

**MINUTES OF MEETING
PORTOFINO ISLES
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of the Portofino Isles Community Development District was held on Tuesday, February 9, 2021 at 10:00 a.m. at 2160 NW Reserve Park Trace, Port St. Lucie, Florida 34986.

Present and constituting a quorum were:

Dan Duncan
Juan Azcona
Frank Austin

Chairman
Assistant Secretary
Assistant Secretary

Also present were:

Ginger Wald
Lisa Derryberry
Paul Winkeljohn
Stef Matthes

District Counsel (by phone)
Governmental Management Services
District Manager (by phone)
District Engineer

FIRST ORDER OF BUSINESS

**Oath of Office for Supervisors
Elected at the General
Election – Seat #3 & Seat #5**

Ms. Derryberry: The first order of business is to administer the oath of office for Juan in seat #5 and we can take care of that now. So, Juan I'm going to read this to you, and after the word "I" state your name for the record and then you would complete that, and I am a notary, and I will notarize it for you, so "I".

Mr. Azcona: Juan Azcona.

Ms. Derryberry: A resident of the State of Florida and citizen of the United States of America, being a Supervisor of the Portofino Isles Community Development District and recipient of public funds on behalf of the District, 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 in

the office of Supervisor of the Portofino Isles Community Development District, St. Lucie County, Florida.

Mr. Azcona: I swear, and I affirm.

Ms. Derryberry: Ok, thank you very much, and I will get you one that says Portofino Isles, I was given the one that says Portofino Shores. Alright, Paul do you want to take over from here?

Mr. Winkeljohn: Yes, either myself or Dan can conduct the meeting, if it's ok with the Board, we obviously have our roll call and thanks Juan for joining us, and I appreciate everybody's consideration for the meeting change. As we've discussed we're trying to do everything possible to limit everyone's exposure, and again I appreciate everybody's efforts.

SECOND ORDER OF BUSINESS

Roll Call

Ms. Derryberry called the roll and stated we have a quorum.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Consideration of Resolution #2021-01 Confirming General Election Results

Mr. Winkeljohn: The organizational matters begin with resolution #2021-01 which is confirming the general election results. Just for background, you all are the canvassing and certifying Board for elections, so basically this is fairly procedural and if you have any questions Ginger can fill in the details, but resolution #2021-01 is before you for approval by motion. Is there a motion?

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, Resolution #2021-01 confirming the General Election results was approved.

B. Consideration of Resolution #2021-02 Declaring Vacancies

Mr. Winkeljohn: Resolution #2021-02 is declaring vacancies, one seat, seat #2 no one registered and qualified to run for that seat, so it's vacant and resolution #2021-02 satisfies your requirement to declare that as vacant, is there a motion?

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, Resolution #2021-02 declaring vacancies was approved.

C. Consideration of Appointment of Supervisor to Seat #2

D. Oath of Office for Newly Appointed Supervisor

E. Consideration of Resolution #2021-03 Electing Officers

Mr. Winkeljohn: Item C is the appointment to that seat, and it's my understanding that no one has been identified as a candidate as of today, so I assume it is the Board's desire to table item 3C?

Mr. Duncan: That's correct, we are looking for a replacement.

Mr. Winkeljohn: Ok, very well. Then as an effect, the other items can be handled at a later time. Resolution #2021-03 is the election of officers, and my recommendation is to approve with keeping the officers the same, and showing nobody in seat #2. Is there a motion?

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, Resolution #2021-03 Electing Officers, keeping the existing slate of officers as stated on the record by Paul Winkeljohn was approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution #2021-04 Ratifying the Actions of the Board Taken During the COVID Virtual Meetings

Mr. Winkeljohn: Item No. 4 is resolution #2021-04 which our counsel recommended for ratifying the actions of the Board taken under the special Executive Orders of the Governor, and Ginger if you want to explain it, but I think it's pretty obvious that it's a good measure for us to approve now that we have an in person meeting.

Mr. Azcona: Paul, one quick comment, sorry to interrupt, I'm looking at resolution #2021-03 and I guess Ron was the vice chairman, and he's no longer with us.

Mr. Duncan: No, he's still with us.

Mr. Azcona: He is?

Mr. Winkeljohn: No, he's still on the Board, he has not resigned yet, we've heard he may, but at this time he can still serve as vice chairman.

Mr. Azcona: Ok, alright sorry about that, please continue.

Mr. Winkeljohn: No, problem. So, we were on resolution #2021-04 ratifying past actions under the Governor's Executive Orders.

Mr. Duncan: I need to understand better what type of actions are we ratifying at this moment?

Mr. Winkeljohn: Go ahead Ginger, please.

Ms. Wald: Yes, let me explain this resolution, we prepared this resolution for all of our clients that were meeting pursuant to video or audio conference under the Governor's Executive Emergency Order. The reason why we're recommending our clients go ahead and approve this resolution is now you're taking formal action in a live meeting where the public can come live and show up, ask any questions that they want as to any actions that may have been taken during those video and audio conferences that we've had, and additionally what's also in this resolution is ratifying any actions that were taken where in which instead of a live signature, you went ahead and used a system such as Doc-u-sign to execute any documents and also for entering into those types of agreements pursuant to that methodology since we didn't have a policy in place. So, that basically is this resolution, it's taking everything that was done during those meetings, ratifying all those actions that were taken, and then again if the public had any questions during that time period, maybe because they had some faulty system through their computer or their phone, this would give them an opportunity to ask questions, and my understanding is no one has appeared and there is no one on the telephone or on video.

Mr. Azcona: Ok, thank you.

Mr. Duncan: Paul, one question, this meeting was advertised as legally required, right?

Mr. Winkeljohn: Yes, it was.

Mr. Duncan: So, you actually sent to the HOA the information about this meeting?

Mr. Winkeljohn: Yes, they're copied, their main email is included, as are a couple of their Board members I believe on our distribution list.

Mr. Duncan: Ok, thank you.

Mr. Azcona: Is anybody from the HOA represented on the call or not today?

Mr. Winkeljohn: Not today, I don't see anyone.

Mr. Duncan: I was hoping that Nick would be here.

Mr. Azcona: Nick or nobody.

Mr. Winkeljohn: No.

Mr. Azcona: Ok.

Mr. Austin: Why are we referring to it as a special meeting?

Mr. Winkeljohn: Because we advertised it from our annual list of advertisements for a new location, so it gets the designation as special.

Mr. Duncan: If we don't meet at the clubhouse where we usually meet, it becomes a special meeting because we don't intend in the future to meet here.

