

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

The regular meeting of the Board of Supervisors of the Portofino Isles Community Development District was held on Tuesday, October 11, 2022, at 10:00 a.m. at the Newport Isles Clubhouse, 1856 SW Newport Isles Blvd., Port St. Lucie, Florida 34953.

Present and constituting a quorum were:

Frank Wilson
Juan Azcona
Rohn Timm
Gerald Mirabile

Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary (by phone)

Also present were:

Ginger Wald
Paul Winkeljohn
John Jado
John Kischel

District Counsel
District Manager
Field Supervisor
Newport Isles Property Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Winkeljohn called the roll and stated we have a quorum.

SECOND ORDER OF BUSINESS

Organizational Matters

- A. Consideration of Appointment of Supervisor(s) to Fill Unexpired Term(s) of Office – Seat #4 (11/2022)**
- B. Oath of Office for Elected/Newly Appointed Supervisor(s)**
- C. Election of Officer(s)**

Mr. Winkeljohn: Item No. 2, you guys probably remember the vacancy and our seat which is going to be decided upon at a future time because of the upcoming election, so my advice is to just table this item and we'll deal with it at a later time.

Mr. Wilson: Yes.

Mr. Winkeljohn: Ok, so we'll table that.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the September 13, 2022 Meeting

Mr. Winkeljohn: The minutes from our September 13th meeting are in your tablets, if those are in order a motion to approve would be welcomed.

Mr. Wilson: Reviewed, I have no comments.

Mr. Winkeljohn: Ok, thank you. Is there a motion to accept?

On Motion by Mr. Wilson seconded by Mr. Azcona with all in favor, the Minutes of the September 13, 2022 Meeting were approved.

FOURTH ORDER OF BUSINESS

Acceptance of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2022

Mr. Winkeljohn: Your audit firm brought back the engagement letter, we need authorization to accept the engagement letter, is there a motion?

On Motion by Mr. Wilson seconded by Mr. Azcona with all in favor, accepting the engagement letter with Grau & Associates to perform the audit for Fiscal Year ending September 30, 2022 was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: Today's meeting was really just to give staff and the Board an update on a lot of things, and I don't think you have a ton but, I do have a few items and I know John has quite a bit.

A. Attorney

Mr. Wilson: I do have a question for Ginger.

Ms. Wald: Yes.

Mr. Wilson: The HOA had asked for permission for additional parking spots from the property that whether they're on CDD land or whatever, so what do we have to do for them to facilitate it?

Ms. Wald: So, we'll have to identify specifically where it is, to see if they can actually be converted to parking spaces from a zoning aspect, and a permitting aspect,

and then what the CDD can do is they can enter into a license agreement with the HOA which provides the HOA the ability to utilize those spaces and enforce the rules.

Mr. Wilson: And what would be the timeframe to create that document?

Ms. Wald: Me creating the document does not take very long, the difficult part is the location and having the legal description in some form.

Mr. Winkeljohn: I think all of that is done, correct?

Mr. Wilson: It's in progress, I just wanted to understand our responsibilities to them, and what it would take when they get all the things they need done.

Mr. Winkeljohn: Right, so the steps, it goes to Butch in our engineer's office, and they'll answer all of those questions, and I think they already did, that it was usable land. The only comment we had was a couple of the parking spots, we suggested they redirect them because of the headlights from the cars and stuff like that, and a few bushes.

Mr. Wilson: Right, and again either landscape or something else.

Mr. Winkeljohn: Yes, so before that comes back to us, we would definitely recirculate that but, we had looked at it a year or so ago, assuming it's the same project, and just had some external extraneous type comments that were easy to accommodate and once they came back with a final plan, we were ready to approve it and get the license agreement rolling.

Mr. Wilson: Ok, that's it, thank you.

Mr. Winkeljohn: Excellent, so that's one we've already vetted.

B. Engineer – Discussion/Updates on Stormwater Management Needs Analysis

Mr. Winkeljohn: Under engineer's report, and I didn't take off the stormwater analysis, but we did finish that item. Related to that, we did talk about our storm drain procedures at previous meetings and normally we do this in the spring, but because of various reasons, we didn't do it last spring because we had it cleaned a year before that. So, we went ahead and did the drain analysis which means the crew comes in and inspects each one of the catch basins and they give us a report, with that report they give us a number of basins that exceed a limit of acceptable sediment in the traps in the bottom, that's how they test it, and they can tell us if there's debris in there or a car in the there or if something shouldn't be in the drain. Then at that point what I recommend is that we, because we haven't done it in a while is we do a full servicing now and then in the

spring we do another inspection, and then the ones that have a differential that needs cleaning we plan on doing those annually. The ones that don't need cleaning we leave and then next year at the inspection will tell us, do we have repeat customers or do we have new customers, and then we just keep biting off a cycle of what's necessary, so you don't overspend.

Mr. Azcona: So, we're going to have that set up to be?

Mr. Winkeljohn: How much was it?

Mr. Jado: It came out to \$4,735.

Mr. Winkeljohn: That's pretty good for a whole system.

Mr. Azcona: So, \$5,000.

Mr. Jado: Well, let me just reiterate something, I don't think we ever did the townhouse area, we've done all the way to Gatlin, both entrances, all the townhouse areas, so it's the complete neighborhood.

Mr. Winkeljohn: That's excellent, so I would ask for authorization not to exceed \$5,000, and that will start the program as to be defined.

Mr. Azcona: And then we will keep it on a recurring basis and on an annual basis.

Mr. Winkeljohn: So, this spring he'll call them out again, and do the same sequence, get a report, identify the ones that need cleaning, we'll clean those, and then every year our data will get smarter and as we identify like a real problem, like something that keeps getting worse or not getting better or whatever, we can start to mitigate that, we can look at why it's getting that way.

Mr. Azcona: Ok.

Mr. Winkeljohn: And there are solutions.

Mr. Wilson: So, we'll have two full expenditures, one this year, and one next spring, and the pricing should be almost identical.

Mr. Winkeljohn: Right.

Mr. Wilson: And then after that sort of a preventative maintenance program, where we're only doing 50% of the population, will be something less than \$5,000.

Mr. Winkeljohn: Right, and typically it's a third, and in some places, I do a fifth on real big communities because it's just cost prohibitive. You are one of the most unique communities because you are well financed to be a storm drain cleaning company, and so

you wouldn't be wrong to do 100% every year because you're funded to do it by the commercial properties.

Mr. Azcona: And they just suction out the sediment, whatever is needed?

Mr. Winkeljohn: Yes.

Mr. Wilson: So, any liquid that's standing in the drain itself, then they'll take a photo for depth of debris in the basin, clean the whole thing out, and that will give us our baseline for 2022. Then in 2023, do the same evolution, and recognize that 50% of them had a quarter inch, and then 10 of them will have something.

Mr. Winkeljohn: Right, and you know you have a break or damage when the pipe is filling up, and they go into the pipe, they can hose in and pull back some, it's been around for 100 years, the solutions. So, is there a motion, it's the new year so it's actually fiscal year 2023.

On Motion by Mr. Wilson seconded by Mr. Azcona with all in favor, authorizing a not to exceed amount of \$5,000 to start the 2023 storm drain inspection and cleaning program was approved.

Mr. Azcona: And I guess we can put a little note on the line item of the budget that's going to be done.

Mr. Winkeljohn: It's in there but, it will start to look like it because we'll use it more aggressively and that's my recommendation as well. Yes, go ahead John, you were going to say something?

Mr. Jado: Ok, basically I spoke to them about doing the yearly cleaning, where they said, once this is cleaned, we can come up with a number, we'll inspect everything, and clean everything every year. Normally 3 to 5 years is what they have to do, they go from 3" to 5" worth of sediment in the box, so I don't know if you guys want to do a yearly thing but, we could plug in \$1,500 or something.

Mr. Winkeljohn: I want to see the report next year before we commit but, what I said earlier I think kind of wins the day, is you're budgeted for it, it's 90% of your responsibility really, so I wouldn't be surprised at all, and we always say it, but I think it's a good prudent decision to think about it.

