

**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 **Thursday, October 15, 2015**, at **9:30 a.m.**, at **The Renaissance Center, 28121 Palmira Blvd., Bonita Springs, Florida 34135**.

Present were:

Frank Godshall	Chair
David Risley (<i>via telephone</i>)	Vice Chair
Thomas H. Van Tassel	Assistant Secretary
Brian Neary	Assistant Secretary
David Bocchini	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Jonathan Johnson (<i>via telephone</i>)	District Counsel
Alyssa Wilson (<i>via telephone</i>)	Hopping Green & Sams
Ken Nails	Mediterra South Chair
Greg Pick	General Manager, MCA
Robert Greenberg	Resident & MCA Board Member
Linda Bobris	Resident
Jackie Cook	Resident
Colleen Kvetko	Resident
Jerry Kumin	Resident
Rosi Gaul	Resident
Heidi Liebwein	Guest

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:31 a.m., and noted, for the record, that Supervisors Godshall, Van Tassel, Neary and Bocchini were present, in person. Supervisor Risley was attending via telephone

SECOND ORDER OF BUSINESS

Public Comments [3 minutes per person]

Ms. Linda Bobris, a resident, stated:

"Dear Members of the Mediterra CDD Board

*I ask that the Board not sign a licensing agreement with the Mediterra Community Association (MCA). Entering into an agreement with the MCA is abdication of CDD responsibilities to an organization that is **not transparent, incompetent in the execution in violation** of the prior agreement:*

1. *The MCA violated the prior agreement the CDD had with them by **culling deer after the expiration date of August 2014.***
2. *The MCA has not been transparent about their culling activity for four years including years 2014 and 2015 which resulted in negative media coverage impacting Mediterra's stature.*
3. *By culling deer in the absence of CDD authorization the MCA has demonstrated their incompetence in managing and honoring the terms of an agreement.*
4. *By culling deer without an agreement the MCA and it's assignees were trespassing on CDD owned conservation lands.*
5. *The MCA facilitated unauthorized access for a hunter on CDD owned lands thereby **exposing the hunter** and the Community to potential risk and liability.*
6. *Without notification to the community of an **armed hunter prowling** the CDDs preserves he **could be mistaken as a threat** and subject to potential adverse action by residents in addition to stress he may cause homeowners.*
7. *Due to the demonstrated incompetence of the MCA a **10 year agreement is not warranted nor advisable** and demonstrates that the CDD's abdication of responsibility over this matter.*
8. *The MCA has demonstrated they cannot properly manage within their delegation for hunting on CDD lands. **Managing an entire deer herd is beyond their expertise or capability.***
9. *The MCA through their lack of transparency has **exposed the CDD to violation of Florida's sunshine laws.***
10. *The CDD is taking on **undue risk under Florida's sunshine laws** as the actions of the MCA cannot be controlled. Issues of non-compliance may*

only be known after the fact or potentially never known at all as the MCA is not a public/open forum.

11. *The CDD cannot delegate away it's responsibility in the hope that the MCA and their assignees abide by the rules and statutes that govern the CDD. In the case of the MCA there is already a point in fact that they violated their agreement. This was only disclosed after the fact and only by investigation after Mediterra residents noted the absence of deer.*
12. *Despite the requirements to expeditiously disclose under rules of transparency the MCA did not do so for deer culling on CDD lands. Delegation from the CDD mandates that the MCA is subject to the Sunshine laws and full disclosure."*

Ms. Bobris provided the following statement from Mr. Gary Loser, a resident:

"Dear Mediterra CDD Board Members:

I ask that this Board of Supervisors not enter into a License Agreement with the Mediterra Community Association providing the MCA access to CDD lands to hunt deer. That is all the MCA wants to do -- hunt the deer -- not manage it by doing other things in addition to culling.

I ask that this Board of Supervisors take responsibility for managing the deer herd itself, instead of delegating this important responsibility to the MCA, which has no expertise in managing a deer herd.

