

**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, February 8, 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:

Dan Duncan	Chairman
Frank Wilson	Vice Chairman
Juan Azcona	Assistant Secretary
Rohn Timm	Assistant Secretary
Gerald Mirabile	Assistant Secretary

Also present were:

Ginger Wald	District Counsel
Paul Winkeljohn	District Manager
John Jado	Field Supervisor
Roberto Cabrera	District Engineer
Frank Austin	Resident
Michele Logerby	POA Board member

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Organizational Matters

- A. Acceptance of Resignation letter from Mr. Frank Austin
- B. Consideration of Appointment of Supervisor to Fill Unexpired Term of Office – Seat #1 (11/2022)
- C. Oath of Office for Newly Appointed Supervisor(s)
- D. Election of Officer(s)

Mr. Winkeljohn: The first order of business is, we received a resignation letter from Frank Austin.

Mr. Duncan: I would like to talk about it first to be on the record.

Mr. Winkeljohn: Sure.

Mr. Duncan: So, I would like to add to the record, an email that was sent by Mr. Timm as a response to the District call for a meeting. The District call for a meeting is

February 8, 2022

Portofino Isles CDD

being sent to at least 20 or 25 people, including all the Board members. At the top of that email it states, do not reply to all because it's a potential infraction to the Sunshine Law. Mr. Timm sent this to everybody, first the content of that email, it's a business content for the Board, and I will talk a little bit about it, that was sent to all Board members and to outsiders. Second, Mr. Timm continues to do allegations of some type of conspiracy that the District and the chairman tries to get control of the Board. I would like that to be put in the record, and that a lot of things that are not accurate of both myself, and also Mr. Austin in November, at least I said that I'm announcing my resignation starting in January, not in November, as you stated in the email. A resignation is not valid, it needs to be approved by the Board, that's another thing you have in there. You gave the impression that actually we do what we do in order to maintain control of this Board. If I want to maintain control of this Board, I would not have resigned. Last time you apologized, you basically said, well, I didn't know that, I didn't hear well, I was on medication, maybe what I said was not true but, this time you actually had something that you can use as an infraction to the Sunshine Law, that is actually written in red at the top of the email that you responded, that's not acceptable for a Board member under any circumstances. So, I would actually like it to be included in the record, and the fact that we responded, and to send this to outside of the Board, to the 20 people that are familiar with the issues, it's not comprehensible by any stretch of the imagination. You wanted to be on the Board, you have responsibilities, last time you responded to Juan that you would stop these things and so forth, but this type of thinking which you completely ignored the District, that says do not reply to this email.

Mr. Timm: And when I wrote the email, I was responding I thought to Latoya, and on the top of my email it says from me to her, and when I wrote my email, at the November meeting, it says in here you guys were going to resign as of January 1st, and I even was on the record and said, I hope you would reconsider. At one point, I even asked the District manager if he had heard anything yet, I was hoping they would reconsider and not resign. Then I also wrote on the back of it that there was intent to send that to everyone, it was a mistake on my part.

Mr. Duncan: But it was a mistake the first time.

Mr. Timm: I hit the wrong button and I immediately recognized it, and I wrote right away there was no intent to send that, it was an error on my part, which I acknowledged.

Mr. Duncan: But you cannot do that continuously, last time you said sorry, I couldn't understand, sorry I didn't mean what I said, sorry I was on the medication, sorry I didn't know, it's not possible to do that.

Mr. Timm: This is the only time I sent this to everyone on the Board.

Mr. Duncan: Not on the Board, on the 20 other people that had nothing to do with this, and gives the impression, you don't even talk about the content of this conspiracy type of thing, trying to exclude somebody for keeping control of the Board.

Mr. Timm: In December, I saw the Lake Doctors over here working on the lake and Mr. Jado and the engineer was there, and I stopped to get some information about what they do to maintain the lake, and by the way, I had asked him if he had heard anything yet, if you guys had reconsidered, and he was under the impression you all were going to resign January 1st, and I even sent an email to the District manager, is this valid, were they resigning or not, I didn't hear anything from him so I presumed that was a Sunshine Law violation and he couldn't tell me whether they were going to resign, the meeting was cancelled in January, and I saw that Mr. Duncan's name was on here and there was only going to be one spot open, not two, because I thought we have two people now on the Board with Mr. Blake, which it would have been his third time to apply for the position, and someone else and now we'd have five people, we could move forward, and then I thought well maybe why is only one guy resigning and not the other one, and I didn't feel it was fair.

Mr. Duncan: Not only that you don't understand, the resignation is valid only when it's approved by the Board, there is no resignation, the fact that I told in November that I was resigning, it was actually to do two things. First, to complete my projects, the fountains and so forth, and then to assess if the transition to the new people on the Board, I have to transition my work to somebody that is knowledgeable in what I'm doing, and when I consider this transition done, I'll be resigning. In this moment, I'm maybe 50% done with that. This is the respect that you have for the work that the Board has done, you just cannot quit and leave all this work unattended, and this is what I said then, and this is what I say now.

Mr. Austin: Well, let me just add something there, to take your statement at face value, I wanted to check to see if Dan had reconsidered, so when you saw the email that only I had to decide to tender my resignation, you should have been happy based on your

original comment, oh they have reconsidered, but no, you went the opposite way because your little game plan that you and your neighbors have isn't going to work.

Mr. Timm: I would have preferred that the District manager would have possibly sent me a note saying, no Mr. Duncan, the chairman is not resigning from the Board, then I would have felt, ok, now I'm in the loop, but I know what's going on, but when I didn't know what was going on, and I saw this, first of all, we have two candidates to replace the Board in a positive mention, I said now we can move forward and then this happened, and I thought ok, now somehow you don't want Mr. Blake to be on the Board.

Mr. Duncan: It's not about Mr. Blake.

Mr. Timm: And then I immediately pressed the wrong button and I acknowledged right away my intent was not to send that out.

Mr. Duncan: I don't know what your intent is.

Mr. Timm: It was on the back of the page.

Mr. Duncan: It's the third time that you apologize, no it's on top that says, do not send to all.

