

MEDITERRA

COMMUNITY DEVELOPMENT DISTRICT

October 19, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Mediterra Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Fax: (561) 571-0013•Toll-free: (877) 276-0889

October 12, 2022

Board of Supervisors
Mediterra Community Development District

ATTENDEES: Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on October 19, 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. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*3 minutes*)
3. Chairman's Comments
4. Consideration of Agreement with MBS Capital Markets, LLC to Monitor Markets for Potential Refinance of Series 2013 Bonds
5. Discussion: Erosion – Lake 6 Repair Options/Costs
6. Consideration of Johnson Engineering, Inc., Fee Modification
7. Continued Discussion: Nature Trail Design and Analysis (Plans, Costs, etc.)
8. Acceptance of Unaudited Financial Statements
 - A. As of July 31, 2022
 - B. As of August 31, 2022
9. Approval of September 7, 2022 Public Hearing and Regular Meeting Minutes
10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 16, 2022 at 9:00 A.M.

○ QUORUM CHECK

Mary Wheeler	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Kenneth Tarr	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
John Henry	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Robert Greenberg	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Vicki Gartland	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

- Key Activity Dates

11. Action/Agenda or Completed Items

12. Old Business

- A. Discussion: Cintron Landscape Penalty
- B. Update: Cintron Landscape Agreement for Preserve Area Clearing Services (*Executed September 2021*)
- C. Update: EarthBalance Agreement for Preserve Management Plan Initial Trimming (*Executed April 2018*)
- D. Update: Letter to Homeowners of Lots 7 & 8 Regarding the Installation of Sand Beach Areas (CDD Will Not Take Action)

13. Supervisors' Requests


- Insurance Information – Renewals

14. Public Comments (*3 minutes*)

15. Adjournment

Should you have any questions, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,


 Chesley "Chuck" E. Adams, Jr.
 District Manager

FOR RESIDENTS TO 'LISTEN IN' TO THE BOARD MEETING
 CALL IN NUMBER: 800-245-3047
 CONFERENCE ID: MEDITERRA
 CONFIRMATION CODE: 83594

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
 CALL-IN NUMBER WILL BE PROVIDED WITHIN 24 HOURS OF MEETING
 FEEL FREE TO CONTACT 561-571-0010 FOR CALL-IN NUMBER
 CONFIRMATION CODE: 83594
 EVENT TITLE: MEDITERRA CDD BOARD OF SUPERVISORS

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

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MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

October 19, 2022

Board of Supervisors
Mediterra Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Mediterra Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") for the purpose of refunding the District's outstanding Series 2013 Bonds (the "Prior Bonds"). This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



MBS CAPITAL MARKETS, LLC

- Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be the greater of \$50,000 or 1.50% of the total par amount of Bonds issued.

The Underwriter shall also bear the cost of obtaining an investment grade rating with the actual cost of the rating to be paid from the proceeds of the Bonds only to the extent Bonds are issued.

- Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon written notice to the non-terminating party.
- Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
- Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
- Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



MBS CAPITAL MARKETS, LLC

This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "Brett Sealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



MBS CAPITAL MARKETS, LLC

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

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September 2, 2022

Mr. Chuck Adams, District Manager
Mediterra CDD
c/o Wrathell, Hart, Hunt & Associates
9220 Bonita Beach Road
Suite 214
Bonita Springs, Florida 34135

Delivered via adamsc@whhassociates.com

Re: Johnson Engineering, Inc. - New Rate Schedule

Dear Mr. Adams and Board of Supervisors:

Like many firms, we try to absorb increased expenses on a yearly basis but rising labor, health care, home and fuel costs have exceeded everyone's expectations, especially here in Southwest Florida. Revising our rates has also become necessary for us to retain and attract employees with the level of professional expertise that you have come to expect from us.

Attached is our new rate schedule that went into effect on August 9, 2022. Our master contract allows us to take a fee modification before the Board once a year. We believe our new rates continue to remain competitive with that of other top-tier consulting firms. We would appreciate it if this could be addressed at the next Board Meeting in September for an October 1, 2022, start date. You may want to attach these new rates to your Professional Services Agreement with us for future reference.

After 75 years, our firm's focus remains the same and that is your satisfaction. Your project is important to us and if there is anything we can do better to help you, please let us know.

Very truly yours,

JOHNSON ENGINEERING, INC.

Andrew D Tilton Digitally signed by Andrew D Tilton
Date: 2022.09.02 13:38:28 -04'00'

Andrew D. Tilton
For the Firm

Enclosure
ADT/mfc
20023589-001



**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
August 9, 2022**

Professional

9	\$300
8	\$245
7	\$225
6	\$200
5	\$175
4	\$160
3	\$150
2	\$125
1	\$115

Technician

6	\$165
5	\$140
4	\$120
3	\$100
2	\$80
1	\$70

Administrative

3	\$95
2	\$85
1	\$70

Field Crew

4-Person	\$245
3-Person	\$210
2-Person	\$165

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$400

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

CEI Services Manager	\$185
CEI Senior Project Administrator	\$165
CEI Project Administrator	\$150
Contract Support Specialist	\$125
Senior Inspector	\$115
CEI Inspector III	\$105
CEI Inspector II	\$95
CEI Inspector I	\$85
Compliance Specialist	\$95
CEI Inspector's Aide	\$70

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

A

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2022**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2022**

	Governmental Funds				Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2013	Debt Service Series 2022	
ASSETS					
Cash					
Operating	\$ 605,662	\$ -	\$ -	\$ -	\$ 605,662
Investments					
BB&T - CDARS	1,497	-	-	-	1,497
Series 2013					
Revenue	-	-	197,896	-	197,896
Reserve	-	-	75,000	-	75,000
Series 2017 Note					
Reserve*	10,000	-	-	-	10,000
Series 2022					
Revenue	-	-	-	102,574	102,574
Principal	-	-	-	3	3
Interest	-	-	-	69,538	69,538
COI	-	-	-	124,017	124,017
Electric deposit	2,346	-	-	-	2,346
Total assets	<u>\$ 619,505</u>	<u>\$ -</u>	<u>\$ 272,896</u>	<u>\$ 296,132</u>	<u>\$ 1,188,533</u>
LIABILITIES AND FUND BALANCES					
Liabilities					
Accounts payable	<u>\$ 25,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,000</u>
Total liabilities	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,000</u>
Fund Balances					
Restricted for:					
Debt service	-	-	272,896	296,132	569,028
3 months working capital	254,253	-	-	-	254,253
Unassigned	<u>340,252</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>340,252</u>
Total fund balances	<u>594,505</u>	<u>-</u>	<u>272,896</u>	<u>296,132</u>	<u>1,163,533</u>
Total liabilities and fund balances	<u>\$ 619,505</u>	<u>\$ -</u>	<u>\$ 272,896</u>	<u>\$ 296,132</u>	<u>\$ 1,188,533</u>

* Required bank loan reserve which will be applied to final payment

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ -	\$ 1,108,439	\$ 1,107,013	100%
Interest and miscellaneous	6	82	-	N/A
Total revenues	<u>6</u>	<u>1,108,521</u>	<u>1,107,013</u>	100%
EXPENDITURES				
Administrative				
Supervisors	-	7,320	9,900	74%
Management	4,164	41,644	49,973	83%
Accounting	1,392	13,917	16,700	83%
Audit	-	4,000	10,000	40%
Legal	1,714	10,251	10,000	103%
Field management	1,275	12,750	15,300	83%
Engineering	6,721	53,818	95,000	57%
Trustee	-	-	10,000	0%
Dissemination agent	333	3,333	4,000	83%
Arbitrage rebate calculation	500	500	1,500	33%
Assessment roll preparation	417	4,167	5,000	83%
Postage	18	1,266	1,000	127%
Insurance	-	11,070	11,800	94%
Legal advertising	196	5,118	4,000	128%
Contingencies	160	1,566	2,500	63%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	<u>16,890</u>	<u>171,810</u>	<u>247,763</u>	69%
Water management				
Contractual services	18,739	169,145	237,400	71%
Aquascaping/cutbacks/pipe cleanout	49,000	60,200	100,000	60%
Conservation area fire mitigation clean up	25,000	151,000	175,000	86%
Lake bank erosion repairs	-	-	75,000	0%
Electricity	3,225	29,390	31,500	93%
Capital outlay-drain pipe repair	-	41,565	-	N/A
Future aeration replacement	5,797	19,993	9,000	222%
Capital outlay-aeration FCB loan pymt*	-	90,146	112,177	80%
Total water management	<u>101,761</u>	<u>561,439</u>	<u>740,077</u>	76%
Other fees & charges				
Property appraiser	-	2,807	14,587	19%
Tax collector	-	15,862	14,586	109%
Total other fees & charges	<u>-</u>	<u>18,669</u>	<u>29,173</u>	64%
Total expenditures	<u>118,651</u>	<u>751,918</u>	<u>1,017,013</u>	74%
Excess/(deficiency) of revenues over/(under) expenditures	(118,645)	356,603	90,000	
Fund balances - beginning	713,150	237,902	206,899	
Fund balance - ending (projected)				
Assigned				
3 months working capital	254,253	254,253	254,253	
Unassigned	340,252	340,252	42,646	
Fund balances - ending	<u>\$ 594,505</u>	<u>\$ 594,505</u>	<u>\$ 296,899</u>	

*Florida Community Bank is holding a \$10k debt service reserve amount

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 210 - SERIES 2012 (REFUNDED 1999 & 2001 BONDS)
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 1,021,758	\$ 1,056,882	97%
Interest	-	58	-	N/A
Total revenues	<u>-</u>	<u>1,021,816</u>	<u>1,056,882</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	635,000	0%
Prepayment	-	25,000	-	N/A
Interest	-	200,089	400,178	50%
Total debt service	<u>-</u>	<u>225,089</u>	<u>1,035,178</u>	22%
Other fees & charges				
Property appraiser	-	1,841	10,852	17%
Tax collector	-	11,638	10,852	107%
Total other fees & charges	<u>-</u>	<u>13,479</u>	<u>21,704</u>	62%
Total expenditures	<u>-</u>	<u>238,568</u>	<u>1,056,882</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	-	783,248	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(20)	(1,818,691)	-	N/A
Total other financing sources/(uses)	<u>(20)</u>	<u>(1,818,691)</u>	<u>-</u>	N/A
Net increase/(decrease) in fund balance	(20)	(1,035,443)	-	
Fund balances - beginning	20	1,035,443	1,003,979	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,003,979</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)
FOR THE PERIOD ENDED JULY 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 315,609	\$ 315,756	100%
Interest	146	225	-	N/A
Total revenues	<u>146</u>	<u>315,834</u>	<u>315,756</u>	100%
EXPENDITURES				
Debt service				
Principal	-	165,000	165,000	100%
Interest	-	139,244	139,244	100%
Total debt service	<u>-</u>	<u>304,244</u>	<u>304,244</u>	100%
Other fees & charges				
Property appraiser	-	976	5,756	17%
Tax collector	-	6,312	5,756	110%
Total other fees & charges	<u>-</u>	<u>7,288</u>	<u>11,512</u>	63%
Total expenditures	<u>-</u>	<u>311,532</u>	<u>315,756</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	146	4,302	-	
Fund balances - beginning	272,750	268,594	259,704	
Fund balances - ending	<u>\$ 272,896</u>	<u>\$ 272,896</u>	<u>\$ 259,704</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 222 - SERIES 2022 (REFUNDED SERIES 2012)
FOR THE PERIOD ENDED JULY 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Special assessment: on roll	\$ -	\$ 35,549
Interest	154	210
Total revenues	<u>154</u>	<u>35,759</u>
EXPENDITURES		
Debt service		
Principal	-	404,000
Interest	-	15,150
Cost of issuance	-	37,425
Total debt service	<u>-</u>	<u>456,575</u>
Other fees & charges		
Tax collector	-	280
Total other fees & charges	<u>-</u>	<u>280</u>
Total expenditures	<u>-</u>	<u>456,855</u>
Excess/(deficiency) of revenues over/(under) expenditures	154	(421,096)
OTHER FINANCING SOURCES/(USES)		
Transfers in	20	1,818,691
Bond proceeds	-	7,053,000
Payment to bond escrow agent	-	(8,154,463)
Total other financing sources/(uses)	<u>20</u>	<u>717,228</u>
Net increase/(decrease) in fund balance	174	296,132
Fund balances - beginning	295,958	-
Fund balances - ending	<u>\$ 296,132</u>	<u>\$ 296,132</u>

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

B

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2022**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2022**

	Governmental Funds				Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2013	Debt Service Series 2022	
ASSETS					
Cash					
Operating	\$ 572,891	\$ -	\$ -	\$ -	\$ 572,891
Investments					
BB&T - CDARS	1,497	-	-	-	1,497
Series 2013					
Revenue	-	-	198,151	-	198,151
Reserve	-	-	75,000	-	75,000
Series 2017 Note					
Reserve*	10,000	-	-	-	10,000
Series 2022					
Revenue	-	-	-	102,662	102,662
Principal	-	-	-	3	3
Interest	-	-	-	69,603	69,603
COI	-	-	-	124,133	124,133
Electric deposit	2,346	-	-	-	2,346
Total assets	<u>\$ 586,734</u>	<u>\$ -</u>	<u>\$ 273,151</u>	<u>\$ 296,401</u>	<u>\$ 1,156,286</u>
LIABILITIES AND FUND BALANCES					
Liabilities					
Accounts payable	<u>\$ 25,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,000</u>
Total liabilities	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,000</u>
Fund Balances					
Restricted for:					
Debt service	-	-	273,151	296,401	569,552
3 months working capital	254,253	-	-	-	254,253
Unassigned	307,481	-	-	-	307,481
Total fund balances	<u>561,734</u>	<u>-</u>	<u>273,151</u>	<u>296,401</u>	<u>1,131,286</u>
Total liabilities and fund balances	<u>\$ 586,734</u>	<u>\$ -</u>	<u>\$ 273,151</u>	<u>\$ 296,401</u>	<u>\$ 1,156,286</u>