Mr. Austin: Ok.

Mr. Duncan: We intend to continue to go back.

Mr. Austin: I thought it has something to do with us being special or something, I don't know.

Mr. Azcona: Good point.

Mr. Austin: Ok, and Paul, can I go back for a clarification to #2021-02?

Mr. Winkeljohn: Sure.

Ms. Wald: Hold on a minute, while we have this one pending, can we get a motion to approve this one first?

Mr. Azcona: Yes, let me make a motion for #2021-04 to approve it.

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, Resolution #2021-04 ratifying the actions of the Board taken during the COVID virtual meetings was approved.
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Mr. Winkeljohn: So, what was your question Frank, go ahead.

Mr. Austin: Yes, back to #2021-02 that fourth paragraph it says, the Florida Statutes, the District is required to declare the seat to be filled by the election to which no

qualified elector has qualified as vacant and to appoint a qualified elector to fill such vacancy within 90 days following the general election.

Mr. Duncan: If you attempt to do it, the only thing that is required is to attempt to do it.

Mr. Austin: Ok.

Mr. Duncan: And we attempted to do it, and it's still pending.

Mr. Austin: Alright, ok. So, it's not like the time period is going to expire.

Mr. Duncan: No, but you have to be actively involved in filling the seat.

Mr. Austin: Ok, so I guess we'll discuss that at some point?

Mr. Duncan: Yes, we'll try to get someone.

Mr. Austin: Ok, thank you Paul.

Mr. Winkeljohn: Yes sir, thank you.

FIFTH ORDER OF BUSINESS

**Approval of the Minutes of the
September 8, 2020 Meeting**

Mr. Winkeljohn: That brings us to the minutes from the September 8th meeting, I did have a missing line on page 5, the first paragraph, which will be added in by staff. Are there any other corrections to the minutes?

Mr. Duncan: Nothing major, there were some typos and some small things, but nothing that actually changes the meaning of the comments.

Mr. Winkeljohn: Very well, so with those corrections, is there a motion to approve?

On Motion by Mr. Austin seconded by Mr. Azcona with all in favor, the Minutes of the September 8, 2020 Meeting with the indicated changes were approved.

SIXTH ORDER OF BUSINESS

**Ratification of Enrolling into
the E-Verity System and
Signing of the MOU by the
District Manager**

SEVENTH ORDER OF BUSINESS

Authorizing the Chairman to Sign the Blank MOU for the District's Records

Mr. Winkeljohn: Item No. 6 and 7, Ginger would you like to carry us through that please?

Ms. Wald: Yes, so item No. 6 is the E-Verify System, if you remember a while back, I provided an update as to the new legislative items that the Florida Legislation had passed in regards to affecting Community Development Districts. One of the things that they did pass was that now each one of a governmental unit, not just states, but also cities, counties, Special Districts, such as a Community Development District needs to go ahead and have in every single one of their agreements what we call the E-Verify clause. The E-Verify clause is stating that any vendor that we now do business with or contractor, they have registered with the E-Verify System, and as part of registration with the E-Verify System, any of the employees that they have are not illegal aliens, and they have the ability to go ahead and work. In regards to that, the E-Verify System since the District is a governmental unit now must go ahead and also register with E-Verify. What you have in front of you is something that was received by your District manager's office when it attempted to go ahead and register for the E-Verify, a memorandum of understanding with the Department of Homeland Security. So, therefore we can't change it, in fact our office went ahead and executed it as well because now we have to do it, and so this is just basically going ahead and approving the, or if it's already been signed, I guess you have on the ratification of enrolling into the E-Verify System and the execution of the memorandum of understanding at the Department of Homeland Security as provided to the District by the District manager.

Mr. Duncan: Ok, so I have a couple of questions.

Ms. Wald: Can you talk a little bit louder, I'm having a hard time hearing you Paul, if you could get closer to the microphone.

Mr. Winkeljohn: That's Dan talking.

Ms. Wald: Ok.

Mr. Duncan: Ok, and it's very tough with the mask and everything else. Ginger, can you hear me?

Ms. Wald: Yes.

Mr. Duncan: Ok, so I understand, I read the requirement of E-Verify and I understand how GMS will fall under the E-Verify. There are cases in which as the chairman, I sign maintenance contracts with Lake Doctors and with the management for natural preserve, I personally cannot be responsible, or have the possibility to verify that these companies do not use illegal manpower workforce, so it's up to GMS.

Ms. Wald: Let me explain two things, first of all the law did not go into effect until January 1, 2021, so the agreement that you executed with Lake Doctors was in December, that was step number one. Two, the requirement going forward for each one of the agreements that we're now preparing with different contractors and vendors has a specific section that's called E-Verify, that is requiring every single one of those vendors, they're basically certifying that they are in the E-Verify System, they have registered with it, and that they've complied with all the E-Verify requirements with all of their employees. You are not personally responsible or liable for those actions. It is the contractor that is personally responsible and liable for not taking the actions, or not doing what is required. If the District finds out at some point that the contractor is not doing that, the District has the right to go ahead and terminate the agreement without any consequence, that's basically the clause you'll see going forward. What this is, that you're doing right now, is just going ahead and registering for the system itself.

Mr. Duncan: I understand.

Ms. Wald: But you don't have any personal responsibility, nor does the District to go back behind these contractors and make sure they're doing what they're supposed to be doing. They are required to do it by law and we're putting in the contract so we're reminding them, you better do it.

Mr. Duncan: Ok, so first action that I would like to see Ginger, I would like the contract with Lake Management to be more defined so the E-Verify section will be added.

Ms. Wald: Yes, I can amend the agreement, that's not a problem.

Mr. Duncan: Ok, so we need to do that because I postponed it for a couple of months, and I gave the contractor a signature to do it on a monthly basis until we actually finalize the contract.

Ms. Wald: Right, I think it was done in December though, is that correct Paul?

Mr. Winkeljohn: That's when it would have started, yes.

Ms. Wald: Right, so we're ok as to the law but I'll prepare a first amendment and add the E-Verify section that's not a problem, I know I prepared it a while ago.

Mr. Duncan: There are two different contracts, I'm not talking about the Lake Doctors, I'm talking about the management of the natural preserves.

Mr. Winkeljohn: Right, it's item No. 8 on our agenda for ratification.

Mr. Duncan: Yes, right, so on that ratification there are two issues that we'll talk about later, one is about insurances, and the other one is about the E-Verify clause that has to be added.

