

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

A Public Workshop of the Mediterra North Community Development District's Board of Supervisors was held on **Wednesday, November 29, 2016, at 9:00 a.m.**, at **The Club at Mediterra (Board Room), 15755 Corso Mediterra Circle, Naples, Florida 34110**. Simultaneously, a Regular Meeting of the Mediterra South Community Development District's Board of Supervisors was held.

Present were:

Frank Godshall	Chair
David Risley	Vice Chair
Brian Neary	Assistant Secretary
David Bocchini	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Crismond	Assistant Regional Manager
Alyssa Wilson (<i>via telephone</i>)	Hopping Green & Sams
Dave Robson	District Engineer
Greg Pick	General Manager, MCA
Robert Greenberg	Mediterra South CDD Board Member
Ken Tarr	Mediterra South CDD Board Member
Mike Bishko	Mediterra South CDD Board Member
Dallas Luby	Mediterra South CDD Board Member
John Henry (<i>via telephone</i>)	Mediterra South CDD Supervisor-Elect

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the Mediterra North CDD Workshop and Mediterra South CDD Regular Meeting to order at 9:05 a.m., and noted, for the record, that Supervisors Godshall, Neary, Risley and Bocchini were present, in person, for Mediterra North CDD. Supervisor Van Tassel was not present. For Mediterra South CDD, Supervisors Greenberg, Tarr, Bishko and Luby were present, in person. One seat remained vacant.

SECOND ORDER OF BUSINESS

Discussion: District Matters of Interest

The following items were discussed:

➤ **Consideration of Potential Candidate to Fill Vacant Seat 5, Mediterra South**

Mr. Godshall stated that Mr. Mike Rowe served the Mediterra South CDD community well.

➤ **Consideration of Johnson Engineering, Inc., Professional Services Agreement for Phase Three East Hydrographic**

Mr. Robson contacted the surveyors of Lakes 68 and 69, in June, 2015. Mr. Adams verified the scope of the proposal. The surveyors used bathymetrics, which showed colors to register the depth of the lakes and several cross-sections to see the slopes, which was compared to readings taken when the lakes were constructed.

In response to Mr. Risley's question, Mr. Robson stated that the lakes were on the east side of Mediterra and were of major concern in 2015. The proposal was for the balance of the lakes in Phase 3. Mr. Tarr recalled that the lakes had improper depths. Mr. Robson stated that the proper depth was 20' but the requirements varied, by County. The depth for aeration was 12'. In response to Mr. Greenberg's question, Mr. Robson stated that the depth of those two lakes was 10' to 12'; some go beyond 12' and one was 14' or 15' but none were 20'.

Mr. Greenberg requested that the new lake, Lake 76, not be omitted. Mr. Adams asked if bathymetrics were used in the construction of the pond. Mr. Robson replied affirmatively, as part of the Collier County Site Development Plan. Mr. Adams stated that the bathymetric for Lake 76 should be at no charge. Mr. Tarr believed that the digging of the pond was completed. Mr. Adams stated that the pond was under further review, as modifications were made. Mr. Greenberg assumed that the lake was completed because sewers were installed and the bank was landscaped. Mr. Robson stated that there was time to perform the bathymetrics before Collier County finalizes the permit. Mr. Greenberg asked if there was a process to turn over lakes to the CDD. Mr. Robson replied no, as long as the permit was satisfied. Permits from the South Florida Water Management District (SFWMD) and Collier County were required. SFWMD would require a permit transfer.

Mr. Greenberg voiced concern that the District would be responsible for the aeration and pond maintenance, not knowing about the appearance and depth of the lake, and asked if the District had input before the pond was turned over. Mr. Robson replied that as long as the pond met Collier County and SFWMD permit criteria, and was approved, the District had no enforcement powers. Mr. Greenberg suggested speaking to the developer. Mr. Tarr stated that most CDDs own the land, to the control level of the lake, and suggested that property lines be

established. Mr. Bishko suggested asking the developer to pay for aeration. Ms. Crismond stated that the developer would request CDD permission to install fountains. Mr. Greenberg suggested bubblers, which would be less expensive.

Mr. Tarr stated that the fountains on the east side were impressive, while fountains on the west side were not, and questioned the logistics. Mr. Adams stated that the developer would obtain approval for a fountain that was installed, owned and operated by the developer. Mr. Tarr asked if the fountain equipment was in the lake. Mr. Adams replied yes, except for the panel, which was on the lake bank. Mr. Tarr stated that there was a power line from the box to the bottom, to the fountain in the lake, and asked who was liable, if someone was electrocuted. Mr. Greenberg replied that the MCA was responsible for the fountains. The MCA had reserves and liability insurance. Mr. Adams stated that the MCA had easement rights to the ponds, for operation and maintenance (O&M) purposes. Mr. Greenberg suggested that Mr. Tarr address this issue with the MCA and that the Board ask the developer for a bubbler for the fountain in the Caminetto pond.

Mr. Godshall asked what budget line item the hydrographic would be charged to. Mr. Adams replied water management. Mr. Godshall asked if there was a 70/30 split between the CDDs. Mr. Adams replied that it was a shared operating expense. Mr. Bishko stated that the first page of the contract specified that the consultant performs the services. Mr. Adams stated that this was not the final contract. The proposal would be an exhibit to a supplemental agreement with governmental provisions, which this contract did not have. The Board would approve the scope and Mr. Adams would work with District Counsel. Mr. Bishko wanted the contract to clarify that Johnson Engineering was operating in a contractor/subcontractor capacity and that, on Page 2, under "Billing and Payment", there should be the ability for the owner to obtain reimbursement, if the agreement was terminated. Mr. Adams stated that this would be valid if the District was required to pay an upfront deposit, if the District terminated before the full deposit, the District would receive reimbursement. Mr. Greenberg asked if Section 2 met the provisions of the local government Prompt Payment Act. Ms. Wilson stated that the standard Supplemental Engineering Agreement complied with the Prompt Payment Act. Mr. Bishko asked why the billing address was 9220 Bonita Beach Road. Mr. Adams replied that was his office; invoices were sent to him for review, before forwarding for payment.

Mr. Greenberg clarified that this proposal would be followed by a contract and that the Board was approving the scope of work and cost and authorizing the District Manager and

District Council to ensure that the language meets the ROP and any applicable statute. Mr. Tarr asked about the completion date. Mr. Adams would include it in the contract. Mr. Greenberg requested that this item be placed on the January agenda. Mr. Adams would provide the final agreement to the Board.

➤ **Consideration of Johnson Engineering, Inc., Professional Services Agreement for Pond Health Testing, Analysis and Reporting (Mediterra North 12)**

Mr. Robson stated that Mr. Tim Denison, the Water Resource Scientist, recommended testing 12 lakes. There were three tasks; Task 1, the initial sampling; Task 2, the initial sediment sampling and Task 3, initial surface water quality and sediment reporting. The sediment sampling would provide characterizations of the metals and other heavier sediments. The 12 lakes were not designated, at this point.

Mr. Adams stated that the first agreement was for water quality and sediment testing in one pond in the 12 drainage areas of Mediterra North, with the assumption that, in a drainage area, there would be similar characteristics between ponds and sediment because the ponds were interconnected without separation. The second agreement was for testing all 79 lakes in the community; 22 in Mediterra North and 57 in Mediterra South. The panel of testing that was recommended by Mr. Denison was typical for water quality and health assessment. Someone with Mr. Denison's level of knowledge and expertise could compare the results to typical water quality standards and provide insight on what was triggering any unhealthy situations.

