

**MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on February 10, 2022 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

Present were:

Robert Greenberg	Chair
Ken Tarr	Vice Chair
Mary Wheeler	Assistant Secretary
Vicki Gartland	Assistant Secretary
John Henry	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Andy Tilton	District Engineer
Sara Zare	MBS Capital Markets, LLC

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:02 a.m. All Supervisors were present in person.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Chairman's Comments

Mr. Greenberg shared news of the passing of Mr. Brian Neary who was a stalwart of the Mediterra North CDD Board and was supportive of the effort to merge the CDDs. Mr. Neary would be missed.

Mr. Greenberg stated that a resident's inquiry led to the discovery of two active wells in the community that are owned by RCS. One well feeds the pond off of 8 and is used to irrigate the golf course. The other well is on the east side of the community. It is used to pump water for the irrigation system that RCS owns and failed to turn over to the MCA in 2010. A resident complained about the smell in Lake 72.

Mr. Greenberg stated Ms. Gartland indicated it was difficult for her to hear when she participated in the last meeting via telephone. Ms. Gartland believed there was at least one handout at that meeting and indicated it was difficult to follow the discussion. Mr. Adams was directed to arrange for Supervisor participation via Zoom if a Supervisor needs to attend virtually. Mr. Adams stated a link would be sent to the Board but not the general public. He indicated that sharing his computer screen would enable those attending virtually to view handouts. Ms. Gartland stated she was unable to see a handout presented at the last meeting. The consensus was that the handout was a map of the CDD's drainage. Mr. Greenberg stated Zoom would be used for screen sharing purposes in the future.

Mr. Tarr asked if discussion of the wells would be taken further. Mr. Greenberg stated it would not because the CDD does not own the wells. Mr. Greenberg expressed his understanding that the smell comes and goes depending on the water height. The well locations were discussed.

Mr. Tarr asked if Mr. Greenberg was sure RCS owns the wells and that they are not owned by The Club. Mr. Greenberg stated The Club could be the owner but his point is that the CDD is not the owner. Mr. Tarr thought that the Mediterra North CDD gave The Club permission. Mr. Greenberg believed The Club was given permission to pump.

Mr. Adams stated they could not take out more water than they could recharge because a net zero effect on lake levels is required and that is right next to Mr. Ken Nails' residence. Mr. Tarr stated Mr. Nails' Lake was affected by that and it did not bother him. Mr. Greenberg stated this matter was shared for informational purposes only. Ms. Gartland asked if a summary about the ownership of wells could be provided at the next meeting.

Mr. Adams believed Mr. Greenberg and Mr. Tarr were copied on an e-mail with information from the Water Management District website regarding six wells. The email contained a graphic from the original hydrogeologist showing the locations of the six wells. He

noted that the graphic might or might not be accurate. The January 2022 monthly pumping report shows flows from six wells. Mr. Adams would forward the e-mail to all Board Members.

Mr. Tarr recalled reading reports about requiring The Club to sink a deeper well. The consensus was that this was much earlier than the recent golf course renovation. Mr. Tarr believed it was related to the Consumptive Use Permit requiring The Club have its own wells rather than buying from RCS. He thought that one of those wells had a higher salt content. Mr. Tarr recalled being concerned at the time that residents would receive more salty water in their gardens because the Monterosso Lake that connects with RCS was being used as a reservoir. What he understood was that The Club would not use that well unless it had to because The Club did not want the salty water either. This was how he learned of the multiple wells.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County and Lee County Supervisors of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

Mr. Greenberg presented Resolution 2022-02. Mr. Adams stated this is a General Election year. This Resolution is nothing new. It is a formality and requests and authorizes the Supervisor of Elections (SOE) to conduct the General Election on behalf of the CDD. Mr. Tarr stated his understanding is that the CDD has never been billed for this service. Mr. Adams stated the SOE is allowed to bill the CDD but he has never seen any County bill for the service.

On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, Resolution 2022-02, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Collier County and Lee County Supervisors of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS**Discussion: Capital Improvement Revenue Refunding Bonds, Series 2022****A. Financing Timeline**

Mr. Henry distributed and presented the revised refunding results in the “Mediterra Community Development District Refunding Update” as follows:

- The principal amount of the bonds to be refinanced is approximately \$7,955,000.
- The current average coupon is 5.09%.
- The par call date at 100% is May 1, 2022.
- The current maximum annual Debt Service on the existing bonds is \$1,019,000, which is a combination of principal and interest.
- The estimated delivery date or closing date for the refinancing was moved up to March 24, 2022 to allow time for documentation and Board review.
- The estimated refunding par is \$7,084,000.

Mr. Henry stated that amount is important because it reflects credit for all of the existing funds now held in the debt balance sheet or the reserves. Any monies in assessments would also be included and reduce the amount to be paid in the new refinancing. That is why the \$7,084,000 is so much less than the \$7,955,000.

Mr. Tarr asked if that is the amount of the new bonds. Mr. Henry replied affirmatively and stated that is the par value of the new bonds.

- The coupon rate is 2.09% which is a savings of 3% on the current interest rate.
- The final maturity date of May 1, 2031 is the same as the old bonds.
- The net present value savings of approximately \$900,000, when taking into account the whole remaining term of the loan, is very substantial.
- The equivalent is 11.4% and the estimated maximum annual debt service is now \$814,000.

Mr. Henry stated the new estimated maximum annual debt assessment of \$814,000 compared to the current \$1,019,000 amount is a reduction of \$205,000 equating to an average 20% reduction. He believed the transaction would be enormously beneficial.

Mr. Greenberg asked Mr. Henry if he calculated the amount of the credit on the annual tax bill. Mr. Henry stated that tax bills vary between estate homes and villas and condos. He estimated it would be from \$140 to over \$400. Mr. Greenberg believed the savings would be a

significant when the Board prepares the Fiscal Year 2023 budget. He felt that and this type of reduction would give the CDD a lot of room if the Operating portion of the budget needs to increase to fund necessary projects.

Ms. Gartland recalled a large increase last year and she believed this reduction might offset that increase. Mr. Greenberg believed it would be a big number and the funds should be utilized. Mr. Tarr stated the Board does not usually see that because only Operating is considered.

Mr. Greenberg thanked District Counsel for substantially reducing their fee following extensive discussions. Ms. Willson stated her firm looks forward to working with the CDD on the transaction and many others to come.

Mr. Henry distributed and reviewed the "Sources and Uses of Funds" and noted the following:

- The par amount of bond proceeds would be \$7,084,000.
- The estimated \$920,690 from liquidation of 2012 the Revenue Account would change as the account fluctuates due to incoming tax assessments. The number was expected to increase slightly and would not be final until the final numbers are issued.
- The liquidation from the 2012 Reserve Account is estimated at \$767,000.
- The liquidation from the 2012 Prepayment Account is estimated at \$35,000.
- The sources of funds total approximately \$8,807,000.
- The uses of funds include "Refunding Escrow Deposits" of approximately \$8,154,000, "Interest Funded Thru 11/1/2022" and the "May 1, 2022 Principal Payment" of \$406,000.
- The savings would be just under \$1 million and a 3% reduction in the annual interest rate would be realized.

Mr. Tarr asked for comment on the "Cost of Issuance" schedule.

Mr. Henry stated the biggest portion of the fee is the MBS Placement Agent Fee of approximately \$106,000. The estimate is based on the par value but it could change slightly. The remaining fees are finalized in Agreements to be approved. Bond Counsel's fee is \$18,000, District Counsel's fee is \$16,000, and Bank Counsel's fee is \$7,500.

Mr. Henry stated the Trustee, US Bank, plays a big role and, in his opinion, US Bank's fees are reasonable. Mr. Greenberg stated that the fees are approximately 16% of the \$1 million.

Mr. Tarr asked if separate contracts with each of the legal firms is necessary or if it was part of the Agreement that fees would be reimbursed.

Mr. Greenberg stated it is similar to a loan where the bank's Counsel would be paid and the Trustee and Verification Agent are independent. Mr. Tarr asked where that appears in the contracts. Mr. Greenberg stated the CDD would have a contract with Kutak Rock and the others would be in the transaction papers.

Mr. Adams stated there would also be a contract with Akerman, LLP.

Mr. Henry stated the discounted savings are all net of these expenses. Mr. Tarr asked who would sign the documents. Mr. Greenberg stated the Board must approve the Engagement Letters and then he would sign them.

Mr. Henry stated the most important consideration is the timeline.

Mr. Adams stated that District Management Staff spoke internally and decided to waive District Management's fees for this transaction. An Assessment Methodology would be provided based on the final numbers, free of charge.

Mr. Greenberg thanked the District Manager on behalf of the Board.

Mr. Henry discussed keeping with the timeline and noted the following:

- The first drafts of the Bond Resolution, the Supplemental Indenture and the Escrow Agreement were received earlier than projected. He and Ms. Willson already provided comments that would likely be reflected on the upcoming draft.
- Comments on all circulated bond documents are due the week of February 14, 2022.
- Final numbers would be circulated the week of February 14, 2022.
- The Supplemental Assessment Methodology, Final Assessment Resolution and revised bond documents would be circulated the week of February 21, 2022 and comments would be received the week of February 28, 2022.
- The agenda deadline for all bond documents, in substantially final form, is March 7, 2022.
- All final documents would be presented for approval at the Board Meeting on March 16, 2022 and there would be a pre-closing that day.

Mr. Henry noted that minor things could come up; therefore, the Board might need to give approval with some latitude in order to close. The interest rate is locked until March 31, 2022 and that deadline must be met because interest rates might have gone up.

Mr. Henry stated Ms. Zare advised him that there is a 20 base point differential.

Mr. Greenberg believed this would be approved at the March 26, 2022 meeting. Mr. Henry stated additional documents would be received prior to the meeting. Mr. Adams stated the document package would be circulated toward the end of the week.

B. Consideration of Akerman LLP, Bond Counsel Engagement Letter

Mr. Greenberg presented the Akerman LLP, Engagement Letter to serve as Bond Counsel. He stated he also reviewed the attachment and found both satisfactory.

On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, the Akerman LLP, Engagement Letter for Bond Counsel Services, was approved.

C. Consideration of Kutak Rock LLP, Issuer's Counsel Engagement Letter

Mr. Greenberg presented the Kutak Rock LLP, Engagement Letter to serve as Issuer's Counsel. He noted Counsel substantially reduced their fee and stated he found the Engagement Letter appropriate in all respects.

On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, the Kutak Rock LLP, Engagement Letter for Bond Counsel Services, was approved.

Mr. Greenberg thanked Mr. Henry and Ms. Zare and the working group for their efforts in regard to this item.

The meeting paused briefly due to audio difficulties.

SIXTH ORDER OF BUSINESS

Continued Discussion: Annual Report via E-Blast and Newsletter

Mr. Greenberg asked for the status of this item.

Mr. Adams stated it is in limbo with the requested revisions.

Mr. Greenberg asked why this was not sent and why everybody micromanaged it. He stated it was circulated and Mr. Adams received a flurry of emails suggesting various changes, such as adding and removing details. He asked if that was a good summary of the events. Mr. Adams replied affirmatively.

Mr. Greenberg stated as a result nothing was sent.

Mr. Henry asked, "so what?"

Mr. Greenberg stated he is not in favor of a "committee" writing a letter.

Mr. Tarr stated a "committee" did not write the letter. He stated that one person drafted it.

Mr. Greenberg stated that Mr. Willis wrote the letter and he rewrote it. Mr. Greenberg indicated that the rest of the Board saw his version of the letter.

Mr. Tarr stated if he had known that they were reviewing Mr. Greenberg's version of the letter, he would have accepted it. Mr. Greenberg stated that is not the point.

Mr. Henry stated he felt that he was a causative factor in this. When he first saw the letter, he felt that nobody would read it because there was so much detail. He thought it was a waste of time to send that much detail and he believed it would be more effective to keep it shorter and include only the highlights.

Mr. Greenberg asked how many new houses were sold. Mr. Tarr stated over 20%. Mr. Greenberg believed all the new residents need to be educated so more detail is needed. He recalled hearing at the MCA meeting that people were complaining about a lack of transparency from the Board. He observed that no members of the public were present at today's meeting and there were no members of the public on the phone.

Mr. Henry stated that is why he feels as he does.

Mr. Greenberg stated that is why he believed more detail should be sent when the Board does communicate. Mr. Henry asked if the communication could be posted on the website. Mr. Greenberg replied affirmatively.

Ms. Gartland stated she made many edits to the document. She agreed about the need to educate new residents but she believed that communications should be very short. She suggested inserting bullet points whenever possible and making it more like an Executive Summary that lists achievements and including a Frequently Asked Questions (FAQs) section at the end to provide general information about CDDs. She noted that Ms. Willson provided a template with information that could be geared toward the CDD. She felt that some things were left out and some things were repetitive. She offered to take responsibility for this item.

Mr. Greenberg stated he felt that Ms. Gartland had some good ideas. He asked her to re-draft the letter, and send it to Mr. Adams for circulation. Mr. Greenberg stated he would like

this sent before the next meeting. He would receive the Supervisors' comments and make final revisions before it is sent.

This item would not be included on the next agenda.

SEVENTH ORDER OF BUSINESS

Discussion: Pipe Ownership Between Lakes 57 and 23

Mr. Tarr recalled the previously presented paper version of the GIS map that depicted areas in red as belonging to other entities and not the CDD. He stated Mr. Chase emailed a schematic and an estimate to him and asked to be advised of other pipes owned by the MCA that should be inspected at the same time. Mr. Tarr stated he finds working with the online GIS map easier because the layers can be rearranged. He started with the depiction of CDD pipes and presented what the GIS system displayed.

Mrs. Adams stated that was because the District Engineer made a change because after the December meeting Staff was directed to change the schematic. Mr. Tilton provided the information to Passarella, who was advised to change the pipes from red to black. After the last meeting, Staff was advised to change them back to red; therefore, if Mr. Tarr were to access the GIS system today it would show the pipes in red.

Mr. Greenberg asked if the pipes belong to the CDD or not.

Mr. Tarr asked Mr. Tilton if this pipe is the one that was built.

Mr. Tilton stated that pipe was the subject of a discussion regarding who should be maintaining and operating it. In the past, it was operated by entities other than the CDD and that is why it was depicted on the map in red. The discussion was about the pipe providing connection between ponds; therefore, it could be maintained by the CDD.

Mr. Greenberg asked whether the owner of the pipe is known.

Mr. Tilton stated at least a portion of the pipe across the golf course is owned by The Club. The question is who owns and operates those portions going between lots and across roads at each end. Ms. Gartland thought that pipes between lakes are owned by the CDD.

Mr. Tilton stated that is generally true but this is not the only one that he has noticed that is in this condition where it is not shown as CDD property.

Mr. Tarr stated this raises the question of, if this pipe goes between lake A and B and that pipe goes between C and D, how can the CDD exclude this pipe or the other ones that go between two lakes.

Mr. Greenberg thought that is an interesting point but he wanted to take it up a level. He felt it would be appropriate to undertake a Legal and Engineering review of all the pipes owned by the CDD and perhaps identify all the pipes that the CDD does not own but that service CDD ponds. At that point, the Board may decide whether to have easement agreements or have fee simple interest in the underground pipes transferred to the CDD. He thought that only one stakeholder should be inspecting the pipes throughout the entire community. In order to do that the CDD must identify the pipes that it does not control or have access to. He suggested authorizing the District Engineer and District Counsel to conduct a land record search and an Engineering Study to identify all pipes that connect lakes within the community that are not owned by the CDD or subject to CDD easement agreements in order to access, maintain, repair and clean.

Mr. Henry asked, absent having some document or land record saying the CDD owns it, is the assumption that the owner of the ground above it owns it?

Mr. Greenberg replied affirmatively. The law in Florida basically states in the absence of an easement the CDD would own everything below the ground, including rights, underground structures and air rights. If it was done properly when the pipes were laid and the community was laid out and the CDD was created, ownership should have been transferred or an underground rights agreement, easement agreement or maintenance agreement should be recorded.

Mr. Henry felt that, absent that, the CDD would have to do it. Mr. Greenberg concurred.

Mr. Tarr stated the CDD has pipes that run under Corso and his understanding was that the CDD maintains those pipes if they are connected to road drain boxes. Mr. Adams stated that is correct; if pipes that connect two lakes go under a road and there are roadside catch basins, the CDD maintains them.

Mr. Tarr stated if he takes what Mr. Greenberg said one step further, the portion under the road belongs to the MCA. Mr. Greenberg stated it does except that there should be a maintenance easement.

Mr. Tilton stated almost all of the plats include language such as that described by Mr. Greenberg. There is an easement across the entire roadway for a number of groups, including the CDD.

Mr. Greenberg stated it was like a utility easement. When looking at the plat and the land records for a house there would be numerous easement agreements and this is no different. He wanted to find all CDD structures that are maintained or should be maintained that do not have recorded documents.

Mr. Tarr asked Mr. Tilton if he had an idea of how many of these exist. Mr. Tilton stated that a half dozen would be a reasonable estimate. He observed one pipe just to the north but he had not surveyed the entire community and prepared an estimate. Mr. Tarr asked if that was another golf course situation. Mr. Tilton stated that much of that particular pipe runs north to south along the main roadway and he did not think there is much golf course area involved in that particular case.

Mr. Tarr asked if Mr. Greenberg wanted to authorize an inspection.

Mr. Greenberg stated he had not decided yet. He wanted to proceed at top level.

Mr. Greenberg asked if 60 days would be adequate for this project. Mr. Tilton believed it would be reasonable for his part. Ms. Willson believed the best approach would be for Mr. Tilton to determine all the areas of the pipes and for her to then look for conveyance agreements after he has identified those areas.

Mr. Greenberg stated this would be included on the April agenda.

Mr. Henry noted that the MCA and The Club might have ownership. He asked if a shortcut for this might be a supplemental agreement with each entity stating that any and all pipes under existing property owned by The Club or the MCA is granted a permanent easement to the CDD to maintain those pipes.

Ms. Willson stated similar approaches have been taken in other communities when the research is arduous and just the major pipes from the lands that they own can be identified. Ms. Gartland thought it seems that if the end conclusion would be that another entity owns it, the CDD would still be the one to maintain it.

Mr. Greenberg asked Ms. Willson if that is a recordable agreement she was contemplating. Ms. Willson stated she thought so if the CDD can identify those areas and stated that perhaps it may be limited to drainage easements. Mr. Greenberg asked if the drainage

easements would need to be identified. Mr. Henry felt that the time to do the research would be if a challenge arose in the future.

Mr. Adams believed that the CDD would discover that most of the pipes at the crossing over the golf course and going from lake to lake are actually housed in primary drainage easements that are dedicated on a plat. He stated the one in question included most pipework in a primary drainage easement. The plat that was included in Phase II included a primary drainage easement dedicated to the CDD. While there were missing pieces due to drainage easements between homes, it looked like most of the rest was primary drainage easement; language on the plat dedicated the easement to the CDD and to Long Bay Partners. Mr. Tarr asked what Mr. Adams was viewing. Mr. Adams stated he was viewing the GIS Map and was putting the plat layer up and the easement layer up showed that 95% of the pipe in question was covered by the primary drainage easement. Mr. Adams demonstrated the GIS program for Mr. Tarr.

Mr. Greenberg asked what kind of Agreement Ms. Willson would contemplate if Mr. Henry's suggestion were to be followed. Ms. Willson stated she was contemplating an Acknowledgment of Maintenance Obligation Conveyance with a Bill of Sale or some other interest in those pipes, as well as a license agreement to the MCA and The Club property to maintain them. The Agreement could be recorded over those easements in the public records or an acknowledgment of the Agreement could be recorded in the community.

Mr. Tarr stated what Mr. Adams pulled up was very interesting. Mr. Adams stated he found some pipes without an easement layer over them. Discussion ensued regarding the need to identify the pipes. Mr. Greenberg stated they should identify the pipes that can be identified online and reconfirm the rest. Mr. Adams stated it would be nice to have the Agreement as a backstop in case something is missed.

Mr. Greenberg stated the plan would be to try and identify those pipes that have not been covered by an easement and a blanket acknowledgment would be drafted to include the entire community. Mr. Tilton would still identify pipes that are not covered. An extensive records search would not be necessary but the Agreement would include pipes that are not covered and reaffirm all the others.

Mr. Tarr and Mr. Adams discussed various portions of the pipes depicted on the GIS map that were inside and outside of plats. Mr. Tarr asked if it would make sense to authorize payment of \$300.

On MOTION by Ms. Wheeler and seconded by Mr. Henry, with all in favor, authorizing the District Engineer to identify areas that are not covered by a prior easement and authorizing District Counsel to prepare an easement agreement or other appropriate document to incorporate the CDD’s responsibility and right to maintain, repair and inspect, and to reaffirm that all other easement areas previously identified are covered by the CDD’s right to operate, maintain and repair, was approved.

- **Consideration of M.R.I. Inspection, LLC, Estimate #3217**

On MOTION by Mr. Tarr and seconded by Mr. Henry, with all in favor, M.R.I. Inspection, LLC, Estimate #3217, in the amount of \$300, was approved.

Ms. Gartland asked if there is a difference between ponds and lakes.

Mr. Greenberg stated there is no difference.

Mrs. Adams stated that M.R.I. started structural inspections on February 8, 2022. She would submit a Change Order.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of December 31, 2021

Mr. Greenberg presented the Unaudited Financial Statements as of December 31, 2021. Mr. Tarr asked if The Club paid and took the discount. Mr. Adams believed so.

Mr. Tarr asked if the projected Unassigned fund balance was still accurate. Mr. Adams replied affirmatively.

On MOTION by Mr. Henry and seconded by Mr. Tarr, with all in favor, the Unaudited Financial Statements as of December 31, 2021, were accepted.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Kutak Rock LLP*

There was no report.

B. District Engineer: *Johnson Engineering, Inc.*

Mr. Tilton recalled a question about Operation & Maintenance (O&M) of the eastern swale along Imperial Golf Estates (IGE). The swale receives water from a major outfall from the south side of the community and the north swale along the same entity that receives water from the secondary outfall. He received an email from Collier County stating that the north and west swales are maintained by IGE. The County's opinion was that the eastern swale could be the CDD's responsibility based on permit action when the community was permitted. Based on his research and unless somebody hid something in a more recent permit action, the original permit and the first modification for this community's construction contained nothing of that nature.

Mr. Tilton voiced his opinion that the community could offer to perform some maintenance but it is not a requirement. The second paragraph states that upon completion of Veterans Memorial Parkway, which is currently under construction, the County would take over that maintenance because the roadway will go into the north swale along with this community's southwestern outfall. He noted that other communities have found that the County's level of maintenance is not up to the desired standards. Augmented maintenance might be offered but the CDD is not obligated. Maintenance would depend on the type of maintenance the CDD wants.

Mr. Greenberg asked if the CDD should wait to see what the County does. Mr. Tilton stated his belief that the CDD is high enough that water will discharge as permitted and it would not be impeded by the amount of growth that is there today. Mr. Tarr asked if Mr. Tilton meant the growth around the structure. Mr. Tilton stated he meant the structure or the conveyance down the soil. Mr. Tarr stated he was not very concerned about what is 300' away from the structure because it will move what it has to, once the water is out. Mr. Tilton stated that structure was designed so that water coming out of the community goes through a pipe, up through the structure and then discharges out through the grate. If a piece of material happens to lay on it while it is not discharging, it will get dislodged by the water flowing out.

Mr. Tarr recalled that the box had a top and open sides. He believed all the growth around the structure was along the sides. Mr. Greenberg asked if this was a matter of a few minutes of work with a weedwhacker. Mr. Tarr suggested hiring Cintron to clean 25' around the box and asked how long that would take. Mr. Tilton stated if clearing right around the box is all that is needed it is a much shorter area but the swale is ¼ mile long. Mr. Greenberg asked if whatever is by the box would impede outflow. Mr. Tilton stated anything growing there would give some impedance. The question is whether it gives enough impedance to cause the community a problem. While it creates some impedance in its current condition, he did not think it is imperative to fix it. Discussion ensued regarding hiring Cintron or SOLitude to address the issue. The consensus was for the District Manager to resolve the issue in the most cost effective means possible.

Mr. Henry asked if that would create an obligation to maintain the swale. Mr. Greenberg stated it would not. Mr. Tarr asked what would be necessary to enter the property. Mr. Tilton stated he would work with Staff regarding a notice to enter the property.

Mr. Greenberg asked if they should wait until road construction is completed in case concrete debris is dumped in the area.

Mr. Tilton did not see that as an issue in the area in question since the community pipe goes under the road and there is no connection to the roadway drainage. Mr. Tilton recommended leaving the outflow from the south, west into the north swale, and ultimately to the east swale until construction is done because that should be the County's responsibility until road construction is completed. Mr. Tarr asked for before and after pictures to be taken.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: March 16, 2022 at 3:00 p.m.**
 - **QUORUM CHECK**

The next meeting would be held on March 16, 2022.

D. Operations Manager: *Wrathell, Hunt and Associates, LLC*

- **Key Activity Dates**

The January Key Activity Dates Report was included for informational purposes and would be updated as needed.

Mr. Tarr asked Mrs. Adams to review the SOLitude inspection report that was emailed to the Board. Mrs. Adams stated the manager compiles information into a spreadsheet and

data was provided for December and January. A resident adjacent to Lake 62 called to complain about the noise. Various solutions were attempted to soften the noise echoing across the waterway, including insulation. The aeration was shut down affecting four lakes due to the compressors being turned off for now. Mr. Greenberg asked why the compressors were turned off and asked if they can be run during the day and turned off at night. Mr. Adams stated the noise issue needs to be resolved because turning them off is inefficient. Mr. Greenberg asked if new compressors are needed. Mrs. Adams stated the compressors were newly installed in 2016. Mrs. Adams stated SOLitude checked them and there were no issues. Mr. Tarr stated they do not exceed acceptable decibel levels. Mr. Greenberg asked if bushes on the lake side would dampen the noise. Mr. Tilton stated bushes do not absorb as much sound as a hard surface but fencing with bushes would be more effective than bushes alone. Mrs. Adams stated that contractors are trying to find fencing and this has been an ongoing project. The fence would be as high as the compressors, which is approximately 2' high.

Mr. Greenberg stated the compressors cannot be turned off. He directed Mrs. Adams to advise the resident that a solution is being sought to dampen the noise but the compressors cannot be turned off due to oxygen levels. He asked for the homeowner to be kept informed and advised of when the fence would be installed. Mr. Greenberg asked if this expense is in the budget. Mr. Adams stated the expense would be a few hundred dollars. Mr. Henry asked if there is a way to build a structure around the compressors to deaden the sound. Mrs. Adams stated Staff is investigating the options. Mr. Tarr recalled that this was done several years ago. Mrs. Adams stated the compressors are already insulated. Mr. Greenberg asked if a final report and estimate would be provided at the next meeting. He requested a sound meter reading at the location of the compressor and at the residence.

Mr. Tarr stated the SOLitude report was very nice and asked how Staff tracks things that are not working. Mrs. Adams stated she executes work orders. She discussed the steps taken to address the issue. Mr. Tarr asked if the report is wanted every month. Mr. Greenberg stated he did not want it as it is Operational and is not a Board level report. Mr. Henry stated he received a notification when his aeration was not working and asked if there is a similar type of communication available. Mr. Willis stated that Wi-Fi is not available in the field.

A Board Member stated in December four people complained about noise. Mrs. Adams stated there was one complaint affecting four compressors that were all linked together on that

side of Lake 62. A map was consulted to determine the exact location. Mr. Adams stated Lake 62 is in the north section, west of Treviso Way. Mrs. Adams stated the electrical service supplies four ponds and the complaint was by one homeowner. Mr. Tarr asked for the homeowner's name. Mrs. Adams stated she did not remember the homeowner's name. The exact location of the compressors and ponds were discussed.

Mr. Greenberg voiced his opinion that the Board needs to agree that resident complaints would not cause aerators to be turned off without Board approval. Mr. Tarr stated he would feel better if a noise reading was taken. Ms. Gartland stated her assumption was that a reading was taken in response to complaints.

Mrs. Adams stated SOLitude took decibel readings. Mr. Tarr asked what decibel reading is acceptable. Mr. Willis stated he believed that 70 or 80 is acceptable and the reading was 65. Mrs. Adams stated it was well below what is allowed. Mr. Greenberg asked if the reading was taken from 15' of the resident's home. Mr. Willis replied affirmatively.

Mr. Greenberg believed the sense of the Board is correct, a process is in place to resolve issues and that Staff should not turn off compressors. The sense of the Board was that complaints that cannot be resolved would be brought to the Board. A decibel reading would be taken across the pond and a fence and shrubs would be priced. Mr. Henry felt that the solution to deaden the sound should be looked at. Mrs. Adams stated the box was already insulated and SOLitude is obtaining prices for another solution.

On MOTION by Ms. Wheeler and seconded by Mr. Tarr, with all in favor, authorizing Staff to resolve the sound issue, in a not-to-exceed amount of \$1,000, was approved.

Mr. Greenberg asked Mrs. Adams to advise the resident that funds were authorized to address the issue. The compressors would be turned on immediately. He stated he would discuss the issue with the resident if necessary.

TENTH ORDER OF BUSINESS

Old Business

Ms. Wheeler noted that a meeting was held three weeks ago yet those meeting minutes were not available yet. Mr. Adams explained that, when the Board requires the draft minutes

10 days in advance of each meeting and a meeting is moved up a week, it is difficult to meet the 10-day requirement. Ms. Wheeler recalled that the 10-day rule was put in place so that time would not be spent discussing minutes at meetings. Mr. Greenberg stated, in the future, if the timing for the next meeting is shortened to three weeks from the previous meeting, due to emergencies, there would be “no 10-day notice” and the draft would be provided in the agenda.

Mr. Tarr stated he emailed District Management to advise that there were no minutes in the agenda and he was advised that there would be two sets of minutes in the next agenda. He stated he emailed back to suggest she email the Supervisors of what she told him. Mr. Greenberg stated Mr. Tarr was dealing with the wrong person and, in the future, he should address this with Mrs. Adams. Mr. Tarr expressed his disappointment that his request was not followed. Mr. Adams recalled that this has happened in the past when turnaround time did not allow for the minutes to be prepared in time for the next meeting. Mr. Tarr reiterated his disappointment that his suggestion was not accommodated. Mr. Adams thanked the Board for allowing Staff the ability to exempt from the standard 10-day rule if meetings are moved.

ELEVENTH ORDER OF BUSINESS**Supervisors’ Requests**

Mr. Henry believed the Board previously discussed trying to move meetings to 9:00 a.m., instead of 3:00 p.m., and he noticed that some meetings are still scheduled for 3:00 p.m. Mr. Adams stated availability of the meeting room is limited during this time of the year. Mr. Greenberg suggested Mr. Adams book rooms in advance for next year so that the Board has a chance to get their preferred time.

Mr. Tarr stated the agenda distribution list used to show all recipients but that has disappeared. He asked if the agenda is still being distributed to the list. Mr. Adams stated it is being distributed via blind copy to all recipients. Mr. Tarr asked if Staff knows that Tim was replaced by Bill. Mrs. Adams stated Staff has Bill’s information. Mr. Greenberg asked why blind copy is being used. Mrs. Adams stated because it keeps Supervisors from emailing each other, which would be a violation of the Sunshine Law. This way, if Supervisors want to comment they are only commenting to Staff.

Mr. Tarr stated the CDD used to work very hard to send notifications to the community about CDD meetings but that seems to have stopped. Mr. Greenberg asked what notification

Mr. Tarr was talking about. Mr. Tarr stated an e-blast used to be sent to the community regarding upcoming CDD meetings. Mr. Adams stated nothing changed on the CDD's side and emails are still sent to the MCA for distribution. He would assume it is still MCA policy to send emails to the community. Mr. Greenberg stated it might be because of the change in leadership at the MCA. He suggested Mr. Tarr address it with the MCA. Mr. Tarr stated he would take care of it.

Mr. Tarr asked if Ms. Wheeler, Mr. Henry and Mr. Greenberg are familiar with the Agreement between the CDD and the MCA regarding deer hunting. The consensus was the Board is familiar with it. Mr. Tarr suggested including an update on this topic on the next agenda. He believed there is something about insurance that is important to consider. He was concerned that this might have been overlooked due to the change of General Manager. Mr. Greenberg felt that it is the MCA's responsibility to educate the new General Manager about all the policies and agreements.

Mr. Tarr felt that the CDD Board is responsible for educating the CDD Supervisors about the issue. Mr. Greenberg believed that Mr. Henry is already familiar with the issue because he was on the MCA Board. Ms. Wheeler stated she is not up to speed on the issue.

Mr. Greenberg stated he would forward the Agreements for the Supervisors' information and future discussion. He did not want to include it on the next agenda because the bond matters would take a lot of time. Mr. Henry stated he would like to ensure there is adequate time for everybody's questions related to the bonds answered.

Mr. Tarr stated he would like to address this at some point and asked when deer hunting season starts. Mr. Henry asked if Mr. Tarr could address the specific question with the MCA since they have all the Agreements. Mr. Adams stated there is a perpetual Agreement between the CDD and the MCA and, once they conduct the counts and they determine that there is a cull number, they engage the hunter. The hunter is required to submit a Certificate of Insurance because he is attached as a joinder to the MCA Agreement.

Mr. Tarr asked if the CDD is not concerned about the insurance because the CDD is holding the MCA responsible. Mr. Greenberg stated the CDD requires the MCA to have sufficient insurance naming the CDD as an additional insured. Mr. Tarr asked if that is an annual policy. Mr. Greenberg stated it is part of the MCA's responsibility when they obtain insurance. Mr. Adams stated a Certificate of Insurance is received annually and, in the event the insurance

is canceled, the insurance company would be required to forward a Notice of Cancellation. Mr. Tarr asked when the last Certificate of Insurance was received. Mr. Willis stated the last one was dated June 2020 from Gulfshore Insurance, it is a Certificate of Insurance for Liability and Workmen's Compensation for Robert Jason Williams and Biological Services. Mr. Tarr believed that is the person who does the counts. Mr. Adams stated another person does the hunting. Mr. Willis stated he has a Certificate of Insurance from Cintron. Mr. Tarr believed Cintron is going to obtain a special insurance policy. Mr. Greenberg asked if that is between the MCA and Cintron. Mr. Tarr voiced his opinion that it is not if the CDD is asking for protection. Mr. Greenberg stated the CDD is asking for a certificate stating the CDD is an additional insured. Mr. Tarr asked on what type of policy the CDD wants to be an additional insured. Mr. Greenberg stated on whatever type of policy the MCA and the hunter agree on because they need to be protected. Mr. Tarr stated the details were vague in his mind.

Mr. Greenberg stated this would be added to the April agenda. He asked Mr. Willis to circulate the Agreements and the last Certificate of Insurance and include them in the agenda. This would be a discussion item in April.

Mr. Adams stated the Certificate of Insurance was with Cintron and Sky Management in 2021. Mr. Greenberg asked Mr. Willis to obtain the coverage and rider amounts from the MCA. Mr. Willis stated it looked like \$1 million. Mr. Tarr asked if that is enough. Discussion ensued regarding insurance and liability.

Ms. Willson stated the CDD also has sovereign immunity and there is discussion in the Legislature about increasing the sovereign immunity cap. This may need to be revisited if that legislation passes. Right now, she believed the cap is \$500,000 per occurrence and \$300,000 individually.

A question was raised as to whether the CDD's insurance would separately cover if there is a gap in the MCA's insurance. Mr. Greenberg stated these matters would be discussed in April. Mr. Tarr asked for an update on the D&O Coverage. Mr. Adams stated the coverage is \$5 million.

Ms. Gartland voiced her opinion that the fire reduction removal maps are difficult to read. She asked if a paper copy could be generated and asked how far along the removal is. Mr. Tilton stated he has not calculated a percentage. Mr. Tilton stated a map was received a few days ago showing the progress. A progress report would be provided at the next meeting.

Mr. Tarr stated the crew came back to meet the standard and they are finishing Verona. For some reason the crews are skipping Cortile for now. Ms. Gartland stated the top of the map was cut off and, at some point, the rest of the map in the area known as the Five Exits should be included.

Regarding the prior discussion about decibel levels for noise, Mr. Willis stated that Lee County's nighttime level is 66 and Collier County's level is 68 according to the County websites. When the noise was measured it was at 62. The consensus was that the noise level was high enough to address it.

TWELFTH ORDER OF BUSINESS

Public Comments (3 minutes)

There were no public comments.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Tarr and seconded by Ms. Wheeler, with all in favor, the meeting adjourned at 10:36 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair