



Portofino Shores
Community Development District

Albert Zemola, Chairman

Henry Schmitz Jr., Vice Chairman

Manfred Stroh, Assistant Secretary

Deborah Pariseau, Assistant Secretary

Ingrid Raad Grubb, Assistant Secretary

April 3, 2018



Portofino Shores

Community Development District

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March 26, 2018

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

Dear Board Members:

The regular meeting of the Board of Supervisors of **Portofino Shores Community Development District** is scheduled for **April 3, 2018 at 2:30 p.m. at the Shores Clubhouse at 5720 Spanish River Road, Ft. Pierce, Florida 34951**. Following is the advance agenda:

1. Roll Call
2. Approval of the Minutes of the February 6, 2018 Meeting
3. Consideration of **Resolution #2018-01** Approving the Proposed Fiscal Year 2019 Budget and Setting the Public Hearing
4. Discussion of Procedures for the General Election
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Manager
6. Financial Reports
 - A. Approval of Check Register
 - B. Balance Sheet and Income Statement
7. Supervisors Requests and Audience Comments
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.portofinoshorescdd.com>

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

The regular meeting of the Board of Supervisors of the Portofino Shores Community Development District was held on Tuesday, February 6, 2018 at 2:30 p.m. at the Shores Clubhouse, 5720 Spanish River Road, Fort Pierce, Florida 34951.

Present and constituting a quorum:

Al Zemola	Chairman
Henry Schmitz, Jr.	Vice Chairman
Deborah Pariseau	Assistant Secretary
Manfred Stroh	Assistant Secretary
Ingrid Grubb	Assistant Secretary

Also present were:

Rich Hans	District Manager
William Capko	District Counsel
Stefan Mathes	District Engineer
Ann Marie Cogniglio	POA
Jim Grubb	POA
Numerous Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. Hans called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
November 7, 2017 meeting**

Mr. Hans: Item #2 is the approval of the minutes from the November 7, 2017 meeting. If anyone has any comments on those we will take those, if not a motion to approve would be in order.

Ms. Pariseau: I have a couple items. The first one is on page 6, it is very near the bottom where Mr. Mathes says I believe it is just the verbiage of how it is written "but do not allow that water from outside of our development in" I think the "in" should be in

there. On page 15 the very bottom of the page they spelled my name wrong, just an ego thing.

Mr. Hans: We will have them fix that.

Ms. Pariseau: On page 27 at the very top it says Ms. Grubb made that statement and I believe that was me and not Ingrid. That is all I have.

Mr. Hans: Thank you.

Ms. Grubb: I have one on page 19 where Mr. Grubb spoke it says the Association Board of the meeting and it probably should be "in" the meeting.

Mr. Hans: Any other comments, then a motion approving the minutes with those changes would be in order.

On MOTION by Ms. Pariseau seconded by Mr. Zemola with all in favor the minutes of the November 7, 2017 meeting were approved.

THIRD ORDER OF BUSINESS

Consideration of Request for Approval of Encroachment Agreement for Easement

A. Request from Resident Regarding Fence

B. Form of Encroachment Agreement

Mr. Hans: Item 3 is the consideration of a request for an approval of encroachment agreement into an easement. The request was from Valerie Arenda. Valerie is here to answer any questions. In your packet I guess the fence was not located where the original permitting was pulled so I guess they came out and inspected for whatever reason and it is in our easement. She needs to get a variance or permit or license basically from the District if the District so desires to allow her to keep the fence where it is. Our engineer was contacted and Stef said it doesn't impede. It is a drainage easement. There is no impediment to the drainage and had no objection to the fence. There is a formal encroachment agreement that our District counsel prepared for a different fence which basically says you can have it there but if there is any expenses related to the District having to get to that easement or the fence has to be removed for whatever purposes that

would be at the expense of the property owner. With that understanding they would hold the District harmless and defend us in any type of lawsuit that would arise out of that fence being there. If the Board has any discussion, questions or comments now is the time to address it. If you have any questions for Valerie we can take on that discussion and make a decision.

Ms. Pariseau: I move that we go ahead and approve it. We have approved other instances as long as Valerie is of the understanding of how the format of that is. If there is needed to be any expenses or if we need to get to that as long as she understands that part.

Mr. Hans: Basically the motion would be to approve the encroachment for the fence as long as she enters into that agreement that states what we just mentioned. Do we have a second?

On MOTION by Ms. Pariseau seconded by Mr. Zemola with all in favor accepting the Encroachment Agreement for Easement from Valerie Arenda was approved.

Mr. Hans: So that approves the encroachment and agreement. Do you have something for me there?

Ms. Arenda: Thank you first of all. That was the quickest thing that has happened to me all day. This is the actual affidavit from St. Lucie County, Deborah Zampetti, and the Supervisor. She asked me to provide that to her with this paperwork filled out that you will go ahead and allow the fence. So I will fill that out.

Mr. Hans: I actually printed out a copy with the numbers.

Ms. Arenda: Ok great. I have to return that to Deborah Zampetti.

Mr. Hans: Then they want a copy of?

Ms. Arenda: This.

Mr. Hans: These have all the information, the address and your lot number and all that. We need witnesses and a notary too.

Ms. Pariseau: I think Ann Marie is a notary.

Ms. Arenda: Ok great.

Mr. Hans: Al can sign it and you can fill out the rest.

Ms. Arenda: Should I have you sign this as well? This is all she needed back.

Mr. Hans: Basically Al can just sign it. You fill this out with two witnesses and notary and give this back to me. That is what I would need to have in our records that we granted you the easement. That should be it.

Ms. Arenda: Thank you.

Mr. Hans: Once it is all done we will scan it and send the whole packet back to you with his signature, your signature. That works?

Ms. Arenda: Ok.

Mr. Hans: Ok moving forward we have discussion of a memorandum regarding lake and wells.

**FOURTH ORDER OF BUISNESS Discussion on Memorandum
Regarding Lake and Wells**

Mr. Hans: That is in your packet under tab 4. This was prepared by the Portofino Shores Property Owners Association. It is basically their findings of what they have done in regard to the pumps for refilling the lakes. It is saying that their research finds that it is not worth the money to do anything with them. Jim if you want to give a brief update.

Mr. Jim Grubb: The Association Board hasn't taken up what they want to do. If you know something that is not in there. They were up and running to be calibrated in either 2014 or 2015, I am not sure of the exact date but every five years we have to get the pumps up and collaborated and running. I believe we have two, three or four years now until we have to do that again. The purpose of this memo was just to make sure that it is on the record with both the HOA and the CDD. There was a strong recommendation not to move water unless there was some kind of emergency. Nobody has identified what that emergency had to be. I am just hoping that now that it is in the record and the CDD

agrees and we will take back any comments the CDD has to the Association to see if the Association Board, how we want to proceed on the pumps.

Mr. Zemola: I have a comment and maybe Stef can check something on there but it was my understanding that they should be turned on at least once every four or five months for a couple of minutes just to make sure that they were working. What do you have to say to that Stef?

Mr. Mathes: I would say that to make sure if you want to keep that asset I would say once every 30 days make sure they get turned on, run for about five minutes then shut off.

Mr. Jim Grubb: When they are repaired we have to get the Board's opinion which of course as I always tell you I am only one vote. When we get that done certainly we will see if we can get a maintenance or some kind set up.

Mr. Mathes: That would be my recommendation.

Mr. Zemola: That is all I have to say on that.

Mr. Hans: Ok.

FIFTH ORDER OF BUSINESS

Acceptance of Audit for Fiscal Year Ending September 30, 2017

Mr. Hans: Item #5 is the acceptance of the audit for fiscal year ending September 30, 2017. The audit was in your packet. I just like to point at the last page, there is a report to management. It is from the auditors. It is letting us know of any findings that there were. There were no findings. Everything has been in compliance, there is no evidence of fraud, no recommendation for changing any of our procedures, not in a state of financial emergency so it is basically a clean audit. Unless anyone has any questions, we just need a motion to accept this audit into the District's records.