This Board can continue to use the Wrathell Hunt firm for District Management and Wrathell Hunt can hire a company engaged in deer management for support as it is needed. Mr. Stephen Wilson of the MCA Board can provide this Board with the names of qualified deer management companies. I believe he proposed an option of working with the University of Florida, where a professor will involve students majoring in wildlife management. Involving college students in this will help make Mediterra seem a more desirable community to live in.

Many things need to be addressed to maintain a healthy deer herd in Mediterra. Just killing the deer is not the answer. There are additional ways to manage the size of the deer herd and keep it healthy. A deer management company can help do this; the MCA can't.

*The Florida Legislature in the CDD statute has essentially said that CDD Boards are the best way to manage the health and size of a deer herd on CDD lands. That is why the statute says (FYI – it is statute 190.012(1)(f)) the CDDs have authority to oversee “conservation areas, mitigation areas, and wildlife habitat, **including the maintenance of any...animal species.**”*

I ask you to please not delegate maintenance of our deer herd to the MCA. Instead pass a resolution that Wrathell Hunt and a deer management company will do what’s best for Mediterra.

Thank you, Gary Loser”

Ms. Bobris provided a list of deer survey resources, including contact information for Mr. Cory Morea, of the Florida Fish and Wildlife Conservation Commission (FWC) and The Conservancy, and non-lethal options for deer management.

Ms. Jackie Cook, a resident, was upset about not seeing deer in Mediterra and suggested that determining the size of the deer herd or how many deer the District can manage and not manually killing 50 to 60 deer.

Ms. Colleen Kvetko, a resident, pays dues and taxes and surmised that she is paying for the MCA to kill deer. She addressed the following:

- Residents received no communication from MCA on their plans to kill Mediterra’s deer
- MCA admitted that their license expired in 2014; therefore, killing the deer was illegal
- MCA is on a mission to take Mediterra’s deer, yet they do not know how large the herd is and what options are available
- MCA must use the Florida stats on Whitetail Deer

Ms. Kvetko provided the following statement from Mr. Angel Ewing, a resident:

“Dear Mediterra CDD Board Members:

*The CDD is relinquishing their responsibilities to an ill informed MCA. **I urge you not to sign this agreement.***

A 10 year access agreement to the MCA who disregarded the expired 2014 date of the last contract is wrong. Proper wildlife management entails yearly environmental studies of the size and condition of the herd and the

environment. This should be conducted and reviewed by a qualified deer biologist.

What struck me as so terribly wrong during the MCA board meeting was the statement that was made repeatedly about the 80 hours of research by an unqualified individual that was done in the two weeks preceding the meeting. The obvious question... why were these 80 hours of research done after 15 deer were killed, rather than doing this before the hunter was brought in? It seemed apparent to me that the outcome of this 80 hour analysis was pre-determined before the first hour of research had begun.

Then, my suspicion was reinforced when I continued to hear baseless statements about the risk of deer jumping through plate glass windows, the risk of automobiles hitting deer, and the risk of deer spreading disease, without producing a shred of evidence that any of these events had ever occurred in Mediterra. Finally, there was the comment that deer were only wandering into neighborhoods because their natural food source was depleted, and they were starving. With 15 deer already killed, there has certainly been ample opportunity to produce physical evidence that they exhibited signs of starvation. This was not done.

I was left to conclude that the 80 hours of research was likely spent gathering information to justify the MCA's actions, rather than spending time doing true, unbiased research."

Mr. Jerry Kumin, a resident, pointed out that the CDD has State mandated authority to provide wildlife management, under Chapter 190.012, granting the District powers to manage wildlife habitat, including maintenance of any plant or animal species and not assigning this authority to another entity. It further suggests that management should be completed after conducting a scientific study. Mr. Kumin requested a copy of testimony from wildlife management regarding the size of the herd and whether it was manageable. Mr. Godshall did not have this document. Mr. Kumin asked the following questions:

1. Where are the deer?
2. Do you care about what is going to happen to the meat and carcass of the deer if the deer is killed on CDD property? How are you going to know about it?

3. How does the MCA know when they step onto CDD property? Are there markers?
4. The word "Wildlife" is not in any MCA document, so how can the MCA be licensed to do something that they do not have the authority to do, according to their documents?