Mr. Timm: I understand, but my reply was right immediately after that when I saw it went to all those people.

Mr. Duncan: Ok, I'm actually done, it's on the record that we actually do not do these types of things.

Mr. Winkeljohn: Well, as the District manager, this is item No. 4 on today's agenda, we moved it up. I did want to make a couple of comments that everything you put in writing is in the public record, and if you're going to make statements about other members behavior, you're making a public record that, if I answer you, I've created an additional conduit connecting the Sunshine violation that is started. So, that's unacceptable to all Board members for you to ask me to conduit another Board member, which means, tell me what they're thinking, tell me what they're saying, that's having a meeting outside of a meeting, and I'm not going to do that, so you probably understand why I don't respond to certain things.

Mr. Timm: Well, I thought maybe you could have at least sent me a note that you can't respond.

Mr. Winkeljohn: And the note would do what, create another public record connecting a mistake?

Mr. Timm: I was asking for a clarification to my inquiry.

Mr. Winkeljohn: So, take your mistake, and this isn't a debate, this is a piece of information as your manager, that it's in your best interest not to make statements in writing that are not founded or proven, or necessary, and ask the manager to discuss them because I become a conduit for a violation, and so I'm not going to do that. So, in the future, don't put anything in writing, or make phone calls, or send emails that you can't say in this meeting, it doesn't serve any purpose. Information sharing is obviously but, information about the intent of a Board member is a whole other animal and we can't do that. If there's no other comments, we can move on to the remainder of today's agenda.

SECOND ORDER OF BUSINESS

Organizational Matters (Cont.)

A. Acceptance of Resignation letter from Mr. Frank Austin

Mr. Winkeljohn: Item No. 2 is organizational matters and we did receive a written resignation from Frank Austin, and at this time it would be appropriate for the Board by motion to accept that resignation. Is there such a motion?

On Motion by Mr. Azcona seconded by Mr. Mirabile with all in favor, accepting the resignation letter from Frank Austin was approved.

B. Consideration of Appointment of Supervisor to Fill Unexpired Term of Office – Seat #1 (11/2022)

Mr. Winkeljohn: So, at this time we have a vacancy on the Board.

Mr. Duncan: I would like to thank Mr. Austin, when he started and took over all the sprinkler system and pumps and all that, he actually provided me with a tremendous amount of help, I cannot even describe it. He actually put together this group of folders in which I put information in for the future for people to be able to do what we are doing, so he has been a tremendous asset to this Board.

Mr. Winkeljohn: Thank you Mr. Austin for your dedicated service.

Mr. Austin: When it comes to the point that I'm going to volunteer, maybe 30 to 35 hours a week to try to save money and improve the community, and then get negative push back and allegations that we got, I'm not going to do that.

Mr. Winkeljohn: Very well. Are there any other comments before we move on to the vacancy? The past meeting, we had verbal comments from more than one Board member that they intended to offer a resignation, that allowed us to start to communicate to the community that vacancies may be coming. In light of that, we did receive a few and they're in your books today, the ones that we have are the ones that responded to us in writing that they were interested and provided a resume. It's up to the Board to choose how to fill this vacancy, in the past you discussed each person, you interviewed them before the meeting in many cases which is your most recent practice, and with that, it can shorten your discussion at some point, but it's up to you all how you want to proceed.

Mr. Duncan: Well, a couple of meetings ago we established a procedure. The procedure requires a letter of intent, including a resume, or a CV to be sent to the District manager. The District manager then would forward that information to the Board members. The individual that wants to be considered then should call the individual Board members and set up an interview and then show up for the interview. One of the people, Frank Wilson, followed that procedure; the second one, Joe Clark sent what I call a letter of intent with no CV or resume, making the only statement that I see in the letter of intent, that because he's a Board member of the HOA, and most of the work that the CDD does is HOA related. Let me put it here that no more than 10% of what the CDD does is related to the HOA. So, we didn't get that, we didn't get a phone call to set up an interview, but we got everything else from Mr. Wilson.

Mr. Mirabile: I just have a comment, I put forward a consideration for appointment for Frank Wilson. I came from a utility background, and I know Frank Wilson also came from a utility background. Frank Wilson has project experience in several fields, project experience in the utility background, he's I think really fit for the job. I don't know him personally except to say hello, I met him in the neighborhood, I happened to be walking my dog and saw him sitting on his front porch, had some small talk with him, and I said, hey Frank, would you be interested in being on the CDD Board, and his response to me was absolutely, and I thought that was pretty good. I thought number one he'd be a good fit, and I thought number two, by the sound of that response was that he would be a very dedicated and pretty experienced member of the Board, especially with his background. Then, over the past several days and then into yesterday, both Dan Duncan and Frank and myself went around to look at some of the systems, the irrigation system, the pumps,

and then the fountain systems, the electrical and the timers, we looked at some of the land and Frank was asking a lot of really pertinent questions about the systems, more than I was, and I have 30 years in the electric and gas utility business. So, with that being said, I think my, and I think Dan's consideration of Frank being on the CDD Board is really a good fit, so that's my two cents. I don't know if you have anything to add to that.

Mr. Duncan: Yes, so like Gerry, I haven't met Mr. Wilson before, he called me showing interest and asking for an interview. We had 2 ½ hours in the interview in which I was pleasantly surprised by the amount of knowledge that he took to prepare for the interview, he read all the past minutes. So, he actually knew pretty detailed information and what I also was pleasantly surprised by was after this meeting, he asked me for what they call a walk through of the neighborhood, which is the only person in my 6 years that actually went through, understanding the infrastructure and what you had to do or not do. So, I was very impressed by his background, but mostly by his willingness to take over all of this on the engineering side that I was looking for, and his willingness to take over the project that I'm doing now, so yes, you have my vote.

Mr. Winkeljohn: Is there any other discussion or is the motion to appoint?