On MOTION by Ms. Grubb seconded by Ms. Pariseau with all in favor accepting the audit for fiscal year ending September 30, 2017 was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Hans: Moving onto our staff reports. Under attorney, Mr. Capko

Mr. Capko: I am pleased to report that I have the Board's favorite type of attorney's report. Nothing. No issues have come up since the last meeting other than a few correspondence from the state and things of that nature. We are in good shape.

Mr. Hans: Ok. Thank you.

B. Engineer

Mr. Hans: Under engineer. Mr. Mathes. I am sure you have some things for us.

Mr. Mathes: A majority of mine is under number 8 but I do have to report to the Board that the flap gate is not going to be as expensive as I first thought to put a flap gate on that outflow structure. The total will be around \$1,700. If everybody is ok I will go ahead and get that ordered and taken care of.

Mr. Zemola: Do we need a motion?

Mr. Hans: We authorized him to bring back the numbers so let's get a motion to install the flap gate for \$1,700.

On MOTION by Ms. Grubb seconded by Mr. Stroh with all in favor accepting the proposal for \$1,700 to install flap gate was approved.

C. Manager

Mr. Hans: Under managers' report I did hand out to the Board information about a workshop meeting for Board members that Gertrude Walker is going to have. The date of the meeting is March 6 at 9:00 a.m. It is just informative. It is for anyone running for any type of offices. It is not a mandatory meeting but it may be informational if you feel like attending. I think the rest of my discussion will go along with items under tab number 8.

SEVENTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Register

B. Balance sheet and Income Statement

Mr. Hans: Item number 7 is our financial reports with the approval of the check register and the balance sheet and income statement. Is there any questions or discussion on any of those? If not a motion approving would be in order.

On MOTION by Ms. Pariseau seconded by Ms. Grubb with all in favor the check register, balance sheet and income statement were approved.

EIGHTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

A. Update on Lake Repair and Drainage Issues

B. Discussion on Yard and Sidewalk Damage Caused by Equipment

Mr. Hans: Underneath here we have some requests that are on here by the Supervisors. A is on the lake repair and drainage issues and B is discussion of yard and sidewalk damage caused by equipment. They sort of go together. Stef can probably fill us in on that item.

Mr. Mathes: Finally got the contractor more or less to take care of the two issues we have with the outflow pipes. We discovered that it wasn't a pipe separation where we thought it was. It was a pipe separation on the pipe that comes out of the control structure in the lake. So we repaired that. We actually went into the bottom, plugged up the pipe, got the water pumped, went in with concrete mud and resealed the connection between the pipe and the structure. We did not have to do anything to the pipe that was damaged three or four years ago that we had to repair. That repair was solid. It wasn't a reoccurrence of something that was fixed. We actually sent a smaller man down in the hole. He went and crawled through it and found that issue and brought it back out. So they repaired that. At the same time they found they went behind the DeSisto's house where the inflow pipe is that was also creating the same problem. At the concrete column between the concrete pipe and the metal pipe they found a hole on the top of the metal

pipe about so big. The best repair for that rather than trying to dewater it and pull that pipe out and replace it was we wrapped it, put a concrete column around it and fixed it. We will have to monitor it to make sure that it does not come back. If it comes back we may have to replace the pipe rather than just the patch. As of right now I believe that the repairs are sound. The restoration work isn't done yet. I am really not pleased with the way they left some of it and I am going to make sure the contractor continues to finish cleaning up and repairing the things that were damaged. I went and walked it again right before I came to this meeting. Sod needs to be rerolled. They need to pick up the rest of their stuff. We need to fix the ruts in some side yards. We also need to repair a broken patch in the concrete sidewalk that was broken during the installation process. The contractors are all responsible for that. We have warranties for it. He hasn't even submitted his bill to us yet for the work that was done. So he will be on notice to get it fixed up. I do have one other thing to add. While the contractor was out there with me over that weekend when we were doing the repair we did notice that the patch from the pipe that was replaced about a year ago is settling. We do not believe that it is the pipe itself. We believe that it is the compacting efforts in a couple of the lifts in certain areas. I went back and I checked the final certification that we got from them and we have densities all the way up the way we should. You only test in certain areas, you don't test every square inch so what we need to do is the contractor needs to come back. Schedule it and we are going to saw cut further the asphalt that started to push in. We know the existing asphalt we have and we put another wider longer patch back on it. Once we can pull that asphalt out and take a look at it and see if we have to a longer patch in the areas that seem to be settling. So that is a repair that is going to be undertaken sometime in the near future. So that is my update on Items A and B.

Mr. Jim Grubb: A comment on B. The Association is also going to be working on a few squares of concrete walk that we have to fix. Maybe if we can talk in the meantime we might find a way to have one contractor to come in and do it all the same day.

Mr. Mathes: That is fine. Quite frankly the contractor I have does that. It is the one that used to do it for me in here. I can get a price from him, a square footage price

from him and you can compare it to the square footage price you are getting. The only thing is Sheltra has been very busy. It was a very busy season from him. Christmas holiday a lot of emergencies came up and they were just not as responsive as I hoped they would be.

A resident: I watched them compact the street when they were working on it. They did not compact it like it should have been. They just threw the soil back in and went about three feet and started to compact it.

Mr. Mathes: I have compaction tests from them that were like in two foot lifts and then one foot lifts after.

A resident: It should have been done more than that because that was a big hole.

Mr. Mathes: It was an emergency repair. They were working in difficult conditions and I did not have, because it was over the weekend I did not have an inspector there watching them the whole time. I probably would agree that they did not compact it as well as they should have but we are going to make sure they patch.

A resident: Well is this other guy that you are speaking of, is he going to replace the sidewalk or just fix it?

Mr. Mathes: He is going to cut from joint to joint and replace. We don't just patch repairs, we replace the entire flag that is broken.

A resident: I have a question. Does the repair work that was done on Santa Margarita and Sun Valley, is it a patch? The patch is below the street.

Mr. Mathes: I went and walked it this morning because I understood that there was an issue. As far as a small patch it is not a bad patch job. They got one side that is a little bit on the high and one side is a little low. Whenever you do those small areas it is difficult to get that perfect clean finish. If it turns out that we have some issues with it getting worse and being an issue we will have them repair it. We will keep an eye on it.

A resident: Can I ask a question? What is the mission statement for the CDD? When you guys come in and do a repair, is it just fix it, that's it. It doesn't have to be brought back up to the standard that it was before?

Mr. Mathes: I would say that it should be brought back to the standard that it was before but when you are talking an asphalt patch, where do you stop the limits of the reconstruction and resurfacing. It is up to you. They can put back a lot more asphalt and you, the CDD will pay for the additional asphalt. When we did the repair down the street from there 1 ½ or 2 years ago you got a corner flip patch. My direction to them was to minimize the surface of the roadway. Make the repair to the irrigation system that has the problem and then patch it back. If you as the owners are not happy with the result then we can always have it redone but it is at a cost.

A resident: My only question is when I see the contractors coming back to look at what they have done or work that is not well done, I wonder what is the vetting for the contractors. I would like to know and I never asked the question, do you get anything in the office on work that is being appropriated by the CDD? So isn't it possible for us to have a heads up when work is going to be done by the CDD and a scope of work before the work takes. I don't really see other than you, I have never really seen anybody here looking at what the contractors are doing when they are here. You are not here all the time so are there inspectors from the CDD that are supposed to be there and inspect the work that is going on?

Mr. Mathes: When there is work being done on repairs, yes, our firm is responsible for hiring the contractor and then making sure the work is done correctly. If the work is not done correctly we make sure that it is redone. It is never good to have work redone but it is our firm's responsibility to inspect it. Sometimes emergency repairs, we just don't have somebody available at the time to be there for the inspection so we do drop bys. We also charge the CDD for every hour that we spend on the inspection so sometimes I may personally, I make a decision as to whether or not it is worth putting an inspector out there on a Saturday or day long to watch it or since it is an emergency repair tell the contractor he has to get his messaging text, he has to get them to me and then do drop bys to see how things are going rather than have somebody there full-time. We can provide full-time inspection on any job that is done. Now let me take a step back. The work on the repair from the irrigation system that was requested by the POA, we did it

at your request so you should have known that there was a scope of work coming to have that irrigation system repaired. In fact I coordinated with them and said I tried to tell you when the contractor was out there but you never gave the dates that you wanted to pick, so from a timing standpoint we can do a better job.