Mr. Winkeljohn: Correct, and I'll also add that GMS has a dedicated accountant that's 100% focused on verifying that all of our vendors, whether it was December or not, are entered into the system and that they are valid in that system, and secondly that their insurance matches what's in their contract, so we've taken that person and given them 100% focus on just those two jobs, so we will go through all vendors and make sure that it's done so you have that.

Mr. Duncan: Ok.

Ms. Wald: Right, and I'll add the E-Verify language, that's not a problem.

Mr. Duncan: Alright, so you'll come back to the Board when this process is completed, we have three different contracts, we have a contract for the maintenance of Brigantine landscape, we have the Lake Doctors for the lakes, and also, we'll have the natural preserves contract.

Mr. Winkeljohn: Correct, and all other contracts and vendors, so yes, I'll report back when we're finished, but we'll verify all of them pretty quickly.

Mr. Duncan: Ok.

Mr. Winkeljohn: Is there a motion for item No. 6?

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, ratifying enrolling into the E-Verify System and signing of the Memorandum of Understanding (MOU) by the District Manager was approved.

Mr. Winkeljohn: And item No. 7, authorizing the chairman to sign the blank MOU, is there a motion?

Mr. Austin: Are we on number 7?

Mr. Duncan: Yes.

Ms. Derryberry: Yes.

Mr. Austin: Ok, so I move that we allow the chairman to sign the blank MOU.

On Motion by Mr. Austin seconded by Mr. Azcona with all in favor, authorizing the chairman to sign the blank Memorandum of Understanding (MOU) for the District's records was approved.

EIGHTH ORDER OF BUSINESS

Ratification of Preserve Maintenance Services Agreement with Lake and Preserve Management, Inc.

Mr. Winkeljohn: Moving on to the ratification of the preserve maintenance agreement, we wanted to as we just mentioned, authorize that with an amendment including the E-Verify language.

Mr. Austin: And the insurance.

Mr. Duncan: And the insurance, so the issue for the insurance is that the company has instead of having commercial car insurance as required by the contract, they have personal car insurance for all the cars. We think that it's ok for the type of the work they are doing as it involves two different trucks, it's a relatively small company. The contract states that we can terminate the contract at any time if we don't like the work. They've done a very good job in restoring the preserve after the homeowners intruded in the reserve, so they did a very good job and for the best price that we could find. So, if the Board agrees to waive the commercial insurance in the contract, and they have all the other insurances, liability, worker's compensation, and everything else, except they don't have commercial vehicle.

Ms. Wald: Dan, you're saying they don't have commercial general liability?

Mr. Duncan: No, commercial car insurance.

Mr. Winkeljohn: No, just car insurance.

Ms. Wald: So, they have worker's comp.

Mr. Duncan: They have everything else.

Ms. Wald: They have automobile liability, and they have employer's liability coverage, but they don't have commercial general liability insurance?

Mr. Duncan: No, commercial car, for the vehicles.

Mr. Azcona: For their vehicles.

Mr. Duncan: They don't have a commercial policy for the vehicles.

Mr. Azcona: The cars have personal insurance, rather than commercial insurance, so the question would be if all other insurance is supposed to be, are we ok having them with personal insurance on their vehicle, or are we liable if something happens and we know that maybe they should have had commercial insurance for their vehicle?

Ms. Wald: Well, I can explain from a legal perspective, if they don't have certain insurance coverages that, and I'll let the District manager state because that's more of a business decision, but from a legal perspective if they don't have certain insurance coverages and something does happen and you need coverage as a District, then you're not going to be able to look at this company's insurance company to provide that protection to the District, you're going to be looking at the individual company, and however solid they are, the assets that they have, so you are taking a risk by not having what you normally have as to certain coverages for this vendor, and turning it to Paul from the business aspect of what he believes would be the minimum coverages necessary for this type of work. I have not seen having a contractor or vendor do work on District property regardless of whether he is without commercial general liability insurance.

Mr. Winkeljohn: Right, so I'm comfortable that they have commercial general liability insurance, it's the way that they handle their vehicles that they're insured by the individual driver's insurance.

Ms. Wald: Ok, so let's talk about the automobile liability insurance, so they don't have automobile liability insurance as a company, is what you're saying. Are they using any company vehicles?

Mr. Winkeljohn: I don't know how they're owned. Go ahead Dan.

Mr. Duncan: No, they are personal owned vehicles.

Ms. Wald: Ok, so if the company doesn't have automobile liability insurance, and the individual employees are the ones that are operating whatever the automobile is, a truck, or whatever it may be on District property and there is some type of damage, an accident, or something along those lines, and you do not have as a District being named as an additional insured to those individual policies which you're never going to get, and that occurs, then you don't have insurance coverage when this occurs.

Mr. Duncan: I have a question, we didn't concern ourselves with this when we contracted him to do the restoration of the preserve, so if it wasn't a problem then, why is it a problem now?

Mr. Winkeljohn: Right, and there are other vendors that drive personal vehicles where their insurance is not handled by their corporation, so this is not completely uncommon and to me it's an acceptable business practice to allow that, and if they were a larger company, we would have the position to demand it. I feel it's in the best interest of the District to give this company this waiver.

Mr. Duncan: Let me put it from a business perspective. The vendor looked into getting commercial insurance and would have cost him \$12,000 a year, and we are paying him \$1,300 a month for his services. Now I defer to Paul, but it's quite acceptable because we actually have lawn services unless you're coming with all kinds of cars and trucks, and by the way on HOA property, I see all kinds of vehicles and cars of people coming and doing services.

Mr. Azcona: As long as they have the commercial insurance and all the worker's compensation and all of that, if Paul says it's acceptable, and by the same token, when Ginger comes into our community, Ginger just drives in.

Mr. Duncan: But she doesn't do work, I mean it's different.

Mr. Azcona: So, it's a different type of work?

Mr. Duncan: Yes, a different type of work.

Mr. Azcona: I will defer to Paul, whatever Paul suggests if he thinks it's ok, I'm ok.

Ms. Wald: I'm not actually performing those types of services, so it is different. It's really the use of the automobiles by employees on your property for the purposes of the work, I'm only using my vehicle just to get there.

Mr. Duncan: Now my concern is very different. My concern is that if we make an exception on the one contract, we will have a problem denying to another vendor in the future the use of personal car insurance.

Mr. Winkeljohn: No, we have the choice on a one on one basis, each time so I'm not uncomfortable with that.

Mr. Duncan: So, if this is not a concern, this seems to be a good vendor and I want to support small businesses because when we dealt with large businesses, we did not get the care that I expected.

Mr. Azcona: Ok.