Mr. Kumin voiced his opinion that the CDD signing the agreement was a mistake, as it creates liability for the CDD; if required, deer management should be completed through the CDD.

Ms. Rosi Gaul, a resident, questioned whether the CDD Board Members lived in Mediterra. Mr. Godshall confirmed that all Board Members live in Mediterra. Ms. Gaul addressed her concerns to Mr. Adams, yesterday and reiterated them. She saw deer everywhere, over the summer; however, there were no deer as of October, with the exception of one orphan fawn at the back gate, which ran away in fear. Ms. Gaul lost faith in the MCA following the rules, since 15 deer were killed on expired time, which is illegal. In six years, no deer have run into her car, nor has she had a problem with tics. Her family loves the deer, as the deer bring tranquility and peace. Ms. Gaul pleaded with the Board to not kill the remaining deer and not allow bows and arrows and rifles. She pointed out that Mediterra is a wildlife conservation area, yet the MCA allows hunters without any agreement or resident knowledge. Ms. Gaul was astounded that the MCA chose to kill deer over replacing flowers.

Ms. Gaul read the following statement from a Michigan resident:

"I wanted to let you know that hunting season has passed. We will not stand for weapons being used in our suburban neighborhood. If any kind of bow and arrow or guns are used in the neighborhood, we will fight and we will fight until the end to not have that done."

Ms. Gaul felt safe with the gates and guards and does not want to fear bows and arrows and guns. Ms. Gaul's daughter provided the following statement:

"They teach us in school not to harm animals. We do not test products on animals. We treat animals with love and kindness. We know not to hurt animals. How can this happen in our own neighborhood."

Ms. Gaul stated:

"The people who make a small percent of the neighborhood against the deer knew that this was a wildlife sanctuary because of our affiliation with the

Audubon Society. They are ruining everything. They should not hurt the deer. There are plenty of condominiums where they can live and not worry about their flowers. ”

Ms. Gaul recalled that a realtor said she would not kill a deer for eating flowers and uses skunk urine around her property to keep her lawn lush and beautiful. Ms. Gaul requested that the Board be savvy, do research and be educated.

Mr. Robert Greenberg, a resident and member of the MCA Board, requested approval of the agreement for the following reasons:

1. The herd size is most likely beyond ecological carrying capacity. Last year, the deer herd was estimated at approximately 150 and, generally, herds increase between 20% and 40% each year, depending upon the health of the herd and available habitat. The average home range size for open habitats for adult females is approximately one square mile and two-and-a half square miles for yearlings and adult males. The preserve area within both CDDs is 278 acres.
2. Natural enemies of deer are non-existent in Mediterra.
3. Both CDDs are not staffed or equipped to coordinate a deer management program. Deer move between the two CDDs, disregard boundaries and do not know about human boundaries. Neither CDD showed an interest in undertaking a deer management program.
4. The MCA is the logical administrative and logistical entity whose sole role is to preserve, enhance and maintain the community, as a whole, without any single special interest. It is best equipped, on a daily and long-term basis, to implement a proper deer management program.
5. Neglecting to undertake sound deer management practices will lead to a malnourished and diseased herd, increase the likelihood of deer moving to populated areas in Mediterra, destruction of property, increase the risk of vehicle accidents and transmission of airborne diseases.
6. The preserve, which the CDD is legally bound to oversee, will be permanently damaged by too many foraging deer. Each adult deer consumes approximately 3% of their body weight, or four pounds of vegetation, per day. Severe overbrowsing alters plants, species,

composition, distribution and abundance and reduces undergrowth diversity, due to the inability of seedlings to re-establish themselves. Feces will ultimately contaminate CDD water features.