Ms. Pariseau: I have requested that in the past too that we get a scope of work or an outline. We get notified every time someone is in here so that we get the heads up. We have put that request in but a few of them have been emergency situations and I understand we haven't gotten that.

Mr. Mathes: When you are doing a repair it is difficult to get a precise scope of work until the problem is unearthed. These are all underground. These are all things that you don't really see where the problem is. If we knew what the problem was we could get an itemized list of the things that had to be done but like on the drainage repair I took a chance and ordered new replacement pipe for all that from him saying have it. I had a funny feeling that all my pipes were broken but they weren't. That is not what it was so all the pipe that he brought out that he was going to replace was he had to take it back. Same with the irrigation repair, we didn't know exactly what was leaking, we just know that there is a bore spot out there so we had to dig down and figure out what was leaking. A lot of these repairs are uncovered on the fly and this is what I have here to fix. I get a phone call and they send me a picture. This is what we have what do you think we ought to do? We could institute more inspection on behalf of the CDD. I have no problem doing that. I was trying to be a little on the cost conscious side for the District.

Mr. Hans: Ok. Thank you Stef. Moving on there is a discussion on fountain and the wind shut off?

C. Discussion of Fountain and Wind Shutoff

Mr. Jim Grubb: I put this together, a document of what we have done so far. It shows the work that went into it when we first did it. I felt like in the last couple of meetings it was question and answer and I couldn't get my point across as well as I could without this document. I am hoping that this is also a better way to communicate with

the CDD and the Association. Like I said this outlines that amount of work we put in and the way we decided what the centers were. We would ask that the CDD post this issue.

Mr. Zemola: Whenever I have gone by that shutoff valve and wind is coming from the northwest, I never see the little spinning thing spin. I don't think that it is working. The house or the bushes that are around it have disturbed the wind and it shuts it off. It shuts off the little spinning thing so it is never going to shut off in certain directions from the west like it is supposed to.

Mr. Jim Grubb: My observation is different from yours Al. When I see the wind from the due north the house does block it. You pointed this out to me one day. When the wind is coming from the due north the house blocks the wind and the thing doesn't turn but when it is from any other western directions I have always seen it turn, spinning freely and calibrating the way we want it to calibrate. If there is an occasion where it didn't we can do more maintenance and take another look at it. Certainly that should be the responsibility of the Association. We believe that it is put in and operating as intended.

Mr. Zemola: Can you move it in a different place where the house wouldn't effect it?

Mr. Jim Grubb: Well the instructions are to mount it about 18 inches I think it says a certain distance above the hatch so it gets the full breeze. We used that guideline that was in the manufacturers specifications. If we want to move it, I don't want to move it someplace to stand alone. It is a place where it is guarded away from school kids and other issues that it might have. I really wouldn't want to put that out into someplace that is not protected. Where we have it is attached to the box inside the caged area. It is surrounded by the bushes there.

A resident: Are any residents complaining about this issue other than you?

Mr. Zemola: The original thing was not contingent on how many people complain about it. It is just that the wind would blow the mist into the street or the sidewalk. That was our concern or onto the houses. Now a lot of people complain about it but they just

walk right through there. It only takes 20 seconds to walk through the area. They just don't complain about it. They don't make a formal complaint. I have heard a lot of people complain and then they just don't complain about it after that. They just spend their 20 seconds going through it and then they don't bother. Why should they? Leave it to somebody else to do it.

Mr. Schmitz: Is it incorrect to have one area over there that you can't shut it off for when the wind comes from that direction? You can't catch it and block it and alleviate the situation. You have to be able to detect more than one place.

Mr. Jim Grubb: This was the item that we ordered directly from the United Kingdom after searching the internet. Actually Steve found it but Steve and I both looked online and we are running the instrument the way that it is intended. We don't have a better instrument to run it but if the CDD wants to find this one we would consider it. We have spent significant money on this one and it has been covering his point. It has been zero written complaints. I really am asking the Board to say that this is a closed issue just like it is for the Association.

Mr. Zemola: Like I said before it was never contingent on how many people complain about it.

Mr. Jim Grubb: I heard you.

Mr. Zemola: Another thing is what do you have that set at? Is it 30 mph?

Mr. Jim Grubb: Yes.

Mr. Zemola: It was all agreed by the CDD to 20 mph.

Mr. Jim Grubb: I don't think that was entirely agreed too. It didn't make it into the motion and if someone complains now we at least now have a reference point. So far we have it set at 30 and we have had no complaints which we had no complaints before either but until we have complaints I don't know how you can set that. There is no scientific calculation that I know of that you can do to say how you should set this device to keep the mist from blowing into the street.

Mr. Zemola: Anybody that sits down on those benches or walks around that area will get wet. That is just an easy way of figuring it out. So why don't you have somebody sit out there at about 10 to 15 mph and if they get wet change it.

Mr. Jim Grubb: I have a request for the CDD, I hope you vote on that one way or the other.

Ms. Pariseau: I would like to move that we accept that this particular item is closed because it has been installed. It is working and then if it has to be tweaked that can be done down the road when we receive a formal complaint from anybody.

Mr. Zemola: I don't like that. I don't think that is right.

Ms. Pariseau: But it has been installed. That is what we asked them to do. It has been installed. It is set. It is working.

Mr. Zemola: It is not working. We just said that it wasn't working.

Ms. Pariseau: I think it is working.

Mr. Zemola: Go out there when the wind is coming from the northwest and you can see that little wind thing never moving.

Ms. Pariseau: But we requested particular specific directional of the winds. Those were specifically. If we have it directionally on every wind direction than the fountain will never work. It will never go on.

Mr. Zemola: We are only asking for the westerly direction and it is not working.

Mr. Jim Grubb: And I believe it is working from the northwest. It works from the northwest and the southwest. If it comes from the north than the house does block the indicator or spinner and the issue is that the fountain is out about 30 to 50 further than the house so when the wind blows north to due south the water can't come out into the street hitting those houses. It is only when it comes northwest, west and southwest.

Mr. Zemola: But it goes into those people's yards there.

Ms. Ingrid Grubb: So do our sprinklers. They go into the yards, our sidewalks and our cars.

Mr. Hans: So do you just want to clarify. You made a motion and for clarification purposes.

Ms. Pariseau: That we accept that this issue is a closed issue. It is a completed issue. If it needs to be tweaked regarding any directional that based upon a formal complaint from a resident than we can tweak it. As of the motion that we have this is complete.

Mr. Zemola: At one of the last meetings you had mentioned 20 mph. You put it out there yourself. I said 15 mph. Are we going to go with 15 or 20?

Mr. Jim Grubb: I don't think it was specified. If there are complaints we can adjust it. It is a simple matter of adjusting the box. There hasn't been any complaints. If we don't go out and look for them I don't think we will have any complaints because we didn't before. I would suggest that if we find out that there is a particular issue with one thing that one of the neighbors complains about I would listen to that complaint. Then we can see if we can make an adjustment but it would have to be someone who is affected by the spray.

Mr. Schmitz: I must have missed something. Sounds like there is certain directions where it does not pick it up correctly.

Mr. Jim Grubb: No there is certain directions it is set to on. In the information it says that if the wind blows in the north or south, or northeast, east or southeast the device is not set to turn the fountain off. It is only when the wind comes from the west, the northwest and the southwest that the device has the ability according to the setting to shut off the fountain.

Mr. Schmitz: Is there more than one device required?

Mr. Jim Grubb: There is. It is composed of a control box that works the contact for the pump. Then that goes up to an anemometer, I think that is the name, I was thinking about it before and it measures the wind speed. This cable comes down into the device and it has a little electric generator so that it can count the number of pulses that goes by. It is a very accurate device. The settings are only incremental.

Mr. Zemola: Can you put the anemometer up higher? Raise it another five feet or ten feet?

Mr. Jim Grubb: We can't. It doesn't have the legitimacy to go that high.

Mr. Zemola: What can you do to correct that so it works in all directions?

Mr. Jim Grubb: It works in the westerly direction for which it is intended now.

Mr. Schmitz: But there are certain directions it doesn't.

Mr. Jim Grubb: We didn't ask it to. That wasn't the motion and that wasn't what we are shutting at. That is not what we were asking to do.

Ms. Pariseau: We asked from specific directions. If it goes in towards the lake it is not spraying anywhere by anybody. If it is spraying inside the lake, why shut it off if it reaches a certain speed?

Mr. Hans: So we do have a motion from Ms. Pariseau that was basically saying a motion to close the issue and we will come back to this to make any tweaks needed if there are any formal complaints. Does anybody on the Board want to second that?

A resident: Can I ask a question?

Mr. Hans: Can we get a second then we will have discussion before a vote. Ingrid seconds it. So we will continue our discussion.

Mr. Jim Grubb: I would like to change that if there are complaints from affected homes.

Mr. Hans: The Board makes the motion.

Mr. Jim Grubb: That is why I suggested it.

Ms. Pariseau: I agree. I will reclassify my motion to include that.

Mr. Zemola: Can you repeat that once again?

Ms. Pariseau: That if there are any formal complaints by the affected homeowners.

Mr. Jim Grubb: The owners of the affected home. Everybody is a homeowner. The guy that lives on the other side of the lake is a homeowner so it is the owners of affected properties.

Mr. Hans: Affected property and you are seconding that motion?

Ms. Grubb: Yes.

Mr. Hans: Is there any further discussion before we take a vote? So we will vote on that motion. All in favor say aye. We have two. I didn't hear down this end. Manny did you vote?

Mr. Stroh: I am still on the fence.

Mr. Zemola: I vote no.

Mr. Hans: You all have to vote, you can't not vote. So far we have two for. Anyone else in favor? Who is opposed? Why don't we just poll the Board for their votes? Al Zemola?

Mr. Zemola: No.

Mr. Hans: Mr. Hank Schmitz.

Mr. Schmitz: No.

Mr. Hans: Ms. Debbe Pariseau.

Ms. Pariseau: Yes.

Mr. Hans: Mr. Manny Stroh

Mr. Stroh: No.

Mr. Hans: Ms. Ingrid Grubb.

Ms. Grubb: Yes.

Mr. Hans: So it is 3-2 opposed so the motion does not carry.

On MOTION by Ms. Pariseau seconded by Ms. Grubb with 2 in favor and 3 opposed, motion to close fountain and wind shutoff, motion failed.

Ms. Pariseau: So where does that leave this then?

Mr. Zemola: I think we are going to have to have more discussion on it because the fountain thing is not working.

Ms. Pariseau: It is working. You have to prove that it is not working because I have seen it work. I don't understand how you can say it is not working.

Mr. Zemola: Just go down there and sit for a while and you will find out.

Ms. Pariseau: I have Al.

Ms. Grubb: I walk every day.

Mr. Jim Grubb: What I wrote up has been within the rules that we are allowed to communicate. If there are very specific things that you want draft it to us.

Mr. Zemola: I think it was passed that the fountain was supposed to shut off and it isn't in certain directions so therefore you have to correct it somehow to make it shut off in those directions.

A resident: How many years has that fountain been up?

Mr. Zemola: I don't know. Many years.

A resident: Five years. When did you start this bit about winds?

Mr. Zemola: From when it was put up. I walked around it many times.

A resident: You were on the Board that wanted the fountain at the beginning, is that not correct?

Mr. Zemola: Pardon.

A resident: There was two of you on the Board that didn't want that fountain in the lake anyway way back when we started that project, is that correct Hank? Is this a vendetta?

Mr. Zemola: No. I don't mind the fountain being in the lake but it was supposed to be in the middle of the lake. It was never put in the middle of the lake.

A resident: Nobody said it was supposed to be in the middle.

Mr. Zemola: Every Board meeting that you were at it was supposed to be in the middle of the lake.

A resident: Not while I was on the Board and that was my project.

Mr. Hans: This isn't going to get us anywhere. We are just going back and forth. The Board is the people here. They are the ones that make the decision. The fountain is in the CDD's lake. The CDD authorized and gave the HOA permission to put the fountain in the lake. There was some contingencies on where it was supposed to go. There was talk about in the middle of the lake. We can go back to the minutes and if it was going to be closer there were some guidelines that were provided. One of them was a 20 mph wind out of the west. That was a contingency that the CDD who owns the lake and the property put on this.

Mr. Jim Grubb: There is no motion that says that.

Mr. Hans: Excuse me Jim. It is clearly in the minutes. The motion said when she talked about it, she said 20 mph because there was discussion of 15. Her motion in the discussion clearly says 20 mph. The motion block didn't include the specific miles per hour but the discussion it is in there. I sent you the minutes and you can read the minutes. The rest of the Board has those minutes so when she made the motion it said 20. The box did not include the 20. I am just bringing you back to the original permission. The Board has to decide how they want to handle that going forward whether they want to say we are going to hold everyone to the fire we said this. This has to be done or are they going to grant some leniency and it has kind of been pushed off meeting to meeting. As you can see there is no clear direction. We need to get some type of clear direction otherwise every time we come back to one of these meetings we are going to be discussing all the points. We really need the Board to outline what they need done to make a decision from the Board to give to the HOA to see if they can comply. That is the only way this gets resolved is to have some specifics and see if the Board is going to approve it. Then see if the HOA can comply. I don't know if the Board is ready today but we need the Board to come up with parameters. What do you want to do going forward and see if we get a consensus of the Board and vote on it?

Mr. Schmitz: Every time we get into discussion of this I would have to go through notes or whatever I get the impression that certain directions and certain speeds are just not handled by this thing. I think we need to be outside of an official meeting perhaps one scheduled separately to be able to analyze this more and then come up with something.

Mr. Jim Grubb: I just want to say one more thing. The Association Board is pretty clear about their position. I think the ball is in your court and I frankly I am just flabbergasted that you have something against that makes the situation better. It is already in and works and have to change something. I am just beside myself. I thought the Boards were supposed to work together. I didn't think we were supposed to nit pick and decide how many miles per hour the wind is supposed to blow in a particular

direction. We had no problems. Manny you said it best, is there any complaints? There are no complaints but the Association is waiting on the will of the CDD to identify.

Ms. Pariseau: I think a scope of work, a requirement document needs to be defined. I think Al you need to start putting that together and define what exactly you want.

Mr. Zemola: I think I did that many times already.

Ms. Pariseau: Where is that?

Mr. Zemola: It is in the minutes. Someplace it is in the minutes. What I wanted was 15 mph from the westerly direction so the mist does not hit those houses or any of that area around that cove.

A resident: What houses do they hit?

Mr. Zemola: It hits the two houses that are on either side. As a matter fact it even hits more than that.

A resident: I talked to these people over here and they said never seen the spray.

Mr. Zemola: Which houses?

A resident: The two-story home.

Mr. Zemola: I fished on that corner many times and I have gotten soaked by that thing. If they don't complain then they are never home anyhow. They own two restaurants.

A resident: That's an excuse.

Mr. Zemola: It is an excuse.

A resident: That is your excuse.

Mr. Zemola: I have been on those two points many times fishing and have gotten wet. The other areas you sit on the sidewalk you get wet. That was my parameters that it doesn't get wet and it shuts off at about 15 mph. Maybe we need more discussion on this and maybe we should table this until the next meeting as well.

Ms. Pariseau: Next meeting a final decision needs to be reached.

Mr. Zemola: That may not be the final decision but we need more discussion on this.

Mr. Hans: Is that a motion to table this to the April 3rd meeting?

Mr. Zemola: Anybody?

Ms. Pariseau: I will move to table it.

Mr. Hans: So we have a motion by Debbe to table this discussion to our next meeting.

On MOTION by Ms. Pariseau seconded by Mr. Zemola with all in favor tabling the discussion of fountain and wind shutoff to the next meeting was approved.
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D. Discussion of Sprinkler System in the Preserves

Mr. Hans: Discussion on the sprinkler system in the preserve. I am pretty sure it is in here to be removed.

Mr. Mathes: From the time that I wrote this and reorganized the priorities it changed. We expect this to be done by Saturday. So if you will make that note for me.

Mr. Zemola: I didn't hear that.

Mr. Mathes: We expect the sprinkler piping to begin in the preserve to be removed by Saturday. At the time that I wrote this we thought it would be done by today. Other things came up.

E. Discussion of Bocce Court Removal

Mr. Hans: E is the discussion on the bocce court. It is in Jim's memorandum. Basically it looks like the HOA Board wants to move forward with doing the repairs and bringing it back to its original condition or better.

Mr. Jim Grubb: Actually it has been put in twice by volunteers and neither one of them were satisfactory. We got a quote for a professional court manufacturer, somebody that does tennis courts, and clay courts and so forth to do this for us. The Board again is unanimous that this would be good and it will be used. We did not do the formal survey. We did an informal survey but again the Board is unanimous that we want to repair the bocce court where it is.

Mr. Zemola: The bocce court is on CDD property. A survey has already been made on that where it is located. It is on CDD property and I believe that we also had a motion that it is to, from the minutes of July 11, 2017, a motion by Mr. Schmitz seconded by Ms. Pariseau with all in favor authorizing to remove the bocce court with the recommendation that it goes to the HOA first and come back with residents comment was approved. Before that February 7, 2017 on a motion by Mr. Jones seconded by Ms. Pariseau, all in favor that no further maintenance will be done in the open tract #4 with the tennis courts and bocce courts until repairs are needed and the bocce court will be removed at that time. It was approved. I would think that the bocce court should be removed. I actually have pictures right now of what it looks like now. We have nails sticking out all over. We have nails and screws sticking out. People are in danger of getting hurt by that. That should go to our attorney as well.

Ms. Pariseau: The last motion on here is that we would have it removed but we wanted first the HOA to go back to the residents and get the residents to buy in and have the residents determine what needs to be done. We want it removed if the residents didn't want it anymore and wanted it removed. The residents obviously have come back and they want to fix it.

Mr. Zemola: How many residents?

Mr. Jim Grubb: It is an informal survey but 100% of the Association Board.

Mr. Zemola: 100% of what?

Mr. Jim Grubb: The Association Board.

Mr. Zemola: The Association Board is only five people ok. I have to go along with what the minutes say, what the motion is. Anybody have anything else to say about it?

Mr. Schmitz: I have never played bocce in an environment like that in my life. I have played it in Paris in the French Riviera and played it in America.

Mr. Jim Grubb: In a statement this bocce court is awful. I don't know how it got there except that two times groups of volunteers went out and did the best they could. We want to put it in professionally.

Mr. Zemola: Is it possible that you could move the bocce court to some place in the pool area?

A resident: You need a clay court with fine stone on the top. It was about six or seven of us that put that bocce back there and I don't think none of us knew exactly what we were doing.

A resident: Is there a specific reason why the CDD wants to turn that back into preserve? Is there any reason why that preserve would be more important than the owner's enjoyment of our property?

Mr. Zemola: It was a preserve. It was designated as a preserve.

A resident: I understand what you are saying Al but what I am asking you is that making that a preserve again more important than the owners and the Association enjoying the property?

Mr. Zemola: I could be corrected on this but I believe if the county inspectors come up there they will say why this is not a preserve. It was designated as a preserve. They will fine the CDD for that.

Mr. Jim Grubb: I don't think so. As far the preserve you can have paths to walk through them. The CDD has signs in front of ours that say no trespassing. However there are many preserves in the county that have paths right through the center.

A resident: I am just wondering, I am asking this question because it is how many years. It is five years since the bocce court was there. The development itself is what 15 years old. If the development is 15 years old and we have had the bocce court for the last five years and we haven't incurred any fines from the government of St. Lucie County or Florida why do we need to make a change now? If the Association is willing to spend the money to fix it and there are people in here that will enjoy it, why don't we just fix it and enjoy it.

Mr. Zemola: Well it started off because the bocce court was in a bad state. There were nails all over the place and it was not being repaired. Nobody was using it. It needs repair now.

A resident: Because it wasn't put in correctly. As I told you the bocce court has to be put almost perfectly level. When we did that we didn't know exactly what level was in that area.

Mr. Schmitz: I don't think perfectly level should be six inches or so above the ground.

A resident: We had 2 x 12 in there and four or five inches exposed, the rest underground.

Mr. Zemola: Can our counsel show them the pictures? This is a danger to everybody right now.

A resident: If we are willing to make it the way it is supposed to be then why is the CDD fighting us on that?

A resident: We didn't have enough money to do that project right at the time if you remember. So there was about ten of us that came together. A lot of it was paid out of our own pockets. We didn't use the proper soil. We didn't use the proper cinders. I bought a complete set of bocce balls in my garage and there they sit for the last four years.

Mr. Zemola: Well take a look at the pictures.

A resident: I understand that. What these people want is something is perfectly fine with them. First off put red clay. The women wouldn't play. They started to play then they didn't. Red on their hands. They would get it all over themselves. So that is what happened to it but there is still some people that would like to play that game. Just like they would play tennis. You say just because it is a preserve we don't want it.

Mr. Zemola: No not just because it was a preserve but also because it was deteriorating. Nails sticking up and screws sticking up. Right now this picture was taken about two or three days ago.

A resident: It has been that way for over a year.

Mr. Zemola: No. Maybe yes so why hasn't it been fixed?

A resident: Because people lost interest because of the way it was constructed.

Ms. Pariseau: But it is going to be constructed professionally.

Mr. Schmitz: Well I would be in favor of constructing it again but constructing it on the ground not raised up.

A resident: It is on the ground.

Mr. Schmitz: Boards around the edges standing up.

A resident: That is what you need. You need that.

Mr. Schmitz: Never played in that.

Mr. Zemola: So when will you have this fixed if you are going to fix it?

Mr. Jim Grubb: I don't think it will take very long after we decide what we want.

Mr. Zemola: I have to go along with what the CDD voted for but it has to be done. It can't be messing around with it. Right now it is in danger of somebody getting hurt and suing the HOA and the CDD.

A resident: At this point the CDD is responsible for broken sidewalks and someone can trip and fall.

Mr. Hans: Can we stay on the bocce topic? I think Al says he is in favor if the HOA came back. They talked to the homeowners. The homeowners are ok with it. So I think we are just looking for a motion from the Board to authorize the HOA to move forward. I guess we will put in there as quickly as possible to professionally rebuild the bocce court. Is that a motion that everyone agrees to?

Mr. Zemola: Should we give them a time limit and then if they don't do it by the time limit than have it removed?

Ms. Grubb: I will make the motion that the HOA move forward with getting a bocce court professionally installed, anything else with that?

Mr. Hans: I don't know what a timeframe for building one would be just as quickly as possible.

Mr. Jim Grubb: Do we want to set time limits for the CDD?

Mr. Hans: I am just saying I don't have a scope but let's not talk about a year.

Ms. Grubb: That is true. The HOA does not set time limits for the CDD so how can we do that with HOA.

Ms. Pariseau: I will second that motion as it is stated.

Mr. Hans: So the motion was to allow the HOA to professionally install a new bocce court.

On MOTION by Ms. Grubb seconded by Ms. Pariseau with all in favor authorizing the HOA to professionally install a new bocce court was approved.

Mr. Hans: Did we miss anything on our agenda? Any additional audience comments? Then if there is no additional audience comments and nothing else from Board members a motion to adjourn would be in order.

NINTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Pariseau seconded by Ms. Grubb with all in favor the meeting was adjourned.

