

**MINUTES OF MEETING
STONEBROOK AT VENICE
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Stoneybrook at Venice Community Development District was held on Thursday, June 27, 2019 at 12:00 P.M. at the Stoneybrook Activity Center, 2365 Estuary Drive, Venice, Florida 34292.

Present and constituting a quorum:

Daniel Minnick	Chairperson
James Crawford	Vice Chairperson
Jerry Lee Olinger	Assistant Secretary
Andy Grogoza	Assistant Secretary
Gary Compton	Assistant Secretary

Also present were:

James P. Ward	District Manager
Jere Earlywine	District Counsel
Bruce Bernard	Calvin, Giordano and Associates

Audience:

Ted Dalaku, David Kline, Fred Stelma, Nancy Carabol, Nicole Tishane, Ed Strauss, Vernon Kukes, Mark Saw, Ernie Childers, Ron Thomas, Paul Normandy, George Denmar, Jim Mullis, Doug Drybroh, Robert Harkins, Barbara Brennan, Pam Jackson

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. James P. Ward called the meeting to order at approximately 12:00 p.m. and all Members of the Board were present at roll call.

SECOND ORDER OF BUSINESS

Consideration of Minutes

Regular Meeting – May 2, 2019.

Chairperson Daniel Minnick asked if there were any additions, corrections or deletions to the Minutes. Hearing none, he called for a motion to approve the May 2, 2019 Regular Meeting Minutes.

On MOTION made by Mr. Daniel Minnick, seconded by Mr. James Crawford, and with all in favor, the May 2, 2019 Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS**Consideration of Resolution 2019-3**

Consideration of Resolution 2019-3 Declaring special assessments to fund the proposed budget(s), including but not limited to a multi-year special assessment to fund a lake restoration project ("lake project").

Mr. Minnick reported approximately 15 years ago Lennar developed Stoneybrook and chose to form a Community Development District (CDD) which was a government agency entitled to finance capital expenditures. He stated Lennar (as the CDD at the time) chose to finance the ground water infrastructure and the lakes, and place the bond responsibility upon all residents of the District which included Stoneybrook at Venice, Stoneywood Cove, and the new Sanctuary development. He reported the property owners paid a portion of the bond based upon the square footage of drainage each property had which fed into the stormwater infrastructure. He indicated this allocation had been used for the last 15 years and was included in the homeowners tax roll as a payment to the CDD. He noted this was a \$6.3 million dollar bond, refinanced by the current CDD two years ago to lower the rate from approximately 6% to 4% which would save the homeowners collectively approximately \$350,000 dollars over the life of the bond. He stated also 15 years ago Lennar created a home owner's association which was eventually turned over to the residents to take responsibility for the lawn mowing, tree cutting, paving and pool maintenance and other general maintenance. He reported when Lennar defined the two entities Lennar indicated the "maintenance of" the lakes, pool, lawns, etc., would be the responsibility of the HOA, not the CDD. He stated in 2014 the HOA, not the CDD, had a study done of the lakes, available for review, which spoke of a need to prevent further erosion and a need of restoration. He noted the HOA Board at that point made the decision to ignore the necessary restoration, but act upon further erosion prevention, as the restoration would cost hundreds of thousands of dollars. He indicated he believed the HOA did not realize it could ask the CDD for assistance, nor did the HOA understand why the restoration was important. He reported in January 2019 he brought this restoration need to the attention of the CDD as the lakes were continuing to erode. He reported the CDD hired outside experts to conduct a project engineering survey which discovered there was an 18 inch drop along the lake shoreline which was a safety issue and was in noncompliance with the permit. He noted the CDD had no knowledge of the survey conducted by the HOA until recently. He explained the CDD was taking responsibility for the lake shore due to the need for restoration, not a need for maintenance, and due to HOAs not having the authority to create bond issues. He noted there were also three HOAs involved in this District which would complicate matters; it was much simpler and more efficient to have a single project manager reporting to a single Board, such as the CDD, rather than three separate entities. He listed three possible solutions: option 1 was to borrow the money and complete the work as soon as possible (the survey indicated the work could be completed in 24 months) working from worst lake to best lake at a cost of \$2.8 million dollars plus finance charges and extra to cover unknown emergency costs at a total of \$3.5 million dollars. He stated option 2 was to create a resolution today, but borrow the money next year, which delayed the work approximately 6 months and would defer the rise in assessment fees until November 2020, rather than November 2019. He indicated he did not recommend option 2 as interest rates were currently at a historic low; hurricane season was on the brink and the risk for further erosion was high. He noted interest rates were as low as 3% currently. He stated option 3 was to delay the restoration project for another year, conduct more surveys, and hold more meetings to ensure the CDD was doing everything in its power to spend as intelligently as possible on the project. He noted if option 3 was chosen there was a high risk of more lake erosion and cost inflation. He stated he recommended option 1. He noted

he owned three properties within the District and would be paying three times the assessment fees as a result, but still felt it was necessary to begin as soon as possible.

Mr. Ward introduced Bruce Bernard was with Calvin Giordano and Associates, the engineering firm retained for the survey. He asked Mr. Bernard to review the survey, project and estimated costs.

Mr. Bruce Bernard noted he and one of his inspectors walked every lake in the District and rated each lake from 0 (no erosion) to 5 (severe erosion). He stated there were 40 lakes, and 26 were rated 1 or 2 which was moderate erosion. He explained what caused erosion and the process to fix erosion: this method was the least intrusive to residents, used existing lake materials for fill, GeoTube (woven fabric barriers estimated to last 20 years), coconut matting and sod. He reported he had used this method in other communities with proven success. He stated the plan also included plantings along the shoreline. He noted the CDD held the permits with the South Florida Water Management District for the lakes.

Mr. Ted Dalaku stated his address was 2217 Mesic Hammock Way. He asked how the 18 inch bank drop would be mitigated by the fabric barrier solution. Mr. Bernard responded the materials would create a slope, rather than a drop off. Mr. Dalaku noted children could roll down a slope as easily as fall over a ledge. He stated he worried about the plantings growing too high and impeding his water view. Mr. Bernard noted the plantings would not grow tall enough to block the water view. He indicated he used spike rush rather than bull rush which only grew 3 feet tall. He noted he utilized an aquatic maintenance company who worked to keep the water plants at a certain height and width.

Mr. David Kline (ph) asked if the residents had the right to veto the lake restoration project. District Attorney Jere Earlywine responded in the negative; there were State laws in place which required the community to maintain the banks of the lakes, as well as bond covenants. Mr. Kline stated he just read a book called "Earth: The Uninhabitable Planet" which discussed the melting ice caps which were inundating South Florida. He stated this project was too little, too late, and asked why money should be spent on projects which were bound to fail.

Mr. Fred Stelma (ph) stated he lived on lake number 27 and he approved of the project as he had watched his shoreline disappear over the past 6 years. He asked how the water draining from the homes into the lake would affect the restoration of the lake banks. Mr. Bernard explained the drains in between the homes running to the lakes caused the trenching between homes to the lake shore. He explained the lake bank restoration would slow down the trenching process, as it would decrease the slope, but the water would eventually break through and trenching would begin. He explained the best solution would be a drain pipe which led to the front yard into the drainage system or a pipe which ran under the ground out into the lake past the shore line.

Mr. Minnick recommended leaving a 12 inch border along the lake edge when mowing as this would dramatically reduce the erosion rate. Discussion ensued regarding mowing and plants along the water's edge.

