



***Portofino Isles***  
***Community Development District***

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**<http://www.portofinoislescdd.com>**

**Dan Duncan, Chairman**  
**Ronald Willemstyn, Vice Chairman**  
**Juan Azcona, Assistant Secretary**  
**Frank Austin, Assistant Secretary**  
**Piotr Trocki, Assistant Secretary**

**June 9, 2020**



# Portofino Isles

## Community Development District

5385 N. Nob Hill Road, Sunrise, Florida 33351  
Phone: 954-721-8681 - Fax: 954-721-9202

June 2, 2020

**Board of Supervisors**  
**Portofino Isles**  
**Community Development District**

Dear Board Members:

A **communications media technology meeting** of the Board of Supervisors of the **Portofino Isles Community Development District** will be held on **June 9, 2020** at **10:00 a.m.** In accordance with Office of the Governor, Executive Orders authorizing the use of communications media technology, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following call-in information: from your computer, tablet or smartphone go to: <https://global.gotomeeting.com/join/932070317> or by dialing **(646) 749-3112** and **Access Code: 932-070-317#**. Following is the advance agenda:

1. Roll Call
2. Approval of the Minutes of the April 14, 2020 Meeting
3. Update on Lakes and Natural Preserves and Consideration of Proposals
  - A. Allstate Resource Management, Inc.
  - B. Solitude Lake Management
4. Update on Rules
5. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager
  - D. CDD Manager
    - 1) Number of Registered Voters in the District – 1,262
    - 2) Discussion of Financial Disclosure Report from the Commission on Ethics and Reminder to File Annual Form
6. Supervisors Requests and Audience Comments
7. Financial Reports
  - A. Approval of Check Register
  - B. Balance Sheet and Income Statement
8. Adjournment

*Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.portofinoislescdd.com>*

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

A telephone conference meeting of the Board of Supervisors of Portofino Isles was held on Tuesday, April 14, 2020 at 10:00 a.m. It is being held in accordance with the Office of the Governor, Executive Order 20-69 (Emergency Management – COVID-19 Local Government Public Meetings) authorizing the use of communications media technology, such as telephone conferencing, as provided in Section 120.54(5)(b)2, Florida Statutes, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following call-in information 1-866-730-7514, participant #753973 and are further encouraged to submit comments or questions in advance of the meeting by email to [info@gmssf.com](mailto:info@gmssf.com) or by calling 954-721-8681.

Present and constituting a quorum were:

Dan Duncan  
Ronald Willemstyn  
Juan Azcona  
Frank Austin

Chairman (via teleconference)  
Vice Chairman (via teleconference)  
Assistant Secretary (via teleconference)  
Assistant Secretary (via teleconference)

Also present were:

Ginger Wald  
Paul Winkeljohn  
John Jado

District Counsel (via teleconference)  
District Manager (via teleconference)  
Field Supervisor (via teleconference)

**FIRST ORDER OF BUSINESS**

**Roll Call**

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

**SECOND ORDER OF BUSINESS**

**Approval of the Minutes of  
the January 14, 2020  
Meeting**

Mr. Winkeljohn: Item No. 2 are the minutes from the January 14th meeting, if those are in order a motion to approve would be appreciated. Is there a motion, and please state your name?

On Motion by Mr. Willemstyn seconded by Mr. Austin with all in favor, the Minutes of the January 14, 2020 Meeting were approved.

**THIRD ORDER OF BUSINESS**

**Consideration of Resolution #2020-02 Approving the Proposed Fiscal Year 2021 Budget and Setting the Public Hearing**

Mr. Winkeljohn: Item No. 3 is resolution #2020-02 which is approving the fiscal year 2021 proposed budget and setting a public hearing. I'm comfortable presenting today's budget for a number of reasons, one, obviously we still have in place a state deadline to have the proposed budget set by June 15th. Secondly, there's nothing in the budget that's proposed to be changed where I think the public would be at a disadvantage by not attending today's meeting because of the situation or being telephonically involved. We did advertise specifically for a telephonic meeting and Ginger oversaw that to make sure that we gave the public every opportunity to participate. If we had any significant, like an increase or a major policy shift or something like that, we might consider waiting a little later, but because none of those facts are in place today I'm very comfortable proposing resolution #2020-02. The budget has been circulated and I've had some feedback from a few Board members and those items are included to the best of my knowledge as of now. If there are any other changes, this resolution does not increase the assessment, it uses the previous assessment. The big picture is to try to start to identify the amount of reserves and to build those reserves for future items as you'll see in the budget, but again no increase to the assessment, and historically the last few years we've used our discretionary funds for larger projects. Without a large project pending, the intent was, like I stated to build our reserves by category, and I don't have a reason to delve deeply into what their proportions are but they're basically set at a rough estimate of what we think they cost. In the future should we ever really want to get deep into that we could do a complete reserve study, but at this point and the age of our infrastructure still being young I don't feel it's necessary, so, with that I'd open it up to anyone, and go ahead Dan.

Mr. Duncan: Yes, I checked line by line the budget and it looks ok, it's more straight forward than in the past year on what the unassigned funds are for, and I worked with Patti and it looks good, and there are no major differences from the past year, and we tried to better allocate the funds to what areas that we know that needed maintenance of other things, so it looks good.

Mr. Winkeljohn: Thank you, any other questions or comments?

Mr. Azcona: This is Juan, I do have a question.

Mr. Winkeljohn: Yes sir.

Mr. Azcona: Ok, so due to the current situation, present and future, obviously the COVID-19, will it be important to consider maybe a contingency budget, money that we can allocate for future policy changes, or changes in procedures that will need to take place to accommodate to any possible needs? Maybe you guys are aware of anything that is changing with regards to requirements, inspections, etc.

Mr. Winkeljohn: Sure, and I can take that in two phases, the first phase is, this budget is only setting the assessment level which I don't think any of us are interested in changing that. The second part is, we can change any of our budget items should something shift and we need to do business a different way, for instance, like the way we do our infrastructure which is pretty independent, like lake maintenance, and landscaping. From what I can tell none of those factors appear to be threatened or forced to have to alter their business. That being said, should our meeting situation become very complicated or more expensive, for instance, like we have to provide a better facility, or different approach to having public meetings, and I'm just thinking out loud. We could adjust our budget through that process easily and I can't think of anything we could absorb within reason, and I don't see anything right now to go any further, but both those factors allow us to adapt should anything like you suggest force us to spend money differently.

Mr. Duncan: We have a reserve fund that we assign for, we can adjust the reserve in these four areas or a fifth area if needed.

Mr. Azcona: Ok, understood.

Mr. Duncan: So, at this moment the question before the Board is, what is the taxation, what is an appropriate taxation that the CDD will give to the homeowners, and we keep it like last year and that will cover our expenses plus the contingencies.

Mr. Azcona: Ok.

Mr. Winkeljohn: Other item that we need to include in this is the public hearing date for adoption. My instinct is to push that later for obvious reasons and possibly the August or September meeting would be sufficient for us. That would give us a lot of time should something dramatic happen, say the State issues a different set of rules for budget, I don't know, I'm just thinking out loud. The more time the better, and also the more social distancing relaxation I think will happen so, either that August or September schedule meeting would be my recommendation. Does the Board have a preference or anyone?

Mr. Azcona: I'm ok with that timing, this is Juan.

Mr. Winkeljohn: Would you prefer August or September?

Mr. Duncan: No problem, it does not impact anything.

Mr. Winkeljohn: Ok, so I'm going to recommend the September 8th meeting be included in the motion to approve resolution #2020-02, do we have a motion?

Ms. Wald: Hold on, this is Ginger.

Mr. Winkeljohn: Yes, Ginger go ahead.

Ms. Wald: What is your deadline for the county to get the budget to them?

Mr. Winkeljohn: For this county, when there's no change, I don't see the September meeting being a conflict, usually I certify the final roll on September 15th. This is a roll that's unchanged so it will be very easy, it won't take any time, so I'm comfortable.

Ms. Wald: That's fine, you have the deadline so you know when they are, I just don't want you to be in a situation where you have a problem and now you're kind of coming up against the deadline, but if you're comfortable, I'm fine with it, thank you.

Mr. Winkeljohn: I appreciate that, and that gives us the most amount of flexibility should we have to re-set that public hearing, we'd be able to do that. Are there any other comments, or is there a motion to set the public hearing for that date?

Mr. Duncan: The only comment is that if we have a deadline of September 15th, and usually we have a meeting, and today is the 14th, we have to schedule the meeting in September in the first Tuesday of the month.

Mr. Winkeljohn: Right, September 8th.

Mr. Duncan: So, we have a meeting before the 15th.

Mr. Winkeljohn: Yes, it would be the 8th, September 8th.

Mr. Duncan: Right, so it has to be in the first week, and this is Dan Duncan, the first week of the month, it has to be and I don't have a calendar here, but let me look at my computer.

Mr. Winkeljohn: That would be actually Labor Day weekend.

Mr. Duncan: Right.

Mr. Winkeljohn: Do you want to try the August meeting and avoid all holidays that way, August 11th, that's totally fine with me.

Mr. Duncan: This is what I was referring to the first Tuesday in September, I mean we can do it on the 8th of September.

Mr. Winkeljohn: Right, the 8th works.

Mr. Duncan: So, let's do it and to make sure we schedule the CDD meeting on the 8th of September.

Mr. Winkeljohn: Ok. So, is there a motion?

Mr. Azcona: And that meeting will cover both, the budget and the regular CDD meeting?

Mr. Winkeljohn: Correct.

Mr. Duncan: Yes.

Mr. Azcona: Ok, sounds good to me.

Mr. Winkeljohn: Is there a motion then for resolution #2020-02 with the hearing date on 9/8?

On Motion by Mr. Azcona seconded by Mr. Willemstyn with all in favor, Resolution #2020-02 approving the proposed Fiscal Year 2021 Budget and setting the Public Hearing on September 8, 2020 at 10:00 a.m. either telephonically or at 1856 SW Newport Isles Blvd., Port St. Lucie, FL was approved.

Mr. Winkeljohn: And I'll call the roll for those in favor, Dan?

Mr. Duncan: Yes.

Mr. Winkeljohn: Ron?

Mr. Willemstyn: Yes.

Mr. Winkeljohn: Juan?

Mr. Azcona: Yes.

Mr. Winkeljohn: And Frank?

Mr. Austin: Yes.

Mr. Winkeljohn: Excellent, that closes that item.

**FOURTH ORDER OF BUSINESS**

**Acceptance of Audit for  
Fiscal Year Ending  
September 30, 2019**

Mr. Winkeljohn: Item No. 4 is the acceptance of the audit, this has been reviewed by staff and we recommend a motion to accept this audit as a record of the District.

Mr. Duncan: Yes, I read all the detail and this is a much better audit than in the past. It's very well written and very well explained about the difference between the two parts of the financials of the CDD, so I'm very pleased that we changed auditors.

Mr. Winkeljohn: Thank you. Is there a motion to accept?

On Motion by Mr. Willemstyn seconded by Mr. Austin with all in favor, accepting the audit for Fiscal Year Ending September 30, 2019 was approved.

**FIFTH ORDER OF BUSINESS**

**Discussion of General Election Procedures**

Mr. Winkeljohn: Item No. 5 is the general election procedures, and I think this Board is very familiar with the 2 year election cycle. Seats are up for Piotr Trocki, Juan Azcona, and Ron Willemstyn, all 3 of those seats will be eligible for general election, and the qualifying period is outlined in your book, and I know you guys are pretty familiar with it, and in the history of your community the importance of the continuity of your Board, I like that. So, if anybody has any questions or wants to discuss it any further, just let me know.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

Mr. Winkeljohn: Not hearing any comments, we can move to staff reports, Ginger anything for our friends today?

**A. Attorney**

Ms. Wald: No, I hope everybody is being safe and well, and hopefully the next time we meet we won't have to do it this way.

Mr. Winkeljohn: Very good, thank you Ginger.

Mr. Duncan: This is Dan Duncan, I have a couple of questions. First, when we have a meeting, and we have a couple of actions, I would like these actions to be summarized at the end of the meeting and I would like the staff to actually act on these actions. So, the last time there was a letter on a meeting about the LED lighting that is in the minutes, and that was supposed to end with a letter from Ginger to HOAs basically saying that we have no problem with them agreeing with FPL to change the lighting. Last time it was a question related to why the CDD would get involved, and I think Ginger contacted Butch to make sure that the poles are on CDD property. If that pole is out of the CDD, and basically now I had to call, or I wrote an email to Paul to write in the minutes so it's ok. So, this had to be followed up, and I should not have been involved. Secondly, there are two items outstanding that have been outstanding for many months, one item is related to the north governing the lakes, or in general, lakes, natural preserves and so forth, that we know should have been basically agreed, public hearings, and they can go on for a while, and it should have been brought up.