Mr. Tarr asked how the lake would be chosen because a lake adjacent to the golf course would be subject to different conditions than a lake surrounded by homes or with a preserve. Mr. Robson stated that factors would be considered. Mr. Tarr felt that treating every lake was overkill. Mr. Adams agreed. In areas where the drainage was at the head of the system, the first pond in the chain should be tested to determine what was entering the system, before reaching the community. For ponds at the tail of the system, or the ultimate discharge points, the last pond should be tested to determine what was leaving the system. For the middle ponds, a pond should be tested that had diversity of frontage, with a portion of the golf course, a single-family portion, and a roadway portion, for balance.

Mr. Robson stated that communities like Gray Oaks, which had residential lakes on one side and golf course lakes on the other, receive different results, due to landscaper practices on the residential side, and the golf course practices on the golf course side. In response to Mr. Tarr's question, Mr. Robson stated that Grey Oaks tested five lakes that had problems with algae

growths and smell. There were no standards for the stormwater ponds. The standards were for off-site discharge. Since the District ponds were a treatment system, results would be to standard off-site, natural water bodies and not a lake that was in violation.

Mr. Greenberg stated that the purpose of testing was not to remedy a stormwater quality issue; it was to improve the water quality for the health and aesthetics of the community, in the most efficient way. The most appropriate pond in each drainage area should be tested. Mr. Robson recommended ponds that LakeMasters Aquatic Weed Control, Inc. (LakeMasters) identified as having chronic problems and using the most chemical. Mr. Greenberg felt that testing every lake was an inappropriate use of resources and recommended that the Board consider the agreement with the most limited scope.

Mr. Risley asked if the testing was for both CDDs. Mr. Robson replied that all of the lakes were interconnected and discharge to an outfall structure in both Districts. Mr. Greenberg stated that this would be a 70/30 expense shared by both Districts. In response to Mr. Risley's question, Mr. Robson stated that the Florida Department of Environmental Protection (FDEP) sets the natural water body standards and the District would not be in violation until there was discharge off of the property.

Discussion ensued regarding which lakes to test, potential issues, when to test, the frequency of testing, etc.

Mr. Greenberg suggested testing half of the lakes during the dry season and the others in the rainy season. In response to Mr. Greenberg's question, Mr. Robson suggested testing the discharge points in the rainy season.

Mr. Risley asked what elements of quality were being measured. Mr. Robson replied that the most typical were total nitrogen and total phosphorous, conductivity, which was rarely a problem in the area due to the salinity of the water, metals to determine if copper was accumulating, and nutrients, which was a large problem in Pelican Landing. Dissolved oxygen was important for the health of the water. Mr. Risley asked about clarity. Mr. Robson stated that a stormwater treatment pond would not have high clarity but could still be healthy. With the wetlands and the conservation areas within this development, clarity was going to be a rare wintertime event.

Mr. Bocchini stated that there was never any data measuring discharges from outside the Mediterra property. Mr. Adams stated that the District was not required to measure that. Mr. Robson stated that the District was under the presumption of the design criteria. The government

assumed that the design criteria was designed to meet their mandate and was functioning as it should; therefore, the District was presumed to be in compliance.

Discussion ensued regarding the impact of testing at different times, on the findings, when to test, required standards, what might prompt testing, landscaping influences, etc.

Regarding landscaping standards, Mr. Robson stated that Lee County has licensing for landscapers that require the landscapers to be knowledgeable about the best management practices (BMPs). Collier County was rigid. Mr. Greenberg stated that, since part of the District's lake system was in Lee County, the vendors must follow those regulations, which could extend to Mediterra South CDD.

Mr. Bocchini felt that the sediment sampling fee of \$438 per lake, per event, was excessive and asked if the price was negotiable. If the Boards wanted to negotiate, Mr. Robson suggested contacting Mr. Lonny Howard, President of the Johnson Engineering.