7. Degradation of the preserve by over population will endanger other animals that depend on the same habitat, such as fox, rabbit, opossum, armadillo and squirrel.
8. While land management practices can influence deer production, the CDDs do not perform any land management practices to influence the deer habitat.
9. The most effective and only economical practical method of deer herd management is regulated hunting. Through regulated hunting, an adequate number of animals can be removed from growing herd populations each year. This will keep the deer herd in balance with the habitat and achieve what is known as optimal carrying capacity for a stable and healthy deer population, as well as protect the habitat they live in.
10. None of the alternatives to hunting are workable, cost effective or practical. Doing nothing is simply not a solution. Contraception and sterilization poses the following problems: Cost, logistics, abate distribution, dosage and control, as well as, ingestion of the bait by non-target wildlife. Permitting by FWC, as well as Lee and Collier counties, creates delays and may not be successful. Research with respect to sterilization and contraception, revealing any such effort, anywhere in Florida, has never been approved. Trap and transfer efforts have proven to be costly, almost \$1,000 an animal. In addition, the mortality rates of relocated deer are 50% or more. Reintroducing natural predators is not an option for the obvious reasons.

Referring to concerns raised by residents, Mr. Greenberg respects their opinions but he does not appreciate how personalized the debate has become. Some are losing sight of the overall goal, which is to make Mediterra the best community in Florida, if not the country.

Mr. Greenberg stated:

"I have done nothing but spend time on this issue since it came to my attention. I was unaware that the hunt was done after the expiration of the license. The past is the past but I want to assure this CDD that if the license is executed, as we are requesting, there is going to be a well thought out reason and scientifically based deer management program. I have already interviewed some of the folks that we may consider to do the deer count and I can tell this Board, as I will tell the Mediterra South CDD Board and we will announce at the next MCA meeting, that we are going to do a deer count but I want access to your property, as well as the Mediterra South CDD, so we can do it in a holistic fashion. We need to know how big the herd is. We are going to find out what the relative health of the herd is and as for my commitment, I can only speak for myself but I intend to persuade the rest of the Board to adopt a program that will lead to an optimal carrying capacity for our deer herd, so it is healthy, reproduces and the habitat is preserved and the residents can enjoy the deer. Beyond that, I cannot make any promises."

▪ **Consideration of License Agreement By and Between Mediterra North Community Development District, Mediterra South Community Development District, Mediterra Community Association, Inc., for Deer Population Management**

*****This item, previously the Fourth Order of Business, was presented out of order.*****

Mr. Godshall presented the License Agreement for the Board's consideration.

In response to Mr. Bocchini's question, Mr. Greenberg stated that, under the statute, the Board can eliminate the deer herd but that was not the MCA's intention. Mr. Adams clarified that the number of deer must be within hunting regulations. To take the number of deer to zero, Mr. Greenberg believed that a depredation permit was necessary and using deer management to control the size of the herd, FWC rules must be followed, as indicated in the agreement. Mr. Adams recalled that the MCA filed for a depredation permit. Mr. Greenberg indicated that the MCA could not obtain an agricultural depredation permit but, assuming the herd exceeds optimal carrying capacity and a decision is made to manage by hunting, the MCA will follow FWC guidelines, until the optimal carrying capacity is reached. Mr. Greenberg stressed that the MCA will do everything right, in terms of finances and taking care of the wall and acknowledged that this was mishandled from the start, which will not happen again.

Ms. Wilson confirmed that District Counsel did not review rules or permitting, as the agreement contemplated that the MCA would handle them and abide by Florida rules and regulations. At the Board's request, Ms. Wilson can provide a full report and analysis.

Mr. Neary thanked Mr. Greenberg for his time and effort on addressing the mishandling of the deer management. Mr. Neary requested clarification if the MCA intended to do an immediate deer kill or merely participate.

Mr. Greenberg identified the following steps:

- Step 1: Assess the deer population. A proposal will be presented to the MCA Board to engage an individual to perform a deer count for both CDDs
- Step 2: Assess the health of the deer population by the fawn ratio. One fawn per doe per year is considered an unhealthy herd; more than two is healthy
- Step 3: Determine the optimal carrying capacity for the herd in this habitat, based on a closed system, golf course, limited feeding areas and resident response

Mr. Greenberg pointed out that an equal number of residents do not want deer in their yards. It is the MCA's responsibility to manage the entire process of balancing the natural habitat with the number of deer, through a fawning ratio. A deer count will be performed this year and in spring, 2016. Mr. Greenberg proposed not implementing the deer management program until the next fawning period and performing a fawning count each year.