Mr. Azcona: I did also receive a call by Frank Wilson, and he followed the procedure as well, he reached out, we had a conversation, and so forth. I do know that Mr. Ludwig has a qualified resume, however, the thing that gives me pause is what was stated on his email that says, to whom it may concern, I've been attending the meetings, blah, blah, blah, and this far I believe that the people of the Portofino area deserve a candidate who is going to serve the people and not their interests, that's what gives me pause. Furthermore, Mr. Ludwig was recommended by Rohn, and Rohn I invited you, as you know, I welcomed you, and I voted for you, but I'm still not sure about the reasoning behind the continuation of the comments, the last one was on agenda at having control or keep control, I don't know what the purpose of the agenda, and putting those two together, I don't know if there is a preconceived opinion or notion based on your comments, saying that you believe that people should have somebody that serves the people and not their interests. To me, that's making an assumption that there are people here and based on the comments that Rohn has said initially, there are people that are putting money in their pockets, making side deals and so forth, that has been addressed over and over. I think Rohn now that he's been here for several months, he understands that he was not correct,

and he did apologize, and for those reasons, not because of Frank's eagerness to participate, and I'm certain Mr. Ludwig has been here a few times so he'll be eager to participate, but for those reasons I would be inclined to vote for Frank Wilson, and I will move forward to make a motion to get Frank on the Board.

Mr. Timm: I would like to just comment on what you said, I have not made any accusations that anyone was lining their pockets here, or doing anything such as that, I never said that.

Mr. Winkeljohn: This is a vote, you're under discussion of an appointment.

Mr. Timm: Ok, it's just a correction so this is on the record, he made a statement that I was implying all this. People have saying those things, I thought by me being on the Board objectively I could say, hey Rohn, ask Rohn, and Rohn will say he hasn't seen anything like that. If Mr. Duncan, had resigned, then we would have two openings, and it's most likely that Mr. Ludwig would be considered, he is objective for the whole community. He's a team player, and it's not fair to diminish his qualifications just because he's a friend of mine. When we had an opening for the Board, I was looking for someone like you are, someone who could contribute, be objective and have knowledge and be a benefit to the community. So, in this case, I understand most likely this gentleman is equally qualified, I'm just kind of disappointed that these things are happening, and so at that point, I just wanted to clarify that, and I would have to vote no, only just because I want it on the record.

Ms. Wald: Let's make sure we have a correct vote.

Mr. Winkeljohn: I got it, one against.

Mr. Timm: I want it to be uniform, I want to be a team player here, I want to work with you all, so I'm going to make my vote yes.

Mr. Winkeljohn: Ok, so did you change it?

Mr. Timm: Yes.

Mr. Winkeljohn: Alright.

Ms. Wald: Just so everybody knows, the term expires in November, 2022, so in June of this year, this seat is going to be up for election, whoever qualifies will run.

Mr. Duncan: I just want to make one additional comment to the record. It's very interesting to me that the second that you found Mr. Ludwig's application, it's the same that

you hear in the letter of intent from Joe Clark, it's exactly the same that he was actually doing to clean up this place. So, it was interesting to me that this happens.

Mr. Winkeljohn: I appreciate it.

On Motion by Mr. Azcona seconded by Mr. Mirabile with all in favor, appointing Frank Wilson to fill the unexpired term of office for seat 1 expiring November, 2022 was approved.

C. Oath of Office for Newly Appointed Supervisor(s)

Mr. Winkeljohn: Very good, Frank, if you could come up to our table and we can administer your oath, I have a couple of things for you. This is your Board application packet and there's some paperwork in here and I'll go over it in a second, and the first thing is the oath, if you could fill that out, sign it and give it to me, I will notarize it and enter it into the District's records, but first we need to administer the oath. So, I'll say "I", you state your name for the record, and at the end of the oath if you agree, you would say I do, so "I".

Mr. Wilson: Frank Wilson.

Mr. Winkeljohn: 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. Wilson: I do.

Mr. Winkeljohn: Great, so if you would fill that out and return it to me. The other things I gave you, there's a form that put you into the state system called Form 1, the financial disclosure form, that's required to be given to the Supervisors of Elections in this county, which is where you reside. There's a little pamphlet that gives you their address, I think they take scan copies as well, but it's best to go there, give it to them. So, if you make a copy of it, sometimes they'll stamp it that they've received it. The paperwork with this process is real important to have a good trail that you've submitted the forms, it's 30 days from today that it's due. What happens is the county then submits it to the state and

then we have a list and the state has a list, and they make sure that both are accurate. Often times the county may send you in under the wrong timing or whatever, we will help correct those types of errors if we have the evidence that you did it, so that's sort of how it all fits together. The other things in there are the pamphlet for the Florida Sunshine Law and Ethics, you've heard a little bit about that in this meeting already but, basically two Board members having a discussion in any format outside of a meeting is prohibited.

Mr. Wilson: With respect to do Board business.

Mr. Winkeljohn: Yes, and in that light, emails, texts, all of those things are public records, voicemails, and we ask that you consider very carefully extending any emails or anything in writing, that it's not sent to other Board members that starts a discussion of CDD business. One thing that people do is set up a separate email just for the CDD, like a Gmail account and then give us that email, and if you don't have it today, you can do that and I'll switch it, and then we'll correspond to you with that email and that gives you good separation of your personal business and the District. We will set up an email for you that will go on the website, and we typically have that forwarded just to my office, should anyone contact us, or contact you, we'll copy you on your preferred email and we'll respond to them if it's a generic question, something we can handle, but you'll be in the loop right away. What that does for you is we retain that on our server and maintain the public records. Any email that you use for public business, you would be expected to keep a copy of it and retain those records should they be requested.

Mr. Duncan: One more thing, if you don't send in the form, it's a \$35 a day fine and therefore, my advice is to take it in person.

Mr. Mirabile: Yes, that's what I did.

Mr. Duncan: And don't send it by mail.

Mr. Mirabile: Yes, drive it over.

Ms. Wald: Are they doing emails here, do you know?

Mr. Winkeljohn: I believe so, I haven't checked this county, but most of the counties are allowed to accept it by scan and email now but, the first one do in person. Every June they start the process for everybody again because of when this one will go in, you probably won't be in the cycle until next June if you're still on the Board, that one, many people choose to email it, but we'll deal with that later.

