

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

The Regular Meeting of the Board of Supervisors of Miromar Lakes Community Development District was held on Thursday, March 11, 2021, at 2:00 P.M. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Present and constituting a quorum:

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

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Attorney
Charlie Krebs	District Engineer
Bruce Bernard	Asset Manager

Audience:

Erin Dougherty	HOA Manager
Tom Mayo	FGCU
Dana Hume	Johnson Engineering

All resident's 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.

PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE TRANSCRIBED IN *ITALICS*.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 2:00 p.m. He conducted roll call; all Members of the Board were present constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

February 11, 2021 – Regular Meeting

Mr. Ward asked if there were any corrections or additions to the February 11, 2021 Minutes.

Discussion ensued regarding corrections to the February 11, 2021 Minutes including multiple name corrections, one date correction, and several word corrections.

Mr. Ward asked if there were any additional corrections, additions, or deletions; hearing none, he called for a motion.

On MOTION made by Ms. Mary LeFevre, seconded by Mr. Doug Ballinger, and with all in favor, the February 11, 2021 Regular Meeting Minutes were approved as amended.

THIRD ORDER OF BUSINESS

Consideration of Study

Consideration of a First Time Reserve Study Proposal from Dreux Isaac & Associates

Mr. Ward: The company that submitted this: Dreux Isaac & Associates, I am familiar with and I saw a reserve study they did for an HOA that I happened to have been involved in. I am aware they have done other work for some CDDs across the State. I could not find a lot of communities that they did, but they clearly have done hundreds, if not thousands of HOA reserve studies over the years and my understanding is they also have been retained by the Miromar HOA to do the reserve study for your HOA. I have not seen the study, but that is what I was advised of. They are a very busy firm and will probably not be able to get to this until July or August of this year. That will be the start date. It will be your October or November meeting before you see a first reserve study come out. With that said, you won't have it in time for budget purposes and frankly at this stage it is going to be very difficult to get something done in time for your budget, but based upon what we have talked about, their first-time reserve study fee is \$14,500 dollars and this will be updated on a yearly basis if you would like that to be done, for \$2,900 dollars, which is pretty cheap. Bruce's firm will be finished with the preparation for all of the background work necessary to do the reserve study, and then they will be able to put together a full reserve study for us on a going forward basis. If you would like to do this, and obviously I am recommending you move forward and do it; the timing is a little off, but it is what it is in this business.

Mr. Mike Weber: Two questions: one is, can the budget accommodate the \$14,500 dollars? Mr. Ward responded in the affirmative.

Mr. Weber: The second question is, are there any requirements on us to seek three quotes? Mr. Ward responded in the negative.

Mr. Reidy: For the reserve study, what kind of reservable items are in the property that the CDD owns? I see there is a gross amount of \$45 million dollars of capital assets, of which I think \$13.9 million is land improvements, so what kind of items go in?

Mr. Ward: You have your entire landscaping program in that which was well in excess of \$2- or \$3 million-dollars' worth of assets, plus a portion of the drainage system, lakes, lake banks, lake restoration, work, rip rap to the extent it's damaged during storm events, storm sewers. Those are the primary assets. I don't think you are going to be over \$6 or \$7 million dollars of in-ground infrastructure. Any questions?

Ms. Mary LeFevre: I think we should do it, just to be responsible.

Mr. Greg Urbancic: If we authorize this contract, I would just ask that we do it subject to legal adding a couple provisions of the required by law public records and some eVerify information we have to have in there. We can just do that by an addendum.

On MOTION made by Ms. Mary LeFevre, seconded by Mr. Doug Ballinger, and with all in favor, the First Time Reserve Study Proposal from Dreux Isaac & Associates was approved with the addendum.

FOURTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

Mr. Greg Urbancic: The legislative session has kicked off and we are just monitoring legislation. There are some pending bills that could affect us so we will see how it comes out. One would increase the limits of sovereign immunity, or the limited waiver of sovereign immunity, up to \$500,000 dollars. Currently it is \$200,000 dollars per occurrence, \$300,000 dollars in aggregate. They may raise that to \$500,000 dollars and put an inflation component with it. There was a question by Mr. Weber about the ethics training. There is actually a bill pending that would make special districts have to do that training, but it has failed in some prior sessions, so we will see if it comes back. There are some other bills: Reporting advertising, as we have seen before, to get us away from newspapers, but my guess is it will get down to the final vote and the newspaper lobby will kill it. There are others that change the process for auditing a little bit, but right now they exempt Community Development Districts. I will let you know as we go.

II. District Engineer

a) Florida Gulf Coast University De-Watering request

Mr. Ward: We had a request from Florida Gulf Coast University through Johnson Engineering for some dewatering activities related to the District. I think this was predicated by the regulatory agency wanting a letter from the District with respect to that dewatering activity. I will ask Charlie to go through that with you, and I see we have a representative of Johnson Engineering and FGCU here.