* Required bank loan reserve which will be applied to final payment

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND 001
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ -	\$ 1,108,439	\$ 1,107,013	100%
Interest and miscellaneous	5	88	-	N/A
Total revenues	<u>5</u>	<u>1,108,527</u>	<u>1,107,013</u>	100%
EXPENDITURES				
Administrative				
Supervisors	-	7,320	9,900	74%
Management	4,164	45,809	49,973	92%
Accounting	1,392	15,308	16,700	92%
Audit	-	4,000	10,000	40%
Legal	375	10,627	10,000	106%
Field management	1,275	14,025	15,300	92%
Engineering	2,597	42,471	95,000	45%
Engineering storm water analysis	-	13,944	-	N/A
Trustee	-	-	10,000	0%
Dissemination agent	333	3,667	4,000	92%
Arbitrage rebate calculation	-	500	1,500	33%
Assessment roll preparation	417	4,583	5,000	92%
Postage	10	1,275	1,000	128%
Insurance	-	11,070	11,800	94%
Legal advertising	633	5,752	4,000	144%
Contingencies	86	1,652	2,500	66%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	<u>11,282</u>	<u>183,093</u>	<u>247,763</u>	74%
Water management				
Contractual services	18,409	187,554	237,400	79%
Aquascaping/cutbacks/pipe cleanout	-	60,200	100,000	60%
Conservation area fire mitigation clean up	-	151,000	175,000	86%
Lake bank erosion repairs	-	-	75,000	0%
Electricity	3,085	32,475	31,500	103%
Capital outlay-drain pipe repair	-	41,565	-	N/A
Future aeration replacement	-	19,993	9,000	222%
Capital outlay-aeration FCB loan pymt*	-	90,146	112,177	80%
Total water management	<u>21,494</u>	<u>582,933</u>	<u>740,077</u>	79%
Other fees & charges				
Property appraiser	-	2,807	14,587	19%
Tax collector	-	15,862	14,586	109%
Total other fees & charges	<u>-</u>	<u>18,669</u>	<u>29,173</u>	64%
Total expenditures	<u>32,776</u>	<u>784,695</u>	<u>1,017,013</u>	77%
Excess/(deficiency) of revenues over/(under) expenditures	(32,771)	323,832	90,000	
Fund balances - beginning	594,505	237,902	206,899	
Fund balance - ending (projected)				
Assigned				
3 months working capital	254,253	254,253	254,253	
Unassigned	307,481	307,481	42,646	
Fund balances - ending	<u>\$ 561,734</u>	<u>\$ 561,734</u>	<u>\$ 296,899</u>	

*Florida Community Bank is holding a \$10k debt service reserve amount

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 210 - SERIES 2012 (REFUNDED 1999 & 2001 BONDS)
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 1,021,758	\$ 1,056,882	97%
Interest	-	58	-	N/A
Total revenues	<u>-</u>	<u>1,021,816</u>	<u>1,056,882</u>	97%
EXPENDITURES				
Debt service				
Principal	-	-	635,000	0%
Prepayment	-	25,000	-	N/A
Interest	-	200,089	400,178	50%
Total debt service	<u>-</u>	<u>225,089</u>	<u>1,035,178</u>	22%
Other fees & charges				
Property appraiser	-	1,841	10,852	17%
Tax collector	-	11,638	10,852	107%
Total other fees & charges	<u>-</u>	<u>13,479</u>	<u>21,704</u>	62%
Total expenditures	<u>-</u>	<u>238,568</u>	<u>1,056,882</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	-	783,248	-	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(1,818,691)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(1,818,691)</u>	<u>-</u>	N/A
Net increase/(decrease) in fund balance	-	(1,035,443)	-	
Fund balances - beginning	-	1,035,443	1,003,979	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,003,979</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)
FOR THE PERIOD ENDED AUGUST 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 315,609	\$ 315,756	100%
Interest	254	480	-	N/A
Total revenues	<u>254</u>	<u>316,089</u>	<u>315,756</u>	100%
EXPENDITURES				
Debt service				
Principal	-	165,000	165,000	100%
Interest	-	139,244	139,244	100%
Total debt service	<u>-</u>	<u>304,244</u>	<u>304,244</u>	100%
Other fees & charges				
Property appraiser	-	976	5,756	17%
Tax collector	-	6,312	5,756	110%
Total other fees & charges	<u>-</u>	<u>7,288</u>	<u>11,512</u>	63%
Total expenditures	<u>-</u>	<u>311,532</u>	<u>315,756</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	254	4,557	-	
Fund balances - beginning	272,897	268,594	259,704	
Fund balances - ending	<u>\$ 273,151</u>	<u>\$ 273,151</u>	<u>\$ 259,704</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 222 - SERIES 2022 (REFUNDED SERIES 2012)
FOR THE PERIOD ENDED AUGUST 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>
REVENUES		
Special assessment: on roll	\$ -	\$ 35,549
Interest	270	479
Total revenues	<u>270</u>	<u>36,028</u>
EXPENDITURES		
Debt service		
Principal	-	404,000
Interest	-	15,150
Cost of issuance	-	37,425
Total debt service	<u>-</u>	<u>456,575</u>
Other fees & charges		
Tax collector	-	280
Total other fees & charges	<u>-</u>	<u>280</u>
Total expenditures	<u>-</u>	<u>456,855</u>
Excess/(deficiency) of revenues over/(under) expenditures	270	(420,827)
OTHER FINANCING SOURCES/(USES)		
Transfers in	-	1,818,691
Bond proceeds	-	7,053,000
Payment to bond escrow agent	<u>-</u>	<u>(8,154,463)</u>
Total other financing sources/(uses)	<u>-</u>	<u>717,228</u>
Net increase/(decrease) in fund balance	270	296,401
Fund balances - beginning	296,131	-
Fund balances - ending	<u>\$ 296,401</u>	<u>\$ 296,401</u>

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Public Hearing and Regular Meeting on September 7, 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 (via telephone)	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary
Vicki Gartland (via telephone)	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Andy Tilton	District Engineer
Mike Cintron	Cintron Landscape Services (Cintron)
Tammy Campbell (via telephone)	McDimit Davis
Tim Burns	Resident
Dave McGee	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:03 a.m. Supervisors Wheeler, Greenberg, and Henry were present. Supervisors Gartland and Tarr were attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Chairman's Comments

Mr. Greenberg made the following comments:

41 ➤ Referring to the Cintron email, this item was deferred while CDD Staff investigates and
42 can provide recommendations and until the entire Board is in attendance in person.

43 ➤ The MCA decided not to execute the Maintenance Agreement and plans to move the
44 riprap from the CDD's easement.

45 Mr. Greenberg believed the MCA's decision does not matter to the CDD as long as it
46 does not affect CDD property and, if it does, the CDD will deal with it at the appropriate time.

47 Mr. Greenberg asked why the Board received the revised budget yesterday. He stated it
48 would be helpful to know where the changes were made to prevent spending time reviewing
49 the entire budget. Mr. Tarr stated he instigated the changes, which involved the presentation
50 but did not affect the budget. Mr. Adams stated there was an open column of figures in the
51 assessment tables that were incorrect and belong to another CDD.

52

53 **FOURTH ORDER OF BUSINESS**

**Presentation of Mediterra Community
Development District's Audited Annual
Financial Report for the Fiscal Year Ended
September 30, 2021, Prepared by
McDimit Davis**

54

55

56 Mr. Greenberg polled the Board, which agreed this does not warrant a presentation.

57

58

59 Mr. Tarr stated that he reviewed the Attorney General's website and noted that the
60 Auditor did not file the Report timely. He asked if there is something the CDD is doing that
61 caused them to not file the Audit until the end of June. Ms. Campbell would find out the reason
62 for the delay. She noted her firm experienced unprecedented staffing issues, which caused
63 some delays. Mr. Tarr stated this is not the CDD's first request to be able to review the Report
64 sooner, while the entire Board is still in residence in Mediterra.

65

66 Mr. Greenberg advised Ms. Campbell that McDimit Davis is on notice and, if the next
67 Report is late, the CDD will likely take action with respect to the contract. The Board selected
68 April 30th as the preferred completion date so the Report can be in the May agenda.

69 Ms. Wheeler stated that the public hearing notice was only published once in Lee
70 County. Mr. Adams stated the proof of publication might have been omitted from the agenda.
71 Mr. Tarr stated he reviewed the website, which showed no second publication, it only stated
72 the ad was to be run the second time; he recalled raising the same question last year. He felt

73 that Management should make sure that the ad runs a second time next year. Ms. Wheeler
74 stated her notes from the last two years showed Lee County only published the notice once.
75 Mr. Adams stated, assuming the newspaper website is up to date, he will research this.

76 Mr. Greenberg asked Ms. Willson for the affect if notice was not published twice. Ms.
77 Willson stated that a failure to publish twice would mean the public hearing was not properly
78 noticed; however, Chapter 190 has language that allows publication of notices for Special
79 Districts, such as CDDs, to rely on the publication from the County with the majority of the CDD
80 land; therefore, the Collier County publication will suffice for the public hearing.

81 Mr. Greenberg asked if there is an obligation to re-publish in Lee County. Mr. Willson
82 replied no. Regarding the requirement to publish in both counties, Ms. Willson stated that, with
83 certain notices, the CDD can rely on the single publication in the County where the majority of
84 the CDD lies but publication of certain other notices needs to be in both Counties. Ms. Willson
85 stated that, for today's budget public hearing, the CDD met the advertising requirements. She
86 will work with Mr. Adams' office to create a comprehensive list of the notices that need to be
87 published in both Counties and which only need to run in Collier County.

88 Mr. Henry requested the following stylistic changes to the next Audit Report:

89 ➤ Page 3, Management's Discussion and Analysis (MD&A), 2nd bullet: Referring to the
90 \$1,541,936 amount, include the page number where that information is located in the Report.

91 Ms. Campbell asked if he wanted to see additional wording guiding the reader to where
92 the numbers came from. Mr. Henry replied affirmatively.

93 ➤ Page 20, Note 5, Paragraph 2, last sentence: Delete "from the North District"

94 ➤ Page 20, Note 5, last paragraph and throughout: Change "current fiscal year" to "2021
95 Fiscal Year"

96 Mr. Henry asked if subsequent event disclosures, such as refinancing the Note in 2022,
97 should be included. Board Members recalled that the Note closed around March 2022 and was
98 approved in Fiscal Year 2021.

99 Ms. Davis stated it is typically reflected in the Fiscal Year Audit in which it occurs so it
100 will be reflected in the Fiscal Year 2022 audit. She stated an update on your bond financing
101 obligation is not included in the request for subsequent event information.

102

103 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2022-07,
Accepting the Audited Annual Financial
Report for the Fiscal Year Ended
September 30, 2021**

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108

Mr. Greenberg presented Resolution 2022-07.

109

**On MOTION by Ms. Wheeler and seconded by Mr. Henry, with all in favor,
Resolution 2022-07, Accepting the Audited Annual Financial Report for the
Fiscal Year Ended September 30, 2021, was adopted.**

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115 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

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117
118

A. Proof/Affidavit of Publication

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121

The affidavit of publication was included for informational purposes

Mr. Adams stated that the ad in the News Press ran on the 19th and the 26th. The CDD paid \$533.36 for those two ads on each press.

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**B. Consideration of Resolution 2022-08, Relating to the Annual Appropriations and
Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending
September 30, 2023; Authorizing Budget Amendments; and Providing an Effective
Date**

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128

Mr. Adams highlighted changes to the Assessment tables, on Pages 9, 10, 11 and 12, in which the column, "Outstanding Principal after 2022-2023 tax payment" information should not have been shown.

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132

Mr. Tarr stated that comparing the Monterosso and Benvenuto information is what triggered why the information made no sense. He stated that, for two years, they did not have the original outstanding principal but three years ago it was included. He did not think it should continue to be restated each year.

133
134
135

Mr. Henry believed that, based on his calculations, the Debt Service expenditure figures on Page 7 are incorrect and the "Fiscal Year 09.30.22 Principal" payment and "Costs of issuance" figures are incorrect. Mr. Adams agreed and stated the amounts should match Page

136 5 of the Unaudited Financial Report. He will make those adjustments. Mr. Henry listed his
137 calculations. Mr. Adams stated he will update the figures once the budget is adopted.

138 Mr. Tarr asked about the implications of the incorrect number. Mr. Greenberg stated
139 that it seemed to him that a chart was just not updated. Regarding whether something needs
140 to be published correcting this, Mr. Adams replied no, as the Board can make adjustments to
141 the proposed budget at the public hearing and it does not affect the assessment levels. Mr.
142 Greenberg reiterated that the chart showed the wrong numbers but it is a ministerial error that
143 Mr. Adams will address. Mr. Tarr stated there are two mistakes. Mr. Greenberg stated that
144 there needs to be better proofing by someone who understands it before it is included in the
145 agenda package.

146 Mr. Tarr stated he will provide the parcel number for Caminetto to Mr. Adams, as it was
147 not complete for two years in a row.

148 Mr. Tarr suggested that Mr. Adams remind District Staff to use spell check.

149 Mr. Greenberg presented Resolution 2022-08.

150

On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, Resolution 2022-08, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

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SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2022-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

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Mr. Greenberg presented Resolution 2022-09.

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On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, Resolution 2022-09, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments, Including But Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

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EIGHTH ORDER OF BUSINESS

Consideration of Access and Maintenance Easement Agreement for Stormwater Management Facilities with The Club at Mediterra, Inc.

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Ms. Willson presented the Access and Maintenance Easement Agreement. She stated that many of the pipes are in tracts of areas included on plats that are not specifically identified tracts. The position of the actual stormwater pipes on Exhibit B sufficiently narrows the area in which the CDD is obligated to maintain improvements. The only alternative to the overly broad legal description would be to engage a contractor to do a metes and bounds for each pipe, which is not necessary to enter into the area and maintain the improvements. This has not been sent to The Club for review.

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Mr. Tarr asked if the CDD will actually write a check for \$10 to The Club, as stipulated on Page 1. Ms. Willson stated this is shown as additional specific consideration and is common. There are other considerations laid out in the Agreement; typically, it is not actually paid and is considered an additional legal consideration in the Agreement.

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199
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201

On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the Access and Maintenance Easement Agreement for Stormwater Management Facilities with The Club at Mediterra, Inc., subject to final review by The Club, and authorizing the Chair to execute, if there are no changes, was approved.

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NINTH ORDER OF BUSINESS

Consideration of License Agreement by and Between the Mediterra Community Development District and Mediterra Community Association, Inc., Regarding the Installation and Maintenance of a Cap Rock Wall

210

211 This item will be removed from future agendas.

212

213 **TENTH ORDER OF BUSINESS**

Discussion: Erosion – Lake 6

214

215 Mrs. Adams stated that she discussed this matter with Mr. Burns and forwarded it to
216 Mr. Tilton.

217 Mr. Tilton stated that he inspected the property with Mr. Burns. This is something the
218 CDD inherited when it acquired the property for the pond; the CDD did not build the pond. The
219 majority of the rocks are on CDD property and are now settling, moving and leaving holes as the
220 soil erodes into the pond. This is now causing a safety issue.

221 Mr. Tilton explained why the rocks were installed, noted that the repair costs are
222 estimated at \$50,000 and provided alternatives. He discussed whether to keep the rock and
223 install fabric or remove the rocks and install turf according to the South Florida Water
224 Management (SFWMD) Permit and the 4:1 slope requirement. He suggested completing the
225 project in the spring, when water levels are low. Mr. Burns' only request was to install signage
226 and complete the repairs correctly and swiftly. Staff will install a "Caution" sign. Mr. Tilton to
227 provide repair alternatives and costs at the next meeting.

228 The technique of injecting mortar grout, foam products, which Mr. Tilton did not
229 recommend, also was discussed.

230 Mr. Greenberg asked for a letter to be sent advising residents that the CDD is aware of
231 this issue.

232

233 **ELEVENTH ORDER OF BUSINESS**

**Presentation of Annual Quality Assurance
Audit: Lake Maintenance**

234

235

236 **A. Memorandum**

237 **B. Evaluation Sheets/Photos**

238 **C. Lake 35 Restoration Photos**

239 Staff responded to the following questions and comments:

240 ➤ Lake 73: The photograph was inadvertently included in the Report and has since been
241 removed.

242 ➤ Term “Off Color Water”: Mr. Tilton stated that color is not an issue as far as any water
243 quality requirements in the permitting; it may be an aesthetic issue. Mr. Willis stated he used
244 this term to let SOLitude know the condition, as it might be due to extra nutrients in the water.

245 Mr. Tarr asked if SOLitude can provide an update of what they did or did not do that
246 caused a change.

247 ➤ Alligators: CDD policy is to remove alligators once they become a danger to humans,
248 which is about 8’. Mr. Willis reported two 4’ alligators.

249 Mr. Tarr asked if the CDD should send a notice to residents.

250 Discussion ensued regarding responsibility and implementing a policy to remove
251 alligators. It was noted that alligators are considered the first line of defense against pythons
252 and it might be difficult to locate them since they move within the pipes; residents can advise
253 the trapper where alligators were last sighted. Supervisors Henry, Tarr and Wheeler felt that
254 the CDD should remove the alligators and Supervisors Greenberg and Gartland disagreed.

255 Regarding potential liability, Ms. Willson stated there is no explicit signage requirement
256 but, based on a review of recent incidents and case law, it is known that there are alligators in
257 Florida so District Counsel typically recommends advising of the existence to alert visitors or
258 other individuals who are not familiar with the problem. Communities have either done that in
259 an annual mailing or an annual e-blast; the CDD can coordinate that communication with The
260 Club. Some CDDs post signage at lakes where alligators are observed or at the entrance to the
261 community. District Counsel’s general recommendation is to send some sort of annual notice
262 and, if there is a nuisance alligator that displays aggressive behavior, then take other action.

263 Mr. Greenberg felt that the CDD should ask the MCA to handle alligators the same way
264 as for bears such that, if there is a sighting, the MCA sends a notice and, if it is aggressive or
265 presents a problem, the CDD will deal with it. He asked Mr. Adams to include a paragraph about
266 alligators in the annual letter to residents. Ms. Willson stated that reminding everyone of the
267 alligator situation and whether one was recently seen would be good to include in the annual
268 letter.

269 Regarding Lake 6, Mr. Greenberg reiterated his request for Staff to send affected
270 residents a letter indicating that the CDD is aware of the issue.

271 Staff responded to Mr. Greenberg’s request for updates on the following items:

272 ➤ Lake 13: Mrs. Adams stated the contractor delayed work until spring 2023. Mr. Willis
273 stated he updated his Lake Audit Report to reflect the same.

274 ➤ Lakes 15 and 22: Mr. Willis will present proposals at the next meeting.

275 ➤ Mrs. Adams stated removal of palm seedlings from the lake banks is a CDD matter and
276 SOLitude Lake Management has been doing that for the past several weeks.

277 ➤ Littoral Shelf Plants: Mr. Willis is obtaining costs; project will be completed in Fiscal Year
278 2022.

279

280 **TWELFTH ORDER OF BUSINESS**

**Continued Discussion: Nature Trail Design
and Analysis (Plans, Cost, etc.)**

281

282

283 Mr. Tilton reviewed the aerial sketch of the trails and requested direction from the
284 Board regarding designing the path. He provided estimates for easterly and westerly routes; an
285 easterly route is more costly.

286 The Board discussed various concerns about resident privacy and constructing in the
287 wetland area. Mr. Tilton was directed to address the following and report his findings at the
288 next meeting:

289 ➤ Route: Create a route with the best visibility of wildlife.

290 ➤ Relocate the shaded yellow line away from Corso and into the wetland area and add
291 additional plantings around the lake, as a buffer.

292 ➤ Regarding a boardwalk at one of the cart paths, determine if it is possible to keep
293 walkers separate from golfers.

294 • **Johnson Engineering, Inc., Draft Professional Services Supplemental Agreement No. 23**

295 Mr. Tilton presented Johnson Engineering, Inc., Draft Professional Services
296 Supplemental Agreement No. 23. He expects the permitting process to take close to a year.

297 Mr. Tarr asked about the mitigation fee. Mr. Adams stated \$170, 000 was budgeted for
298 design and permitting.

299 Mr. Tarr shared his conversation with Mr. Richards, prior MCA General Manager, that
300 his community is applying for a one-mile long 4' wide nature trail in its preserve and hoped the
301 mitigation cost will be much less than the \$150,000 expected, without a board walk. Mr. Tarr
302 asked the project name in the Agreement to be updated.

303 Mr. Tarr voiced his opinion that the July 13, 2021 Hourly Rate Schedule is outdated. Mr.
304 Tilton stated that certain items will remain at those rates; a rate change request was submitted
305 for consideration at a future meeting.

306

307 **On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,**
308 **the Johnson Engineering, Inc., Professional Services Supplemental Agreement**
309 **No. 23, as amended, was approved.**

310

311

312 **THIRTEENTH ORDER OF BUSINESS**

Update: Wildfire Management Activities

313

314 Ms. Gartland asked if this item is being skipped and if the project was completed. Mr.
315 Greenberg stated he wants to defer this so Staff can research it more and make
316 recommendations. He did not know if the email was factually correct or if there were mitigating
317 factors to consider. Mr. Adams stated that he and Gary checked and signed off on the project.

318 Based on the \$42,000 amount, of which the Board is considering a penalty of \$17,000,
319 Mr. Cintron asked the Board to consider paying \$25,000. Mrs. Adams stated she approved the
320 \$25,000 for payment on July 25, 2022. Mr. Greenberg stated that the contract provided for the
321 hold back amount and the rest of it should be paid. Staff will look into paying Cintron.

322 This item will be on the October agenda as old business.

323

324 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of July 31, 2022**

325

326 The Financial Highlights Report was distributed in the meeting.

327
328 Mr. Tarr asked for an explanation of the new appearance of the "Capital outlay-aeration
329 FCB loan pymt*-new" budget line item of \$509,296 Year to Date. Mr. Adams stated it was the
330 2017 Note.

331 Ms. Gartland asked if there is a reason the "Future aeration replacement" line item is
332 \$19,993 instead of the \$9,000 budgeted. Mr. Adams stated the CDD expended more than
333 budgeted, which is built on the depreciation schedule Mrs. Adams prepared a few years ago.
334 Mrs. Adams stated that she updates the schedule every year before budget season to
335 determine the most accurate amount possible.

336 In response to Ms. Gartland’s question, Mr. Tarr stated that there will be times when
 337 the CDD expends more funds than budgeted; unspent funds go into surplus funds, instead of
 338 into a reserve account.

339 Mr. Greenberg and Mr. Tarr discussed their dissatisfaction with the Accounting
 340 Department. Mr. Tarr felt that CDD Staff should review and catch errors before Reports are sent
 341 to the Board.

342 The Board agreed with Mr. Greenberg’s suggestion to not accept the Unaudited
 343 Financial Statements as of July 31, 2022 and for Staff to investigate, correct and present
 344 updated July and August Unaudited Financial Statements at the next meeting.

345

346 **FIFTEENTH ORDER OF BUSINESS**

Approval of May 18, 2022 Regular Meeting Minutes

347

348

349 Mr. Greenberg stated that he hoped everyone sent their corrections to Staff.

350 The following changes were made:

351 Line 24: Change “Kan” to “Kane”

352 Line 47: Change “Wheeler” to “Gartland”

353

354 **On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the**
 355 **May 18, 2022 Regular Meeting Minutes, as amended, were approved.**

356

357

358 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

359

360 **A. District Counsel: *Kutak Rock LLP***

361 There was nothing further to report.

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

363 There was nothing further to report.

364 **• Information Regarding Geotube Use for Lake Bank Refurbishment**

365 This bullet point will be removed from future agendas.

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

367 **• NEXT MEETING DATE: October 19, 2022 at 9:00 A.M.**

368 **○ QUORUM CHECK**

369 The next meeting is scheduled for October 19, 2022 at 9:00 a.m.

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

371 • **Key Activity Dates**

372 The August Key Activity Dates Report was included for informational purposes.

373 Mrs. Adams stated that the date for the Lake 13 Bank Stabilization project listed on Page
374 3 will be updated to reflect that the project will be scheduled for spring 2023, in conjunction
375 with the golf course.

376

377 **SEVENTEENTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

378

379 Items 15, 17, 18, 19, 20, 23, 24, 26 and 27 were completed.

380 Items 12 and 21 will be combined, due to duplication.

381 Regarding Item 13: Mr. Greenberg asked what the violation was about. Mrs. Adams
382 stated this pertained to homeowners installing sand beach areas. She recalled the decision at
383 the last meeting was not to do anything. Mr. Henry recalled the decision was to send a letter
384 putting the homeowner on notice but the CDD will not take any action. Mr. Greenberg recalled
385 asking Mr. Adams to send a toned down letter. He asked for this to be added to Old Business
386 on the next agenda.

387 Item 15: MCA withdrew request.

388 Item 16: Revised description. Mr. Henry is to be reimbursed travel expenses.

389 Item 25: Item withdrawn. No one could identify task.

390 Item 26: Partially completed.

391 The Board agreed with the suggestion to add a column indicating the person responsible
392 for a task and removing it from the description area. Mr. Greenberg asked Mrs. Adams and Mr.
393 Willis to review the list and identify the completed items prior to the meetings.

394

395 **EIGHTEENTH ORDER OF BUSINESS**

Old Business

396

397 **A. Update: Maintenance for East “Wet Ditch” East Side of Imperial Parkway and Permit**
398 **Obligations for Mediterra to Maintain**

399 Mr. Greenberg asked Mrs. Adams to contact the County for an update.

400 **B. Discussion: MCA-CDD Deer Population Management Program and Hunting**

401 Mr. Greenberg asked why this item is on the agenda. Mr. Tarr recalled that the CDD
402 received a copy of the insurance certificate from Cintron but not Sky Management. Mr. Willis
403 stated there were two joinders, one for each.

404 Mr. Tarr stated, for clarification, that Cintron Landscaping never hunted the deer. As
405 Mr. Willis stated they were listed on the MCA's program as a participant, Mr. Greenberg asked
406 Mr. Willis to obtain a copy of the second certification and report his findings at the next
407 meeting. This will be added as an Action Item and be removed from "Old Business" on future
408 agendas.

409

410 **NINETEENTH ORDER OF BUSINESS****Supervisors' Requests**

411

412 Mr. Tarr asked Staff to review the agenda materials before it is sent to the Board.

413 Ms. Wheeler stated that she asked Mrs. Adams to provide a chart listing lake numbers
414 and neighborhoods to avoid having to look at the map.

415 Mr. Henry asked if insurance renewals are on October 1st. Mrs. Adams replied
416 affirmatively. Mr. Greenberg asked if bids are being obtained. Mr. Adams stated they monitor,
417 receive proposals and budget accordingly. Mr. Henry asked for insurance information to be
418 included on the next agenda.

419

420 **TWENTIETH ORDER OF BUSINESS****Public Comments (3 minutes)**

421

422 Resident Dave McGee asked if the Lake Quality Report will be on the CDD website. It
423 was noted that it is in the agenda and already on the website.

424

425 **TWENTY-FIRST ORDER OF BUSINESS****Adjournment**

426

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

428

429 **On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the**
430 **meeting adjourned at 11:00 a.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

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COMMUNITY DEVELOPMENT DISTRICT

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MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

*Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle,
Naples, Florida 34110*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2022	Regular Meeting	9:00 AM
November 16, 2022	Regular Meeting	9:00 AM
December 7, 2022*	Regular Meeting	9:00 AM
January 18, 2023	Regular Meeting	9:00 AM
February 15, 2023	Regular Meeting	9:00 AM
March 15, 2023	Regular Meeting	9:00 AM
April 19, 2023	Regular Meeting	9:00 AM
May 17, 2023	Regular Meeting	9:00 AM
June 21, 2023	Regular Meeting	9:00 AM
August 16, 2023	Public Hearing & Regular Meeting	9:00 AM

Exception

**December meeting date is two weeks earlier to accommodate the holidays*

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MEDITERRA CDD

Key Activity Dates

Updated: October 2022

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in March. 2 night visits per month (March through November). Program will include 18 visits.	3/22 thru 11/2022
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year. Commenced Monday, March 28th and completed on Monday, May 16th. Fall schedule will commence the last week of October and should be completed by the second week of November.	4/2022 & 10/2022
Lake & Wetland Contract	SOP	N/A	Solitude Lake & Wetland Contract set to expire January 31, 2024. Required sealed bidding in October 2023 and Board agenda item for consideration December 2023.	10/2023 & Agenda item 12/2023
Annual Financial Report	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year. Auditor placed on notice of deadline being no later than April 30th annually, and provided in their May agenda package for Board's consideration/approval.	Due 6/1/2023
Proposed Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year.	6/15/2023
O & M Assessment letter	SOP	N/A	Staff to provide Chairman's draft assessment letter to the Board 48 hours in advance of mailing to the Residents of proposed increases. Notices must be mailed thirty days in advance of meeting to adopt the budget and received by WHA (Corporate) forty days in advance of the hearing date.	7/1/2023 draft notice to Chairman & 7/7/23 notice to WHA
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2023
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2023

Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2023
TRIM Compliance Report	200.068	Department of Revenue, Property Tax Oversight, Trim Compliance Section	No later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)	10/15/2023
Canna Lilly cut back	SOP	N/A	Seasonal cut back and removal of large stands of Canna Lilly on lake banks owned by the District, to reduce seasonal unsightliness and promote new lush and vigorous growth. Program to be considered/completed between February & March of each year if necessary.	Feb. & March Annually
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2022	11/30/2022
Fiscal Year Annual District Filing Fee and Update Form	190,189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by the following December 3rd.	12/3/2022
Laptop @ MCS	SOP	MCA GM Bill Bowden	Mr. Adams to create a cloud link on the website and will upload records of proceedings. This project is still in progress however the Webmaster is reviewing all items at this time to ensure ADA Compliance. Upon speaking with Corporate, the Webmaster has not been able to provide an estimated completion date.	On-going
Certification of District Registered Voters	190(3)(a)(2)(d)	District receives annually from the local Supervisor of Elections	Due April 15th of each year and must be read into the record at a regularly scheduled meeting (no additional filing is required)	4/15/2023
Interconnecting Drain Pipe inspection and cleanout	SOP	N/A	Annual inspection and clean out of all lake and wetland interconnecting drain pipes and control structures, that are owned and operated by the District, where the percentage of pipe block exceeds 25%.	1/31/2023 thru 6/2023

Bank Stabilization Project	SOP	N/A	Bank restoration @ North Hole #18 by Green on Lake 13 (as of 2022 current proposal cost \$11,875.00 and does not include sod, which will be installed by Thomas Lively, Director of Agronomy. Lake 13 rescheduled to be completed between April and May. Project should take one week to complete.	April & May 2023
Lake Audit Report	SOP	N/A	Annual inspection and report of all District owned lakes. Report includes review of specific items related to water quality, lake maintenance deficiencies, littoral plant health and population, structural integrity of lake banks, aerator operation and any unauthorized activities in or adjacent to the lakes.	May/June 2023
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	7/1/2023
Phase Three East - Stormwater Pond 74	SOP	N/A	The original issue date was April 16, 2020. Modified May 19, 2022. The duration of the permit is extended until October 4, 2027 per the request to SFWMD. 90 day reminder is included, as reflected. Once the stormwater planning exercise is completed, it will have to be repeated every five years.	1/1/2026 (reminder) 10/7/2027 (deadline)
Stormwater Management Needs Analysis Report	FL Statutes 403.9301 and 403.9302	20 year needs analysis	New legislation that requires the District to analyze its existing stormwater infrastructure necessary to comply with the statutory requirements to create a 20-year needs analysis.	6/30/22 and every five years there after
Preserve Fire Reduction Program - Three Year Rotation Program	SOP	N/A	As approved at the June 16, 2021 meeting; project commenced on January 3rd; and will continue every three years. Project to be completed by Cintron Landscape Services. Project to be completed within 100 days. Project completed Monday, July 11th. Deadline to complete - Friday, May 20th. Contractor went 34 business days past the deadline resulting in a \$17K penalty for Board's discussion.	1/3/2022 thru 5/20/22 & completed 7/11/22
Est Cortile Court	SOP	N/A	First annual monitoring report submitted June 30, 2022 with a required 2nd annual report due June 30th 2023.	6/30/2023
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	

Bond - Disclosure	Bond Indenture Update	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	<p>Loan payments each April 1 and November 1, commencing May 1, 2022.</p> <p>Section 701(g) The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated independent special districts of the State. Within the first six months of each fiscal year (April 1), the District Manager shall file with registered owner of the 2022 Note (the "Owner") a compliance certificate as confirmation of the insurance coverages relating to the 2012 Project, such compliance certificate to include, without being limited thereto, a schedule of all insurance policies required by the Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number, and expiration date, and the hazards and risks covered thereby. Section 701(j) Furnish a copy of the District's audit by June 30 of each year to Owner. Section 701(k) Provide copy of annual budget to Owner within 45 days after commencement of each fiscal year (November 14). Budget must specifically detail the series 2022 assessments and any other special assessment levied by the District w/ respect to such fiscal year. Section 701(l) District shall maintain records with respect to the Series 2022 Assessments which shall be updated as Series 2022 Assessments are collected. The records shall detail Series 2022 Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting for the foregoing information will be provided to the Owner at such times, and in such format as the Owner may reasonably request. Section 701 (m) Commencing with the tax roll adopted during calendar year 2022, the District shall provide the Owner the certified assessment roll detailing the Series 2022 Assessments, if any, to be imposed for each tax year within 30 days of the date the such roll becomes available.</p>	April 1, May 1, June 30 November 1, November 14, and 30 days from certification of assessment roll annually
Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is due.	<p>The Bond Indenture refers to IRS rules which state an issuer must pay (an Arbitrage) rebate installment for computation dates that occur at least once every 5 years. Rebate payments are due within 60 days after each computation date. The final rebate payment for an issue is due within 60 days after the issue is discharged. See IRS Regulation Section 1.148-3(e) through (g).</p>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**ACTION/AGENDA
OR
COMPLETED
ITEMS**

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	ACTION	Per Mr. Greenberg, Mr. Adams to ensure removal of Completed items from List that are 6 months or older from the date moved to COMPLETED.	Mr. Adams	X		
2	01.16.19	ACTION	Johnson Eng to take annual sediment samples only at outfall lakes with muck & Lake 35 at same time each year & reduce water quality samples to once in July except for Lake 55 adding September, only if there are issues. Staff to provide year over year tables for nitrogen and phosphorous.	Mr. Tilton	X		
3	03.03.21	ACTION	Board to include Mrs. Adams, Mr. Willis & Mr. Greenberg in email requests to Mgmt. Mrs. Adams to respond to Board requests indicating the person responsible to provide that information. Mr. Willis to track all requests.	Mrs. Adams Mr. Willis	X		
4	03.03.21	ACTION	Management office to email Mr. Greenberg proposed meeting agenda three days prior to sending it to the Board.	Admin Staff	X		
5	03.03.21	ACTION	Mr. Willis to review CDD website for accuracy & notify MCA GM of cancelled meetings or date changes to send e-blast to residents.	Mr. Willis	X		
6	04.21.21	ACTION	Staff to obtain unit pricing for all contracts moving forward.		X		
7	04.21.21	ACTION	Mr. Adams: Add cloud link on website and upload records of proceedings.	Mr. Adams	X		
8	01.19.22	ACTION	Mr. Adams: Work with MCA Manager to ensure that in the future Staff has an opportunity to proof communications before they are sent out.	Mr. Adams	X		
9	02.10.22	ACTION/AGENDA	Mr. Tilton: Identify areas not covered by a prior easement. Ms. Willson: Prepare Easement Agreement or other document to incorporate the CDD's responsibility and right to maintain, repair & inspect and to reaffirm that all other easement areas previously identified are covered by the CDD's right to operate, maintain and repair. 04.20.22 Mr. Tilton & Ms. Willson to prepare Lease Agreement with golf course & homeowners. 05.18.22 Mr. Lemus to revise GIS map regarding location of the pipes of the 4 individual homeowners, as a Lease Agreement was not needed. Ms. Willson to present the License Agreement with the MCA on the next agenda.	Mr. Tilton Ms. Willson Mr. Lemus	X		
10	02.10.22	ACTION	If the time between mtgs is shortened to three weeks from the last mtg due to emergency, there will be "no 10-day" advance requirement for draft minutes; draft minutes would be in the agenda and Supervisors will state edits during the meeting. 05.18.22 To remain as ongoing item.		X		

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
11	04.20.22	ACTION/AGENDA	Mrs. Adams: Have MRI revise & update Inspection Reports to add blockage to ROV. 05.18.22 Was completed but will remain an ongoing agenda item.	Mrs. Adams	X		
12	04.20.22	ACTION/AGENDA	Mrs. Adams: Keep reminder on Activities List to confirm County road work is completed & to install riser at outfall structure COCO 1. 05.18.22 MRI to inspect & submit proposal for riser. 09.07.22 Mrs. Adams: call Cintron.	Mrs. Adams	X		
13	04.20.22	ACTION/AGENDA	Mr. Tilton: Prep letter putting Lots 7 and 8 homeowners on notice about violating CDD's property rights. 05.18.22 Mr. Adams: Prep letter to homeowners and give update at the Sept meeting. 09.07.22 Mr. Adams to send letter and will be put under Old Business on the next agenda.	Mr. Adams	X		
14	04.20.22	ACTION	Mr. Tilton: Try convincing SFWMD that the walking trail in the conservation area was a permitted use in the original plan; the CDD was just doing it now. 05.18.22 Discussion with SFWMD continues. Mr. Tilton to research records to determine if a walking trail were included in the original plan.	Mr. Tilton	X		
15	05.18.22	ACTION	Ms. Gartland and Ms. Wheeler to be reimbursed for travel costs to attend August public hearing. 09.07.22 Reimburse Mr. Henry.	Mr. Adams	X		
16	05.18.22	ACTION/AGENDA	Response regarding maintenance for East "Wet Ditch" was pending. This will be on the September agenda. 09.07.22 Mrs. Adams to contact the County for an update.	Mrs. Adams	X		
17	05.18.22	ACTION/AGENDA	Re: Walking Trail - Authorizing Mr. Tilton to proceed with design plan to present at Aug meeting. 09.07.22 Certain tasks partially completed. Mr. Tilton: Present a revised trail at the next meeting.	Mr. Tilton	X		
18	09.07.22	ACTION	CDD Staff: Investigate info in Cintron email and provide recommendations to Supervisors once all are in attendance.	CDD Staff	X		
19	09.07.22	ACTION	Ms. Willson: Work with Mr. Adams' office to create comprehensive list of ads that must run in both counties and ones to run in only Collier County.	Ms. Willson Mr. Adams	X		
20	09.07.22	ACTION	Auditor: Include subsequent event disclosures & stylistic changes in future reports.	Auditor Mr. Adams	X		
21	09.07.22	ACTION	Mr. Adams: Make adjustments to assessment tables in FY 2023 budget.	Mr. Adams	X		
22	09.07.22	ACTION	Mr. Tarr to provide Mr. Adams the parcel number for Caminetto, to input in the Assessment table.	Mr. Tarr	X		

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
23	09.07.22	ACTION/AGENDA	Staff to have "Caution Sign" installed before rocks at Lake 6 on CDD property and send letter to affected residents. Mr. Tilton to provide repair alternatives and costs at the next meeting.	Mr. Willis Mr. Tilton	X		
24	09.07.22	ACTION	Mr. Willis to ask SOLitude to provide follow up information about the services they performed or did not perform.	Mr. Willis	X		
25	09.07.22	ACTION	Mr. Adams to include a paragraph about alligators in the lake in the annual letter to residents.	Mr. Adams	X		
26	09.07.22	ACTION	Mrs. Adams to ensure accounting paid Cintron the \$25,000 due.	Mrs. Adams	X		
27	09.07.22	ACTION	CDD Staff to investigate, correct and present updated July and August Unaudited Financial Statements at the next meeting.	Mr. Adams	X		
28	09.07.22	ACTION	CDD Staff to reformat Action Items List.	Mr. Willis	X		
29	09.07.22	ACTION	Mrs. Adams and Mr. Willis to review the Action Items List and identify completed items prior to the meeting start time.	Mrs. Adams Mr. Willis	X		
30	09.07.22	ACTION	Mr. Willis to obtain copy of the second Certificate of Insurance (COI) for deer hunter and report findings at the next meeting.	Mr. Willis	X		
31	09.07.22	ACTION	Mrs. Adams/Mr. Willis to provide a chart listing lake number and surrounding neighborhood to the Board.	Mr. Willis	X		
32	09.07.22	ACTION/AGENDA	Mrs. Adams to present insurance renewal information on the next agenda.	Mrs. Adams	X		
33	09.07.22	ACTION/AGENDA	Mr. Willis to present proposals for Lakes 15 and 22.	Mr. Willis	X		
35	09.07.22	ACTION/AGENDA	Mr. Tilton to revise title in the Professional Services Agreement and new design routes for Nature Trail, as discussed.	Mr. Tilton	X		

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	10.16.19	ACTION	Per Mr. Tarr, Staff to ensure contractor monitors the 2 signature lakes at Mediterra West and make certain that the spikerush does not exceed 15' from control level. 01.19.22 Spikerush in 71, 72 and 74 to be addressed.			X	04.20.22
2	11.18.20	ACTION	Mrs. Adams to ask SOLitude to copy her on all aeration repair notices sent to RCS. 03.16.22 Mrs. Adams advised this was oversight as employees thought the repair was already completed; progress was now being made.			X	04.20.22
3	03.03.21	ACTION	Going forward MRI to revise Inspection Rpts to include pipe size, legend page & correct scrivener's error regarding pipe size at Structure #142.			X	04.20.22
4	10.20.21	ACTION	Mr. Tilton to review the area under consideration by the MCA for an east gate and advise Mr. Tarr and the Board accordingly.			X	04.20.22
5	01.19.22	ACTION	Mr. Adams: Give update on \$600 in reserves related to Unaud. Financials.			X	04.20.22
6	01.19.22	ACTION	Mr. Tilton: Work w/ Cintron on appropriate time to inspect to satisfy the issues in the CDD.			X	04.20.22
7	02.10.22	ACTION	Mr. Adams to arrange for Supervisors to participate via Zoom in the event of absence should they need to attend virtually.			X	04.20.22
8	02.10.22	ACTION	Ms. Gartland to to make revisions to the final version of the Annual Newsletter to be sent via e-blast To be sent out before the next meeting.			X	04.20.22
9	02.10.22	ACTION	District Manager: Resolve noise complaints from compressors on Lake 62; repairs NTE \$1,000. Advise resident of funds allocated. Compressors to be turned back on. 03.16.22 Mrs. Adams advise resident of soundproofing measures and advise the Board whether the issue is resolved.			X	04.20.22
10	02.10.22	ACTION	District Manager to schedule future meetings for 9:00 a.m. instead of 3:00 p.m., and book rooms in advance for next year if possible.			X	04.20.22
11	02.10.22	ACTION	Mr. Willis: Circulate Agreements btwn CDD & MCA about deer hunting & most recent Cert of Insurance (COI) for discussion at the April meeting.			X	04.20.22
12	02.10.22	ACTION	Mr. Tilton to provide a fire reduction progress report at the next meeting.			X	04.20.22
13	03.16.22	ACTION	Staff to research the matter of parcels managed by the CDD that were not deeded to SFWMD in the 2006 deed.			X	04.20.22
14	03.16.22	ACTION	Mrs. Adams to send Mr. Tarr pictures of CDD outfall structures Cocoa 1 and Cocoa 2 requiring dirt removal.			X	04.20.22

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
15	03.16.22	ACTION	Mrs. Adams to get clarification regarding MRI's inspection report regarding ownership & responsibility for the pipe(s) that run from the golf course.			X	04.20.22
16	03.16.22	ACTION	Staff to inspect a home reported to have created a beach area and determine if it is located on CDD property.			X	04.20.22
17	06.16.21	ACTION	Mr. Adams: Revise budget by 40% for Preserve Fire Reduction Prog & add assigned fund balance line item for FY 2023, to show buildup of reserves.			X	05.18.22
18	06.16.21	ACTION	Mr. Adams would revise FY 2023 proposed budget so "Actuals are through 5/31/22" to present at the July 2022 meeting.			X	05.18.22
19	02.10.22	ACTION	District Manager to address the impedance issues related to the structure located on the swale along Imperial Golf Estates in the most cost-effective means possible. Before and after pictures to be taken.			X	05.18.22
20	03.16.22	ACTION	Mr. Willis to clarify meaning of website "New User" and "Bounce Rate"			X	05.18.22
21	03.16.22	ACTION/AGENDA	Mr. Tilton to ask if bird boxes can be installed in/along the conservation easement area. 04.20.22 Mr. Tilton to speak to Ms. Gartland to narrow down the details before he asked SFWMD and to obtain SFWMD response in writing.			X	05.18.22
22	04.20.22	ACTION/AGENDA	Mr. Adams to let MCA know the Agreements for both groups involved in the Deer Population Management Program were due to be renewed. Carry on the next agenda, under OLD Business. 05.18.22 Results from Biologist are pending.			X	05.18.22
23	04.20.22	ACTION	Mr. Adams to prepare message reminding residents not to put doggy bags down the street drains and send to Mr. Bowden to e-blast to residents.			X	05.18.22
24	04.20.22	ACTION/AGENDA	For next meeting, Ms. Willson to research and advise of potential walking trail ADA issues.			X	05.18.22
25	04.20.22	ACTION/AGENDA	Mrs. Adams to finalize the summer meeting schedule to present at the next meeting, as meeting would now be held in the afternoon.			X	05.18.22
26	05.18.22	ACTION/AGENDA	Ms. Willson to prepare a License Agreement with the MCA to install cap rock near the front wall along Veterans Memorial Boulevard, subject to Mr. Bowden confirming MCA is acceptable to the CDD's terms. 09.07.22 MCA withdrew request.			X	09.07.22

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
27	05.18.22	ACTION/AGENDA	Mrs. Adams to add times to the Fiscal Year 2023 Meeting Schedule identical to the prior year and try to schedule all or as many meetings in the morning.			X	09.07.22
28	05.18.22	ACTION	Board Members to submit comments on the Stormwater Management Needs Analysis Report to Mr. Adams within 30 days, to aggregate and submit to Mr. Tilton. Mr. Adams was authorized to advise Mr. Tilton to submit the Report subject to final review. Mr. Tilton to research records to locate missing date. 09.07.22 Mr. Tilton confirmed he submitted the Report to the County.			X	09.07.22
29	05.18.22	ACTION	Mr. Willis to mail updated GIS map to the Board. 09.07.22 Mrs. Adams will provide updated and enlarged maps to Mr. Tarr and Ms. Gartland upon in person attendance.			X	09.07.22
30	05.18.22	ACTION	Mr. Adams to revise FY 2023 proposed budget as discussed.			X	09.07.22
31	05.18.22	ACTION	Mr. Tilton to inspect wetland disturbance on East Cortile Court to determine possible erosion issues.			X	09.07.22
32	05.18.22	ACTION	Mrs. Adams to notify SOLitude of blown debris behind Lake 70.			X	09.07.22
33	05.18.22	ACTION/AGENDA	Mr. Greenberg and Mr. Chase to prepare letter to the community regarding Walking Trail. Mr. Adams to schedule Workshop. Ms. Willson to provide names of ADA Specialists.			X	09.07.22
34	05.18.22	ACTION	Mr. Tilton to provide the Board with information on geo-tubes, and identify a location to do a trial run next year. 09.07.22 Item withdrawn. No one could identify task.			X	09.07.22
35	05.18.22	ACTION	Re: Cintron and Wildlife Management Activities. Mrs. Adams: Notify Mike to expect Mr. Tilton's call about project. Mr. Tilton: Advise of outcome. Mr. Greenberg: Notify Ms. Willson if a breach of contract letter is necessary.			X	09.07.22

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12A

From: Mike Cintron <mike@cintronlandscape.com>
Sent: Friday, September 2, 2022 11:37 AM
To: Cleo Adams <crismond@whhassociates.com>
Cc: Luellen Cintron <luellen@cintronlandscape.com>
Subject: Fine waive request

Cleo: Please send this email to the board members today, thank you.

Hello Cleo and CDD Board Members:

We are writing this email to formally request the waiving of the fine of \$17,000 for going over our allotted scheduled date to finish. While we understand the need to impart possible fines on contractors, we don't believe there is any reason for it to be considered in this case.

As an overview for any board members that we have not had the opportunity to ever meet or do business with, we have been doing both tree service and landscaping in the community for many years. We have a wonderful reputation with many many residents as well as the managers at MCA and the Club and all of the subcommunities that we service in Mediterra. We have not once experienced the lack of consideration in getting paid for services rendered as well as unclear communication as we have during this project.

We began the project on January 3rd with our then tree service manager Chaz Irvin, who was the on site point of contact for this. While it took a few back and forth exchanges with the engineers to fully understand the way the clearing was to be done, we ironed that out rather quickly.

Some of the reasons why it took longer:

1. We took great care while doing this project to consider all homeowners requests (we had many that didn't like us parking nor stacking any debris near their properties, even for short periods of time). Ultimately, while we were doing this project for CDD, it directly affects the residents and we always do what we can to respect that. I believe it is why we have the reputation we do.
2. There were illegally dumped items in areas that our crews cleaned before we had clarification that it was to be left until it was addressed. (If any board members are interested in being shown the areas where the dumping is still being done, we can take you on a cart and do so)
3. Taking our crews off the job until payment was made*see below
4. Our tree service manager, of 12 years, Chaz Irvin moved out of state with short notice.
5. Overall labor shortage (not unlike most companies in this area)
6. Working around various construction sites and areas.

As I said before, we started the job on January 3rd, and did not see payment for our first invoice (dated in February) until April 5th. As we told Cleo in March, we pulled our crews off of the project

until we received atleast one of the payments. At that point, we had tens of thousands of dollars of expenses in payroll and dump fees and could not afford to keep doing work without payment. It is now September 2nd and we have yet to see the payment of the \$25,000 that Cleo said she would have corporate send us on July 25th. (\$42,000 minus the \$17,000 fine that was to be discussed on the 8/17 meeting)

We were more than open to meet in person with the board to defend our various reasons as to why it took longer than expected and will still do so this Wednesday if necessary. However, I ask that we have to no longer spend our valuable time on this. We would really like to receive our final payment of \$42,000. It is unfortunate that due to the management of this project, we will need to seriously consider doing anything else for the CDD in the future.

--

Best Regards,
Mike & Luellen Cintron
Cintron Landscape Services, Inc
Office(239)768-1472

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12B

**AGREEMENT BETWEEN THE MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT AND CINTRON LANDSCAPE SERVICES, INC.
FOR PRESERVE AREA CLEARING SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of SEPTEMBER 2021, by and between:

Mediterra Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier and Lee Counties, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("District"); and

Cintron Landscape Services, Inc., a Florida corporation with a mailing address of 7430 Musketeer Lane, Fort Myers, Florida 33912 ("Contractor", together with District, "Parties").

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Act"); and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide preserve area clearing services; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide preserve area clearing services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DUTIES. The District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.

- A. Contractor shall provide preserve area clearing services, as described in **Exhibit A**, except that all Services listed as Year 1, Year 2 and Year 3 shall be completed within the timeframe set forth in in Section 2B below. The Services shall include any effort specifically required by this Agreement and **Exhibit A** reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein and demonstrated in **Exhibit A**, including but not limited to, the repair, construction, installation, and all materials reasonably necessary. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B. Services shall commence January 3, 2022, and be completed within one hundred (100) working days of the commencement date, unless extended in writing by the District in its sole discretion or terminated earlier in accordance with Section 13 herein. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Services are not completed within the times specified herein. Should the Contractor fail to complete the Services within the time set forth herein, the Contractor shall pay to the Owner as liquidated damages and not as a penalty the amount of Five Hundred Dollars (\$500.00) per day. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D. Contractor shall perform all Services in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Services.
- E. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- F. Contractor shall report directly to the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- G. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste

materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to the Contractor.

SECTION 3. COMPENSATION, PAYMENT, AND RETAINAGE.

- A.** The District shall pay Contractor One Hundred Sixty Eight Thousand Dollars (\$168,000.000) for the Services as identified in **Exhibit A** attached hereto and incorporated herein by reference. Contractor shall invoice the District for the Services pursuant to the terms of this Agreement. The District shall provide payment within forty-five (45) days of receipt of invoices. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.
- B.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. WARRANTY. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, all Work provided by the Contractor pursuant to this Agreement shall be warranted for two (2) years from the date of acceptance of the Work by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Work, nor final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after

receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowner's within the District.

SECTION 5. INSURANCE.

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
 - (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 6. INDEMNIFICATION.

- A.** Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 7. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 8. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 9. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason

of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 11. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 12. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 13. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 14. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 15. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 16. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 19. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 21. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 22. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Mediterra Community Development
District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300

Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Contractor:

Cintron Landscape Services, Inc.
7430 Musketeer Lane
Fort Myers, Florida 33912
Attn: _____

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

SECTION 23. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 24. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Collier County, Florida.

SECTION 25. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS AGREEMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Chuck Adams** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-571-0010,

**ADAMSC@WHHASSOCIATES.COM, 2300 GLADES ROAD,
SUITE 410W, BOCA RATON, FLORIDA 33431.**

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**



Chairperson, Board of Supervisors

CINTRON LANDSCAPE SERVICES, INC.



By: _____
Its: president

Exhibit A: Scope of Services



(239)768-1472

Mediterra CDD

Attn: Cleo Adams

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	\$39,000	\$54,670	\$31,240	\$125,000
	Prune dead fronds on lower palms				
	Prune/remove low lying dead/dry plants				
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 agreement to its terms and description.

Customer Signature _____

Date _____

Initial Hand Trim to Mimic Prescribed Fire

Conservation Area boundary is to be surveyed and staked by a professional survey crew prior to work initiation. Contractor will perform the maintenance detailed below for the first 60 feet perpendicular to the Conservation Area boundary line. Management activities should take place under the supervision of a qualified environmental professional.

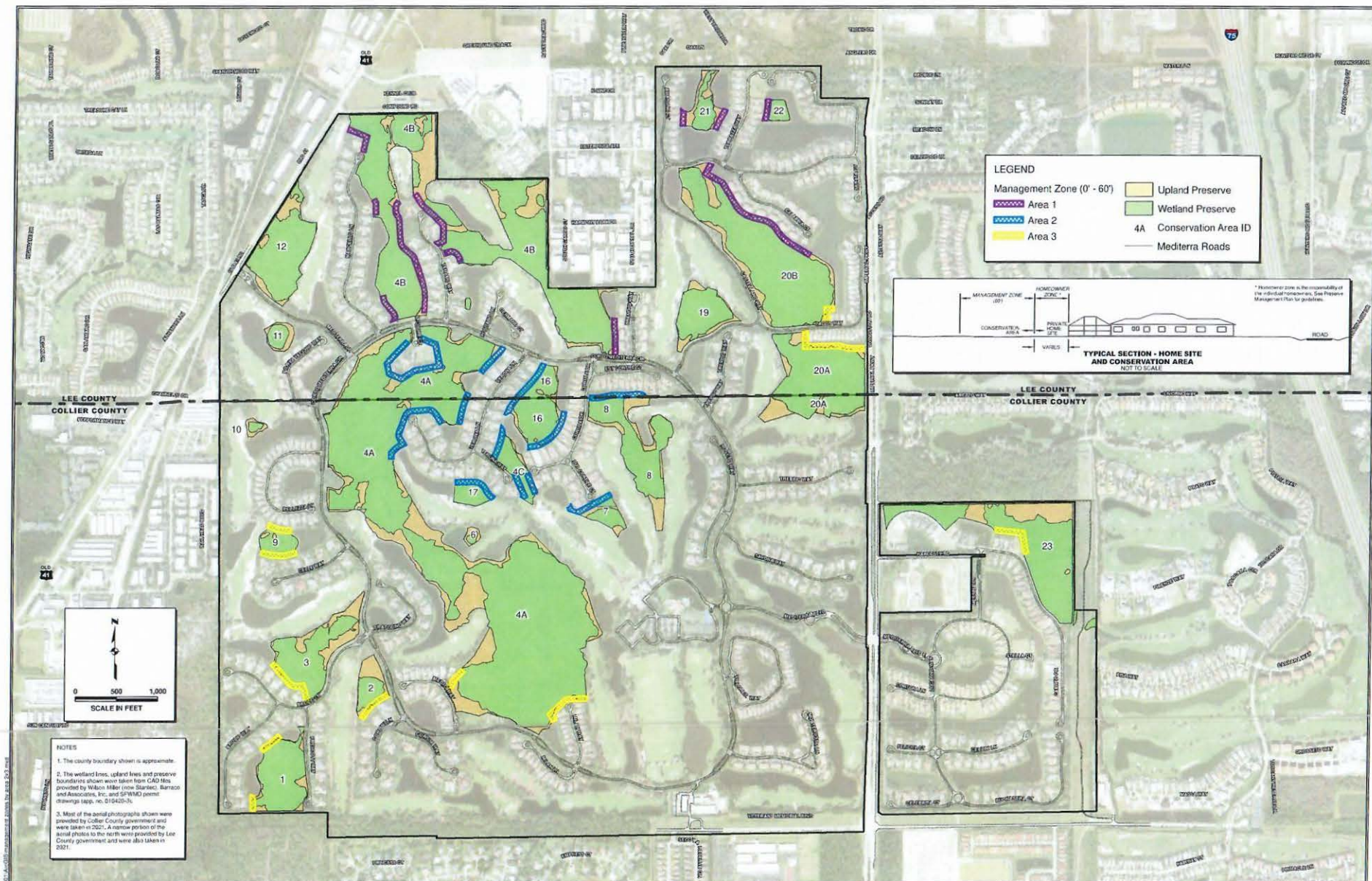
- Saw palmetto fronds will be cut back to the trunk to mimic a prescribed fire.
- Dead and fallen trees will be cut and removed from preserve areas.
- Vines will be hand pulled if they are climbing above three (3) feet in height.
- Dead palm fronds will be removed. Palms must NOT be hurricane cut. Removal of dead palm fronds is intended to solely reduce fuel loads within the preserve.
- Snags will be removed if they present an issue of health, safety, and welfare (i.e. in danger of impacting homes and associated structures).
- Accumulated pine straw and vegetative debris are to be removed.
- All trimmings will be removed from the preserve areas.

Maintenance Trimming

- Annual maintenance trims of native vegetation may only take place upon review and approval by SFWMD Environmental Resource Compliance Staff. Maintenance trimming will only be allowed if staff determines additional management is warranted to maintain the ecological integrity of the preserves and keep fuel loads at an acceptable level.
- Removal of vegetative debris, such as fallen palm fronds or dead plant material, may occur as needed, to reduce fuel loads in the preserves (NFPA 2007).

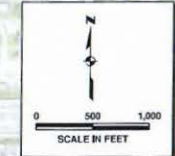
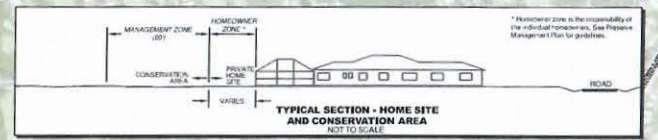
Unlimited Maintenance

- Invasive exotic/nuisance plant species, including non-native grasses, included on the Florida Exotic Pest Plant Council's Category I and II lists shall be removed annually or when they reach more than 5% coverage at a minimum.
- Native and/or non-native ornamentals, not part of the existing natural vegetative community, are not allowed within the preserve area and may be removed at any time.
- Supplemental plantings may be required to ensure compliance with the minimum 80% coverage of desirable species.



LEGEND

Management Zone (0' - 60')	Upland Preserve
Area 1	Wetland Preserve
Area 2	4A Conservation Area ID
Area 3	Medterra Roads



NOTES

1. The county boundary shown is approximate.
2. The wetland lines, upland lines and prescriptive boundaries shown were taken from CAD files provided by Wilson Miller (now Starlec), Barron and Associates, Inc. and SPWMD permit drawings (app. no. 218420-3).
3. Most of the aerial photographs shown were provided by Collier County government's and were taken in 2022. A narrow portion of the aerial photos to the north were provided by Lee County government and were also taken in 2021.

REVISIONS	

Medterra
Lee & Collier Counties, Florida



JOHNSON ENGINEERING, INC.
7127 JOHNSON STREET
P.O. BOX 1550
FIVE WATERS LUNDA 33602-1550
PHONE (239) 534-5040
FAX (239) 534-5041
P.O. 8842 N. I.R. #842

Medterra Preserve Management and
Fuel Reduction Map

DATE	PROJECT	FILE NO.	SCALE	SHEET
August 2021	2021192-001	--	As Shown	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acentria Insurance- Ft. Myers Office 11215 Metro Parkway Bldg 1 Suite 4 Fort Myers FL 33966	CONTACT NAME: Certificate Team PHONE (A/C, No. Ext): 239-939-1010 E-MAIL ADDRESS: colfm@acentria.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cintron Landscape Services, Inc. 7430 Muskateer Ln Ft Myers FL 33912	INSURER A: The Hanover Insurance Group Inc.	
	INSURER B: United Specialty Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 12537

COVERAGES

CERTIFICATE NUMBER: 1285398035


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CST0001531	1/28/2021	1/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	INLAND MARINE			IHJH16202301	1/28/2021	1/28/2022	Scheduled Equipment Request Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Mediterra CDD 2300 Glades Rd STE 410W Boca Raton FL 33431	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Ardent Insurance Group, Inc. 1004 Collier Center Way #205 Naples FL 34110		CONTACT NAME: Ardent Insurance Group PHONE (A/C, No, Ext): (239) 919-3916 FAX (A/C, No): (866) 347-8852 E-MAIL ADDRESS: info@ardentinsurancegroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lancer Indemnity Company	NAIC # 38148
INSURED CINTRON LANDSCAPE SERVICES INC 7430 MUSKETEER LANE FORT MYERS FL 33908		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master WC 21-22 Term **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10323	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Mediterra Community Development District 2300 Glades Rd. Ste 410W Boca Raton FL 33431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Collier County * City of Marco * City of Naples *
City of Everglades * Contractor Licensing

LANDSCAPING RESTRICTED CONTR.

Cert Nbr: Exp: Issuance Nbr:
C24876 09/30/2022 24876
State Nbr: State Exp:

CINTRON LANDSCAPE SERVICES, INC.

MIKE CINTRON

7430 MUSKETEER LANE

FT. MYERS, FL 33912

Signed: _____





Local Business Tax Receipt

Dear Business Owner:

Your 2021-2022 Lee County Local Business Tax Receipt is attached below for account number **0405848**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

✂

2021 - 2022
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 0405848

Account Expires: September 30, 2022

Location:

7430 MUSKETEER LN
FT MYERS FL 33912

CINTRON LANDSCAPE SERVICES INC
CINTRON MIKE
7430 MUSKETEER LN
FT MYERS FL 33912

May engage in the business of:	
PROFESSIONAL LANDSCAPING COMPANY	
The business and qualifier on this Business Tax Receipt is "REGISTERED" in compliance with ordinance 08-08.	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID 595560-5-2	07/22/2021 09:47 AM
	\$50.00

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Cynthia Landscape Services</i>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <i>7430 Musketeer Ln</i>	Requester's name and address (optional)
6 City, state, and ZIP code <i>Ft. Myers, FL 33912</i>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> <td style="border: 1px solid black; width: 25px; height: 20px;"></td> </tr> </table>												
or												
Employer identification number												
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90												

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12C

**MEDITERRA NORTH & SOUTH
COMMUNITY DEVELOPMENT DISTRICT'S**

**PRESERVE MANAGEMENT PLAN
INITIAL TRIMMING**

April 2018

**MEDITERRA NORTH & SOUTH
COMMUNITY DEVELOPMENT DISTRICT'S**

Preserve Management Plan Initial Trimming

Table of Contents

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Section 1	Contract Agreement	1 thru 7
Exhibit "A"	Detailed Specifications	
Exhibit "B"	Preserve Management Plan	
Exhibit "C"	Area Map	

**CONTRACT
MEDITERRA NORTH & SOUTH CDD'S
PRESERVE MANAGEMENT PLAN INITIAL TRIMMING**

THIS AGREEMENT, made and entered into this **day of April, 2018** by and between **EARTHBALANCE** (hereinafter referred to as Contractor) with an address of **2570 Commerce Parkway, North Port, FL 34289** and the Mediterra North & South Community Development District's, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell Hunt and Associates, LLC, 9220 Bonita Beach Road, suite 214, Bonita Springs, FL 34135 (hereinafter the "District")

WHEREAS, the District's solicited proposals from various vendors for work necessary for the Preserve Management Initial Trimming Plan within the District, as outlined on the attached Exhibit "A" (Map) and,

WHEREAS, **Contractor** has represented to the District's that **Contractor** possesses all of the necessary licenses, skill, knowledge, expertise, equipment and personnel necessary to competently perform the Preserve Management Initial Trimming Plan,

WHEREAS, **Contractor** has represented to the District's that **Contractor** has physically inspected the existing conditions of the Preserve's and is aware of and is knowledgeable to the current conditions of the Preserves and based its proposal as outlined in the Preserve Management Plan Initial Trimming.

NOW THEREFORE, for and in consideration of the premises, the terms, conditions and representations contained herein, and for other good and valuable consideration **Contractor** and the District's agree as follows:

1. The above and foregoing are true and correct.
2. **Contractor** will Initiate the Initial Hand Trim to Mimic Prescribed Fire (as denoted above and on the attached Exhibit A (Map); Exhibit B (Detailed Specifications).
3. District agrees to pay **\$117,994.00**; upon completion in compliance with this Agreement to the satisfaction of the District, up to a maximum total cost of **\$117,994.00** for the entire project.
4. **Contractor** will provide all material, equipment, supplies, and labor necessary for the initial trimming of the Preserve Management Plan within the District's.
5. Within three (3) days of the date of execution of this Agreement, and prior to the issuance of a Notice To Proceed, **Contractor** shall furnish District with Certificates of Workers Compensation, General Liability and vehicle policy limits, as follows:

A. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury

Liability and Property Damage Liability. This shall include Premises and Operations; Independent Managers; Products and Completed Operations and Contractual Liability.

B. Workers' Compensation: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by **Contractor** during the duration of this Agreement. There shall be a thirty (30) day written notification to the District in the event of cancellation or modification of any insurance coverage. The District shall be listed as the Certificate Holder and included as an Additional Insured on the Comprehensive General Liability Policy, and **Contractor** shall have the insurance carriers deliver copies of such Certificate(s) to the District.

6. This Contract and work may not be assigned by **Contractor** without the express prior written approval of the District, which approval may be withheld in the sole discretion of the District.
7. The District shall have the right to unilaterally cancel the Contract for refusal by **Contractor** to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

Contractor agrees to comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District's in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the District's would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District's all public records in possession of **Contractor** upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

(e.) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010 OR AT GILLYARDD@WHHASSOCIATES.COM OR BY MAIL AT 2300 GLADES ROAD SUITE 410W; BOCA RATON, FL 33431.

8. **Contractor** shall be responsible to apply for, obtain and pay for all permits or development orders necessary to begin and perform the work. **Contractor** shall perform all work in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.
9. The District's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the District.
10. Unless a contract between **Contractor** and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by **Contractor** to subcontractors.
11. **Contractor** shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S..
12. **Contractor** warrants and certifies to the District that neither **Contractor** nor any affiliate of **Contractor** have been convicted of a public entity crime as such is defined in Section 287.133, F.S.
13. **Contractor** warrants that **Contractor** has not employed or retained any company or person, other than a bona fide employee working solely for **Contractor** to solicit or secure this agreement and that **Contractor** has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for **Contractor** any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this agreement.

14. TERMS OF CONTRACT

The contract shall be for a period of ⁴⁵thirty days, commencing **Monday**, _____ . The contract shall terminate on _____. The District reserves the right to cancel this contract as outlined in these specifications if work is not performed in a satisfactory manner as determined in the sole and absolute discretion of the District. Notice shall be in writing and delivered by certified mail to the contractor.

The aggregate amount of proposal(s) within the contract is in the sum of \$ 117,994.00.

The Mediterra North & South Community Development District's reserves the right to terminate the contract in accordance with the following provisions:

TERMINATION- The performance of the work under this contract may be terminated by the District's in the District's sole and absolute discretion, with or without cause in accordance with this clause in whole, or from time to time in part, whenever the District's shall determine that such termination is necessary. Any such termination shall be effected by delivery to the contractor of a notice of termination specifying the extent to which performance of the work under the contract is terminated, and the date upon which such termination becomes effective. In the event of termination without cause the date of termination shall be at least thirty (30) days from date of delivery of written notice either hand delivered or sent certified mail return receipt requested.

After receipt of a notice of termination, and except as otherwise directed the contractor shall:

- a. Stop work under this contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontract for materials, services, facilities except as may be necessary for completion of such portion of the work under this contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the approval or ratification of the District to the extent he may require, which approval or ratification shall be final for all purposes of this clause.
- e. Transfer title and deliver to the District's, in the manner, at the times, and to the extent, if any, directed by the District's, the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the work terminated by the notice of termination.
- f. Complete performance of such part of the work which shall not have been terminated by the notice of termination.
- g. Take such action as may be necessary or as the District's may direct, for the protection and preservation of the property related to this contract which is in

the possession of the contractor and in which the District's has or may acquire an interest.

- h. Deliver to the District's waivers and releases of liens and / or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

After receipt of a notice of termination, the contractor shall submit to the District's his termination claim, in satisfactory form. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District's. No claim will be allowed for any expense incurred by contractor after the effective date of the notice of termination. Upon failure of the contractor to submit his termination claim within the time allowed, the contractor shall be deemed to waive any right to any further compensation.

The contractor and the District's may agree upon the whole or any part of the amount or amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the contractor shall be paid the agreed amount.

The total sum to be paid to the contractor shall not exceed the total contract price as reduced by the amount of payments otherwise made and as for further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the District's shall have otherwise expressly assumed the risk of loss, these shall be excluded from the amounts payable to the contractor the fair value, as determined by the District's, or property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the District.

In arriving at the amount due the contractor under this clause these amounts that shall be deducted (1) all non-liquidated advance or other payments on account therefore made to the contractor, applicable to the terminated portion of this contract, (2) any claim which the District's may have against the contractor in connection with this contract, and (3) the agreed price for, or in the proceeds or sale of, any materials, supplies, or other things kept by the contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the District's.

Should the Contractor desire to give notice to the District's, it must be given by a (60) Day written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last

specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR Contractor

Name: Each Balance Corporation
Address: 2570 Commerce PKwy, North Port, FL 34289
Telephone: 941-426-7878
SS#/Tax ID: 59-2612208

FOR DISTRICT:


Mediterra North & South CDD's
9220 Bonita Beach Road, #214
Bonita Springs, FL 34135
(239) 498-9020
(239) 989-2939 (M)


15. Venue and jurisdiction for any litigation arising out of this agreement shall be in the state court of appropriate jurisdiction in Lee & Collier County, Florida.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

MEDITERRA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS

By: 
Witness

By: 
Chesley "Chuck" Adams
District Manager

Signed, sealed and witnessed in the
presence of:

As to Contractor: EarthBalance Corp.

By: 

By: 

Its: President, CEO



Price Quote

PROJECT NAME: **Mediterra Preserve Management Plant Initial Trimming**

ATTENTION: Chuck Adams, Director of Operations
Mediterra CDD c/o Wrathell, Hunt and Associates
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
adamsc@whhassociates.com

PRICE QUOTED:

Description	Total Price
Debris Removal	\$117,994.00

Approved by Med S Board

SCOPE OF WORK:

Debris Removal

EarthBalance® will provide all labor and materials necessary to trim and remove debris from the preserve at the Mediterra CDD located in Lee and Collier Counties, Florida. This task will include the removal of branches and debris within the preserve as outlined in the Mediterra Preserve Management Plan. Trimming and debris removal will occur in the areas hatched as "management zone" 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 above for a fixed fee of **\$117,994.00.**



PRICE QUOTE TERMS AND CONDITIONS

1. **Services.** EarthBalance® hereby agrees to provide all supervision, labor, materials, equipment, and other facilities to complete the Work as described in the attached Price Quote ("Scope of Work" or "Work"). EarthBalance® agrees to use its best efforts in completing the Work. The Work shall be accomplished in a workmanlike and professional manner using the degree of skill and care ordinarily exercised by a reputable member of EarthBalance's® profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended, unless provided in the Scope of Work.

This agreement is limited to tasks identified in the attached Price Quote and does not include additional or repeat Work resulting from changes to the project or the information upon which this agreement is based. Modification to the final work products performed at the request of the Client that is not the result of the Contractor's errors or omissions shall be billed to the Client as additional services.

2. **Time.** This quote shall remain valid for a period not to exceed thirty (30) days beyond the date of submittal. If not accepted within this period, EarthBalance® reserves the right to modify any portion thereof, or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.

3. **Duty to Cooperate.** Client agrees to cooperate with EarthBalance® in all respects in connection with EarthBalance's® efforts to discharge the Scope of Work. Client shall make Client's property available to EarthBalance®, shall timely comply with EarthBalance's® requests for information, and shall execute all documents reasonably required by EarthBalance® in discharging the Scope of Work. Client agrees to inform EarthBalance® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.

4. **Payment.** Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, EarthBalance® shall invoice Client for all work performed in the prior month and any other sums due EarthBalance®. Client shall pay the invoice amount within thirty (30) days after the invoice date. EarthBalance® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date.

Client agrees that EarthBalance® may place a lien upon the Property for Work performed under the attached Price Quote and that EarthBalance® may record and enforce the lien for Work performed in accordance with the provisions of Florida's Construction Lien Law. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, if EarthBalance® places this executed Price Quote in the hands of an attorney for the collection of any sums due hereunder, Client agrees to reimburse EarthBalance® for its reasonable attorney's fees and costs relating thereto.

5. **Termination and Default.** This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.

6. **Force Majeure Event.** EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in EarthBalance's® determination to proceed with the Work (collectively, a "Force Majeure Event"). EarthBalance® shall have no obligation to resume Work discontinued under this Section. If EarthBalance® elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of EarthBalance's® notice of the Force Majeure Event.

7. **Miscellaneous.** The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced.

This agreement shall be construed and interpreted in accordance with, and the validity of this agreement shall be judged by, the laws of the State of Florida.

This agreement sets forth the entire agreement and understanding of the parties hereto. It may only be amended, modified or terminated by the written mutual consent of all of the parties hereto and duly executed by the authorized representatives of the parties hereto.

03270.43 3 of 3 pages Initials _____ Date _____
Mediterra Preserve Management Plan Initial Trimming Chuck Adams

2570 Commerce Parkway North Port, FL 34289 941.426.7878(p) 941.426.8778 (f) earthbalance.com

ATTACHMENT 5

**MANAGEMENT ACTIVITY
GUIDELINES**

"EXHIBIT B"

Initial Hand Trim to Mimic Prescribed Fire (3- to 5-year frequency)

Conservation Area boundary is to be surveyed and staked by a professional survey crew prior to work initiation. Contractor will perform the maintenance detailed below for the first 60 feet perpendicular to the Conservation Area boundary line.

- Saw palmetto fronds will be cut back to the trunk to mimic a prescribed fire.
- Dead and fallen trees will be cut and removed from preserve areas.
- Vines will be hand pulled if they are climbing above three (3) feet in height.
- Dead palm fronds will be removed. Palms must NOT be hurricane cut. Removal of dead palm fronds is intended to solely reduce fuel loads within the preserve.
- Snags will be removed if they present an issue of health, safety, and welfare (i.e. in danger of impacting homes and associated structures).
- Accumulated pine straw and vegetative debris are to be removed.
- All trimmings will be removed from the preserve areas.

Maintenance Trimming

- Annual maintenance trims of native vegetation may only take place upon review and approval by District Engineering Staff. Maintenance trimming will only be allowed if staff determines additional management is warranted to maintain the ecological integrity of the preserves and keep fuel loads at an acceptable level.
- Removal of vegetative debris, such as fallen palm fronds or dead plant material, may occur as needed, to reduce fuel loads in the preserves (NFPA 2007).

Unlimited Maintenance

- Invasive exotic/nuisance plant species, including non-native grasses, included on the Florida Exotic Pest Plant Council's Category I and II lists shall be removed annually or when they reach more than 20% coverage at a minimum.
- Native and/or non-native ornamentals, not part of the existing natural vegetative community, are not allowed within the preserve area and may be removed at any time.

Mediterra Community Development District
Preserve Management Plan
Management Zone Initial Clearing
RFP
03/18

Thank you for your interest in providing a proposal for vegetation removal within certain portions of the District Preserve Management Plan. The primary purpose of this project is to remove and/or reduce flammable materials within the Management Zone (first 60' of conservation area shown in purple cross hatch on attached map) The work is intended to begin in mid-April and to be completed within 30 days (max).

- 1) Methods of removal and materials subject to removal within the Management Zone are more specifically detailed in sections 3.0, 3.1, 3.1.1, 3.1.2 and 3.1.3 of the attached Mediterra Preserve Management Plan dated March 2018.
- 2) All debris subject to removal from the Management Zone is to be removed from site and disposed of at a state licensed horticultural disposal or recycling site. Transporting from Management Zone to street may be completed utilizing carts/ATVs and trailers where the debris can be loaded into vehicles for transport off site. Chipping street side into box trucks or trailers is acceptable. No on-site overnight staging/storing of debris or equipment will be allowed.
- 3) Street side off loading areas shall be properly marked for traffic and public safety (cones/safety signs etc) and shall be cleaned to their original condition before leaving the site for the day or upon completion of the work in that area.
- 4) Access to Management Zones will be tightly coordinated with owner representative and shall not be assumed by contractor. Existing District Easements are available to access all areas from roadside or golf course, between and/or behind homes.
- 5) Approved work hours are 8am to 5pm Monday through Friday. Crews shall be closely supervised at all times to insure accurate implementation of the specifications and professional oversight/interaction with property owners.

MEDITERRA
Preserve Management Plan

SFWMD Permit No. 11-01761-P
USACOE Permit No. 199900076 (IP-SB)

March 2018

Prepared for:

Mediterra Community Development Districts

Prepared by:

JOHNSON
ENGINEERING
2122 Johnson Street
Fort Myers, FL 33901
(239) 334-0046

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- Attachment 1 SFWMD/USACOE Permits
- Attachment 2 Copy of Recorded Conservation Easements
- Attachment 3 Mediterra Preserve Management and Fuel Reduction Map
- Attachment 4 Fuel Reduction Opinion of Probable Cost
- Attachment 5 Management Activity Guidelines
- Attachment 6 Education Material

1.0 INTRODUCTION

1.1 Background

The Mediterra residential community received approval of ERP Permit Number 11-01761-P from the South Florida Water Management District (SFWMD) on November 10, 1999. Approval from the US Army Corps of Engineers (USACE) was received through DA Permit Number 199900076(PI-SB) in January 2000. Copies of these permits are provided in **Attachment 1**. The project encompasses approximately 1,445 acres in Sections 1,2,11, and 12 of Township 48 South, Range 25 East in Lee and Collier Counties, Florida. A project location map is provided as **Figure 1**. Mediterra is comprised of single family residential homes, two golf courses, and twenty-one (21) natural preserve areas. The preserves are afforded protection by Deeds of Conservation Easement (Conservation Easements) to the SFWMD, which were required as compensation for wetland impacts resulting from the initial construction of the community. A copy of each recorded conservation easement is provided in **Attachment 2**. The Mediterra North Community Development District (CDD) (Lee County) and Mediterra South CDD (Collier County) are tasked with overseeing the management of the preserves and compliance with permit special conditions.

As was standard at the time of SFWMD permit issuance, management activities in the approved maintenance plan focused on wetland restoration and included invasive vegetation removal and hydrologic enhancement. Prescribed burning and beneficial maintenance of native vegetation were not required and are, in part, restricted by the conservation easements, which prohibit the removal or destruction of trees, shrubs, or other vegetation, that was not in accordance with a SFWMD approved maintenance plan. Nearly two decades later, the preserves at Mediterra have transitioned from an open mid-canopy over a diverse understory, toward a closed mid-canopy and reduced diversity and coverage of beneficial groundcover. For communities permitted now, regulations governing the creation and maintenance of preserves have changed, and the environmental benefits of prescribed burning and maintenance of native vegetation are now commonly considered and required as part of preserve management plans. Additionally, many of these activities are now required to be considered as part of Wildfire Hazard Mitigation Plans during local permitting approval (City of Bonita Springs Ordinance No. 15-28 §3-417e). Mediterra is looking to create a preserve management plan to reflect the known benefits of these types of land management activities.

1.2 Goals

The existing Deeds of Conservation Easement do not currently allow for fuel reduction, or beneficial maintenance of native vegetation due to the following exclusions stated in the easements:

- 2c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a SFWMD approved maintenance plan;
- 2d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner as to affect the surface.

Under Section 3, the easements do allow for passive recreational uses upon written approval by the SFWMD. Based on the Section 3 allowance, the caveat in Section 2c regarding a "SFWMD approved maintenance plan," this Preserve Management Plan is being developed for submittal to SFWMD to incorporate additional land management activities.

This Preserve Management Plan is designed to take a proactive approach to maintaining the health and diversity of preserve areas within the Mediterra community while simultaneously reducing and preventing risks to the community resulting from a wildfire occurring within those preserves.

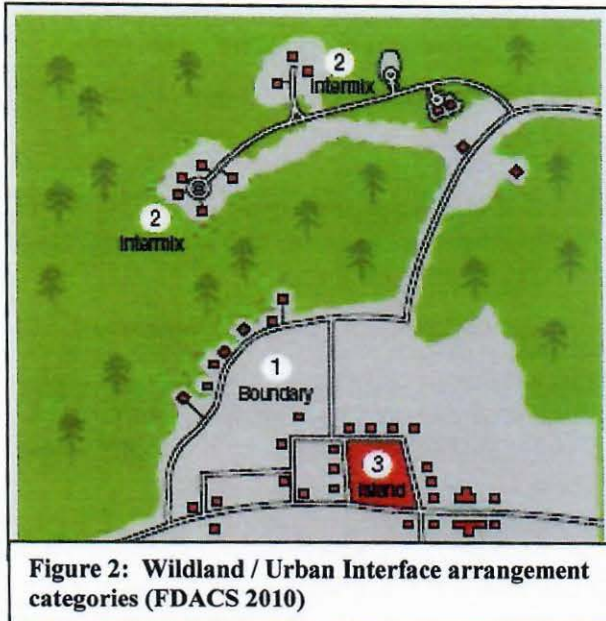
This management plan, once approved by the reviewing agencies, will set forth allowable preserve management activities, but is not meant to replace the special conditions of the permits and conservation easement. Rather, it serves as a tool to aid the operating entity, the Mediterra CDDs, in managing the preserve areas of Mediterra to increase the health and diversity of the natural systems while reducing the potential for property damage caused by catastrophic wildfires. It is the responsibility of the CDDs to be familiar and comply with the conditions of the permits and conservation easements in perpetuity.

2.0 EXISTING CONDITIONS

The conservation areas of the Mediterra community total nearly 400 acres, covering approximately one-third of the total land area. These areas were incorporated during the design phase of Mediterra to provide aesthetically pleasing views from residences and the golf course and create visual interruptions between smaller sub-communities while preserving higher quality wetland habitat as required by various permitting agencies. This allowed the preserve and conservation areas being intertwined with golf course and residential dwellings throughout the development. The design of the preserve areas relative to homes and other development along with the species composition of the preserves and the vegetative structure and fuel load within the preserves offer a descriptive picture of the fire susceptibility of a community.