Mr. Azcona: I mean, after 2 or 3 years on the cycle, we should be able to make an assessment on whether we have to do it every 2 years or 3 years, or 1 year.

Mr. Winkeljohn: Right, we can make a decision, and we have 300 basins and so we have other data analysis on it, and we track it, and this one, you're not as big so you can just look at it and tell.

Mr. Jado: Well, it's been about 3 years since the last time we cleaned.

Mr. Azcona: What about those drains that are located, those small drains that we saw that were somewhere in the preserve or something?

Mr. Jado: I don't know what those are, and Paul had brought it up to me, when I get back to him, I'm going to ask him to make us a full-size copy.

Mr. Winkeljohn: And we have a set of the plans, so we can look at it.

Mr. Jado: And then I'll get one, and then we can have one for the file.

Mr. Azcona: Ok and then also have a plan of action to maintain those.

Mr. Jado: Right, and I don't know what those are, they're behind the commercial area.

Mr. Winkeljohn: Right, and they're probably not ours, is my first answer.

Mr. Jado: And they're little black grates that are this big, it looks like they're on some kind of flex drainage pipe.

Mr. Winkeljohn: They're probably site drains for that property.

Mr. Azcona: But is that CDD responsibility?

Mr. Winkeljohn: Not over there.

Mr. Azcona: We need to find out exactly where they are, because if it is something that is our responsibility we need to know where they are at.

Mr. Jado: Basically, what it is I think is a french drain, and the land would take them, and when you put french drains in there, the water goes in it and it will seek out its lowest level.

Mr. Winkeljohn: So, it's not part of the drainage system, but it's something we can maintain, but they usually go dozens of years before they fail.

Mr. Azcona: But I think we need to know where they're at.

Mr. Winkeljohn: If they're on our plans, we know where they are, but we'll have John verify that.

Mr. Jado: I'm sure that if there's a numerous amount of them there if we find them on the drainage system if they're on the drainage system, they're probably covered up with all kinds of foliage.

Mr. Winkeljohn: He'll take it for task.

Mr. Jado: And some of that stuff is 12' deep to the wall, it depends on how they clean their backyard if they clean up to the bushes and we've had it cleaned once.

Mr. Winkeljohn: So, that's on the commercial parcels?

Mr. Jado: No, it's on the back of the wall of the commercial parcel, and that looks like it could be 10' or 12' in because the people only own about 25' to 30' behind their house, and we have about 60' to the wall.

Mr. Azcona: And let's find out if there are others, in other places of the property because some homeowners were complaining that the water was rising and they found out that the drainage was covered with dirt, and it didn't drain.

Mr. Winkeljohn: Ok, let's find them.

Mr. Jado: You mean by the townhouses?

Mr. Azcona: No, I don't know where it was.

Mr. Jado: Because I know they put a french drain behind the townhouses.

Mr. Azcona: But if it's the CDD's responsibility, we just need to take care of it.

Mr. Jado: Alright, so you want me to go ahead and get this taken care of, they said it would take about 2 weeks to get on the schedule.

C. Field Manager

Mr. Jado: I also have an estimate here from Florida Irrigation, the gentleman who fixed the pump, the land-mounted pump system, and it's basically a 7.5 horsepower pump versus the 25 horsepower pump we have there. He guarantees me that this will cover everything we need to utilize of it, and it's not for the Portofino Isles townhouse area there, it's just for Brigantine and our area here.

Mr. Azcona: That's for that pump over there?

Mr. Jado: Yes.

Mr. Winkeljohn: The submersible one that we suspect that needs to be dealt with soon.

Mr. Azcona: And are we considering maybe taking the pump outside?

Mr. Wilson: This is an above-ground one.

Mr. Winkeljohn: It's on a pad.

Mr. Azcona: Ok, it's above ground.