We usually skip a couple of meetings, and then we have a meeting like this, but we have to follow up on these actions. Finally, there was another action from Ginger contacting the city about the air conditioning, Brigantine, the issue with the air conditioning we were not notified, they approved something that we have a problem with, that was a temporary approval, if we do nothing it's becoming a final approval, so all these things need to be followed up and reported back to the Board.

Ms. Wald: Well, I can take the last one first, I did contact the city with my contact at the city attorney's office, and we haven't had a meeting unfortunately for a while since that period of time, and the question that was posed by you, and I think it was specifically as to the enforcement whether they were willing to write something in with the approval. What their request back was that they would enforce through code enforcement, as to that unfortunately I do not have all of my emails and files here at home, I do have those at home that I need but that was my recollection of that conversation. From that I believe my recollection and also reading the minutes was that Butch was going to try to set up a meeting with the city folks and have an initial discussion in regards to potentially entering into that maintenance agreement with the city, and also the city taking the, talking about the ownership of the roadway. I doubt if any of that has occurred based upon what happened.

Mr. Duncan: No, I asked and participated in the meeting, but there are 3 different issues which are not related to each other. One issue was actually the air conditioning and the fact that we were not contacted, that was issue number one. Issue number two related to the fact that they used the parking for cars and other industrial machines that were not supposed to be there, and that's an enforcement issue. Thirdly, they put all kinds of ads or something on the lawn, and these are individual people that are leasing some of the units. So, there is an enforcement issue which we don't have a problem if we notify them and they will enforce it. This has actually nothing to do with the fact that the zoning approved a variance without asking us, even though we own the road which is adjacent to the development, so that was the main issue. Now, there's a fourth issue that we were inquiring what it would take for the city to take over Brigantine, and that's completely fourth issue and we had a couple of meetings, and Butch was supposed to send them a letter, meanwhile I can talk about these meetings, and I changed my mind

in a couple of areas and I can talk to the Board about it. My problem is that we actually have a list of things that we talked about it, and my expectations are they have to be followed up, and that includes a little something from the District, and 6 months ago we talked about the letter, 4 months ago we talked about the bylaws that govern the lakes and the natural preserves, and I would like a number of actions that were identified to be followed up and reported at the following meeting.

Mr. Winkeljohn: Very good. Are there any other questions for Ginger?

Mr. Azcona: This is Juan, yes, I'm going to emphasize what Dan just said, it's not whether the chairman likes it or not, it's the responsibility of all the parties if the Board, or the chairman asks for something to be done that has to be followed up by whoever it has been delegated to, and then there should be no need for the chairman or any Board member to have to follow up and keep requesting for this request for this recourse to be provided, that should be something that should be automatic by each applicable person, they should be providing those reports every time we meet, so that the expectation of the Board would be followed up by all the applicable parties.

Mr. Winkeljohn: Agreed, thank you.

Mr. Duncan: Ok, so we are here now so let me try to report to the Board and the staff about the meetings with the city.

Mr. Winkeljohn: Excellent, go ahead.

Mr. Duncan: So, we were contemplating the fact that we are spending a lot of money on Brigantine and as the owner of the road we are not even involved in the decisions that impact us. So as a result, we had the meeting with the city in which we tried to ascertain what it would take for the city to take over Brigantine. This is a process that the CDD tried in 2011 I think, with no success because the city posed a lot of requests for the CDD to bring the road to some type of standard. So the CDD did a lot of work on this and a lot of stuff, so we tried to do that again, and Butch was supposed to write an initial letter to the city requesting them to come and assess what the CDD should do to bring the road to the city's standards. We think we've already done that, but I'm not sure that Butch wrote this letter but that was the request and he was supposed to follow up on that. Now, in the process I realized talking to the city staff that would not take care of the landscape, road and everything else the way the CDD

does, so as a result we have a investment of at least \$750,000 which would be decay of the years if we actually give it back to the city. So, the next option will be for the city to take over the road and sign a maintenance agreement to the CDD for us to continue to maintain the Brigantine landscape.

Mr. Azcona: So, the maintenance will be only pertaining to landscape, not to the actual road.

Mr. Duncan: That's correct. So, now I was starting to look at what are the costs of CDD related to the road itself. So, there are two costs, one is resurfacing the road which maybe occurs every 10 years I think, and that cost is in the \$100,000 range, so we would have to have a reserve fund of about \$10,000 a year. The other problem is cleaning the sidewalk, now the city even if it takes over the road stated clearly that they don't do the sidewalk. Now, we have not cleaned the sidewalk since the beginning of installing, but we were looking at that, and I think John got an estimate of about \$1,500 because in terms of construction the sidewalks look awful. So, out of our abilities are about \$10,000 a year basically, and if we give the road to the city, we will have very little spending. I don't know how much spending we have to date, but we have even less spending to try to get this Brigantine road in a nice way.

Mr. Azcona: I think that's the problem that we have legal standing supposedly now, but the city does whatever they want without contacting the CDD about anything regarding Brigantine road. In the meantime, the CDD continues to pay for 100% of the maintenance and we have no say as to anything that happens on Brigantine. So, if they're going to continue that way, the feeling is that the city should pay for the maintenance and like you said, we should have an agreement for maintenance in landscaping and the CDD will take care of it, but then the city should be responsible for the actual road maintenance.

Mr. Duncan: Well, let me tell you that this was my original position, but I don't think that this is my position today, because the city stated clearly that they would not clean the sidewalks. They stated clearly that if something happens with grass and landscape, we had problems with trucks coming over and we have been paying to repair it, and they said no. They also would not clean up the litter that blows from Walmart or from new developments John does that. So, in order to maintain the high

quality of what we have today, they will not pay for them, basically they will not pay for the sprinkler system. So, for \$10,000 a year I am giving up all my rights, and if I take \$10,000 and divide that by 700 units or what we have, that's nothing, that's like \$12 or \$13, so in this moment I suggest that we should continue the way it is, and ask Ginger to try to tell the city that the way they are doing it is actually not conducive for a good relationship with the CDD.

Mr. Jado: I looked at Aledo and we don't want it to look like Aledo because they take care of that too, the city.

Mr. Winkeljohn: Right, and this is Paul, that's very typical when cities and counties are maintaining things, they maintain them by what we call highway standard, which is at the most a monthly cut, at the most, maybe a tree trimming every few years, very limited, no fertilization, no irrigation check, like none of that level, a much different level than you all would expect and we would want. So, I totally agree with the strategy that Dan has come to.

Mr. Austin: This is Frank, just to piggyback on what John said, that's my sentiments exactly on Aledo, is that I've never seen anything done over there, it looks terrible, they don't cut the bushes and clean the sidewalks or anything over there, and usually the grass is dead, and secondly, if it was decided to turn it over to the city we're still faced with costs to get it to a standard that they agree to accept, or then they won't maintain that standard. So, I'm inclined to agree with Dan is that we just bite the bullet and for \$10,000 or \$11,000 a year or whatever it costs, then we're in control of how our entrance looks.

Mr. Willemstyn: Correct.

Mr. Azcona: This is Juan again. I think we all agree that we want to keep it looking as it currently is and keep the maintenance, I think we're all on the same page. However, there are different related costs that we have, if we decide to do the sidewalks, we know the city is not going to do it. If we're doing the irrigation, the landscape lighting, all of those we already know those are projects that are expensive, and we will take care of that at the CDD. However, separate from all of those expenses then there is \$100,000 to take into consideration that will be kept for the road. If we were to ask the city once again if they would take over that cost, and allow the CDD to

maintain the landscape, the sidewalks, including the litter, the lights, everything else will be maintained and paid for by the CDD and if we have that in a written agreement I think that will be a benefit for the CDD because we will keep the same rights to keep it as nice as it is, and we will be saving \$10,000 a year.

Mr. Austin: Yes Juan, and this is Frank, the other point there is, the other thing to consider is that recent build there, and particularly more building between those and Gatlin, we don't know what kind of traffic we're going to have on Brigantine that might affect the condition of the road that, as Dan said would probably be a 10 year resurfacing, it could come in 5 or 6 years, so then we're at a shortfall.

Mr. Azcona: Exactly, so that's something to take into consideration. I think we all agree we want to keep it as nice as it is, and have control over it, but since the city does whatever they want when it comes to Brigantine, then they should be paying for at least the maintenance of the road itself.

Mr. Duncan: I didn't make myself clear, there are only two options, in this moment we own the road with a public access. If we give up the road, and we have a maintenance agreement with the city on the landscape, we would actually have no say, I mean we have a legal standing today, we will have now, they don't do everything they want to do, but we had the problem that we had not been notified, if we were notified we would have gone to the city public hearing, and we would have had a standing. So, there are two different issues and two different items, but we can talk about it in a future meeting.

Mr. Azcona: Well, the CDD can do something if we are notified, but if the city fails to notify us and they already took action, then what's our legal recourse if we were against the action that was taken, do we have any legal recourse? Ginger, can we do anything about it, or we just have to eat it?

Ms. Wald: Well, you're talking in generalities, what happened before, and the question was whether notification came through as being the adjacent property owner, and there was question of whether that was done or not, and asked for all the notifications to be forward to me, then the option that we had was to go ahead and appeal and whether we wanted to appeal that, whether making the argument that notice wasn't received, and so that is the option that you had. That was not taken, what we did

was to follow up, and what I'm talking about was the last issues which was dealing with the air conditioning units, or to follow up to do the secondary part which is putting something in that permit as to allowing the air conditioning units to be in the permit and the landscaping requirements, and that was the discussion that I had with the assistant city attorney. I mean that's your option, we don't receive the notification pursuant to the ordinances, where an individual on their own property is requesting a variance, and you're an abutting landowner, you have a right to appeal. If notice is received, and remember the notice that is going to happen, is you're going to have that notice pursuant to the city's own ordinances which is a posting, and then you'll also have the notification that is going to be sent directly to your District manager because your District manager is the one that officially receives the notices, as listed as the property owner. So, with that, if those are completed then the notice has been done, if it hasn't, then you can appeal. If the notice is received, then obviously you have the right, and of course any member of the public has the right to show up to the hearing and to object thereto. Those are the legal options in regards to any type of changes on private property, like a public property, but the private property in regards to permits, development plans, and so forth.

Mr. Duncan: It's even more than that, I actually went to Butch and checked the situation around the air conditioning and everything is spaced, and they have little soil around them, most likely they would plant something but would not grow, and then instead of having a drip line irrigation to maintain that, they had some sprinkler heads that will never be used because it will go directly into the air conditioning, you end up spraying it into the air conditioning unit. So, the developer without asking the city moved the air conditioning from the roof to the lawn and then went in and had 5 votes on the zoning board to actually approve that, even though that goes against the zoning code. So, they send a notification to Paul and then sent a notification to Butch, and these notifications were lost because they sent a lot of notifications about a lot of things, so this is all we have today, but it's still my belief that we have a better standing if we own the road, than if we don't own the road, so this is for the Board to decide.

Mr. Azcona: Ok, so this is Juan again, so we may have a better standing, however, history has proven otherwise, and again, I'm just playing devil's advocate here

so we can see that, but I think we're all on the same page with regard of how we want Brigantine to look and how we want it to be maintained, however, Frank brought up a very good point, that's a commercial area, there is commercial vehicles coming, increasing traffic, and estimated repair of the road is every 10 years, but we don't know if that's going to become, instead of 10 years, 5 or 6 years. So, now all of a sudden we have to consider that if we are going to own it, and decide that's what we're going to do, we may need to maintain the assumption to allocate possible additional funds in the event repairs are needed within that 10 year period, or repairs that are needed as needed on a yearly basis, in addition to every 5, 6, 7, or 10 years resurfacing of the road.

Mr. Duncan: We don't have to decide today, I asked Butch to send the original letter to the city asking them what it would take for the city to take over Brigantine, so we are in the preliminary stages. So, let's find out and when we have all this information, we'll come back to the Board and present it.

Mr. Azcona: Ok, and going back to what Frank said a while ago, I think we've had this conversation many times, so when are we going to get a follow up and a final response from the city and when are we going to get a report from Butch about it so the Board can make a decision, because I think we talked about this months ago, and more months ago and we keep revisiting this and then there's no final resolution on what we're going to do about it.

Mr. Duncan: So, Juan, this is not, we had a meeting with the city which was the first steps in seeing what the city would need, so we had that about 3 or 4 weeks ago so we cannot have these meetings any more. Then the next step was for Butch to send the letter, the letter says that we are inquiring what it would take from the city to take over the road, and then they will do an estimate and they tell us, and we will make another estimate of how much it will cost to bring Brigantine to whatever standards the city will move forward then.

Mr. Azcona: Ok, so any timing, or when should we expect to get that report from Butch?

Mr. Duncan: Paul should follow up with Butch, and the situation with the letter, after the letter has been sent, you have no control on what the city will do with the letter or when they will come back to us.

Mr. Jado: Correct.

Mr. Winkeljohn: Got it. I will contact Butch, and I sent him a note while we were talking to see if he was able to join us, but I haven't heard back from him but I'll ask him about the letter as well.

Mr. Azcona: Ok.

Mr. Austin: This is Frank, one other comment I'd like to make on that is we own the road, we upkeep the road, even as a public road, but the city didn't even have the common courtesy to notify us about the traffic pattern and how they were going to set that entrance and exit up into those few businesses there, so I don't know how we can possibly get their attention to contact us with this stuff but that's kind of aggravating that it affects us but we have an opportunity to review the plans.

Mr. Duncan: And this is a completely different issue. The Brigantine road is not a public road, it's a public access, which is different, it's owned by the CDD and it's a public access road, and it is like that because the developer originally signed a contract with the city. Having said that, there was a PUD keep in mind or whatever, and they show what the city needs to do with the Brigantine road, a right lane, a left lane through Walmart, or whatever but they haven't done it, and they actually notified us about all these changes and that's completely different, we actually have control on the traffic into Brigantine and if I want to stop that traffic, and change the patterns, it will cost us about \$50,000. So, we had another couple of meetings that I attended in which we are trying to resolve this issue, so that's a completely different situation and it is my belief that we'll have to wait to see what is the actual pattern traffic, we don't know how many units there are, we don't know what type of small businesses there are going to be, we don't know what they would need in traffic, so we're waiting until we regroup when we actually understand a little more. At this moment remember we have more 4-way stop signs there, so I don't think it affects the issue, and we might see that the traffic might take a right and go backwards towards going out on Gatlin because we don't have a left turn on Gatlin coming out of Brigantine.

Mr. Azcona: With regard to safety, now that you brought it up Dan, we had been discussing that there are some people that come flying from Gatlin into Brigantine, all the way to the stop sign, we had some accidents there.

Mr. Duncan: No, I mean coming from the community out, not coming from Gatlin because from Gatlin you have to take a right. So, the accidents were on the other side, you have people coming from the community were coming there and people were taking a left on Aledo and going straight, so this is where the accidents occurred.

Mr. Azcona: Well, there were accidents too where people were coming from Gatlin into the community, on that road, speeding.

Mr. Duncan: Well, you have stop signs, if they don't abide by stop signs, we can't do anything.

Mr. Willemstyn: That becomes an enforcement issue, not a CDD issue.

Mr. Azcona: Exactly, the CDD cannot enforce it, only the city can enforce it.

Mr. Winkeljohn: Ron, that was you mentioning the enforcement just for the record?

Mr. Willemstyn: Yes.

Mr. Winkeljohn: Ok, so this is a conversation between Dan and Juan with input from Ron, thank you.

Mr. Duncan: Anyway, we should assume in getting the right information related to Brigantine, and when we have this information, we should come back to the Board for a final decision on how we proceed.

Mr. Winkeljohn: Got it.

Mr. Duncan: And this is the path that I'm on at this moment.

Mr. Azcona: Ok.

Mr. Winkeljohn: Alright, we'll get that on the agenda as soon as possible, as soon as we get the feedback from Butch and the city. Are there any other questions? We are moving towards field manager from John.

## **B. Engineer**

Mr. Duncan: Well, I need to know from Ginger when the bylaws related to the lakes and natural preserves will be issued.

Ms. Wald: Well first of all, that's what he did, not at the last meeting but I believe it was the meeting before it, I'd have to go back and look at his notes.

Mr. Winkeljohn: It was October.

Ms. Wald: But what you did was provide the authority to the District manager, he was going to contact the homeowner's association in regards to their rules and regulations, and whether they would be willing to go ahead and do the enforcement, and if they were willing to do that then we would work with them with having the same rules and regulations, go back to that and the District manager was given the authority to go ahead and set it for a public hearing once that was included, so it's not about Ginger, I have to point that one back to Paul.

Mr. Winkeljohn: Yes, that's fine I was going to go over that.

Mr. Duncan: Well, I think Paul contacted them, he got no response.

Mr. Winkeljohn: Yes.

Mr. Duncan: And basically, based on my understanding through my own channels, is that they are not interested in cooperating, and they are not interested in being the enforcer with fines and everything because he has no time.

Ms. Wald: Well, then it's going back to what we originally had with the revisions that the Board wanted to the rules that Paul has put together, that I had already provided my redlining to, we had our meeting at that point, which again was months ago. The Board provided input and we put it on hold because the question would be the HOA, and go ahead and getting that enforced, so with that gone, Paul has the authority to go ahead and re-set it for a public hearing on a new set of rules.

Mr. Winkeljohn: That's my understanding, and that is correct. What I was thinking originally was to set it with our budget cycle so that we do our public hearings altogether, and we've set that now so what I'll do is refresh everyone's memory with the latest draft. I'll circulate those, and what Dan said was exactly accurate, we went through all the steps with the HOA, and received no feedback or participation in the discussion, so we're kind of going on our own. We also added this other item, and I'll jump into my comment about the lake, the preserve letters that I had sent to everyone, we're trying to do all these and in my mind simultaneously so our rules fold in nicely with our notification to the residents and moving forward that we're going to have to do all

the day to day enforcement, for lack of a better term. So, with that, the letters can go out, and I don't think they should go out right away, I think they should wait a few more weeks, just as the optics of it coming out right when people are in an odd place for obvious reasons, but I'm thinking mid-May, the two letters would go out, then we can adopt and send out our rules at a later time. The rules will be available, because our meeting is in September, so the rules would go out probably in August for circulation and then we can adopt them at that September meeting.

Mr. Duncan: Paul, based on a couple of discussions from homeowners, they have no idea what the CDD is, and its relationship to the HOA, so my suggestion to you is in the second paragraph to include maybe a small section about CDD, being a semi-government and so forth.

Mr. Winkeljohn: Ok, good idea.

Mr. Duncan: Actually, the auditor has one or two paragraphs that describe the CDD that are very good if you can actually pull it and put it in.

Mr. Winkeljohn: I'll take a look at that, and add that to the letter, I agree that would be good background.

Mr. Duncan: Ok, and every time I talk to them about CDD they are asking, who do I contact because the HOA response for me, so it has to be something that says, no this is a completely distinct organization, that it's government rules and everything else, or something like that.

Mr. Winkeljohn: And I can add a link to our website and the maintenance map, that might help some people.

Mr. Duncan: Right, that would be very useful.

Mr. Winkeljohn: Got it.

Mr. Austin: And Paul, this is Frank.

Mr. Winkeljohn: Go ahead Frank.

Mr. Austin: Just to piggyback on what Dan is saying, I think it's imperative, you know as an expense to send the letters out, it's imperative that we educate the residents, what the CDD is, how it came to be, and what the responsibilities are because there's a very negative perception among the homeowners about the CDD, and a lot of that is thanks to the AT&T situation and how the HOA Board handled that,

and obviously pointed all the fingers at us as being the culprit in delays and all the things that had to be done to make it legal, and so there's a really negative perception about the CDD. There's lack of knowledge and so the lack of knowledge coupled with the negative perception and language that's either online on Facebook, or wherever you might be, so we need to take the opportunity to educate and explain exactly what our role is in the community.

Mr. Winkeljohn: Sounds good. I like that, and we can start with this letter and we can maybe do once a year or twice a year a mailing that would sort of bring everybody up to date on what the CDD is doing, and then keep reinforcing that history on what we do.

Mr. Duncan: Well, the point is that it will get expensive, so I would like to give the basic information in this letter, and I can show you the small paragraph that the auditor had.

Mr. Winkeljohn: Yes, and we have that language, but I think that's a great way to put it in there that's concise and hits the main purposes, so I like that.

Mr. Austin: Hey Paul, this is Frank again.

Mr. Winkeljohn: Yes sir.

Mr. Austin: Just another comment, what would be wrong with just including a separate page, kind of like a frequently asked questions and answers of what is the CDD and how it came to be, and how do you become a member of the CDD? Just really an educational information page about the CDD and the membership, and the responsibilities to the community.

Mr. Winkeljohn: Yes, I agree, and I think that's an excellent way to handle it.

Mr. Duncan: They will not read it, if it's too long, if it's another page, they will not read it. This is why something concise of a section and I want everybody to look at the audit because they have a very concise description of the CDD and they have when the CDD started and why it started and what is their goal.

Mr. Azcona: And what Paul said, I think a link to the website, and we can just write a statement as members or constituents or residents of the CDD, it is your responsibility to be informed as to what the CDD is. So, if you are confused about the HOA, CDD, or city or whatever, please visit this website so you can be informed. If you

have any questions or you want to learn more you can come to our meetings, they are public meeting, etc.

Mr. Winkeljohn: Right.

Mr. Duncan: Ok, so good, so it's a very good letter that we can put a section in, and I would like it to be a little stronger in the fact that we actually have to provide fines if they don't, where maybe you say you shouldn't do that, because this is a very good sentence, but you actually have to say that, if you do something, you'll be fined, or something like that.

Mr. Winkeljohn: Right, we can invoke the code enforcement procedures.

Mr. Duncan: That's ok, yes that's fine.

Mr. Winkeljohn: Ok.

Mr. Azcona: That make sense, so the CDD is not punishing people, the CDD is protecting them, and if we want the CDD preserve the area, everybody has to abide by the rules and regulations. In the event people break these rules and regulations it will be the responsibility of the CDD to take action and these are things that can happen for the benefit of everybody in the CDD area.

Mr. Winkeljohn: Ok.

Mr. Duncan: The Board cannot give out CDD fines, the city fines, and this is Dan Duncan.

Mr. Winkeljohn: Right, it would be city code enforcement.

Mr. Duncan: So, it would be the city code, so just the mention of the city code, and the regulations and fines is enough, it's not a punishment, the CDD has nothing to do with that but had cases in which we have to report it to the city in which we don't quite like to do.

Mr. Azcona: Ok.

Mr. Winkeljohn: That's the last resort. Ok, I've got it and I think we've covered it. Are there any other questions? Not hearing any, we can move on.

### **C. Field Manager**

Mr. Winkeljohn: Moving on, John did you have anything for any anybody?

Mr. Jado: Yes, we've got a lot done in the last 3 months, we put some new plantings up on Rosser, we made a buffer zone, landscaped it out, put shrubs, mulch, repaired any of the damaged to bring the plants in so that will help to protect the condos from being seen as the trees grow. Dan had a great idea of pulling it a little closer to the grassy area. We also put new plantings on the island on Brigantine, they were all dead and straggly right in front of the new shopping center. We dug that all out, we added fill because the area was too low, staying too moist, and we brought that up about 12" and put a bunch of plantings in there and mulched that out. We just put some landscape and we're going to be moving in some hedge over in the back of the commercial property where Tire Kingdom was and those commercial lots because the hedges are breaking on the other side of the fence, so we're taking care of that. I've been dealing with some homeowners that have been doing some violations, and Frank and I went around yesterday and we do all the lake and a lot of the preserve houses for that letter that you want to send out and we'll be sending out a statement on that so that you'll have all the addresses to do your letter.

Mr. Winkeljohn: Perfect, thank you.

Mr. Jado: And just various things and issues.

Mr. Winkeljohn: Right, and I omitted one thing, I wanted to tell everybody about, some good news, the HOA actually helped us renew the irrigation withdraw permit, they had to sign off on it and we were able to get them to execute the document, much to our surprise, so we got our irrigation renewal proceeding.

Mr. Duncan: Without that, they could not have drawn water from the lakes.

#### **D. CDD Manager**

Mr. Winkeljohn: Are there any other questions for me or John?

### **SEVENTH ORDER OF BUSINESS**

### **Supervisors Requests and Audience Comments**

Mr. Winkeljohn: That moves us to Supervisors requests, any other agenda items for future meetings, or any other topics you guys want to talk about?

