

**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, January 10, 2013**, at **2:00 p.m.**, at the offices of **Miromar Development Corporation, 10801 Corkscrew Road, Suite 305, Estero, Florida 33928.**

Present and constituting a quorum were:

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

Also present were:

James Ward	District Manager
Greg Urbancic	District Counsel
Charlie Krebs	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Ward called the meeting to order at 2:00 p.m. and the record will reflect that all members of the Board are present at roll call with the exception of Supervisor Donoho, who extends to all of you his regrets for not being able to attend today's meeting, he has a long standing prior commitment in Texas.

SECOND ORDER OF BUSINESS

Consideration of Replacement Supervisor for the Balance of the Unexpired Term of Office of the Position Previously Held by Mr. Byal.

Mr. Ward stated item two is basically the continued discussion of a replacement member of the Board. At your last meeting, you had talked about Mr. Ballinger as a replacement. He is with us today. If you choose to replace him, it's by simple motion, a second, and affirmative vote of the three of you, and then after that, I'll take the time and swear him in on the Board.

On MOTION made by Mr. Herring and seconded by Mr. Refkin, with all in favor, accepting Mr. Ballinger as Replacement Supervisor for the Balance of the Unexpired Term of Office of the Position Previously Held by Mr. Byal was approved.

THIRD ORDER OF BUSINESS

Administration of Oath of Office for the Newly elected Supervisor

- a) **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- b) **Membership Obligations and Responsibilities**
- c) **Form 1-Statement of Financial Interests**

Mr. Ward stated Mr. Ballinger, what I'm going to do is I'm going to take a minute, and I'm going to swear you in. For the record, I'm a notary of the state of Florida and authorized to administer this oath, and I'll ask that you repeat after me. Mr. Doug Ballinger was duly sworn. I'll ask that you sign, put your name in the spot just below your signature and at the top of the oath, return it to me. I will notarize it and make it a part of the public records for you. I don't know if you sit on any other boards, but I'm going to assume no for a second. What I'll do is after today's meeting, I will transmit to you two pieces of paper. One is a Form 1, statement of financial interests. You will be required to file that with the Supervisor of Elections here in Lee County within 30 days of today's date.

If you have any questions with respect to it, either Mr. Urbancic or myself will be available to help you through it. It's a relatively simple form; however, here in Florida, the Legislature passed a law a number of years ago that supervisors can fine you for not doing so, so I would encourage you to do that. Then Greg and I will just take a minute and go over the Sunshine Law with you, and that is a law here in Florida which indicates that elected public officials, which is now what you are, must do all of your business at one of these open, noticed public meetings.

You can't talk to other Board members outside of these meetings about a matter which may foreseeably appear before the Board itself. You're welcome to have lunch with them, you can talk about your golf game or your tennis game or your dogs or your kids, but

not on a matter which may foreseeably appear before the Board. If you have a question, the best thing to do is pick up the phone and call either Greg or myself, and we'll help you through it. If you are uncomfortable with that, we suggest that you also bring that up at the next Board meeting that we have.

In these days and times, e-mailed communications are also considered public record, so try to refrain from e-mailing your Board members on any matter which may foreseeably appear before the Board also. Any questions.

Mr. Ward continued, I'll also email to you the Guide to the Sunshine Amendment. It's kind of a cliff notes version of the law itself, so it's a good guide for you to use if you have any questions with respect to it. Frankly, the easiest thing to do is just pick up the phone and call Greg or I. Greg, did you have anything you'd like to add?

Mr. Urbancic stated I think that's a good summary. The only thing I would add is public records, if you think you received anything in connection with District business, then that's a public record. For instance, if a member of the public were to send you an email communication, then that's a public record that you have to preserve. One of the easiest ways is to give a copy to the Manager, but just so you keep your records and District records separately. Keep your things separately. If you're using an email address for District business, you might want to create a separate email address or email account that you just use for District functions. That's always a good thing to do, just keep yourself separate.

Other than that, I'm available for any questions you might have.

Mr. Hendershot asked there is no obligation on Board members to keep records, though, as long as the Manager keeps complete files, is that correct?

Mr. Urbancic stated yes, if he has a copy of all the records, then you don't have to keep records.

Mr. Refkin asked you keep records?

Mr. Ward stated a document that comes to any Board member from my office or from Greg's office.

A male speaker stated I only keep it for a quarter and then I get rid of it.

Mr. Ward stated are all public records anyway.

Mr. Ballinger stated I think I've got your phone number, but your contact information I don't have.

Mr. Urbancic stated I'll give it to you, I'll give you my card.

Dr. Herring stated a question. I read this thing, I don't know how many times last night, and never found the part that says we can't discuss matters outside of this room. Am I missing something?

Mr. Urbancic stated it's in the Sunshine Law.

Dr. Herring stated I thought that that's what this was supposed to be, a synopsis of them.