Mr. Charlie Krebs: The University is doing utility drainage improvements for campus growth and the activity is going to require them to dewater in order to put in utility drainage. The idea is they take stormwater into their existing water management system, so the water management system would act as the basin and treat the water prior to discharging. Right now, the discharge for the basin is over here in the corner. What I did was cloud in the general path where water is going to flow as it heads down towards the Estero river. It is all inside the same lower branch of Estero River that Miromar discharges into, but to give you a perspective, the outfall in question is located here. The outfall for Miromar Lakes is located up here. So, they are downstream of our water management system. None of the activities they are doing will adversely affect how our water management system would interact, but the CDD owns these conservation tracts down

here which are a part of the overall flow way for all of the lands that are north of the University. The South Florida Water Management District put us on notice that the activities would cause the CDD to receive water from the FGCU dewatering activities and put us on notice that this was happening and were requesting an acknowledgement that we were so informed. He further explained where the water would go and displayed this on the map.

Mr. Alan Refkin: What period of time would this go on?

Mr. Krebs: He indicated Tom Mayo with FGCU and Dana Hume with Johnson Engineering could provide additional information.

Mr. Dana Hume: The timeframe would be, if approved, it would be submitted to the Water Management District who would issue a permit and then the timeframe would start within a couple of weeks and go for no more than six months. It would start around the end of March. He stated in the worst-case scenario this would last six months and end in September.

Mr. Krebs: But again, they are downstream of our system, so I wouldn't expect any of that water to work back up towards ours.

Mr. Doug Ballinger: It is my understanding we have a problem with things that are happening downstream already which makes the water accumulate up against our dam. It seems the water level on the other side of that should always be lower so there is a place to spillway over it and that level is exactly the same as it is over here. I can't believe that somebody would design that so the water would stay at the same level on the other side of that.

Mr. Dana Hume: When Miromar Lakes was developed at full level out here, which is the mean season water elevation, it was set and determined to be at elevation 18 and GBD. That is almost the point where if you scrape off a couple inches of dirt in the rainy season you are going to start seeing water. Because of that, the whole water management system has been designed so that it equalizes with the flow way. We didn't create an additional head loss to cross over that so it equalizes. You usually don't install flap gates on the control structure to prevent any surge charging in from the downstream systems. That was something that was done pretty frequently in the 1990s and 2000s, but with maintenance on those and with the size of this community that is impractical. He further explained the design of the water management system in this area of Florida and how the rainy season affected the water management system and water elevation levels. He indicated the County was looking to improve the water management system and water flow; however, all of the water management system designs were currently based off the study performed by the County in the 1980s/1990s. He explained the water from the dewatering program would continue downstream, not come upstream into Miromar Lakes. He explained it was the same as when Miromar Lakes had dewatering during construction; the water would be discharged into the lake and would work its way through the system at no higher rate of flow than was permitted. He stated adding water to the system did not increase the rate which water was allowed to flow through.

Mr. Ballinger: Then there is no danger of that backing up into us? When we had Harvey rains and Irma rains, it got way up on that beach.

Mr. Krebs: Right, but when you're talking about Irma you are talking about a 100-year storm event. The systems are designed to handle up to a 25-year three-day storm event. After that, based on the South Florida rules, all rules are off. You can discharge more than you are allowed once you get above that 25-year elevation. The problem is with both of those when it came to what we saw in the community, the lake staged right up to that 25-year elevation. We never really exceeded that elevation long enough for the community to kick up, but the downside is, the water stayed in the flow way for a very long time because all that has to funnel back down towards the Estero River. This community being a newer community your elevations are such that you actually weather the storm better than other parts of Estero.

Mr. Refkin: The water coming from FGCU (indecipherable), if that is additional water coming into our system (indecipherable)

AUDIO DROPPED FROM THE MEETING FOR APPROXIMATELY TWO MINUTES.

Ms. LeFevre: This leveling effect of the water table, it's going to be there no matter what. This addition will have absolutely no impact on that. Is that a correct statement?

Mr. Krebs: I see this being of very little impact. They have a maximum discharge that they are allowed to pump out and they cannot exceed that amount. What they are going to be doing, running it through their own system and being located south of our community, I don't see that as being a negative impact to Miromar Lakes.

Ms. LeFevre: Can silt get in the mitigation area from the discharge?

Mr. Krebs: That's what they have to protect against. Their water management system is going to act as the sediment basin to pull those out of it. There is a condition in South Florida that you are allowed to discharge a certain amount of turbid water. If they were to exceed that at any point, they would have to stop dewatering until it was cleaned up and then file a report to South Florida. Based on typical water management systems and typical dewatering activity, I wouldn't expect to have very turbid water coming out of the system. Are you guys using Kelly wells to do this or are you going to open trench the water?

