

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

**REGULAR MEETING
AGENDA**

October 21, 2015



MEMORANDUM

Date: October 15, 2015
To: Mediterra North & South Board of Supervisors
From: Cleo Crismond – Operations Manager
Subject: Consideration of Award of Contract – Lake & Wetland Maintenance
Cc: File

Your current lake and wetland management contract is set to expire 10/31/15. Staff has recently put out a request for sealed bids for this service. The bid was advertised in the Fort Myers News Press as well as the Naples Daily News, as required by statute. Three companies attended the mandatory pre-bid meeting and were provided bid packages, with all three submitting bids. The financial tabulation is as follows:

<u>Company:</u>	<u>1st Year Price:</u>	<u>2nd Year Price:</u>
• Lake Masters	\$151,140.00	\$151,140.00
• Aquagenix	\$154,069.00	\$154,069.00
• Lake & Wetland	\$183,006.84	\$183,006.84

Out of the three contractors listed, Aquagenix and Lake Masters are deemed to be the most responsive and responsible bidders for this contract. Lake Masters has submitted their proposal with an approximate 19% increase to the current contract.

Lake&Wetland Management failed to submit references, equipment list, licenses, Subcontractor information, employee list or bank references.

Both Aquagenix as well as Lake Masters maintain a significant presence throughout the state, as well as locally, for lake and wetland maintenance. They have been in this industry for numerous years and have the stability, knowledge and resources to perform the scope of services under the District's contract.



Wrathell, Hunt and Associates, LLC

Aquagenix has indicated they intend to utilize EarthBalance as their wetland subcontractor; however, they did not include their address, nor submit evidence that EarthBalance holds all valid and necessary state, county, and local licenses or certificates of competency covering all proposed operations EarthBalance will be responsible for. Note that Management has worked with EarthBalance on numerous projects, including Mediterra, and are aware that they do in fact have all the necessary credentials required under this contract.

For the past 13 years, Lake Masters has been maintaining your lakes with minimal concerns.

The current year contract price is \$127,248.00 Your 2015/16 combined budget appropriated \$140,000 for this service.

The District Reserves the right to accept or reject any and all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the Districts.

**Mediterra North and South Community Development Districts
Bid Analysis - October 2015**

<u>Company Name:</u>	<u>Qualifying Description:</u> (Section 3.07)	<u>Comments:</u>
Aquagenix	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i.) Proof of Place of Business ii.) Adequate Resources iii.) Suitable Financial Backing iv.) References of Similar size Scope v.) Licenses, Cert. vi.) Subcontractor Qualifications	Yes - Bid Bond Yes Not Submitted Yes - Fort Myers (Lee County Business License submitted). Yes - Equipment List Provided No Banking or Credit References Provided Yes - Gateway, Pelican Preserve, Naples Country Club, The Quarry Yes Not Submitted - indicate they will be utilizing Earthbalance for wetland maintenance
Lake Masters	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i.) Proof of Place of Business ii.) Adequate Resources iii.) Suitable Financial Backing iv.) References of Similar size Scope v.) Licenses, Cert. vi.) Subcontractor Qualifications	Yes - Cashier's Check Yes N/A (No Subs) Yes Yes - Equipment List Provided Yes - Banking & Credit References Provided Yes - Brooks, Fiddlers Creek Yes See #3
Lake & Wetland Management	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i.) Proof of Place of Business ii.) Adequate Resources iii.) Suitable Financial Backing iv.) References of Similar size Scope v.) Licenses, Cert. vi.) Subcontractor Qualifications	Yes - Official Check Yes N/A - Not provided No No - Equipment List not Provided No Banking and credit references provided No No See #3

FINANCIAL SUMMARY

<u>Contractor:</u>	<u>1st Year:</u>	<u>2nd Year:</u>
Aquagenix	\$154,069.00	\$154,069.00
Lake Masters	\$151,140.00	\$151,140.00
Lake & Wetland Management	\$183,006.84	\$183,006.84

Additional Comments:

**LICENSE AGREEMENT BY AND BETWEEN
MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT, MEDITERRA
SOUTH COMMUNITY DEVELOPMENT DISTRICT, MEDITERRA COMMUNITY
ASSOCIATION, INC.**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ____ day of October, 2015, by and between:

Mediterra North Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Lee County, Florida, whose mailing address is 2300 Glades Road, suite 410W; Boca Raton, FL 33431; and

Mediterra South Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Collier County, Florida, whose mailing address is 2300 Glades Road, suite 410W; Boca Raton, FL 33431 (collectively with Mediterra North Community Development District, the “Districts”); and

Mediterra Community Association, Inc., a Florida non-profit corporation, whose address is 15735 Corso Mediterra Circle, Naples, Florida 34110 (“MCA”) (and collectively with the Districts, the “Parties”).

RECITALS

WHEREAS, the Districts, pursuant to Chapter 190, Florida Statutes, own and operate certain facilities in accordance with the Districts’ adopted Improvement Plans (“District Property”); and

WHEREAS, in order to control overpopulation of deer in the vicinity of the property managed by the MCA, the MCA desires to periodically enter the District Property pursuant to, and in full conformity with regulations promulgated by the Florida Fish and Wildlife Conservation Commission, Collier and or Lee Counties, as the case may be, and other agencies of the State of Florida for the purpose of taking deer so as to maintain the size of the deer population located within the Districts’ Property to the extent practical to preserve a healthy herd for the benefit of the residents of the MCA, reduce the likelihood of animal to human disease transmission, the destruction of MCA and or resident property and of animal automobile collisions; and

WHEREAS, the MCA intends to retain the services of one (or more different, but only one at a time) licensed hunter (the “MCA Contractor”), to perform the deer taking exercises pursuant to this Agreement; and

WHEREAS, the Districts have agreed to grant the MCA a non-exclusive license for the access and use of the District Property for takings of deer on the District Property; and

WHEREAS, the Districts and the MCA desire to set forth the terms of their mutual agreement regarding the taking of deer on District Property,

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree that the MCA is hereby authorized and licensed by the Districts to access the District Property and conduct activities necessary for the taking of deer in accordance with the following covenants and conditions (the "License"), which the Parties agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. SCOPE OF LICENSE. The rights, duties, and responsibilities of the MCA under this License are as specified by this Agreement.

A. This License is non-exclusive. The Districts may, at their discretion, license other activity in or around the District Property to the extent authorized by law and desired or determined necessary by the Districts. The Districts shall maintain the right to access and conduct any activities whatsoever, including in, on, under, or around the District Property, as necessary to accomplish obligations or interests under any permit, license, or requirement of law with regard to the District Property.

B. This License shall be restricted to the access and activities necessary for deer taking exercises as specified in sections 3-4 of this Agreement.

3. ACCESS. The Districts hereby grant the MCA (including any 1 MCA Contractor pursuant to a joinder Agreement hereinafter described) the limited right to access the District Property identified in **Exhibit A** to conduct the activities authorized herein in order to effectuate the taking of deer pursuant to the permit obtained in accordance with paragraph 13.

4. DEER TAKING EXERCISE. Taking of deer on District Property shall be exercised in strict accordance with the conditions herein:

A. Hunting during the deer taking exercises shall be conducted by the designated MCA Contractor only pursuant to a joinder Agreement hereinafter described. No other agent or employee of the MCA or subcontractor of the MCA Contractor shall be permitted to conduct hunting for deer taking exercises on District Property unless authorized in writing by the Districts.

B. Deer taking exercises shall include: monitoring and observation of deer population and movement; identification of isolated locations on District Property for conducting certain deer taking exercises; setup of temporary materials or equipment necessary for deer taking exercises; hunting of

deer populations by use of bow and arrow or crossbow; and removal of deer and other materials as necessary to return the District Property to its original condition prior to the deer taking exercises. No firearms shall be used in the deer taking exercises allowed on District property under this License.

- C. The MCA and MCA Contractor shall use all due care to minimize visibility of the deer taking exercises to residents and visitors in the Districts. The MCA and MCA Contractor shall at all times use all due care to foresee and minimize risk of property damage or injury to persons while conducting deer taking exercises on District Property.
- D. The MCA and MCA Contractor shall not cut or damage trees, crops, roads, dwellings, fences, buildings, or other personal property when accessing or conducting deer taking exercises on the District Property. The MCA and MCA Contractor shall make no additional entrances onto the District Property other than those already in existence without the prior approval of the Districts.

5. COORDINATION WITH THE DISTRICTS. The Districts shall designate in writing a person to act as the Districts' representative with respect to the activities authorized to be conducted under this License. The Districts' representative shall have complete authority to transmit instructions, receive information, interpret and define the Districts' policies and decisions with respect to District Property pertinent to the deer taking exercises.

- A. The Districts hereby designate the Districts' Manager to act as the Districts' representative.
- B. The MCA shall provide the Districts' representative with notice at least twenty-four (24) hours in advance of the MCA Contractor conducting any deer taking exercise on District Property during the Term of the License. The MCA acknowledges that advance notice of the deer taking exercises is a material condition of this License and that proper notice is imperative to allow the District to make or modify arrangements with other persons to the extent unrelated access or activities on District Property may conflict with the activities anticipated under this License.

6. TERM. The License granted herein shall operate upon execution of this Agreement by all Parties and shall expire on January 31, 2025, unless terminated sooner by any of the Parties in accordance with the provisions of this Agreement.

- A. Within the Term of the License, the MCA shall be authorized to conduct only those deer taking exercises allowed by law, and such activities shall be conducted within the Term only when appropriate during the applicable legal hunting seasons.

7. INSURANCE.

A. The MCA shall maintain throughout the term of this Agreement the following insurance:

(1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.

(2) Commercial General Liability Insurance covering the legal liability of the MCA for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:

(i) Independent Contractors Coverage for bodily injury and property damage in connection with the MCA Contractor's operations and activities.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the MCA or MCA Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The Districts and the Districts' staff, consultants, agents and supervisors shall be named as an additional insured and certificate holders. The MCA shall furnish the Districts with the Certificate of Insurance evidencing compliance with this requirement by the MCA. No certificate shall be acceptable to the Districts unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Districts. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

B. If the MCA fails to have secured and maintained the required insurance, the Districts have the right (without any obligation to do so, however), to secure such required insurance in which event, the MCA shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Districts' obtaining the required insurance.