Mr. Urbancic stated you just can't. Anything that might come before you for action. For example, lake maintenance contract. If there's a lake maintenance contract coming before you guys. Alan and David can't, over lunch at the golf club, talk about how they're going to vote or, hey I went through the proposals, this is what I'm seeing, This is the way I'm leaning. You can't have that discussion. You have to have the discussion here.

Dr. Herring asked but we can have the discussion with you or we could have it with Jim.

Mr. Urbancic stated you can have it with us.

Dr. Herring stated in much the same that Tim would speak to you about things outside meetings?

Mr. Ward stated correct.

Mr. Urbancic stated you just can't use us a liaison. In other words, you can't say, hey, go talk to Mr. Hendershot.

A male speaker stated right.

Mr. Hendershot stated with the litigations that are on-going, do we need a formal record retention policy?

Mr. Ward stated the state actually has a formal record retention policy that we actually go beyond what the law says. But there is a formal records retention policy.

Mr. Hendershot asked we meet all those requirements by letting you keep the complete file. There's no obligation on any of the Board members to retain any records?

Mr. Wards stated no, there's no obligation on your behalf to retain records. That's done by my office. My office actually retains in excess of what the law actually requires, so we have everything. The only thing that I will tell you, is if you get an e-mail communication

that I don't know about, you might want to just forward that to me for the record, but that's about the only thing I can think of.

Dr. Herring stated that would be an email from one of the constituents of Miromar.

Mr. Urbancic stated about public business.

Dr. Herring stated right. I mean if somebody solicits us for any other reason, some outside entity, we don't have to pass that?

Mr. Urbancic stated no, I wouldn't do that as a public record, unless it's specific to our business that we're doing.

Dr. Herring stated one last thing. Have you informed Doug about his obligation to bring lunch for the next six months.

Mr. Ward stated that was the first thing I told him.

Dr. Herring stated I've had food provided by Doug before, and it would be a blessing.

Mr. Ward asked any other questions on the Sunshine Law?

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2013-2 designating an Assistant Secretary of the Board of Supervisors of the Miromar Lakes Community Development District

Mr. Ward stated the resolution is intended to just add Mr. Ballinger as an Assistant Secretary of the Board, so we'll insert his name in section one and, with that, that resolution is in order and recommended.

On MOTION made by Mr. Hendershot and seconded by Mr. Refkin, with all in favor, Resolution 2013-2 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Minutes

a) December 13, 2012, 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.

Dr. Herring stated I have a question. What is your obligation to transcribe the minutes? Do you transcribe every single sound that's uttered?

Mr. Hendershot stated he tries.

Mr. Ward stated if it's inaudible, we don't transcribe it. I kind of try to get as close to a verbatim transcript as we possibly can. Some sounds are completely inaudible, some things are extraneous, which I'll exclude. But, generally speaking, if the transcriptionist, we have an outside company that does this, they kind of do it as if they were a court reporter. So it comes back to me in that format.

Dr. Herring asked is there any time during the course of a meeting that we can say, "This is off the record or that is off the record,"?

Mr. Urbancic stated you really can't, but with that said, legally, you're not required to have a full transcript if you don't want it. You're required to keep minutes, and those minutes have to be a record of the main actions that are taken. But if you want something less than that, you can direct that to be done.

Dr. Herring stated I tried to transcribe this.

Mr. Ward stated well, if you wanted this meeting, you can just say I would like that stricken from this record.

Mr. Hendershot stated the current Manager's style is to inhibit our opening our mouths during the meeting.

Dr. Herring stated and, obviously, it achieved that purpose, because I didn't just say what I just said, did I.

Mr. Ward stated well you can strike. If you want we can strike that from the record.

Mr. Urbancic stated that's not an action. If you want to have that section removed from the minutes, we can do that.

Dr. Herring stated okay, I was just curious.

Mr. Urbancic stated it doesn't pick up contact.

Mr. Ward stated it doesn't pick up that.

Mr. Urbancic stated facial expressions, those kinds of things.

Mr. Ward stated I tend to do a more verbatim transcript, because, I hindsight, when you need it for litigation purposes or need to know something, it just provides; I don't have to

go back and have a bunch of audio files transcribed. This is a really good record for you. But we'll go ahead, if you'd like, we can approve these minutes with those works stricken.

Dr. Herring stated, please, thank you, appreciate it.

Mr. Ward asked is that your motion?

Dr. Herring stated that's my motion.

Mr. Hendershot stated I've got one correct. Page eight, at the next to last paragraph which says, "We are in fact looking out ..." it should be for their interests, it says of their interests. It's probably my West Virginia drawl.

<p>On MOTION made by Mr. Herring and seconded by Mr. Refkin, with all in favor, the Minutes of December 13, 2012, was approved as corrected.</p>

SIXTH ORDER OF BUSINESS

Staff Reports

a. Attorney

Mr. Urbancic stated the only thing I wanted to report is I'm trying to monitor some of the new legislation that's been filed, periodically we look at this. There was some crazy legislation that was filed, I guess it depends on your perspective. The proposed law would allow a member of the public to comment on any action that a board takes. The thought process was anything you put on your agenda would have the right to be commented on, and you couldn't take action on anything else that wasn't on your agenda unless you gave people a chance to comment on it. Hopefully this doesn't get any traction, because I think it's going to make it quite complicated for governments to do business, but you never know. It was one of the first bills that was entered in.