Ms. Wald: You know what, here's what I find interesting and by the way I'm looking at their Lake and Preserve Management's proposal, which is attached to the agreement, it says under #12, Lake and Preserve maintains general liability auto and workman's comp, so they're saying they don't have auto?

Mr. Duncan: They don't have commercial auto insurance, they have personal, like I have.

Mr. Winkeljohn: Yes, if they're under so many employees they're eligible to insure their cars under a personnel policy, if they're larger than I think 4 employees, they can't be carried by a personal policy. I believe that's the distinction, to me it's really no different.

Ms. Wald: Well, it is different because you're not going to be an additional insured on that policy, that's the difference.

Mr. Austin: They probably don't have commercial vehicles.

Ms. Wald: Are they using a company vehicle for any purposes, like a truck or anything along those lines?

Mr. Duncan: Well, we have two camps, one is a business camp, one is a legal camp, what I would like is to direct Ginger and Paul to contact the vendor and find out exactly if we can or cannot accept it, and if we can accept it, I would like Ginger to

change the contract to reflect what we agreed. In another words, I cannot ask him to have a commercial vehicle policy in the contract, so that has to be changed.

Mr. Winkeljohn: Right, and our expert for insurance is our insurance company and I'm happy to ask them for their input.

Ms. Wald: That's what I would recommend, I would get it from your own insurer, and go with those experts. Like I said, I can only say from a legal basis, that's why we prepare the contracts that way to protect the District. If you choose from a business decision to remove something, that obviously is your decision to make, as long as you understand the potential consequences by doing that. That's why I was asking the question as to what does this company actually utilize, but if it's really just the employees driving there and parking in a parking lot, that's one thing, but if they're using a vehicle of some sort to perform the functions within the community, I think that's a big red flag.

Mr. Duncan: Well, let me go back, and at this moment I have them on a month to month basis because the natural preserve needs care, I signed just something that takes care for February and March, so by the end of March I would like to solve this problem and have either a contract or find a different company.

Mr. Winkeljohn: Very well, I'll send it to them today and our insurance company will tell us what they think.

Mr. Duncan: Ok. I'm afraid that they would like the business and basically, they would say, no that's not acceptable.

Mr. Azcona: Are they using their vehicles to actually perform operations?

Mr. Duncan: Well, not doing anything, but they can carry materials like for example, chemicals and so forth up to the edge of the natural preserve. They do not go with a vehicle in the natural preserves.

Mr. Austin: No, they use it just for transportation into the community.

Mr. Duncan: Yes, it's for transportation.

Mr. Azcona: And wouldn't their commercial insurance cover any damage that's done by the business, even if they are the ones performing a task, wouldn't the commercial insurance cover any liability?

Mr. Duncan: This is why we need somebody that has more experience than me reading through hundreds of pages of this sort, to weigh the risk to the CDD of changing the standard policy, this is what this item is all about.

Mr. Azcona: But Paul has said that it will not establish a precedent, that we can go case by case.

Mr. Duncan: That's a good thing, the question is, can I hire these people which did a good job working for us, and save money for the CDD, or we have such a risk in liability that it's not worth it, that's what it is.

Mr. Austin: But if you remember, when they did the restoration, remember that helper that we had, I can't remember the guy's name, the skinny guy, he drove his personal vehicle too.

Mr. Winkeljohn: Well Dan, from a business financial standpoint, our immunity for insurance is under \$250,000, and both policies would cover that either way, so let's see what our insurance expert says.

Mr. Austin: But remember, he drove his personal truck with shrubs on it.

Mr. Duncan: These two trucks are actually covered by personal car insurance.

Mr. Austin: Right, exactly, it makes no difference than if I had a truck and you said, hey can you help me haul something, and I go over and help you haul it.

Mr. Azcona: The same thing as John, he's using his personal vehicle to go around and get anything.

Mr. Duncan: Well, we got him the Gator.

Mr. Azcona: Ok, but prior to that.

Mr. Duncan: Right.

Mr. Austin: Because probably 90% of the time when they come in to do the monthly check, they're just going to have chemicals and stuff.

Mr. Duncan: So, Paul it's clear that this vendor would not use this vehicle for anything but carrying materials into the community.

Mr. Austin: And transportation to the community.

Mr. Duncan: Right, and transportation, it will not go into the natural preserve, it will not do anything like that.

Mr. Winkeljohn: Right, if they rode a bicycle, it would be the same.

Mr. Duncan: Right.

Mr. Winkeljohn: Alright, we'll let our insurance company tell us what to do and that's totally the right way to handle this.

Mr. Azcona: Ok.

Mr. Duncan: So, we need an answer by March.

Mr. Winkeljohn: I just sent it.

Mr. Duncan: Ok, thank you.

Mr. Winkeljohn: You got it, so we can table item No. 8 until we have that answer.

Mr. Duncan: Yes.

Mr. Austin: What about Lake Doctors, we don't have to go back to modify that for E-Verify?

Mr. Duncan: Paul said that they have somebody in their office which will go through all the contracts that we have and will come back to the Board that they've been modified or they talked to the vendor making sure that it meets all the E-Verify requirements.

Mr. Austin: I remember him saying something about all the vendors.

Mr. Duncan: Ok, now before we go to the next item, I would like to talk about this posting that happened.

Mr. Winkeljohn: Can we take that up under staff reports, we just need our auditor engagement letter authorized?

Mr. Duncan: Ok, let's do No. 9.

NINTH ORDER OF BUSINESS

Ratification of Engagement Letter with Berger, Toombs, Elam, Gaines, & Frank to perform the Audit for Fiscal Year Ending September 30, 2020

Mr. Winkeljohn: Yes, ok every year we ratify this engagement letter as they start the audit, I just need a motion.

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, ratifying the engagement letter with Berger, Toombs, Elam, Gains & Frank to perform the audit for Fiscal Year ending September 30, 2020 was approved.

TENTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: Ok, we're under staff reports, and we had an item for our attorney to discuss the Facebook postings of a Property Owner Association Board member, and you want to take that topic up now, so go ahead Dan.

A. Attorney

Mr. Duncan: Well, let me tell you my concerns. I know that lately truth does not matter, but when somebody is told that the CDD Board perform illegal actions, we have to act, especially if it's coming from HOA Board members. So Ginger, you actually got all these 4 groups of postings?

Ms. Wald: That was provided by Paul and also by Supervisor Austin a snippet, so some social media post by different individuals. I had a few conversations in regards to the ones that we received and each one of them, regardless of whether they were completely accurate or not accurate, it was somebody's opinion and posting of their opinion, which of course they have the first amendment right to do, there's no liable against a governmental entity.