Ms. Bobris commented that performing a deer count prior to the deer management program was exactly what residents proposed but the MCA broke the agreement. Mr. Greenberg acknowledged that the MCA broke the agreement but not the law. Ms. Bobris expressed concern that the MCA presented another agreement to both CDDs and Mr. Greenberg does not have influence over the MCA Board.

Mr. Greenberg conceded that what happened was an honest mistake and felt it was wrong to say that MCA broke the agreement.

Ms. Bobris questioned why the CDD Board should grant the agreement if the MCA did not review the existing agreement and abide by the rules. Mr. Greenberg indicated that the MCA Board did not check the expiration date and thought that it was a month later.

Mr. Adams asked if the MCA Board was willing to share their reports with both CDDs. Mr. Greenberg replied affirmatively. Mr. Greenberg reported that the final deer count report will become an official record of the MCA, which is available to the public. Mr. Godshall requested

the final deer count report. Mr. Adams noted that sharing information is beneficial to both CDDs.

Mr. Greenberg will provide the final deer count report to Mr. Adams, who will distribute to the Mediterra North and South CDD Boards.

Ms. Gaul opposed the CDD entering into the agreement with the MCA, as the MCA is not following the rules. Mr. Godshall pointed out that there are no rules, as the statute reflects that the CDD Board can eliminate the deer herd but was not required to. In response to Ms. Gaul's comment, Mr. Godshall indicated that the MCA violated the prior agreement by culling deer after the expiration date; however, it is deemed to have been an honest mistake. Ms. Gaul disagreed and continued speaking. Mr. Godshall advised that Ms. Gaul was out of order.

Mr. Kumin requested that each Board Member state why the CDD should not be responsible for the deer. Mr. Godshall noted that Mr. Kumin is not privy to this information.

Ms. Kvetko was more upset about the lack of communication with residents than the deer killing. She agreed with Mr. Greenberg's proposal and questioned why this was not done prior to the kill.

Ms. Wilson advised that District Counsel reviewed the agreement and approved proceeding with the agreement, as the required indemnification and public records language were included. Ms. Wilson suggested including language requiring the MCA to provide their reports. Mr. Godshall agreed.

Mr. Godshall attended the MCA meeting, last Wednesday, and heard the controversy. The MCA presentation on deer management was excellent; although, there were a number of opposing views. Mr. Godshall weighed both sides and believed that the MCA has the right approach.

Ms. Heidi Liebwein, a member of the public, noted that deer breeding based on competition for food and hunting works in the short term but not the long term. She recommended not planting the food that deer want to eat and changing human perception by defining the following:

- Whether there is actually a problem and, if so, whether it is a community-wide problem or restricted to certain areas
- How bad the problem is; whether there is consensus or a few individuals with issues

- If residents can plant shrubs and flowers, with the reasonable expectation of them not being destroyed

Mr. Neary was pleased with Mr. Greenberg’s comments about transparency but there were errors in the past and, in the future, the MCA should have more involvement in the community.

Mr. Van Tassel suggested including termination language in the agreement, in the event that, if the MCA fails to uphold their agreement, during the ten years that the agreement is in effect. Mr. Godshall indicated that there is a termination provision, by either party, upon ten days written notice.

Mr. Bocchini stressed that the CDD had an agreement with the MCA for the past ten years and the MCA did not abuse their privilege, on the basis that there are still a number of deer in the community. Mr. Van Tassel voiced his opinion that, what the MCA was doing for the past ten years, was effective and not out of the ordinary.

On MOTION by Mr. Risley and seconded by Mr. Neary, with all in favor, the License Agreement By and Between Mediterra North Community Development District, Mediterra South Community Development District, Mediterra Community Association, Inc., for Deer Population Management, as amended, with the MCA providing their reports and plans, was approved.

Ms. Kvetko requested that the kill scheduled for November be postponed until all reports were received. Mr. Greenberg confirmed that no kill was scheduled for November.

THIRD ORDER OF BUSINESS

**Consideration of Award of Contract:
Lake & Wetland Maintenance**

Mr. Godshall voiced disappointment with the results of the lake and wetland Request for Proposals (RFP).