Mr. Winkeljohn: What it looks like is that the submersible system was designed for like a huge irrigation project that was never realized, including Portofino Court or other areas which you heard about at the last meeting. The decision I think, and the direction of the Board was we're not tied to anything and we don't need to replace it at that level and we could save a lot of money and just put in enough to obviously take care of what's there. If the others want to come on, we can put a second pump, and a third pump, rather than a submersible one.

Mr. Jado: But it doesn't cover the electric.

Mr. Winkeljohn: Right, so the third thing that the Board directed us and staff had advised, and what we agreed to is to have a third party expert, not somebody who's hiring themselves with a proposal, so that expert has been contacted and has been coordinated. He's been out of the country working, and he'll be back in another 10 days or so, so we're still going to do that and bring this back to you, but we have it in hand in case.

Mr. Wilson: So, the only additional request with respect to the proposal, see if there's a way where he can arrange a suction line where we can leave the existing pump in place and not abandon it, so if we have a failure of what we have mounted.

Mr. Jado: Yes, he's going to take that out shortly and he's going to put a new filtration cap on it, and he's going to shorten that whole thing up. I was wondering, the pump is 17 years old, I know we're supposed to be responsible for the other community there that's not working, do we want to save the pump?

Mr. Wilson: I would like to leave the pump in place.

Mr. Winkeljohn: I think that's what he's asking.

Mr. Jado: Oh, in place.

Mr. Wilson: With its old control, the power wiring, and just have it turned off.

Mr. Winkeljohn: So, the new pump would add its own suction.

Mr. Wilson: Right, and the new pump, so we basically have the old pump as an installed spare, if we have a failure in the future.

Mr. Jado: I got it, so move it over, put a new suction line in, a new screen, and leave that one laying there.

Mr. Winkeljohn: Yes, for now.

Mr. Jado: Ok.

Mr. Azcona: In case this one fails.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Wilson: So, we can put the new one, maybe not turn it on, and just use the old one until failure, or use the new one, and then have the other one as a backup.

Mr. Winkeljohn: Redundancy is your best friend in irrigation that's for sure. So, there's no action on this item as of now, but we're all up to speed.

Mr. Wilson: Right, the only action would be to request a quote, we have one that shows leaving the existing system in place.

Mr. Jado: Right.

Mr. Winkeljohn: And what's the name of that vendor?

Mr. Jado: Florida Irrigation.

Mr. Azcona: And for redundancy but I think because we were thinking having the two outside pumps, so we're just going to have one outside pump, and take the inside one and just turn it off, and for redundancy, if the outside one fails then we can turn it on.

Mr. Winkeljohn: Right, you have more options that way, and I'd actually say, in addition to that, for only \$10,000 we could create our own redundancy for another \$10,000 or even less to go to two pumps, so double that purchase and you could put a control system on it to alternate.

Mr. Azcona: Two outside lines.

Mr. Winkeljohn: Right.

Mr. Jado: Are we responsible to bring the townhouse line to the water?

Mr. Winkeljohn: No, we're responsible for what we install and what we maintain.

Mr. Jado: I thought that was part of our system that's not working.

Mr. Winkeljohn: It's never been used, so it's not part of any system.

Mr. Jado: Ok, so do not worry about it.

Mr. Winkeljohn: We're not removing capability but, should there be a request for that capability we're going to have options.

Mr. Jado: Ok, so if somebody develops it, we're going to have to supply water to it.

Mr. Winkeljohn: Or they would.

Mr. Jado: Yes, or they would.

Mr. Winkeljohn: Probably the person making the money off the development would be my vote.

Mr. Jado: Right, ok, so we don't have to worry about it.

Mr. Winkeljohn: Right.

Mr. Azcona: And the company that is installing the pump is the one that is going to be servicing it?

Mr. Jado: Yes, they've been doing it for us for 5 years.

Mr. Winkeljohn: Right, they do our maintenance.

Mr. Jado: They work for the HOA, and they do all the townhouse areas, there was a mess over there.

Mr. Azcona: Ok, so we're going with Paul's recommendation of having the two pumps?

Mr. Winkeljohn: Let's just wait and get that price back, and we'll let our expert give input because we really want a third party to say all of these things on the record.

