000 was half the price of other possible access ways, including the engineering, etc. that had to be done, so this was the easiest fix.

Dr. Herring wanted to know how long the Board was aware of the need to build a bridge.

Mr. Refkin believed the Board did not really know about it, as he had not been told the existing bridge was a temporary construct owned by the developer. Had the Board been so informed, the discussions for alternative access could have begun much earlier.

Dr. Herring asked Mr. Ward how long he knew about the bridge situation.

Mr. Ward recalled recently receiving an email on the matter.

Mr. Urbancic believed the process had been accelerated.

Mr. Krebs stated the only thing the Board had to do at present was to allow the developer to remove the bridge at no cost to the District, then decide on the most feasible access to install.

Dr. Herring inquired if the Board could go on a field trip to look at the area.

Mr. Cusmano remarked he already sent Lake Management and Estate over to the area to do the next month's maintenance early, so that lake was taken care of. Everything was trimmed and/or cut, including the trees, etc. He wanted to concentrate on the future, and Mr. Urbancic and he already opened conversation with the property owner, Equity Properties, to see if they would give the District access, and they appeared open to the idea but required the request in writing from the Board. The time of access could be extended if needed, and in the interim the Board and staff could explore the options for a permanent resolution.

Mr. Refkin observed the maintenance of the berm was for the view of the homeowners that purchased lots in the subject area; it seemed the District was contemplating spending \$180,000, so they could have a nice view.

Mr. Cusmano responded he was focusing on the fact that the District planted vegetation on the berm and the County required the District to maintain the area, and if this was not done, the District would be fined by the County.

Mr. Refkin suggested if the District was unable to build in the area of the berm, the land should be given to FCCU, sparing the District the expense of \$180,000 and the need to maintain the berm, and Estate's budget would eventually decrease.

Mr. Krebs pointed out if the District gave the university the property, they could build on it, and that included the possibility of a parking garage being built up against the lake line, as there was no County requirement for the berm to remain. The berm was fairly wide between 120 to 200 feet, and about ten feet above natural ground; it was built as a visual barrier so residents would not see whatever was on the other side.

Mr. Cusmano reiterated Mr. Urbancic and he would continue speaking to the property owner, and get cost estimates and address the matter at a later time.

Dr. Herring hoped the subject matter would not become a situation where property was handed over to the District only to cost the CDD to maintain it, such as with the monument, and the lighting along the street, as \$180,000 was a significantly larger amount of money. The Board needed sufficient time to explore its options.

Mr. Ward felt the Board need not make any decision immediately, this gets the issue on the table and Mr. Urbancic and Mr. Cusmano should be given time to review the matter.

Mr. Hendershot inquired about the upcoming closing on the weekend.

Mr. Urbancic affirmed the lot would be closing in the coming week, and Mr. Elgin informed him they would have to gear up the equipment to remove the land bridge, noting Mr. Elgin told him the process went more quickly than they anticipated. This was due to the closing being accelerated and the removal of the bridge being brought forward.

Mr. Ward stated getting access from the adjoining property owner appeared to be the quickest, cleanest and no-cost route to go. Thus, Mr. Urbancic and Mr. Cusmano should continue discussions with the property owner to gain temporary access for at least six months to allow the exploration of possible resolutions.

Mr. Krebs believed the developer gave the CDD the land north and south of the land bridge, but Miromar continued to own the temporary land bridge up to where the berm began. When they removed the bridge, he expected the them to write a legal description covering the empty area and turn it over to the CDD, since the District owned and maintained the rest of the lake. Eventually, the developer would leave and the berm would be owned by the master association or the CDD, so the residents would pay for its maintenance one way or another.

Mr. thought whoever bought the lot would have a stipulation that the land bridge should be removed.

**d. District Manager**

**I. Financial Statement – October 30, 2013**

Mr. Ward heard nothing further about the prepayment on the 2003 bonds the Board discussed the previous month, so he would continue to monitor the situation and relay any information he learned to the Board.

**II. Fiscal Year 2014 – Agenda Schedule**

Mr. Ward pointed out a number of items with the agenda schedule, noting the contract for Estate Landscape expired June 2015 and not 2014, so that matter would not be on the February agenda. Regarding Lake Masters, he asked CGA to present to the Board at its February 2014 meeting what actions the District would take, and the budget process would begin later in the year. He mentioned the irrigation system analysis, stating he hoped to have that matter resolved by the end of the 2014 calendar year. He asked Mr. Cusmano and CGA to monitor ongoing items that would be added to the District’s budget for 2015 to keep the Board and him informed as to what items needed to be added to the next fiscal year’s budget, taking into consideration there would be a reduction of some units for 2014.

**FOURTH ORDER OF BUSINESS**

**Supervisor’s Requests/Audience Comments**

Mr. Hendershot asked if Lake Masters sprayed for bugs, such as mosquitoes.

Mr. Ward indicated they did not.

Mr. Hendershot observed there were large quantities of little white flies on the lake.

Mr. Cusmano stated they were call midget flies or cow flies, noting it was a cycle, whereby when the water level was high, it got into the grass where the flies laid their eggs in the damp, then spiders came out to eat the flies that caught in their webs. Due to the additional rain in the District, very little could be done to address the situation. He witnessed other districts spending large sums trying to address the problem, but the flies went away for a short time, only to return with the next rains. Once the temperature drops below 60 or 50 degrees, the flies would start dying off.

Mr. Hendershot asked if there was any update on how the grass carp were doing.

Mr. Cusmano replied he would check and report back to the Board.

Dr. Herring asked if the Board would receive unfiltered, written reports from CGA that the Board could review thoroughly before meetings. He mentioned the Board had not been paid for last month's meeting, which led him to question if the District's bills were being paid on time.

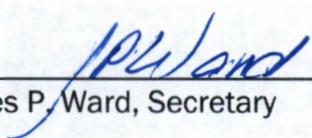
Mr. Cusmano stated that the items he brought up today, he did not include in his report that was submitted to Mr. Ward.

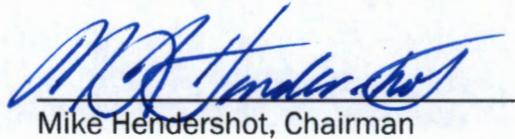
Mr. Ward replied the District's bills were being paid, stating he usually sent a text to his AP clerk after Board meetings, though he periodically forgot, so he would make sure that was rectified after the meeting, and the Board would be paid accordingly.

FITH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Refkin, seconded by Mr. Hendershot, with all in favor of adjourning at 3:04 p.m.

  
James P. Ward, Secretary

  
Mike Hendershot, Chairman