Ms. Nancy Carabol (ph) noted under Special Assessments on page 16 it read "special assessments shall be levied against all lots at an equal rate" and she was upset that this new assessment would be dependent upon lot size. Mr. Ward explained the Special Assessments document she was reading from was an HOA document and was not applicable to the CDD. Ms. Carabol asked why the assessment would not be based on assessed value of a home or split equally between all home owners. She stated she did not feel this was legal. Mr. Earlywine explained special assessments could be divided in several

ways; however, the typical assessment for stormwater funding was according to lot size. He noted when the bonds were issued 15 years ago they were issued on a lot size basis; therefore, this was not a new method for the community, but a continuance of the previous methodology and was the predominant method of assessment across all 600 or so CDDs in the State of Florida for assessing stormwater improvements. He noted this was lawful. Ms. Carabol stated she felt this was unreasonable, the language should be changed and noted she would pursue the matter.

Ms. Nicole Tishane (ph) stated she was an environmental scientist. She read Florida Statute 190 Section 1B. She asked how this plan was in the public's best interest, as well as legally acceptable according to Florida Statutes 190 Section 2. She stated this CDD was outliving its usefulness. She asked why the Community was changing water management by giving the power to the CDD rather than following the original HOA plan. She asked why the CDD was choosing the most expensive restoration plan which would burden homeowners for a decade and how would this benefit the homeowner. She stated she did not feel the CDD was acting in the public's trust.

Mr. Minnick stated the actions described in the restoration plan did not extend the life of the CDD; the CDD would continue to exist for the next 18 years as this was the life of the current bond. He stated the CDD Board was extremely accountable, responsible and only moved forward with the best of intentions and the Community's benefit firmly in mind. Mr. Earlywine explained a Community Development District was intended to be a perpetual maintenance entity, just like a home owner's association, and there were many benefits of having a CDD in place. He explained a CDD was typically more transparent than an HOA as a CDD was subject to the Sunshine Laws. He stated the CDD was also subject to Sovereign Immunity Protection, HOAs were not, which was helpful. He stated the CDD could issue tax exempt bonds which an HOA could not do, and would provide a significant cost savings. He explained the lakes had always been the responsibility of the CDD; the CDD had issued bonds and funded the stormwater lakes. He noted the CDD had an agreement with the HOA regarding maintenance, but capital expenditures fell within the CDD's umbrella as part of the bond covenants, permits, and improvement plan; therefore, it was extremely appropriate for the CDD to address this situation.

Mr. Ed Strauss (ph) asked when the lake survey was completed. Mr. Bernard responded approximately 7 weeks ago. Mr. Strauss noted this was when the lake's water levels were low. He asked if the survey would have different results in the fall or winter when the water levels were higher. Mr. Bernard responded in the negative; it was easier to conduct the survey and get accurate measurements when the water level was low. He explained he measured the slope and drop off and attempted to determine where the property line should be. Mr. Strauss asked about the dredging. Mr. Bernard stated the dredging would not make the pond deeper than originally intended. He explained the materials which eroded from the shoreline had eroded into the pond; by dredging he was reclaiming the material and putting it back on the bank where it belonged. Discussion ensued regarding the lake being shallower than intended currently due to the erosion, dredging moving the materials back to the intended place and restoring the lake's originally intended depth. Mr. Strauss asked if this restoration project would last 20 years. Mr. Bernard explained the fabric material he utilized along the shoreline was intended to last 20 years. Mr. Strauss asked about installation of a permanent metal barrier. Mr. Minnick responded a bulwark (permanent barrier) would cost in the vicinity of \$200 dollars per linear foot while the current proposed plan cost approximately \$56 dollars to \$61 dollars per linear foot. Mr. Strauss stated the CDD claimed the interest rates were going up two years ago and cost the Community \$100,000 plus another 30 years of bond payments. Mr. Minnick stated Mr. Strauss was incorrect. He stated two years ago the Board refinanced the remaining 20 years of the bond when rates were at a historic low. He noted the CDD was worried about a rate increase and wished to take advantage of the

low rates; the rates did increase and only recently had the rates dropped again. He explained if the CDD had waited a year the interest rate would have been too high to make refinancing possible. He reported the CDD saved the Community collectively in the vicinity of \$280,000 dollars.