Mr. Ward stated there is one board I have I would love that one to be in place. But that's another subject.

Mr. Hendershot asked each of our meetings are considered public meetings?

Mr. Ward stated yes.

Mr. Urbancic stated yes.

Mr. Ward stated they're advertised and noticed and, as you can see, recorded, and the public is entitled to attend them.

Dr. Herring asked is the agenda published anywhere?

Mr. Ward stated the agenda is not published anywhere. Last year, just to add a little bit to what Greg had said. There is a new state law that requires certain documents to be published in electronic format on websites. The laws says you give them to the County and they do that, which we've done. But I think in next year's budget what I'm going to add a little bit of money to next year is to develop a website that we can actually have our public records on, so I don't have to worry about transmitting that stuff to the to the County and them not doing it or doing it as the case may be. I'm sure that will be in next year's budget when I propose that to you in May.

Mr. Refkin stated that's a good idea, Jim.

Mr. Ward stated so that will give you your public records there, as well as your agenda packages, and that will provide the residents in the community an opportunity to look at all your records if you want.

Dr. Herring asked so that's proposed legislation.

Mr. Urbancic stated just proposed at this point; it hasn't passed, so we'll monitor it and see what happens. I'll let you know if there's anything else, but I thought it was interesting.

Dr. Herring stated I mean the way you just presented it, it seems like that would really cripple us. I mean we couldn't talk about anything unless it was on an agenda.

Mr. Hendershot stated we would have to do more homework.

Mr. Urbancic stated it seems like a trial lawyer's dream, because really it's designed for attorneys' fees, that if you fail to give somebody the right to speak on items, they can sue you and gain their fees. But what do they really get out of it? You don't get anything, so it's an attorney's fee generator, is what it looks like. Other than that, I don't have anything else, unless anyone has any questions for me.

b. Development Manager

c. Engineer

Mr. Krebs stated back a month I met with Mike Elgin and another engineering firm who was working with the County utilities; they're going to be doing some utilities expansion work by (Inaudible) and some other proposed location across from the CDD owned items. This is just kind of like a heads up of what they're planning. I think somewhere in the future,

if this moves forward, you're going to have a presentation by Lee County Utilities and their engineers before the Board to go over those proposals and where they're going to need access and where they're going to need (Inaudible).

A male speaker asked (Inaudible).

Mr. Krebs stated there's already existing a Lee County utility easement that goes almost straight across from the north access road through the golf course. But they're looking at possibly asking for a wider easement, because they want to put in, I believe (Inaudible). They were talking about an open cut versus a directional bore, and because the berm and the landscaping, they were kind of, "Well, you guys really don't know what you're getting into. We better go with a directional bore."

Mr. Refkin stated (Inaudible) because they screwed so badly last time.

Mr. Krebs stated and they're also looking at possibly running down the north access road, so they were just kind of heading us up that these are the locations, who are the parties involved, and I made the comment that you really need to come before the Board and give a presentation, because you're going to be going through CDD-owned lands.

Dr. Herring asked so this isn't going to be one of those things that's done, and then we're asked to approve it after it's done. They're going to wait for us to approve it.

Mr. Krebs stated no, they're in the planning right now. They're in the design and review of all the areas that they're going to be happening, so I would expect them before this even gets on the CIP list to have all of the easements secured, and they're going to work prior. With the exception of possibly the golf course, they already have that easement, but if they want a wider easement, and if they're going to possibly do an open cut, which I think (Inaudible), because if they're going through the golf course and tearing up all his infrastructure, they're going to have come and get approval from us.

Mr. Ballinger asked and the purpose of this?

Mr. Krebs stated just to improve the service to the University and the surrounding University (Inaudible).

Mr. Ballinger (Inaudible) cut back through the first fairway? Is that what they're proposing?

Mr. Krebs stated it is that area between the clubhouse and the driving range or that green area that almost goes straight across from one side to I-75 (Inaudible), it's in that area.

Mr. Hendershot stated it's closer to 9.

Mr. Krebs stated I don't think it affects any real tees, fairways or greens, but it's going to be an obstruction to car paths, (Inaudible) impacted by what they're proposing.

Mr. Hendershot asked can we get them to run a bigger water line at the same time?

Mr. Krebs stated I asked them that question if they were going to be doing any improvements to the water, and they said, no, they have a transition line, they want to (Inaudible), and they've got sufficient from the area. (Inaudible), so they need to upgrade the force main, and this is the way they decided that they're going to do it.

Mr. Hendershot asked they're going to upgrade.