Mr. Jado: So, to recap, it's just what it would cost to leave that system in place, put a new system with a new pipe.

Mr. Winkeljohn: Right and ask him for a third concept of a duplicate pump for redundancy.

Mr. Jado: Ok.

Mr. Winkeljohn: So, we'll get the price for and we'll have a bigger menu of options to pick from, we'll get the advice from the expert irrigation tech, and we'll regroup and decide which direction is best.

Mr. Jado: So, that was around the pump situation we lost about 36 plants up in the front, and we have 3 or 4 other ones that I'm going to replace this week, I'm going to go purchase them and put them in myself, and I took all the old ones out, and that was all from the water problem from the lack of.

Mr. Azcona: Yes, so spending an extra \$10,000 makes sense, a better savings for losing plants.

Mr. Winkeljohn: Right over time, yes, and the life of both pumps gets an exponential benefit.

Mr. Azcona: Exactly.

Mr. Jado: If I remember correctly when they planted that, it was \$175,000 worth of plants, today at the size they are now, I guess we could double that.

Mr. Winkeljohn: Ok, anything else John?

Mr. Jado: Yes, well we went over Collin, I already spoke to him and it will be a week and a half, and we're going to have him bid that pump system the same way with his recommendation for whatever size pump he wants to go with. He might go to a different size pump, so whatever he recommends, we'll have him bid that. I guess that's all I have, oh we have a tree down over by the overflow, and I'm having that cut out Thursday, I'm going to crop the top, take all the long branches off and we're going to push it back and stand it back upright. I'm trying to save the tree only for the fact that it's blocking the condos, it will re-root when the water level goes back down, and it should be fine, if not we'll have to take it out at a later date but that would take heavier equipment to do that, and it will be more costly. The fountains are all fixed on lake #2, we've got all our lights, and we still have one driver that needs to be replaced, they have to replace 2 drivers which should be in by the end of the week or by Monday. They run in a series, so even though we replaced 2, if one is out, it doesn't work. Actually, we have one light that's a little compromised on lake #3, but it's one 1 out of 6, it's missing a color or something I'm just leaving it alone for now. The lakes were sprayed and pretty much everything else is in my report. Thank you.

Mr. Winkeljohn: Yes sir?

Mr. Wilson: One question Paul, the fencing, the actual issue of the tractor-trailer parking, was a call made to the city for Code Enforcement with respect to that?

Mr. Jado: I did it.

Mr. Wilson: Ok.

Mr. Jado: I know I spoke to the person who did the damage mid-month, last month, in the afternoon and she said she was going to take care of it by the 30th, she hasn't, so I handed it over to Paul. We do have the fencing to repair it, it's a joint venture between the HOA and CDD. I think I can replace the sections of fence myself with some help from the HOA and their manager over there to give me a hand putting it together, and they've got an estimate.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Jado: I just spoke to John Kischel last week about getting that wall done, so Jorge who did the wall has never called, he will not return phone calls, so we're on our own, so we will handle that together.

Mr. Azcona: But this has been going on for a while so let's try to get it done.

Mr. Jado: Right, it's not visible but I wanted his expertise as to why, I don't know why this happened, it's really weird if you look at the pictures.

Mr. Wilson: There should be an actual address for that property, do you know the actual address of it?

Mr. Winkeljohn: It was Jamesport, but I can't remember the house number.

Mr. Jado: Yes, Jamesport, and I think that's about it for me.

Mr. Winkeljohn: Any questions for John?

Mr. Azcona: Do we have confirmation about contacting the city for Code Enforcement?

Mr. Wilson: I just asked that question, that's why he was looking for the legal address.

Mr. Kischel: Yes, I talked to Code Enforcement. (inaudible comment)

Mr. Winkeljohn: Ok.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Wilson: At this point, it doesn't matter, we'll get you the details, John.

Mr. Winkeljohn: Right, no problems, are there any other questions for either John?