8. INDEMNIFICATION.

- A. The MCA and MCA Contractor acknowledge that this License authorizes access to District Property that exists in "as is" condition and further understand that hunting is an inherently hazardous activity. There may be hidden hazards such as holes, fence wire, snakes, wells, swamps, unauthorized careless persons, or other risks that may cause injury or death. The MCA and MCA Contractor waive the Districts from any and all liability associated with the MCA Contractor's access, occupation, or use of the District Property. The MCA Contractor assumes all risks associated with the access, occupation, or use of the District Property as its own responsibility. The Districts hereby disclaim all representations as to any and all hazardous condition(s) of the District Property subject to this License.

- C. The MCA agrees to defend, indemnify, and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, or property damage of any nature, arising out of, or in connection with: (i) the work performed by the MCA or the MCA Contractor in the deer taking exercises; and (ii) the use of the District Property for any purpose by the MCA Contractor and the MCA, its employees, members, guests, agents, successors, assigns, tenants, subtenants, or their respective employees, contractors or agents under this License.

- D. The MCA and the MCA Contractor agree that nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in section 768.28, Florida Statutes, or other statute.

- E. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The MCA shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. The MCA agree to abide by all laws, rules, covenants and regulations governing the District Property and all game laws and regulations established by the State of Florida, or any other governing entity with authority to establish and enforce such laws and regulations. The MCA or the MCA Contractor's failure to abide by such laws and regulations is justification for the Districts to terminate this License. Moreover, the MCA acknowledges that it is the MCA's responsibility to confirm that hunting on the District Property is not in violation of any laws, rules, covenants and regulations and hereby agree to indemnify, defend and hold harmless the Districts, and the Districts' agents and representatives, from and against any loss, damage, injury, claim, demand, cost and expense (including legal expense) arising from the

MCA Contractor's use of the Property in violation of any law, rule, covenant or regulation prohibiting such use.

10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Districts shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the Districts in refraining from so doing; and further, that the failure of the Districts at any time or times to strictly enforce the Districts' rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

11. SUCCESSORS. This License shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

12. TERMINATION. Any Party to this Agreement may terminate the Agreement with or without cause by providing ten (10) days written notice of termination to the other Parties to the Agreement. At the Districts' sole discretion, the Districts may terminate this Agreement effective immediately should emergency conditions or safety concerns compel revocation or modification of the License granted herein.

13. PERMITS AND LICENSES. All permits or licenses necessary for the MCA (or the MCA Contractor) to perform deer taking exercises on District Property under this Agreement shall be obtained and paid for by the MCA or the MCA Contractor, as may be required by applicable state or local law or regulation.

14. FURTHER ASSURANCES. Upon the written request of any Party hereto, the requested party shall execute and deliver all documents and take all action reasonably necessary to carry out the purposes and terms and provisions of this Agreement.

15. STATUS OF PARTICULAR PARTIES. In all matters relating to this Agreement, the MCA, any of its employees, or the MCA Contractor, shall not constitute employees of the Districts under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The MCA shall not have any authority to assume or create any obligation, express or implied, on behalf of the Districts, and the MCA shall have no authority to represent the Districts as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

16. ENFORCEMENT OF AGREEMENT. In the event that the Districts or the MCA is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

17. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the Districts: Mediterra North Community Development District
Mediterra South Community Development District
2300 Glades Road
Suite 410W; Boca Raton, FL 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Jonathan Johnson

B. If to the MCA: Mediterra Community Association, Inc.
15735 Corso Mediterra Circle
Naples, Florida 34110
Attn: Community Manager

With a copy to: Knott, Ebelini, Hart
1625 Hendry Street, Suite 301
Fort Myers, Florida 33901
Attn: Thomas B. Hart, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Party each represents. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties. No right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and

conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

19. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

20. EFFECTIVE DATE. This Agreement shall be effective upon execution, and shall remain in effect for the Term specified in section 6 unless and until terminated by any Party in accordance with the provisions of this Agreement.

21. PUBLIC RECORDS. The MCA understands and agrees that all documents of any kind provided to the Districts in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law. Pursuant to Section 119.07(1)(a), Florida Statutes, MCA shall permit such records provided to the Districts in connection with this Agreement to be inspected and copied by any person desiring to do so. Failure of MCA to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

23. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any Party.

24. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

25. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties to this Agreement.

26. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and Parties have full power and authority to comply with the terms and provisions of this instrument.

27. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

29. MCA CONTRACTOR TO EXECUTE JOINDER DOCUMENT. Prior to each deer taking exercise to be conducted by the MCA during the term of this Agreement, the MCA shall cause the MCA Contractor who will perform the deer taking to execute a document binding him or her to the conditions of this Agreement. Such joinder document shall acknowledge that the MCA Contractor has read, understands, and agrees to the terms and conditions of this Agreement relating to the performance of deer taking activities on the Districts' Property. A copy of this Agreement shall be attached to each joinder document and shall be initialed by the MCA Contractor. A copy of each joinder document shall be provided to the Districts' Manager; electronic delivery shall be sufficient for this purpose.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

ATTEST:

**MEDITERRA NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**MEDITERRA SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**MEDITERRA COMMUNITY ASSOCIATION,
INC., a Florida non-profit corporation**

By: _____

By: _____

Its: _____

EXHIBIT A: AUTHORIZED LICENSE AREA FOR DEER CONTROL EXERCISES

EXHIBIT A
DISTRICT PROPERTY
AUTHORIZED LICENSE AREA FOR DEER CONTROL EXERCISES

1 **MINUTES OF MEETING**
2 **MEDITERRA SOUTH**
3 **COMMUNITY DEVELOPMENT DISTRICT**
4

5 A Public Hearing and Regular Meeting of the Mediterra South Community Development
6 District's Board of Supervisors was held on **Wednesday, September 2, 2015 at 11:30 a.m.**, at
7 **The Club at Mediterra, 15755 Corso Mediterra Circle, Naples, Florida 34110.**
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9 **Present and constituting a quorum were:**

10 Ken Nails	Chair
11 Bill Rowe	Vice Chair
12 Ken Tarr (<i>via telephone</i>)	Assistant Secretary
13 Mike Bishko (<i>via telephone</i>)	Assistant Secretary
14 Dallas Luby	Assistant Secretary

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17 **Also present were:**

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19 Chuck Adams	District Manager	DRAFT
20 Craig Wrathell	Wrathell, Hunt and Associates, LLC	
21 Cleo Crismond	Assistant Regional Manager	
22 Dave Robson	District Engineer	
23 Jonathan Johnson (<i>via telephone</i>)	District Counsel	
24 Alyssa Cameron	Hopping Green & Sams	
25 Greg Pick	MCA General Manager	
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28 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

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30 Mr. Nails called the meeting to order at 11:35 a.m., and noted, for the record, that
31 Supervisors Nails, Rowe and Luby were present, in person. Supervisors Tarr and Bishko were
32 attending via telephone.
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34 **SECOND ORDER OF BUSINESS**

Public Comments [3 minutes per person]

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36 There being no public comments, the next item followed.
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38 **THIRD ORDER OF BUSINESS**

39 **Consideration of Resolution 2015-5,**
40 **Amending Resolution 2015-4,**
41 **Rescheduling and Resetting the Date,**
42 **Time and Place of the Public Hearing for**
43 **Consideration of the Budget and Non-Ad**
44 **Valorem Assessments for Fiscal Year**
45 **2016**

46 Mr. Nails presented Resolution 2015-5 for the Board’s consideration.
47

48 **On MOTION by Mr. Luby and seconded by Mr. Row, with all**
49 **in favor, Resolution 2015-5, Amending Resolution 2015-4,**
50 **Rescheduling and Resetting the Date, Time and Place of the**
51 **Public Hearing for Consideration of the Budget and Non-Ad**
52 **Valorem Assessments for Fiscal Year 2016, was adopted.**

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55 **FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Adoption of the
District’s Final Budget for Fiscal Year
2015/2016, Pursuant to Florida Law

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60 ******Mr. Nails opened the Public Hearing.******

61 **A. Affidavit/Proof of Publication**

62 This item was included for informational purposes.

63 **B. Consideration of Resolution 2015-6, Relating to the Annual Appropriations and**
64 **Adopting the Budget for the Fiscal Year Beginning October 1, 2015, and Ending**
65 **September 30, 2016; Authorizing Budget Amendments; and Providing an Effective**
66 **Date**

67 No members of the public spoke.

68 Mr. Tarr asked if, at least 60 days prior to adoption of the proposed Fiscal Year 2016
69 budget, the District filed a copy of the proposed Fiscal Year 2016 budget with the local
70 governing authority, Collier County. Mr. Adams replied affirmatively. Mr. Tarr stated that he
71 checked the Collier County website this morning and, while it contained the final Fiscal Year
72 2015 budget, the proposed Fiscal Year 2016 budget was not posted on the Collier County
73 website, and questioned if Collier County is required to post proposed budgets on its website.
74 Mr. Adams reiterated that the proposed Fiscal Year 2016 budget was sent to Collier County and
75 it was also posted on the District’s website.

76 Mr. Tarr noted the \$8,660 “Insurance” line item, on Page 7, which was unchanged from
 77 Fiscal Year 2015, yet, later in the meeting, the Board will discuss Directors and Officers (D&O)
 78 liability coverage. Mr. Adams confirmed that the proposed Fiscal Year 2016 budget assumes no
 79 change in the D&O coverage; however, the District has sufficient funds within its budget and
 80 surplus balance to cover the additional cost, should the Board elect to increase coverage limits.
 81 Mr. Tarr asked for an explanation of the \$253,465 “Fund balance – ending (projected)” amount,
 82 on Page 8. Mr. Adams indicated that, generally, the District should maintain a minimum “Fund
 83 balance - ending (projected)” of 25% to 35% of its annual budget to cover expenses from
 84 October through mid-December, as well as to cover unforeseen expenses, as assessment
 85 revenues do not begin arriving until mid-December. Mr. Tarr pointed out that the coupon rates
 86 on the Amortization Schedule, on Page 16, were incorrect; the correct rates were listed in the
 87 Unaudited Financial Statements as of July 31, 2015. Mr. Adams concurred and indicated that the
 88 budget could be adopted, as amended, with that correction.

89 At a future meeting, Mr. Tarr wanted an explanation of the other coupon and bond
 90 schedules that are in the monthly Unaudited Financial Statements.

