

**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, August 11, 2022, at 2:00 p.m. at the Library in 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
John Baker	District Engineer
Bruce Bernard	Asset Manager

**Audience:**

Erin Dougherty

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.

**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**

**July 14, 2022 – Regular Meeting Minutes**

Mr. Ward asked if there were any additions, deletions, or corrections for the Minutes.

Mr. Weber noted his name was misspelled in a few locations.

Mr. Reidy asked about Mr. Urbancic’s reference to a “draft” Landscaping Maintenance agreement between the HOA and the CDD. He stated he thought the agreement was final, not a draft.

Mr. Greg Urbancic stated Miromar had not agreed to the final version of the agreement; therefore, draft was correct. He indicated Miromar was still reviewing the agreement; the agreement was not finalized.

Mr. Reidy stated the CDD had an agreement in place with the HOA which indicated in case of a hurricane, the HOA would be responsible for fixing the landscaping, cleaning up the landscaping, etc.

Mr. Ward asked if the original agreement between the CDD and HOA was still in place.

Mr. Urbancic responded in the affirmative.

Mr. Ward noted the original agreement indicated the HOA was going to do the maintenance and implied the HOA would be responsible for hurricane damage. He noted in his experience with other projects when larger capital expenditures arose, HOAs have turned around and said, "that was not contemplated under the agreement because it was not clear," so Mr. Urbancic redrafted the agreement to make the issue of the HOA being responsible for damage from hurricanes or other disasters clear in the agreement and required the HOA to set aside reserves for this purpose. He stated Miromar HOA said no to this.

Mr. Reidy asked for a copy of the current signed agreement.

Mr. Ward indicated he would provide this.

Mr. Reidy stated he thought the HOA was balking at the idea of setting aside reserves, not covering storm damage to landscaping.

Mr. Urbancic stated essentially the existing agreement indicated the HOA was responsible for, at their sole cost, maintaining, repairing, or replacing landscaping. He stated when the agreement was amended, it was made clear that if there was storm damage, the HOA would be responsible for replacing and repairing landscaping, along with a reserve funding provision.

Mr. Ward stated he and Mr. Urbancic felt the current agreement was not clear enough and there was room for the HOA to come back to the CDD in the event of a storm and say it would not take care of the landscaping restoration which was why the agreement was amended.

Mr. Alan Refkin indicated he believed Tim was clear about what exactly the HOA would do in a storm situation and Tim's statements could be referred to in previous minutes' records.

Mr. Urbancic agreed. He stated the existing agreement indicated the HOA would "maintain, repair and replace." He stated the language in the amended agreement said the CDD desired to confirm the obligation of maintain, repair, and replace and clarified the obligation to repair and replace the landscaping if it were damaged or destroyed in a weather event. He stated the agreement was not changing anything exactly; it was adding clarification to ensure there was no misunderstanding when the HOA transferred over to the residents.

Mr. Refkin stated he felt the only point of contention was the provision for a reserve fund; the HOA and CDD agreed about the repair and replacement of landscaping in a storm event.

Mr. Ward asked if there were any other changes to the Minutes; hearing none, he called for a motion to approve the Minutes as amended.

**On MOTION made by Ms. Mary LeFevre, seconded by Mr. Mike Weber, and with all in favor, the July 14, 2022, Regular Meeting Minutes were approved as amended.**

### **THIRD ORDER OF BUSINESS**

### **Consideration of Interlocal Agreement**

#### **Consideration and approval in substantial form of the Interlocal Cost Sharing Agreement between Miromar Lakes Community Development District and the Esplanade Lake Club Community Development District**

Mr. Ward stated the Interlocal Cost Sharing Agreement was for the fishery program. He stated the Esplanade Lake Club CDD approved this agreement today. He stated essentially the Agreement indicated each year, on or before April 1, both Districts would propose the plan for the ensuing fiscal year for the fishery program. He stated both Districts would agree to the plan and budget for the monies necessary. He stated the agreement required each District to engage the contractor with separate contracts to ensure separate invoices for each party. He noted cost allocation would be divided according to the number of units in each District. He stated the term of the contract ran through September 30, 2027, would renew automatically for a successive five years, and either party could terminate the agreement with 90 days' notice. He indicated the rest of the agreement was fairly standard.

Mr. Urbancic agreed stating the Districts would cooperate on an annual basis and allocate the agreed upon costs based upon unit counts. He noted the unit counts could change as the Districts developed.

Mr. Weber asked whether the Plan recommended by Solitude should be attached to this Agreement.

Mr. Ward stated it was not attached as it was not required to be attached. He noted the plan was intended to change every 12 months and the Plan provided by Solitude was more of a broad overview.

Mr. Urbancic stated all interlocal agreements had to be recorded by statute and he did not feel it was necessary to include that information in the public record, especially when the agreements would roll on a year-by-year basis.

Ms. Mary LeFevre asked if having this done on April 1 every year would provide enough time to prepare the budget.

Mr. Ward responded in the affirmative.

Mr. Reidy stated this was a straightforward agreement and the cost sharing was fair based upon the number of units.

Mr. Ward agreed. He noted Esplanade was controlled by the developer but was happy to cooperate with the Miromar Lakes District. He stated Esplanade's only request was for the contractor to be a true professional and the work be scientifically supported.

**On MOTION made by Mr. Alan Refkin, seconded by Mr. Doug Ballinger, and with all in favor, the Interlocal Cost Sharing Agreement between Miromar Lakes Community Development District and the Esplanade Lake Club Community Development District was approved in substantial form.**

#### **FOURTH ORDER OF BUSINESS**

#### **Staff Reports**

##### **I. District Attorney**

No report.

##### **II. District Engineer**

No report.

##### **III. Asset Manager**

###### **a) Operations Report August 1, 2022**

###### **b) Waterway Inspection Report July 2022**

Mr. Bruce Bernard indicated next month he would have a report on the cane toad traps, additional lake plantings, and carp. He stated Solitude would be performing an apple snail treatment next week.

Mr. Ballinger stated he reviewed the Solitude Report and felt it was very well done.

Mr. Bernard agreed and discussed the Solitude Report. He noted an updated report would be available every three months from Solitude regarding the progress. He reported the stormwater contractors would be finished cleaning the stormwater basins next month. He displayed and discussed different cane toad traps noting both types of traps required weekly monitoring. He noted seven of the smaller traps could be purchased for the price of one of the larger traps. He stated the traps would be visible (under shrubberies and such) and the community would need to be alerted to the presence of the traps. He stated trap monitoring could be done while the cane toad contractors were onsite and would not be an additional cost.

Mr. Weber indicated he saw thousands of penny sized cane toads on his morning walk near the pond behind Vivaldi. He recommended traps be placed in this area.

Mr. Bernard stated the cane toad contractors were present two to three times a week skimming the lakes, spraying, etc. He stated the contractors were often behind Vivaldi.

Mr. Reidy asked about the waterway inspection report on page 13, the summary, where it read “requires attention.”

Mr. Bernard explained the report was also sent to Solitude’s technicians who went out and addressed the “requires attention” areas of the report. He stated most of these areas, at this time of year, were torpedo grass or weeds which needed attention.

**IV. District Manager**

**a) Financial Statement for period ending July 31, 2022 (unaudited)**

No report.

**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 or questions; there were none.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward adjourned the meeting at approximately 2:29 p.m.

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

Miromar Lakes Community Development District

  
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James P. Ward, Secretary

  
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Alan Refkin, Chairman