Ms. Wald: At the end of the meeting, I'll go over a little bit more with you.

Mr. Winkeljohn: Right, there's more, but we don't want to type all that in the minutes and use up everyone's valuable time.

D. Election of Officer(s)

Mr. Winkeljohn: The affect of adding a person to the Board is to discuss and consider the election of officers. Currently, your chairman is Dan Duncan, you do not have a vice chairman, which is required to be named, and I ask that all other members of the Board be named as an assistant secretary. There are other officers which includes myself, a secretary and a treasurer, and I'd ask that those be retained the same because they're contractual. Is there a motion to elect officers?

Mr. Timm: In my good faith, if I understand this correctly, I would nominate Mr. Duncan to continue as the chairman.

Mr. Winkeljohn: And who would be the vice chairman?

Mr. Timm: Do I have to say that?

Mr. Winkeljohn: Well, you don't have to, I'd rather that we did them all at once.

Mr. Timm: Ok, I would suggest Juan, I would nominate Juan because he's been the senior representative.

Mr. Winkeljohn: Very well, a motion for Dan Duncan to be the chairman and Juan Azcona vice chairman and all others as stated, is that the motion?

Mr. Azcona: Well, I've been here the longest but, if Frank is going to be more involved and Dan is going to spend the time to go over in more detail about projects and the tasks he's been handling, I think it would be appropriate for Frank, if it's ok, and he's willing to take the task of becoming the vice chairman. Down the road if Dan decides to step down, and I have to be temporary chairman until we decide somebody else to be chairman, I'll be up for that, but for now I would recommend that Frank become vice chairman if you're ok with that.

Mr. Winkeljohn: Do you want to revise your motion?

Mr. Timm: Yes, I revise my nomination and motion, and I nominate Frank Wilson to be the vice chairman.

Mr. Winkeljohn: And all others as stated, is there a second?

Mr. Azcona: I second that.

On Motion by Mr. Timm seconded by Mr. Azcona with all in favor, election of officers, electing Dan Duncan as chairman, Frank Wilson as vice chairman, and keeping all others the same as stated on the record by Paul Winkeljohn was approved.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the
October 12, 2021 & November 9,
2021 Meetings**

Mr. Winkeljohn: With that we can move on to the minutes from your October and your November meetings, those are in your booklets, if those are in order, a motion to approve both would be appreciated.

Mr. Azcona: There were two sets of minutes, right?

Mr. Winkeljohn: Yes, October and November.

Mr. Azcona: Ok, so for the October, I wasn't here, I just went over the minutes, they seem fine to me, if everybody is ok with those, I make a motion to approve those.

On Motion by Mr. Azcona seconded by Mr. Timm with all in favor, the October 12, 2021 Minutes were approved.

Mr. Azcona: And with regard to the previous minutes, or the last meeting, there were just a couple of corrections.

Mr. Winkeljohn: And for November, what are the changes?

Mr. Azcona: I'll just bring them up to you, I guess it's because of my Kentucky accent, the transcriber doesn't pick up what I say very well.

Mr. Winkeljohn: Ok.

Mr. Duncan: And on the first page, instead of Mr. Timm, they put the auditor's name, which had nothing to do with that.

Mr. Winkeljohn: So, we can table the November minutes, let me get these corrected and we'll redo them.

Mr. Duncan: And as a Board, we decided that you'll send the Word version so people can do the corrections in real time and send them to you.

Mr. Winkeljohn: Ok.

Mr. Duncan: We didn't have them before.

Mr. Winkeljohn: Yes, I apologize for that.

Mr. Azcona: I mean we can do that, or I can tell you a couple of things.

Mr. Winkeljohn: I'll send you the Word document, and you can just correct it.

Mr. Azcona: It's just missing words.

Mr. Winkeljohn: Very well, we'll table the November minutes for approval at our next meeting.

Mr. Azcona: Ok.

FOURTH ORDER OF BUSINESS

Discussion of Board Members Communication

Mr. Winkeljohn: Item No. 4 was already covered.

FIFTH ORDER OF BUSINESS

Update on Fountains

Mr. Winkeljohn: That brings us to our fountain update.

Mr. Duncan: Yes, so fountains, they are in this moment operational, there was a lot of extra things. So, the Rosser fountain, it's operational and I programmed the lights, so this is lake #10. So, at this moment we finally got the final inspection, and that's the final inspection from the city, and there are two things that I need to do, it's the final and second test, the contract is written in such a way that we pay 50% initially, then 40% when the work is completed, and 10% after I sign on the second test. So, I have to do that second test and before that second test I have to check the programming of the controller to the Bluetooth, that's one. There are two other fountains, lake #7 and lake #4, both of them needed new meters and therefore there was additional expense related to the installation of the meters. The new meters finally were installed yesterday or two days ago, I made them operational but, I didn't get the lights programmed. So, after the lights programming, after the meters are installed, you have to start the fountains, you have to call the city for the final inspections, and that will be done, and then we have our second test and so forth. So, I do expect maybe within a week to 10 days to have all this done. Now, the fountains are operational, so you see them working, so there is no impact on that, the lights are not yet set up on two of them, but they will be set up shortly when I can find an evening, because I have to set up when I see the lights. So, money-wise, the original estimate was \$40,000 from each of the two parties. I completed all the tasks, but I didn't expect things at the last moment, about 15% under budget, so there will be \$5,000 or \$6,000 to be returned to the parties. Now, it would have been even more, but I had to make a couple of