91 Mr. Nails presented Resolution 2015-6 for the Board’s consideration.
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On MOTION by Mr. Luby and seconded by Mr. Rowe, with all in favor, Resolution 2015-6, Relating to the Annual Appropriations and Adopting the Budget, as amended, for the Fiscal Year Beginning October 1, 2015, and Ending September 30, 2016; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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 101 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2015-7, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2015/2016; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

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 111 Mr. Nails presented Resolution 2015-7 for the Board’s consideration.

112 Mr. Tarr recalled a question from the Mediterra North CDD meeting about a possibly
113 incorrect neighborhood assessment and asked if the issue was resolved. Mr. Adam replied
114 affirmatively; the amount contained in the proposed Fiscal Year 2016 budget was correct.

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On MOTION by Mr. Luby and seconded by Mr. Nails, with all in favor, Resolution 2015-7, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2015/2016; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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****Mr. Nails closed the Public Hearing.****

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SIXTH ORDER OF BUSINESS

Consideration of Resolution 2015-8, Adopting the Annual Meeting Schedule for Fiscal Year 2015/2016

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Mr. Nails presented Resolution 2015-8 for the Board’s consideration.

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Mr. Tarr recalled discussion at the Mediterra North CDD Meeting about Mediterra South’s meetings “running over” and Mr. Adams was tasked with trying to resolve the issue. Mr. Adams indicated that Mediterra North will meet on the third Thursday, of the same months, at 9:00 a.m.; Mediterra North will no longer meet on the same day as Mediterra South. Mr. Tarr asked if the Mediterra South Board would consider starting its meetings at 11:00 a.m. Mr. Adams advised that the District Engineer has a meeting at 9:00 a.m., in another District; however, the Board could defer the District Engineer’s input until he can arrive at the meeting. Mr. Tarr suggested that the meeting time be changed to 11:00 a.m. The Board concurred.

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On MOTION by Mr. Rowe and seconded by Mr. Tarr, with all in favor, Resolution 2015-8, Adopting the Annual Meeting Schedule for Fiscal Year 2015/2016, as amended for an 11:00 a.m., meeting time, and authorizing Staff to advertise, accordingly, was adopted.

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SEVENTH ORDER OF BUSINESS

Presentation of Annual Quality Assurance Audit: Lake Maintenance

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- 150 **A. Memorandum**
151 **B. Evaluation Sheets/Photos**
152 **C. Maps**
153 **D. Detailed Specifications**

154 Ms. Crismond reported that the interconnecting pipe cleaning project was completed a
155 few weeks ago, with the exception of Lakes 27/28, which will be scheduled by the golf course,
156 once its erosion repairs are completed. The littoral planting project will commence the end of
157 September, canna trimming will be performed between the Thanksgiving and Christmas holidays
158 and the spike rush reduction program has been completed. She indicated that the lake and
159 wetland contract is due to expire October 31, 2015. A mandatory pre-bid meeting was held on
160 August 24, 2015 and bids will be presented for consideration at the October meeting.
161 Additionally, clarity about maintenance requirements for the spike rush was added to the detailed
162 specifications. Ms. Crismond met with Mr. Tim Hiers, the new golf course Superintendent, and
163 provided him with a list of lake banks abutting the golf course that require repairs. She will
164 follow up with Mr. Hiers regarding the status of the repairs.

165 Mr. Bishko referred to the comment, "All Audit Check Points answered "No" require
166 Additional Comments/Information", and noted a few items marked "No" that did not contain a
167 comment. He pointed out that the question, "Is there a CDD or Club owned Aerator/Fountain
168 present?", should be reworded, as the answer would always be "No", if the lake did not have
169 aerators or a fountain.

170 Mr. Bishko asked what was near the shore in the photograph of Lake 42 and whether it
171 was a normal condition or could be corrected. Ms. Crismond indicated that it was algae and was
172 treated; a lot of the ponds will have higher algae content during the rainy season, due to fertilizer
173 runoff. Mr. Bishko questioned if the conditions on Lake 52 were normal. Ms. Crismond replied
174 no; spike rush reduction was completed on Lake 52 but that lake typically has algae issues this
175 time of year. Mr. Adams stated that algae blooms are normal; the District must utilize a
176 "reactive" approach to treating algae. He further elaborated that, since there are not any
177 preventative chemicals available for use in Florida, algae treatment is a "target" program and the
178 key is to observe and treat it early before it reaches the conditions recently observed in Lake 52.

179 Mr. Tarr questioned if Lake 52 would be a natural conduit for more algae, since it is the
180 last in the lake chain. Mr. Adams cautioned against making that assumption, as other outfall

181 lakes do not have the same issues. The impact of wind was discussed. Mr. Robson advised that
182 discharge during the rainy season would tend to make algae spread. Mr. Nails was told by Ms.
183 Crismond that the algae in Lake 52 was not sprayed but, once sprayed, it would disappear within
184 two to three days.

185 Mr. Bishko was surprised by the amount of spike rush in Lake 61. Mr. Adams indicated
186 that the spike rush is fine, for now; however, the contractor must treat it to maintain the current
187 confines. Mr. Bishko asked if the lower photographs of Lake 69 depicted what the District
188 wanted or if the lake should be treated. Mr. Adams stated that those were part of the spike rush
189 reduction and were “over reduced”; the contractor was immediately put on notice to treat that
190 lake and ensure that it remained part of the routine maintenance plan.

191 Mr. Tarr recalled that the minutes of the last meeting stated that he raised a question of
192 whether the five main outfall pipes were inspected and Mr. Adams was to “get back to us”. Ms.
193 Crismond confirmed that all five main outfall pipes were inspected and were found to be clean.
194 Mr. Tarr asked if the canna plants to be introduced were the plants that Ms. Margaret Whittaker,
195 The Club representative, requested to add more color. Mr. Adams confirmed that he advised Ms.
196 Whittaker of the planting plan. Mr. Tarr referred to the planned canna trimming and stated that it
197 is important for the contractor to remove the dead material along the ground and asked if “trim”
198 meant “trim and clean”. Ms. Crismond replied affirmatively.

200 **EIGHTH ORDER OF BUSINESS**

**Consideration of Interlocal Agreement
Regarding Annual Combined General
Fund Budget**

204 Mr. Adams presented the Interlocal Agreement for the Board’s consideration. He
205 explained that the agreement memorializes an informal policy that was in place since about 2005
206 or 2006, when the Districts began sharing operational budgets, with the primary operation being
207 the stormwater system, which was designed and permitted to operate as a single system. The
208 agreement also included the overhead costs related to administering the Districts and sharing
209 those costs, equally, so that each unit would pay the same amount, regardless of where they
210 reside within the Mediterra community.

211 Mr. Adams indicated that there is a need to add a sentence “Each District further agrees
212 that the District Manager shall select the mediator.” to the end of Section 5, on Page 3.

213 Mr. Tarr noted that, in his business experience, mediations were never binding but
214 arbitrations were and asked why the agreement did not state “binding arbitration, where the
215 arbitrator will render a final and binding decision”, as there is a difference between a mediator
216 and an arbitrator. Mr. Johnson advised that the verbiage could be changed to arbitration, which
217 can be more formal and expensive; however, binding mediation is allowed under Florida
218 statutes, which is usually less formal and less expensive. Mr. Tarr believed that a mediator did
219 not have legal authority to “bind”. Mr. Johnson stated that, typically, in a judicially ordered
220 mediation, the mediator does not have authority to render a final conclusion but, under Florida
221 law, parties in a contract can agree to empower a mediator with that and use binding mediation.
222 Mr. Tarr voiced his opinion that mediators have different skill sets than arbitrators. Mr. Tarr felt
223 that the agreement should specify that the District Manager could only select a recognized
224 arbitrator, not just anyone, who might have no experience. Mr. Bishko believed that the
225 agreement should define who could be selected. Mr. Nails pointed out Mediterra North
226 approved the current agreement; therefore, if Mediterra South CDD changes the agreement, it
227 must be presented to Mediterra North, again. Mr. Tarr argued that Mediterra North did not adopt
228 it. Mr. Adams confirmed that Mediterra North adopted the agreement, with the additional
229 sentence he previously noted. Mr. Tarr reiterated his opinion that, if the purpose is to “make this
230 correct, so it has durability for decades, this is a very weak, wishy-washy way to select a
231 mediator” and had no issue with stalling approval until Mediterra North agrees to the new terms.

232 Mr. Luby presumed that the District Manager would select the best mediator possible and
233 questioned if anyone believed that the District Manager would “act in bad faith”. Mr. Tarr stated
234 that there are certified arbitrators and surmised that the cost would not be very much more for an
235 arbitrator, rather than a mediator. Mr. Johnson pointed out that Florida has certified mediators.
236 Mr. Johnson explained that arbitration tends to be more “court-like and formal”, while mediation
237 tends to be less formal, and suggested that the agreement could specify that it must be a certified
238 mediator. Mr. Bishko felt that the arbitration process would be excessive; he would want a
239 certified mediator or, require Chair approval of the selected mediator. Mr. Tarr agreed with
240 using a mediator, provided the agreement specifies that the mediator must be certified.

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On MOTION by Mr. Tarr and seconded by Mr. Bishko, with all in favor, the Interlocal Agreement Between the Mediterra North Community Development District and the Mediterra South Community Development District Regarding the Annual Combined General Fund Budget, as originally amended and further amended to include verbiage providing for a certified mediator, was approved.

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NINTH ORDER OF BUSINESS

Discussion: Arbitrage Rebate Calculation Frequencies

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255 Mr. Adams presented information regarding arbitrage calculation requirements; the
256 District must meet both the Trust Indenture and Internal Revenue Service (IRS) requirements.
257 He explained that the IRS Rule requires calculation at least once, every five years, and rebate
258 payments are due to the IRS within 60 days of the computation date. Mr. Adams recalled that
259 the question, at the last meeting, was whether the arbitrage rebate calculation process was
260 necessary, yearly, since it was budgeted, or if it could be completed less frequently. He stated
261 that the calculations could be completed, minimally, once every five years and upon final
262 payment on the "Debt Service" fund.

DRAFT

263 Mr. Tarr appreciated that Grau & Associates agreed to lower the fee to \$500 per report,
264 based upon the information provided.