Mr. Krebs stated the plan is to put in a parallel 18-inch force main within that easement or a slightly larger easement, and then they're going to run the 16-inch force main from the north access road all the way down to the main entrance of the University. But they believe that would be in the roadway for existing easements, and then they're going to run utilities north on Ben Hill but, again, they think they will be within existing roadway or easements, so they wouldn't have to impact CDD landscaping. They have to determine all that and then find out what infrastructure they're going to impact in case they park on the easement and get all of that worked out. That will all be done before they (Inaudible).

Mr. Hendershot asked can you get for Doug the CDD map that we did, you know the small one, for reference purposes?

Mr. Krebs asked just to show him the boundaries?

Mr. Hendershot stated showing the boundaries of our CDD in the community.

Mr. Krebs stated yes. If you'll e-mail me, and then I can respond.

Mr. Ward asked anything else, Charlie?

Mr. Krebs stated no, that's it.

Mr. Ward asked questions for Charlie?

d. Manager

I. Discussion of Schedule for Balance of FY 2013

Mr. Ward stated the only one item that I had for today, and I put in your agenda package, is to continue our discussion on the agenda items and what we have coming up, and then kind of take a few moments and do some of the long-range planning issues.

Mr. Hendershot stated the memo is very helpful on this.

Mr. Ward stated good. I'll just go through this by month, and then we'll do the long-range items. In February, we just have a couple of issues that we'll talk to you; one is your audited financial statements should be finished by then. I noticed that the Lake Masters contract we have has conflicting termination dates in it when I was looking at those contracts. I'm sure what we'll do at this point is just bring back to you and extension of that contract for another year or maybe a year and a half, whatever it is, and we can bid it at that point.

We'll get into the field asset management and irrigation system when we do the long-range planning in a few moments, but those are just two items that I'm going to carry on your agenda for whatever number of months it takes to get through them. I think the field assets will take not long, the irrigation system will take some time. Then in March, we'll continue those two items. I do have a personal request for your March date, since I have scheduled a trip out of the state on March 14th, if you all would not mind, if we could move that date back just one day to the 13th, that would be much help to me.

In May and June, we will start the proposed Fiscal Year (FY) 2014 Budget process. 2014 runs from October 1 of this coming year to September 30th of 2014. Our District year is a fiscal year basis, so we will start that process with you at that point. Then in September is when we'll do the public hearing. Then in July and August, we'll continue and finish the final review of the proposed budget, such that when we do the public hearing in September, we'll have all the assessment rates ready to go and in place for the residential community. Contemplating that we would like to try to finish your field operations management either in May or June, because that will affect the budget that we do for 2014.

In September we'll do the public hearing on your budget and the irrigation system acquisition issue. That will then be the end of our fiscal year, and I'll go ahead and then do a new schedule for you for FY 2014 at that point. The unscheduled legal matters are open items that staff knows we have on the table at the moment, but there is nothing ready to come in front of the Board yet for discussion. There is litigation between the developer and

PNC Bank on a parcel of property. Staff has been subpoenaed in the matter, and I think Alice Carlson, who is one of the staff members, has been deposed.

Mr. Hendershot asked developer's staff?

Mr. Ward stated I don't know if developer's staff has or not.

Mr. Urbancic stated a few of them have been deposed already, yes.

Mr. Ward stated I know I've been requested to give a deposition, but it hasn't been scheduled yet, and think Greg has been subpoenaed for a deposition also.

Mr. Urbancic stated yes.

Mr. Ward stated we'll keep you up to speed as we move through that process. The NPDES is mostly in Charlie's ball court, but there is an agreement that we'll transcend both engineering and legal, and that will be brought to you at some point, at least once we're comfortable with making sure that some of the parameters in it are reasonable for you to consider, and once Charlie feels comfortable with whatever discussions they have at that level.

Mr. Ballinger stated I have one question. The NPDES, what is it?

Mr. Ward stated National Pollution Discharge Elimination System. It's a federal requirement that in certain communities throughout the country, when you discharge waters into federal waters, that there have to be a certain cleanliness, for lack of a better term. So there is this laborious process here in Lee County, specifically, that we have to go through to ensure that we meet the requirements of federal law.

Mr. Hendershot asked (Inaudible 25:07) in that area?

Mr. Krebs stated no, I think the communication I had on it with Johnson, a responsive bid has been submitted. I haven't heard anything back from them on their ruling as far as the what with the County to see if we have to get any more additional information. But I think they're still (Inaudible 25:31) working through the system. This is supposed to be Phase II permit, but they haven't really determined what they're going to be doing in Phase II. It kind of crept upon them, so they're basically doing an extension of Phase I.

Mr. Ward stated those are the two matters. Then what we call an open item, which is the dedication of systems and properties from the developer. The developer is developing property. There are certain things that need to be eventually dedicated to the District, so that's always an open item on our project list until the developer finishes development. You

will see this for many years to come. Then on the very back page, we have a couple of major contracts that we have ongoing that eventually they either terminate or can be terminated. With Estate Landscaping, Miromar Development Corporation for the asset management, Lake Masters, our auditors, AJC & Associates, and Johnson Engineering.