Ms. Crismond noted that five contractors were contacted and three submitted proposals. The proposal submitted by the current contractor, LakeMasters Aquatic Weed Control, Inc. (LakeMasters), was 19% above their current contract, due to increased labor costs.

Regarding the increase in labor costs, Ms. Crismond explained that there is a higher level of service, due to the littoral planting program, as LakeMasters staff must manually pull weeds

versus spraying. Mr. Adams noted positive results, since the littoral planting program was initiated, two years ago.

Mr. Adams recalled that, for two contract cycles in a row, LakeMasters was approved, contingent upon negotiating a price between their bid and Aquagenix’s bid, resulting in a 10% reduction and enhancement in the scope of service requiring more manual labor, over broadcast spraying, which tremendously improved aesthetics and plant health. All three bidders were over the budgeted amount, with LakeMasters as the lowest bidder.

Mr. Neary asked if speaking with Mr. Kurth about the price was advantageous. Mr. Adams replied not in this case.

Mr. Godshall pointed out that surplus funds could be utilized for this expenditure and budgeted accordingly, for Fiscal Year 2017. Mr. Adams advised that this was a one-year contract with an optional renewal for the second year.

On MOTION by Mr. Neary and seconded by Mr. Bocchini, with all in favor, the LakeMasters proposal for lake and wetland maintenance services, in a not-to-exceed amount of \$151,140, was approved.

FOURTH ORDER OF BUSINESS

Consideration of License Agreement By and Between Mediterra North Community Development District, Mediterra South Community Development District, Mediterra Community Association, Inc., for Deer Population Management

This item was discussed after the Second Order of Business.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2016-1, Adopting the Annual Meeting Schedule for Fiscal Year 2015/2016

Mr. Godshall presented Resolution 2016-1 for the Board’s consideration.

Mr. Adams recalled the Board’s request to switch its meeting time with Mediterra South’s meeting time; Mediterra North would commence at 11:30 a.m., and Mediterra South at 1:30 p.m., due to Mediterra South meetings often adjourning after Mediterra North’s scheduled start time.

Mr. Adams considered several options and proposed the third Thursday of October, January, May and August, at 9:30 a.m.

Mr. Adams requested that the Board ratify the October meeting and approve the remaining dates, which are listed in the exhibit to Resolution 2016-1.

Mr. Godshall pointed out that Mediterra South will meet the third Wednesday to prevent any timing issues.

On MOTION by Mr. Neary and seconded by Mr. Van Tassel, with all in favor, Resolution 2016-1, Adopting the Annual Meeting Schedule for Fiscal Year 2015/2016, as amended, and authorizing Staff to advertise, accordingly, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2016-2, Amending and Restating Resolution 2001-11, Setting Forth a New Policy of the Mediterra North Community Development District Board of Supervisors With Regard to the Support and Legal Defense of the Board of Supervisors, District Officers, and District Manager and Providing for an Effective Date

Mr. Godshall presented Resolution 2016-2 for the Board’s consideration.

Ms. Wilson explained that Resolution 2016-2 revises the existing policy to provide for the following:

- Legal representation for the Board, District officers and District Manager, in accordance with Sections 111.07 and 768.28, Florida Statutes, providing for the defense of any and all civil actions, with the exception of certain cases in which the Board, District officers or the District Manager acted in bad faith, with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights
- Updates the Board’s indemnity policy to provide procedures that must be followed to ensure the provision of legal representation

- Provides for the Board, District officers and District Manager to use an attorney appointed by the Board or an attorney of their choosing and submit bills for reimbursement
- Provides procedures for rebutting the presumption for the automatic payment of judgments

At Mr. Godshall’s request, Ms. Wilson will provide a redlined version of future documents. In Resolution 2016-2, the wording changed frequently and many redlined versions were produced.

Mr. Van Tassel favored Board Members using their own attorney. Mr. Godshall asked if this could limit repayment. Mr. Van Tassel understood that the Board Member could choose their own attorney, based on the financing terms being acceptable to the Board, District Officers and the District Manager.