Mr. Hume: We have Kelly wells.

Mr. Ward asked for clarification.

Mr. Krebs: What I asked Dana was if they were using Kelly wells. If you have ever seen it, that's where they drill down adjacent to where the work is and pull the water out. Typically, that has a much cleaner ground water that gets discharged with very little sediment involved versus trench excavation. There are silt barriers that have to be installed to prevent turbidity from going down based on South Florida regulations. So again, if it were happening inside Miromar Lakes, and we were doing the same thing, it would stop that water from going out and make sure the discharge would be below the required levels.

Mr. Weber: Do you think there is any reason why you should not do this? Is there any liability? Are there any concerns we should have?

Mr. Krebs: I can't based on their location. If they were north and east of us that would have a greater impact on our system and I would have concerns but because they are south and west, they are already a part of the flow way and I do not.

Mr. Bruce Bernard asked if the CDD could obtain assurance that if there were a sediment buildup due to the FGCU dewatering event in the mitigation area that FGCU would clean up any such buildup. He asked if there could be an inspection to determine the condition of the mitigation area prior to the start of the dewatering event, and an inspection of the mitigation area upon completion of the dewatering event, to ensure the mitigation area was in pre-dewatering event condition.

Mr. Ward: I want to go back to Mike's question. The direct answer to the question is, if we are being requested to approve this or sign off on this, there is potential that we may have liability if something happens, period, paragraph ended, irrespective of what may or may not happen in real life. So, yeah, we have liability here and that obviously is a concern that I have.

Ms. LeFevre: Do we have the power to stop this?

Mr. Ward: They are not inside the District, so we do not have the power to stop it. We are being asked to sign off on it.

Ms. LeFevre: If we don't?

Mr. Ward: I don't know what happens.

Mr. Ballinger: There is not a hold harmless clause that you could add to that?

Mr. Ward: This is the University. I'm not sure how much a hold harmless agreement would really benefit this District.

Mr. Alan Refkin: I think what Bruce said is reasonable. I will go back to the last thing we had with the University when they cut a trench from the golf course, went across Ben Hill Griffin, tore out some of the trees and stood in front of this Board and said, "We are going to put it all back to the way it was." Well, you didn't. End of story. I think that what Bruce is saying is necessary because we just want it back to the original way it was. All I know is the last time FGCU stood in front of me here that didn't happen. I just want some assurance that the way we left it is the way it's going to be when it's returned to us. However that can be crafted by Greg so that the way it is in the beginning before the flow and at the very end when it is turned back to Miromar, as Bruce says, it will be returned to us in the shape it was in before this process began.

Mr. Urbancic: Okay. Charlie, if there is a letter agreement to address Allen's concern or something that we can put together, would they give us that assurance? That's sort of what I would recommend in this particular context.

Mr. Charlie Krebs: Tom with FGCU is shaking his head yes.

Mr. Reidy: Can the University issue a hold harmless? I don't want to stop the University from doing what they need to do. But I also think it is very reasonable that because this is south of us

(indecipherable). I see within the package that someone drafted some type of acknowledgement, and at the end they talk about the turbidity not exceeding 29, and the only addition I see is, if it's possible, to get a hold harmless. If you are saying we are facing liability, there is always that out there. Can the University issue a hold harmless?

Mr. Ward: I don't know. We can ask the question though for sure.

Mr. Urbancic: It may not be a hold harmless per se. An indemnification for governmental entities can be a problem, but I think at least we can say, as to the extent that there is damage to our property, or they damaged something, that they are going to restore it to the condition that it existed previously, and I think that's the general concept that Mr. Refkin was trying to get across.

Mr. Ward: I think, Greg, the point was before, when we dealt with FGCU on a similar issue, that it didn't occur. So, it's always a problem.

Mr. Urbancic: I think some of that was the County too because they interpreted "like kind landscaping" to be the same species and not necessarily the same size. That was one of the big issues we had.

Mr. _____34:45: (indecipherable)

Mr. Ward: Or alternatively we can defer this for a month and work out whatever the details are and then bring it back to you.

Mr. Reidy: I would suggest, in this document on page 3 of that section. I don't know who drafted this but if I am understanding it correctly, it is protecting Miromar Lakes should the turbidity get above this 29 NTU. The only thing I see adding to it possibly like Greg said, is if there is damage to our property.

Mr. Ward: I will give you the genesis of the letter. The letter was originally a request from South Florida for the district to approve this permit so they could go forward. Charlie and I modified that original letter to what it says here and all it is really doing is requesting South Florida Water Management District to ensure there is a way for FGCU to be held to the fire if their turbidity exceeds the levels. It doesn't do anything more than that.

Mr. Reidy: I understand. I would do this and then maybe add something about damage to our property will address the issue of liability. I don't necessarily want to hold them up a month.

