

MEDITERRA

COMMUNITY DEVELOPMENT DISTRICT

December 8, 2021

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

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

December 1, 2021

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 December 8, 2021 at 3:00 p.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. Chairman's Comments
3. Presentation: Frescott Drain Issues on Club Property
 - Update: Installation of East Gate
4. Update: Lake 74 Permit
 - Notice of Action
5. Consideration: Agreement for Underwriting Services with MBS Capital Markets, LLC
6. Discussion: AR Reporting Policy
7. Discussion: Review of Aerator Failures and Repair Issues
8. Discussion: February Meeting Date Change
9. Acceptance of Unaudited Financial Statements as of October 31, 2021
10. Approval of October 20, 2021 Regular Meeting Minutes
11. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, P.A.*
 - Consideration of Kutak Rock LLP Fee Agreement
 - B. District Engineer: *Johnson Engineering, Inc.*

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

- NEXT MEETING DATE: January 19, 2022 at 3:00 P.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

12. Action/Agenda or Completed Items

13. Old Business

- Status: Review of Properties with a Fence and Any Unimproved Land/Letter to London Bay Homes

14. Supervisors' Requests

15. Public Comments

16. 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: 866-342-8591
 CONFERENCE ID: MEDITERRA
 PROGRAM TITLE: MEDITERRA CDD BOARD OF SUPERVISORS MEETING

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
 CONFERENCE ID: MEDITERRA
 PROGRAM TITLE: MEDITERRA CDD BOARD OF SUPERVISORS MEETING

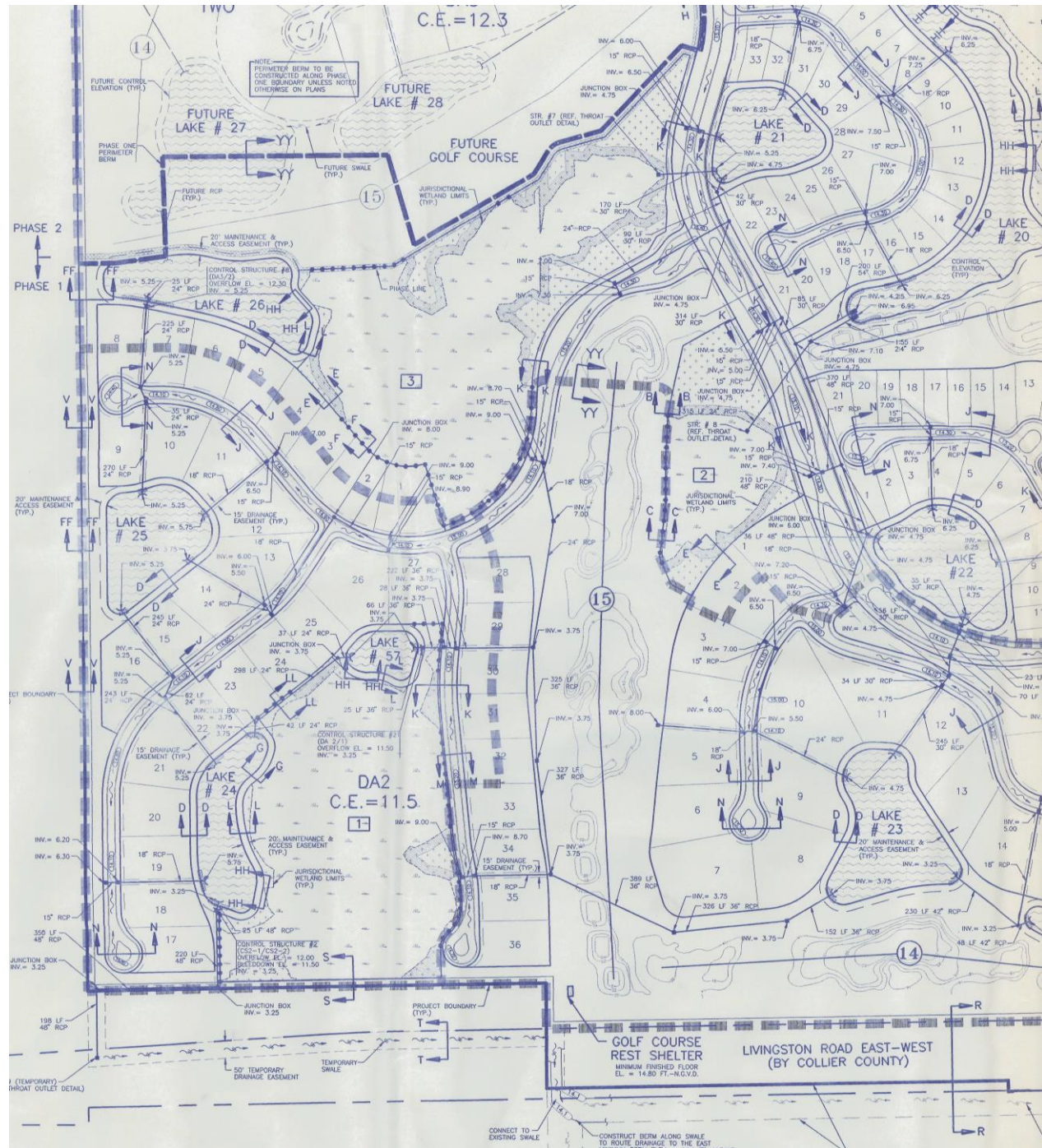
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