**EIGHTH ORDER OF BUSINESS**

**Financial Reports**

**A. Approval of Check Register**

**B. Balance Sheet and Income Statement**

Mr. Winkeljohn: If not, then your financial reports are for approval by motion.

Mr. Austin: Paul, this is Frank.

Mr. Winkeljohn: Yes sir.

Mr. Austin: I just had one question, and it may have been covered but it's a while since we had a meeting and stuff, but I know that in one of those meetings we were talking about a contract with Lake Doctors, so I just wanted to ask if we got that resolved and if we have a contract with them to address the lake issues?

Mr. Winkeljohn: Yes, the Board left that as-is, we did not make any change to the lake maintenance. Lake Doctors does our fountains, and I think we've resolved at this time the performance issues, and we'll continue to monitor it very closely and if they come back up we would bring it back to you for a recommendation to change contractors, but at this time we're comfortable.

Mr. Austin: Ok.

Mr. Duncan: No, actually Paul, we basically asked you to get 2 or 3 other companies, to give us an estimate on both natural preserve and the lakes, and you said that you have a list of things and you'll contact them.

Mr. Winkeljohn: Yes, I had done that but after the last meeting I took it that way, that we were holding steady.

Mr. Duncan: No, we also asked you to ask the lake management and maintenance to provide us with two separate contracts, one for natural preserve, and one for the lakes. In order to have the information that is required at some point in time to decide what we will do with the two contracts.

Mr. Winkeljohn: Ok.

Mr. Duncan: I came and I basically provided you with a lake maintenance contract for Lake Doctors, which was also visited, and we had a long discussion about the carp, the fish and other things that they suggested in that contract, so these were actions that the Board requested.

Mr. Winkeljohn: Ok. I'll take care of that. I have a lot of that done, but I misinterpreted apparently, so we'll get that presented to you as soon as possible.

Mr. Duncan: Ok, I mean the next Board meeting if we have this information, we can make a decision to leave the contract as it is, or this contract is 10 years old, or to look at other bidders.

Mr. Winkeljohn: Got it.

Mr. Duncan: Which is the right thing to do, right?

Mr. Winkeljohn: Yes, if we're not happy and they're not performing.

Mr. Duncan: No, it's not about being happy or unhappy, assuming that they resolved their issues, the issue was that by getting proposals from different people we are knowing a lot about how people are resolving maintenance issues that technically were not included in the present contract.

Mr. Winkeljohn: Right.

Mr. Duncan: And also, we would like a more detailed description from Lake Management or whatever on what they are doing, how often.

Mr. Winkeljohn: Ok, I can get that anyway and circulate it right away so we can move on the discussion.

Mr. Duncan: Ok.

Mr. Austin: Hey Paul, this is Frank, just one other comment there, I do remember from one of the meetings because Dan made this point, was that the 10 year old contract really didn't outline anything that they were responsible for doing, it just outlined what we were going to pay them for maintaining the lakes, it didn't give any description.

Mr. Winkeljohn: Right, it was the developer's contract, that was the contract from the original developer hiring them which was vague and it was a very simple one pager, agreed, and I thought they agreed to a new contract I just don't know why I don't have that for you, but I'll find it and get it done.

Mr. Duncan: So, Paul just to make sure, so what I'm interested in because I'm not an expert in this area, is by looking at different proposals to find out what the actual needs for the maintenance of these lakes are, or natural preserves of wetlands.

Mr. Winkeljohn: Right, and just a quick comment about that, you know I do a ton of these all over the state, and until recently I would have said that they all essentially treat lakes the same, they use the same chemicals, the regulations kind of keep them very limited in how they can proceed, like one can't really do more than the other

because of the limits of the chemical treatments. I have found a contactor that sort of formed from some of the other contractors called Solitude, they're very similar to Lake Doctors in terms of quality of work, but they have a much more complex and detailed maintenance schedule which I have a copy of and I'll include that in the circulation. So, I have seen for the first time in many years, a contractor who is much more dynamic in their approach when it used to be one size fits all lake maintenance, so I am seeing a slight change in the business which I'll present to you.

Mr. Duncan: Ok, so the other thing that I also ask is about the wetlands. Wetlands are actually governed by some environmental restrictions, and I don't know if they are permits or what.

Mr. Winkeljohn: Yes, it's detailed in the state permit.

Mr. Duncan: Ok, so we have a big wetland and actually nobody knows what is in that wetland.

Mr. Winkeljohn: Well, sort of, the basic approach to wetlands is measuring and monitoring and they measure the amount of exotics which is typically what the main focus is, and the percentage of exotics, and over the years we've done mitigation, we've gone in there and removed exotics, we've done some work, and the permit is really silent the first 5 years. The first 5 years it's very intense monitoring and reporting, etc., and then once you get into the full operating stage which is where we are, it's a mixed bag of how that's handled but that doesn't mean we shouldn't continue to do our treatment which we do and monitoring, which we do, but we don't do as much as we could, and that might be more progressive and healthier for us to look at it that way, so I will include that in this approach.

Mr. Duncan: Ok, thank you because I have not seen a boat that goes into the wetlands by the clubhouse, you know behind the small fountain, and secondly to make sure that people understand my view, we don't do things just to meet a permit, we try to do the things that are right and in order to do the right things we have to get the right information of what we have and what we need to do.

Mr. Winkeljohn: I like that, that's excellent.

Mr. Duncan: I was very surprised when I got this young lady coming from some environmental company, I forgot the name of it right now, it was Environmental

something, that are doing these wetlands and natural preserves in the state, and when she viewed everything that we have to do, it came to something that was 10 times more expensive than what we pay today.

Mr. Winkeljohn: Right, that is a fact in the business you can spend as much as you're willing to on this project.

Mr. Duncan: I will send that, and that was in my mind, the question of what is the right thing to do.

Mr. Winkeljohn: Got it.

Mr. Duncan: Ok.

Mr. Winkeljohn: Alright, excellent. The last item then are the financial reports, is there a motion or discussion on that item?

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

**NINTH ORDER OF BUSINESS**

**Adjournment**

Mr. Winkeljohn: With nothing else, a motion to adjourn would be in order.

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

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman/ViceChairman



**WATERWAY SURVEY REPORT**

Customer: Portofino Isles

Inspection Date: April 29, 2020

Waterway #	Perimeter (Linear Feet)
1. Lake #1	6,101
2. Lake #2	1,335
3. Lake #3	1,088
4. Lake #4	4,161
5. Lake #5	3,992
6. Lake #6	883
7. Lake #7	796
8. Lake #8	634
9. Lake #9	2,911
10. Lake #10	<u>1,021</u>
	<b>Total: 22,922*</b>

Preserve #	Area (Acres)
A. CT-A	39.00
B. CT-B	<u>20.00</u>
	<b>Total: 59.00*</b>

\*Dimensions taken by satellite imaging.



**PROJECT SITE MAP**



**Outlined areas are for illustrative purposes only and may not represent the actual perimeters**



**RESOURCE MANAGEMENT AGREEMENT**

This agreement, dated May 1, 2020, is made between ALLSTATE RESOURCE MANAGEMENT, INC. (ARMI) and CUSTOMER:

Portofino Isles Community Development District  
 c/o Governmental Management Services, Inc.  
 5385 North Nob Hill Road (954) 721-8681  
 Sunrise, Florida 33351 (954) 721-9209

Both Customer and ARMI agree to the following terms and conditions:

1. ARMI will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aquatic site(s):

Ten (10) lakes (22,922 total linear foot perimeter) and 59.00 acres of preserve areas located at Portofino Isles in St. Lucie County, Florida - map attached.

2. Customer agrees to pay ARMI the following amount during the term of this agreement for these specific waterway management services:

Algae & Aquatic Plant Control	\$ 2,795.00 / monthly
Border Grass & Brush Control to Water's Edge	Included
Monthly Water Testing (dissolved oxygen, pH, clarity, temp)	Included
Fish & Wildlife Monitoring	Included
Management Reporting	Included

**Twenty-four (24) visits per year minimum, with treatment as necessary (lake maintenance)  
 Additional necessary visits at no extra cost**

Wetland Preserve Maintenance (Manual Care)	Included
Debris Removal (see addendum 'F')	Included
Management Reporting	Included

**Twenty-four (24) visits per year minimum, with treat as necessary (preserve maintenance)  
 Additional necessary visits at no extra cost**

**Optional Services**

- Fish Stocking (Bass, Catfish, Mosquitofish, Bluegill, Triploid Grass Carp\*)
- Wetland Planting
- Debris Removal
- Water-related Insect & Mosquito Control
- Surface Skimming Boat with Offsite Disposal
- Storm Drain System Cleaning and Repair
- Shoreline Restoration / Erosion Control
- Time-Zero (Initial) Preserve Monitoring Report, if required
- Subsequent Preserve Monitoring Reports
- Comprehensive Water Quality Testing

\* Triploid grass carp stocking subject to required approval of Florida Fish & Wildlife Conservation Commission. Biological Control Agent Permit Application is included.

3. Schedule of payment: First month's payment shall be due and payable upon execution of this agreement; the balance shall be payable in advance in equal monthly installments.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. ARMI agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife.
6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to ALLSTATE RESOURCE MANAGEMENT, INC., 6900 SW 21<sup>st</sup> Court, Unit #9, Davie, Florida 33317. CUSTOMER agrees to pay for all services rendered by ARMI to date of termination of contract. ARMI reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products and fuel.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. FISH STOCKING: Annual Spring Fish Stocking optional - at an additional cost.

9. Addendums: See attached map, survey and report (where applicable).
  - A. Monthly water testing (dissolved oxygen, pH, clarity, temperature) and monitoring as necessary for the success of the aquatic weed control program is included.
  - B. Additional comprehensive water quality tests can be performed for an additional cost to the CUSTOMER.
  - C. Except as noted herein, additional work as requested by customer such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra service work will be invoiced separately at our current hourly equipment and labor rates.
  - D. Care for aquatic sanctuary areas within the designated Conservation Tracts (CT-A & CT-B) planted with sensitive aquatic flora is included herein.
  - E. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
  - F. CUSTOMER is responsible for providing access to the lakefront for workboat launch.
  - G. Debris in Conservation Tracts (CT-A & CT-B) areas will be defined as individual bottles, cups, cans, paper and other items not natural to the shoreline aquatic environment. We are not equipped to remove large items, or quantities of dumped trash that are not easily handled by our workboat. Debris removal does not include vegetation of any kind.
  - H. Marking of staff gauge elevations must be measured by a licensed surveyor. This cost is not included herein.
  - I. Customer will provide Allstate Resource Management, Inc. with a copy of permits, and a Time-Zero Monitoring Report (when prepared by others)
  - J. Mitigation site must be in compliance with the governing agency prior to contract start date or a separate price will be quoted to bring the site into compliance.
  - K. Pest control services will be priced based on the number of storm drains at a site (mosquito control), or the shoreline perimeter of the waterways to be serviced (midge control).

- 10. Proof of insurance included.
- 11. This agreement constitutes the entire agreement of ARMI and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both ARMI and CUSTOMER.

ALLSTATE RESOURCE MANAGEMENT, INC.

CUSTOMER ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted and the signers acknowledge that they are authorized to execute this document.

\_\_\_\_\_  
ALLSTATE (Signature)

\_\_\_\_\_  
CUSTOMER (Signature)

\_\_\_\_\_  
NAME / TITLE (Printed)

\_\_\_\_\_  
NAME / TITLE (Printed)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## SERVICES CONTRACT

CUSTOMER NAME: Portofino Isles – John Winkeljohn  
PROPERTY NAME: Portofino Isles  
CONTRACT DATE: May 8, 2020  
SUBMITTED BY: Marti Veatch

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$ 11,500.00**. The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Portofino Isles

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Please Remit All Payments to:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**Customer's Address for Notice Purposes:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23451**

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## SCHEDULE A - SEDIMENT REMOVAL & SHORELINE STABILIZATION CONTRACT

### Project Summary:

SOLitude Lake Management will install erosion control materials, DredgeSOX at Portofino Isles located in Port St Lucie, FL (as shown in red).



### Mobilization and Site Preparation:

1. Company will mobilize equipment and materials to the site.
2. A staging area for materials and equipment will be required. Solitude Lake Management will access the lake at designated areas and sod or otherwise restore these areas to their original condition.