Mr. Duncan: I don't look for slander or liability or anything like that, I actually look for things to be communicated to the HOA.

Ms. Wald: I think what Paul and I had discussed is because there was no per se legal issue as what would make the most sense to, as Paul and I discussed "set the record straight" so it would be something directly coming from the Board that would be drafted by the District manager stating, this is the purpose of the CDD, this is where the CDD funds go, this is exactly what you have as to the bonds, and put that in a letter form to not just the Board of Directors of the HOA because from what you're telling us that this individual that you sent those emails about is on the HOA Board, but also as to community-wide, so when this comes out on social media, at least the CDD Board has

placed out there through the District manager, this is the truth, this actually is the correct information.

Mr. Duncan: Ok that's, with all due respect, that's your opinion, but I'd like to put in front of the Board several actions. In the first set dated February 3rd, several people in the community stated they were unaware of what the CDD is and when they purchased their house, it was never explained to them what the CDD is and the role is. So, we actually have to act on it and it's the responsibility of the HOA to inform people when they buy a house that people pay taxes to the CDD. So, it's the HOA responsibility to basically explain to them the relation between the HOA and the CDD and what they pay the taxes for. How this was done, we can talk about it, but if we write a letter to the HOA Board, this item should be included.

Ms. Wald: Can somebody mute their microphone, I'm having a rough time hearing with the dog barking.

Mr. Duncan: Is somebody talking in the background?

Mr. Azcona: Guys, can you please make sure you mute your microphones because our attorney is talking and we can hear a lot of noise in the background.

Mr. Duncan: Who is talking? Would you identify yourself? Ginger, are we still on?

Ms. Wald: I'm here, I just heard dogs barking and I couldn't hear you Dan, sorry.

Mr. Duncan: Ok. So, the first action, whatever vehicle we decide to implement is basically people complained that when they bought their house, it was never explained what the CDD is, what is the role of the CDD, so that's going through all this stuff. The second stuff is actually the allegations that the HOA owners could actually, with a stroke of a pen, dissolve the CDD, and that would be explained in the same letter. Finally, the CDD is a money scam that basically it's here, they do nothing but actually pay Paul Winkeljohn and John Jado. Then there are a couple of other misconceptions that need to be explained, and also people don't understand the amount of money that we have to repay the bonds, and that actually should be put in, so that's the first set of things. The second set of things is this misunderstanding why this meeting was not at the clubhouse. This meeting was not at the clubhouse because we didn't feel that at the clubhouse, we could actually have a meeting that would meet the government

requirements with COVID-19. The clubhouse today was closed to visitors, you cannot just go in. When I go to the pool, I go to the outside, I never go in the clubhouse. When I met a vendor today, I don't meet in the clubhouse, I'll go outside by the pool to do all this. So, this is why we decided to have a meeting here, advertise it, and people can come with a mask and social distance, and we try to minimize the number of Board members, so we get the quorum here, and the rest would be through Zoom or the phone. Now, the most egregious is basically that we are giving special treatment to certain private corporations for profit, and it's not only this, but actually there is a for profit company called Portofino Isles CDD Holdings that we are given. Then basically there is another posting, and this is another Board member, it's not the same Board, there's a second one, that the CDD got a ton of land that was tax free and sold it for a profit. The tax alone on this alleged land, could have probably paid for our bonds. Not only that, we gave tax breaks to a corporation, but now we are giving tax breaks to certain property owners and these tax breaks amount to \$400,000 a year. This has been going on since 2017 and we are talking about \$1,600,000, and I can go on but it's not worth our time, and these are not only 2 Board members, but also a third Board member, which we have 3 now, who basically says, hey, we shouldn't do all this in an open forum, we should talk privately not to show the CDD our hand. So, I'm open to the other Board members of what we need to do to get right information out, and also to, and I don't like to use the word "conspiracy" which involves more than one person.

Mr. Azcona: I think, if I may share my opinion, like Ginger was saying, people as long as it's not a person in power that would have consequences that affect others, but if it's a homeowner, and they are saying things that are not educated, he's just a misinformed individual, I don't think misinformed comments affect the CDD, there's no liability, the only thing is it will be perception of people. What I would recommend is, like the chairman was saying that maybe we can draft an informational letter just to set the record straight, explain to people what the CDD stands for, and the purpose of the CDD. As far as any homeowners that buy a home and they say, oh I was not aware of what the CDD is, well that would be like me saying, well I bought a car and I wasn't informed that I couldn't drive on this road, it is the law, it's under contract and they have to abide by that, and they have to be informed as citizens and as homeowners. Another thing

that we can say, if anybody has any questions, or any allegations, invite them to the CDD meeting, they can voice their opinion and if they need to be educated, they can be educated by our staff, or whoever talks on behalf of the CDD.

Mr. Duncan: First, we have a website in which we are very careful to record all our meetings and put all the expenses, each check is checked by me, and each check that we put out is there. We actually have a budget process that each dollar is accounted for, so compared to the HOA, we are far more careful and transparent. So, we already communicated that all this information is available.

Mr. Azcona: And all meetings have been recorded and are on there for the record.

Mr. Duncan: Yes. So, the fact that this information is available, and these allegations, I mean basically the allegations state, that the CDD, first they actually stated that what we are saying is a big lie.

Mr. Austin: They're saying we're not needed, the CDD is not even needed.

Mr. Duncan: Besides saying it's not needed, and we have not done anything, when I spent my life on the project, so what would be, and I'll tell you what the result would be that you say it doesn't affect the CDD. People like me would not actually try to take care of this community, and Frank, and we put in a lot of hours, and people would be appointed either by the state at an additional cost to the community, or some people that don't know anything would actually file to be a part of the Board and would ask to be paid for that privilege. So, I don't know if you guys know where the big lie comes from, the big lie was actually started by Joseph Goebbels, which was the propaganda administer of Hitler that basically says, if you make a lie big enough, and you repeat it over and over, then it becomes the truth. So, what we try to do is actually push back the truth, it's our responsibility not only as a CDD, but as a human being, especially in this environment. So, I would like the Board to suggest what type of action the District, and legal could send a very strongly worded letter. You basically say that anybody in the position of power can talk to a person and individual, because these people are HOA Board members, and when they state something they should state, in my opinion as a homeowner, and put everything they think there, but in the absence of that, they talk with the responsibility of the HOA.

Mr. Azcona: Did Stefan do that at a HOA meeting, as a HOA Board member?