Mr. Vernon Kukes (ph) stated he was an original owner in Stoneybrooks. He noted the Community went to court against Lennar regarding the CDD and lost. He stated the CDD consisted of Lennar employees who he felt were always taking money from the homeowners. He reported he noticed the water level dropping and the lake banks eroding annually. He stated he also noticed there were fish burrowing underneath his lawn; he believed they were catfish. He stated he never felt Stoneybrook needed a CDD, but Stoneybrook was stuck with it, and the lakes needed to be restored. He noted a neighboring community just completed a similar project and was extremely happy with the results.

Mr. Mark Saw (ph) asked in what newspaper the hearing was published. Mr. Ward responded the Sarasota Arrow. Mr. Saw stated a hearing was required to be published for four weeks in a row. Mr. Earlywine responded this was not a public hearing, it was a public meeting; the CDD was taking public comments at this time. He indicated there would be a Public Hearing for which there would be both mailed and published notice. Mr. Saw stated he felt the CDD was highly politically motivated and the restoration project was a direct result of the Governor's recent political opinion. He stated if an independent estimate was not done, and the measurements were off by a couple of inches, it could result in an extra cost of millions of dollars.

Mr. Ernie Childers (ph) stated his HOA handled capital projects every year. He asked if an HOA Board was involved with the decision making process of this project initially. He stated his research indicated the material used inside the woven fabric barriers required replacement every 7 to 9 years. He asked if the fabric barrier manufacturer issued a 20 warranty indicating the barriers would not necessitate refilling. Mr. Bernard responded he would ask the manufacturer. Mr. Childers asked if the lack of slope violated a law or code. Mr. Minnick responded in the affirmative; the threshold for compliance was a 9 inch vertical drop. He explained there were drops noted up to 24 inches; therefore, the lakes were out of compliance of with Water Management permit regulations.

Mr. _____ 1:04:56 asked if the CDD acquired additional surveys from other companies. Mr. Minnick responded in the negative. He explained this was an engineering survey to provide a cost estimate; the project had not been advertised for bids as of yet. Mr. Earlywine stated the project was required by Florida law to be advertised and bid upon by multiple companies to obtain competitive bids. Mr. Minnick stated the CDD would receive multiple competitive bids regarding the financing of the project. Discussion ensued regarding the cost of the project being no more than \$3.6 million dollars, the project being spread over 7 years, the possibility of a savings of 5% to 10% if the project was completed all at once, payments for financing spread over 10 years, the proportion of financial responsibility of each property being measured by the proportion of the drainage system for each property, whether Lennar was in compliance when the lakes were first developed, the boards not being aware of the shoreline erosion issues until recently, the lakes requiring inspection prior to permitting and therefore, Lennar must have been in compliance when the lakes were developed.

Mr. Ron Thomas (ph) asked about setbacks. He stated he did not believe any residents actually owned shoreline property due to setback regulations; therefore, no homeowner could possibly have property which was actually underwater due to erosion. He noted Mr. Minnick had claimed homeowner property was underwater. Mr. Minnick clarified his statement: a property owner had indicated a stake which was previously located on dry land was currently underwater due to erosion. Mr. Thomas asked if any

homeowner's property was currently underwater. Discussion ensued regarding setback easements being community owned and maintained, property lines, and shorelines. Mr. Thomas asked if Mr. Bernard would be managing the restoration project. Mr. Bernard responded in the negative; he explained he worked for a consulting engineering company and was not a contractor. Mr. Thomas stated he felt it would be more appropriate to collect project bids prior to determining project cost.

Mr. Earlywine stated he felt Mr. Thomas had an excellent point; however, he wished those present to understand the process. He stated the Chairman identified there was a problem at the beginning of the year and the issue was investigated by an engineering firm. He explained the purpose of today's meeting was to discuss the survey and decide where to go from there. He stated if the decision was made to move forward the next steps were to adopt a resolution which would authorize staff to send out a notice to the entire community, a public hearing would be held in September to further discuss the project, and then the project would be advertised (bid out), the CDD would receive multiple competitive bids, and then the appropriate bonds would be issued.