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TENTH ORDER OF BUSINESS

Discussion: Directors and Officers Liability Coverage

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269 Mr. Adams recalled discussion, at the last meeting, regarding increasing the Directors
270 and Officers (D&O) liability insurance above the current \$1 million coverage. He advised that
271 the premium amount would increase \$3,325, to increase the coverage from \$1 million to \$2
272 million, and the cost increases, incrementally, with an increase of \$4,825 for \$5 million of
273 coverage; the increases were, essentially, \$500 per \$1 million coverage increase. In response to
274 a question, Mr. Adams confirmed that Mediterra North increased its coverage to \$5 million.

275 Mr. Luby noted that, normally, the aggregate would be double the occurrence limit and
276 asked if the aggregate could be changed. He wanted to know the cost for coverage with the
277 aggregate amount double the occurrence amount.

278 Mr. Adams recommended that the Board approve the coverage presented; he will consult
279 with the insurance agent regarding the premium cost to change the aggregate amount.

280 Mr. Wrathell was confident that the aggregate was already double the occurrence but will
281 confirm with the agent.

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On MOTION by Mr. Luby and seconded by Mr. Rowe, with all in favor, authorization for Staff to increase the Directors and Officers coverage to \$5 million and seek a \$10 million aggregate amount at minimal cost, was approved.

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Mr. Tarr asked about increasing Management’s crime policy from \$1 million to \$2 million by the October 1, 2015 renewal date. Mr. Wrathell did not anticipate an issue but will confirm with his insurance carrier; if the Board hears nothing additional, it can assume that Management obtained the requested \$2 million coverage. Mr. Tarr suggested changing the Rules of Procedure to state \$1 million, if \$2 million cannot be obtained.

ELEVENTH ORDER OF BUSINESS

Discussion: Florida CDD Financial Regulatory Due Dates

Mr. Bishko wanted a column added identifying the actual or approximate due date, with the chart in chronological order for the District’s fiscal year. He requested a similar chart containing the operational due dates and/or when items are completed or performed, such as the lake and lake maintenance audits, planting, draft minutes; items dealing with nonfinancial items. Mr. Adams stated that Management will prepare those charts.

*****Mr. Johnson left the meeting.*****

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TWELFTH ORDER OF BUSINESS

Approval of May 20, 2015 Regular Meeting Minutes

Mr. Nails presented the May 20, 2015 Regular Meeting Minutes and asked for any additions, deletions or corrections.

Mr. Nails pointed out that, at the last meeting, the Board approved his telephone attendance, by motion but a motion was not made today to approve Mr. Tarr and Mr. Bishko’s attendance, via telephone. Mr. Adams indicated that, after the last meeting, District Counsel

313 opined that the motion was not necessary or required. Mr. Adams acknowledged the confusion
 314 created when he called for a motion approving Mr. Luby’s attendance, via telephone, when such
 315 motions were never previously required. Mr. Nails questioned the legality of certain Board
 316 Members potentially voting to exclude another elected Board Member from participating in the
 317 meeting because they must attend via telephone.

318 Mr. Tarr referred to Page 18 and his request that Ms. Alice Carlson, of AJC Associates,
 319 Inc. (AJC), provide a certification indicating that her firm does not provide a discount to any
 320 CDD that she performs this type of service for. Mr. Adams confirmed with Ms. Carlson that her
 321 firm has a specific fee schedule, which is the same for all of AJC’s clients, including the CDD
 322 mentioned by Mr. Tarr. Mr. Adams stated that the difference with that CDD was that it chose to
 323 budget for AJC’s services within its “Debt Service” funds, which would be why only a portion of
 324 Ms. Carlson’s services would be found in the “General” fund portion of that CDD’s budget. Mr.
 325 Tarr voiced his understanding but reiterated his question “She confirmed to you that she doesn’t
 326 engage in negotiated price cutting?”. Mr. Adams replied affirmatively.

327 Mr. Luby referred to Lines 90 and 91, where Mr. Gary Loser, a resident, stated “...and
 328 filing a complaint with the Attorney General’s Office, which I did” and asked if Mr. Loser filed a
 329 complaint and what the disposition was. Mr. Nails confirmed that Mr. Loser filed an ethics
 330 complaint against him, which was reviewed by the Ethics Commission and dismissed for failure
 331 to constitute a legally sufficient complaint.

332 Mr. Tarr referred to the discussion of pipes and locations, on Page 14, and asked if Ms.
 333 Crismond had an update, as she was to obtain further clarification. Mr. Robson followed up on
 334 the pipe information, after being notified by Ms. Crismond and, based on the diver’s report about
 335 the location with no pipe, the pipe was removed from the original CAD drawing; the lack of a
 336 pipe does not impact the lake, as it has another pipe, which connects to other lakes.

On MOTION by Mr. Bishko and seconded by Mr. Luby, with all in favor, the May 20, 2015 Regular Meeting Minutes, as presented, were approved.

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 343 • **Action Items**

344 This item was not discussed.

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346 **THIRTEENTH ORDER OF BUSINESS** **Other Business**

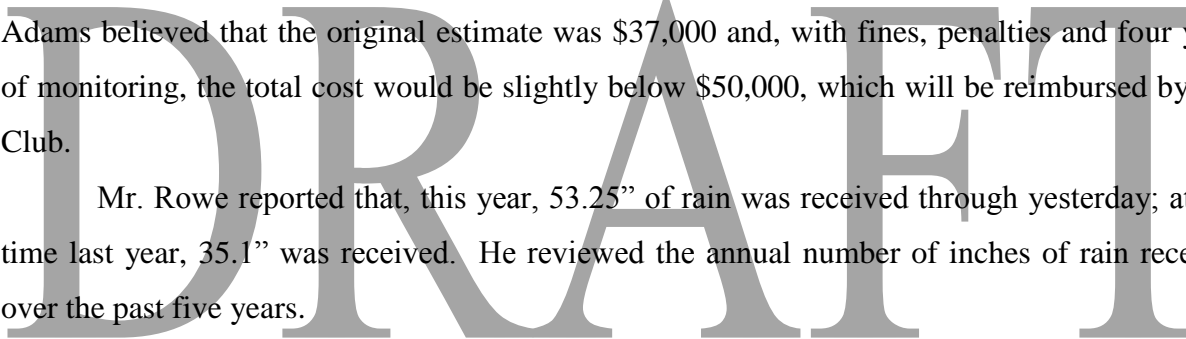
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348 Mr. Adams indicated that the conservation area impact project was completed and the
349 South Florida Water Management District completed the final review. The Consent Agreement
350 remains pending; he advised that an administrative cost and penalty of approximately \$11,000
351 was applied but The Club will reimburse the District for the costs.

352 Mr. Adams reported that the Baseline Monitoring Report was completed and will be
353 emailed to the Board. He noted that four or five trees did not survive; the recommendation was
354 to replant those trees in October, once water levels subside. Mr. Adams recalled that the trees
355 were under warranty and would be replanted at no cost.

356 Mr. Adams stated that billings for all of the initial work and plantings were received from
357 the District Engineer and billed to The Club; the Baseline Monitoring Report bill was not
358 received. Mr. Bishko asked for the total cost incurred for this issue, including the penalty. Mr.
359 Adams believed that the original estimate was \$37,000 and, with fines, penalties and four years
360 of monitoring, the total cost would be slightly below \$50,000, which will be reimbursed by The
361 Club.

362 Mr. Rowe reported that, this year, 53.25” of rain was received through yesterday; at this
363 time last year, 35.1” was received. He reviewed the annual number of inches of rain received
364 over the past five years.



365

366 **FOURTEENTH ORDER OF BUSINESS** **Staff Reports**

367

368 **A. Attorney**

369 Ms. Nails presented Resolution 2015-09, related to legal defense. This resolution was an
370 amendment to resolution adopted in 1999.

371 Ms. Cameron explained that Resolution 2015-09 updates the District’s policy regarding
372 the legal defense of Board Members and rescinds Resolution 1999-11. She stated that
373 Resolution 2015-09 provides for legal representation, in accordance with Sections 111.07 and
374 768.25, Florida Statutes, which allows for defense of any and all civil actions, except in the case
375 of certain instances in which Board Members have acted in bad faith with malicious purpose or
376 in a manner exhibiting wanton and willful disregard of human rights, safety or property.
377 Resolution 2015-09 updates the Board’s indemnity policy and provides procedures, which must

378 be followed to ensure legal representation, along with procedures if the Board wants to rebut the
379 presumption of automatic payment of judgments or legal services in identified situations in
380 which protection would not apply and provides procedures for choosing legal counsel. She
381 explained that, if the Board selects legal counsel, the District would automatically pay; however,
382 if a Board Member chose to obtain their own legal counsel, approval of the rates would require
383 Board approval and the Board Member would be reimbursed for the legal expenses. In response
384 to Mr. Nails' question, Ms. Cameron confirmed that this policy was similar to other CDDs.

385 Mr. Tarr referred to Paragraph 1, Item B., and noted that the District Manager was
386 included. He believed that Mr. Adams was covered, as the Secretary, and Mr. Wrathell was
387 covered, as the Treasurer, and questioned why the District Manager was included since,
388 technically, the District Manager is not a Board Member or Officer.

389 Mr. Nails stated that the District Manager is not required to be a Secretary or Treasurer;
390 therefore, the District Manager was included to ensure that they are covered, if they are not
391 Secretary or Treasurer.

392 Mr. Tarr clarified that verbiage, in the first part, did not relate to the District Manager.

393 Ms. Cameron indicated that the resolution contained standard language and tried to make
394 it clear that the District Manager was covered, as well. Mr. Tarr questioned if Florida law allows
395 the District Manager to be covered under the District or, as a paid entity, must obtain his own
396 liability coverage. Mr. Tarr felt that, in an adversarial situation, the District Manager could be
397 part of a lawsuit, as one reason for lawsuits is the failure of the District Manager; therefore, if the
398 District Manager is not an officer, he should obtain his own liability coverage. Mr. Nails pointed
399 out that the Board can vote to abut payment of coverage, if the District Manager acted outside of
400 their capacity. Mr. Tarr questioned asking residents to fund the legal defense of the District
401 Manager, as a legal entity, which he felt was out of the scope.

402 Mr. Wrathell stated that, historically, the intent of the resolution is to protect the Board,
403 Officers and Staff of the District against frivolous lawsuits. He explained that, without the
404 coverage, Board Officers and Staff could face the threat of a frivolous lawsuit, individually,
405 which could deter them from taking actions that are in the District's best interests. Mr. Wrathell
406 noted individuals are not covered if they do something wrong.

