

**MINUTES OF MEETING
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Continued Meeting of the Board of Supervisors of the Miromar Lakes Community Development District was held on Monday, January 22, 2024, at 9:30 a.m. in the Library at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum:

Alan Refkin	Chair
Michael Weber	Vice Chair
Patrick Reidy	Assistant Secretary
Mary LeFevre	Assistant Secretary
Doug Ballinger	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Attorney
Erin Dougherty	General Manager Miromar Lakes Clubhouse

Audience:

All residents' names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 9:30 a.m. He conducted roll call; all Members of the Board were present, constituting a quorum.

SECOND ORDER OF BUSINESS

Continuation of Meeting

Mr. Ward indicated the purpose of today's continued meeting was to discuss an item on last week's Agenda, to review the access drainage utility and lake maintenance easement agreement with the Ravenna Condominium Association.

Mr. Urbancic indicated this was the proposed Easement Agreement, and it was broken down into the access drainage and utility easement component, and the lake maintenance easement component with some ancillary items. He stated in section 2 of the agreement was the primary access drainage and utility easement and it referenced three exhibits which included the internal roadway, the main lake, and the small interior lake. He explained why the CDD needed access to these areas. He noted the Agreement laid out the CDD's maintenance needs and requirements; however, the Ravenna HOA would be responsible for maintenance of the interior lake's lake banks. He noted in subsection D, the District

recognized the Condo Association had docks in the main lake and to the extent that these docks were to be modified, it would need to be cleared with the CDD.

Mr. Mike Weber asked if everyone in Miromar Lakes had the same maintenance restrictions on the docks which were implied by the Agreement.

Mr. Urbancic responded in the negative. He explained the docks in Miromar Lakes preexisted and the CDD did not enter into any easement agreement with the rest of Miromar Lakes. He explained the circumstances of the CDD accepting the facilities not by deed created a different situation.

Mr. Weber stated from a consistency standpoint, this might be overly restrictive.

Mr. Ward stated the issue was not the maintenance of the docks, it was dredging the lake and expanding existing docks; this would need District approval.

Mr. Weber stated he understood dock expansion needing District approval, but not maintenance.

Mr. Urbancic indicated he could take out the general maintenance reference and only require modification approval.

Mr. Pat Reidy agreed it was too restrictive as it was.

Mr. Weber noted the more restrictive the agreement was, the less the Ravenna HOA would like the agreement.

Discussion ensued regarding making sure the agreement was fair and consistent; not wanting the District to be responsible for dock maintenance; and possibly not requiring approval for dock maintenance or modification.

Mr. Ward explained the District owned the underlying fee title to the existing water management system; theoretically, the existing docks in Miromar Lakes could not be expanded in any way without District approval. He stated he felt the sentence should read, "The Association shall not undertake any dredging of the main lake, shall not be permitted to make a modification to the docks, or to increase the number of docks without written approval of the District." He said this way, the Association could do whatever it pleased other than increase the size of the docks or move the docks.

Mr. Urbancic agreed to make these changes.

Ms. Mary LeFevre asked if any resident in Miromar Lakes could buy a Ravenna dock or were the docks strictly for Ravenna residents.

Discussion ensued regarding Bellini renting docks; Bellamare allowing residents to purchase docks; the Ravenna Condo Association owning the Ravenna docks; all neighborhood HOAs owning the docks but allowing residents to use the docks or enabling residents to secure exclusive access to certain docks; nonresidents never being able to secure ownership to any dock in Miromar Lakes.

Mr. Reidy asked if a resident owned one of the docks in Ravenna, would the resident be required to sign this agreement. He stated he guessed Ravenna owned the docks and were leasing, renting, or allowing homeowners to use the docks. He stated Bellini leased its docks to Bellini residents only.

Discussion continued regarding how the individual neighborhoods managed their docks; and the legal implications of a Ravenna resident owning a dock.

Mr. Urbancic stated in the Ravenna Declaration of Condominium, the docks were referenced to be limited common elements. He explained this meant the docks were associated with various units, but he was unsure exactly how the docks were allocated. He stated the condominium association did not necessarily own any property, the condominium association administered the condominium on behalf of the unit owners who each owned an undivided interest in the common elements or had the right to use the limited common elements. He stated the association was able to grant certain easements over common elements of the condominium. He noted this was an unusual situation, but basically the condominium association would be agreeing to an easement and restrictions in a sense over the common elements.

Mr. Weber asked Mr. Erin Dougherty to join the meeting.

Ms. LeFevre asked if any of the Ravenna docks were owned by a resident within Miromar, but outside of Ravenna.

Mr. Dougherty stated he did not know of anyone who had purchased a dock in Ravenna, but he could reach out to Ravenna and confirm this information.

Mr. Urbancic stated he would make the revisions and capture the Board's intent in subsection D. He continued to review the Agreement. He stated in subsection F, under permits, the District was obligating the Association to transfer whatever permits necessary to operate the water management system in the area. He stated section 3, the areas around the lakes, included typical lake maintenance easements and carved out the rights for the District to access the facilities for drainage purposes. He stated the obligation in subsection B was on the Ravenna Association to maintain these areas and not install any landscaping which might interfere with the District's ability to access the facilities. He indicated subsection 4 gave the Association authorization to install a fountain in the interior lake as long as it did not interfere with the operation of the stormwater system. He noted the Association would be responsible for the fountain similar to some of the other fountains where the District granted a license agreement for associations to install fountains in lakes owned by the District. He stated subsection 5 indicated the Ravenna Association would not attempt to levy assessments on the District for the easements. He stated subsection 6 was an indemnity provision to make sure that the District was not responsible for what happened in the lake area, for actions not caused by the District. He noted the rest of the Agreement was standard provisions.