February 8, 2022

Portofino Isles CDD

decisions, one was about the meter. Lake #4 which is a small lake, my original design involved using an existing meter that is there for the sprinkler system. After I worked through the design, I looked at the possibility for the HOA replacing the sprinkler parts, larger pumps that pumps more amps, and I thought that it's foolish to actually max out on the amps on that meter, so I had to buy an extra meter with all the things involved with FPL. The other couple of things are, that I mentioned in one of the prior meetings that at lake #4, FPL, a young guy, didn't want to approve me getting the power from a three phase transformer. So, he was trying to force us to buy a new transformer, that would have been at least \$2,500 plus the installation on the transformer and I said no, and the guy was not used to somebody saying no, and I said no, and I called a supervisor, and I said, just prove to me why I cannot draw power from there, so he backed off, but our electrical company, Joe Electric, made the call unknown to me to the manufacturer of the fountains. When you take power from the three phase transformer, you get 208 volts and when I get it from a single phase, I get 230 volts, and system requires 230 volts. It works very fine with 208 because at the clubhouse it's a small fountain based on 208, but the manufacturer is talking back that he's voiding the warranty. So, then I had to buy two booster transformers that are not yet installed, but will be installed shortly, costing me \$1,800, but even with these extra expenses, I brought the whole budget about 15% less, and I will make sure that after all the expenses are paid, I will have Patti, that special account, so Patti will reimburse the HOA about \$5,000 something dollars.

Mr. Winkeljohn: Great, excellent.

Mr. Duncan: There is something else, I heard some rumors, that somebody promised that there will be a fountain in each of the 10 lakes. It was a stretch for the CDD to actually justify 6 lakes with fountains, and there was a justification for lake 7, or the justification for lake 10 in which we had an oxygen problem but, it would be very difficult for us to justify fountains in very small lakes. So, with my retirement package, I would advise the Board to stop at 6 out of 10 lakes. There is another thing, the way that the maintenance agreement is written, we have to maintain the fountains, so one of the steps that I didn't mention is actually that I have to submit the warranty package. Each of the fountains has a warranty package, it's a lot of paperwork that I have to put together. The person that was helping me from Lake Doctors retired, so now I have to do that, and we

have some warranty, but we don't have any warranty on the underwater cables, and this could be a problem in the future, especially if we have 6 fountains and everything else.

Mr. Winkeljohn: Ok.

Mr. Azcona: Do we have access to the pumps?

Mr. Duncan: Which pumps?

Mr. Azcona: Like this one back here for the sprinklers and all of that?

Mr. Duncan: The maintenance agreement states that Brigantine and Rosser pumping stations are under the CDD and the townhouse and the clubhouse pumping stations are under the HOA. So, if we want something to be done that is fed by the pumping of the HOA, we have to contact John, the HOA manager, and ask for it.

Mr. Azcona: But that's already been ironed out under amendment 4 for access.

Mr. Duncan: I'll check after we modify and get the ok from the organization that is responsible for that pumping station.

Mr. Winkeljohn: Are there any other questions on the fountains?

Mr. Jado: I do, we have a warranty contract, or we're under a maintenance contract with Lake Doctors that are going to clean the bottom of these fountains every 3 months, it's necessary to be done, is that the one in perpetuity, does the HOA agree to perpetuity, so in other words, what is it Dan?

Mr. Duncan: For what?

Mr. Judo: The maintenance contract we signed?

Mr. Duncan: For what?

Mr. Jado: For the fountains to clean, the maintenance.

Mr. Duncan: No, remember, in order to save money, I added the maintenance of the fountains under the Lake Doctors chemical and stuff, so I saved maybe 10%. So, the way the contract is written is that if we don't cancel it, it's renewable.

Mr. Winkeljohn: Right, it's perpetual.

Mr. Jado: So, the HOA agrees to that.

Mr. Winkeljohn: It's not about that, we do the maintenance, it's all ours.

Ms. Wald: It's all CDD.

Mr. Duncan: The contract is ours.

Mr. Winkeljohn: Right, and it keeps going as long as we want it that way.

Mr. Duncan: But every time, the contract requires 4 times a year, for the Lake Doctors to come and check the fountains, any additional service is actually chargeable, they might or they might not. Under the previous administration (inaudible comment) but, people should not call the Lake Doctors expecting them, and their management not to charge.

Mr. Jado: Well, if I see a fountain that's not pushing out enough water, I'm going to call because that's a \$5,000 motor. We just had that problem here, we were noticing that it was going down, but then they came and cleaned it and everything is wonderful again, therefore, if we have an algae breakout, we worry about that too.

Mr. Duncan: What I did here, is when the chemical addition to the lakes was scheduled and the guy was here, I asked him to clean the filter as a part of that and he did it.

Mr. Jado: The spray guy.

Mr. Duncan: Yes, the spray guy.

Mr. Winkeljohn: Ok, well it's an ongoing life commitment with fountains.

Mr. Jado: I know, but when we have that hydrilla or whatever it's called, it could really mess up the motor.

Mr. Winkeljohn: The fountains never disappoint with their need for attention.

Mr. Azcona: Do have we enough budget allocated towards the maintenance of the fountains?

Mr. Winkeljohn: Yes, as of right now and through the budget process we'll always look at it, if it needs to be changed, we'll change it, but right now we're ok.

Mr. Azcona: Ok.

Mr. Winkeljohn: Thank you Dan.

SIXTH ORDER OF BUSINESS

Discussion of Storage Facility

Mr. Winkeljohn: Moving on to the storage facility.

Mr. Duncan: Ok, the storage facility. So, as I mentioned in the previous meetings, I did want to take a second time around, the design for that facility in a different area. I completed what is called the conceptual design, I provided a plan drawing to the HOA, they agreed to that plan drawing, I came back to the meeting and I created the cost estimate for the total, but it was a cost estimate based on me doing the work, the general

contracting engineering about the other thing, and based on 25% of that, the Board decided to pass a resolution to contribute up to \$30,000 for something that would cost between \$100,000 and \$120,000. Mr. Wilson very kindly agreed to take over that project and I want to make sure that our HOA friends understand that I'm out of it. The problem that we had last time was the access road, and finally Roberto can talk a little bit about that.

