

**MINUTES OF MEETING  
MEDITERRA NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

A Regular Meeting of the Mediterra North Community Development District's Board of Supervisors was held on **Wednesday, October 19, 2011 at 1:30 p.m.**, at **The Renaissance Center, 28121 Palmira Blvd., Bonita Springs, Florida 34135.**

**Present and constituting a quorum were:**

Thomas H. Van Tassel	Chair
Dan Abrams (via telephone)	Vice Chair
Brian Neary	Assistant Secretary
Marc Hirsch	Assistant Secretary
Gary Kaenzig, Jr.	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Crismond	Operations Manager
Lynn Scruggs (via telephone)	District Counsel
Dave Robson (via telephone)	Johnson Engineering

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 1:45 p.m., noting, for the record, that Supervisors Van Tassel, Kaenzig, Neary and Hirsch were present, in person. Supervisor Abrams was attending via telephone.

**SECOND ORDER OF BUSINESS**

**Administrative Items**

**a. Consideration of August 17, 2011 Public Hearing and Regular Meeting Minutes**

Mr. Adams presented the August 17, 2011 Public Hearing and Regular Meeting Minutes and asked for any additions, corrections or deletions.

**On MOTION by Mr. Kaenzig and seconded by Mr. Neary,  
with all in favor, the August 17, 2011 Public Hearing and  
Regular Meeting Minutes, as presented, were approved.**

**b. Notice of Landowners' Meeting, November 2, 2011 [Seats 3, 4, 5]**

- **Election Instructions**
- **Official Ballot**
- **Landowner's Proxy**

Mr. Adams indicated that the Landowners' Meeting will take place on November 2, 2011. He advised that Seats 3, 4 and 5, currently occupied by Mr. Neary, Mr. Hirsch and Mr. Kaenzig, respectively, are up for election. The District did not qualify for general election this year.

Mr. Adams distributed the newspaper notice for the Landowners' Meeting, the ballot, proxy and lien roll. He noted that the ballot will be completed by anyone present at the meeting, for voting, and proxy votes may be obtained from homeowners or landowners by having them complete the proxy. The votes are one (1) vote per unit or acre, or portion of an acre. In answer to a question, Mr. Adams indicated that attendance is not required as long as a proxy is completed and presented at the meeting. He stated nominations will be heard by seat, followed by voting, where proxies will be accepted with ballots attached. Mr. Adams stated the preliminary results will be read into the record, comments will be heard and the meeting will be closed. Between then and the next scheduled meeting, on January 18, the votes will be certified.

Mr. Abrams asked if The Club, itself, is entitled to a vote. Mr. Adams responded affirmatively, noting that The Club owns land in Mediterra North and has the ability to vote or to proxy its votes. Mr. Abrams asked how many votes The Club is entitled to. Mr. Adams indicated they get one (1) vote per acre and the total votes are cast for each seat. He explained that if a seat fails to have any nominations and, therefore, no one is voted in as a part of the landowner election, the Board must declare the vacancy at the next meeting and the provisions of the law require the Board to appoint someone to fill the unexpired term. Mr. Adams noted that he will provide the Board Members with a summary of acreage ownership by the end of the week.

**THIRD ORDER OF BUSINESS**

**Other Business**

**a. Consideration/Acceptance of Quit Claim Deed from Long Bay Partners, LLC, and Mediterra North Community Development District**

Mr. Adams reported that a Quit Claim Deed was received from Long Bay Partners, LLC, to The CDD for a “splinter” piece of land. He explained that this was overlooked in an earlier title search sweep, where it was realized that there were small splinters of property that did not benefit the Club, which should belong to the CDD.

Mr. Adams referred the Board to a map showing the location of the property. He indicated that the Quit Claim Deed will transfer ownership and requested that the Board accept the property by motion.