Mr. Duncan: No, what I'm saying is post all of this, but you are a HOA Board member, you are not, and Joe Clark is a Board member, and all these people are either Board members or previous Board members, so they have a little more responsibility than other people that just joined the community.

Mr. Austin: Yes, and the average resident is going to say, oh well he's a Board member so he knows what he's talking about.

Mr. Duncan: Absolutely, so this is why I would like a strong worded letter to the HOA Board, trying to basically say that spreading this misinformation, it's not actually good for the HOA/CDD relationship, but it also has implication on the CDD, when allegations of fraud are being made, do we actually want the state to investigate our financials and everything else, and we have to increase legal costs?

Mr. Austin: We shouldn't have to do that.

Mr. Duncan: Ok, so keeping quiet and not pushing the truth back, it's actually an obligation of responsibility.

Mr. Austin: All I know is that basically since I've been involved, the relationship has never been that good, it's always been adversarial, mainly because certain members on the HOA Board starting with Michael Jokey is that they don't see a need for the CDD. They don't recognize what we contributed to improve the community, I know myself, Dan and others, we invest a lot of time and effort to try to improve the community, to improve our home values, and in most cases the HOA gets credit for that, but the adversarial relationship actually worsened with the AT&T fiasco. So, they took every opportunity at that time, and since then to crucify the CDD, and I'm tired of it. So, I can tell you right now, unless we do something that has an impact, you have my damn seat too, I'm done, I'm not spending 30 hours a week of my time and effort to do things around there to try to save the CDD money and improve the community and I'm going to have to put up with crap like this, and being criticized, it isn't going to happen, so you do what you want to, and I'll let you know in March how I feel at the next meeting. If we've done enough to set the record straight with the residents and the HOA Board and put them on notice that we will not tolerate it in the future, then we'll talk about it, but I'm done.

Mr. Azcona: And I agree with you 100%, but don't you guys, because what they're saying is not true, we know that.

Mr. Austin: I know that, the average resident when Stefan gets on there, or Joe Clark, who is allegedly the voice of the HOA on social media, and they say something negative of the CDD, then the average resident will say, well that's the gospel, and as Dan said, if it's repeated enough, which he's done right here in the course of two days, oh my God, the CDD is the worse thing that every happened, let's get rid of them. How many votes did he get?

Mr. Duncan: I don't know, 47 or something.

Mr. Austin: 50 votes, right there, outlived its purpose and should be dissolved.

Mr. Duncan: Ok, that's fine by me.

Mr. Azcona: But that's lack of knowledge from these people, that's just being ignorant, people don't know, they're just agreeing to something that has no merit, so I think it has to be an educational letter for the community, and then we can send a letter to the Board stating that.

Mr. Austin: But Juan, two years ago we gave something to the HOA because they do a welcome packet when somebody moves in or makes a home purchase, or whatever they do, and so we tossed around the idea of would we mail it out to the individuals or can we partner with the HOA to include information about the CDD in their welcome package. That was what was agreed upon, and that's what they said they would do.

Mr. Duncan: No, they didn't say they would do it, they said they would pass it on to the HOA Board, only the Board can actually change the welcome package.

Mr. Austin: Well, I don't know if they did it or not.

Mr. Duncan: Right, we don't know but basically somebody says, I bought a house in 2019 and never heard anything.

Mr. Austin: In fact, all those preserve violations, those people said, I didn't know I couldn't go in there and cut that, nobody ever told me.

Mr. Duncan: We actually had to write a letter to all the homeowners that have a property adjacent to the natural preserve, and say the natural preserve is protected by the state and we have a permit and an obligation. How many hours did we spend trying

to fight with the homeowners and try to get the money, we tried to get the money back from them so the CDD would not pay because we were responsible for the integrity of the natural preserve.

Mr. Austin: Right, we could be fined.

Mr. Duncan: Yes, \$25,000. So, we got the letter from South Florida Water Management District saying you guys did ok.

Mr. Austin: Right, because they were going to fine us if we didn't do it in a timely manner, and it was less than 6 months.

Mr. Duncan: So, I would like the Board to direct Ginger and Paul to get a letter to the HOA, I would like to see the letter to the Board members before it's sent, and to include as an attachment all these postings.

Mr. Azcona: The allegations, just answer the false allegations, what's the purpose of the CDD, and then we can publish that and explain to the people this is what the purpose is, this is how it was established, that's what it does on a yearly basis, and so forth.

Mr. Duncan: It's even worse than that, at the end of the project, I put an amendment saying, now the project is completed under the budget, doing more than what you guys asked, we have to have a maintenance agreement. This maintenance, I took on a lot of burden on the CDD in maintaining all this new construction, why because without an agreement, the CDD cannot spend money on HOA property. If you look at that amendment #4, it's one-sided with me taking on a lot of burden in maintaining what we built, the HOA refused to sign it. Now, there was a lot of talk, I want more fountains, I want benches, I want all this, and I said, I would not put more money in capital expenditures if we don't have an agreement on maintenance, I'm difficult. I mean this is a business, and we represent the homeowners. Now, for a short while because I really had enough. Ok, so before we finish this, I want to make sure that we also, at the last meeting, we approved \$8,000 for the Gator, we bought a 2021 model, and Frank it was what, \$8,750?

Mr. Austin: Yes, I think it was \$8,749.

Mr. Duncan: Ok, \$8,749, so I need to add maybe \$1,200 to the approval because I would like to buy a lawnmower.

Mr. Austin: A lawnmower, weed gator and some other small items, stuff like that so we don't have to pay to have it done.

Mr. Winkeljohn: So, we need a motion to authorize an additional \$1,200 expense for the equipment requested.

Mr. Duncan: That's correct.

Mr. Azcona: Ok, I make a motion for the additional equipment for \$1,200.

On Motion by Mr. Azcona seconded by Mr. Willemstyn with all in favor, authorizing staff to expense an additional \$1,200 for maintenance equipment requested as stated on the record was approved.

Mr. Azcona: Ok, going back to the letter, what do you specifically suggest because obviously there is no, like Ginger was saying, I don't think there's a legal action that could be taken.

Mr. Duncan: Not legal, a strongly worded letter that basically states that the people that represent the HOA Board, have more of a responsibility than an individual homeowner because without identifying themselves, as an individual homeowner in what they say, and say it's their personal opinion as a homeowner, they do represent the Board because they were elected by these people, and continue with this appendix and go one to one through these allegations. I mean, I don't know but, what I feel that we gave preference to particular homeowners in our taxation, this is not just something, when we give preference to some commercial for profit that actually was \$1.6 million dollars that we could have had, but we didn't that's not right.