407 Mr. Tarr voiced his opinion that the verbiage in Section 1 must be broadened, if the
408 Board wants to include the District Manager.

409 Mr. Luby agreed about potential conflicts of interest between the Board and the District
410 Manager and, if acting as Secretary or Treasurer, the District Manager should be covered.

411 Mr. Nails advised that the Board could choose to rebut paying the District Manager's
412 legal expenses.

413 Mr. Tarr reiterated that the language in the resolution does not incorporate the District
414 Manager; it was designed for Board Members and Officers. Mr. Nails indicated that District
415 Counsel could add "District Manager" to the introductory portion. Mr. Tarr was troubled about
416 including the District Manager and stressed his belief that the District Manager should have his
417 own coverage.

418 Ms. Cameron indicated that the District Manager is part of District Staff and, when acting
419 within the scope of his authority, as District Manager, under the direction of the Board, the
420 District Manager is operating as the District's agent, which is why the District Manager is
421 covered under the indemnification policy. Mr. Tarr questioned why the District Manager should
422 be treated differently than the District Engineer. Ms. Cameron advised that Chapter 190 names
423 the District Manager as a "member" of the District; whereas, the District Engineer and District
424 Counsel are considered District Staff and act more like consultants.

425 In response to a question, Ms. Cameron reviewed the relevant portion of Chapters 190
426 and 768. Mr. Wrathell explained that Chapter 190 describes the duties of the District Manager
427 and surmised that the District Manager is an extension of the Board, who implements the
428 Board's directives.

429 Mr. Tarr reiterated his opinion that, if the District Manager is included, verbiage should
430 be added to other portions of the resolution.

431 Ms. Cameron indicated that Resolution 2015-09 will be modified, as requested, prior to
432 the next meeting. Mr. Tarr asked for a redline version to compare Resolution 1999-11 with
433 Resolution 2015-09. Ms. Cameron will provide the redline version at the next meeting.

434 This item was deferred to the next meeting.

435 **B. Engineer**

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

437 **C. Manager**

438 **i. Approval of Unaudited Financial Statements as of July 31, 2015**

439 Mr. Nails presented the Unaudited Financial Statements as of July 31, 2015.

440 Mr. Tarr questioned why the “other bonds” were listed in the Unaudited Financial
 441 Statements, when they were not included in the budget. Mr. Adams indicated that the first
 442 refinancing included two Mediterra South “Debt Service” funds and one Mediterra North “Debt
 443 Service” fund; Mediterra South was recognized as the lead District and bills Mediterra North for
 444 its revenues, through an interlocal agreement, to make the payments on the bonds. Mr. Adams
 445 concluded that the Unaudited Financial Statements reflect that activity but the budget does it in
 446 cumulation. From an accounting and auditing perspective, the statements are required to show
 447 the breakout details for each District, which is why the information is included in the Unaudited
 448 Financial Statements. Mr. Tarr asked if all the bonds must be carried. Mr. Adams replied
 449 affirmatively and the activity must be segregated.

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 451 **On MOTION by Mr. Luby and seconded by Mr. Rowe, with**
 452 **all in favor, the Unaudited Financial Statements as of July 31,**
 453 **2015, were approved.**

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 456 **FIFTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

457
 458 Mr. Tarr was pleased that the draft minutes were available within 30 days of the
 459 meetings. He asked that the draft minutes be distributed to the Board automatically, without
 460 Board Members requesting them.

461 Mr. Adams confirmed that the draft minutes, in final draft form, will be emailed to the
 462 Board, automatically.

463
 464 **SIXTEENTH ORDER OF BUSINESS** **Adjournment**

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 466 There being nothing further to discuss, the meeting adjourned.

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 468 **On MOTION by Mr. Luby and seconded by Mr. Rowe, with**
 469 **all in favor, the meeting adjourned at 12:53 p.m.**

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 473
 474 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

DRAFT

ACTION ITEMS

1. **09/02/15** **ACTION ITEM:** Ms. Crismond met with Mr. Tim Hiers, the new golf course Superintendant, and provided him with the golf course lake bank areas that require repairs; she will follow up with Mr. Hiers regarding the status of the repairs. **STATUS: ONGOING**
2. **09/02/15** **ACTION ITEM:** Regarding the Lake & Wetland Audit comment “All Audit Check Points answered “No” require Additional Comments/Information” Mr. Bishko requested that the question “Is there a CDD or Club owned Aerator/Fountain present?” be reworded as the answer would always be “No”, if the lake did not have aerators or a fountain. **STATUS: COMPLETED** (*subsequent to 09/02/15 meeting*)
3. **09/02/15** **ACTION ITEM:** Regarding General Liability Insurance coverage limits, Mr. Luby wanted to know if the aggregate could be changed and the cost for coverage with the aggregate amount double the occurrence amount. Mr. Adams will consult with the insurance agent regarding the premium cost to change the aggregate amount. **STATUS: COMPLETED** (*subsequent to 09/02/15 meeting*)
4. **09/02/15** **ACTION ITEM:** Regarding increasing Management’s crime policy from \$1 million to \$2 million by the October 1, 2015 renewal date, Mr. Wrathell will confirm with his insurance carrier; if the Board hears nothing additional, it can assume that Management obtained the requested \$2 million coverage. Mr. Tarr suggested changing the Rules of Procedure to state \$1 million, if \$2 million cannot be obtained. **STATUS: ONGOING**
5. **09/02/15** **ACTION ITEM:** Regarding the Florida CDD Financial Regulatory Due Dates chart, Mr. Bishko wanted a column added identifying the actual or approximate due dates, with the chart in chronological order for the District’s fiscal year. Mr. Bishko also requested a similar chart containing the operational due dates and/or when items are completed or performed, such as the lake and lake maintenance audits, planting, draft minutes; items dealing with nonfinancial items. Mr. Adams will prepare those charts. **STATUS: ONGOING**
6. **09/02/15** **ACTION ITEM:** Prior to the next meeting, Resolution 2015-09 to be modified by District Counsel, as requested, adding verbiage to other portions of the resolution to include the District Manager. At the next meeting, Ms. Cameron will provide the redline version to compare Resolution 1999-11with Resolution 2015-09. **STATUS: ONGOING**
7. **09/02/15** **ACTION ITEM:** Going forward, draft minutes, in final draft form, will be emailed to the Board, automatically. **STATUS: ONGOING**

COMPLETED ITEMS

1. **01/15/14** **ACTION ITEM:** Mr. Adams to forward copies of the April, 2013 dissemination report to the Board. **STATUS: COMPLETED**
2. **01/15/14** **ACTION ITEM:** Ms. Crismond will contact the residents with erosion issues that must be addressed. **STATUS: COMPLETED**
3. **01/15/14** **ACTION ITEM:** Mr. Bishko requested that proposals for different plants that would better solve the erosion problem be presented. Mr. Adams recalled discussion about installing Bacopa and photographs of the plant will be provided at the January meeting. **STATUS: COMPLETED**
4. **01/15/14** **ACTION ITEM:** Mr. Johnson to add a specific reference to the statutory and rule provisions of the Commission on Ethics, F.S. 112.3143, as discussed, to the Rules of Procedure to Section 2, Paragraph 6, of the Rules of Procedure **STATUS: COMPLETED**
5. **01/15/14** **ACTION ITEM:** Mr. Adams to attach Mr. Tarr's documents regarding Mr. Tarr's opinion of the memorandum that was issued against him. **STATUS: COMPLETED**
6. **01/15/14** **ACTION ITEM:** Staff will continue monitoring the lake maintenance conditions and notify the Board of any findings. **STATUS: ONGOING**
7. **01/15/14** **ACTION ITEM:** Mr. Adams will prepare a statement regarding aeration activities and ask the MCA to e-blast it to the community. At the Board's suggestion, Mr. Adams will prepare a CDD communication to the community reporting on various items. **STATUS: COMPLETED**
8. **01/15/14** **ACTION ITEM:** Mr. Johnson to provide Mr. Adams with the entire chain of information between himself and Mr. Tarr, regarding Board membership in Club and potential conflicts of interest for Board Members, dissemination to the Board. **STATUS: COMPLETED**
9. **01/15/14** **ACTION ITEM:** Regarding establishing a protocol, if Board Members continue engaging the District Engineer and District Counsel, individually, Mr. Adams indicated that he will include this as a discussion item on the next agenda. **STATUS: COMPLETED**
10. **01/15/14** **ACTION ITEM:** Mr. Adams to verify whether the MCA performed deer reduction activities. **STATUS: COMPLETED**
11. **01/15/14** **ACTION ITEM:** Mr. Adams will prepare a "Do's and Don't's in the Preserves" for inclusion in the newsletter. **STATUS: COMPLETED**

COMPLETED ITEMS

12. 05/21/14 **ACTION ITEM:** Mr. Adams to draft procedure for reporting violations to Collier County. **STATUS: COMPLETED**
13. 05/21/14 **ACTION ITEM:** District Counsel to amend disclosure agreement, per discussion at May 21, meeting. **STATUS: COMPLETED**
14. 09/04/14 **ACTION ITEM:** Mr. Adams to provide Mr. Tarr with a copy of the insurance policy. **STATUS: COMPLETED**
15. 09/04/14 **ACTION ITEM:** The Reporting of Incidents of Potential Violations procedure to be adopted by resolution, as modified, at the October meeting, in order to memorialize the procedure. **STATUS: COMPLETED**
16. 09/04/14 **ACTION ITEM:** Mr. Adams to follow up with the MCA to delete the CDD literature from their website and replace it with a link to the CDD's website **STATUS: COMPLETED**
17. 09/04/14 **ACTION ITEM:** Mr. Adams to circulate the agreement for lake bank maintenance, include it in the newsletter and post the newsletter on the CDD website. **STATUS: COMPLETED**
18. 10/15/14 **ACTION ITEM:** Mr. Robson to obtain a proposal for Lake #68 to determine the current depth and compare the current depth to the designed depth. Ms. Crismond to report the findings to Ms. Lass and the Board. **STATUS: COMPLETED**
19. 10/15/14 **ACTION ITEM:** District Manager to draft a policy for engagement of District Counsel and District Engineer, by Board Members, with requests being made through Management, and dissemination to all Board Members **STATUS: COMPLETED**
20. 10/15/14 **ACTION ITEM:** Mr. Adams to include information discussed by Mr. Tarr, regarding inspection report and letter from Mr. Radford, as an attachment to the minutes in which the original report was provided. Per Mr. Tarr's request, Ms. Crismond to insert a date on the document **STATUS: COMPLETED**
21. 10/15/14 **ACTION ITEM:** Regarding the acreage listed in the recent newsletter, Mr. Adams to adjust the verbiage to state "The District's jurisdictional boundaries encompass __" followed by a description of the properties and facilities that the Districts own, including the lakes and wetlands **STATUS: COMPLETED**