Estate Landscaping, its contract termination date is June of 2014, so January or February we'll start the process to bid that project out again. I think we extended it for three years, but we'll either extend it or bid that project out, whatever you want to do at that point. For all of the public road right-of-way landscaping in the District, it's about a \$342,000 a year contract, so that's one of your biggest ones.

For Miromar Development, in the recent years, Miromar has taken over the responsibility of handling what we call the asset management for the District. As a part of your program for February, what I was going to propose to you is that we take a look at outlining what is being done under that contract, and then we'll try to get a couple of proposals from a couple of different firms that provide those kinds of services that are local to this area once we all agree on the scope. Then we'll go ahead and price that out for you, and then bring that back to you, so we can make decision in time to put that in your FY 2014 Budget.

I have had some discussion with the developer. They are certainly fine with doing that and on board with doing that. It will provide to you a little stronger control over the operation and maintenance, as we now have five full Board members that are now elected by residents within the District itself. That separation from the developer, it's been separated a little bit with Tim's leaving the Board itself at this point. We'll handle that that way.

Carl Riggs & Ingram are your auditors; their audit contract expires at the end of the completion of the FY 2012 audit. Once we finish this year and they do that audit, their contract terminates, so kind of the end of this year, we can't extend the auditing contracts; they have to be rebid, pursuant to law, so we'll go through a process of rebidding that and bring that back to you. I have a very strong feeling that number will come down dramatically from what is currently once we go through this rebidding.

AJC & Associates, Alice Carlson provides what we call the maintenance of your assessment rolls here in the District, and she prepares your assessment rolls, certifies them

to the County, does prepayments when people want them. A lot of different ongoing things. That contract is what we call an ongoing contract unless otherwise terminated, so that just stays in place, and her fee is determined pursuant to the budget process on a yearly basis.

Mr. Hendershot stated she was kind enough four years ago or so to come in and make a presentation to the Board about how the whole assessment operation works. I don't know if it's worthwhile having that again.

Mr. Hendershot stated she did an excellent job explaining.

Mr. Hendershot stated yes.

Mr. Ward asked do you want to do that in March?

Mr. Hendershot stated yes, we could do that or part of her contract down here, whatever we want her to do.

Mr. Ward stated well, her contract doesn't actually terminate, so we can just do at any one of the upcoming Board meetings, and I'll go ahead and schedule her either for February or March, depending upon the schedule. Then Johnson Engineering, the District has retained to do some of the coordination of the NPDES work; that's an on-going contract also unless otherwise terminated. I don't see any reason why we would actually change that at this point, especially since they're probably doing 99, if not 100 percent of all the NPDES work here in the County.

Mr. Krebs stated yes, they do all the CDDs, and they've been working on that process as well, and they work with the County on some of their solutions. They really are kind of in the know of everything as far as the NPDES goes.

Dr. Herring asked they're helpful to you?

Mr. Krebs stated yes. I mean I do work with them on other CDDs. Basically, they call us up, they tell us what they need as far as the inventory, how the system works, and we coordinate that with them..

Mr. Ward stated they seem to be very responsive. I've worked with them in years past, and they always seem to be a responsive firm for NPDES work. Then that's pretty much it as far as your major contracts that we have.

Dr. Herring asked did I miss something. Did you skip over Lake Masters? I know you mentioned the fact that it's an open-ended contract, but it might be helpful, especially with a new member, with Doug coming on, to explain what some of these groups actually provide.

Now that we have the carp in the lake, etc., etc., it would be nice to review exactly what they're doing for us for \$103,000 a year.

Mr. Ward stated we'll try to do that probably at an upcoming meeting, where I can kind of layout. Since I know this is a conflicting date contract, and it has to come up at your next meeting anyway, I think what I'll do is I'll put that on the agenda. I'm sure we'll do an extension at this point. But I'll outline their scope of services and the we'll try to get from Charlie and Matt all of the areas that are being maintained, so we have that as part of that discussion also.

Dr. Herring stated yes, I think it will be really helpful, especially with Doug coming on.

Mr. Hendershot stated we were paying separately for the spraying; that wasn't part of the regular contract was it?

Mr. Ward stated yes, it was. The only thing we paid separately for was this grass carp issue, the installation of the grass carp itself. I think they did it, but we paid separately for it, outside of the context of this \$103,000 contract. That was kind of a one-shot deal that we did with the Board's \$50 or \$75,000; it sticks in my head for that. This is the on-going lake spraying that they do. I think, David, since you mentioned that for Lake Masters, since the Estate is probably as big, obviously a much bigger contract, we'll go ahead and do that for that same contract.

Dr. Herring stated sure. That's much more visible; we can see the fruits of their labors. With the lake management, sometimes its invisible. I mean I'm going to bring that up when it comes to our Supervisor's comments. But I don't know that I see them out there, like I see Estate out there every day. I think it will be helpful and healthy to review it.

