

**MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on June 16, 2021 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 (via telephone)	Vice Chair
Mary Wheeler	Assistant Secretary
Vicki Gartland	Assistant Secretary
John Henry (via telephone)	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
Gary Nychyk	Johnson Engineering, Inc.
Tammy Campbell (via telephone)	McDimit Davis

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:07 a.m. Supervisors Gartland, Wheeler and Greenberg were present, in person. Supervisors Henry and Tarr were attending via telephone.

SECOND ORDER OF BUSINESS

Chairman's Comments

Mr. Greenberg stated that the Six Order of Business was the result of needing legal advice after attending a meeting with The Club and to try to correct a problem that occurred in between two CDD Board meetings.

THIRD ORDER OF BUSINESS

Presentation of Mediterra Community Development District's Audited Annual Financial Report for the Fiscal Year Ended September 30, 2020, Prepared by McDirmit Davis

Ms. Campbell presented the Audited Financial Report for Fiscal Year Ended September 20, 2020 and reviewed the pertinent information in the Audit. The Audit was consistent with past years. It was a clean, unqualified Audit; there were no findings, irregularities or instances of noncompliance. Board Members posed questions about items in the Report and were satisfied with Ms. Campbell's explanations. Mr. Adams would ensure that the Accounting Department inserts a note in the unaudited financial statements indicating that the bank is holding \$10,000 until the aeration installation project loan is paid in full. It was noted that, based on the date of the letter, the Audit should have been emailed to the Board and included on the May agenda and that the taxpayers can pay their property tax bill which includes the CDD assessments in quarterly installments on June 30th to receive a higher discount.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2021-09, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2020

Mr. Greenberg presented Resolution 2021-09

On MOTION by Ms. Wheeler and seconded by Ms. Gartland, Resolution 2021-09, Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2020, was adopted.

FIFTH ORDER OF BUSINESS

Discussion/Consideration: RFPs for Preserve Fire Reduction Program (to be provided under separate cover)

Mr. Gary Nychyk, of Johnson Engineering, Inc., presented a spreadsheet reflecting the Request for Proposals (RFP) bids received from SOLitude Lake Management (SOLitude), EarthBalance and Cintron Landscape Services to service the Preserve Fire Reduction

Management 3-Year Rotation, which was emailed to the Board. He noted that all firms were provided with and understood the scope of work as defined in the RFP.

The Board discussed cost variances between the respondents, the scope of work and Staff's confidence in Cintron's ability to provide the services, at the costs specified. Mrs. Adams received Cintron's response yesterday but decided not to include the responses in the agenda package to prevent duplicate submissions but she would ensure that the RFP responses are attached to the minutes. Mr. Adams noted that Cintron is currently on site and their bid was below the threshold requirement for sealed bidding. Discussion ensued about the termination clause, Cintron adding the number of labor days needed to complete the project, Staff making sure the contract includes a penalty provision, the scope of work and removing downed trees.

Whether to complete the project in one year, instead of over the course of three years, was discussed. Mr. Tilton did not see an issue, as long as the project is performed on a three-year rotation. Mr. Nychyk recommended confirming the number of days allotted to perform the work, to avoid exceeding budget. Staff was asked to, in the future, email the scope of work with the bids to the Board.

Mrs. Adams was directed to review the scope of work, confirm that it includes fallen trees and, if not, revise the scope and negotiate a one-year contract with Citron at the price indicated and determine if extra days are needed and, if so, insert it into the contract. The project would commence in the fall, during the dry season. Mr. Adams would revise the budget, add an "Assigned" fund balance line item and show the buildup of reserves going forward, year-over-year, commencing with Fiscal Year 2023. Staff was directed to notify the Board if the costs exceed the additional amount provided.

Mr. Tilton discussed the "fuel" areas identified.

On MOTION by Mr. Greenberg and seconded by Ms. Gartland, the Cintron proposal for the Preserve Fire Reduction Program, subject to the following modifications, 1) completing the work in one year, 2) Staff creating a fund balance equal to 40% of \$170,000 for Fiscal Year 2023 and ensuring that the scope of services includes removal of fallen trees, 3) commencing the project as early as possible in the dry season and 4) negotiating the number of days, at a not-to-exceed price of \$168,000 and including a late completion penalty in the contract and directing Staff to return to the Board if the price increase exceeds \$5,000, was approved.

- **Update: Conservation Area Restoration Activities Behind 10806 Cortile Way**
This item, previously the Tenth Order of Business, was presented out of order.

Mr. Adams reported the following:

- All items associated with the Restoration Plan were implemented, except for installing the cypress trees and signs, which, upon receipt, SOLitude expected to complete next week.
- The South Florida Water Management District (SFWMD) indicated that it was in agreement with the Restoration Plan proposed by the District and Mr. Nychyk.
- The two-year base monitoring event would be implemented once SOLitude and the SFWMD sign off on the baseline, as well as two subsequent inspections to ensure the Plan is successful will occur.

Discussion ensued regarding the cost to the homeowners and the letter to the homeowners should come from Mr. Greenberg rather than District Counsel.

- Mr. Adams would send a letter and invoice to the homeowners and include follow-up monitoring costs, upon SFWMD signing off on the project.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-10, Adopting an Amended and Restated Policy Governing Engagement of District Staff by Board Members; and Providing for Severability and Effective Date

Mr. Greenberg stated emailing Resolution 2016-06 to the Board was a prelude to discussion about amending the existing policy. Resolution 2021-10 proposed requiring Board Members requesting legal advice on urgent matters between meetings to go through the Chair, or, in the Chair's absence, the Vice Chair, instead of going through the District Manager. The request was made due to an incident in which after meeting with The Club, he needed engineering and legal input to decide if The Club could build in the preserves and if this needed to be brought before the Board or if he could resolve it himself.

Discussion ensued regarding the policy originally being initiated because the prior Board incurred high legal costs. This type of policy does not exist in other CDDs.

Ms. Willson clarified that Board Members would be obtaining approval to engage District Counsel on matters between Board meetings; they would not be engaging in a conversation with the Chair or Vice Chair.

The following changes were made to Resolution 2021-10:

Page 1, Section 2, first sentence: Change “Outside” to “Other than meetings” and insert “or the Vice Chairman, in the Chair’s absence” after “Chairman”

Mr. Greenberg stated the outcome of whether The Club can build in the preserve was pending, as he needed to review the SFWMD permits he received from the District Engineer.

On MOTION by Mr. Greenberg and seconded by Ms. Gartland, Resolution 2021-10, as amended, Adopting an Amended and Restated Policy Governing Engagement of District Staff by Board Members; and Providing for Severability and Effective Date, was adopted.

The revised Resolution would be emailed to the Board and District Staff.

SEVENTH ORDER OF BUSINESS

Discussion: Setting Website Content Policy

Mr. Greenberg wanted the CDD website to be easier for users to navigate as, in his opinion, it is not user-friendly. He wanted all agenda packages and documents posted on the website, not just some. He suggested creating a formal, written policy on what items are posted to the website and when. Mr. Tarr recalled a prior request to catalog and post all Resolutions on the website. Mr. Adams stated that the Cloud share link to the CDD’s records of proceedings would be posted on the website later this week or early next week.

The Board agreed to form a Sub-Committee and designated Mr. Tarr and Ms. Gartland as the Board Members to study the issues and make a recommendation, rather than incurring the costs to convert documents not required on the website or compliant with the Americans with Disability Act (ADA) requirements. The first workshop meeting would be in the Fall, when Mr. Tarr returns to Florida; the workshop would be advertised accordingly. In response to Mr. Tarr’s suggestion to post it on the CDD website home page, Ms. Willson would email her firm’s “What CDDs are” brochure to the Board and Staff.

▪ **Discussion: Potential of Refinancing the Series 2012 and 2013 Bonds Prior to 10-Year Call Date Expiration**

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

Mr. Adams provided the following updates from his conversation with Mr. Kessler, of FMS bonds, the District's Bond Underwriter:

- May 1, 2022 and May 1, 2023 are the earliest dates to refinance the Series 2012 and Series 2013 bonds, respectively. If the Board decides to proceed, then beginning the process in October 2021 was suggested in order to implement the activity in January 2022.
- The suggestion was to close out the 10-year term call notes remaining for each Series, via a bank loan, instead of municipal investments, as interest rates continue to fall slightly, even with the threat of corporate tax rates increasing.
- Quotes from FineMark National Bank & Trust (FineMark), who refinanced another CDD's bonds, and Synovus Bank, used by the District for the aeration project, would be obtained.

The Board agreed to proceed with the process and directed Mr. Adams to schedule dates and email an outline of the steps and costs involved to the Board. Discussion ensued regarding whether the Board is obligated to educate homeowners about their option to prepay their debt assessments in full, adding this information to the website and including it in the notices to homeowners as well as providing the MCA with written information to distribute to new homebuyers during orientation.

THE FOLLOWING SECTION WAS TRANSCRIBED

VERBATIM, PER THE CHAIR'S REQUEST

Mr. Greenberg: Provide a one-page handout to MCA stating "On your tax bill will be a line item for the CDD, this includes the operation and maintenance line item and the bond reduction or payment which is principal and interest which funded the infrastructure of the stormwater management system and Preserves within Mediterra. For more information go to"

SUMMARY TRANSCRIPTION RESUMED

The transcribed section would be emailed to Mr. Greenberg to include with his letter to homeowners and in the tax bill. It was determined it would not be feasible to close out the

outstanding principal and reserve note with the bank due in 2022, as the processing fees would eliminate any potential savings.

EIGHTH ORDER OF BUSINESS**Continued Discussion: Fiscal Year 2022
Proposed Budget and Setting Assessment
Levels for August Public Hearing**

Mr. Adams highlighted the adjustments to the proposed Fiscal Year 2022 budget, related to the Capital outlay FCB loan and increasing fund balance line items that were discussed at the last meeting. The FY2022 Proposed Assessment level would be \$1,053.55, an increase of \$233.55 from Fiscal Year 2021.

Discussion ensued about budgeting for interest income, building the fund balance to meet with unanticipated expenses, as well as the MCA and The Club's expected assessment expenditures. Mr. Adams would research why the projected fund balance surplus amount varied significantly, on Pages 4 and 7, and determine if the larger amount should be moved to prepay bonds. The next proposed budget would include "Actuals through 5/31/22" when presented at the June 2022 meeting.

The following changes would be made to the proposed Fiscal Year 2022 budget:

Page 4, Electricity: Insert "31,500"

Page 4, Conservation area fire mitigation clean up: Change "prgram" to "program" and delete "It is anticipated that this program will be implemented on a three year rotational cycle so that 1/3rd of the"

Page 4, Aquascaping/aesthetic enhance/pipe cleanout: Align 100,000 figure

Page 1, Telephone, Printing & binding and flat fee line items: Rolled up into "Management" fees

On MOTION by Mr. Greenberg and seconded by Ms. Wheeler, with all in favor, the Fiscal Year 2021/2022 Proposed Budget, as amended, for the purposes of Setting Assessment levels for the August Public Hearing and sending Mailed Notice of the assessment increase to homeowners, was approved.

NINTH ORDER OF BUSINESS

Discussion: Potential of Refinancing the Series 2012 and 2013 Bonds Prior to 10-Year Call Date Expiration

This item was presented following the Seventh Order of Business.

TENTH ORDER OF BUSINESS

Update: Conservation Area Restoration Activities Behind 10806 Cortile Way

This item was presented following the Fifth Order of Business.

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of April 30, 2021

Mr. Greenberg presented the Unaudited Financial Statements as of April 30, 2021. Discussion ensued over the verbiage “Capital outlay” used for the drain pipe repair project. “Capitol” would be removed from future proposed budgets. The financials were accepted.

TWELFTH ORDER OF BUSINESS

Approval of May 19, 2021 Regular Meeting Minutes

Mr. Greenberg presented the May 19, 2021 Regular Meeting Minutes. Mrs. Adams noted that edits were submitted to management. The following change was made.

Line 6: Change “in” to “outside”

On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, the May 19, 2021 Regular Meeting Minutes, as amended to include today’s edits and edits submitted to Management, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Hopping Green & Sams, P.A.*

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

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

Mr. Tilton confirmed that the Governor's Executive Order about the gas pipeline falls within the COVID-19 extension, which expires June 26, 2021; he will draft a letter on June 28, 2021 regarding the Lake 74 permit.

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

Mr. Adams presented and recommended approval of the design modification application submitted by the MCA for Ms. Andrien to replace an existing fence, at 15187 Brolio Way, in the same location along the lakes edge. The Board approved the request, subject to confirmation from District Staff that a consent encroachment agreement would be executed and recorded with the County.

- **NEXT MEETING DATE: August 18, 2021 at 9:00 A.M.**
 - **QUORUM CHECK**

Mr. Greenberg, Ms. Wheeler and Mr. Henry confirmed their in person attendance at the August 18, 2021 meeting. Ms. Gartland and Mr. Tarr would attend via telephone. Mr. Henry and Ms. Wheeler, who would fly in to attend the meeting were asked to submit their expenses to Mr. Adams for reimbursement.

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

Mrs. Adams reported the following:

- Inspection of the additional five outfall structures was completed in May and the results were emailed to the Board indicating no blockages were found.
- The Padova landscape project was completed last week, as the brown egg rocks have been installed. Upon further inspection, GulfScapes is installing six more bales of pine straw tomorrow. Mrs. Adams would notify the homeowner of completion of the project.
- The Annual Lake Audit is scheduled to commence this Friday.

Mr. Shane Willis was introduced as the newest member of District Management's team, replacing Ms. Smith.

- **Key Activity Dates**

The June Activity Dates Report was provided for informational purposes and would be updated, as needed.

FOURTEENTH ORDER OF BUSINESS

Action/Agenda or Completed Items

All references to Ms. Smith will be replaced with Mr. Willis.

Items 11, 14 and 20 through 28 were completed

Items 19 through 28: Change date to 05.19.21

FIFTEENTH ORDER OF BUSINESS

Old Business

Mr. Tarr asked if the MCA letter notifying of the status change from off-roll to on-roll assessments was sent. A separate letter, for the property tax notice, would be sent this week.

SIXTEENTH ORDER OF BUSINESS

Supervisors' Requests

Mr. Tarr noted that the financial disclosure form from the Supervisor of Elections office, still shows Mediterra South CDD. Mr. Adams would call and request a name change and, if there is no progress, he would send an official letter requesting the name change.

Mr. Henry left the meeting.

SEVENTEENTH ORDER OF BUSINESS

Public Comments

There being no public comments, the next item followed.

EIGHTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor, the meeting adjourned at 11:13 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair

ATTACH TO
MINUTES

**Mediterra Community Development District
Preserve Management 3-Year Rotation Proposals**

	Year 1-North of Cir		Year 2-Within Circle		Year 3-Southern Outliers		TOTAL Trimming	TOTAL Raking	GRAND TOTAL
	Palmetto Trim	Raking	Palmetto Trim	Raking	Palmetto Trim	Raking			
Solitude	\$31,428.00	\$47,142.00	\$38,232.00	\$57,348.00	\$24,408.00	\$36,612.00	\$94,068.00	\$141,102.00	\$235,170.00
EarthBalance	\$65,700.00	\$43,800.00	\$77,700.00	\$51,800.00	\$52,800.00	\$35,200.00	\$196,200.00	\$130,800.00	\$327,000.00
Cintron	\$39,090.00	\$12,000.00	\$54,670.00	\$21,000.00	\$31,240.00	\$10,000.00	\$125,000.00	\$43,000.00	\$168,000.00

↓
UNDER SEALED
BID THRESHOLD

Mediterra CDD

Attn: Cleo Adams



(239)768-1472

RE: Proposal for preserve area maintenance

Option	Description	Year 1: North of Circle	Year 2: Within Circle	Year 3: Southern Outliers	Total
1	Remove fallen branches Prune dead fronds on lower palms Prune/remove low lying dead/dry plants	\$39,090	\$54,670	\$31,240	\$125,000
2	Raking of Pine needles and duff from preserve	\$12,000	\$21,000	\$10,000	\$43,000
				Total	\$168,000

Signature of this proposal constitutes agreements to its terms and description.

Customer Signature _____

Date _____

SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com

PROPERTY NAME: Mediterra CDD

CONTRACT DATE: June 7, 2021

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Ground Raking for North of Circle Zone

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The fee for the Services is **\$47,142.00**. The Customer shall pay 50% of this service fee (**\$23,571.00**) upon mobilization of crews. The balance (remaining 50% of fee) will be invoiced to the Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

GROUND RAKING SERVICES

NORTH OR CIRCLE ZONE:

1. Solitude Lake Management will conduct a ground raking.
2. The contract includes raking all loose dry detritus from the treatment area, all raked material will be disposed of by Solitude.
3. Pricing is valid only if both services are provided.
4. All removal zones are 60' wide as marked on the attached map.
5. Pricing may be amended in the event that a large storm creates more vegetative debris than would occur naturally.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: Mediferra CDD
CONTRACT DATE: June 7, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: Palmetto Trim for North of Circle Zone

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$31,428.00**. The Customer shall pay 50% of this service fee (**\$15,714.00**) upon mobilization of crews. The balance (remaining 50% of fee) will be invoiced to the Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

PALMETTO TRIM/TREE AND CABBAGE PALM DEBRIS REMOVAL SERVICES

NORTH OR CIRCLE ZONE:

1. Solitude Lake Management will conduct a palmetto trimming , and branch removal.
2. The contract will include trimming all palmetto fronds to mimic a natural fire regime as well as the removal of all trimmed palmetto fronds.
3. The contract will also include the removal and disposal of all downed trees, tree branches, and cabbage palm fronds..
4. Pricing is valid only if both services are provided.
5. All removal zones are 60' wide as marked on the attached map.
6. Pricing may be amended in the event that a large storm creates more vegetative debris than would occur naturally.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismond@whhassociates.com

PROPERTY NAME: Mediferra CDD

CONTRACT DATE: June 7, 2021

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Ground Raking for Southern Outliers Zone Year Three

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$36,612.00**. The Customer shall pay 50% of this service fee (**\$18,306.00**) upon mobilization of crews. The balance (remaining 50% of fee) will be invoiced to the Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

GROUND RAKING SERVICES

SOUTHERN OUTLINERS ZONE:

1. The contract will include raking all loose dry detritus from the treatment area, all raked material will be disposed of by Solitude.
2. Pricing is valid only if both services are provided.
3. All removal zones are 60' wide as marked on the attached map.
4. Pricing may be amended in the event that a large storm creates more vegetative debris than would occur naturally.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismond@whhassociates.com
PROPERTY NAME: Mediterra CDD
CONTRACT DATE: June 7, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: Palmetto Trim for Southern Outliers Zone Year Three

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$24,408.00**. The Customer shall pay 50% of this service fee (**\$12,204.00**) upon mobilization of crews. The balance (remaining 50% of fee) will be invoiced to the Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



SCHEDULE A - SERVICES

PALM TRIM/TREE AND CABBAGE PALM DEBRIS REMOVAL SERVICES

SOUTHERN OUTLINERS ZONE:

1. Solitude Lake Management will conduct a palmetto trimming, and branch removal.
2. The contract will include trimming all palmetto fronds to mimic a natural fire regime as well as the removal of all trimmed palmetto fronds.
3. The contract will also include the removal and disposal of all downed trees, tree braces, and cabbage palm fronds.
4. Pricing is valid only if both services are provided.
5. All removal zones are 60' wide as marked on the attached map.
6. Pricing may be amended in the event that a large storm creates more vegetative debris than would occur naturally.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