Mr. Cabrera: Yes, the building requires access and that's probably about 20' that would encroach into the abutting upland buffer that is a South Florida Water Management requirement for that conservation easement there. Our office had a conversation with South Florida Water Management earlier in the week where they agreed to waive the encroachment so that's not finalized, I'm trying to get that in writing out of them but, this far it looks like they do not require a permit modification to our South Florida permit, and we would still be likely to require to have that encroachment addressed with the city during our site plan modification review with them, and a likely scenario is how to address that encroachment would be replacing the impacted area with another area to be adjacent to the buffer be provided a new placement, or maybe provide an enhanced upland buffer within another area already inside the buffer area, if that makes any sense.

Mr. Winkeljohn: Right, some sort of mitigation.

Mr. Duncan: It's not as clear cut, so let's assume for the sake of argument that South Florida Water Management in writing says, don't ask me, talk to the city, that's basically what they are saying, I'm ok, you talk to the city. Planning and zoning will have problems because, they always have problems, so you have to appease them, and Roberto basically says, yes, you know I can give another piece of land, and we identified two possible pieces of land that we can return to a buffer, or basically says, what happens if I actually spent the money to plant a lot of stuff next to this, so I'm giving you a density of plants which would be 5 times more than what you have now, and if they are reasonable, they will basically say yes. Now, the first thing that we hope is the easement letter, the easement letter from our knowledgeable lawyer requires a map, remember the map that you did for me on the previous maintenance building.

Mr. Cabrera: Yes, the sketch and description.

Mr. Duncan: Right, with the longitude and latitude and boundaries and everything else, that doesn't require anything from the city or anything like that, it's between the HOA

and the CDD. So, the first thing that needs to be done to have the easement letter signed by the HOA, and the sooner the better, but that requires a plan. So, you have two choices, either include the whole site plan in the easement, or include only that small part with the access road, either one would be good.

Mr. Cabrera: It's whatever the Board prefers.

Ms. Wald: Whatever we're going to need.

Mr. Duncan: Well, you have to look in the future. The HOA intends to do work on the basketball court and the replacement of the volleyball court, and maybe it will be a cost savings if we can help by working on the site plan, but in order to do work from the site plan, we actually need an easement saying that we can do that. So, there is no harm for them to give us the right to do work, obviously the work has to be approved by them if we do any work.

Ms. Wald: Well, I mean we do, the options are you do a temporary construction easement for the areas that you just need to do the work, and then we just have the overall easement just for the storage shed, and then the access.

Mr. Duncan: Yes, you could do that, so it's up to you how you want to start it.

Ms. Wald: It doesn't matter to me, legally it doesn't matter.

Mr. Azcona: Well, let's do a temporary construction one, then a permanent easement for the access to the road.

Ms. Wald: Right, you have to have the, because remember it's going to be on, I assume it's still going to be on the HOA property, or did we change all that?

Mr. Duncan: No, it's on the HOA property.

Ms. Wald: So, it's going to be on the HOA property, so the CDD is going to be the one that's going to be controlling it, so the CDD needs that easement to have the shed there. For other properties, other than where the shed is going to be, then the CDD is going to require for the work to be done, the construction, that can just be a temporary construction easement, or you could do an easement over the whole area.

Mr. Duncan: It's how the HOA prefers that.

Ms. Wald: Right, however the HOA wants it, so it's basically just talking to the attorney.

Mr. Duncan: So, Roberto has to make a map, he already was on the site map which we need for the pickleball and whatever, so my preference is for him to just do an easement over the total site plan.

Mr. Cabrera: Ok.

Mr. Duncan: But that will be, in my opinion, the cleanest one.

Mr. Cabrera: Ok.

Ms. Wald: That's how I think it would be the best.

Mr. Duncan: Now, there's a second issue, as you place the contracts for the pickleball and shuffleboard, they need to have some detailed drawings for their permit. It's actually useful if they can actually provide the construction drawings, like I provided the drawings for the maintenance building to Roberto, so the site drawing includes a sheet of drawings for that particular area that would help the vendor to get a permit, so that has to come from whoever your contracted with. (inaudible comment) So, this will be my farewell comments, and Mr. Wilson will take over.

Mr. Winkeljohn: Alright, so for the construction, or the drafting of the easement, do you want an approval from the Board, or is that enough direction?

Ms. Wald: Well, the Board had previously already approved the easement, what we're talking about, but it was in a different location. What we're talking about now is what's going to make the most sense and what's going to be palatable to the HOA, and so it's really, at first, we just had a permit easement, but it was in a different location. Now we have a situation where we would need at least a temporary construction easement to do the work at that location or we just get a full easement over everything, did I summarize that right?

Mr. Duncan: That's fine, yes. A full easement because he has to make two drawings, if you do a temporary one, he has to make one drawing for you, and one drawing for the site. If you get an easement for the total, it's the site drawing that we'll need, that you have to reference.

Ms. Wald: Again, that's totally up to the HOA whether they're going to accept it or not.

Mr. Duncan: Ok, so we have some left over money, what would it take to finish that drawing?

Mr. Cabrera: What would it take to finish this?

Mr. Duncan: Yes.

Mr. Cabrera: The easement portion, or the site plan to have everything, I think we're about halfway there on the site plan stuff.

Mr. Duncan: So, you do have the boundaries, right?

Mr. Cabrera: Yes, we have the boundaries, and we already prepared an easement for what's currently proposed of just the maintenance building area.

Mr. Duncan: The new one.

Mr. Cabrera: Yes, the new one.

Ms. Wald: So, we already have it.

Mr. Cabrera: Yes, we already that.

Ms. Wald: So, we can attach that one that we already have, so that's done, so then we might just need a temporary construction on the sites that are already done.

Mr. Duncan: Yes. The only thing that I'm a little bit concerned about is, in my opinion, do you have to survey the other side of the property?

Mr. Cabrera: It would be prudent to do so, just to see.

Mr. Duncan: So, why don't you go ahead and do that, and you'll notify me when you're done.

Mr. Cabrera: Yes, we can go ahead and schedule that.

Mr. Duncan: Ok, so it is it clear what you need to do?

Mr. Cabrera: Yes, I think so, again the only question I think is that getting South Florida Water Management exemption in writing.

Mr. Duncan: The risk is that I doubt they will take their word back. The risk would be that the planning and zoning don't agree with them, we should risk that and go ahead and do this.