A resident: (inaudible comment)

Mr. Wilson: So, the low voltage lights that we put in on Brigantine, actually have a great warranty, I don't believe there's any warranty on the lights for the fountains.

Mr. Winkeljohn: There was a manufacturers warranty, but as you assemble the system, if they don't do the whole thing you start to lose the connectivity of the warranty and it's not worth your time, they fail occasionally, you get them working, and find out what's causing them to fail is a better strategy.

Mr. Jado: They're approximately 3 years old.

Mr. Wilson: So, based on the price of the lights, and getting the labor force out there to change them.

Mr. Winkeljohn: And how much are the drivers?

Mr. Jado: I think they're like \$375 or \$400 a piece, we haven't even gotten a bill for it yet because it's ongoing.

Mr. Winkeljohn: What does the contractor think, like what can we do to lengthen their lifespan?

Mr. Jado: Nothing, they're just things that fail and they work in a series, so if one is out like we replaced two on that one thinking we wouldn't have to replace the other ones, it winds up that the next time we put it all together it worked for a week or two and then two more went out, so the thing is, replace them all one time and be done with it. He tried to save us money and apparently it was a lesson learned.

Mr. Winkeljohn: So, about how much for all of them?

Mr. Jado: They're about \$375 a piece and the big ones have 6, these have 3, plus labor.

Mr. Winkeljohn: So, it's a couple of thousand dollars every 3 or 4 years.

Mr. Wilson: Times 5.

Mr. Winkeljohn: Right.

Mr. Wilson: So, basically if you're going to re-set them it's \$10,000 to do the facility because we have 5 of them.

Mr. Winkeljohn: Right.

Mr. Jado: Well, just to replace the wiring, I think it got hit with something because we're not quite sure why the wire went, some of the panel pieces went, the timers and different things, plus all the lights and the motor.

Mr. Winkeljohn: It sounds like it got zapped.

Mr. Azcona: Are we using the same vendor for the fountain maintenance?

Mr. Jado: The Lake Doctors who maintain the lakes are the people who sold us the fountains, and they do the maintenance on them.

Mr. Azcona: And how do you feel about the relationship you have with them on how they've been responding?

Mr. Jado: They usually move pretty quickly, but the lesson learned here is to replace all the drivers and don't try to cheap out because a month or two down the road you're going to have more problems, and it's never going to go away.

Mr. Winkeljohn: And then you go 6 months without lights.

Mr. Jado: Right, and we went 3 months and this one still has no lights, they're waiting for one driver, two were replaced and it's here, I just have to get them out here, and they're having a labor problem.

Mr. Wilson: John, if you could take the action to have Lake Doctors quote a one-time replacement for all 5 fountains, or we're going to have brand new ones on what?

Mr. Jado: Well, this was what was totally rebuilt, the other ones are brand new, the other 3, so it's these 3 that are the originals, so far so good. We replaced the main cable on that one last year which was a couple of thousand.

Mr. Wilson: Well, there's two approaches, one, we do the maintenance on a as-needed basis or do it proactively. For me, lights are nice, but the basis for the fountains is not lights, the basis for the fountains is aeration. When it comes to the lights, I'd say when they fail, fix them as needed.

Mr. Azcona: I mean, we can get a quote, I mean I like to be proactive too.

Mr. Jado: Well, we're on a maintenance for those fountains every 3 months, they come out, they clean the filters, they look at it, they inspect it, they do every one of them.

Mr. Winkeljohn: Right, and that's best practice, lighting is always like this, you don't bring an electrician every time, that would be really expensive, so it's just like you describe it.

D. CDD Manager

Mr. Winkeljohn: Under manager's report, I have nothing, we've already talked about the vacancy on the Board and we'll deal with that. The rule on that is the appointment can't be until 2 weeks after the election, so that will be your December meeting. So, you would not be able to take action in November if you were to meet, and I'm suspecting that we don't really have anything, we may not need to meet in November but, we'll deal with that later between now and then.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance Sheet and Income Statement

Mr. Winkeljohn: Under financial reports, you have a check register, balance sheet, and income statement. Your Board member and I spoke earlier in the week, after he reviewed it, and do you have anything?