**On MOTION by Mr. Van Tassel and seconded by Mr. Kaenzig, with all in favor, acceptance of the Quit Claim Deed from Long Bay Partners, LLC, was approved.**

**b. Consideration of Award of Contract: Lake and Wetland Maintenance**

Mr. Adams advised that Staff requested proposals from companies for lake and wetland maintenance. He referred to the memorandum located behind Tab 3, outlining the financial tabulation, as well as a discretionary analysis of the firms and their ability to provide the level of service required, looking at each of the companies through six (6) or seven (7) parameters.

Mr. Adams stated as Staff went through their analysis of the three companies submitting bids, they recognized that Collier Environmental is not only the high bid but they are also above the budgeted amount for the two (2) CDDs. He further noted that their experience and expertise do not match the CDDs’ requirements to meet the level of service. Mr. Adams explained that Collier Environmental is a subsidiary of the Collier Group and they are fairly new at providing this service.

Mr. Adams indicated that LakeMasters has had the Districts’ lake and wetland maintenance contract for the last eight (8) or ten (10) years. EarthBalance has historically been subcontracted to provide services for the wetlands side of the contract; however, that relationship was severed and LakeMasters absorbed the wetland work within their own company. Mr. Adams commented that LakeMasters has done a good job, as noted in the disclosure. He indicated that key personnel were hired away from EarthBalance to work under LakeMasters’ wetland division. Mr. Adams also pointed out that the number provided by LakeMasters is consistent with the current contract amount and, with LakeMasters, they know what service they will get for the price.

Mr. Adams indicated that he had some favorable experience with Aquagenix on projects that are straightforward and he looks at Mediterra as straightforward, with no unique issues, when it comes to lake maintenance. After reviewing the water quality tests, Mr. Adams advised that Mediterra is not exceeding the standard parameters for water chemistry and he feels confident that Aquagenix can handle the lake maintenance.

With regard to the wetland work, Aquagenix has historically done the wetland work within its own company, so it was all under one (1) umbrella, as LakeMasters is now doing. In this particular case, they have chosen to team up with EarthBalance. There is some benefit in that EarthBalance has been involved with Mediterra for several years and they know the project very well. The CDDs know EarthBalance and EarthBalance has done a decent job in years past.

Mr. Adams concluded that they have a known commodity, at a price consistent with what they are used to receiving and who can provide the level of service for that number. They also have a newcomer that can provide the level of service; however, in prior years, when they submitted their bids, Aquagenix was always higher than LakeMasters and he questioned if they will be able to continue to deliver the level of service expected for the price quoted.

Mr. Adams explained that Mediterra South liked the comfort level they have with LakeMasters, knowing they can meet the level of service, and they gave a price for which they know they can perform the work; however, the Board also liked Aquagenix's price. The Mediterra South Board rejected all of the proposals and authorized Staff to negotiate with LakeMasters, with a goal of securing the Aquagenix price, or a not-to-exceed amount of \$133,000. If the negotiated price cannot be reached, Mediterra South will contract with Aquagenix and authorize execution of the contract in that manner.

Mr. Adams noted that although this was a request for proposals jointly and the Districts operate through a joint budget, they are only awarding a contract for their portion of the work.

Mr. Hirsch asked if the District has the ability to go back to LakeMasters and negotiate the price. Mr. Adams indicated that they can, in this case, because the sealed bidding threshold was not exceeded. They can reject all bids, authorize Staff to negotiate and provide the parameters for negotiation. Mr. Hirsch pointed out that there was no bank or credit reference provided by Aquagenix. Mr. Adams noted that they are owned by a publicly traded company so financial information is going to be sensitive and, if it is provided, it will be done with some sort

of privacy agreement. He stated from a financial backing standpoint, Aquagenix is stable. They are owned by DeAngelo Brothers.