Mr. Austin: The insinuation is that we're giving preferences for a kickback.

Mr. Duncan: Right, for a kickback, but what it is actually would not make any sense, and we have an open meeting for any budget, we don't just do budgets like that.

Mr. Austin: Right, just because they do it, doesn't mean we did it.

Mr. Duncan: Not only that, but we actually sold property entrusted to us by the original covenants.

Mr. Austin: Which we can't sell.

Mr. Duncan: We actually gave the rights of the density for the apartments, but we kept the property.

Mr. Azcona: Ok, so we know that, we know this is not true.

Mr. Winkeljohn: Can I add something here, I have all the emails, I know exactly what they've said that needs to be addressed and corrected on the record. Probably the first thing is, being a lie is it's communication, and it is very difficult to communicate a good message, or any message, and what he and the other Board members did was basically spread out so much false information that it will take decades to get people to understand that is false information, and it's very hard to message as an organization. So, that will be the underlying theme of the communication and how damaging that is to the greater good and the greater community, and that both organizations have this challenge to communicate and just imagine what it would have been like if we were spewing out on Facebook, or if the shoe were on the other foot type of argument.

Mr. Duncan: Paul, even a marathon starts with a first step, the lies that are propagated especially in the environment that this country is in, happened because people did not push back and in order to get back to facts, one has to push back very hard, that's my opinion.

Mr. Winkeljohn: Well, what push back would you like in the letter, would you like that the CDD Board ask them to resign and bring in more suitable people into office, I mean that would be appropriate, I mean the leadership is destructive, not constructive.

Mr. Duncan: No, it's not our place to tell the homeowners what to do, however, the relationship between the CDD and the HOA cannot be improved by spewing this misinformation.

Mr. Azcona: Not only that, people need to understand, and I mentioned if you read the minutes at the last meeting, I mentioned the amount of work you guys do and the value you brought over the past years, and the amount of money the homeowners have saved as a result, and that's something they need to understand too.

Mr. Duncan: Well, you come to the HOA meetings, so why don't you stand up and talk to the people there? I never heard you standing up there, you always say, oh how can we improve the relationship, we have to bring in more people to be more amendable to the HOA, that's basically your position over the years. I haven't heard

anybody, I cannot go with two people because under the Sunshine Law, I cannot talk about CDD business, it has to be a public meeting that was advertised and everything else, but there are other people that could stand up and they don't. So, my opinion is, especially if you want me and Frank to continue to work, because after many years, it's not worth it. I brought a \$1 million dollar project under budget with many extras, and they tell the CDD why, because I did a design, I've been a general contractor, so what's the reason to protect people from themselves. They don't even understand that they cannot physically get rid of the CDD, they made a statement that CDDs are rare in the State of Florida, anyway I spoke my peace.

Mr. Austin: I mean the only thing I can say there Paul is, I don't think we should have to spend the time and effort to try to explain to the residents about the CDD, it might not hurt, but the problem is, anything that the CDD says now is going to look defensive and I don't think the people are even going to believe it after all this propaganda that's been spewed before them on Facebook by two members of the HOA Board. So, in my opinion it should be, the HOA created the problem, they need to fix it.

Mr. Azcona: And how are you going to make them do so? We can't, I mean what we can do as a CDD, is write a letter.

Mr. Austin: Say you caused the problem, you fix it, and tell how you're going to fix it. If they don't want to do anything then so be it, we'll just turn it over to the state, I'm done with it.

Mr. Duncan: I mean you are losing this Board in months, not days.

Mr. Austin: I mean the CDD was created before the HOA Board and the HOA Board is a result of the CDD when the development was started.

Mr. Azcona: I think you guys are giving them power by doing that, you're giving these two guys power by doing that.

Mr. Duncan: Sure, I mean look at it from our point of view.

Mr. Austin: Right, so if their intent is to get rid of the CDD, we'll see how this plays out, that's what I'm talking about. Why would I want to subject myself to this aggravation?

Mr. Duncan: I mean it's up to the District, and I'm telling you that personally, myself, and I think the Board would like to see a very strong worded letter.

Mr. Winkeljohn: We'll give it a shot.

Mr. Duncan: Ok.

Mr. Austin: Thanks for listening.

Mr. Winkeljohn: I appreciate it. The one element though is, there is an individual personality which, and he actually was on the phone to me an hour before he posted some of this I believe, and I point blank told him, no, nobody is getting a tax break, this is how the process works with Portofino Court, and then he posts a completely misleading statement, so he's clearly exercising an agenda and a campaign, if you will, to make the CDD look differently than the facts. So, there is a personality element to this that a letter won't solve.

Mr. Duncan: I mean come on, maybe it's a contagious virus.

Mr. Azcona: But we're two separate entities, and as a Board we're doing volunteer work over the years for the benefit of the CDD and everybody who belongs on the CDD and I feel you guys are playing to their hand.

Mr. Duncan: But we are doing the work, and after a while I resigned to be chairman because I felt that after many years of trying to get the project going, I got the project going, I got the design, I told them, give me a check and it will be done, and it was done. For goodness sakes, I designed the fountains, I designed a component that changes colors from your phone, I'm paid \$400 an hour for my consulting and I spent my time doing this? If they want people like Michael Jokey or Joe Clark, I would not hire them, but anyway I'm telling you that misinformation in my opinion, nowadays, has to be, you have to push back.

Mr. Austin: Well, it started somewhere, but that don't make it right.

Mr. Duncan: But we might not be successful.

Mr. Winkeljohn: We have the direction and we'll get a draft and we'll see what we can do.

Mr. Austin: Alright then.

Mr. Winkeljohn: If we could move to the next agenda item, I don't know who caller 2 is, I tried to unmute them in case that caller has any comments in any of this, but that's the only person of the public I believe is attending but I don't know who it is.

Mr. Duncan: Well, we'd like him to identify himself, that's the first thing that needs to be done in the meeting, so we can put them on the record.

Mr. Winkeljohn: They just hung up. Ok.

Mr. Austin: Paul, one thing I failed to bring up when we had the open discussion, have you seen anything else on the violation payments for 2264 and 2204?

Mr. Duncan: No, you have to talk to Patti. Patti says that she has not seen any additional payments.

Mr. Austin: That's the last thing I saw also.

Mr. Duncan: Yes, they don't come to Paul, they go to Patti.

Mr. Winkeljohn: Right, and on January 27th she sent me an email, nothing else was received.