COMPLETED ITEMS

22. 05/20/15 **ACTION ITEM:** Management to review trust indenture regarding arbitrage rebate calculations to ensure there are no specific requirements. Once the requirement is determined, each year, during budget deliberations, a recommendation may be made to budget for a report **STATUS: COMPLETED**
23. 05/20/15 **ACTION ITEM:** Mr. Johnson to prepare an interlocal agreement for the next meeting **STATUS: COMPLETED**
24. 05/20/15 **ACTION ITEM:** Staff to follow up with M.R.I. regarding inspection of the five main outfall pipes **STATUS: COMPLETED**
25. 05/20/15 **ACTION ITEM:** Staff to provide a “laddered” approach proposal for additional Directors and Officers (D&O) liability insurance coverage, between \$1 million and \$5 million, for the August meeting **STATUS: COMPLETED**
26. 05/20/15 **ACTION ITEM:** Mr. Adams to follow up with Ms. Carlson regarding a fee reduction and ask if she will be reappointed to the SFWMD sub board **STATUS: COMPLETED**
27. 05/20/15 **ACTION ITEM:** Management to implement conservation area restoration plan. **STATUS: COMPLETED**

**MEDITERRA NORTH & MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2015**

**MEDITERRA NORTH & MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2015**

	Governmental Funds		Total Governmental Funds
	General	Debt Service	
ASSETS			
Cash	\$ 328,756	\$ -	\$ 328,756
Investments			
Federated	102,947	-	102,947
BB&T - cdars	100,779	-	100,779
Revenue A	-	484,846	484,846
Reserve A	-	887,323	887,323
Prepayment A	-	9,921	9,921
Due from other governments			
<i>Mediterra North</i>			
General fund	2,735	-	2,735
Debt service - 2012	209	-	209
<i>Mediterra South</i>			
Debt service - series 2003	48	-	48
Debt service - series 2001	22	-	22
Due from other funds			
<i>Mediterra North</i>			
General fund	-	5,095	5,095
<i>Mediterra South</i>			
General fund	-	28,813	28,813
Due from clearing fund	1,000	-	1,000
Total assets	<u>\$ 536,496</u>	<u>\$ 1,415,998</u>	<u>\$ 1,952,494</u>
LIABILITIES AND FUND BALANCES			
Liabilities			
Due to other governments			
<i>Mediterra North</i>			
General fund	\$ -	\$ 70	\$ 70
<i>Mediterra South</i>			
General fund	2,735	209	2,944
Due to other funds			
<i>Mediterra North</i>			
Debt service - series 2012	5,095	-	5,095
<i>Mediterra South</i>			
Debt service - series 2012	16,536	-	16,536
Debt service - series 2013	12,277	-	12,277
Total liabilities	<u>36,643</u>	<u>279</u>	<u>36,922</u>
Fund Balances			
Restricted for:			
Debt service	-	1,415,719	1,415,719
Unassigned	499,853	-	499,853
Total fund balances	<u>499,853</u>	<u>1,415,719</u>	<u>1,915,572</u>
Total liabilities and fund balances	<u>\$ 536,496</u>	<u>\$ 1,415,998</u>	<u>\$ 1,952,494</u>

**MEDITERRA NORTH & MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS 001 & 101
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 463,388	\$ 462,035	100%
Special assessment: off-roll	-	78,646	78,646	100%
Interest and miscellaneous	12	520	1,000	52%
Total revenues	<u>12</u>	<u>542,554</u>	<u>541,681</u>	100%
EXPENDITURES				
Administrative				
Supervisors	1,291	7,535	7,751	97%
Management	6,375	70,125	76,500	92%
Accounting services	2,550	28,050	30,600	92%
Audit	-	16,620	16,700	100%
Legal	-	17,015	10,000	170%
Field management	1,275	14,025	15,300	92%
Engineering	2,711	27,508	7,500	367%
Trustee	3,225	10,260	10,000	103%
Dissemination agent	-	-	9,106	0%
Arbitrage calculation	5,250	5,250	7,200	73%
Assessment roll preparation	-	29,000	29,000	100%
Telephone	22	237	259	92%
Postage	-	1,723	2,000	86%
Insurance	-	11,846	12,438	95%
Printing and binding	132	1,451	1,583	92%
Legal advertising	-	1,631	2,500	65%
Contingencies	167	1,897	1,500	126%
Annual District filing fee	-	350	350	100%
Website	-	-	500	0%
Total administrative	<u>22,998</u>	<u>244,523</u>	<u>240,287</u>	102%
Water management				
Other contractual	22,599	158,806	140,000	113%
Aquascaping	-	64,851	100,000	65%
Lake bank stabilization	-	52,135	30,000	174%
Electricity	555	5,729	2,400	239%
Miscellaneous	-	-	1,500	0%
Capital outlay - aeration	-	3,748	50,000	7%
Total water management	<u>23,154</u>	<u>285,269</u>	<u>323,900</u>	88%

**MEDITERRA NORTH & MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICTS
COMBINED STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUNDS 001 & 101
FOR THE PERIOD ENDED AUGUST 31, 2015**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property appraiser	-	334	9,626	3%
Tax collector	-	7,748	7,219	107%
Intergovernmental expense	-	92	-	N/A
Total other fees & charges	<u>-</u>	<u>8,174</u>	<u>16,845</u>	49%
Total expenditures	<u>46,152</u>	<u>537,966</u>	<u>581,032</u>	93%
 Excess/(deficiency) of revenues over/(under) expenditures	 (46,140)	 4,588	 (39,351)	
 OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(5,133)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(5,133)</u>	<u>-</u>	N/A
Net change in fund balances	(46,140)	(545)	(39,351)	
Fund balances - beginning	545,993	500,398	448,603	
Fund balances - ending	<u>\$ 499,853</u>	<u>\$ 499,853</u>	<u>\$ 409,252</u>	

**MEDITERRA NORTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2015**

	<u>Governmental Funds</u>		Total Governmental Funds
	General Fund 101	Debt Service Series 2012 Fund 252	
ASSETS			
Cash	\$ 183,923	\$ -	\$ 183,923
Investments			
Federated	31,065	-	31,065
Revenue	-	157,424	157,424
Reserve	-	363,758	363,758
Prepayment	-	3	3
<i>Mediterra South</i>			
Debt service - series 1999	48	-	48
Debt service - series 2001	22	-	22
Due from other funds			
<i>Mediterra North</i>			
General fund	-	5,095	5,095
Due from clearing fund	300	-	300
Total assets	<u>\$ 215,358</u>	<u>\$ 526,280</u>	<u>\$ 741,638</u>
LIABILITIES AND FUND BALANCE			
Liabilities			
Due to other governments			
<i>Mediterra South</i>			
General fund	\$ 2,735	\$ 209	\$ 2,944
Due to other funds			
<i>Mediterra North</i>			
Debt service 2012	5,095	-	5,095
Total liabilities	<u>7,830</u>	<u>209</u>	<u>8,039</u>
Fund balances			
Restricted for:			
Debt service	-	526,071	526,071
Unassigned	207,528	-	207,528
Total fund balances	<u>207,528</u>	<u>526,071</u>	<u>733,599</u>
Total liabilities & fund balances	<u>\$ 215,358</u>	<u>\$ 526,280</u>	<u>\$ 741,638</u>

**MEDITERRA NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 101
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 162,495	\$ 165,152	98%
Interest and miscellaneous	6	234	304	77%
Total revenues	<u>6</u>	<u>162,729</u>	<u>165,456</u>	98%
EXPENDITURES				
Administrative				
Supervisors	392	2,289	2,355	97%
Management	1,937	21,302	23,239	92%
Accounting services	775	8,521	9,296	92%
Audit	-	5,049	5,073	100%
Legal	-	5,169	3,038	170%
Field management	387	4,261	4,648	92%
Engineering	823	8,354	2,278	367%
Trustee	980	3,117	3,038	103%
Dissemination agent	-	-	2,766	0%
Arbitrage calculation	1,595	1,595	2,187	73%
Assessment roll preparation	-	8,810	8,810	100%
Telephone	7	72	79	91%
Postage	-	524	608	86%
Insurance	-	3,599	3,778	95%
Printing and binding	40	441	481	92%
Legal advertising	-	495	759	65%
Contingencies	68	610	456	134%
Annual District filing fee	-	106	106	100%
Website	-	-	152	0%
Total administrative	<u>7,004</u>	<u>74,314</u>	<u>73,147</u>	102%
Water management				
Contractual services	6,866	48,245	42,529	113%
Aquascaping	-	19,702	30,378	65%
Lake bank stabilization	-	15,839	9,113	174%
Electricity	168	1,743	729	239%
Miscellaneous	-	-	456	0%
Capital outlay - aeration	-	1,139	15,189	N/A
Total water management	<u>7,034</u>	<u>86,668</u>	<u>98,394</u>	88%
Other fees & charges				
Property appraiser	-	119	3,441	3%
Tax collector	-	2,769	2,580	107%
Intergovernmental expense	-	92	-	N/A
Total other fees & charges	<u>-</u>	<u>2,980</u>	<u>6,021</u>	49%
Total expenditures	<u>14,038</u>	<u>163,962</u>	<u>177,562</u>	92%
Excess/(deficiency) of revenues over/(under) expenditures	(14,032)	(1,233)	(12,106)	
Fund balances - beginning	221,560	208,761	190,322	
Fund balances - ending	<u>\$ 207,528</u>	<u>\$ 207,528</u>	<u>\$ 178,216</u>	