### Erosion Repair / Bank Restoration Services:

1. Repair approximately 100' linear feet of lake bank with 12' feet DredgeSOX material.
2. Company will prep areas by the removing debris and trash. Any irrigation, culverts, drains will be replaced / extended as necessary and billed at time and materials.
3. The DredgeSOX will be back filled with material dredged from the lake using a portable sediment removal system and or imported fill as necessary.
4. Materials consist of the following: DredgeSox, wooden stakes, and fill material.  
Company will utilize wooden stakes to secure the DredgeSOX.
5. Company will plant sod on the new installed area. It will be the responsibility of the community to irrigate the new sod/planted area once installed.
6. Company will clean up after themselves and leave the work site with minimal disturbance to its natural appearance.

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7. Customer understands that it is their responsibility to mark sprinkler heads, otherwise SOLitude will not be responsible for damage to the system during the course of work. SOLitude will repair any marked sprinkler heads damaged during erosion work in a timely manner.

Customer Responsibilities:

1. Customer is responsible for the cost of any necessary permits that may be required prior to commencement of work.
2. Provide all available as-built or other plans related to the areas to be restored, used for staging, or otherwise impacted by the project work.
3. Mark all sprinkler heads and other items that are buried or not readily visible and obvious upon original visual inspection.
4. In the event that fill material suppliers increase the cost of materials necessary for DredgeSOX installation, Customer will be responsible for incurring the difference in cost. Every effort will be made to notify Customer with as much advance notice as possible in the event that an increase occurs.

Assumptions:

1. This contract is for the limited scope of work and materials as defined above. Any other activity, additions, or inclusions will be at an additional cost to the customer.

Exclusions:

1. Any watering, mowing, or additional maintenance of the sodded or other restored areas following completion of the specified work.
2. Company is not responsible for damage to any underground irrigation, headwalls, piping, electrical, trees, or any lines not noted on the as-built plans or located prior to project.
3. Company is not responsible for any additional work required as a result of or damage to unknown underwater structures.
4. Permitting

General:

1. Company will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
2. Company will furnish personnel, equipment, boats, materials, and other items required to provide the forgoing at his expense.

Warranty

SOX material is warranted for five (5) years. The labor warranty for any manual adjustments needed is for a one (1) year period. Our guarantee does not include the loss of material due to 'acts of God' such as floods, hurricanes, or other catastrophic events, nor does it include loss due to theft, lack of adequate irrigation, vandalism or negligence by others, or other factors outside the control of the organization.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



# Shoreline Erosion Control

## Protect Lake and Pond Banks and Shorelines

Shoreline erosion is a common, natural phenomenon that can occur as a result of harsh weather, recreation, poor landscape design or, simply, an aging freshwater ecosystem. If left unaddressed, your lake, stormwater pond or canal may experience native vegetation and habitat loss, nutrient loading, excess runoff and other complications. There are a variety of shoreline erosion restoration solutions available including rip-rap, bulkheads and coconut fiber logs. These solutions may be a fit depending on your needs and budget, however, SOLitude's recommended and premium erosion control solution is the SOX system.

### Bioengineered Living Shorelines and Hillsides

SOLitude Lake Management® is proud to provide SOX Erosion Solutions™ in our suite of erosion control products. The patented SOX system provides an innovative, eco-friendly solution that halts hillside and shoreline erosion while immediately stabilizing shorelines and hillsides, creating a natural foundation for vegetation.

**The SOX System is warranted to provide at least 5 years of stabilization and is:**

- An excellent solution for re-stabilizing and restoring the shores of waterbodies in communities and golf courses.
- Made from a combination of ecofriendly, biodegradable burlap fabric and heavy-duty knitted mesh.
- Immediately effective in filtering and buffering run-off water, removing harmful contaminants and benefiting waterways, all while providing ongoing erosion control.

The SOX system is typically filled with organic compost or pond sediment. SOLitude's hydro-rakes complement this technology, as we can utilize material within the waterbody to fill the SOX system.

Once filled and secured, a native buffer of beneficial vegetation can be planted or sodded through the mesh and fabric layers.



*"I was impressed with how fast this project was completed and how reasonable the cost was. We are stewards of our environment and I value the like-minded commitment to Best Management Practices."*

*-Nate Watkins, Golf Course Superintendent, Delray Beach, FL*

## >> Shoreline Erosion Control: Protect Lake and Pond Banks and Shorelines

### Erosion Control Using SOX System: Before, During and After



### UTILIZING HYDRO-RAKING AND HYDRAULIC DREDGING

One of the many benefits of SOX systems is that they are designed to contain dredged materials. There are several ways to fill these systems with organic material but the most cost-effective methods are through hydro-raking and hydraulic dredging.

**Utilizing the sediment at the bottom of your lake or pond achieves two goals:**

- Increases depth and the lifespan of your waterbody.
- Provides the organic material to fill the SOX system without the need to drain the waterbody or ship the material off-site.

With the hydro-rake, sediment is scooped up and placed directly into the SOX system. Similarly, the hydraulic dredge breaks up the organic matter at the bottom and pumps it through a pipeline and directly into the system.



### The Importance of Maintaining A Vegetative Buffer

No matter the type of erosion problem you're facing, it's extremely important to cultivate a beneficial vegetative buffer around your waterbody. Buffers are simple to maintain and help keep sediment in place during rainstorms. They're also known to provide a plethora of benefits beyond erosion control, including nutrient filtration and aesthetic enhancement.

Whether you want to address an existing erosion problem or reinforce the strength and appearance of your aquatic ecosystem, it's important to stay ahead of sedimentation problems using buffer management and shoreline erosion control strategies.



Implement an erosion control strategy to take back your shoreline and improve your aquatic ecosystem.  
Call 855.976.9569 to get a conversation started with one of our specialists.

**SOLITUDE**  
LAKE MANAGEMENT

Learn more: [solitudelakemanagement.com/erosion-control](http://solitudelakemanagement.com/erosion-control)

[solitudelakemanagement.com](http://solitudelakemanagement.com)





# Restoring Balance. Enhancing Beauty.

SOLitude Lake Management® is dedicated to making water a more healthy and beautiful part of our world. In that pursuit, we offer comprehensive lake, stormwater pond, wetland and fisheries management solutions that restore beauty and encourage ecological balance.

SOLitude's highly trained team of biologists, ecologists and aquatic resource management professionals is committed to innovation, technical advancement, and continuous research to provide clients with the best available value on the market. Through extensive knowledge and experience, superior customer service, vast service offerings and close partnerships with manufacturers, SOLitude Lake Management has established itself as the unparalleled leader of the industry.

## Annual Management Services

*After analyzing the health of your aquatic ecosystems, we will develop a proactive plan to help restore and maintain balance.*

## Aquatic Weed and Algae Control



*We utilize the most advanced technologies, products and practices. Our lake weed control and algae treatment solutions help eliminate toxic algae and undesirable exotic and invasive weeds that would otherwise jeopardize the balance of the aquatic ecosystem.*



## Fisheries Management



*Fisheries management revolves around several factors that influence the productivity of a fishery. Habitat, predator-to-prey ratios, fish species and genetics, water chemistry and available food all play a role in your fishery's success.*

## Reservoir Management



*We work with water managers to assess reservoir conditions and water quality data, then formulate a site specific management program to maintain and restore drinking water quality.*

## Fountains, Aeration & Nanobubbles

*Floating fountains, submersed diffusers and nanobubble treatments help provide circulation and beneficial dissolved oxygen to a waterbody, reducing stratification, improving biological activity, and mitigating the processes that facilitate algae growth.*



## Biological Augmentation

*Our scientists are trained in the practice of biological augmentation: using microbial and enzyme-enriched products that aid in the maintenance of healthy aquatic ecosystems by degrading organic sludge and metabolizing excess nutrients.*

## Shoreline Erosion Control

*Shoreline erosion can create hazardous conditions and reduce the lifespan of your waterbody. Bio-engineered living shorelines help establish a stable shoreline that protects your waterbody from sedimentation over time.*



## Nutrient Remediation Programs

*Reduce phosphorus in your lake or pond with proven phosphorus locking technologies like Phoslock, Alum and Biochar. Sequestering phosphorus can greatly help improve water quality in lakes and ponds.*

# The SŌLitude Mission

## Preserving and Protecting Ecological Balance

### Buffer Management



*In many situations, shoreline vegetative buffers are the single most important natural aspect to promoting and maintaining good water quality in your lake or pond.*

### Invasive Species Management

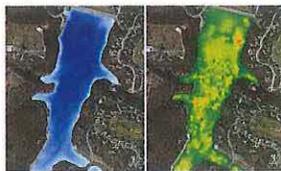


*We offer aquatic and upland weed and invasive species management services to help combat harmful intruders. This is essential to promoting and maintaining a bio-diverse and healthy natural habitat.*

### Wetland Management

*We practice an integrated approach when working in these fragile habitats, employing both herbicide application and mechanical techniques to maintain and restore these essential areas.*

### Lake Mapping and Bathymetry



*Whether you are planning for dredging, tracking sedimentation, or looking to improve your fishery, we have the lake mapping tools you need to be successful.*

### Water Quality Testing and Restoration



*Water quality monitoring, testing and restoration are the backbone of an integrated lake or pond management program and we are ready to develop a water quality restoration program that is tailored to your needs.*

### Mosquito and Midge Control

*Mosquitoes and midges are not only a nuisance, they can pose a significant risk to public health. It's critical that your lake, pond or wetland management program includes integrated mosquito or midge prevention and control measures for all breeding habitats.*



### Stormwater BMP Inspections and Repairs

*Our professionals are certified to inspect all aspects of your stormwater management facility and to make recommendations for maintenance and repairs when required. We can help you through every step of the repair process from planning to execution.*

### Mechanical Harvesting

*Mechanical cutting/harvesting is a technique used for achieving "area selective" control of nuisance aquatic vegetation, and can be an effective alternative on sites where herbicides are not appropriate.*



### Hydro-Raking and Sediment Removal

*Hydro-raking is an effective technique for area selective removal of nuisance, rooted vegetation as well as accumulations of unconsolidated bottom muck and debris.*



### Regulatory Compliance and Permitting

*It's important to ensure that all aquatic pesticide applications are completed by experienced applicators that are aware of and compliant with new regulations. National, state and local permitting can pose significant challenges. Our compliance team will handle every step of the process to ensure that you remain compliant.*

Learn more about our extensive service offerings at [solitudelakemanagement.com/services](http://solitudelakemanagement.com/services) and set up a site visit consultation with one of our experienced biologists or scientists.

Restoring Balance. Enhancing Beauty.

Call 855.976.9569 today to get started.

SŌLITUDE  
LAKE MANAGEMENT

[solitudelakemanagement.com](http://solitudelakemanagement.com)





*Gertrude Walker*  
Supervisor of Elections  
St. Lucie County

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4132 Okeechobee Road • Fort Pierce, FL 34947-5412 • (772) 462-1500 • Fax (772) 462-1439

April 22, 2020

Jennifer McConnell  
5385 N. Nob Hill Road  
Sunrise, FL 33351

Dear Jennifer McConnell:

This letter is in reference to the number of registered voters as of April 15, 2020 in the Community Development Districts listed below based on the previous mapping forwarded by your organization. If any of your mapping information has changed, please forward the applicable documentation to our office as soon as possible.

NAME VOTERS

Copper Creek	371
Creekside	173
Portofino Isles	1262
Portofino landings	166
Portofino Shores	836
Reserve	1121
Reserve 2	806
River Place on the St. Lucie	531
Verano #1	1140
Verano #2	68
Verano #3	0
Verano #4	0
Verano #5	0
Verano Center	0
Villa Vizcaya	0
Waterstone	5

Please contact my office if you require any further information.

Sincerely,

Gertrude Walker  
St. Lucie County Supervisor of Elections



## Search for Financial Disclosure Filers

### Search Results

In the table below, organization names are linked to coordinator contact information. Supervisor of Election and Commission on Ethics links display the relevant contact information.

Once we have logged in a Form 6, the status will contain the date received and the message "Form Available Soon!" When the Form 6 becomes available online, the Filing Requirement Fulfilled status will have a link to "View Form."

If you filed with the Commission or the Supervisor of Elections and no date appears in the "Filing Requirement Fulfilled" column, it means either the Supervisor or Commission has not yet recorded receipt of your form. Generally, forms are recorded within a few days of receipt. If you are concerned about the status of your form, please use the contact information under "Statutory Filing Requirement."

Section 112.31445, Florida Statutes, requires that all CE Form 6 Full and Public Disclosure of Financial Interests, other than those of judges and judges of compensation claims, be posted online. Before being posted online, any information required by law to be maintained as confidential must be redacted. For persons other than those who have filed as candidates with the Department of State, this process may take up to five business days.

Your Search for "Portofino Isles Community Development District - Board of Supervisors" returned the following results:

#### Coordinator:

Rich Hans

#### Governmental Management Services

5385 N. Nob Hill Rd

Sunrise, FL, 33351

(954) 721-8681

[rhans@gmssf.com](mailto:rhans@gmssf.com)

#### Narrow results to a particular suborg:

• [All Suborganizations](#)

• [Board of Supervisors](#)

• [Employees](#)

Filer ID	Form Year	Full Name	Organizations	Statutory Filing Requirement	Filing Requirement Fulfilled	Filing History
275841	2019	Austin, Frank	• <a href="#">Portofino Isles Community Development District-Board of Supervisors</a>	Form 1 with <a href="#">Saint Lucie County SOE</a>	05/28/2020	<a href="#">View Filing History</a>
238752	2019	Azcona, Juan	• <a href="#">Portofino Isles Community Development District-Board of Supervisors</a>	Form 1 with <a href="#">Saint Lucie County SOE</a>	Form Receipt Not Recorded	<a href="#">View Filing History</a>
260078	2019	Duncan, Dan	• <a href="#">Portofino Isles Community Development District-Board of Supervisors</a>	Form 1 with <a href="#">Saint Lucie County SOE</a>	Form Receipt Not Recorded	<a href="#">View Filing History</a>
280839	2019	Trocki, Piotr	• <a href="#">Portofino Isles Community Development District-Board of Supervisors</a>	Form 1 with <a href="#">Saint Lucie County SOE</a>	Form Receipt Not Recorded	<a href="#">View Filing History</a>
251389	2019	Willemstyn, Ronald	• <a href="#">Portofino Isles Community Development District-Board of Supervisors</a>	Form 1 with <a href="#">Saint Lucie County SOE</a>	05/21/2020	<a href="#">View Filing History</a>

[Search Again](#)

### General Information about Filing Financial Disclosure

- [Brochure: A Guide to the Sunshine Amendment and Code of Ethics \(PDF\)](#)
- [Financial Disclosure Laws](#)
- [The Commission on Ethics Rules on Financial Disclosure](#)
- [Forms and Detailed Instructions](#)

For assistance with financial disclosure, you may wish to contact the Commission's Financial Disclosure Coordinator, Kimberly Holmes, at [disclosure@leg.state.fl.us](mailto:disclosure@leg.state.fl.us) or (850) 488-7864. Address correspondence to P.O. Drawer 15709 Tallahassee, FL 32317-5709.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**FORM 1**

**STATEMENT OF  
FINANCIAL INTERESTS**

**2019**

Please print or type your name, mailing address, agency name, and position below:

**FOR OFFICE USE ONLY:**

LAST NAME -- FIRST NAME -- MIDDLE NAME :

MAILING ADDRESS :

CITY : ZIP : COUNTY :

NAME OF AGENCY :

NAME OF OFFICE OR POSITION HELD OR SOUGHT :

CHECK ONLY IF  CANDIDATE OR  NEW EMPLOYEE OR APPOINTEE

**\*\*\*\* THIS SECTION MUST BE COMPLETED \*\*\*\***

**DISCLOSURE PERIOD:**

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2019.

**MANNER OF CALCULATING REPORTABLE INTERESTS:**

FILERS HAVE THE OPTION OF USING REPORTING THRESHOLDS THAT ARE ABSOLUTE DOLLAR VALUES, WHICH REQUIRES FEWER CALCULATIONS, OR USING COMPARATIVE THRESHOLDS, WHICH ARE USUALLY BASED ON PERCENTAGE VALUES (see instructions for further details). CHECK THE ONE YOU ARE USING (must check one):

**COMPARATIVE (PERCENTAGE) THRESHOLDS** OR  **DOLLAR VALUE THRESHOLDS**

**PART A -- PRIMARY SOURCES OF INCOME** [Major sources of income to the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF SOURCE OF INCOME	SOURCE'S ADDRESS	DESCRIPTION OF THE SOURCE'S PRINCIPAL BUSINESS ACTIVITY

**PART B -- SECONDARY SOURCES OF INCOME** [Major customers, clients, and other sources of income to businesses owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	NAME OF MAJOR SOURCES OF BUSINESS' INCOME	ADDRESS OF SOURCE	PRINCIPAL BUSINESS ACTIVITY OF SOURCE

**PART C -- REAL PROPERTY** [Land, buildings owned by the reporting person - See instructions]  
(If you have nothing to report, write "none" or "n/a")


You are not limited to the space on the lines on this form. Attach additional sheets, if necessary.

**FILING INSTRUCTIONS** for when and where to file this form are located at the bottom of page 2.

**INSTRUCTIONS** on who must file this form and how to fill it out begin on page 3.

**PART D — INTANGIBLE PERSONAL PROPERTY** [Stocks, bonds, certificates of deposit, etc. - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

TYPE OF INTANGIBLE	BUSINESS ENTITY TO WHICH THE PROPERTY RELATES

**PART E — LIABILITIES** [Major debts - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF CREDITOR	ADDRESS OF CREDITOR

**PART F — INTERESTS IN SPECIFIED BUSINESSES** [Ownership or positions in certain types of businesses - See instructions]  
 (If you have nothing to report, write "none" or "n/a")

NAME OF BUSINESS ENTITY	BUSINESS ENTITY # 1	BUSINESS ENTITY # 2
ADDRESS OF BUSINESS ENTITY		
PRINCIPAL BUSINESS ACTIVITY		
POSITION HELD WITH ENTITY		
I OWN MORE THAN A 5% INTEREST IN THE BUSINESS		
NATURE OF MY OWNERSHIP INTEREST		

**PART G — TRAINING**

For elected municipal officers required to complete annual ethics training pursuant to section 112.3142, F.S.

I CERTIFY THAT I HAVE COMPLETED THE REQUIRED TRAINING.

IF ANY OF PARTS A THROUGH G ARE CONTINUED ON A SEPARATE SHEET, PLEASE CHECK HERE

**SIGNATURE OF FILER:**

Signature:

\_\_\_\_\_

Date Signed:

\_\_\_\_\_

**CPA or ATTORNEY SIGNATURE ONLY**

If a certified public accountant licensed under Chapter 473, or attorney in good standing with the Florida Bar prepared this form for you, he or she must complete the following statement:

I, \_\_\_\_\_, prepared the CE Form 1 in accordance with Section 112.3145, Florida Statutes, and the instructions to the form. Upon my reasonable knowledge and belief, the disclosure herein is true and correct.

CPA/Attorney Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**FILING INSTRUCTIONS:**

If you were mailed the form by the Commission on Ethics or a County Supervisor of Elections for your annual disclosure filing, return the form to that location. To determine what category your position falls under, see page 3 of instructions.

**Local officers/employees** file with the Supervisor of Elections of the county in which they permanently reside. (If you do not permanently reside in Florida, file with the Supervisor of the county where your agency has its headquarters.) Form 1 filers who file with the Supervisor of Elections may file by mail or email. Contact your Supervisor of Elections for the mailing address or email address to use. Do not email your form to the Commission on Ethics, it will be returned.

**State officers or specified state employees** who file with the Commission on Ethics may file by mail or email. To file by mail, send the completed form to P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Rd, Bldg E, Ste 200, Tallahassee, FL 32303. To file with the Commission by email, scan your completed form and any attachments as a pdf (do not use any other format), send it to CEForm1@leg.state.fl.us and retain a copy for your records. Do not file by both mail and email. Choose only one filing method. Form 6s will not be accepted via email.

**Candidates** file this form together with their filing papers.

**MULTIPLE FILING UNNECESSARY:** A candidate who files a Form 1 with a qualifying officer is not required to file with the Commission or Supervisor of Elections.

**WHEN TO FILE: Initially,** each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

**Candidates** must file at the same time they file their qualifying papers.

**Thereafter,** file by July 1 following each calendar year in which they hold their positions.

**Finally,** file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2019.

## NOTICE

Annual Statements of Financial Interests are due July 1. If the annual form is not filed or postmarked by September 1, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

## **WHO MUST FILE FORM 1:**

1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.

4) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.

5) Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.

6) Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

7) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance

director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8) Officers and employees of entities serving as chief administrative officer of a political subdivision.

9) Members of governing boards of charter schools operated by a city or other public entity.

10) Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

11) The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.

12) The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.

13) Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.

14) The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

15) State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

16) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

## **INSTRUCTIONS FOR COMPLETING FORM 1:**

**INTRODUCTORY INFORMATION** (Top of Form): If your name, mailing address, public agency, and position are already printed on the form, you do not need to provide this information unless it should be changed. To change any of this information, write the correct information on the form, and contact your agency's financial disclosure coordinator. You can find your coordinator on the Commission on Ethics website: [www.ethics.state.fl.us](http://www.ethics.state.fl.us).

**NAME OF AGENCY:** The name of the governmental unit which you serve or served, by which you are or were employed, or for which you are a candidate.

**DISCLOSURE PERIOD:** The "disclosure period" for your report is the calendar year ending December 31, 2019.

**OFFICE OR POSITION HELD OR SOUGHT:** The title of the office or position you hold, are seeking, or held during the disclosure period even if you have since left that position. If you are a candidate for office or are a new employee or appointee, check the appropriate box.

**PUBLIC RECORD:** The disclosure form and everything attached to it is a public record. Your Social Security Number is not required and you should redact it from any documents you file. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address is exempt from disclosure, the Commission will maintain that confidentiality if you submit a written request.

## MANNER OF CALCULATING REPORTABLE INTEREST

Filers have the option of reporting based on either thresholds that are comparative (usually, based on percentage values) or thresholds that are based on absolute dollar values. The instructions on the following pages specifically describe the different thresholds. Check the box that reflects the choice you have made. You must use the type of threshold you have chosen for each part of the form. In other words, if you choose to report based on absolute dollar value thresholds, you cannot use a percentage threshold on any part of the form.

### **IF YOU HAVE CHOSEN DOLLAR VALUE THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY**

#### **PART A — PRIMARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.
- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

#### **PART B — SECONDARY SOURCES OF INCOME**

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,

(2) You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

#### **PART C — REAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

#### **PART D — INTANGIBLE PERSONAL PROPERTY**

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

## PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

## PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145(6), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies; utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

## PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Dollar Value Thresholds Instructions.)

# IF YOU HAVE CHOSEN COMPARATIVE (PERCENTAGE) THRESHOLDS THE FOLLOWING INSTRUCTIONS APPLY

## PART A — PRIMARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)1, F.S.]

Part A is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s), but income from these public sources should be included when calculating your gross income for the disclosure period. The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should include all of that income when calculating your gross income and disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded 5% of the gross income received by you in your own name or by any other person for your benefit or use during the disclosure period.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony, but not child support.

Examples:

— If you were employed by a company that manufactures computers and received more than 5% of your gross income from the company, list the name of the company, its address, and its principal business activity (computer manufacturing).

— If you were a partner in a law firm and your distributive share of partnership gross income exceeded 5% of your gross income, then list the name of the firm, its address, and its principal business activity (practice of law).

— If you were the sole proprietor of a retail gift business and your gross income from the business exceeded 5% of your total gross income, list the name of the business, its address, and its principal business activity (retail gift sales).

— If you received income from investments in stocks and bonds, list each individual company from which you derived

more than 5% of your gross income. Do not aggregate all of your investment income.

— If more than 5% of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address, and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.

— If more than 5% of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

## PART B — SECONDARY SOURCES OF INCOME

[Required by s. 112.3145(3)(a)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in Part A, "Primary Sources of Income," if it meets the reporting threshold. You will **not** have anything to report **unless** during the disclosure period:

(1) You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and**,

(2) You received more than 10% of your gross income from that business entity; **and**,

(3) You received more than \$1,500 in gross income from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

— You are the sole proprietor of a dry cleaning business, from which you received more than 10% of your gross income—an amount that was more than \$1,500. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).

— You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the thresholds listed above. You should list each tenant of the mall that provided more than 10% of the partnership's gross income, and the tenant's address and principal business activity.

### PART C — REAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes, if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more current appraisal.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

### PART D — INTANGIBLE PERSONAL PROPERTY

[Required by s. 112.3145(3)(a)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than 10% of your total assets, and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you, Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CD's and savings accounts with the same bank.