3

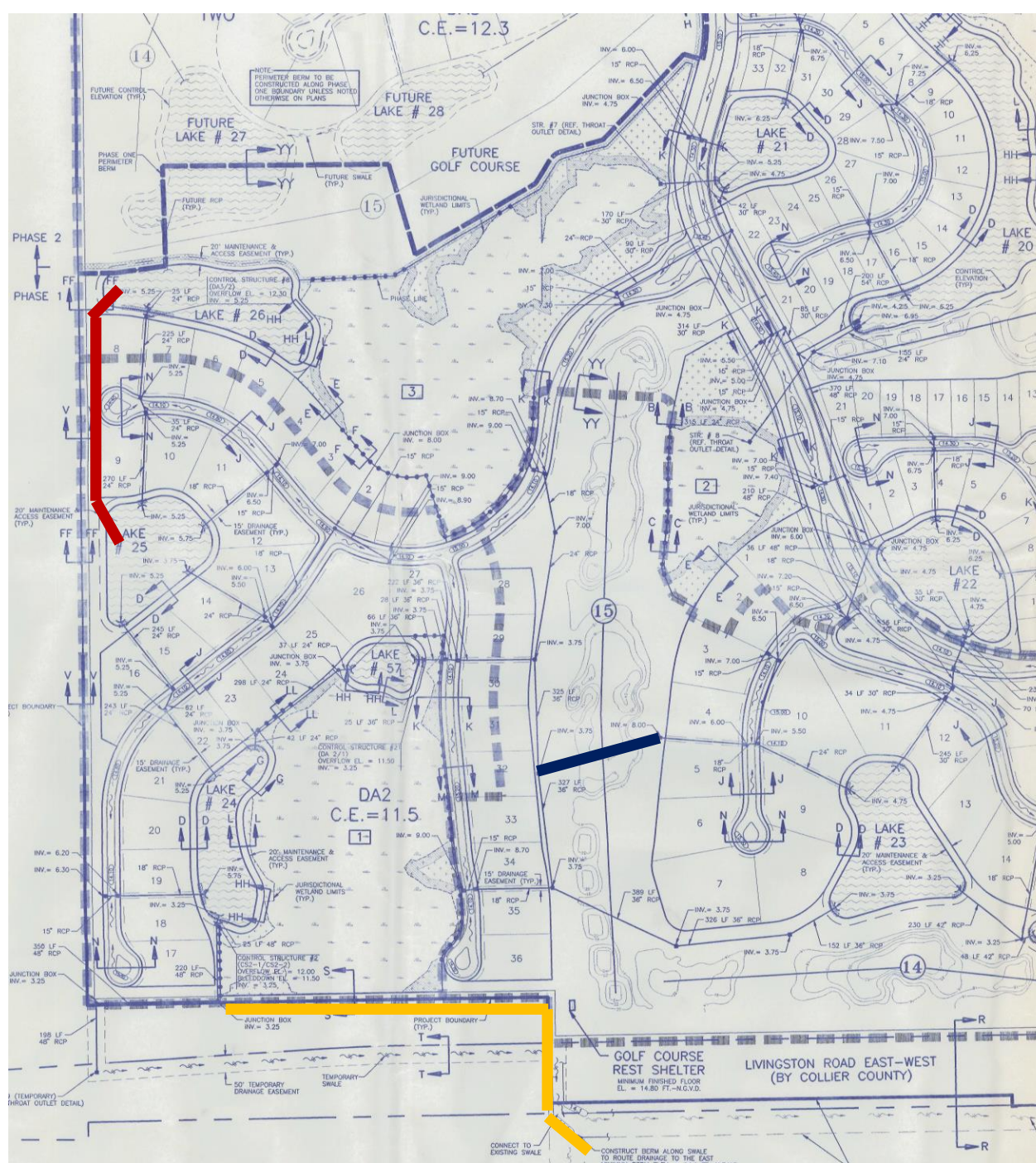
DA 1 and DA 2

Southwest Mediterra CDD

Area Drainage



Area Drainage Update



MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

December 8, 2021

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 2012 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