Mr. Austin: Ok, so I'll send her an email because the other one is there.

Mr. Duncan: No, she sent it back, saying no, I haven't gotten anything.

Mr. Austin: No, but she was going to follow up.

Mr. Duncan: Well, no, I asked John to make a phone call, not to go to anybody's houses, just to make a phone call. One of them, is in the area for 2 months, and the other one for 1 month.

Mr. Austin: Right, 2264.

Mr. Duncan: Yes, and I asked John to make a couple of phone calls, but we got almost 85% of all our costs.

Mr. Winkeljohn: Right, I'd say we're doing really well from a collection process.

Mr. Duncan: And there is one other item on Jamesport.

Mr. Austin: Yes, 1875.

Mr. Duncan: Yes, that we spent \$460, and we will ask the homeowner to reimburse us.

Mr. Winkeljohn: Ok, very well.

A. Attorney (Cont.)

Mr. Winkeljohn: Moving back to our staff reports, caller 2 is back on, and if anybody is on from the public and wants to say anything, we'll be at open comments in

a few minutes. Moving back up to the attorney's report, Ginger, anything for our friends?

Ms. Wald: No, none than I already stated.

Mr. Winkeljohn: Thank you.

B. Engineer

Mr. Winkeljohn: Stefan anything from the engineer's side?

Mr. Matthes: Nothing new to report, if there are any questions, I'm here to field them as best I can.

Mr. Winkeljohn: Yes, Stefan there's one thing I was asking Butch about, you guys did a really nice revision to the map which is much cleaner in terms of ownership. The only thing I need added to it is some sort of indication of the wall and fencing system that we just added. If you can take that back for a revision, that's the only thing, I've sent it to the HOA this latest version of it, and asked them to identify any areas that they would like to have more detail because what we can do in the shape of our map, it's pretty big, but to be able to print it we could add a blow up, little bubbles of areas where we need greater detail, and so that's really the phase of the maintenance map discussion, and that's been sent to them for feedback. I've talked to them several times and recently they said they were looking at it very closely, so thanks Stefan if you could do that.

Mr. Duncan: The other thing that would be useful, Butch actually is the engineer of record for our community, so originally, he had the original plats for each of the addresses that show the boundaries and everything before the site was built. I think that I've seen some of them when I worked on the easement because I needed to know exactly where AT&T put their equipment, but if we can get a map with all the dimensions of all the properties.

Mr. Matthes: Do you mean the original plat, a map with the original plat lines on it?

Mr. Duncan: Right, on each of the properties.

Mr. Matthes: So, would you like that overlaid on the overall map that we provided?

Mr. Duncan: No, this is a separate issue that basically would allow me to know where the natural preserve starts for example. So, if I put a no trespassing sign, I will know exactly the position to place it.

Mr. Matthes: Ok, I will get with our technicians and see if we can put that together for you.

Mr. Duncan: Ok, and I've seen it, I saw it on one of the laptops.

Mr. Matthes: Yes, and typically plats are broken down into sheets, what we can do is provide a comprehensive one at a certain scale on one sheet that may be able to give you all of that.

Mr. Duncan: No, I actually need blow ups, so I need as many sheets as you have so I know the address. Now I don't remember if you had the address.

Mr. Matthes: Right, the plat typically does not have the address but that's something we can add to it, to the exhibit.

Mr. Duncan: Yes, that's what I actually need to add the address.

Mr. Matthes: Yes, we can do that.

Mr. Duncan: Thanks, I appreciate it.

Mr. Matthes: Sure.

Mr. Winkeljohn: Alright, thank you.

C. Field Manager

D. CDD Manager

Mr. Winkeljohn: I have no other reports for today's agenda.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Winkeljohn: We can move to Supervisors requests, any other items for the Board?

Mr. Austin: Yes, Paul I've been reading something somewhere, and it may have been something that was sent to you, an email or something, about putting benches around the lakes?

Mr. Duncan: No, it was sent to me, I sent it. So, there was a request from Gerald.

Mr. Austin: 2206 ok.

Mr. Duncan: Yes, that basically it would be nice if we had some benches.

Mr. Austin: Oh, that's right, he said some at Tradition.

Mr. Duncan: Yes, and so basically, I looked at the cost, some of them, the very nice benches are like \$700 a piece, so basically, they asked if the CDD would like to contribute. So, I said, two things, if you actually are investing more money, because it would be on our property by the lakes, we can give you an easement to put these benches and you pay for the benches. If you want us to contribute, you have to sign a maintenance agreement, and anything else I contribute, it has to be done. So, that was an item, and the other two items were for fountains at the Rosser entrance, and another fountain or two fountains by the townhouses, there are two lakes there.

Mr. Austin: Three more fountains?

Mr. Duncan: Right, two or three more fountains, and I went ahead and I did an estimate of the costs, I looked at the size of the fountain that you need, so I have these numbers and I was ready to do an estimate of the cost of bringing in electrical power to the panel. They have not gotten back to me, so after Michele sent me an email that she'll bring it up to the Board, it's all quiet.

Mr. Winkeljohn: Ok, any other comments?

Mr. Austin: So, there is electrical in the areas?

Mr. Duncan: Identified yes.

Mr. Austin: Ok, that's all I have to say.

Mr. Winkeljohn: Alright. Anything else from the Board? Go ahead.

Mr. Duncan: Paul, you know that we got the shed.

Mr. Winkeljohn: Yes.

Mr. Duncan: Did we check on the permit? I think I have one more item that I have to ask the city to come and physically check that.

Mr. Austin: Well, you said you were going to touch base with Eddie since he's got the permit.

Mr. Duncan: Yes, I still have to do that but everything is done, we have keys for the shed, we have the Gator which is in the shed, we have to put some shelves to store some stuff and we are all set.

Mr. Winkeljohn: Alright, any other Supervisor requests or audience comments?

Mr. Austin: No.

Mr. Winkeljohn: Alright.

TWELVTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance Sheet and Income Statement

Mr. Winkeljohn: Your financial reports include a check register, balance sheet and income statement. If those are in order, a motion to accept would be welcomed.

Mr. Duncan: I checked all the checks, and they are all appropriate, so we can go and approve.

On Motion by Mr. Austin seconded by Mr. Azcona with all in favor, the Check Register, Balance Sheet and Income Statement were approved.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Winkeljohn: Thank you all and with nothing further, a motion to adjourn would be in order.

On Motion by Mr. Azcona seconded by Mr. Austin with all in favor, the Meeting was adjourned.


Secretary / Assistant Secretary


Chairman/Vice Chairman