**MEDITERRA NORTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 252 - SERIES 2012 (REFUNDED 2001 BONDS)
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 486,440	\$ 487,083	100%
Interest	2	26	-	N/A
Total revenues	<u>2</u>	<u>486,466</u>	<u>487,083</u>	100%
EXPENSES				
Debt service				
Intergovernmental expenditures				
Principal	-	230,000	230,000	100%
Interest	-	256,297	257,083	100%
Principal prepayment	-	50,000	-	N/A
Total debt service	<u>-</u>	<u>536,297</u>	<u>487,083</u>	110%
Other fees & charges				
Tax collector	-	341	-	N/A
Total other fees & charges	<u>-</u>	<u>341</u>	<u>-</u>	N/A
Total expenditures	<u>-</u>	<u>536,638</u>	<u>487,083</u>	110%
Excess/(deficiency) of revenues over/(under) expenditures	2	(50,172)	-	
Fund balances - beginning	526,069	576,243	878,388	
Fund balances - ending	<u>\$ 526,071</u>	<u>\$ 526,071</u>	<u>\$ 878,388</u>	

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2015**

	Governmental Funds				Total Governmental Funds
	General 001	Debt Service Series 2003 A&B Fund 203	Debt Service Series 2012 Fund 210	Debt Service Series 2013 Fund 204	
ASSETS					
Cash	\$ 144,833	\$ -	\$ -	\$ -	\$ 144,833
Investments					
Federated	71,882	-	-	-	71,882
BB&T - cdars	100,779	-	-	-	100,779
Revenue A	-	-	218,571	108,851	327,422
Reserve A	-	-	448,565	75,000	523,565
Prepayment	-	-	9,918	-	9,918
Due from other governments					
<i>Mediterra North</i>					
General fund	2,735	-	-	-	2,735
Debt service - 2012	209	-	-	-	209
Due from other funds					
Mediterra South					
General	-	-	16,536	12,277	28,813
Due from clearing fund	700	-	-	-	700
Total assets	<u>\$ 321,138</u>	<u>\$ -</u>	<u>\$ 693,590</u>	<u>\$ 196,128</u>	<u>\$ 1,210,856</u>
LIABILITIES & FUND BALANCE					
Liabilities					
Due to other governments					
<i>Mediterra North</i>					
General	\$ -	\$ -	\$ 70	\$ -	\$ 70
Due to other funds					
<i>Mediterra South</i>					
Debt service - series 2012	16,536	-	-	-	16,536
Debt service - series 2013	12,277	-	-	-	12,277
Total liabilities	<u>28,813</u>	<u>-</u>	<u>70</u>	<u>-</u>	<u>28,883</u>
Fund balances					
Restricted for:					
Debt service	-	-	693,520	196,128	889,648
Unassigned	292,325	-	-	-	292,325
Total fund balances	<u>292,325</u>	<u>-</u>	<u>693,520</u>	<u>196,128</u>	<u>1,181,973</u>
Total liabilities & fund balances	<u>\$ 321,138</u>	<u>\$ -</u>	<u>\$ 693,590</u>	<u>\$ 196,128</u>	<u>\$ 1,210,856</u>

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ -	\$ 300,893	\$ 296,883	101%
Special assessment: off-roll	-	78,646	78,646	100%
Interest and miscellaneous	6	286	696	41%
Total revenues	<u>6</u>	<u>379,825</u>	<u>376,225</u>	101%
EXPENDITURES				
Administrative				
Supervisors	899	5,246	5,396	97%
Management	4,438	48,823	53,261	92%
Accounting	1,775	19,529	21,304	92%
Audit	-	11,571	11,627	100%
Legal	-	11,846	6,962	170%
Field management	888	9,764	10,652	92%
Engineering	1,888	19,154	5,222	367%
Trustee	2,245	7,143	6,962	103%
Dissemination agent	-	-	6,340	0%
Arbitrage calculation	3,655	3,655	5,013	73%
Assessment roll preparation	-	20,190	20,190	100%
Telephone	15	165	180	92%
Postage	-	1,199	1,392	86%
Insurance	-	8,247	8,660	95%
Printing and binding	92	1,010	1,102	92%
Legal advertising	-	1,136	1,741	65%
Contingencies	99	1,287	1,044	123%
Annual District filing fee	-	244	244	100%
Website	-	-	348	0%
Total administrative	<u>15,994</u>	<u>170,209</u>	<u>167,640</u>	102%
Water management				
Contractual services	15,733	110,561	97,471	113%
Aquascaping	-	45,149	69,622	65%
Lake bank stabilization	-	36,296	20,887	174%
Electricity	387	3,986	1,671	239%
Miscellaneous	-	-	1,044	0%
Capital outlay - aeration	-	2,609	34,811	N/A
Total water management	<u>16,120</u>	<u>198,601</u>	<u>225,506</u>	88%

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2015**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Other fees & charges				
Property appraiser	-	215	6,185	3%
Tax collector	-	4,979	4,639	107%
Total other fees & charges	-	5,194	10,824	48%
Total expenditures	32,114	374,004	403,970	93%
Excess/(deficiency) of revenues over/(under) expenditures	(32,108)	5,821	(27,745)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(5,133)	-	N/A
Total other financing sources/(uses)	-	(5,133)	-	N/A
Net change in fund balances	(32,108)	688	(27,745)	
Fund balances - beginning	324,433	291,637	249,533	
Fund balances - ending	<u>\$ 292,325</u>	<u>\$ 292,325</u>	<u>\$ 221,788</u>	

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 203 - SERIES 2003 B BONDS
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: off-roll	\$ -	\$ 492,044	\$ 549,719	90%
Intergovernmental revenue	-	92	-	N/A
Interest	-	6	-	N/A
Total revenues	<u>-</u>	<u>492,142</u>	<u>549,719</u>	90%
EXPENDITURES				
Debt service				
Interest B	-	36,250	36,250	100%
Prepayment B	-	500,000	500,000	100%
Total debt service	<u>-</u>	<u>536,250</u>	<u>536,250</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	-	(44,108)	13,469	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	5,133	-	N/A
Transfers out	-	(1)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>5,132</u>	<u>-</u>	N/A
Net increase/(decrease) in fund balance	-	(38,976)	13,469	
Fund balances - beginning	-	38,976	54,097	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 67,566</u>	

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 210 - SERIES 2012 (REFUNDED 1999 & 2001 BONDS)
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 629,498	\$ 626,852	100%
Assessment prepayments	9,918	9,918	-	N/A
Interest	4	33	-	N/A
Total revenues	<u>9,922</u>	<u>639,449</u>	<u>626,852</u>	102%
EXPENDITURES				
Debt service				
Principal	-	285,000	285,000	100%
Interest	-	317,998	318,998	100%
Total debt service	<u>-</u>	<u>602,998</u>	<u>603,998</u>	100%
Other fees & charges				
Property appraiser	-	-	13,059	0%
Tax collector	-	10,353	9,795	106%
Total other fees & charges	<u>-</u>	<u>10,353</u>	<u>22,854</u>	45%
Total expenditures	<u>-</u>	<u>613,351</u>	<u>626,852</u>	98%
Excess/(deficiency) of revenues over/(under) expenditures	9,922	26,098	-	
Fund balances - beginning	683,598	667,422	656,310	
Fund balances - ending	<u>\$ 693,520</u>	<u>\$ 693,520</u>	<u>\$ 656,310</u>	

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)
FOR THE PERIOD ENDED AUGUST 31, 2015**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 322,893	\$ 319,781	101%
Interest	1	7	-	N/A
Total revenues	<u>1</u>	<u>322,900</u>	<u>319,781</u>	101%
EXPENDITURES				
Debt service				
Principal	-	125,000	125,000	100%
Interest	-	181,700	181,700	100%
Total debt service	<u>-</u>	<u>306,700</u>	<u>306,700</u>	100%
Other fees & charges				
Property appraiser	-	-	4,997	0%
Tax collector	-	7,046	6,662	106%
Total other fees & charges	<u>-</u>	<u>7,046</u>	<u>11,659</u>	60%
Total expenditures	<u>-</u>	<u>313,746</u>	<u>318,359</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	1	9,154	1,422	
OTHER FINANCING SOURCES/(USES)				
Transfers in	-	1	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>1</u>	<u>-</u>	N/A
Net increase/(decrease) in fund balance	1	9,155	1,422	
Fund balances - beginning	196,127	186,973	176,893	
Fund balances - ending	<u>\$ 196,128</u>	<u>\$ 196,128</u>	<u>\$ 178,315</u>	

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2003A
\$5,035,000**

Date	Principal	Int. Rate	Interest	Total P+I
05/01/2010	\$ -	6.375%	\$ -	\$ -
11/01/2010	-	-	138,496.88	138,496.88
05/01/2011	80,000.00	6.375%	138,496.88	218,496.88
11/01/2011	-	-	135,946.88	135,946.88
05/01/2012	85,000.00	6.375%	135,946.88	220,946.88
11/01/2012	-	-	133,237.50	133,237.50
05/01/2013	90,000.00	6.375%	133,237.50	223,237.50
11/01/2013	-	-	130,368.75	130,368.75
05/01/2014	95,000.00	6.375%	130,368.75	225,368.75
11/01/2014	-	-	127,340.63	127,340.63
05/01/2015	100,000.00	6.375%	127,340.63	227,340.63
11/01/2015	-	-	124,153.13	124,153.13
05/01/2016	110,000.00	6.375%	124,153.13	234,153.13
11/01/2016	-	-	120,646.88	120,646.88
05/01/2017	115,000.00	6.375%	120,646.88	235,646.88
11/01/2017	-	-	116,981.25	116,981.25
05/01/2018	125,000.00	6.375%	116,981.25	241,981.25
11/01/2018	-	-	112,996.88	112,996.88
05/01/2019	130,000.00	6.375%	112,996.88	242,996.88
11/01/2019	-	-	108,853.13	108,853.13
05/01/2020	140,000.00	6.375%	108,853.13	248,853.13
11/01/2020	-	-	104,390.63	104,390.63
05/01/2021	150,000.00	6.375%	104,390.63	254,390.63
11/01/2021	-	-	99,609.38	99,609.38
05/01/2022	160,000.00	6.375%	99,609.38	259,609.38
11/01/2022	-	-	94,509.38	94,509.38
05/01/2023	170,000.00	6.375%	94,509.38	264,509.38
11/01/2023	-	-	89,090.63	89,090.63
05/01/2024	180,000.00	6.375%	89,090.63	269,090.63
11/01/2024	-	-	83,353.13	83,353.13
05/01/2025	195,000.00	6.375%	83,353.13	278,353.13
11/01/2025	-	-	77,137.50	77,137.50
05/01/2026	205,000.00	6.375%	77,137.50	282,137.50
11/01/2026	-	-	70,603.13	70,603.13
05/01/2027	220,000.00	6.375%	70,603.13	290,603.13

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2003A
\$5,035,000**

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2027	-	-	63,590.63	63,590.63
05/01/2028	235,000.00	6.375%	63,590.63	298,590.63
11/01/2028	-	-	56,100.00	56,100.00
05/01/2029	250,000.00	6.375%	56,100.00	306,100.00
11/01/2029	-	-	48,131.25	48,131.25
05/01/2030	265,000.00	6.375%	48,131.25	313,131.25
11/01/2030	-	-	39,684.38	39,684.38
05/01/2031	285,000.00	6.375%	39,684.38	324,684.38
11/01/2031	-	-	30,600.00	30,600.00
05/01/2032	300,000.00	6.375%	30,600.00	330,600.00
11/01/2032	-	-	21,037.50	21,037.50
05/01/2033	320,000.00	6.375%	21,037.50	341,037.50
11/01/2033	-	-	10,837.50	10,837.50
05/01/2034	340,000.00	6.375%	10,837.50	350,837.50
Total	<u>\$ 4,345,000.00</u>		<u>\$ 4,275,393.90</u>	<u>\$ 8,620,393.90</u>

**MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2003B
\$8,110,000**

Date	Principal	Int. Rate	Interest	Total P+I
11/01/2010	\$ -	5.500%	\$ 43,318.75	\$ 43,318.75
05/01/2011	-	5.500%	43,318.75	43,318.75
11/01/2011	-	5.500%	43,318.75	43,318.75
05/01/2012	-	5.500%	43,318.75	43,318.75
11/01/2012	-	5.500%	43,318.75	43,318.75
05/01/2013	-	5.500%	43,318.75	43,318.75
11/01/2013	-	5.500%	43,318.75	43,318.75
05/01/2014	-	5.500%	43,318.75	43,318.75
11/01/2014	-	5.500%	43,318.75	43,318.75
05/01/2015	1,195,000.00	5.500%	43,318.75	1,238,318.75
Total	<u>\$ 1,195,000.00</u>		<u>\$ 433,187.50</u>	<u>\$ 1,628,187.50</u>

Mediterra South
 Community Development District
 Series 2012 (Fund 211)
 \$6,025,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2012	\$ -	-	\$ 123,185.64	\$ 123,185.64
05/01/2013	215,000.00	2.400%	135,203.75	350,203.75
11/01/2013	-	-	132,623.75	132,623.75
05/01/2014	220,000.00	2.900%	132,623.75	352,623.75
11/01/2014	-	-	129,433.75	129,433.75
05/01/2015	230,000.00	3.100%	129,433.75	359,433.75
11/01/2015	-	-	125,868.75	125,868.75
05/01/2016	235,000.00	3.400%	125,868.75	360,868.75
11/01/2016	-	-	121,873.75	121,873.75
05/01/2017	245,000.00	3.600%	121,873.75	366,873.75
11/01/2017	-	-	117,463.75	117,463.75
05/01/2018	255,000.00	3.800%	117,463.75	372,463.75
11/01/2018	-	-	112,618.75	112,618.75
05/01/2019	265,000.00	4.000%	112,618.75	377,618.75
11/01/2019	-	-	107,318.75	107,318.75
05/01/2020	275,000.00	4.200%	107,318.75	382,318.75
11/01/2020	-	-	101,543.75	101,543.75
05/01/2021	290,000.00	4.400%	101,543.75	391,543.75
11/01/2021	-	-	95,163.75	95,163.75
05/01/2022	300,000.00	4.500%	95,163.75	395,163.75
11/01/2022	-	-	88,413.75	88,413.75
05/01/2023	315,000.00	4.650%	88,413.75	403,413.75
11/01/2023	-	-	81,090.00	81,090.00
05/01/2024	330,000.00	5.100%	81,090.00	411,090.00
11/01/2024	-	-	72,675.00	72,675.00
05/01/2025	350,000.00	5.100%	72,675.00	422,675.00
11/01/2025	-	-	63,750.00	63,750.00
05/01/2026	365,000.00	5.100%	63,750.00	428,750.00
11/01/2026	-	-	54,442.50	54,442.50
05/01/2027	385,000.00	5.100%	54,442.50	439,442.50
11/01/2027	-	-	44,625.00	44,625.00
05/01/2028	405,000.00	5.100%	44,625.00	449,625.00
11/01/2028	-	-	34,297.50	34,297.50
05/01/2029	425,000.00	5.100%	34,297.50	459,297.50
11/01/2029	-	-	23,460.00	23,460.00
05/01/2030	450,000.00	5.100%	23,460.00	473,460.00
11/01/2030	-	-	11,985.00	11,985.00
05/01/2031	470,000.00	5.100%	11,985.00	481,985.00
Total	\$ 6,025,000.00	-	\$ 3,295,684.39	\$ 9,320,684.39

Mediterra South
 Community Development District
 Series 2012 (Fund 212)
 \$3,275,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2012	\$ -	-	\$ 66,968.94	\$ 66,968.94
05/01/2013	115,000.00	2.400%	73,502.50	188,502.50
11/01/2013	-	-	72,122.50	72,122.50
05/01/2014	120,000.00	2.900%	72,122.50	192,122.50
11/01/2014	-	-	70,382.50	70,382.50
05/01/2015	125,000.00	3.100%	70,382.50	195,382.50
11/01/2015	-	-	68,445.00	68,445.00
05/01/2016	130,000.00	3.400%	68,445.00	198,445.00
11/01/2016	-	-	66,235.00	66,235.00
05/01/2017	135,000.00	3.600%	66,235.00	201,235.00
11/01/2017	-	-	63,805.00	63,805.00
05/01/2018	135,000.00	3.800%	63,805.00	198,805.00
11/01/2018	-	-	61,240.00	61,240.00
05/01/2019	145,000.00	4.000%	61,240.00	206,240.00
11/01/2019	-	-	58,340.00	58,340.00
05/01/2020	150,000.00	4.200%	58,340.00	208,340.00
11/01/2020	-	-	55,190.00	55,190.00
05/01/2021	155,000.00	4.400%	55,190.00	210,190.00
11/01/2021	-	-	51,780.00	51,780.00
05/01/2022	165,000.00	4.500%	51,780.00	216,780.00
11/01/2022	-	-	48,067.50	48,067.50
05/01/2023	170,000.00	4.650%	48,067.50	218,067.50
11/01/2023	-	-	44,115.00	44,115.00
05/01/2024	180,000.00	5.100%	44,115.00	224,115.00
11/01/2024	-	-	39,525.00	39,525.00
05/01/2025	190,000.00	5.100%	39,525.00	229,525.00
11/01/2025	-	-	34,680.00	34,680.00
05/01/2026	200,000.00	5.100%	34,680.00	234,680.00
11/01/2026	-	-	29,580.00	29,580.00
05/01/2027	210,000.00	5.100%	29,580.00	239,580.00
11/01/2027	-	-	24,225.00	24,225.00
05/01/2028	220,000.00	5.100%	24,225.00	244,225.00
11/01/2028	-	-	18,615.00	18,615.00
05/01/2029	230,000.00	5.100%	18,615.00	248,615.00
11/01/2029	-	-	12,750.00	12,750.00
05/01/2030	245,000.00	5.100%	12,750.00	257,750.00
11/01/2030	-	-	6,502.50	6,502.50
05/01/2031	255,000.00	5.100%	6,502.50	261,502.50
Total	\$ 3,275,000.00	-	\$ 1,791,671.44	\$ 5,066,671.44

Mediterra South
 Community Development District
 Series 2012 (Fund 213)
 \$4,155,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/31/2008	\$ -	-	\$ 84,882.53	\$ 84,882.53
04/30/2009	150,000.00	2.400%	93,163.75	243,163.75
10/31/2009	-	-	91,363.75	91,363.75
04/30/2010	155,000.00	2.900%	91,363.75	246,363.75
10/31/2010	-	-	89,116.25	89,116.25
04/30/2011	160,000.00	3.100%	89,116.25	249,116.25
10/31/2011	-	-	86,636.25	86,636.25
04/30/2012	165,000.00	3.400%	86,636.25	251,636.25
10/31/2012	-	-	83,831.25	83,831.25
04/30/2013	170,000.00	3.600%	83,831.25	253,831.25
10/31/2013	-	-	80,771.25	80,771.25
04/30/2014	175,000.00	3.800%	80,771.25	255,771.25
10/31/2014	-	-	77,446.25	77,446.25
04/30/2015	180,000.00	4.000%	77,446.25	257,446.25
10/31/2015	-	-	73,846.25	73,846.25
04/30/2016	190,000.00	4.200%	73,846.25	263,846.25
10/31/2016	-	-	69,856.25	69,856.25
04/30/2017	200,000.00	4.400%	69,856.25	269,856.25
10/31/2017	-	-	65,456.25	65,456.25
04/30/2018	205,000.00	4.500%	65,456.25	270,456.25
10/31/2018	-	-	60,843.75	60,843.75
04/30/2019	215,000.00	4.650%	60,843.75	275,843.75
10/31/2019	-	-	55,845.00	55,845.00
04/30/2020	225,000.00	5.100%	55,845.00	280,845.00
10/31/2020	-	-	50,107.50	50,107.50
04/30/2021	240,000.00	5.100%	50,107.50	290,107.50
10/31/2021	-	-	43,987.50	43,987.50
04/30/2022	250,000.00	5.100%	43,987.50	293,987.50
10/31/2022	-	-	37,612.50	37,612.50
04/30/2023	265,000.00	5.100%	37,612.50	302,612.50
10/31/2023	-	-	30,855.00	30,855.00
04/30/2024	280,000.00	5.100%	30,855.00	310,855.00
10/31/2024	-	-	23,715.00	23,715.00
04/30/2025	295,000.00	5.100%	23,715.00	318,715.00
10/31/2025	-	-	16,192.50	16,192.50
04/30/2026	310,000.00	5.100%	16,192.50	326,192.50
10/31/2026	-	-	8,287.50	8,287.50
04/30/2027	325,000.00	5.100%	8,287.50	333,287.50
Total	\$ 4,155,000.00	-	\$ 2,269,586.28	\$ 6,424,586.28