9

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
OCTOBER 31, 2021**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
OCTOBER 31, 2021**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2013	
ASSETS				
Cash				
Operating	\$ 218,043	\$ -	\$ -	\$ 218,043
Investments				
BB&T - CDARS	1,496	-	-	1,496
Series 2012				
Revenue	-	232,942	-	232,942
Reserve	-	774,889	-	774,889
Prepayment	-	19,901	-	19,901
Series 2013				
Revenue	-	-	189,592	189,592
Reserve	-	-	75,000	75,000
Series 2017 Note				
Reserve*	10,000	-	-	10,000
Due from general fund	-	7,716	4,003	11,719
Due from other	8	-	-	8
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 231,893</u>	<u>\$ 1,035,448</u>	<u>\$ 268,595</u>	<u>\$ 1,535,936</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 6,547	\$ -	\$ -	\$ 6,547
Due to debt service - series 2012	7,716	-	-	7,716
Due to debt service - series 2013	4,003	-	-	4,003
Total liabilities	<u>18,266</u>	<u>-</u>	<u>-</u>	<u>18,266</u>
Fund Balances				
Restricted for:				
Debt service	-	1,035,448	268,595	1,304,043
Unassigned	213,627	-	-	213,627
Total fund balances	<u>213,627</u>	<u>1,035,448</u>	<u>268,595</u>	<u>1,517,670</u>
Total liabilities and fund balances	<u>\$ 231,893</u>	<u>\$ 1,035,448</u>	<u>\$ 268,595</u>	<u>\$ 1,535,936</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 OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ -	\$ -	\$ 1,107,013	0%
Interest and miscellaneous	2	2	-	N/A
Total revenues	<u>2</u>	<u>2</u>	<u>1,107,013</u>	0%
EXPENDITURES				
Administrative				
Supervisors	1,077	1,077	9,900	11%
Management	4,164	4,164	49,973	8%
Accounting	1,392	1,392	16,700	8%
Audit	-	-	10,000	0%
Legal	-	-	10,000	0%
Field management	1,275	1,275	15,300	8%
Engineering	-	-	95,000	0%
Trustee	-	-	10,000	0%
Dissemination agent	333	333	4,000	8%
Arbitrage rebate calculation	-	-	1,500	0%
Assessment roll preparation	417	417	5,000	8%
Postage	115	115	1,000	12%
Insurance	11,070	11,070	11,800	94%
Legal advertising	-	-	4,000	0%
Contingencies	105	105	2,500	4%
Annual district filing fee	175	175	175	100%
Website	-	-	705	0%
ADA website compliance	-	-	210	0%
Total administrative	<u>20,123</u>	<u>20,123</u>	<u>247,763</u>	8%
Water management				
Contractual services	-	-	237,400	0%
Aquascaping/cutbacks/pipe cleanout	-	-	100,000	0%
Conservation area fire mitigation clean up	-	-	175,000	0%
Lake bank erosion repairs	-	-	75,000	0%
Electricity	2,098	2,098	31,500	7%
Future aeration replacement	-	-	9,000	0%
Capital outlay-aeration FCB loan pymt*	2,056	2,056	112,177	2%
Total water management	<u>4,154</u>	<u>4,154</u>	<u>740,077</u>	1%
Other fees & charges				
Property appraiser	-	-	14,587	0%
Tax collector	-	-	14,586	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>29,173</u>	0%
Total expenditures	<u>24,277</u>	<u>24,277</u>	<u>1,017,013</u>	2%
Excess/(deficiency) of revenues over/(under) expenditures	(24,275)	(24,275)	90,000	
Fund balances - beginning	237,902	237,902	206,899	
Fund balance - ending (projected)				
Assigned				
3 months working capital	254,253	254,253	254,253	
Unassigned	(40,626)	(40,626)	42,646	
Fund balances - ending	<u>\$ 213,627</u>	<u>\$ 213,627</u>	<u>\$ 296,899</u>	

**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 OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ -	\$ 1,056,882	0%
Interest	5	5	-	N/A
Total revenues	<u>5</u>	<u>5</u>	<u>1,056,882</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	635,000	0%
Interest	-	-	400,178	0%
Total debt service	<u>-</u>	<u>-</u>	<u>1,035,178</u>	0%
Other fees & charges				
Property appraiser	-	-	10,852	0%
Tax collector	-	-	10,852	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>21,704</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>1,056,882</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	5	5	-	
Fund balances - beginning	1,035,443	1,035,443	1,003,979	
Fund balances - ending	<u>\$ 1,035,448</u>	<u>\$ 1,035,448</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 OCTOBER 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ -	\$ 315,756	0%
Interest	1	1	-	N/A
Total revenues	<u>1</u>	<u>1</u>	<u>315,756</u>	0%
EXPENDITURES				
Debt service				
Principal	-	-	165,000	0%
Interest	-	-	139,244	0%
Total debt service	<u>-</u>	<u>-</u>	<u>304,244</u>	0%
Other fees & charges				
Property appraiser	-	-	5,756	0%
Tax collector	-	-	5,756	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>11,512</u>	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>315,756</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1	1	-	
Fund balances - beginning	268,594	268,594	259,704	
Fund balances - ending	<u>\$ 268,595</u>	<u>\$ 268,595</u>	<u>\$ 259,704</u>	

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

10

DRAFT

**MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on October 20, 2021 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

Present were:

Robert Greenberg	Chair
Ken Tarr	Vice Chair
Mary Wheeler (via telephone)	Assistant Secretary
Vicki Gartland	Assistant Secretary
John Henry	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Andy Tilton	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:05 a.m. Supervisors Greenberg, Tarr, Gartland and Henry were present in person. Supervisor Wheeler was attending via telephone.

SECOND ORDER OF BUSINESS

Chairman's Comments

Mr. Greenberg reported the following:

➤ Two resident inquiries were received. The first was related to a potential fence encroachment in Caminetto and the second was related to the aeration in the pond behind Porta Vecchio. Both inquiries were referred to Staff for investigation and a response.

➤ District Counsel Jonathan Johnson and his practice group, are leaving their current firm and joining a new firm to start its special district practice group. Per the Florida Bar ethics requirements, the client has the right to decide whether their files go or stay.

40 Mr. Greenberg stated as Chair he decided to have the CDD's files go with Mr. Johnson's
41 practice group to the new firm to maintain the level of service, continuity and competence. If
42 any Board Member objected to this action he asked them to discuss it now. There were no
43 objections. The consensus was that this was acceptable. An Engagement Agreement would be
44 executed following the official move. Ms. Willson guaranteed that the rates would remain the
45 same. This item would be presented at an upcoming meeting.

46 ➤ In his opinion the ponds look great. Mrs. Adams has been addressing the aerator issues.

47

48 **THIRD ORDER OF BUSINESS**

Update: Lake 74 Permit

49

50 Mr. Tilton stated that the South Florida Water Management District (SFWMD) granted
51 approval of the application to extend the permit and extended it from April 2025 to February
52 2027. He would continue checking for additional extension opportunities. Mr. Greenberg stated
53 this date was already included on the Key Activity Dates Report.

54 Discussion ensued regarding whether the CDD should publish a "Notice of Action" as
55 described on the notification from the SFWMD. Mr. Greenberg felt that there was no harm in
56 publishing a notice. Ms. Willson concurred and stated publication would foreclose a number of
57 other potential challenges. She suggested verifying whether the original item was published
58 prior to publication and if not, the notice may be prepared in a way that includes constructive
59 notice of the actual permit as well as the addition.

60 Mr. Greenberg asked Ms. Willson to work with Mr. Adams to prepare the notice.

61 Mr. Tarr stated the MCA was discussing installation of an east gate with the County. He
62 wanted to know where such a gate would be. Discussion ensued regarding a map of the area,
63 outfalls and drainage basins. Mr. Tilton stated he would review the area and advise accordingly.

64 Ms. Wheeler noted that the SFWMD permit designated the "Project Land Use" as
65 "Residential" and asked if the CDD would be able to build a clubhouse or a drone landing spot
66 with that type of designation. Mr. Tilton stated the County determines the land use through the
67 Planned Unit Development (PUD) approval process and "Residential" land use would allow for
68 the type of usage Ms. Wheeler described. Mr. Greenberg noted the first two paragraphs of the
69 "Background" section on Page 3 of 17 specifically indicate that the Town Center would be
70 included in the plans.

71

72 **FOURTH ORDER OF BUSINESS**73 **Discussion/Consideration: Collier County's**
74 **Request for an Imperial Basin Boundary**
75 **Study by Johnson Engineering, Inc.**

76 Mr. Tilton stated the County asked him to consider working on a project for them that
77 includes a portion of Mediterra. The project would examine improvements or needs for the
78 system that goes through Imperial Golf Estates immediately to the south of Mediterra and out
79 to the Cocohatchee. Because there are overlapping areas for both clients, as an Engineer he is
80 obligated to ask both clients if they consider any of that work a conflict of interest for him and if
81 so he could only work for one client. If the Board objected he would continue working for
82 Mediterra and not perform the work for Collier County. His firm does a lot of work for Collier
83 County but he would not work on this particular project if the Board objects to his involvement.

84 Mr. Greenberg asked Mr. Tilton to describe the work he would undertake. Mr. Tilton
85 stated the work would involve inspecting the stormwater management system and looking at
86 needs for improvements within the basin.

87 Mr. Greenberg asked what types of improvements to the basin might be made, if any,
88 and how it could impact Mediterra.

89 Mr. Tilton stated that maintaining permitted outfalls and water levels at or below
90 current levels would be a requirement, but the County can not adversely impact the CDD
91 without permission. It was anticipated that some culverts between Mediterra and the
92 Cocohatchee may need improvements such as more maintenance and/or enlargement of the
93 culverts, which he thought would provide better service for Mediterra.

94 The consensus was that it would be beneficial for Mr. Tilton to perform the work for the
95 County given his knowledge of the CDD. Mr. Greenberg asked Mr. Adams to send an email
96 advising Mr. Tilton that the Board has considered the Johnson Engineering request for waiver of
97 any perceived or actual conflict to perform a study for Collier County on the Imperial Basin
98 boundary and that the Board has deemed that there would be no conflict.

99 A Board Member recalled that Lee County embarked on a program after the flooding
100 and asked if there was any news regarding completed or planned improvements. Mr. Tilton
101 stated the study discussed many improvements but most of the recommendations only related
102 to major storm events. He was not aware of much interest in spending so much money for so

103 little return. Some improvements would have a slight impact on day-to-day operations but
104 there would be no major impact on Mediterra.

105 Ms. Wheeler asked why the study was being done. Mr. Tilton stated he was told there
106 were drainage issues but he was unsure of the issues or causes or the future plans.

107

108 **FIFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of August 31, 2021**

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111 Mr. Greenberg presented the Unaudited Financial Statements as of August 31, 2021.

112 Discussion ensued regarding the Financial Impact Analysis and surplus funds that would

113 roll into fund balance. Mrs. Adams noted that the September financials were not available yet.

114 Mr. Greenberg stated that the target Surplus Fund Balance is \$150,000.

115

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

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120 **SIXTH ORDER OF BUSINESS**

**Approval of August 18, 2021 Public
Hearings and Regular Meeting Minutes**

121

122

123 Mr. Greenberg presented the August 18, 2021 Public Hearings and Regular Meeting

124 Minutes. Mr. Greenberg stated that edits were to have been submitted to Management.

125

**On MOTION by Mr. Henry and seconded by Mr. Tarr, with all in favor, the
August 18, 2021 Public Hearings and Regular Meeting Minutes, as amended to
include any edits submitted to Management, were approved.**

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131 **SEVENTH ORDER OF BUSINESS**

Staff Reports

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

134 Ms. Willson stated the Engagement Letter with the new firm should be received in the
135 next two weeks.

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

137 **I. Consideration of Rate Increase**

138 Mr. Tilton presented the Johnson Engineering request for a rate increase. The firm had
139 not increased its rates since 2006. He responded to questions regarding clients, staff, billing
140 and office locations. The consensus was that the rate increase was justified.

141 **II. Report on Water Issues in Maintenance Area Due to New Veterans Road**

- 142 • **Discussion Regarding Adjustments with MCA's Engineer, Agnoli Barber**
143 **& Brundage, Inc.**

144 Mr. Tilton stated Mr. Richards advised that some areas of roadway drainage need to be
145 addressed uprange of Mediterra to convey runoff through their water quality treatment system
146 prior to flowing through to the CDD's ponds. There would be negligible effects to Mediterra.
147 Discussion ensued regarding the pretreatment system used on the southern border of
148 Mediterra.

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

- 150 • **NEXT MEETING DATE: November 17, 2021 at 3:00 P.M.**

- 151 ○ **QUORUM CHECK**

152 All Supervisors confirmed their in-person attendance at the October 20, 2021 meeting.

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

- 154 • **Key Activity Dates**

155 The October Key Activity Dates Report was included for informational purposes and
156 would be updated as needed. Mrs. Adams stated the Preserve Fire Reduction Program and the
157 Phase Three Stormwater Pond 74 program were already added to the Report.

158

159 **EIGHTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

160

161

162 Discussion ensued regarding Items 18 and 19. Ms. Willson was asked to resend the
163 "What are CDDs" brochure to the Board. Discussion ensued regarding email processes.

164 Item 18 was completed.

165 Item 12: Discussion ensued regarding whether to request Mr. Wrathell's attendance at
166 a meeting. The consensus was that his attendance was not necessary and this item should be
167 removed.

168

169 **NINTH ORDER OF BUSINESS**

Old Business

170

171 • **Update: East Cortile Court Conservation Restoration Project**

172 Mr. Adams reported the following:

173 ➤ The project was completed.

174 ➤ Several reinspections were completed as erosion barriers were required before final
175 SFWMD inspection could be performed.176 ➤ The final bill of \$14,336.25 including two future monitoring events and reporting was
177 sent to the resident. Ten days was given for payment but no response was received after two
178 weeks so an email was sent with “read receipt” requested but no response was received. A
179 FedEx Delivery was signed for by the contractor “Dominic” and not the property owner.180 Discussion ensued regarding legal remedies. Ms. Willson stated that she agreed with the
181 Chair that he should call and attempt to reach an agreement with the homeowner, as a soft
182 approach is always better to start with. Mr. Greenberg requested Board permission to call the
183 resident. The consensus was that Mr. Greenberg would contact the resident and use his
184 discretion in setting a deadline or payment terms.

185

186 **TENTH ORDER OF BUSINESS****Supervisors’ Requests**

187

188 Mr. Tarr discussed a homeowner who was demanding that the MCA maintain the hedge
189 installed outside his fence.190 Discussion ensued regarding the fence that is on CDD property. Mr. Tarr stated that Mr.
191 Richards directed the District Engineer to mark all the corners around the lake because he was
192 concerned that other fences contracted by London Bay may have a similar issue. Mr. Greenberg
193 stated London Bay built the home and the fence was installed through a subcontractor and the
194 property was conveyed to the homeowner at closing. The homeowner asked the MCA to
195 maintain the hedge outside his fence, which resulted in the District Engineer determining that
196 the fence encroaches on CDD property.197 Discussion ensued regarding the 18” encroachment and the CDD’s option to remove the
198 fence. Mr. Tarr believed that the cost to the MCA for Johnson Engineering’s services was \$1,500
199 or more. The CDD’s option to remove the hedge, the contractor’s error, the homeowner’s
200 responsibility to remove the fence and the CDD’s right to compel the homeowner to do so were
201 discussed.

202 Mr. Tarr conveyed Mr. Richards' concern that this may be a recurring problem along the
203 lake. Mr. Greenberg stated Johnson Engineering may need to look at the other fences and
204 install stakes on the unimproved lots. Mr. Tarr stated that stakes were installed but no survey
205 of the encroaching fence was done. He recalled that the governing documents stipulate that
206 the homeowners are required to maintain from their property line to the high-water mark. He
207 observed that the property owner in question was a new resident and did not understand that
208 even if the fence is in the right place he would still be responsible for maintenance to the water.

209 Mr. Tarr believed that 20% of the homes in the community recently changed ownership.

210 Mr. Greenberg stated he and Staff would visit the property in question. He requested
211 that Johnson Engineering stake all boundary corners of any property with a fence and any
212 unimproved land and provide the information to London Bay to prevent recurring issues. Mr.
213 Tarr felt that Mr. Tilton should research what the surveyors have done.

214 Discussion ensued regarding asking London Bay to absorb the expense of staking the
215 properties and writing a letter to London Bay advising that the CDD would hold them
216 responsible.

217 This item would be included as an Old Business item on the next agenda.

218 Discussion ensued regarding a previous incident in which London Bay installed a
219 fountain without CDD permission. Mr. Greenberg stated he would advise the property owner
220 that Mrs. Adams would make a decision regarding the hedge and if the hedge is permitted to
221 stay it would be up to the homeowner to maintain it. The consensus was that any legal
222 recourse the homeowner might have would be against London Bay.

223

224 **ELEVENTH ORDER OF BUSINESS**

Public Comments

225

226 There were no public comments.

227

228 **TWELFTH ORDER OF BUSINESS**

Adjournment

229

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

231

232

233

On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, the meeting adjourned at 10:01 a.m.

234
235
236
237
238
239
240

Secretary/Assistant Secretary

Chair/Vice Chair

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

11A

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Mediterra Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
P.O. Box 10230
Tallahassee, Florida 32302

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The regular hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jonathan T. Johnson	\$350
Alyssa C. Willson	\$250
Associates	\$225 - \$245
Paralegals	\$125

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at 44.5 cents per mile pursuant to Section 112.061, Florida Statutes. Should the State increase the mileage allowance specified in Section 112.061, Florida Statutes, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

11C

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 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 20, 2021	Regular Meeting	9:00 AM
November 17, 2021 CANCELED	Regular Meeting	3:00 PM
December 8, 2021	Regular Meeting	3:00 PM
January 19, 2022	Regular Meeting	3:00 PM
February __, 2022	Regular Meeting	3:00 PM
March 16, 2022	Regular Meeting	3:00 PM
April 20, 2022	Regular Meeting	3:00 PM
May 18, 2022	Regular Meeting	9:00 AM
June 15, 2022	Regular Meeting	9:00 AM
August 17, 2022	Public Hearing & Regular Meeting	9:00 AM