Mr. Timm: No, the check register, everything was fine and suitable for what we're doing. Doing the balance sheet and the budget, and we're doing the end of the year, so we haven't spent a lot of money yet, I think we're well funded for the things we plan on spending. We conferred that we're at a good point for our revenues for the reserves are well funded, so right now I think we're right on target for this coming year to be well funded with our goals and objectives.

Mr. Azcona: Do you see any red flags?

Mr. Timm: Well, I didn't see anything yet.

Mr. Winkeljohn: Just to give you a sense of perspective, at the year-end, your annual income including stormwater and the assessments from the residents is \$360,000 a year. You have a cash balance at the end of the year of \$970,000, so you're in an exceptional position to operate it. So, given and I want to change to this if you don't mind, to given a storm event, you would have had probably \$100,000 to \$200,000 worth of immediate cleanup work, just in District property alone, had that caliber of a storm tracked across the state and contacted you more directly. So, you can see why that reserve is so valuable to you, and also we know, we have a reserve schedule, we've adopted it as part of our budget, it is well funded, and it should grow more, but you also can afford the right pump solution where you're not ignoring it or buying cheap, so you're in that economic status where you can function at that level and make really long 15-year type decision with a purchase rather than a band-aid for tomorrow, so that's my two cents.

Mr. Timm: I agree, we're funded for any contingencies that may happen, maybe next time the storm would come here.

Mr. Jado: Well, if we were hit like Sanibel and those places, I don't know if we'd have enough.

Mr. Winkeljohn: I didn't say it would be enough, I said you'd have enough to clean up to get the roads emptied, and my staff is advising all of the Districts in Tampa to not bother with a FEMA plan and do not expect it, because it took over 5 years to get

reimbursed in all the Districts from Irma and they're still subject to a 10-year audit, that if they reinterpret the policy in 5 years, differently than they did when they wrote those checks, they can ask for the money back, and they've done that to District is the past but, the way Districts work on an annual budget cycle if we were to take all of our reserves away and say, we'll just wait until we get it back, you're waiting with nothing coming.

Mr. Azcona: Right, don't rely on that.

Mr. Winkeljohn: Yes, so it used to be how Districts thought, and you were legally backfilled by FEMA directly. I advise that you look at it differently for those reasons but, also the real provider of emergency services that can withstand that type of a 5-year delay is the county or the municipality, and it's all tied to who is your waste collector, and if you have money to bring the material to their pick up zone, then it's theirs from then on and you stay out of the debris business past that point, and then just use your funds to restore. So, the District doesn't own anything vertical, we own a few lights, and a few things, so our insurance for property is really minor, and no hurricane damage that isn't a building is eligible. The clubhouse is a different animal but, from a District standpoint our insurance is really simply liability, and directors and officers' type of insurance, so it's a couple of thousand dollars a year.

Mr. Azcona: So, basically, we have to rely on our balance.

Mr. Winkeljohn: Right. The magic path is to have a conduit, somebody local with the municipal program so when they have their storm solution announced, we are first in line, that's my advice, and that seems to be the 2023 survivable practice, everything else, good luck to you, it won't go well.

Mr. Azcona: Ok.

Mr. Winkeljohn: Are there any questions or any additional comments on the financials? If not, is there a motion to accept?

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

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Winkeljohn: Are there any other comments or Supervisor requests?

Mr. Azcona: Well, I mentioned in a couple of emails, and you got back to me that we already had like a comprehensive list of all the different tasks that we have to perform on a monthly, quarterly, and yearly basis. So, I thought it would be important to, like the same way that we discuss at the beginning of the meeting about the storm drain that we're going to have supervision annually or whatever, that we should have some kind of schedule of tasks because like John, we were talking about this with John too, he knows what he needs to do, but if he gets sick for 3 months or anything like that, so if somebody needs to jump in, so we know exactly what to do.

Mr. Winkeljohn: Right, so if you could send some notes to me and Mayra, we'll develop essentially that, a protocol.

Mr. Jado: Ok, and a lot of this is, I see something wrong, I fix it, you know what I'm saying, but the routine stuff, like the sewers and the different things, like the trash.

Mr. Winkeljohn: Right, but the frequency of inspections.

Mr. Wilson: How often we're doing the wet checks, how often do you walk the perimeter, storm drains, and the stormwater analysis.

Mr. Winkeljohn: Right, and that schedule, we sort of outlined, and that plugs in. The other one that I always look at is if we do any pressure washing, when to do that, when we do annuals, just the best practices that we've learned from so we don't have to re-learn them.

Mr. Azcona: Exactly, or suggestions with the fountains, we learned that if something goes wrong we want to switch all of the drivers out, so if we have that kind of operation of manual or something like that so we can go back and it's written down somewhere then it will be very useful, and then if it's needed and we have the specs about, this needs to be supervised or needs to be done this way, and we need to get the input from the engineer, so we have those specs.

Mr. Winkeljohn: Right.

Mr. Azcona: Then whoever is going to be doing that, and whoever is going to supervise that it was done correctly.

Mr. Winkeljohn: Right.

Mr. Jado: There's also places like behind the Jamesport wall, that should be cut every 2 or 3 years to keep the vegetation 8' to 10' away.

Mr. Winkeljohn: That's a perfect example.

Mr. Azcona: Exactly.

Mr. Jado: And then, again, the FPL easement on the townhouse area where the fences are, that has to be maintained every couple of years.

Mr. Winkeljohn: Right, and everything should, and it already does to a degree, what our budget would look like that, we can even incorporate it as an attachment to the budget at some point.

Mr. Azcona: Ok, perfect.

Mr. Winkeljohn: Good, I appreciate that.

Mr. Jado: We could add painting for the walls every 10 years.

Mr. Winkeljohn: And we don't want to build the list right now.

Ms. Wald: So, to add to the warranty question I asked my assistant to send me the agreement because I just looked back through my notes. The original warranty period was 90 days for materials and workmanship, and 3 years for all other parts, except for the submerged cable which was under the manufacturer's limited warranty. So, this agreement's effective date was September 27, 2021, so whenever it was completed, that would be when the time period would run for the warranty.

Mr. Jado: Right, and we're not talking about these 3 fountains now, we're talking about the new ones.

Ms. Wald: Yes, these are the new ones, because these are the ones that we actually, as the CDD entered into the contract with the contribution from the HOA, so just so you know for these there is a limited warranty that is specifically under that so in case something does happen, and again, I don't know when it was finished, so whenever that final was provided that has that 3-month warranty.

Mr. Jado: We would be able to tell by the inspection, whatever the inspection date was.

Ms. Wald: Right, whenever it was closed out, and whenever it was accepted by the District. So, you'd notify them and according to the contract they have to come out within 10 days and make those repairs, and then that also includes just so you know, it does include those lights and the fixtures.

Mr. Jado: Right, and I kind of knew that.

Ms. Wald: Now the old ones, it probably was something similar, so it would definitely be past the warranty period time.

Mr. Jado: I knew the pumps were a year, and I knew the lights were 3 months, and the cable was a year because we tried to get something to extend it. They do have another cable that they could put on that they would give you a 3-year warranty except it costs like 2 ½ times the amount.

Ms. Wald: The manufacturer's warranty because it's an exhibit to the agreement, again just to provide knowledge in case something does happen, is 3 years, and they will do a replacement at no charge, with a new or remanufactured part.

Mr. Wilson: So, the last set of acceptance that they had done on the fountain work was back in April of this year.

Ms. Wald: So, that's just so you know and you have that information.

Mr. Jado: Ok, good, I didn't think that the cable was 3 years.

Ms. Wald: Yes.

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

EIGHTH ORDER OF BUSINESS Adjournment

Mr. Winkeljohn: If there's nothing else, a motion to adjourn is in order.

On Motion by Mr. Wilson seconded by Mr. Timm with all in favor, the Meeting was adjourned.


Secretary / Assistant Secretary


Chairman/Vice Chairman