Mr. Weber asked if "interior lake" was the legal description of the detention pond.

Mr. Urbancic responded he was referring to the detention pond when he referred to the "interior lake."

Mr. Weber noted if this was the legal term then he had no arguments, but it was not actually a lake.

Mr. Urbancic noted if Mr. Weber would rather, he could call the interior lake a pond.

Mr. Weber stated he would prefer it be referred to as a detention pond.

Mr. Urbancic indicated he would change the Agreement to say interior detention pond.

Discussion ensued regarding the channel which ran from the main lake; the channel originally being intended to become a marina; the problems encountered when developing the “marina” which prevented it from being completed; where the Ravenna detention pond was located; where the waterway was located; where the rip rap was located; where the docks were located; where the road was located; where the pool was located; and where the easements were located.

Mr. Ward indicated he would have Charlie Krebs prepare a simple color graphic of Ravenna so the Board would be able to locate the different water management system elements.

Mr. Urbancic noted Mr. Krebs might be able to create a master exhibit which could be incorporated into the Agreement which showed where the easement locations were overlaid.

Mr. Ward stated this was an excellent idea as the attachments were difficult to read.

Mr. Urbancic noted he would ask Mr. Krebs and he would incorporate the master exhibit as the first exhibit in the Agreement.

Mr. Ward stated this was an excellent idea as well.

Mr. Weber stated Ravenna would be responsible for maintaining the fountain in the detention pond, and the land around the detention pond; however, the District would be responsible for the water in the lake and the weeds, etc. He noted the District would not be responsible for the shoreline as there was no rip rap in this area.

Mr. Ward stated in general the District had a rule in place for all of Miromar; the District owned the lakes (in normal circumstances) up to the control line, and then had an easement above the control line to the top of the bank. He stated the District’s rule said the District would maintain to the top of the bank for purposes of lake bank restoration, but if an adjoining owner landscaped this area the owner maintained the vertical improvements, and this was consistent throughout Miromar Lakes. He stated the rule was, the District would maintain the lake bank to the extent if there was a washout, or if there were rip rap, but if there were landscaping, irrigation, etc., then Ravenna would maintain the landscaping and irrigation.

Mr. Weber stated in that case, the District would not be doing the lawn maintenance, etc.

Mr. Ward agreed.

Mr. Alan Refkin noted something similar was done in the peninsula where someone needed to landscape in the easement, and the District agreed with the caveat that if the District needed access, it was the homeowner’s responsibility to remove and replace any landscaping which prohibited District access.

Ms. LeFevre stated there was a document online which also laid out the rules and responsibilities of the Associations versus the District.

Mr. Ward agreed. He noted the Agreement was to be viewed in addition to the online document outlining the rules and responsibilities of the Associations and the District.

Mr. Weber asked if the online document should be referenced in the Agreement.

Mr. Ward responded it should not be referenced in the Agreement as the District periodically changed its rules.

Ms. LeFevre noted the District might want to at least mention the online document to Ravenna.

Mr. Weber noted in 2E, 5th line down, there was a scrivener's error.

Mr. Urbancic thanked Mr. Weber.

Ms. LeFevre asked if anything was omitted as this was an easement as opposed to ownership.

Mr. Urbancic responded it was different in the sense that the District did not have fee simple rights, but he was careful, with Mr. Ward's help, to cover any contingencies which might arise, so he could not think of anything else which needed to be included.

Mr. Ward stated the biggest thing, which Ravenna lost, was Ravenna was not transferring liability. He stated he felt this was the biggest loss for an owner doing an easement as opposed to a deed.

Mr. Weber asked Mr. Urbancic to make the necessary modifications and send the document back out to the Board.

Mr. Urbancic stated this would be done.

Mr. Ward noted the revised version would be sent to the Board without Mr. Krebs's map initially.

Discussion ensued regarding exactly what would be changed in the Agreement including section 2D, interior lake changed to detention pond, the scrivener's error, the addition of the master exhibit, and the addition of making the agreement effective upon the permit transfer.

Mr. Weber noted he did not see anything in the Agreement which would prevent Ravenna from wishing to sign the Agreement.

Mr. Ward thanked Mr. Weber for his efforts in regard to this Agreement with Ravenna.

Discussion ensued regarding the remaining neighborhoods which needed to be transferred to the CDD.

The Board thanked Mike Weber.

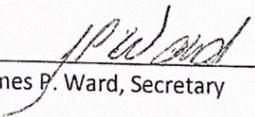
THIRD ORDER OF BUSINESS

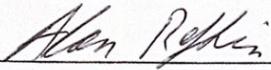
Adjournment

The meeting was adjourned at approximately 10:15 a.m.

On MOTION made by Mary LeFevre, seconded by Doug Ballinger, and with all in favor, the meeting was adjourned.

Miromar Lakes Community Development District


James P. Ward, Secretary


Alan Refkin, Chairman