Mr. Neary discussed the fact that the bulk of the contract was for the wetlands and LakeMasters has previously been using EarthBalance; now, they are taking it in-house. He indicated that Aquagenix will be doing lake work in-house but keeping EarthBalance for the wetlands. Mr. Neary pointed out that Aquagenix is a large, stable, well-respected organization and, based on the information that Mr. Adams provided, he asked why they would not want to accept a savings of \$26,000. Mr. Adams reiterated the concerns with Aquagenix, noting that there may be some unique features they are not aware of in providing the proposal. He stated Mediterra South's approach was to reject the bids and direct Staff to negotiate to see if they can get the comfort with the lower price, realizing that the lower price may not be realistically achievable but adding a buffer of a not-to-exceed amount.

Mr. Hirsch asked Mr. Adams if there is any downside to having different contractors for Mediterra North and Mediterra South. Mr. Adams felt there was not. He explained that there is a bid schedule that identifies every lake and wetland. The contractors put a number in for the first and second year and they are advised to ensure that those numbers cover their costs for each lake or wetland, as the Districts reserve the right to augment the schedule; there is always a possibility that it will not be awarded together.

**On MOTION by Mr. Hirsch and seconded by Mr. Kaenzig, with all in favor, authorizing Staff to reject all bids and for the District Manager to negotiate with LakeMasters for an amount not-to-exceed \$133,000 or contract with Aquagenix, at a price of \$120,074.88, was approved.**

Mr. Abrams reported that they are still working on the refinancing and two (2) banks are actively involved. He advised Ms. Scruggs that Florida Community Bank has some legal questions to wind up their analysis and he hopes to receive their proposal in the next ten (10) days.

Mr. Adams noted that a similar update was provided at the Mediterra South CDD meeting and counsel for both Districts has indicated that there is no issue with a Board Member from each Board working together; however, it should be authorized by their respective Boards.

Mr. Adams advised that the Mediterra South Board authorized Mr. Dallas Luby to work with the Mediterra North CDD representative on potential financing options and he requested a motion to do the same for Mr. Abrams.

**On MOTION by Mr. Hirsch and seconded by Mr. Neary, with all in favor, authorizing Mr. Dan Abrams to work with the Mediterra South CDD representative on potential financing options was approved.**

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**a. Attorney**

There being no report, the next item followed.

**b. Engineer**

There being no report, the next item followed.

**c. Manager**

**i. Unaudited Financial Statements as of August 31, 2011**

Mr. Adams presented the Unaudited Financial Statements as of August 31, 2011. He indicated that they are still working on the proposals for erosion. He recalled that the Board authorized a not-to-exceed amount of \$25,000 or \$30,000 for CDD erosion repairs and to try to coordinate those same contractors to complete the residential work. Mr. Adams reported that the first round of numbers was significantly higher than expected and requested an opportunity to revisit and rework those, making sure that the contractors understand exactly what they are looking for, as well as to bring in a few other contractors for proposals.

**ii. NEXT MEETING DATES:**

- **November 2, 2011 at 1:30 P.M. (Landowners' Meeting)**
- **January 18, 2012 at 1:30 P.M.**

Mr. Adams reiterated that the Landowners' Meeting is scheduled to be held on November 2, 2011 at 1:30 p.m. He stated the Board Members that are not up for reelection may participate but are not required to be present. The next meeting will be held on January 18, 2012.

**SIXTH ORDER OF BUSINESS**

**Audience  
Requests**

**Comments/Supervisors'**

Mr. Neary reported that there was a crew out yesterday at 5:00 p.m., trying to install the aquatic plants. Mr. Adams explained that there was no cost to the District, as these are replacements for losses under warranty. The quantities will be verified by Ms. Crismond.


Mr. Adams acknowledged that the District experienced a rain event over the last two (2) days of roughly 11 inches of rain, which exceeds the design criteria for the stormwater system. The system is designed at a 25-year storm, which is 11 to 11 ½ inches over a three (3)-day period. Mr. Adams noted that the system responded very well.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business, all were in agreement with adjournment.

**On MOTION by Mr. Neary and seconded by Mr. Kaenzig,  
with all in favor, the meeting adjourned at 2:25 p.m.**

  
Secretary/Assistant Secretary

  
Chair/Vice Chair