Mr. Ward stated okay, we can do that. It's a big contract; it's a little under \$9,000 a month, so it's a big contract, and we'll do the scope and the map. This is where the field asset manager really can get into that, because that's the firm or individual that you really look to handle the day-to-day operating responsibilities for those two big contracts.

Mr. Refkin stated he came in here, Lake Masters, and explained what he did that one time.

Mr. Hendershot stated that one time, yes.

Mr. Refkin stated and did a good job. But he couldn't explain the difference as to how much we're spending in chemicals, remember.

Mr. Hendershot stated right, that's why I thought we were paying extra for some of that spraying.

Mr. Ward stated I think he did that before I got here on the grass carp issue.

Mr. Refkin stated yes, it was right before you got here.

Mr. Hendershot stated that's when we were trying to determine what the most economical method was.

Dr. Herring stated I guess I was not as impressed with him as you were.

Mr. Refkin stated it's not that I was impressed with him, it's just that it was sort of interesting to see what he had to say.

Mr. Hendershot stated the alternatives.

Mr. Refkin stated it's so starkly obvious once it's presented.

Mr. Ward stated that's pretty much all I had for you on these issues. We'll go ahead and start to schedule these things for you: February, field asset manager is kind of at the top of my list of things that need to get done. I do want to spend a couple of minutes on this irrigation system issue.

Mr. Hendershot stated yes, that's what I was going to come back to. You used the word acquisition as opposed to donation.

Mr. Ward stated that's the word the statute uses, so that's why I did that. In February, what I'll do is I have a memo that I'm in the process of preparing for you that will outline what the statute says we have to do in the event that this system has to be either donated or acquired, whichever the case may be. It's a kind of a laborious provision.

Mr. Hendershot asked is this a NPDES?

Mr. Ward stated no, I'm talking about your irrigation system, acquisition, donation, whatever we want to call it. The statute is pretty clear on what has to be done. I suspect the statute, if I'm reading that statute, it looks like it's written from a very old statute here in Florida that was just incorporated into our enabling legislation. We'll outline that process for you in February, and then we'll have a discussion on where to go, and who needs to do what once we get into the process of taking a look at that. It's a long process that will take months and months to go through the process of that acquisition or donation, whatever the case may be.

That's pretty much all I had for you on your meeting outline for the balance of this year. It looks like you're pretty full up through the balance of this fiscal year and, as I said, what we'll go ahead and do is redo this schedule in October for you of next year when we get to FY 2013.

Mr. Refkin stated this is well done, Jim, by the way. This is very well done. This tells us what's in front of us, what we're going to discuss, and I think it's well done.

Mr. Ward stated thank you.

Mr. Urbancic asked is there any way that I can convince you guys, since we're going to move that meeting date, can we slide the time a little earlier; I have a conflict that day. I don't know.

Mr. Ward stated sure.

Mr. Refkin stated yes.

A male speaker asked is that the 13th?

Mr. Urbancic stated yes. I have to be somewhere at 2:30, so slightly a little earlier.

Mr. Ward asked do you want to try 12:00 or 1:00?

Mr. Krebs stated I have a conflict up until noon, but if it starts here at noon, I will be available.

Mr. Urbancic stated I don't want to mess up everybody's plan, so even if it's just an hour.

Mr. Ward asked do you want to try one o'clock?

Mr. Urbancic stated or 12:00.

Dr. Herring stated you name it.

Mr. Ward stated let's try 12:00.

Mr. Urbancic stated thank you, I appreciate it.

Mr. Ward stated that's all I actually had for you, unless you had some other questions on the your financial statements.

I. Financial Statement for the Period ending November 30, 2012

Mr. Hendershot asked do you talk to Byal on a regular basis?

Mr. Ward stated yes.

Mr. Hendershot stated to the extent that the developer has any issues or whatever, they would surface through you.

Mr. Ward stated right, it comes either from Tim or from Mike Elgin. I talk to them on a frequent basis. I think Charlie does too, especially when it comes to Mike Elgin and some of the field issues that come up. The discussions I have with Mike are more operations related on how to do something in a CDD versus how to cut grass or whatever that may be. Tim's discussions are a lot higher level, more financial related, more long-range planning, so that's how you kind of how you see the difference within the developer's organization.

Mr. Refkin stated Jim, I have a questions, in the latest Miromar sheet that was mailed to all the residents here, and they're developing the area next to Morano out there, the marina and bocce ball court and all that. To the extent that they're doing that, what's the CDD's involvement in that going out there? Will we have some involvement, will we have.

Mr. Ward asked is this in this CDD, do you know?

Mr. Urbancic stated I don't know if it is.

Mr. Refkin stated I don't know if we have any responsibilities or if something is going to come up there.

Mr. Ward stated I can tell you as soon as I figure out where it is.

Mr. Krebs stated this is Morano where he's talking about, and they're developing this area right here, it's residential, and I can't remember which parcel is the marina, but yes.

Mr. Ward asked one of them is in the CDD?