On MOTION by Mr. Van Tassel and seconded by Mr. Neary, with all in favor, Resolution 2016-2, Amending and Restating Resolution 2001-11, Setting Forth a New Policy of the Mediterra North Community Development District Board of Supervisors With Regard to the Support and Legal Defense of the Board of Supervisors, District Officers, and District Manager and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Approval of August 19, 2015 Public Hearing and Regular Meeting Minutes

Mr. Godshall presented the August 19, 2015 Public Hearing and Regular Meeting Minutes and asked for any additions, deletions or corrections.

Mr. Godshall referred to Lines 103 through 109, recalling a typographical error with the “Villa A” assessment. Mr. Adams confirmed with Ms. Alice Carlson that the information was correct.

Mr. Godshall called attention to Line 414 and the discussion of the anonymous letter from the “concerned conservationalist”. Mr. Godshall and Mr. Adams met with the Terrazza Lane residents, cited in the letter, which included Ms. Kvetko. Mr. Adams will discuss under the District Manager report.

On MOTION by Mr. Neary and seconded by Mr. Bocchini, with all in favor, the August 19, 2015 Public Hearing and Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel

There being nothing additional to report, the next item followed.

B. District Engineer

There being no report, the next item followed.

C. District Manager

i. Approval of Unaudited Financial Statements as of August 31, 2015

Mr. Adams presented the Unaudited Financial Statements as of August 31, 2015. He noted that all expenditures will be at or slightly under budget, despite unanticipated expenses, including the spikerush reduction project.

Mr. Godshall referred to Page 3, noting significant increases in “Legal”, “Engineering” and “Electricity” and asked if “Electricity” increased, due to the additional lake aeration. Mr. Adams replied affirmatively; this was addressed in the Fiscal Year 2016 budget. Regarding “Engineering”, Mr. Adams indicated that the escalation was due to the improper disposal of the material from The Club; however, offsetting income was received in September, which will be placed under miscellaneous income for the conservation area restoration program. Mr. Adams explained that the escalation of “Legal” expenses was due to consultation with District Counsel and preparation of documentation.

Mr. Neary recalled that, during the MCA discussion, Ms. Wilson was asked to prepare a study. Mr. Adams pointed out that the study was not necessary, since the Board approved the license agreement.

Regarding the conservation area impacts in the Terrazza neighborhood, Mr. Adams explained that the “concerned conservationalist” thought that four property owners impacted the conservation easement behind their property. Upon closer investigation, Mr. Adams and Mr. Nychyk determined that two property owners impacted Conservation Area #21; the property at

the southernmost address slightly impacted the conservation area but the property slightly north had a larger impact. The remaining two properties did not impact the conservation area, as the plants were native and fit the palate of the South Florida Water Management District (SFWMD). Staff proceeded with restoration of Conservation Area #21, as presented, and recommended by Mr. Nychyk, including installation of 112 native herbaceous or ground cover species and mulch, after spraying the floratum sod. Mr. Adams met with the two affected property owners to discuss the plan, as the property owners expressed doubts. Restoration was completed within a two-week period and turned out well. The property owners were told to contact Mr. Adams with any concerns but no complaints were received. Mr. Godshall had not heard from the property owners.

Mr. Godshall pointed out that the District would not have known about the situation, if the “concerned conservationalist” had not contacted Staff and, although there was no damage, the District took action.

Mr. Adams surmised that the encroachment into the conservation area started when the sod and irrigation was initially installed by the builder and was not a malicious act by residents, as this builder apparently had a tendency of completing installations without following property lines. Mr. Adams informed the property owners that the mulching was a one-time occurrence to allow the plant materials to thrive in their natural state.

Regarding the larger conservation area impact issue occurring earlier in the year with The Club at Mediterra, Inc. (The Club), Mr. Adams recalled that a restoration plan was submitted to SFWMD and, after restoration, SFWMD performed an inspection and approved the work. SFWMD provided proposed settlement language, three months ago, which included the intention to levy a civil fine and penalty in the amount of \$11,000, which was not anticipated. The fine will not be imposed until a consent agreement is entered into, which is the formal approval of the restoration process. Mr. Adams had not, to date, received the agreement, which Mr. Robson thought was odd because it usually does not take that long for the SFWMD to respond. Mr. Adams had another restoration plan with another CDD where SFWMD was unresponsive. As of a week ago, Mr. Adams was advised that SFWMD had no intention of requiring the District to undergo the five-year annual monitoring and suspected that SFWMD was taking this route with The Club encroachment and suggested that the District not do anything further, until the next required monitoring event in 2016.