Mr. Cabrera: Ok.

Mr. Winkeljohn: Are there any other questions?

Mr. Duncan: Yes, there is one other comment. The original building that I designed 2 years ago, was actually needed for the CDD storage, we bought a shed, we have some storage, so the new maintenance building that we have, it's nice to have more storage but, it depends on the cost. At the last meeting we said, ok, for \$30,000 that's reasonable, but if the cost of the project balloons, I'm sure that I can bring it within that but, if this cost

balloons and we have to add something, so we have to have a very good handle on the total cost before we just go in.

Mr. Winkeljohn: Right.

Mr. Duncan: This is what I do, I go into detail drawing, conceptual design, contracts with vendors, etc.

Mr. Winkeljohn: Right, ok, good point. Any other comments or questions regarding the storage facility, we're all together on that now? Very good.

SEVENTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: That brings us to staff reports, Ginger?

A. Attorney

Ms. Wald: None.

Mr. Winkeljohn: Thank you.

B. Engineer

Mr. Winkeljohn: Roberto, thanks for joining us today, give our regards to Butch, I know he's been very busy, do you have any report?

Mr. Cabrera: No other comments to add.

Ms. Wald: What about the survey, or not the survey, the new requirement that we have to do by June?

Mr. Winkeljohn: Oh, the capacity, I know you guys are working on it.

Ms. Wald: Yes.

Mr. Cabrera: What's that, I'm sorry?

Mr. Winkeljohn: The stormwater capacity which is due this summer. Butch has it as a task, I did talk to him about it.

Ms. Wald: Ok.

C. Field Manager

Mr. Winkeljohn: Moving on to field manager, John how are you?

Mr. Jado: Good.

Mr. Wilson: Quick question before you move on.

Mr. Winkeljohn: Yes sir.

Mr. Wilson: What is the forecast to complete on this? When do you expect it to be done?

Mr. Cabrera: Which component, the site plans?

Mr. Wilson: No, the update for the stormwater.

Mr. Cabrera: I'd have to get back with you guys on that, I don't know.

Mr. Duncan: I thought it was 2023 that you had to do that?

Mr. Winkeljohn: I believe it's 2022.

Ms. Wald: They changed it, it's 2022.

Mr. Cabrera: So, I'll get an update for you guys.

Mr. Winkeljohn: And I'll circulate any update.

Ms. Wald: They gave the guidelines in December, and it's like 20 pages.

Mr. Winkeljohn: Right, they just came out with the state guidelines, so it shouldn't be too difficult.

Mr. Duncan: Do we have an idea on the cost?

Mr. Winkeljohn: Not, specifically, no.

Mr. Duncan: Can you find out?

Mr. Winkeljohn: Yes, I will, I have a pretty good idea, but I'll find out and circulate that. John?

Mr. Jado: Yes, basically I've been getting some complaints about these grasshoppers popping up, so I went ahead and bid out the project again. Last year we paid \$3,400 for a signal insecticide application, I got it down to about 12% to \$3,025 for the same amount of houses where we had the infestation. He's also going to add a systemic, different type of chemical that will kill eggs, so not only will it kill the live ones, but it will hopefully eradicate or partially eradicate the eggs so that they won't germinate and with much less of an outbreak because I think it's the cold weather, and I don't think they're hatching, do you know what I'm saying, so I want to get permission to go ahead and continue that service with what we had put in the annual budget, so it would \$3,025.

Mr. Duncan: At the meeting we actually had a resolution. If it's not done within 2 weeks, it's a very narrow window.

Mr. Winkeljohn: Right, you miss the window.

Mr. Jado: And I'm watching them because I haven't seen the abundance, but I've seen just the smaller size.

Mr. Duncan: Just do it.

Mr. Winkeljohn: Yes, get it done.

Mr. Jado: Well, I talked to the person who does the project and he said, sometimes it takes a little bit, so I'm going to wait until towards the end of the month and then just do it.

Mr. Winkeljohn: As long as the timing is correct, you have a greenlight to get it done at the right timing.

Mr. Jado: Yes, right, so I'll be on top of it, and I've been inspecting it weekly, and I get phone calls. Then the other project is, I cut all these oak trees out at the Rosser entry there, I cut them up into 15 feet, all the branches, the HOA was nice enough to let us use their disposal unit over here, and now the HOA and the CDD are getting ready to do a joint venture to clean the walls on Rosser.

Mr. Winkeljohn: Pressure clean, yes, I saw that quote.

Mr. Jado: And we have some estimates and it's approximately \$1,375 per side, they pay 50% which is \$1,375, and we pay 50%, which is \$1,375, which will include all the walls and also steam cleaning the library wall, it's all discolored, that's an eyesore when you look across the field, so they'll clean that as best they can.

Mr. Winkeljohn: It's in the budget, but it would be ok if the Board had a motion to authorize.

On Motion by Mr. Azcona seconded by Mr. Timm with all in favor, authorizing staff to proceed with the HOA/CDD joint venture pressure cleaning project of the wall as stated on the record was approved.

Mr. Winkeljohn: And just a comment, I did circulate by email his report, normally we'd put it in the book, but sometimes what happens is the work is still happening that week right when the book is going together, so that one I just sent separately. I also have a staff person that I hired a few months ago who is a professional, like putting reports together, so she's really good at that, as a paralegal and a graphic display background which is a perfect combination, so she's going to take his raw work product and put it into the book every month for you guys, so you have a good record of his report, but also some visuals.

Mr. Duncan: Let me make a comment. The maintenance agreement, it's called pending the CDD, to actually pay for our part, so if the process is following what we have in the maintenance agreement, I don't think that the Board should actually be compelled to vote on each of the maintenance parts that are included in the maintenance agreement. For example, if we decided that the walls have to be cleaned, and if the two parties did their best to get the most cost efficient stuff that needs to be done, even if we vote down our part, it's actually not possible.