Mr. Ward: I think if you want to address the issue of liability and the other issues I am hearing, it is best that we do that in a separate letter agreement between the two parties. This is just something that needs to go to South Florida Water Management District.

Ms. LeFevre: Can we make a motion that the document, the separate agreement, be done and upon completion of that separate agreement the Board would sign this?

Mr. Ward: Yes.

On MOTION made by Ms. Mary LeFevre, seconded by Mr. Doug Ballinger, and with all in favor, it was agreed the Florida Gulf Coast University dewatering agreement would be signed upon completion of a separate letter agreement between FGCU and the Miromar Lakes CDD.

Mr. Reidy: I would like to see the University be able to move forward as soon as reasonably possible.

Mr. Ward: Okay.

III. Asset Manager

a) Operations Report April 1, 2021

Mr. Bruce Bernard: Lake bank restoration is almost completed in the Cove; the installation of bags, and then sodding it. We finished siding over in St. Moritz and are completing rip rap installation in Volterra and Ana Capri neighborhoods and lake banks. Over at Valencia now there is about 1,500 more linear feet to complete. For stormwater, the company MRI has completed Phase III of our stormwater management program for this year. In the last three years we cleaned everything that needed to be cleaned in every development, and next year we will start over again with Phase I of that same program. Our firm is working diligently on the reserves, calculating the assets for the landscaping and the engineering portion, and will get it over to Jim for review hopefully by the end of next week.

Ms. LeFevre: Any updates on the landscaping?

Mr. Bernard: We had an independent vendor to go out and give us a price, no one that I've worked with before (indecipherable).

Mr. Weber: (indecipherable) in the previous meeting the (indecipherable).

Mr. Refkin: Erin, let's bring you into the light here a little bit. The Board has a concern that the landscaping responsibilities that Miromar took over that the CDD had, really has not been done well. Specifically, when Miromar CDD had responsibility for that, Miromar would come to us and if there was a bald patch outside the entrance it would say "you need to get that straight." They were very attentive to making sure that the – and that attentiveness has gone away. The condition that we turned it over in, in our estimation has deteriorated. Since it is our responsibility, we are just trying to figure out what Miromar is going to do and have a discussion about what Miromar is going to do to get it back up to even the standard that we turned it over to them at, because it's not. It has deteriorated substantially.

Mr. Erin Dougherty: (indecipherable)

Mr. Refkin: Listen, we shouldn't be making you aware of the area. You guys got it. We don't have it. The same thing as when we had it. You have it all. We are not going to say "do this, this, and this" even though that's what Miromar did to us because frankly we don't see all the

areas all the time. Okay? We just expect it to – I mean you (not you personally, but Miromar) have this whole thing. So we expect it to be maintained to at least the standard that we turned it over at and it's not. It has deteriorated substantially, that's a concern to the CDD Board.

Mr. Ballinger: Has there been any further communication with Ravenna?

Mr. Ward: I have not heard a word.

Ms. LeFevre: Do you know if the team there, the Board, has changed?

Mr. Ballinger: The Board supposedly changed in February. That's the reason why I was asking.

Mr. Ward: I have not heard at all. But if anybody knows who the new Board is, if you want to give me some contact information, I will be happy to reach out to them.

Mr. Ballinger: I think Rose Hendershots (ph) is on that Board. I have her contact information.

Mr. Ward: After the meeting I will get that from you and will get in contact with Rose.

IV. District Manager

a) Financial Statements for period ending February 28, 2020 (unaudited)

Mr. Ward: I will just mention, once Bruce finishes the analysis of the landscaping, I will finish the Fiscal Year 2022 Budget with the landscaping in it so we will be able to look at it going forward for Fiscal Year 2022. Depending upon when he gets that to me, I may have it for your next meeting, or it may be at the meeting after that, but we still have plenty of time.

Mr. Reidy: Is there a site plan or some type of plan that I can look at that shows what Miromar and what the CDD owns? For example, in your letter you refer to Lakes 6g, 6i and 6j. I have no idea what that means. My question is I have tried to go online and I see a plan that has an outline of the border, but we have \$40 some million dollars in assets and most of it is land, but I don't know what that entails?

Mr. Bernard: Are the maps up on the website?

Mr. Ward: I don't remember. We did that a year ago or two years ago.

Mr. Reidy: Maybe they are, and I am not looking in the right place.

Discussion ensued regarding the maps and where to find said maps. Mr. Krebs indicated he would provide the maps.

FIFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Ward asked if there were any Supervisor's requests; there were none. He asked if there were any audience comments; there were none.

SIXTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 2:47 p.m.

**On MOTION made by Ms. Mary LeFevre, seconded by Mr. Alan Refkin,
and with all in favor, the meeting was adjourned.**

Miromar Lakes Community Development District


James P. Ward, Secretary


Alan Refkin, Chairman