Mr. Adams pointed out that SFWMD was impressed with the District’s rapid response preparing a restoration plan and initiating it during the rainy season, to ensure higher success rates. Mr. Adams predicted that SFWMD will view the District as a governmental entity that will continue to follow through in good faith. It was noted that the fines and penalties will be borne by The Club.

Ms. Crismond reported that the littoral plant project to add color was completed. The canna lily hard cut, to 6” to 8”, will occur between Thanksgiving and Christmas.

Ms. Crismond reported that the golf course lake bank erosion repairs project was delayed because of high water levels but Mr. Tim Hiers, the new golf course Superintendent, will commence with the lake bank repairs, as soon as the water recedes.

TENTH ORDER OF BUSINESS

Supervisors’ Requests

Mr. Godshall referred to a six-page inventory of the lakes provided by Ms. Crismond and asked why some lakes were identified as “(a) lake”. Ms. Crismond advised that those lakes have aeration. Mr. Godshall pointed out that three or four lakes do not have aeration and asked when aeration will be installed. Ms. Crismond reported that the next phase of aeration was not scheduled. Mr. Godshall understood that the Mediterra North ponds need more work than Mediterra South’s ponds. Ms. Crismond concurred and recommended completing the Mediterra North ponds before proceeding with the Mediterra South ponds.

Mr. Van Tassel asked what will happen if Mediterra South does not approve the license agreement. Mr. Adams indicated that the MCA can only manage the deer population in Mediterra North, which may prove difficult, as deer migrate. Mr. Godshall doubted that Mediterra South would not approve the agreement. Mr. Adams commented that Mr. Greenberg’s presentation and plan was extremely comforting and their commitment going forward for transparency will go a long way with residents.

In response to a Board Member’s question, Mr. Adams stated that the results of the deer count performed two years ago was released in general conversation; there was no formal report. Mr. Adams felt that everyone learned from last year’s mistakes and the MCA did a good job of listening to residents’ concerns by changing their approach, as this was a much better plan. Mr. Adams voiced his opinion that the MCA is the better entity for handling this matter, as they are onsite 24/7 and have a better feel for residents’ needs, versus the District, which is primarily

responsible for stormwater management maintenance. Mr. Godshall agreed and expected that most residents agree.

Mr. Godshall attended the last MCA meeting and, after the presentation, was convinced that the MCA was headed in the right direction. He felt that residents' comments at this meeting were "emotional".

Mr. Risley pointed out that residents had no rational reason to counter Mr. Greenberg's presentation; their emotion was for deer but the Board must deal with this objectively, by recognizing the facts and ensuring that the deer are maintained to retain a stable healthy herd, which is the objective. Mr. Godshall agreed.

Mr. Risley encouraged the Supervisors to attend the Mediterra South meeting, next week. Mr. Adams advised against attending Mediterra South's meeting, as it was not advertised as a joint meeting and would constitute a Sunshine Law violation. Mr. Adams recommended that Mr. Greenberg attend and make the same presentation and suggested that the Board delegate the Chair or Mr. Risley to speak on behalf of the Mediterra North Board.

Mr. Godshall will inform Mr. Adams if he can attend.

ELEVENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

TWELFTH ORDER OF BUSINESS

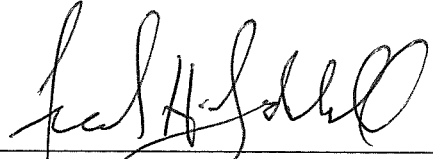
Adjournment

There being no further business to discuss, the meeting adjourned.

**On MOTION by Mr. Neary and seconded by Mr. Bocchini,
with all in favor, the meeting adjourned at approximately
11:15 a.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair