

**MINUTES OF MEETING OF THE
MIROMAR LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Miromar Lakes Community Development District's Board of Supervisors was held on Thursday, November 10, 2016, at 2:00 p.m. at the Beach Clubhouse, 18061 Miromar Lakes Parkway, Miromar Lakes, Florida 33913.

Board members present and constituting a quorum were:

Michael Hendershot	Chairman
David Herring	Vice Chairman
Doug Ballinger	Assistant Secretary
Alan Refkin	Assistant Secretary

Board members absent were:

Burnett Donoho	Assistant Secretary
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Staff present:

James Ward	District Manager
Greg Urbancic	District Counsel
Bruce Bernard	Calvin Giordano & Associates
Charlie Krebs (on phone)	District Engineer

Audience:

Dennis Bretz	Brightview Landscape
Kevin Kallner	Estate Landscaping
Charlie Hendson	Estate Landscaping
Jeff Balycot	Crawford Landscaping
Tim Byal	Miromar Development
Mike Elgin	Miromar Development

1. Call to Order & Roll Call

Mr. Ward called the meeting to order at 2:10 p.m. Roll call determined that all members of the Board were present with the exception of Supervisor Donoho.

2. Consideration of Minutes

a) September 29, 2016 Regular Meeting

Mr. Ward asked for any additions, corrections or deletions to the Minutes and one correction was noted, the word “state” changed to “estate.”

Motion was made by Mr. Rifkin and seconded by Mr. Ballinger to approve the Minutes as described above, and with all in favor, the motion was approved.

3. Consideration of Award of Bid for Landscaping Services

Mr. Ward said the primary purpose of the meeting was the consideration of the awarding of bids for the landscape maintenance services for the District. He stated the contract was awarded last year to Estate Landscaping, and obviously, there have been issues with respect to landscaping, and so the Board had authorized the rebidding of the services.

Mr. Ward then explained that he would ask Mr. Bernard to go through the bids that had been submitted and answer questions. Following this, he said they would open the meeting to Board comments, and then they would ask for public comments which he asked would be limited to no more than three minutes.

Mr. Bernard directed the Board to the spread sheet that had five bids within ten percent and three of the bids were within less than five percent. He stated all bids were balanced, means and methods were all up to contract, and all the contractors were bidding on the same items. He stated that the understanding of the staff was it depended on the Board's determination of the lowest responsible and responsive bidder to award this bid, and the main motivation was to rebid to have a hands-on approach to maintenance items to keep a higher standard of service.

A Board member said there were large discrepancies in terms of the amount on certain line items, one company bid \$3,000 and another will bid \$34,000 for the same service. He said he wanted to make sure that for whatever company they selected met their standards. Mr. Bernard responded that the bid specifications pertain to those line items and whoever gets the bid will be held to those bid specifications for that work, whatever their bid amount is.

Another Board member asked if there could possibly be a misunderstanding about the line item because he felt that was just too much of a discrepancy. Mr. Bernard stated that they should not be looking so much at line items as the total price of the contract.

The Board asked if the contractors had been interviewed and the response was affirmative and that references had been checked and were acceptable for all companies. In addition, it was asked if there was a group they had met with that was particularly impressive. Mr. Bernard explained that before each bid was accepted, each bidder was walked through the community, but after the bid was submitted, there had been not been any meetings. Mr. Bernard said they did an analysis of the bidder before their bid was submitted. The Board asked if Mr. Bernard was familiar with all five of the bidders, and he responded in the

affirmative and shared some information about each one. The Board asked if some of the other sites that these companies managed had been visited, and the response was negative.

The Board complimented Mr. Bernard on his work for this project. Mr. Ward added his compliments for the extra effort in working with the vendors.

A Board member commented there was a "To Be Determined" response on Crawford's bid. Mr. Ward said anything that was in the TBD column was basically not within the context of the bid itself, and the vendors would be asked for separate pricing. Mr. Ward also affirmed that all the bidders had put TBD in that particular category.

Mr. Ward then asked if there were comments from the audience.

Mr. Jeff Balycot from Crawford Landscaping said the agenda stated that it was required that all bidders enclose in their sealed bids certain items, and one was the number of employees assigned to the project. He pointed out that Brightview did not include that information. He also stated that he noticed it requested bidders to submit satisfactory evidence and experience of like work and Brightview had not indicated anywhere that they had the equipment needed for the property. He pointed out that Brightview did not include their signature nor had they included the license of one of their subcontractors.

Blake Crawford, owner of Crawford Landscaping, said he did notice that the proposed awarded bid was quite a bit less than what they were paying currently. He pointed out that in his line of work you really did get what you paid for as it was a very labor intensive business. He emphasized that his bid was less than they had budgeted. He added that he was the owner of Crawford Landscaping and very involved in his business, which was a local company. Lastly, he noted that the proposed bid orders three services to be subcontracted and his company will do everything including the services of a landscape architect, and they do not subcontract anything. They own their own equipment, including 100 vehicles, and have 200 employees. The Board asked if he would have to hire additional personnel to do this contract, and he responded in the negative.

Dennis Bretz from Brightview Landscape said he didn't know where he missed a step and was it allowed to review other proposals. Mr. Ward responded that the proposals are public and on the District's website. Mr. Bretz said he would be happy to provide any information missing from his proposal. The Board asked Mr. Bretz to explain why his price on the Florida Gulf Coast University berm was ten percent of everyone else's. He responded that some of the cost was blended in with another piece of it.

The Board then asked Crawford Landscaping about their charge for the ficus, which was much lower than others. Jeff Balycot said it is similar to what Dennis from Brightview mentioned in that they had taken the whole number and kind of backed into it. Blake Crawford added that when they bid the ficus white fly treatment, it was bid in with pest control.

Dennis Bretz continued by saying that Brightview Landscape was the largest landscape company in the country and they did over \$2 billion dollars in the US and were also in Puerto

Rico and the Bahamas. In the state of Florida, they did \$250 million with branches that were associated with Disney, from Jacksonville to Key West. He stated they have two branches in this area, one on Alico Road and one in Bonita Springs, 150 employees and he is the manager and has been with the company for 23 years, branch manager has been with the company for 15 years, and the associate branch manager for 30 years. He stated the 150 employees work in Ft. Myers. He mentioned some of their contracts including WCI Gateway, Mercado, Hyatt Regency, and the fact that they are very familiar with large properties. He added that they have been awarded the Brooks CDD contract, which they had previously maintained for four years from 2011-2014.

Kevin Kallner of Estate Landscaping said that it was with regret that they had to go through this process, and he apologized for what the District was having to go through. He stated that discussing the issues with Mr. Bernard was the first time he had been made aware of them. Mr. Bernard told him that Miromar Lakes felt that his company did not value their business, weren't proactive, and explained the issue with trimming of the bougainvillea. He said he immediately replaced the account manager that they had had for seven years with the operations supervisor, the key account manager who will put fresh eyes on the whole property. He pointed out that the bougainvillea had gotten cleaned up but that it was old and leggy, and at their own expense, they put in new bougainvillea to enhance the area. They also paid to fix the St. Moritz berm. He said he was not sure why that area died. Mr. Kallner said it was not how they fell, but how they got back up that was important. One of the things they noticed in the CDD budget was that the enhancement budget was fairly low, \$20,000, and so in their proposal, they said they would improve their communication and be there for the Board to answer questions. He is the owner of Estate Landscaping and his problem was he was not made aware of the problems. He stated they had put together an enhancement budget, and if Miromar Lakes select their bid, they will give money back for the enhancements they do.

The Board responded by saying that it should not even know that there is a problem; the landscape company should know and fix it before it reaches them. He added the Board would have liked them to be proactive rather than reactive.

Estate Landscaping responded by saying that they meet with the HOA side weekly and drive through and give recommendations. They invited the District to do the same but it wasn't done. He said that he had given the district proposals and ideas of what to do, but there wasn't budget for it. He agreed that there also was a communication gap.

A Board member asked Mr. Kallner if he was aware of the difference of opinion concerning the berm that Estate Landscaping finally corrected where the contract called for like plantings. Mr. Ward and others pointed out that that was not Estate Landscaping's issue, but it was a Lee County problem. However, a Board member pointed out that it was Mark from Estate Landscaping who informed them that "like" plantings did not exist, which was not true.

Mr. Ward thanked the audience for all its comments and asked the Board to make a decision.

The Board asked Mr. Bernard to give his choice as he ultimately would be the person who would deal with the company and perhaps there was a company that he had the most confidence in meeting the objectives of the District. Mr. Bernard said all three firms could fill those needs, and he did not feel he wanted to make a recommendation. The Board asked questions and had discussion about who to choose.

Motion was made by Mr. Herring and seconded by Mr. Hendershot to accept the bid from BrightView Landscaping Company, and with 3 in favor and 1 opposed (Mr. Ballinger opposed), the motion was approved.

4. Staff Reports

a) District Attorney

Mr. Urbancic reported that the annual tax bill had been received and one of the things on the tax bill was the University override for landscaping and they receive a partial credit for maintaining the berm by Ben Hill Griffin Parkway. He reported that last year the bill was \$32,000 and this year it was \$52,000. He said he was trying to get more information about it, but so far his inquiries were being ignored.

Mike Elgin, who was in the audience, stated that he was the only member left to the Board of the MSBU, and he does not have access to the information that they need. He said that he was not aware of any increase, and he urged that they continue to probe the issue.

Mr. Urbancic said the bottom line was they didn't know who determined the increase or if the increase is legal. The Board asked what role Center Place may have in this, and the response was none due to the boundaries.

A discussion ensued about the issue of this large tax increase and who could be contacted to explain the increase. The point was also made by the Board that they are not sure if the \$52,000 includes the credit that they receive. Mr. Ward said the bill must be paid by the end of the month to take advantage of the 4 percent discount.

b) District Engineer – No report.

c) Asset Manager

Mr. Bernard reported that they had received the cost estimate for the Lake 5 South Berm. He said the new roadway will go between FGCU and Alico West, and the cost for the roadway landscaping and the fence will probably be an additional \$390,000. All agreed that a six foot fence and landscaping were needed or people would just walk over the berm which would create a security problem. Mr. Bernard said they could put in a hedge with the fence, and it would be less expensive, but then it wouldn't look like the rest of the berms.

Pertaining to South Florida Water Management District Compliance, Mr. Bernard reported there are only four outstanding items which all have to do with bank erosion, the rip rap, getting modification for the retaining wall and fixing the other rip rap fence. He stated that all other compliance issues have been resolved.

d) District Manager - No report.

5. Supervisor's Requests and Audience Comment

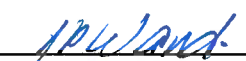
Mr. Ward was asked when lakes were usually transferred, and he responded the developer usually takes the lead on that. A Board member said the developer had turned a lake over to the Homeowners' Association. Mr. Ward said that should have come to the CDD. He said generally when the developer is finished, they dedicate the lakes to the CDD. He indicated he would look into the matter.

6. Adjournment

With no further comments or questions from the Board, Mr. Ward asked for a motion to adjourn.

Motion was made by Mr. Ballinger and seconded by Mr. Refkin to adjourn the meeting, and with all in favor the motion was approved.

The meeting was adjourned at 3:16 p.m.



James P. Ward, Secretary



David Herring, Vice Chairman