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

11D

MEDITERRA CDD

Key Activity Dates

Updated: November 2021

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project commenced in April. Will continue 2 night visits per month (April through November). Last visit dates are 11.19.21 & 11.29.21, 2022 Program will include 18 visits March - November.	4/21 thru 11/2021
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year. Cintron's three year program will begin 01.03.2022 & be completed within 100 days. This timeline will be followed each year.	01/22 thru 01/25
Water Quality Report and SFWMD Permit Approvals	SOP	N/A	This information will be placed on the District's website as it becomes available in order to keep residents informed and to comply with SFWMD education requirements.	As Needed
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. Management to provide update when completed. Per the request of the Board, to be provided in their May agenda package yearly. Due to COVID-19, the audit will be presented at the June meeting.	6/1/2022
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.	6/15/2022
O & M Assesement 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 twenty days in advance of meeting to adopt the budget.	7/1/2022
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.	9/15/2022
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2022

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.	10/1/2022
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)	10/15/2022
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, 2021	11/30/2021
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.	12/3/2021
Laptop @ MCS	SOP	Tim Richards - MCA General Mgr.	Mr. Adams to create a cloud link on the website and will upload records of proceedings. This project is still in progress. Laptop last updated the week of June 14th.	Jun-21
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)	4/15/2022
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%. Inspections to commence Monday, January 31st, with cleaning to be completed during the month of May	1/31/2022 thru 5/2022

Bank Stabilization Project	SOP	N/A	2021/22 Budget - Rip/Rap install project to be completed on Lake 35. (As of 2019 current proposal cost \$38K). Include rip/rap of headwall in that cove area. Bank restoration @ North Hole #18 by Green on Lake 13 (as of 2021 current proposal cost \$11,875.00 (need to deduct sod requirements).	5/1/2022
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 and pipework, aerator operation and any unauthorized activities in or adjacent to the lakes. Report will be include in the August agenda package.	June/July 2022
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	June/July 2022
Phase Three East - Stormwater Pond 74	SOP	N/A	The original issue date was April 16, 2020. Modified September 9, 2021. The duration of the permit is extended until February 4, 2027 per the request to SFWMD. 90 day reminder is included, as reflected.	11/1/2026 (reminder) 2/4/2027 (deadline)
Preserve Fire Reduction Program - Three Year Rotation Program	SOP	N/A	As approved at the June 16, 2021 meeting; project to commence in January 2022; and continue every three years. Project to be completed by Cintron Landscape Services. Project to be completed within 100 days.	1/1/2022
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 - Continuing Disclosure	Bond Indenture	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	Bond indentures generally require continuing disclosure of financial information to bond holders that may impact the bondholders investment. During construction, many bond indenture require quarterly reporting concerning the status of construction, development and real estate closings. Additionally, annual disclosure include posting annual independent audit reports and annual budgets reflecting assessment information. Generally, any material event affecting the bonds must be disclosed timely.	
Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is due.	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).	

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	ACTION	Per Mr. Greenberg, Mr. Adams to ensure removal of all items from the Completed Items List that are six months old or older.	X			
2	01.16.19	ACTION	Going forward, Johnson Engineering to take annual sediment samples only at outfall lakes that contain muck, and Lake 35 the same time each year and reduce water quality samples to once in July except for Lake #55 adding September, only if there are issues. Staff to continue to provide year over year tables for nitrogen and phosphorous.	X			
3	01.16.19	ACTION	Per Mr. Greenberg, District Staff to monitor Lake #3 closely for signs of degradation due to the Distinctive Homes Project south of Caminetto. 03.03.21 Mr. Tilton to inspect area today. 8.18.21 Mr. Tilton to inspect the area today.	X			
4	10.16.19	ACTION	Per Mr. Tarr, Staff to ensure that the contractor monitors the two signature lakes at the entrance of Mediterra West and make certain that the spikerush does not exceed 15' from control level.	X			
5	05.27.20	ACTION/ AGENDA	Mr. Adams and Mr. Tilton to file extension with SFWMD, as soon as the COVID-19 Executive Orders are lifted. 11.18.20 Mr. Tilton to track extension letters regarding permit to fill Lake 74 and schedule call with Mr. Johnson. Mr. Johnson to research the District's legal position. 03.03.21 Lake 74 Permit Update to remain on agenda to continue tracking the permit process. Mr. Tilton to provide updates. 04.21.21 Mr. Tilton to direct his Staff to monitor activity that could jeopardize the Regulatory Rights already obtained by the District for Lake 74.	X			
6	11.18.20	ACTION	Mrs. Adams to ask SOLitude to copy her on all aeration repair notices sent to RCS.	X			
7	03.03.21	ACTION	Board Members to include Mrs. Adams, Mr. Willis and cc Mr. Greenberg in email requests to Management. Mrs. Adams to respond to Board Member's requests indicating the person responsible to provide that information. Mr. Willis to track all requests.	X			
8	03.03.21	ACTION	Management office to email Mr. Greenberg proposed meeting agenda three days prior to sending it to the Board.	X			

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
9	03.03.21	ACTION	Moving forward MRI to revise Inspection Reports to include pipe size, create legend page and correct scrivener's error regarding pipe size at Structure #142.	X			
10	03.03.21	ACTION	Mr. Willis to review CDD website for accuracy and notify Mr. Richards of cancelled meetings or date changes and to send e-blast to residents.	X			
11	04.21.21	ACTION	Staff to obtain unit pricing for all contracts moving forward.	X			
12	04.21.21	ACTION/AGENDA	Mr. Adams to complete setting up the file share account and post link to the District's website prior to the next meeting.	X			
13	04.21.21	ACTION	Management to email draft minutes to all Board Members, who will then respond with their edits prior to the meetings. Mrs. Adams would discuss implementing change with Ms. Singleton.	X			
14	06.16.21	ACTION	Mr. Adams to revise the budget by 40% for the Preserve Fire Reduction Program and add assigned fund balance line item to commence FY 2023, to show build up of reserves,	X			
15	06.16.21	ACTION	Mr. Adams to prepare and email the Board an outline of the steps and costs involved to refinance the Series 2012/2013 bonds, obtain quotes from FineMark National Bank & Trust and Synovus Bank, and schedule pertinent dates on the calendar.	X			
16	06.16.21	ACTION	Mr. Adams would revise the FY 2023 proposed budget so "Actuals are through 5/31/22" to present at the June 2022 meeting.	X			
17	06.16.21	ACTION	Mr. Adams to revise the FY 2022 proposed budget, correcting multiple scriveners' errors, rolling up various flat fee items into Management fees and removing "Capital" from outlay line items in this and future budgets.	X	X		
18	06.16.21	ACTION	Mr. Tilton to draft letter on 06.28.21 regarding Lake 74 permit, now that Executive Orders are lifted.	X	X		
19	06.16.21	ACTION	Mrs. Adams to contact homeowner to notify the residential portion of the Padova landscape projects completion.	X	X		
20	06.16.21	ACTION	Mr. Adams to send The Club this week, a separate letter from the property tax notice, advising change to on-roll assessment billing.	X	X		

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
21	06.16.21	ACTION	Mr. Adams to call or send official letter to the Supervisor's of Election office requesting correction of CDD name.	X	X		
22	06.16.21	ACTION	Ms. Wilson to email her firm's "What CDDs are" brochure to the Board and Staff. 10.20.21: Ms. Willson to re-send email.	X			
23	08.18.21	ACTION	Mrs. Adams to reschedule Canna Trimming for January or February timeframe.	X			
24	08.18.21	ACTION	Mr. Tilton to send the SFWMD extension to the Board as soon as it is issued. Extended dates to be included in the Critical Dates List when approved. Mr. Adams calculated the date would be February 1, 2027; a series of reminders would begin on October 1, 2026.	X	X		
25	08.18.21	ACTION	Mrs. Adams to add the Chairman's letter as a Key Activity Dates item.	X	X		
26	10.20.21	ACTION	Staff to investigate and respond to resident inquiry related to aeration in the pond behind Porta Vecchio.	X	X		
27	10.20.21	ACTION	Ms. Willson to work with Mr. Adams to prepare the "Notice of Action" related to the Lake 74 Permit.	X			
28	10.20.21	ACTION	Mr. Tilton stated he would review the area under consideration by the MCA for an east gate and advise Mr. Tarr and the Board accordingly.	X			
29	10.20.21	ACTION	Mr. Adams to send email advising Mr. Tilton that the Board considered the Johnson Engineering request for waiver of any perceived or actual conflict to perform a study on the Imperial Basin boundary for Collier County and that the Board deemed that there would be no conflict.	X			
30	10.20.21	ACTION/AGENDA	Mr. Greenberg to contact the resident regarding payment of the \$14,336.25 bill for the Restoration project, which includes two future monitoring events.	X	X		
31	10.20.21	ACTION/AGENDA	Mr. Greenberg and Staff would visit the property owner with an 18" fence encroachment to address their demand that the MCA maintain the hedge. Mrs. Adams to make a decision regarding the hedge.	X	X		
32	10.20.21	AGENDA	Old Business Agenda Item for next meeting: "Update: 16870 Caminetto Fence Encroachment onto CDD Lake Tract"				

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	10.21.20	ACTION/AGENDA	Mr. Adams to change The Club to on-roll assessment billing and collection of assessments, commencing in Fiscal Year 2022. 03.03.21 Mr. Adams to coordinate sending a letter advising of this change. 04.21.21 Letter to go out next month.			X	05.19.21
2	11.18.20	ACTION/AGENDA	Mr. Adams to contact the Tax Collector and direct them to correct Mediterra CDD's name on the Tax Notice and Collier County insert and update information. 03.03.21 Mr. Adams to send a formal letter. 04.21.21 Letter to be submitted later in the week.			X	05.19.21
3	03.03.21	ACTION	Mrs. Adams to contact The Club to replace felt in grate in the sand trap Structure #94. 04.21.21 Mrs. Adams to confirm task was completed.			X	05.19.21
4	04.21.21	ACTION	MRI to email Mr. Adams Padova Pipe project warranty letter.			X	05.19.21
5	04.21.21	ACTION	Mr. Kurth to inspect Medici and let Mrs. Adams know what was sprayed to cause the pond to turn brown and who would remove the "weeds" and inspect 15243 Medici Way and determine who is responsible to remove the tree growing at the control level.			X	05.19.21
6	04.21.21	ACTION	Mr. Denison to send 2021 Contract to Mr. Adams for Board approval.			X	05.19.21
7	04.21.21	ACTION	Mr. Denison to contact Mr. Tilton if Lake #24 is not discharging so they can notify the Board.			X	05.19.21
8	04.21.21	ACTION/AGENDA	Mr. Adams to prepare Amendment to WHA contract, with correct name, fee schedule, etc.			X	05.19.21
9	04.21.21	ACTION/AGENDA	Ms. Willson to prepare Resolution to implement policy of engaging the District Engineer to oversee all construction and repair projects of significance and to amend the scope of Services Agreement.			X	05.19.21
10	04.21.21	ACTION	Mr. Adams to contact the City of Bonita Springs to notify there is no sediment barrier in the area at 10805 Est Cortile Court and request stop work order due to possible encroachment issues.			X	05.19.21
11	04.21.21	ACTION	Ms. Willson upon confirmation of encroachment would prepare Letter Agreement to homeowner at 10805 Est Cortile Court.			X	05.19.21
12	04.21.21	ACTION	Mrs. Adams to send Mr. Henry the GIS map and send the ordered maps overnight to the Board upon receipt.			X	05.19.21