Ms. Wald: Well, it's a budgetary process too, so what Paul was saying before is, it's already allocated within the budget, and as was stated, it's the 50% from the maintenance agreement with the HOA, there technically is not a requirement, they have to go ahead for each single one of the items as long as it meets the agreement, but since it's here, Paul is just asking for the motion. Normally what you'll see, you don't have to have a meeting every month if you don't need it, those will just go through, Paul will bring them back to you for ratification.

Mr. Winkeljohn: Right, so what we'll do is his report will evolve to the point where we'll have that type of information in the report at the same time, so you'll see the physical what was corrected and maintained, or whatever, but also how we're tracking budget-wise, so we'll get there.

Mr. Duncan: No, but what I'm saying is, we have a maintenance agreement, so inbetween that, John was sent an email to that cost estimate which is \$3,000, and our budget is \$1,600, my gift to the chairman, and he can go ahead and do it because it's a part of the already agreed process.

Mr. Winkeljohn: Right.

Ms. Wald: It also has to be within the budget.

Mr. Duncan: Yes.

Ms. Wald: And then Paul needs the ratifications that the action happened, that's it.

Mr. Winkeljohn: Very good.

Mr. Jado: Some of the things we're doing like the heavy trimming on Rosser, and I also had all the palm trees done because I couldn't reach them, they were 20' high, it's impossible for me to get to it, they've never been done, so those are things that I'm going to be doing yearly to keep the place looking proper. I'd also like to clean out the beds in there, and put mulch in to make this community look like it's supposed to, mulch the

insides of the gates, the islands, and I want to replace, there's one tree that's half dead out there which I've got a price for approximately \$550 to take it out and reinstall a new tree.

Mr. Winkeljohn: Right, and the process just for everyone's sake is as he identifies projects, if they're within the budget and they're timely, I will authorize them, if they're exceptional we'll bring them to the Board for discussion, and that's how it will happen, but John likes to give us the day to day, but the bigger process is what I just described. Excellent, anything else?

Mr. Jado: No, that's it.

Mr. Winkeljohn: Outstanding.

D. CDD Manager

Mr. Winkeljohn: Nothing under the manager's report, other than I appreciate everyone's accommodation due to health reasons, not holding the last couple of meetings and we're all healthy and back up and running, so again I appreciate everyone's patience on that.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Winkeljohn: Supervisors requests, any other topics for today? Anything from our audience?

Mr. Duncan: So, my expectation is that it will take me maybe 30 days to actually get Mr. Wilson up to date, and finish the transition on all the projects, and then you will get my resignation.

Mr. Winkeljohn: Ok, I appreciate that, but I'm sorry that's still happening.

Mr. Wilson: And I appreciate that Dan.

Ms. Logerby: I just want to say something, the HOA and working with John and everybody working on the plantings and mulch and rocks and stuff, that's been going very well.

Mr. Winkeljohn: Yes, it looks great.

Mr. Jado: Yes, everything went great, we're getting along fantastically, I can't say enough about John in corporation with me, and we corporate together, everybody is getting along.

Ms. Logerby: So, as you guys will continue to communicate.

Mr. Jado: And work on whatever he needs me to do to help him, and I'll assist him in any way I can.

Ms. Loberby: Ok, perfect.

Mr. Winkeljohn: Very good. Yes sir?

Mr. Duncan: One thing that I would like to do before I fly into the sunset, I use the pool a lot, and there is no WiFi, for 3 years I'm saying I'd like to take care of that, I talked to John and I have a proposal, and if you don't have money for that proposal, I can use some of the money that I have that was returned to me, to make this thing happen.

Ms. Loberby: It's in the works.

Mr. Duncan: Well, for 2 ½ years I heard that, and it's not in the works, because you have the main router in a place that doesn't work.

Ms. Loberby: We're in the process with Joe Access, we're going through everything with the Envera system and AT&T so we're trying to figure it out what needed to be done, so it is being worked out, he's been out here several times and it is in the process.

Mr. Duncan: Ok, when you have a solution, when I did the easement for AT&T, I have a lot of pull with AT&T, and I said you guys don't have to do nothing, and I'll take care of that, and Nick says, don't worry I'm on top of it, then a year later when I mentioned it, he said it's not a big priority for our Board. So, I asked John to put me in touch with Joe already to find out what his thoughts are for the extender, but the way that the system is now, it will not work with that, it has to be something else, including running the wire.

Ms. Loberby: Correct.

Mr. Duncan: But if you want, I can help you, and if you don't, it's what it is.

Mr. Winkeljohn: Ok.

NINTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance Sheet and Income Statement

Mr. Winkeljohn: The next item on the agenda is the financials reports, which includes the check run, balance sheet and income statement. The good news is your tax money came in once again, congratulations, but you are tracking nicely for the first quarter of the year without any problems, as designed.

Mr. Duncan: And I asked Patti to send me the insurance contract for the Board, and it was a new type of challenge, so I'd like to see what liabilities the Board is covered under and everything else.

Mr. Winkeljohn: Ok, and as Board members you're protected under directors and officer's coverage and so the errors and omissions and such are all included in that, that's the predominant liability, when you don't really own vertical land, like a building, it's a very broad and excellent coverage for a new Board member. You may already know this, the newer Board members, that you are under sovereign immunity protection as long as you don't violate it and you do something wrong, so with that, your insurance is very cheap by any standards, so you get a broad healthy protection because they're limited. So, anything you want to see I can get for you, or did she send it to you?

Mr. Duncan: No, she just emailed it, and every time just before the meeting I go over the check book, and when I see something that I was not familiar with, it's once a year, so I called her.

Mr. Winkeljohn: Right, and just broadly to the audience, when the District does take on projects, there's a benefit to the greater community, when we assume the responsibility and the risk for those reasons.

Mr. Duncan: We are tax exempt.

Mr. Winkeljohn: Yes, and we're tax exempt. Very good, is there a motion on the financials.

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

TENTH ORDER OF BUSINESS

Adjournment

Mr. Winkeljohn: If there's nothing else, Dan's favorite motion would be to adjourn.

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

February 8, 2022


Secretary / Assistant Secretary

Portofino Isles CDD


Chairman/Vice Chairman