Mr. Paul Normandy (ph) asked if an alternate finance options had been investigated, such as grants or loans through government agencies such as EPA and South Florida Water Management which possibly the HOA could pay. Mr. Ward responded there were no longer grants available in the State of Florida for this type of project, especially in private gated communities. He stated an HOA could not finance projects as a general rule; HOAs built up reserves over time to be used for capital improvement projects. He explained the CDD could obtain a loan based on a 10 year term at a tax exempt rate. Mr. Normandy stated he worried about elevated taxes affecting his property value as potential buyers would be scared off by the high taxes. He stated the HOA could simply raise the price on a house to cover the cost of the loan. Discussion ensued regarding the HOA needing to sell many homes to cover the cost of the loan. Mr. Earlywine stated the CDD was exploring all possible finance options.

Mr. George Denmark (ph) asked what the purpose of the CDD was. Mr. Earlywine explained the CDD functioned similarly to an HOA, but was in fact a governmental entity and as such had additional powers of authority. He stated the CDD worked in concert with the HOA. He stated this particular CDD Board worked with the wetlands and stormwater ponds (lakes) within the Community. Mr. Denmark asked if the lake permits were in the CDD's name. Mr. Earlywine responded in the affirmative. Mr. Denmark asked if liability belonged to the CDD. Mr. Earlywine responded in the affirmative. Mr. Denmark stated as the liability did not belong to the homeowner and the HOA, this was a "pass the buck" situation. Mr. Ward stated the HOA's and CDD's resident base was the same; the CDD represented the homeowners. Discussion ensued regarding liability for accidents versus liability for noncompliance, liability for accidents increasing if the CDD was aware of a problem and did not fix said problem, alligators being a problem, whether the CDD was responsible for alligator removal, and the lake shore bank drop being a known problem which needed immediate attention.

Mr. Greg _____ 1:21:18 stated he had opposed refinancing of the bond several years ago. He stated he was suspicious of this situation as there were 40 new homes being constructed which were not included in the divvying of the financial responsibility. Mr. Ward stated he was going to look at adding these homes into the assessment process; he just became aware of these homes. Mr. Minnick explained Mr. Ward had been unaware of the homes as the homes were not included on last year's tax records. Discussion ensued regarding conversations with Lennar, the restoration of the lake banks being an obligation, how bonds worked, and bond financing costs.

Mr. Jim Mullis (ph) asked if Southwest Florida Water Management did compliance inspections periodically. He asked if SFWM had an enforcement team. Mr. Minnick responded in the affirmative; however, he was not aware of SFWM being present on property since the original lake inspections. Mr. Mullis asked if the Community had been cited for being out of compliance. Mr. Minnick responded in the negative; however, the Community could no longer plead ignorance of the problem. Discussion ensued regarding how SFWM would be notified, if SFWM would be notified, and notification regarding today's meeting. Mr. Minnick stated the CDD was not required to allow public input at today's meeting; the public was invited today as the CDD wished to be able to answer any questions the public had and to hear the public's opinion. He explained notification for the Public Hearing would be mailed to all homeowners including Stonewood Cove and Cattail. Mr. Mullis asked if the Board was going to take a vote regarding proceeding with the process today. Mr. Minnick responded in the affirmative. He stated he deemed it likely the Board would initiate the process. Mr. Earlywine stated the only action which would be taken today would be to set the Public Hearing in September.

Mr. Doug Drybroh (ph) asked if the new development would be included in financing the restoration. He stated his lake was drained twice in order to fill the new lakes in the new development and he felt this had contributed to the erosion. Mr. Minnick responded in the affirmative; the new development would be included in assessment distribution.