Calculations: To determine whether the intangible property exceeds 10% of your total assets, total the fair market value of all of your assets (including real property, intangible property, and tangible personal property such as jewelry, furniture, etc.). When making this calculation, do not subtract any liabilities (debts) that may relate to the property. Multiply the total figure by 10% to arrive at the disclosure threshold. List only the intangibles that exceed this threshold amount. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number which can be found on the lease document). Property that is only jointly owned property should be valued according to the percentage of your joint ownership. Property owned as tenants by the entirety or as joint tenants with right of survivorship should be valued at 100%. None of your calculations or the value of the property have to be disclosed on the form.

Example: You own 50% of the stock of a small corporation that is worth \$100,000, the estimated fair market value of your home and other property (bank accounts, automobile, furniture, etc.) is \$200,000. As your total assets are worth \$250,000, you must disclose intangibles worth over \$25,000. Since the value of the stock exceeds this threshold, you should list "stock" and the name of the corporation. If your accounts with a particular bank exceed \$25,000, you should list "bank accounts" and bank's name.

### PART E — LIABILITIES

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed any amount that, at any time during the disclosure period, exceeded your net worth. You are not required to list the amount of any debt or your net worth. You do not have to disclose: credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, it is not a contingent liability.

Calculations: To determine whether the debt exceeds your net worth, total all of your liabilities (including promissory notes, mortgages, credit card debts, judgments against you, etc.). The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. Subtract the sum total of your liabilities from the value of all your assets as calculated above for Part D. This is your "net worth." List each creditor to whom your debt exceeded this amount unless it is one of the types of indebtedness listed in the paragraph above (credit card and retail installment accounts, etc.). Joint liabilities with others for which you are "jointly and severally liable," meaning that you may be liable for either your part or the whole of the obligation, should be included in your calculations at 100% of the amount owed.

Example: You owe \$15,000 to a bank for student loans, \$5,000 for credit card debts, and \$60,000 (with spouse) to a savings and loan for a home mortgage. Your home (owned by you and your spouse) is worth \$80,000 and your other property is worth \$20,000. Since your net worth is \$20,000 (\$100,000 minus \$80,000), you must report only the name and address of the savings and loan.

### PART F — INTERESTS IN SPECIFIED BUSINESSES

[Required by s. 112.3145, F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with, the types of businesses listed above. You are required to make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

### PART G — TRAINING CERTIFICATION

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer whose service began before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

(End of Percentage Thresholds Instructions.)

**Portofino Isles**  
**Community Development District**

***Check Run Summary - General Fund***

**June 9, 2020**

<b>Date</b>	<b>Check Numbers</b>	<b>Amount</b>
<b><u>Operating Account</u></b>		
March 31, 2020	1599-1603	\$ 8,244.20
April 13, 2020	1604-1609	\$ 40,275.30
April 29, 2020	1610-1615	\$ 9,350.66
May 20, 2020	1616-1625	\$ 17,012.57
May 28, 2020	1626-1632	\$ 7,530.25
		<b>\$ 82,412.98</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	#
3/31/20	00066	3/22/20	348714	202003	310-51300	-32200		BERGER, TOOMBS, ELAM, GAINES & FRANK	*	5,145.00	5,145.00	001599
			AUDIT FY2019									
3/31/20	00026	2/29/20	161181	202002	310-51300	-31500		BILLING, COCHRAN, LYLES, MAURO	*	725.00	725.00	001600
			FEB 20 - GENERAL COUNSEL									
3/31/20	00051	4/01/20	6765305	202004	320-53800	-46200		BRIGHTVIEW LANDSCAPE SERVICES, INC.	*	1,070.00	1,070.00	001601
			APR 20 - LANDSCAPE MAINT									
3/31/20	00058	3/20/20	13369	202003	320-53800	-60300		GREEN LAWN SERVICE, INC.	*	340.00	340.00	001602
			SOD									
3/31/20	00059	3/16/20	7740	202003	320-53800	-46500		RAINTRONICS, INC.	*	502.20	502.20	001603
			IRRIGATION REPAIRS									
		3/19/20	7752	202003	320-53800	-46500			*	462.00	462.00	
			IRRIGATION REPAIRS									
4/13/20	00025	4/09/20	27661932	202003	320-53800	-43000		FLORIDA POWER & LIGHT	*	97.33	97.33	001604
			2517 SW BRIGATINE PL #SL									
		4/09/20	61293924	202003	320-53800	-43000			*	417.80	417.80	
			1905 SW VIA ROSSA #IRR									
4/13/20	00020	4/01/20	226	202004	310-51300	-34000		GOVERNMENTAL MANAGEMENT SERVICES -	*	3,657.92	3,657.92	001605
			APR 20 - MGMT FEES									
		4/01/20	226	202004	310-51300	-44000			*	200.00	200.00	
			APR 20 - RENT									
		4/01/20	226	202004	310-51300	-35100			*	83.33	83.33	
			APR 20 - COMPUTER TIME									
		4/01/20	226	202004	310-51300	-31300			*	208.33	208.33	
			APR 20 - DISSEMINATION									
		4/01/20	226	202004	310-51300	-49500			*	83.33	83.33	
			APR 20 - WEBSITE ADMIN									
		4/01/20	226	202004	310-51300	-42000			*	14.55	14.55	
			APR 20 - POSTAGE									
		4/01/20	226	202004	310-51300	-42500			*	21.90	21.90	
			APR 20 - COPIES									
4/13/20	00053	3/25/20	032520	202003	320-53800	-52000		JOHN JADO	*	130.00	130.00	001606
			FERTILIZER/JASMINE									

\*\*\* CHECK DATES 03/26/2020 - 05/29/2020 \*\*\*

PORTOFINO ISLES - GENERAL FUND  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
4/13/20	00030	4/01/20 3065	202004 320-53800-46300		*	1,600.00	
		APR 20 - LAKE MAINTENANCE					
		4/01/20 3065	202004 320-53800-46400		*	1,275.00	
		APR 20 - WETLAND MAINT					
				LAKE AND WETLAND MANAGEMENT, INC.			2,875.00 001607
4/13/20	00072	4/06/20 498063	202004 320-53800-49000		*	400.00	
		APR 20 - FOUNTAINT					
				THE LAKE DOCTORS, INC.			400.00 001608
4/13/20	00014	4/13/20 SER 2013	202004 300-20700-10100		*	32,085.81	
		TRANS TAX RECEIPTS 2013					
				PORTOFINO ISLES CDD			32,085.81 001609
4/29/20	00026	3/31/20 161888	202003 310-51300-31500		*	650.00	
		MAR 20 - GENEARL COUNSEL					
				BILLING, COCHRAN, LYLES, MAURO			650.00 001610
4/29/20	00013	4/10/20 88317	202003 310-51300-31100		*	2,748.12	
		MAR 20 - ENGINEERING SVCS					
				CULPEPPER TERPENING, INC.			2,748.12 001611
4/29/20	00009	4/14/20 69846351	202004 310-51300-42000		*	121.70	
		DELIVERIES THRU 4/14					
		4/21/20 69913970	202004 310-51300-42000		*	17.27	
		DELIVERIES THRU 4/21					
				FEDEX			138.97 001612
4/29/20	00020	4/20/20 227	202004 320-53800-34000		*	2,500.00	
		APR 20 - FACILITY MGMT					
				GOVERNMENTAL MANAGEMENT SERVICES -			2,500.00 001613
4/29/20	00014	5/01/20 SER 13	202005 300-20700-10100		*	2,401.82	
		TRANS TAX RECEIPTS 2013					
				PORTOFINO ISLES CDD			2,401.82 001614
4/29/20	00059	4/01/20 7817	202004 320-53800-46200		*	250.25	
		FRONT GATE CONTROLLER					
		4/09/20 7855	202004 320-53800-46500		*	120.00	
		BRIGANTINE CONTROLLER					
		4/14/20 7876	202004 320-53800-46500		*	541.50	
		LAKE BANK AREA GUARD HSE					
				RAINTRONICS, INC.			911.75 001615
5/20/20	00051	5/01/20 6806131	202005 320-53800-46200		*	1,070.00	
		MAY 20 - LANDSCAPE MAINT					
				BRIGHTVIEW LANDSCAPE SERVICES, INC.			1,070.00 001616

PORT -PORT ISLES-- PPOWERS

\*\*\* CHECK DATES 03/26/2020 - 05/29/2020 \*\*\*

PORTOFINO ISLES - GENERAL FUND  
BANK A GENERAL FUND

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #	
5/20/20	00025	5/11/20 27661-93	202005 320-53800-43000		*	79.70		
		2517 SW BRIGATINE PL #SL						
		5/11/20 61293-92	202005 320-53800-43000		*	363.60		
		1905 SW VIA ROSSA #IRR						
FLORIDA POWER & LIGHT							443.30	001617
5/20/20	00020	5/01/20 228	202005 310-51300-34000		*	3,657.92		
		MAY 20 - MGMT FEES						
		5/01/20 228	202005 310-51300-44000		*	200.00		
		MAY 20 - RENT						
		5/01/20 228	202005 310-51300-35100		*	83.33		
		MAY 20 - COMPUTER TIME						
		5/01/20 228	202005 310-51300-31300		*	208.33		
		MAY 20 - DISSEMINATION						
		5/01/20 228	202005 310-51300-49500		*	83.33		
		MAY 20 - WEBSITE ADMIN						
		5/01/20 228	202005 310-51300-51000		*	17.50		
		MAY 20 - SUPPLIES						
		5/01/20 228	202005 310-51300-42000		*	5.00		
		MAY 20 - POSTAGE						
		5/01/20 228	202005 310-51300-42500		*	103.25		
		MAY 20 - COPIES						
GOVERNMENTAL MANAGEMENT SERVICES -							4,358.66	001618
5/20/20	00058	5/18/20 13594	202005 320-53800-46201		*	924.00		
		100 BAGS MULCH SPREAD						
		5/18/20 13595	202005 320-53800-46201		*	224.00		
		CLEAR PROPERTY LINE						
		5/18/20 13596	202005 320-53800-46201		*	952.00		
		CLEAR BACK WALL						
GREEN LAWN SERVICE, INC.							2,100.00	001619
5/20/20	00053	5/04/20 REIMB	202005 320-53800-46201		*	188.22		
		REIMB - SUPPLIES						
JOHN JADO							188.22	001620
5/20/20	00030	5/01/20 3096-TC	202005 320-53800-46300		*	1,600.00		
		MAY 20 - LAKE MAINTENANCE						
		5/01/20 3096-TC	202005 320-53800-46400		*	1,275.00		
		MAY 20 - WETLAND MAINT						
LAKE AND WETLAND MANAGEMENT, INC.							2,875.00	001621
5/20/20	00072	5/01/20 503674	202005 320-53800-49000		*	285.00		
		MAY 20 - FOUNTAIN SVC						
THE LAKE DOCTORS, INC.							285.00	001622

PORT -PORT ISLES-- PPOWERS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/20/20	00014	5/20/20	SER 13	202005 300-20700-10100	TRANS TAX RECEIPTS 2013	*	1,865.64		
								1,865.64	001623
PORTOFINO ISLES CDD									
5/20/20	00059	5/13/20	8009	202005 320-53800-46500	BRIGATINE ENTRANCE CONTRL	*	271.00		
								271.00	001624
RAINTRONICS, INC.									
5/20/20	00015	4/24/20	5719024	202004 310-51300-32300	SERIES 2013 4/20-3/21	*	3,555.75		
								3,555.75	001625
US BANK									
5/28/20	00026	4/30/20	162264	202004 310-51300-31500	APR 20 - GENERAL COUNSE	*	1,350.00		
								1,350.00	001626
BILLING, COCHRAN, LYLES, MAURO									
5/28/20	00016	5/27/20	POSTAGE	202005 310-51300-42000	TAX BILL POSTAGE	*	60.14		
								60.14	001627
CHRIS CRAFT, TAX COLLECTOR									
5/28/20	00013	5/14/20	88499	202004 310-51300-31100	APR 20 - ENGINEERING	*	1,504.35		
								1,504.35	001628
CULPEPPER TERPENING, INC.									
5/28/20	00025	5/11/20	40160755	202005 320-53800-43000	2517 SW BRIGATINE PL #SL	*	55.43		
								55.43	001629
FLORIDA POWER & LIGHT									
5/28/20	00020	5/27/20	230	202005 320-53800-34000	MAY 20 - FACILITY MGMT	*	3,750.00		
								3,750.00	001630
GOVERNMENTAL MANAGEMENT SERVICES -									
5/28/20	00021	5/27/20	19697	202005 310-51300-31200	SER 13 THRU 3/31/20	*	600.00		
								600.00	001631
GRAU AND ASSOCIATES									
5/28/20	00006	5/26/20	4209228	202005 310-51300-48000	NOTICE OF SPEC MEETING	*	210.33		
								210.33	001632
TREASURE COAST NEWSPAPERS									
							TOTAL FOR BANK A	82,412.98	
							TOTAL FOR REGISTER	82,412.98	