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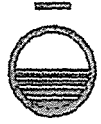
SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: Mediterra CDD
CONTRACT DATE: June 7, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: Ground Raking for Within Circle-North Zone year two.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$57,348.00**. The Customer shall pay 50% of this service fee (**\$28,674.00**) upon mobilization of crews. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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SCHEDULE A - SERVICES

GROUND RAKING/YEAR TWO SERVICES

WITHIN CIRCLE-NORTH ZONE:

1. The contract will include raking all loose dry detritus from the treatment area, all raked material will be disposed of by Solitude
2. Pricing is valid only if both services are provided.
3. All removal zones are 60' wide as marked on the attached map.
4. Pricing may be amended in the event that a large storm creates more vegetative debris than would occur naturally.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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SERVICES CONTRACT

CUSTOMER NAME: Cleo Adams #239-989-2939 crismondc@whhassociates.com
PROPERTY NAME: Mediterra CDD
CONTRACT DATE: June 7, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: Palmetto Trim for Within Circle-North Zone year two.

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The fee for the Services is **\$38,232.00**. The Customer shall pay 50% of this service fee (**\$19,116.00**) upon mobilization of crews. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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SCHEDULE A - SERVICES

PALMETTO TRIM/YEAR TWO SERVICES

WITHIN CIRCLE-NORTH ZONE:

1. Solitude Lake Management will conduct a palmetto trimming , and branch removal.
2. The contract will include trimming all palmetto fronds to mimic a natural fire regime as well as the removal of all trimmed palmetto fronds.
3. The contract will also include the removal and disposal of all downed trees, tree branches, and cabbage palm fronds.
4. Pricing is valid only if both services are provided.
5. All removal zones are 60' wide as marked on the attached map.
6. Pricing may be amended in the event that a large storm creates more vegetative debris than would occur naturally.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

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Price Quote

PROJECT NAME: Mediterra Preserve Management

ATTENTION: Cleo Adams, Assistant District Manager
Mediterra Community Development District
c/o Wrathell, Hunt & Associates, LLC
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
Cleo.Adams@whhassociates.com

PRICE QUOTED:

Task	Description	Event Price
1	2021 Maintenance Trimming North of Circle	\$65,700.00
<input type="checkbox"/> Option 1*	2021 Duff Removal North of Circle	\$43,800.00
2	2022 Maintenance Trimming within Circle	\$77,700.00
<input type="checkbox"/> Option 2*	2022 Duff Removal within Circle	\$51,800.00
3	2023 Maintenance Trimming of Southern Outliers	\$52,800.00
<input type="checkbox"/> Option 3*	2023 Duff Removal of Southern Outliers	\$35,200.00
Total w/out Options 1-3		\$196,200.00
Total w/ Options 1-3		\$327,000.00

*Options can be performed in conjunction with its associated task, but will not be done as a standalone.

SCOPE OF WORK:

Task 1 – 2021 Maintenance Trimming North of Circle

EarthBalance® will provide the labor and materials necessary to trim and remove debris from the preserve at the Mediterra Community Development District located in Lee and Collier Counties, Florida. This task will include maintenance trimming of vegetation and removal of vegetative debris within the preserve as outlined in the Mediterra Preserve Management Plan (March 2018). Trimming and debris removal will occur in the hatched areas located in the North of Circle Maintenance Block on the attached map. All debris will be removed from the site entirely and disposed at an approved facility. All work will be directed by a qualified project manager.

EarthBalance® will perform the services described in **Task 1** for a fixed fee of **\$65,700.00**.

Task Option 1 – 2021 Duff Removal North of Circle

EarthBalance® will provide the labor and materials necessary remove accumulated pine duff as outlined in the Mediterra Preserve Management Plan (March 2018) from the preserve at the Mediterra Community Development District located in Lee and Collier Counties, Florida. Removal will occur in the hatched areas located in the North of Circle Maintenance Block on the attached map. All work will be directed by a qualified project manager.