2.1 Design

Like many large developments in southwest Florida, Mediterra was designed specifically to retain large expanses of native areas within the development. Retaining these natural areas was accomplished by designing the communities around existing wetlands and incorporating those



wetlands into the stormwater management system to help regulate their hydrology. Additional upland buffers were also retained to help protect the wetlands from encroachment. This design often results in “fingers” of residential development with preserves, golf course, or lakes on either side. This development pattern results in a Wildland Urban Interface (WUI) arrangement that is best described as “intermix” for much of Mediterra. **Figure 2** depicts the three common types of wildland / urban interface. The “intermix” WUIs are considered problematic and costly to firefighting resources and research has indicated that wildfire damage becomes worse with more WUI and intermix development (Irwin 1987).

2.2 Species Composition

Predominant vegetative communities within the preserves of Mediterra include cypress stands and pine flatwoods, with some small pockets of freshwater marsh and prairie. The cypress communities within Mediterra are associated with occurrences of hydric and mesic flatwoods. In general, most of the cypress stands on site are transitioning from areas with near 100% cover of bald cypress (*Taxodium distichum*), to slash pine (*Pinus elliotti*) intermixed with cypress and cabbage palm (*Sabal palmetto*). Midstory vegetation is increasing and consists of shrubs such as wax myrtle (*Myrica cerifera*), myrsine (*Myrsine cubana*) and various hollies (*Ilex spp.*). Further transition of these wetland areas results in increased coverage by pines and encroachment of saw palmetto (*Serenoa repens*) into understory. The flatwoods with saw palmetto understory often occur near residential structures. This is a relatively common pattern in larger communities, where development was planned in upland areas to minimize wetland impacts and mitigation costs.

Just as certain building materials behave differently or are more flammable than others when exposed to wildfire, certain plant species also perform differently or are more flammable when exposed to wildfire. For example, pine trees are highly fire resistant as long as the flame height does not reach into the crown. However, pines drop needles that often form a thick layer of combustible duff on the ground allowing a fire to move more readily across the landscape. Cabbage palms are also resistant to most fires as they can recover from losing their fronds, however the bases of discarded palm fronds or “boots” (**Figure 3**) often remain on the trunk and can collect pine needles and other combustible material allowing a fire to move up from the ground into the canopy. Saw palmetto is especially suited to survive fires and is often the first species to reemerge after a wildfire has passed through an area, however saw palmetto has been described as Florida’s natural equivalent to a “lake of gasoline” (FDACS 2010) igniting easily and carrying fire quickly during dry conditions while launching firebrands hundreds of feet into the air. “Firebrands are airborne, burning materials or embers that are carried upward by a wildfire and deposited elsewhere. Firebrands can be carried distances of a mile or more by rising hot air currents and winds associated with wildfire. Saw palmetto, cabbage palm, and other types of vegetation tend to form airborne embers when they burn, making firebrands a particular danger in Florida” (FDACS 2010)



Figure 3: Cabbage Palm Boots. (UFEI 2017)

Unfortunately, the vegetative palette found in preserve areas of Mediterra includes several species that are considered highly-flammable by FDACS including slash pine, cypress, cabbage palm, saw palmetto, wax myrtle and gallberry. **Table 1** provides a list of “more-flammable” trees and shrubs found in Florida and **Table 2** provides a list of “less-flammable” trees and shrubs in Florida (FDACS, 2017). Species commonly found in the preserves of Mediterra are highlighted with light green. Since species composition of the preserves areas cannot be altered, species specific consideration must be given when developing a preserve management plan.

Table 1: FDACS List of More-Flammable Trees and Shrubs

TREES			
Pines	Bald Cypress	Red Cedar	American Holly
Italian Cypress	Yew	Leyland Cypress	Yaupon Holly
Boxwood	Melaleuca		
PALMS			
Cabbage Palm	Saw Palmetto		
SHRUBS			
Wax Myrtle	Gallberry	Pampas Grass	Arizona Cypress
Arborvitae	Juniper		

Table 2: FDACS List of Less Flammable Trees and Shrubs


TREES			
Ash	Magnolia	Sweet Acacia	Pecan
Citrus	Maple	Silver Button	Willow
Crape Myrtle	Redbud	Tabebuia	Sea Grape
Dogwood	Sycamore	Gumbo-Limbo	Catalpa
Jacaranda	Viburnum	Red Mulberry	Hawthorne
Loquat	Winged Elm	Red Bay	Elm
Oaks	Citrus	Green Button	Basswood
Peach	Plum	Mahogany	Hophornbeam
Black Cherry	Sweet Gum	Satin Leaf	Blue Beech
Sparkleberry	Persimmon	Pigeon Plum	River Birch
PALMS			
Pindo Palm	Alexander Palm	Sago Palm	King Sago Palm
Queen Palm	Pygmy Date Palm		
SHRUBS			
Agave	Philodendrom	Century Plant	Hydrangea
Aloe	Pittosporum	Coontie	Oleander
Azalea	Red Yucca	Anise	Pyracantha
Viburnum	Beauty Berry	Indian Hawthorne	Camellia
Oakleaf Hydrangea			

2.3 Vegetative Structure and Fuel Load

The preservation of large expanses of natural areas in developments without regular maintenance has resulted in increased fuel loads and alteration of the vegetative structure within the preserves. This increased midstory coverage often outcompetes groundcover species resulting in reduced biodiversity within preserves. Exclusion of fires from natural areas along with restrictions on removing vegetation from preserves allows species like wax myrtle, gallberry, cabbage palm and saw palmetto to increase coverage and grow higher into the midstory. Not only does this increase the fuel load in an area, it also allows the fire to move vertically from the ground into flammable vegetation of the midstory strata and then into the treetops above. Vegetative fuels that enable a fire to move vertically from the ground into the canopy are often referred to as ladder fuels. **Figure 4** depicts two separate types of ladder fuels. The photo on the left shows vines and shrubs crowding into the midstory. The photo on the right shows a midstory of dried cabbage palm fronds that could carry flames into the canopy and be lifted with rising hot air as firebrands.

Ladder fuels carry fire from the ground to the treetops or eaves of a building

- Vines climbing on trees or walls
- Small pine trees (up to 15 feet tall) under taller pine trees or eaves
- Tall shrubs under pine trees or eaves
- Any flammable shrubs that are under pine trees or eaves



Vines, tall shrubs, and small trees or palms can act as ladders leading wildfire into the crowns of the pine trees.
Photo: (left) FDCA, (right) FDCP

Figure 4: Ladder Fuels. (FDACS 2010)



Figure 5: Ladder fuel trapped in palm fronds.

Figure 5 depicts a close-up view of a cabbage palm filled with pine needles, dead palm fronds and other combustible materials that could carry a surface fire into the canopy during wildfires. The preserve areas at Mediterra display an increase in coverage within the midstory strata due to overgrown shrubs and young trees. **Figure 6** depicts a typical pine flatwood preserve area at Mediterra where shrubs have become overgrown. This preserve exhibits limited to no separation between surface and canopy fuels, which is a condition that is conducive to a wildfire quickly intensifying.



Figure 6: Example of vegetative structure observed in a preserve at Mediterra.

Figure 7 depicts a pine flatwood area that has been maintained to reduce vegetation in the midstory. Although different habitats will have differing levels of fuel reduction, this photo shows a healthy pine flatwoods habitat with an open midstory. A wildfire occurring in this habitat would likely have lower flame heights, would burn at a lower intensity and the threat to nearby structures would be greatly reduced.



Figure 7: Example of vegetative structure showing a more open, fire-maintained pine flatwood community. (FPS)

While fuel load was not specifically measured during this assessment, general observations by JEI ecologists, NCFR chief, and FFS staff noted that vegetative structure, fuel load, and vegetative



Figure 8: Example of fuel load in Mediterra in February of 2018.

community conditions were conducive to wildfire in several areas throughout Mediterra. These observations occurred during the 2015/2016 El Niño event when precipitation was above average. During wet conditions, it is unlikely a wildfire would start within, or spread to, cypress habitats; however, the pine flatwood areas remain susceptible to wildfire, particularly given the proximity to human activities. During drought conditions, susceptibility to wildfire could be expected to increase along with the ability for wildfire to spread into cypress habitats. These observations have been further substantiated by the two recent wildfires that have occurred within the community in 2017.

Furthermore, Hurricane Irma in September 2017, caused a lot of additional debris to accumulate in the Conservation Areas. Thick duff layers and fallen, dead debris were observed on the site in February of 2018. **Figure 8** shows a typical duff layer in the Mediterra Conservation Area within 60 feet of residential property.

3.0 FUEL LOAD REDUCTION STRATEGY

The Mediterra Preserve Management Plan will utilize selective hand-trimming of native mid-canopy/groundcover vegetation as the primary management tool to improve the ecological integrity of the preserves and reduce fuel loads within the development. This fuel load reduction method is proposed for the first 60-feet of the conservation areas. A map depicting the locations of uplands and wetlands within the Conservation Easements is provided in **Attachment 3** Mediterra Preserve Management and Fuel Reduction Map and details the total acreage of proposed trimming. The methods proposed to achieve fuel load reduction are detailed below.

3.1 Hand Trimming to Mimic Prescribed Fire (3 - 5 years)

Trimming must be done in a manner to maintain the integrity of plant material and is to emulate a natural vegetative community, not a landscape area. The goal of hand-trimming is to mimic a natural fire regime to the best extent practicable. No living, healthy trees will be removed during the trimming process. Laborers may use machetes, loppers, and/or chainsaws to trim native vegetation in the mid-

canopy/groundcover, following the oversight of the qualified environmental specialist. Since the goal of the initial trim is to emulate a natural system under a normal fire regime, this thorough type of trim should not occur more frequently than every three (3) to five (5) years. All trimmings will be removed from the conservation areas by hand. The targeted species and their management guidelines are detailed in **Attachment 5** and below.

3.1.1 Saw Palmetto



Figure 9: Saw Palmetto as observed in Mediterra in February of 2018.

The Mediterra conservation areas contain considerable amounts of dense saw palmetto, which is considered one of the most flammable naturally occurring groups of plants in the southern United States (Doran et al. 2004). As such, saw palmetto fronds may be cut back to the trunk to mimic a prescribed fire during the initial trim to reduce fuel loads in the preserve areas adjacent to residential structures (NFPA 2007). The trimming must be done in a manner to

maintain the integrity of the overall plant material and is intended to emulate a natural vegetative community, not a landscaped area. The trunks of the saw palmetto will not be cut. Saw Palmetto as observed in the Mediterra Community currently is shown in **Figure 9** and the proposed trimming after two years of re-growth is shown in **Figure 10**.



Figure 10: Saw Palmetto two years post trimming

3.1.2 Cabbage Palm

The bases of discarded palm fronds or “boots” of the cabbage palm often remain on the trunk and can collect pine needles and other combustible material allowing a fire to move up from the ground into the canopy. Cabbage palm boots, and fronds hanging below 90 degrees from vertical shall be trimmed and removed. Cabbage palms can benefit from losing their fronds and **Figure 11** shows an example of a cabbage palm after the proposed trimming.



Figure 11: Cabbage Palm after proposed trimming

3.1.3 Other Species and Duff Layer

Vines may be cut and hand-pulled if they are climbing above three feet in height. Accumulated pine straw and vegetative debris are highly flammable and shall be removed near residential structures (Doran et al. 2004; NFPA 2007). Accumulated duff layers, dead and diseased trees, and palm fronds hanging below 90° from the trunk will be removed.

3.2 Maintenance Trimming (Annually)

As some areas of the preserves likely receive non-target irrigation and fertilization from the golf course and adjacent residences, the potential exists that maintenance trimming may need to be conducted in between the more thorough trims described in Section 3.1. Maintenance trimming should not be

conducted more than once per year. When determined necessary, the goal of the maintenance trims should remain to keep fuel loads at an acceptable level and maintain the ecological integrity of the conservation areas. Removal of vegetative debris, such as fallen palm fronds or dead plant material, may occur no more than once per year, to reduce fuel loads in the preserves (NFPA 2007).

3.3 Unlimited Maintenance

It is important to note the frequency of hand trimming guidelines previously described does not apply to invasive exotic/nuisance plant species, including non-native grasses, as stated on the Florida Exotic Pest Plant Council's Category I and II lists. Exotic/nuisance species included on this list can be removed from the preserve areas at any time without prior authorization from SFWMD staff. The current list of Category I and II exotics is provided in Appendix D of this report for reference. At a minimum, exotic plants shall be removed annually or when they reach more than 20% coverage. Additionally, native and/or non-native ornamentals, not part of the existing indigenous vegetative community, are not allowed within the preserve area and may be removed at any time.

4.0 HOMEOWNER RESPONSIBILITY

4.1 Property Maintenance

The homes in Mediterra are generally constructed and maintained to reduce the risk of burning during a wildfire. However, the following maintenance activities should be used to ensure continued structure resistance to wildfires.

- Remove pine needles and other flammable debris from roofs.
- Replace combustible or meltable soffits and gutters with noncombustible, and non-meltable alternatives.
- Arrange landscaping in separate islands that are divided by at least ten feet of turf or low groundcover.
- Prune tree branches within 15 feet of the house. See **Figure 12** for an example of a cabbage palm on private property touching eaves of home.
- Replace “more-flammable” plants such as saw palmetto, wax myrtle, gallberry, and pampas grass with “less-flammable” substitutes such as cocoplum, beautyberry, and other appropriate native shrubs and groundcover.
- Substitute pine straw mulch with less flammable options such as stones, decomposed granite, sod or shredded bark, or keep moist through responsible irrigation.
- Provide 15-foot vegetation clearance around flammable materials such as propane tanks, grills, fire pits, and storage structures.
- Irrigate wisely during dry seasons within local water management guidelines.
- Regularly clean gutters to remove pine needles and other dead vegetation.

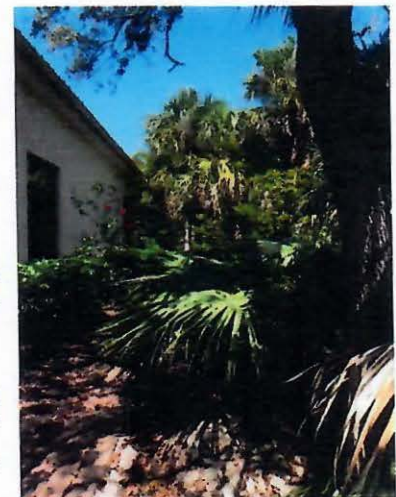


Figure 12: Cabbage palm fronds in contact with eaves of home.