**PORTOFINO ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**COMBINED BALANCE SHEET**

April 30, 2020

	<u>Governmental Fund Types</u>			<u>Totals</u>
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>(Memorandum Only) 2020</u>
<b>ASSETS:</b>				
Cash - Assessments	\$266,102	---	---	\$266,102
Investments:				
State Board	\$415,849	---	---	\$415,849
<b>Series 2005</b>				
Reserve	---	\$422	---	\$422
Revenue	---	\$441,319	---	\$441,319
Deferred Cost	---	\$39,206	---	\$39,206
Construction	---	---	\$139	\$139
<b>Series 2013</b>				
Reserve	---	\$217,635	---	\$217,635
Revenue	---	\$497,066	---	\$497,066
Prepayment	---	\$4,665	---	\$4,665
Cost of Issuance	---	---	\$1,277	\$1,277
Due from General	---	\$7,277	---	\$7,277
<b>TOTAL ASSETS</b>	<u>\$681,951</u>	<u>\$1,207,590</u>	<u>\$1,416</u>	<u>\$1,890,957</u>
<b>LIABILITIES:</b>				
Accounts Payable	\$3,850	---	---	\$3,850
Due to Debt Service	\$7,277	---	---	\$7,277
Due to Bondholders	---	\$3,999,720	---	\$3,999,720
<b>FUND BALANCES:</b>				
Restricted for Debt Service	---	(\$2,792,130)	---	(\$2,792,130)
Restricted for Capital Projects	\$0	---	\$1,416	\$1,416
Unassigned	\$670,825	---	---	\$670,825
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<u>\$681,951</u>	<u>\$1,207,590</u>	<u>\$1,416</u>	<u>\$1,890,957</u>

**PORTOFINO ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended April 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/20	ACTUAL THRU 04/30/20	VARIANCE
<b>REVENUES:</b>				
Maintenance Assessments	\$175,152	\$175,152	\$129,998	(\$45,154)
Interest Income	\$0	\$0	\$4,132	\$4,132
Misc. Income	\$0	\$0	\$15,000	\$15,000
Stormwater Rebate	\$186,678	\$181,842	\$181,842	\$0
<b>TOTAL REVENUES</b>	<b>\$361,830</b>	<b>\$356,994</b>	<b>\$330,973</b>	<b>(\$26,021)</b>
<b>EXPENDITURES:</b>				
<b>ADMINISTRATIVE:</b>				
Engineering Fees	\$30,000	\$17,500	\$15,065	\$2,435
Arbitrage	\$1,200	\$600	\$600	\$0
Dissemination Agent	\$2,500	\$1,458	\$1,458	\$0
Attorney Fees	\$25,000	\$14,583	\$10,410	\$4,174
Assessment Roll	\$1,001	\$1,001	\$1,001	(\$0)
Annual Audit	\$5,700	\$5,700	\$5,145	\$555
Trustee Fees	\$0	\$0	\$3,556	(\$3,556)
Management Fees	\$43,895	\$25,605	\$25,605	(\$0)
Computer Time	\$1,000	\$583	\$583	\$0
Telephone	\$100	\$58	\$0	\$58
Postage	\$500	\$292	\$205	\$87
Printing & Binding	\$1,250	\$729	\$240	\$489
Rentals & Leases	\$2,400	\$1,400	\$1,400	\$0
Insurance	\$6,356	\$5,922	\$5,922	\$0
Legal Advertising	\$1,000	\$583	\$0	\$583
Other Current Charges	\$500	\$292	\$333	(\$42)
Website Admin	\$1,000	\$583	\$583	\$0
Office Supplies	\$250	\$146	\$61	\$84
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$300	\$175	\$0	\$175
<b>TOTAL ADMINISTRATIVE</b>	<b>\$124,126</b>	<b>\$77,386</b>	<b>\$72,343</b>	<b>\$5,043</b>
<b>FIELD</b>				
Salaries/Facility Management	\$26,000	\$15,167	\$21,250	(\$6,083)
Environmental Services	\$2,500	\$1,458	\$0	\$1,458
Electric	\$10,000	\$5,833	\$2,977	\$2,856
Repairs & Maintenance	\$15,000	\$8,750	\$6,697	\$2,053
Landscaping	\$11,040	\$6,440	\$7,740	(\$1,300)
Irrigation System	\$5,000	\$2,917	\$0	\$2,917
Contingencies	\$5,000	\$2,917	\$0	\$2,917
Chemicals	\$6,600	\$3,850	\$810	\$3,040
Rosser Entrance	\$0	\$0	\$12,337	(\$12,337)
<b>TOTAL FIELD</b>	<b>\$81,140</b>	<b>\$47,332</b>	<b>\$51,812</b>	<b>(\$4,480)</b>
<b>STORMWATER MANAGEMENT</b>				
Landscape Maintenance - Roadway	\$25,000	\$14,583	\$6,976	\$7,608
Landscaping - Replacement	\$40,000	\$23,333	\$0	\$23,333
Stormwater Maintenance	\$50,000	\$29,167	\$0	\$29,167
Lake Maintenance	\$21,120	\$12,320	\$11,200	\$1,120
Wetlands Maintenance	\$19,200	\$11,200	\$8,925	\$2,275
Irrigation System	\$10,000	\$5,833	\$3,967	\$1,866
Contingencies	\$10,000	\$5,833	\$2,195	\$3,638
<b>TOTAL STORMWATER</b>	<b>\$175,320</b>	<b>\$102,270</b>	<b>\$33,263</b>	<b>\$69,007</b>
<b>TOTAL EXPENDITURES</b>	<b>\$380,586</b>	<b>\$226,988</b>	<b>\$157,417</b>	<b>\$69,571</b>
Excess (deficiency) of revenues over (under) expenditures	(\$18,756)	\$130,006	\$173,555	\$43,549
Net change in Fund Balance	(\$18,756)	\$130,006	\$173,555	\$43,549
FUND BALANCE - Beginning	\$129,212		\$497,269	
FUND BALANCE - Ending	\$110,456		\$670,825	

**PORTOFINO ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND - SERIES 2013**

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended April 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/20	ACTUAL THRU 04/30/20	VARIANCE
<b>REVENUES:</b>				
Assessments	\$432,649	\$415,884	\$415,884	\$0
Interest Income	\$0	\$0	\$3,530	\$3,530
<b>TOTAL REVENUES</b>	<b>\$432,649</b>	<b>\$415,884</b>	<b>\$419,415</b>	<b>\$3,530</b>
<b>EXPENDITURES:</b>				
<i>Series 2013</i>				
Interest Expense - 11/1	\$98,363	\$98,363	\$98,363	\$0
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)
Interest Expense - 05/1	\$235,000	\$0	\$0	\$0
Principal Expense	\$98,363	\$0	\$0	\$0
Other Debt Service Costs	\$9,183	\$5,934	\$5,934	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$440,908</b>	<b>\$104,297</b>	<b>\$109,297</b>	<b>(\$5,000)</b>
Excess (deficiency) of revenues over (under) expenditures	<u>(\$8,259)</u>	<u><b>\$311,588</b></u>	<u><b>\$310,118</b></u>	<u>(\$1,470)</u>
Net change in Fund Balance	<u>(\$8,259)</u>	<u><b>\$311,588</b></u>	<u>\$310,118</u>	<u>(\$1,470)</u>
FUND BALANCE - Beginning	\$195,961		\$417,210	
FUND BALANCE - Ending	<u><u>\$187,703</u></u>		<u><u>\$727,328</u></u>	

**PORTOFINO ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

**DEBT SERVICE FUND - SERIES 2005**

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ended April 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 04/30/20	ACTUAL THRU 04/30/20	VARIANCE
<b>REVENUES:</b>				
Assessments	\$440,879	\$79,851	\$79,851	\$0
Interest Income	\$0	\$0	\$4,042	\$4,042
<b>TOTAL REVENUES</b>	<b>\$440,879</b>	<b>\$79,851</b>	<b>\$83,893</b>	<b>\$4,042</b>
<b>EXPENDITURES:</b>				
Interest Expense - 11/1	\$134,680	\$134,680	\$134,680	\$0
Interest Expense - 05/1	\$134,680	\$0	\$0	\$0
Principal Expense - 05/01	\$175,000	\$0	\$0	\$0
Other Debt Service Costs	\$8,233	\$8,233	\$78,339	(\$70,107)
<b>TOTAL EXPENDITURES</b>	<b>\$452,593</b>	<b>\$142,913</b>	<b>\$213,019</b>	<b>(\$70,107)</b>
Excess (deficiency) of revenues over (under) expenditures	(\$11,714)	(\$63,061)	(\$129,126)	(\$66,065)
<b>OTHER FINANCING SOURCES/(USES)</b>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
<b>TOTAL OTHER FINANCING SOURCES/(USES)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Net change in Fund Balance	(\$11,714)	(\$63,061)	(\$129,126)	(\$66,065)
FUND BALANCE - Beginning	\$201,847		(\$3,390,332)	
FUND BALANCE - Ending	\$190,134		(\$3,519,458)	

# PORTOFINO ISLES

## COMMUNITY DEVELOPMENT DISTRICT

### CAPITAL PROJECTS FUND - SERIES 2013

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ended April 30, 2020

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED BUDGET THRU 04/30/20</u>	<u>ACTUAL THRU 04/30/20</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$9	\$9
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9</b>	<b>\$9</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>\$9</b>	<b>\$9</b>
Net change in Fund Balance	\$0	\$0	\$9	\$9
FUND BALANCE - Beginning	\$0		\$1,268	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$1,277</u>	

# PORTOFINO ISLES

## COMMUNITY DEVELOPMENT DISTRICT

### CAPITAL PROJECTS FUND - SERIES 2005

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ended April 30, 2020

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED BUDGET THRU 04/30/20</u>	<u>ACTUAL THRU 04/30/20</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Interest Income	\$0	\$0	\$1	\$1
<b>TOTAL REVENUES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
<b><u>EXPENDITURES:</u></b>				
Capital Outlay	\$0	\$0	\$0	\$0
Default Expenditures	\$0	\$0	\$0	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Excess (deficiency) of revenues over (under) expenditures	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
Net change in Fund Balance	<b>\$0</b>	<b>\$0</b>	<b>\$1</b>	<b>\$1</b>
FUND BALANCE - Beginning	\$0		\$138	
FUND BALANCE - Ending	<b>\$0</b>		<b>\$139</b>	

**PORTOFINO ISLES**  
**COMMUNITY DEVELOPMENT DISTRICT**

Bond Issue:	<b><u>Series 2005 Special Assessment Bonds (Court Project)</u></b>	
Original Issue Amount:		\$6,375,000
Interest Rate:	5.60%	
Maturity Date:	May 1, 2036	
Reserve Fund Requirement:	Lesser of:	
	(i) Max Annual Debt Service for Bonds Outstanding	
	(ii) 125% of Average Debt Service for Bonds Outstanding	
	(iii) 10% of Original proceeds	
Bonds outstanding - 9/30/13		\$6,105,000
Less: 11/1/13		\$0
5/1/14		\$0
Current Bonds Outstanding:		<b>\$6,105,000</b>

Bond Issue:	<b><u>Series 2013 Special Assessment Revenue Refunding Bonds</u></b>	
		\$5,730,000
Interest Rate:	4.750%	
Maturity Date:	May 1, 2033	
Reserve Fund Requirement:	50% of Max Annual Debt Service Requirements @ date of issuance	
Bonds outstanding - 9/30/13		\$5,730,000
Less: 5/1/14		(\$205,000)
5/1/15		(\$210,000)
11/1/15		(\$5,000)
5/1/16		(\$215,000)
5/1/17		(\$220,000)
5/1/18		(\$225,000)
5/1/19		(\$230,000)
11/1/19		(\$5,000)
Current Bonds Outstanding:		<b>\$4,415,000</b>