Mr. Robert Harkins (ph) stated in 2005 he was told the land for the berm behind his home was built with the land from the storm retention ponds. He noted there were no "lakes" in the development, only "storm retention ponds." Mr. Minnick concurred. Mr. Harkins asked which storm retention pond had the land stake under water. Mr. Minnick responded it was the lake behind his home (lake #34); however, the stake had been removed. Mr. Harkins stated currently the region was in a drought period. He stated he believed if the region was not in a drought period and the lakes were properly full there would not be any erosion problem. He reported the lake behind his home did not have a 24 inch drop off. Mr. Bernard stated he could only measure what was in place today; not all lakes had a 24 inch drop off, some had 12 inches, some had 18 inches. Discussion ensued regarding lake shore drop off, drop off not existing when lakes were initially constructed, lake and retention pond being different names for the same thing, water level not affecting bank drop off, and the required rate of lake bank sloping.

Mr. _____ 1:38:58 stated he had lived in the Community for 7 years and had not known the CDD existed until recently. He indicated he received mailings from the HOA, but never the CDD. He asked if the Board was appointed or elected. Mr. Minnick responded the CDD Board was elected by the residents of the Community. He explained the CDD election process: each seat was selected by submission of a name to the Supervisor of Elections; however, if there was no opposition to the name submitted there was no contest. Mr. Earlywine stated this was a function of State Law; public notice was given through the newspaper and the CDD website prior to the election. Discussion ensued regarding notice, the HOAs which were a part of the CDD, the CDD being the finance manager of capital investments while the HOA handled administrative needs, CDD Board Member positions coming open every couple of years, and how notice was given regarding the election of CDD Board Members.

Mr. _____ 1:44:04 stated this restoration project would increase taxes by over 10% and increase CDD fees by over 70%. He asked how many other South Florida Communities were conducting this type of restoration project. Mr. Bernard stated he knew of 4 to 5 communities which were undergoing lake shore restoration. Discussion ensued regarding there being hundreds of similar communities in South Florida, nature affecting all these communities, other communities possibly addressing shore erosion as it occurred, the annual cost of lake shore maintenance once the erosion has

been fixed, and two lakes within the community with a cost of \$180,000 dollars per lake to restore. Mr. Minnick explained if the restoration was completed gradually by spending approximately \$100,000 dollars per year, the erosion would worsen exponentially and cost of restoration would increase exponentially, and unless the erosion was addressed promptly the situation would only worsen. He described a lake erosion problem addressed in a neighboring community which utilized the proposed GeoTube and sod solution. He noted Stoneybrook was not the only community experiencing this difficulty.

Ms. Barbara Brennan state she was the HOA President. She stated she sent an email to the CDD Board regarding the HOA beginning to address the erosion problem as of last year. She noted the HOA was about to conduct an erosion study when it was discovered the CDD was conducting an erosion study. She stated the CDD and the HOA should work in a cooperative effort to determine a solution to the erosion problems. She indicated the HOA did not support the Resolution as proposed. She stated the HOA asked the CDD to defer the project for one year; however, the CDD did not feel this was appropriate. She reviewed the three proposed optional solutions as discussed by Mr. Minnick. She noted the HOA had many questions and wished to do due diligence in regards to the project; as such, the HOA wished to delay the project for one year. She stated her pond maintenance representative recommended a product called GeoCell which was less expensive than GeoTube (the woven fabric tubing). She noted this may not be appropriate for large projects; however, this was unknown and she wished to research and determine the most appropriate and cost effective solution. She stated the HOA wished to work with the CDD as the CDD had value and expertise in this area. She stated she spoke with the HOA attorney and she felt a compromise could be reached; however, she would determine the HOA's next course of action following the CDD vote today and whether the Resolution was amended.

Discussion ensued regarding who owned the lakes, Lennar not owning the lakes, who was responsible for the lakes, possible responsibility of Aqua-Terra Lake Management and Lennar, research being conducted to discover if Lennar held any responsibility for lake restoration, and residential properties originally not having any slope.