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#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
13	04.21.21	ACTION	Mr. Greenberg to prepare letter to the Community and forward to Mr. Adams to distribute to the Board regarding water quality, instruction to report non-working aeration units, Cane Toad Program update, low muck and fishing in CDD stormwater lakes.			X	05.19.21
14	03.03.21	ACTION	Mr. Tilton to work with Mr. Adams and Ms. Willson to determine legal right of CDD to inspect pipes on Imperial Side related to Veterans Pkwy extension. 04.21.21 MRI to provide cost to inspect five outfall structures utilizing video. 05.19.21 Staff to proceed with project upon receipt of proposal to inspect all outfall structures, increase line item budget and send results of the five outfall structures to the Board, upon receipt.			X	06.16.21
15	04.21.21	ACTION	Mr. Richards to send e-blast via the MCA instructing residents to contact Mrs. Adams of downed aerators.			X	06.16.21
16	04.21.21	ACTION	Mr. Kurth to notify Mrs. Adams if there is a delay due to supply chain issues and determine if SOLitude can keep additional compressors in inventory. Onsite equipment must be inventoried. 5.19.21: It was determined that the compressors warranty takes affect the date of purchase, not install. The compressors will be purchased when needed.			X	06.16.21
17	05.19.21	ACTION	Mrs. Adams to look into Staff using materials other than spike rush in the lake bank in the pond (Lake 76) backing up to Caminetto and report her findings to the Board and have staff keep spikerush tighter. Will review during lake audit.			X	06.16.21
18	05.19.21	ACTION	Mr. Tilton to send Fire Plan Map to new Board Members.			X	06.16.21
19	05.19.21	ACTION/AGENDA	Mrs. Adams to have Staff prepare Preserve Fire Reduction Program RFP and include number of days vendor expects to complete the project, to present at the next meeting.			X	06.16.21
20	05.19.21	ACTION	Mr. Tilton to research whether the Governor's Executive Order about the gas pipeline enables him to apply for another permit extension for Lake 74. Per Mr. Greenberg, this should be part of the District Engineer's staff report item on the next agenda.			X	06.16.21

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21	05.19.21	ACTION	Mr. Adams to contact the Underwriter to determine if it is profitable to refinance the Series 2012 and 2013 bonds now, before their individual call dates. Per Mr. Greenberg, this should be part of the District Manager's staff report on the next agenda.			X	06.16.21
22	05.19.21	ACTION	Mr. Adams to have Staff update proposed Fiscal Year 2021/2022 budget as discussed and research whether Caminetto in Table, Page 12, should be removed.			X	06.16.21
23	05.19.21	ACTION	Mrs. Adams to email Ms. Almstead and Ms. Kuzak, confirming the Board approved the residents' request to install certain trees.			X	06.16.21
24	05.19.21	ACTION	Mr. Adams to email 10806 Cortile Way homeowner violation letter to Mr. Todd.			X	06.16.21
25	05.19.21	ACTION	Mrs. Willson to prepare letter agreement to 10806 Cortile Way homeowner regarding restoration plan and responsible for remediation costs.			X	06.16.21
26	05.19.21	ACTION/AGENDA	Mrs. Adams to add the actual surplus fund balance amount to the Financial Impact Analysis Report and ensure Staff inserts the monthly updated Report in the agenda package, behind the Unaudited Financial Statements section.			X	06.16.21
27	04.21.21	ACTION	Management directed not to send repetitious agenda emails unless changes are made to the agenda.			X (After 06.16.21 mtg)	08.18.21
28	06.16.21	ACTION	Mrs. Adams to ensure the RFP responses to the Preserve Fire Reduction Program are attached to the 06.16.21 minutes posted on the website, negotiate number of days for project and return to the Board if price difference exceed an additional \$5,000.			X (After 06.16.21 mtg)	08.18.21
29	06.16.21	ACTION	Mr. Nychyk to ensure with vendor number of days they expect to complete the Preserve Fire Reduction Program project. Ensure contract includes number of days, penalty provision and that the scope of work included task of removing down trees in the contract.			X (After 06.16.21 mtg)	08.18.21

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30	06.16.21	ACTION	Ms. Wilson to include in the Preserve Fire Reduction Program contract number of days to complete project, penalty provision and ensure the scope of work included task of removing down trees			X (After 06.16.21 mtg)	08.18.21
31	06.16.21	ACTION	Mr. Adams to ensure accounting inserts in the unaudited financial statement a note indicating the bank holding \$10,000 until the aeration installation project loan is paid in full.			X (After 08.18.21 mtg)	10.20.21
32	06.16.21	ACTION	Mr. Adams to send letter and invoice to 10806 Cortile Way homeowner for remediation and follow-up costs, upon SFWMD signing off on project.			X (After 08.18.21 mtg)	10.20.21
33	06.16.21	ACTION	Mrs. Adams to email Mr. Greenberg section of minutes transcribed verbatim regarding handout about tax bill to send to MCA to distribute during orientation to new homeowners and include in his letter to current homeowners.			X (After 08.18.21 mtg)	10.20.21
34	06.16.21	ACTION	Mr. Adams to research why the projected fund balance surplus amount varied significantly on pages 5 and 7 of the proposed budget and determine if funds should be moved to prepay bonds.			X (After 08.18.21 mtg)	10.20.21
35	06.16.21	ACTION	Ms. Willson to email revised Resolution 2021-10 to the Board and District Staff.			X	10.20.21
36	04.21.21	ACTION	Mr. Adams to coordinate Mr. Wrathell's attendance at a meeting where all Board Members are present. 10.20.21: The consensus was this is not necessary and the item should be removed.			X	10.20.21
37	08.18.21	ACTION	Mr. Willis to inform the MCA about the 2 RCS aerators requiring service.			X	10.20.21
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