Mr. Krebs stated it's within the boundaries of the CDD; it's an allowed use in the DRI.

Mr. Ward stated so, generally speaking, if it's within the boundaries of the CDD, Districts generally don't have any responsibility or authority to get into any land use matters or zoning matters or things of that nature. Our responsibility lies simply with the provision of the public infrastructure that might be required for that community.

Mr. Hendershot asked does it pay into that existing bond already?

Mr. Krebs stated no, there are no more construction bonds.

Mr. Ward asked what's the name of it?

Mr. Krebs asked I mean for Miromar Lakes, the construction bonds are gone, right?

A male speaker stated yes, they retired them.

Mr. Ward stated I think, my guess, it's a different question. Let me finish this one first and then I'll get to you. To the extent that there needs to be any financings done for public infrastructure in that community, generally, the developer will come and ask us to

initiate that. If not, then that will fall under this donations and contributions line item that I have here in the agenda. If it's within the CDD, then they are subject to the existing bond issues, the debt service we have on the existing bond issues.

Mr. Hendershot stated the individual lots or whatever, at some point, will be assessed their pro ratta share.

Mr. Ward stated well they are now, they always get assessed now..

Mr. Hendershot stated it's just a move from the developer to the homeowner.

Mr. Ward stated so you'll see that out there, and if they want to do another financing on top of that for specific infrastructure for that community, that could be done through a CDD, but that would be up to their developer to come to us and ask us to do that.

Mr. Hendershot for them to do that, they would make a presentation as to what the infrastructure was going to be that would support the bond.

Mr. Ward stated exactly. From an operational perspective, I'll end up getting a phone call from Tim, this is what we want to do. They'll put the numbers together, and then we'll start that review with you, and we'll put the plan in place on how to assess that community for doing that level of infrastructure. I doubt this developer will want to do that, but that's the way it would work if they wanted it.

Mr. Krebs stated I guess, Jim, you can answer this. We just did this before on some of the lakes that were turned over. If Miromar decided to turn over the new lakes, they will come before the Board with an appraisal and no money was dished out, because all the bond money, they donated that last series of lakes.

Mr. Ward stated if the developer wanted to dedicate a piece of property to the District, generally all you will get is a warranty deed and a legal description, and the Board accepts the warranty deed for the purposes of taking ownership of that property. It comes to you free and clear of all of the encumbrances and taxes that go with it, and it's a pretty simple process. If there's an acquisition associated with it, that's a different story. As Charlie had indicated to you, we don't have any existing bond funds for that, but if there is some desire for the developer to do financings over that particular piece of property for public infrastructure, that's when the financing plan, they'll come to us with: here's what we want to do on a financing plan, and ask for the Board's concurrence to move forward with that process.

Mr. Hendershot stated so if the developer creates a new lake within the CDD, it doesn't come to us automatically with the deed. I mean it's just a perfunctory execution of the deed to confirm property rights we already have, as opposed to any consideration.

Mr. Ward stated right, payment by the District, yes, correct.

Mr. Hendershot stated and it appears an acquisition, that's something above and beyond the water itself or the lake.

Mr. Ward stated right, it could be the acquisition of the lake itself with the underlying fee title to the lake, whatever it may be. But that just comes as a whole financing plan, which might be roads or utilities or lighting.

Mr. Hendershot stated yes, that would be part of a new bond, possibly.

Dr. Herring stated so, I'm going to assume that discussions like that are the things that take place between you and Miromar.

Mr. Ward stated yes.

Dr. Herring asked what is your obligation to bring those discussions to us, so that we know that there's pending projects?

Mr. Ward stated what I would do now is, to the extent that I know something like that is going to appear before you at some point, I'm just going to add it to this memo, and tell you what it is, and it will probably just be as an unscheduled item. With anybody that's coming with an outside item, it might be important, it might not be important, it might end up this month, it might end up six months from now. I'll just schedule it, I'll just put it on here and then I'll know about it. If it's generally just a donation, I don't even know about it till a couple weeks. It's always an emergency. It's always like: oh, we've got to do this now, for whatever reason, so Greg and I, we get our feet wet real quick with that one.

But if they're going to do a financing, if they want to do a financing then, frankly, tend to know about it six months in advance. That's when we would start to tell you about it if we find out about it in the financing but, operationally, we don't find out about them until the last minutes ourselves.

Dr. Herring stated I mean I don't want to give the impression that I'm saying that Miromar has been duplicitous with us or that they've not been our friend; I think they are our friend. But just like what happened with the lighting over there at the FGCA they need to know that that's not going to happen again as well.

Mr. Ward stated I think they clearly know that at this point in time. I don't see any reason why they wouldn't. I think the purpose of trying to change the structure of the District and how we operate it with an asset manager and getting a little more involved, we'll be more privy to knowing that level of detail much sooner than we would normally do that. The FGCA thing, I'll tell you Greg and I didn't know about it until we got asked to stick it on the agenda. It's not to say anything against the developer, that's kind of typical with all developers, because they're so busy, and they just do their thing. But I think we're trying to get information a little more in advance of when that needs to occur, so we can schedule it properly and keep you better informed of it. That's the idea of going through this process.

Mr. Urbancic stated and I can say that I know that they read the minutes, so I can say I'm going to have a talk with the attorney, and he knows that when we have something that's going to come up, we need to have some lead time, so you guys have a chance to review it and digest it. I think that message has been received by them, they understand that.

Mr. Ward stated that's where we are with all of these issues. Any other questions for me?

SEVENTH ORDER OF BUSINESS

**Supervisor's Requests/Audience
Comments**

Dr. Herring asked Supervisor's comment is that what we're up to?

Mr. Ward stated yes, if you're done with that, we're up to Supervisor's requests, yes, sir, Dr. Herring.

Dr. Herring stated well I was going to bring up the thing about the liaison between Miromar, and I think that's been answered. That's the most important thing. My question, it's a two-fold question, having been out on the lake recently, I haven't seen an appreciable improvement since the grass carp were out there. I mean there's still a ton of vegetation growing up. Is Mike keeping up with that?

Mr. Ward stated Mike, yes.

Dr. Herring asked is he ever planning on coming and talking to us about it?

Mr. Ward stated I think we can ask him to come to do that. My personal opinion is I think on a long-range basis, that's one of the issues that I think we need an asset manager to deal with. Grass Carp, I know you're kind of not in growing season at the moment, and those are tiny, little fish, so I suspect it's going to take a year plus before you see results,

just based upon what I've seen in the past from my other Districts. But I think that's something an asset manager will bring to the table when we can get to that point. But, at the moment, I know he keeps on it, because I do get operating questions about it on a regular basis.

Dr. Herring stated so it's my observation that nothing really substantial has taken place.

Mr. Ward stated right, your observation is correct.

Mr. Krebs stated if I remember, Mike said that for like the first six or eight months, you won't see any improvement, because the fish will be, basically, keeping up with what's growing, so it will almost look like (Inaudible).

Mr. Ward stated if you think about it, you have a six-inch fish eating their weight each day, so their ability to eat gets better as the fish get bigger, and they take eight to 12 months to grow to an adult size, so that's when you really start to see them getting ahead of the game versus just keeping up with the game.

Dr. Herring asked can we chemically spray with the fish in the lake?

Mr. Ward stated yes.

Dr. Herring stated since Lake Masters doesn't charge us extra for the chemical spray, can we not ask them to spray to help control (Inaudible) growth?

Mr. Ward stated we can ask them that. I have a feeling they will tell me that's not in their contract, which it isn't by the way, but we can try that. Maybe what would be a better idea, because I think we're all sitting at the table kind of shooting from the hip on this thing, maybe what we'll do is just reschedule that for next month, and I'll ask Mike to attend and talk to you about it personally at this point.

Dr. Herring stated just give us an update, because I was out there when they started putting the fish out, and they are small right now, but I was out in my boat the other day, and in the middle of the big lake, you still have to be really careful where you go.

Mr. Ward stated it doesn't surprise me with grass carp at this point.

Dr. Herring stated you have to really, not maybe quite (Inaudible 50:57), but still you have to watch. Have you been out recently?

Mr. Ballnger stated yes, it seemed to me it was a little better than the times I've been out before. I mean you get your prop caught up in that stuff, you're in a mess. Of course it

wraps around there, and then you've got a real problem getting it off; that's some tough stuff, really tough. I mean it's not like that other grass at all. What is that grass?

Mr. Ward stated Hydrilla.

Mr. Ward stated it's Hydrilla; it's called Hydrilla. I mean the chemicals that are on the market, they're very, very expensive and they have limited success.

Mr. Ballinger stated that's the way that we chose to go is the grass carp.

Mr. Ward stated it was the most cost effective and long term.

Mr. Ballinger stated they've got a lot of feed.

Mr. Ward asked any other Board member's request?

Dr. Herring stated again, I wanted to thank you for the memo. I think it's really helpful for us to be able to plan long term and see the light at the end of the tunnel.

Mr. Ward stated you're welcome.

Mr. Ballinger stated I've not seen this before, but I was very impressed with this.

Mr. Ward asked the agenda package?

Mr. Ballinger stated yes.

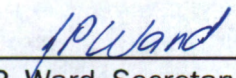
Mr. Ward stated thank you; that's the standard we put out. Any other Board members' questions, comments?

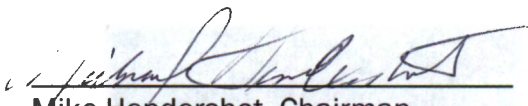
EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Ward stated that's all I had for you, so a motion to adjourn if you have nothing else would be in order.

On MOTION by Mr. Herring,,seconded by Mr. Refkin, with all in favor of adjourning at 3:00 p.m.


James P. Ward, Secretary


Mike Hendershot, Chairman

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 10 day of JANUARY, 2013, 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 _____