Mr. _____ 2:05:22 stated \$74 dollars of CDD fees went to operation and maintenance of the stormwater system. He stated he did not believe the CDD was doing maintenance. He stated Lennar was not taking care of the water; the water was low quality and was causing problems with irrigation. He stated he agreed with Barbara Brennan: the alternatives needed to be thoroughly investigated. He asked how CDD fees were spent as he did not see any projects being completed; he believed the fees paid the CDD's salaries. He indicated he was very reluctant to move forward with this project. He asked about the testing of the GeoTube materials. He asked what would happen if the GeoTube did not last the expected 20 years and what would happen at the end of 20 years assuming the GeoTube did last. He stated the two plantings which were recently done would be destroyed during the restoration process. He stated he had a PhD in physics saltwater management. He asked if the Community still had liability once the project was initiated. He stated he hoped the CDD would hire a lawyer to answer this question and to determine Lennar's responsibility.

Discussion ensued regarding appropriate meeting behavior.

Mr. _____ 2:12:32 stated he came from a rural area with farm ponds and as such had no experience with water retention ponds. He asked if Stoneybrook had broken any State, Federal or Municipal laws by not addressing the erosion situation. Mr. Bernard responded in the affirmative; the lake shores were not in compliance with permit regulations issued by South Florida Water Management.

Mr. Earlywine explained the Community would have liability for property damage due to bank erosion or death due to improper maintenance. Discussion ensued regarding placing a sign warning of the lake bank drop off to prevent accidents and defer liability, and SFWM seeing the sign placement as knowledge of permit violation.

Mr. _____ 2:16:41 noted the 10 year bond was at 3% and asked what the rate for a 20 year bond would be. Mr. Earlywine responded the 3% rate was not guaranteed for the 10 year bond. Mr. Ward responded the 20 year bond might be just under 5%, but he was unsure.

Ms. Pam Jackson stated she had constant communication from the HOA. She noted she had never seen any communication or budget from the CDD. She asked why she was not receiving communication from the CDD and why she had not been notified of CDD position elections. Mr. Minnick responded the HOA was notified of regular CDD meetings; when meetings were held of significant importance notice was sent through the mail to each resident. He reported a document was included at closing which indicated the purchaser was aware of the CDD and the funding of the CDD. He stated he understood rarely were all included documents read through thoroughly during the closing process; however, notification was included. He explained the process for being elected onto the CDD Board. Ms. Jackson stated when individuals were interested in becoming HOA Board Members the residents were given the opportunity to review the qualifications of each potential member. She noted the CDD did not afford the residents this same opportunity. She indicated she wished the CDD was more informative as a whole and better communicated with the residents. She stated she felt the CDD should operate under the same guidelines as the HOA. Mr. Ward explained the CDD, as a governmental agency, operated in the same manner as a city or county government. He stated elected government representatives in Florida were elected once every four years for the body during a general election (held every two years). He explained the election was announced by the District and advertised in the newspaper two months before the qualifying period (June of every even year). He stated Statute limited the CDD to this advertisement; the CDD was not permitted to send out resumes of political candidates. Mr. Minnick explained if two or more individuals were running for the same seat the names would be included on the public ballot. Mr. Earlywine stated the next qualifying period would be in June of 2020. Mr. Ward reported the CDD Agenda was sent to the HOA prior to CDD meetings. Ms. Jackson commented on the various options presented regarding the lake erosion restoration project.

(Recording ends here.)

On MOTION made by Mr. Daniel Minnick, seconded by Mr. Gary Compton, and with all in favor, Resolution 2019-3 was adopted as presented and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS

Staff Reports

I. Attorney

There was no Attorney Staff Report.

II. Engineer

There was no Engineer Staff Report.

III. Manager

a. Financial Statements for the period ending May 31, 2019.

There were no questions regarding the Financial Statements for the period ending May 31, 2019.

SIXTH ORDER OF BUSINESS

Audience Comments and Supervisor's Requests

There were no Audience Comments or Supervisor's Requests.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately _____ p.m.

On MOTION made by Mr. James Crawford, seconded by Mr. Daniel Minnick, and with all in favor, the meeting was adjourned.

Stoneybrook at Venice Community Development District



James P. Ward, Secretary



Daniel Minnick, Chairman