Assistant Secretary/ Secretary

Chairman/ Vice Chairman

RESOLUTION 2018-01

A RESOLUTION OF THE PORTOFINO SHORES COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2019 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW

WHEREAS, the District Manager has prepared the proposed budget for the Fiscal Year 2019; and

WHEREAS, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes; and

WHEREAS, the Board of Supervisors desires to set the public hearing date;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PORTOFINO SHORES COMMUNITY DEVELOPMENT DISTRICT:

1. The proposed budget for Fiscal Year 2019 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: _____
Hour: _____
Place: _____

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this _____ day of _____, 2018

Chairman/Vice Chairman

Secretary/Assistant Secretary

***Proposed Budget
Fiscal Year 2019***

***Portofino Shores Community
Development District***

April 3, 2018



Portofino Shores

Community Development District

General Fund

Description	FY2018 Adopted Budget	Actual thru 2/28/2018	Projected Next 7 Months	Total Projected at 9/30/2018	FY2019 Proposed Budget
Revenues					
Maintenance Assessments	\$162,643	\$151,095	\$11,548	\$162,643	\$162,643
Misc/Interest Income	\$0	\$2,194	\$3,072	\$5,266	\$0
Interfund Transfer In	\$0	\$0	\$0	\$0	\$0
Unassigned Fund Balance	\$44,315	\$93,380	\$0	\$93,380	\$125,862
Total Revenues	\$206,958	\$246,669	\$14,620	\$261,289	\$288,504
Expenditures					
<i>Administrative</i>					
Engineering	\$15,000	\$3,175	\$6,350	\$9,525	\$15,000
Assessment Roll	\$5,600	\$5,600	\$0	\$5,600	\$5,600
Property Appraiser	\$5,100	\$5,085	\$0	\$5,085	\$5,100
Attorney	\$35,000	\$7,631	\$3,816	\$11,447	\$35,000
Annual Audit	\$3,400	\$3,500	\$0	\$3,500	\$3,400
Trustee Fees	\$4,000	\$0	\$2,700	\$2,700	\$4,000
Management Fees	\$40,875	\$17,031	\$23,844	\$40,875	\$40,875
Computer Time	\$1,000	\$417	\$583	\$1,000	\$1,000
Postage	\$1,200	\$301	\$421	\$722	\$1,200
Rentals & Leases	\$2,400	\$1,000	\$1,400	\$2,400	\$2,400
Insurance	\$6,515	\$6,042	\$0	\$6,042	\$6,646
Printing & Binding	\$865	\$69	\$250	\$319	\$865
Legal Advertising	\$1,000	\$0	\$1,000	\$1,000	\$1,000
Other Current Charges	\$1,250	\$236	\$330	\$566	\$1,250
Website Compliance	\$500	\$208	\$292	\$500	\$500
Office Supplies	\$400	\$20	\$150	\$170	\$400
Dues, Licenses	\$175	\$175	\$0	\$175	\$175
Capital Outlay	\$250	\$0	\$250	\$250	\$250
Contingencies	\$5,000	\$0	\$5,000	\$5,000	\$5,000
Administrative Expenses	\$129,529	\$50,490	\$46,386	\$96,876	\$129,660
<i>Field</i>					
Repairs & Maintenance	\$10,000	\$1,440	\$10,000	\$11,440	\$10,000
Roadway Maintenance	\$5,000	\$0	\$5,000	\$5,000	\$5,000
(1) Lake Bank Restoration Reserves	\$25,000	\$19,611	\$2,500	\$22,111	\$25,000
Field Expenses	\$40,000	\$21,051	\$17,500	\$38,551	\$40,000
Total Expenses	\$169,529	\$71,541	\$63,886	\$135,427	\$169,660
Assigned Fund Balance	\$37,429	\$175,128	(\$49,267)	\$125,862	\$118,844

(1) **Lake Bank Restoration/Reserve Funds:**

FY12	\$	12,777.00
FY13	\$	29,655.00
FY14	\$	30,055.00
FY15	\$	20,000.00
FY16	\$	20,000.00
FY17	\$	25,000.00
	\$	137,487.00

	FY2017	FY2018	FY2019
Units	519	519	519
Per Unit Assess.	\$333.38	\$333.38	\$333.38
Gross Assessments	\$173,024	\$173,024	\$173,024
Discounts (6%)	(\$10,381)	(\$10,381)	(\$10,381)
Net Assessments	\$162,643	\$162,643	\$162,643

Portofino Shores
Community Development District
GENERAL FUND BUDGET

REVENUES:

Maintenance Assessments

The District will levy a Non-Ad Valorem assessment on all the platted lots within the District to pay all of the operating expenses for the Fiscal Year in accordance with the adopted budget.

EXPENDITURES:

Administrative:

Engineering Fees

The District's engineer will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

Assessment Roll

Expenses incurred for the collection of prepaid assessments, updating the District's Tax Roll and levying the annual assessment.

Attorney

The District's legal counsel will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

Trustee

The District's Series 2013, Special Assessment Bonds are held by a Trustee with US Bank, N.A. The amount represents the fee for the administration of the District's bond issue.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services – South Florida, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Computer Time

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services – South Florida, LLC.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Portofino Shores

Community Development District

Rentals & Leases

The District will be charged \$200 per month for office rent from Governmental Management Services – South Florida, LLC for the District's administrative office located in Ft. Lauderdale.

Insurance

The District's General Liability & Public Officials Liability Insurance policy is with Preferred Governmental Insurance Trust. PGIT specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses that incurred during the year.

Website Compliance

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Capital Outlay

Represents any minor capital expenditures the District may need to make during the Fiscal Year such as a file cabinet for District files.

Field:

Repairs & Maintenance

Represents any general repairs and maintenance items to District property.

Roadway Maintenance

Represents costs associated with maintaining the paving, drainage, and sidewalks of the community roadway infrastructure.

Lake Bank Restoration

Represents costs associated with ongoing lake bank restoration to provide shoreline reconstruction and stabilization for the community's storm water lake systems.

Portofino Shores
Community Development District

Debt Service Fund
Series 2013

<u>Description</u>	<u>FY2018 Adopted Budget</u>	<u>Actual thru 2/28/2018</u>	<u>Projected Next 7 Months</u>	<u>Total Projected at 9/30/2018</u>	<u>FY2019 Proposed Budget</u>
<i>Revenues</i>					
Assessments	\$315,994	\$285,450	\$30,544	\$315,994	\$315,378
(1) Carry Forward Surplus	\$122,703	\$125,739	\$0	\$125,739	\$128,577
Interest Earnings	\$0	\$520	\$600	\$1,120	\$0
Total Revenues	\$438,697	\$411,709	\$31,144	\$442,853	\$443,955
<i>Expenditures</i>					
<i>Series 2013</i>					
Interest 11/1	\$69,644	\$69,644	\$0	\$69,644	\$66,424
Interest 5/1	\$69,644	\$0	\$69,644	\$69,644	\$66,424
Principal 5/1	\$175,000	\$0	\$175,000	\$175,000	\$185,000
Total Expenditures	\$314,288	\$69,644	\$244,644	\$314,288	\$317,848
<i>Other Revenues/(Expenses)</i>					
Interfund Transfer Out	\$0	\$7	\$5	\$12	\$0
Total Other	\$0	\$7	\$5	\$12	\$0
Excess Revenues (Expenditures)	\$124,409	\$342,072	(\$213,495)	\$128,577	\$126,107

(1) Carry Forward is Net of Reserve Requirement

Debt Service Due 11/1/19 \$63,020

	<u>FY2018</u>	<u>FY2019</u>
Units	514	512
Per Unit Assess.	\$655.29	\$655.29
Gross Assessments	\$335,508	\$335,508
Discounts (6%)	(\$20,130)	(\$20,131)
Net Assessments	\$315,378	\$315,378

Portofino Shores
Community Development District

Amortization Schedule
Series 2013

<u>DATE</u>	<u>PRINCIPAL BALANCE</u>	<u>INTEREST RATE</u>	<u>INTEREST</u>	<u>PRINCIPAL</u>	<u>TOTAL</u>	<u>ANNUAL TOTAL</u>
1-May-17	\$ 3,955,000	3.68%	\$ 72,772.00	\$ 170,000.00	\$ 242,772.00	\$ 242,772.00
1-Nov-17	\$ 3,785,000	3.68%	\$ 69,644.00	\$ -	\$ 69,644.00	
1-May-18	\$ 3,785,000	3.68%	\$ 69,644.00	\$ 175,000.00	\$ 244,644.00	\$ 314,288.00
1-Nov-18	\$ 3,610,000	3.68%	\$ 66,424.00	\$ -	\$ 66,424.00	
1-May-19	\$ 3,610,000	3.68%	\$ 66,424.00	\$ 185,000.00	\$ 251,424.00	\$ 317,848.00
1-Nov-19	\$ 3,425,000	3.68%	\$ 63,020.00	\$ -	\$ 63,020.00	
1-May-20	\$ 3,425,000	3.68%	\$ 63,020.00	\$ 190,000.00	\$ 253,020.00	\$ 316,040.00
1-Nov-20	\$ 3,235,000	3.68%	\$ 59,524.00	\$ -	\$ 59,524.00	
1-May-21	\$ 3,235,000	3.68%	\$ 59,524.00	\$ 195,000.00	\$ 254,524.00	\$ 314,048.00
1-Nov-21	\$ 3,040,000	3.68%	\$ 55,936.00	\$ -	\$ 55,936.00	
1-May-22	\$ 3,040,000	3.68%	\$ 55,936.00	\$ 205,000.00	\$ 260,936.00	\$ 316,872.00
1-Nov-22	\$ 2,835,000	3.68%	\$ 52,164.00	\$ -	\$ 52,164.00	
1-May-23	\$ 2,835,000	3.68%	\$ 52,164.00	\$ 215,000.00	\$ 267,164.00	\$ 319,328.00
1-Nov-23	\$ 2,620,000	3.68%	\$ 48,208.00	\$ -	\$ 48,208.00	
1-May-24	\$ 2,620,000	3.68%	\$ 48,208.00	\$ 220,000.00	\$ 268,208.00	\$ 316,416.00
1-Nov-24	\$ 2,400,000	3.68%	\$ 44,160.00	\$ -	\$ 44,160.00	
1-May-25	\$ 2,400,000	3.68%	\$ 44,160.00	\$ 230,000.00	\$ 274,160.00	\$ 318,320.00
1-Nov-25	\$ 2,170,000	3.68%	\$ 39,928.00	\$ -	\$ 39,928.00	
1-May-26	\$ 2,170,000	3.68%	\$ 39,928.00	\$ 240,000.00	\$ 279,928.00	\$ 319,856.00
1-Nov-26	\$ 1,930,000	3.68%	\$ 35,512.00	\$ -	\$ 35,512.00	
1-May-27	\$ 1,930,000	3.68%	\$ 35,512.00	\$ 245,000.00	\$ 280,512.00	\$ 316,024.00
1-Nov-27	\$ 1,685,000	3.68%	\$ 31,004.00	\$ -	\$ 31,004.00	
1-May-28	\$ 1,685,000	3.68%	\$ 31,004.00	\$ 255,000.00	\$ 286,004.00	\$ 317,008.00
1-Nov-28	\$ 1,430,000	3.68%	\$ 26,312.00	\$ -	\$ 26,312.00	
1-May-29	\$ 1,430,000	3.68%	\$ 26,312.00	\$ 265,000.00	\$ 291,312.00	\$ 317,624.00
1-Nov-29	\$ 1,165,000	3.68%	\$ 21,436.00	\$ -	\$ 21,436.00	
1-May-30	\$ 1,165,000	3.68%	\$ 21,436.00	\$ 275,000.00	\$ 296,436.00	\$ 317,872.00
1-Nov-30	\$ 890,000	3.68%	\$ 16,376.00	\$ -	\$ 16,376.00	
1-May-31	\$ 890,000	3.68%	\$ 16,376.00	\$ 285,000.00	\$ 301,376.00	\$ 317,752.00
1-Nov-31	\$ 605,000	3.68%	\$ 11,132.00	\$ -	\$ 11,132.00	
1-May-32	\$ 605,000	3.68%	\$ 11,132.00	\$ 295,000.00	\$ 306,132.00	\$ 317,264.00
1-Nov-32	\$ 310,000	3.68%	\$ 5,704.00	\$ -	\$ 5,704.00	
1-May-33	\$ 310,000	3.68%	\$ 5,704.00	\$ 310,000.00	\$ 315,704.00	\$ 321,408.00
Total			\$ 1,365,740.00	\$ 3,955,000.00	\$ 5,320,740.00	\$ 5,320,740.00

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE PORTOFINO SHORES COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the qualifying period for candidates for the office of Supervisor of the Portofino Shores Community Development District ("District") will commence at noon of June 18, 2018 and close at noon on June 22, 2018. As provided in Section 99.061(8), Florida Statutes, qualifying papers may be submitted beginning June 4, 2018, to be processed and filed during the qualifying period. Candidates must qualify for the office of Supervisors of the District with the St. Lucie County Supervisor of Elections, at one of the following locations (the Supervisor of Elections recommends that qualifying papers filed during the June 18-22 qualifying period be submitted to the Fort Pierce office):

St. Lucie West South County Annex
250 NE Country Club Drive
Port St. Lucie, Florida 34986-2408
Telephone: (772) 871-5410

Walton Road County Admin. Annex
1664 S.E. Walton Road
Port St. Lucie, Florida 34952
Telephone: (772) 337-5623

Orange Blossom Business Center
4132 Okeechobee Road
Fort Pierce, Florida 34947
Telephone: (772) 462-1500

All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be qualified electors of the District. A qualified elector is any person at least 18 years of age who also is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the St. Lucie County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The District has three seats up for election, specifically seats #3, seat # 4 and seat #5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 6, 2018, in the manner prescribed by law for general elections.

For additional information, please contact the St. Lucie County Supervisor of Elections.

Dated this 16th day of May, 2018.

Rich Hans, District Manager
PORTOFINO SHORES COMMUNITY
DEVELOPMENT DISTRICT

Portofino Shores
Community Development District

Check Run Summary - General Fund

April 3, 2018

Date	Check Numbers	Amount
February 28, 2018	866-871	\$ 15,987.75
March 26, 2018	872-875	\$ 50,711.85
	Total	\$ 66,699.60

*** CHECK DATES 01/30/2018 - 03/26/2018 ***

PORTOFINO SHORES - GENERAL BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/28/18	00014	1/31/18	81719	201801	310-51300-31100		ENGINNEERING SVC-01/31/18 CULPEPPER & TERPENING, INC	*	1,192.61	1,192.61	000866
2/28/18	00002	1/31/18	6-079-43	201801	310-51300-42000		DELIVERIES THRU-01/31/18 FEDEX	*	155.91	155.91	000867
2/28/18	00021	2/01/18	161	201802	310-51300-34000		MGMT FEES- FEB 18	*	3,406.25		
		2/01/18	161	201802	310-51300-35100		COMPUTER TIME- FEB 18	*	83.33		
		2/01/18	161	201802	310-51300-44000		RENT- FEB 18	*	200.00		
		2/01/18	161	201802	310-51300-49500		WEBSITE ADMIN- FEB 18	*	41.67		
		2/01/18	161	201802	310-51300-42500		COPIES- FEB 18	*	1.38		
							GOVERNMENTAL MANAGEMENT SERVICES -			3,732.63	000868
2/28/18	00017	2/01/18	16319	201802	310-51300-32200		AUDIT FYE 09/30/17 GRAU & COMPANY, P. A.	*	2,500.00	2,500.00	000869
2/28/18	00003	1/31/18	WGC-1229	201801	310-51300-31500		JAN 18 - GENERAL COUNSEL LEWIS, LONGMAN & WALKER, PA	*	870.00	870.00	000870
2/28/18	00023	2/28/18	02282018	201802	300-20700-10000		TRANSFER OF TAX RECEIPTS PORTOFINO SHORES C/O US BANK	*	7,536.60	7,536.60	000871
3/26/18	00021	3/01/18	162	201803	310-51300-34000		MAR 18 - MGMT FEES	*	3,406.25		
		3/01/18	162	201803	310-51300-35100		MAR 18 - COMPUTER TIME	*	83.33		
		3/01/18	162	201803	310-51300-44000		MAR 18 - RENT	*	200.00		
		3/01/18	162	201803	310-51300-49500		MAR 18 - WEBSITE ADMIN	*	41.67		
		3/01/18	162	201803	310-51300-42000		MAR 18 - POSTAGE	*	5.19		
		3/01/18	162	201803	310-51300-42500		MAR 18 - COPIES	*	116.50		
							GOVERNMENTAL MANAGEMENT SERVICES -			3,852.94	000872

PORS -- PORT SHORE-- PPOWERS

AP300R

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/ COMPUTER CHECK REGISTER

RUN 3/26/18

PAGE 2

*** CHECK DATES 01/30/2018 - 03/26/2018 ***

PORTOFI NO SHORES - GENERAL
BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
3/26/18	00003	3/06/18	123502	201802 310-51300-31500 FEB 18 - GENERAL COUNSEL	LEW S, LONGMAN & WALKER, PA	*	2,903.80	2,903.80	000873
3/26/18	00023	3/26/18	TAX REC	201803 300-20700-10000 TRANSFER OF TAX RECEIPTS	PORTOFI NO SHORES C/O US BANK	*	24,344.56	24,344.56	000874
3/26/18	00053	1/25/18	17-316	201801 320-53800-46000 LAKE BANK PIPE REPAIR	SHELTRA & SONS CONSTRUCTION, LLC	*	19,610.55	19,610.55	000875
TOTAL FOR BANK A							66,699.60		
TOTAL FOR REGISTER							66,699.60		

PORS -- PORT SHORE-- PPOWERS

PORTOFINO SHORES
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
February 28, 2018

	<u>Governmental Fund Types</u>			Totals
	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>(Memorandum Only) 2018</u>
<u>ASSETS:</u>				
Cash	\$157,638	---	---	\$157,638
Investments:				
State Board - Lake Bank	\$342,190	---	---	\$342,190
<i>Series 2013:</i>				
Reserve	---	\$317,567	---	\$317,567
Interest	---	\$0	---	\$0
Revenue	---	\$322,545	---	\$322,545
Prepayment	---	\$262	---	\$262
Cost of Issuance	---	---	\$8,235	\$8,235
Due from General Fund	---	\$19,054	---	\$19,054
TOTAL ASSETS	<u>\$499,828</u>	<u>\$659,428</u>	<u>\$8,235</u>	<u>\$1,167,492</u>
 <u>LIABILITIES:</u>				
Accounts Payable	\$22,514	---	---	\$22,514
Due to Debt Service	\$19,054	---	---	\$19,054
 FUND BALANCES:				
Restricted for Debt Service	---	\$659,428	---	\$659,428
Restricted for Capital Projects	---	---	\$8,235	\$8,235
Reserves	\$26,973	---	---	\$26,973
Unassigned	\$431,287	---	---	\$431,287
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	<u>\$499,828</u>	<u>\$659,428</u>	<u>\$8,235</u>	<u>\$1,167,492</u>

PORTOFINO SHORES
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures
For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED BUDGET THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
<u>REVENUES:</u>				
Maintenance Assessments	\$162,643	\$151,095	\$151,095	\$0
Interest/Misc Income	\$0	\$0	\$2,194	\$2,194
TOTAL REVENUES	\$162,643	\$151,095	\$153,289	\$2,194
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
Engineering	\$15,000	\$6,250	\$3,175	\$3,075
Assessment Roll	\$5,600	\$5,600	\$5,600	\$0
Property Appraiser	\$5,100	\$5,085	\$5,085	\$0
Attorney	\$35,000	\$14,583	\$7,631	\$6,952
Annual Audit	\$3,400	\$3,400	\$3,500	(\$100)
Trustee Fees	\$4,000	\$1,667	\$0	\$1,667
Management Fees	\$40,875	\$17,031	\$17,031	\$0
Computer Time	\$1,000	\$417	\$417	\$0
Postage	\$1,200	\$500	\$301	\$199
Printing & Binding	\$865	\$360	\$69	\$292
Rentals & Leases	\$2,400	\$1,000	\$1,000	\$0
Insurance	\$6,515	\$6,515	\$6,042	\$473
Legal Advertising	\$1,000	\$417	\$0	\$417
Other Current Charges	\$1,250	\$521	\$236	\$285
Website Compliance	\$500	\$208	\$208	(\$0)
Office Supplies	\$400	\$167	\$20	\$147
Dues, Licenses, Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$250	\$104	\$0	\$104
Contingencies	\$5,000	\$2,083	\$0	\$2,083
<u>FIELD:</u>				
Repairs & Maintenance	\$10,000	\$4,167	\$1,440	\$2,727
Roadway Maintenance	\$5,000	\$2,083	\$0	\$2,083
Lake Bank Restoration	\$25,000	\$10,417	\$19,611	(\$9,194)
TOTAL EXPENSES	\$169,530	\$82,750	\$71,541	\$11,209
<u>OTHER SOURCES/(EXPENDITURES):</u>				
Interfund Transfer In	\$0	\$0	\$0	\$0
TOTAL OTHER	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	(\$6,887)		\$81,749	
FUND BALANCE - Beginning	\$44,315		\$376,511	
FUND BALANCE - Ending	<u>\$37,428</u>		<u>\$458,260</u>	

PORTOFINO SHORES
COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

Statement of Revenues & Expenditures

For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
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REVENUES:

Tax Receipts	\$315,378	\$285,450	\$285,450	\$0
Interest Income	\$0	\$0	\$1,251	\$1,251
Prepayments	\$0	\$0	\$0	\$0

TOTAL REVENUES

	\$315,378	\$285,450	\$286,701	\$1,251
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EXPENDITURES:

Series 2013:

Interest Expense - 11/1	\$69,644	\$69,644	\$69,644	\$0
Interest Expense - 05/1	\$69,644	\$0	\$0	\$0
Special Call - 11/1	\$0	\$0	\$0	\$0
Principal Expense - 5/01	\$175,000	\$0	\$0	\$0

TOTAL EXPENDITURES

	\$314,288	\$69,644	\$69,644	\$0
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OTHER SOURCES/(EXPENDITURES):

Interfund Transfer In	\$0	\$0	\$25	(\$25)
TOTAL OTHER	\$0	\$0	\$25	(\$25)

EXCESS REVENUES (EXPENDITURES)

	\$1,090		\$217,082	
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FUND BALANCE - Beginning

	\$122,703		\$442,346	
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FUND BALANCE - Ending

	\$123,793		\$659,428	
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PORTOFINO SHORES
COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND
Statement of Revenues & Expenditures
For The Period Ending February 28, 2018

	ADOPTED BUDGET	PRORATED THRU 2/28/18	ACTUAL THRU 2/28/18	VARIANCE
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REVENUES:

Interest Income	\$0	\$0	\$25	\$25
TOTAL REVENUES	\$0	\$0	\$25	\$25

EXPENDITURES:

Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0

OTHER SOURCES/(EXPENDITURES):

Interfund Transfer In	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	\$0	(\$25)	(\$25)
TOTAL OTHER	\$0	\$0	(\$25)	(\$25)

EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
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FUND BALANCE - Beginning	\$290,053		\$8,235	
FUND BALANCE - Ending	\$290,053		\$8,235	

PORTOFINO SHORES
COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<u>Series 2013 Special Assessment Refunding Bonds</u>
Original Issue Amount:	\$4,450,000
Interest Rate:	3.68%
Maturity Date:	May 1, 2033
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	\$4,450,000
Less: 5/1/2014	(\$155,000)
5/1/2015	(\$160,000)
11/1/2015	(\$5,000)
5/1/2016	(\$165,000)
11/1/2016	(\$10,000)
5/1/2017	(\$170,000)
Current Bonds Outstanding:	<u><u>\$3,785,000</u></u>