Mr. Greenberg recommended engaging Johnson Engineering to perform the lake quality study on the five discharge points, during the dry season, and select the additional seven points, during the rainy season, and report the measurements. Mr. Adams stated that there would be a total of 12, split over two events; this would be the negotiation. Mr. Godshall stated that Mediterra North CDD cannot vote, at this time, and their next meeting was not until January. Mr. Adams stated that January would still be in the dry season. Mr. Bocchini asked if five discharge points would be tested twice, plus two discharges at the top of the system. Mr. Adams replied affirmatively; the time of flow would be important because that was when flow was coming into the head of the system. Mr. Robson would review the drainage plan, identify the heads of the system and choose the best one. In the middle of the dry season, when there was slight water movement, Mr. Robson expected uniformity with the lakes, with the exception of the irrigation lakes.

➤ **Update/Discussion: Insurance Services RFP**

Mr. Luby stated that the District's existing insurance contracts did not expire until September and, if the District tried to cancel, there would be a penalty for early cancellation, which would be above a 10% surcharge. Mr. Luby recommended going out for bids 60 days prior to the cancellation.

Mr. Adams stated that the RFP was issued but the deadline was extended to December 15. He spoke to Gulfshore Insurance (Gulfshore) and AON but received no further clarifications. At this point, Mr. Adams would cancel the RFP.

Mr. Luby asked if the RFP would include Mediterra North CDD. Mr. Adams stated that it was a dual RFP and responses would be provided in separate envelopes.

Mr. Greenberg asked how it coincided with the MCA's insurance and if there were benefits to having a dual policy with the MCA. Mr. Luby felt that the more business the insurance company received, the more competitive they would be. Mr. Greenberg requested that the CDDs interface with the MCA. Mr. Pick stated that the MCA's insurance was up for renewal in June and the RFP process would commence in April or May. Mr. Greenberg asked when the District's insurance policy lapsed. Mr. Adams replied September 3, 2017. Mr. Luby suggested speaking to Gulfshore and AON about the opportunity to provide insurance to the MCA, as well as the District. Mr. Luby stated that it did not obligate the MCA. Mr. Pick was scheduled to meet with Gulfshore in May, about the MCA's insurance, and would speak to them about insuring the District.

Mr. Godshall stated that there were three entities in the community, the District, MCA and The Club. Mr. Luby believed that The Club was insured through Gulfshore. Mr. Godshall suggested that two people from each entity meet with Gulfshore to try to coordinate the efforts. Mr. Greenberg stated that AON was the second largest insurance broker in the United States and asked if there was a Special District Association. Mr. Adams replied that the largest were the Florida League of Cities (FLC), Egis, Florida Municipal Insurance Trust (FMIT) and Preferred Governmental Insurance Trust (PGIT). Egis was the District's current insurance carrier. FLC seemed to be less interested in CDDs these days and more with the bigger municipalities.

Mr. Greenberg stated that the RFP would be deferred and efforts would be coordinated 60 days prior to the insurance policy's expiration. Mr. Adams suggested issuing a July RFP. Mr. Greenberg would meet with Mr. Godshall, the MCA and The Club.

➤ **Update/Discussion: Aeration Installation Project**

Ms. Crismond stated that Lake Masters was finalizing the bid specs and Florida Power & Light (FPL) was evaluating the power for three lakes. Once verified, Staff would advertise and go out for sealed bids.

In response to Mr. Greenberg's question, Ms. Crismond confirmed that the aeration installation project was delayed and she would speak to the developer, London Bay Homes about paying the expense to install aeration systems in Lakes #75 and #76. Mr. Greenberg stated that Lake 75 abuts Cabreo and Caminetto. Mr. Greenberg requested that this item be placed on the January agenda.

Mr. Greenberg asked if the insurance RFP bid opening would be at the June 7 meeting. Mr. Adams replied at the summer meeting. Mr. Bishko recalled that the Board did not want a summer meeting. Mr. Adams stated that the Board must meet in August or September to adopt the budget but the Board would not meet for three months prior to that meeting. The insurance would be included on the same agenda as the budget adoption.

Mr. Greenberg would work on getting the developer to agree to provide aeration. Mr. Godshall felt that Mediterra North CDD should be involved, since the cost was split between the Districts. Mr. Greenberg agreed and would keep the Mediterra North CDD Board informed.

➤ **Update/Status: Lakes 70 and 72 Plant Removal**

• **Placement of Rocks Around Lakes**

Discussion ensued regarding riprap around the lakes, vegetative growth and treatment, littoral plants and maintenance by LakeMasters.

Residents were complimentary about the way that the lake banks were maintained and the amount of effort from LakeMasters. Mr. Bishko stated that a resident called the MCA office, two weeks ago and spoke to a receptionist who said someone would get back to her but no one did. Ms. Crismond stated that the entire lake bank, on Lake #57, was re-planted recently, and would send the photo to Mr. Bishko. Ms. Crismond stated that the lake bank was identified on a tour in September. Mr. Greenberg stated that it was nice to know that people were appreciating that the Board was making an effort to unify the lake banks. Mr. Neary stated that residents were complimentary about the aeration. Mr. Greenberg stated that this was a reason to accelerate the program.

➤ **Pine Straw Purchases**

Mr. Tarr asked how Staff confirmed that the amount of pine straw ordered was the amount being delivered. Mr. Adams replied that pine straw was ordered by the truckload, which was the same maximum amount. Ms. Crismond counted every bale. Mr. Tarr stated that a lot of money was spent on pine straw.

Discussion ensued regarding the amount of pine straw, how the amount was determined, how the MCA purchased pine straw and whether the bidding process was used.

➤ **Recreational Drones in Mediterra**

Mr. Greenberg distributed the Recreational Drone Summary from the Federal Aviation Administration (FAA) and a briefing memo that Mr. Greenberg sent to the MCA Board. If the CDD allowed recreational drones over the preserve areas, there would be two issues; the most

serious issue was drone crashes and the heat starting a fire. The second issue would be a drone malfunctioning, crashing into the preserve and hitting someone. Mr. Greenberg proposed prohibiting flying small, unmanned aerial vehicles over the preserve areas and anyone flying a drone must agree to be strictly liable and have appropriate insurance. Collier County has insurance requirements. The District should have a policy for any commercial vendor wanting to fly over the preserves. They must provide insurance and strict liability, with approval from the District Manager. Mr. Greenberg asked the District Manager and District Council to prepare a resolution for the January meeting.

Mr. Godshall heard, at an MCA meeting, that The Club used drones to observe the property. Mr. Greenberg stated that the MCA used drones to check the perimeter. Mr. Godshall asked if the Districts could legally prohibit the use of any other drones over Mediterra. Mr. Greenberg replied that there was only one Supreme Court case and, legally, the District could prohibit a drone flying 80' to 83' but could not control the air space over 83'. Someone could fly a drone if they were licensed and met FAA requirements. The District could not prevent surveyors, realtors, utilities and hydrologists from flying a drone without the District's permission, as long as they stay above 83'. The District must operate on the notion that, if a drone operator was covered by the FAA, had insurance, was certified and licensed, there was little that the District could do; however, if the drone was under 55 pounds, used for line of sight, recreational use, daylight operation only, the District would have some control. Mr. Greenberg suggested working with the MCA and the Club to have a consistent policy throughout the community.

➤ **Update: Fire Safety Workshop and Merger Workshop**

Mr. Adams confirmed that quorums were established for both Districts for the February 1, 2017 merger workshop and February 9, 2017 fire safety workshop. Mr. Adams would coordinate these meetings with The Club, MCA and neighborhood representatives and try to encourage as much participation as possible.

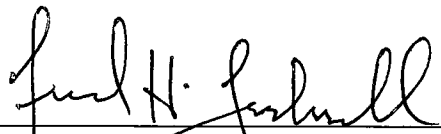
THIRD ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

**On MOTION by Mr. Bocchini and seconded by Mr. Godshall,
with all in favor, the meeting adjourned at 11:52 a.m.**


Secretary/Assistant Secretary


Chair/Vice Chair