

MEDITERRA

COMMUNITY DEVELOPMENT DISTRICT

June 21, 2023

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

June 14, 2023

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 June 21, 2023 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. Continued Discussion/Update: Nature Trail and Board Walk
5. Discussion/Consideration of MRI Inspection, LLC, Estimate #4179 Cleaning Storm Water System
6. Discussion: MRI Underwater Specialists, Inc., HOA Storm Water Inspection Report
7. Discussion: Fiscal Year 2024 Budget
8. Acceptance of Unaudited Financial Statements as of April 30, 2023
 - 2023 Operations Financial Impact Analysis
 - Breakdown/Summary Report
9. Approval of May 17, 2023 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: August 16, 2023 at 9:00 AM [Budget Adoption Public Hearing]

- QUORUM CHECK

SEAT 1	MARY WHEELER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KENNETH TARR	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOHN HENRY	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT GREENBERG	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	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 Report

11. Action/Agenda or Completed Items
12. Old Business
 - Continued Discussion: Lake Fountains
13. Supervisors' Requests
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: 800-267-6316

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

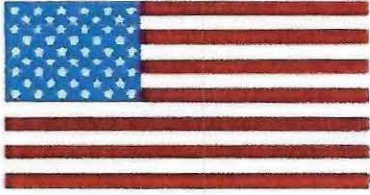
FEEL FREE TO CONTACT 561-571-0010 FOR CALL-IN NUMBER

CONFIRMATION CODE: 83594

EVENT TITLE: MEDITERRA CDD BOARD OF SUPERVISORS MEETING

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

5



M.R.I. Inspection LLC

5570 Zip Dr.
Fort Myers Fl. 33905
239-984-5241 Office
239-236-1234 Fax



CGC 1507963

Name

Mediterra CDD
c/o Wrathell, Hunt, & Associates,
LLC
9220 Bonita Beach Rd Suite 214
Bonita Springs, Florida 34135

Proposal

Project

Ceaning Storm Water System
As Per Inspection 2023
CDD

Date	Estimate #
------	------------

5/22/2023

4179

Description	Total
<p>This proposal is to utilize the divers to clean and remove sand and debris from structures that have 25% and more of sand and debris. As per our inspection report. This price includes all labor and equipment and dive services needed to complete this job.</p> <p>Any work completed outside the scope of this proposal may result in additional charges.</p> <p>This is not on The CDD Map Structure # 523 on Lake 34 Structure # 524 CE -12</p>	1,850.00

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$1,850.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,



Authorized Signature
Michael Radford
Michael Radford President

We Utilize E-Verify for all workers

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

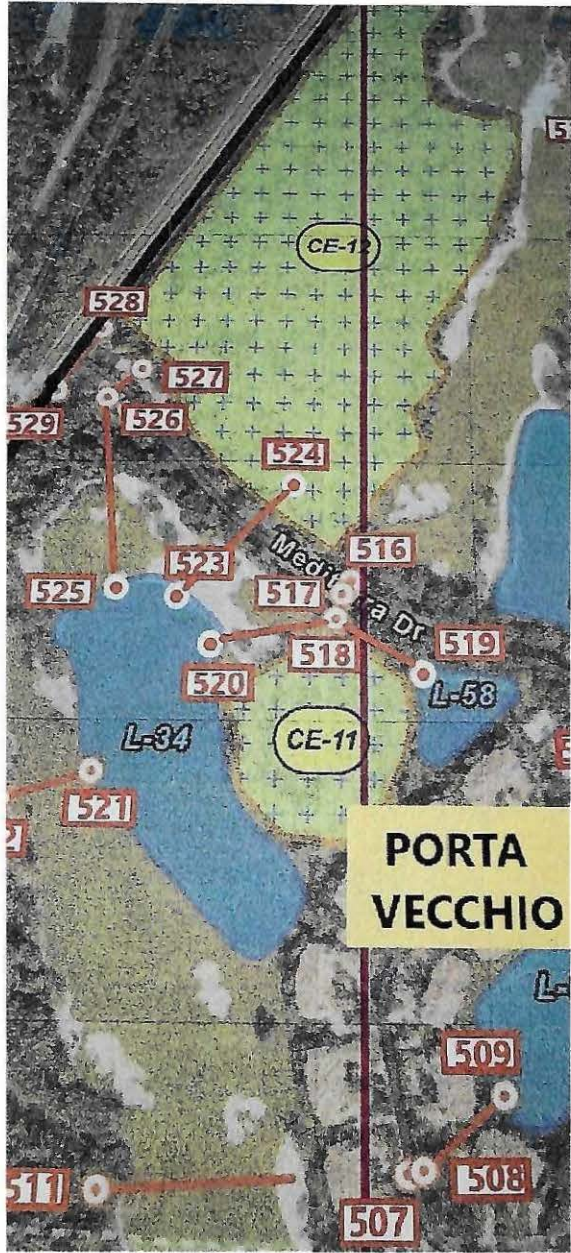
Signature _____

Date of acceptance _____

Structure #	Type	Pipe Size	2023 Condition	Recommend Cleaning	Picture
			Possible CDD Line		
523	Lake 34	36"	50% Sand & Debris	Yes	
524	CE-12	36"	65% Sand & Debris	Yes	
			We would like to get a clarification on this line as to whether the CDD or Home Owners Ass is responsible for this pipe.		

We see Things You Can't





MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

6



M.R.I. Underwater Specialists, Inc.



5570 Zip Dr.

Fort Myers, Fl. 33905

239-984-5241 Office | 239-707-5034 Cell | 239-236-1234 fax

Certified General Contractors- CG

C 1507963

June 10, 2023

RE: Mediterra HOA Storm Water Inspection Reports/Proposals

Please see below list of all Neighborhoods in Mediterra that we inspected and have provided reports and proposals for each community. Summary as follows:

<u>Location:</u>	<u>Cost:</u>
1. Il Cuore	\$ 2,850.00
2. Corso Mediterra Cir (Main Roads)	\$23,500.00
3. Brendisi	\$ 2,200.00
4. Villorosi	\$ 4,900.00
5. Verona	\$ 750.00
6. Treviso	\$ 500.00
7. Trebbio	\$ 2,500.00
8. Teramo	\$ 3,500.00
9. Serata	\$ 3,600.00
10. Savona	\$ 3,250.00
11. Positano	\$ 880.00
12. Milan	\$ 3,200.00
13. Marcello	\$ 2,650.00
14. G.C. Maintenance Facility	\$ 8,250.00
15. Golf Course	\$ 3,250.00
16. Lucarno	\$ 600.00
17. Lucarno II	\$ 2,100.00
18. Lagos Way Villalago)	\$ 1,600.00 (Road adjacent to Treviso and
19. Cortile	\$ 2,250.00
20. Corsini	\$ 1,200.00
21. Club House Parking Lot Truck)	\$26,500.00 (we have to utilize Diver and Vac
22. Cellini	\$ 1,500.00
23. Castellano Way Terrazza, Serata & Calabria)	\$ 5,800.00 (Road adjacent to Amarone,
24. Caminetto	\$ 1,250.00
25. Buonasera	\$ 3,200.00
26. Benvenuto	\$ 3,850.00
27. Amarone	\$ 1,850.00
28. Bello Lago	\$ 1,100.00
29. Monterosso	\$ 550.00



M.R.I. Underwater Specialists, Inc.



5570 Zip Dr.

Fort Myers, Fl. 33905

239-984-5241 Office | 239-707-5034 Cell | 239-236-1234 fax

Certified General Contractors- CG

C 1507963

30. Medici	\$ 3,489.00 (paid by HOA)
31. Cabreo	\$ 4,200.00
32. Celebrita	\$ 1,600.00
33. Bellezza	\$ 1,450.00
34. Villago	\$ 1,100.00
35. Padova	\$ 4,200.00

Totals: \$131,680.00

The Following Communities were in good condition and no cleaning is required

1. Ravello
2. Porta Vecchio
3. Calabria
4. Sales Center (No HOA Pipes)
5. Felicita (No HOA Pipes)

Note the Following:

Golf course Maintenance Facility: See attached Report. Structure #854 Requires a new grate: \$1,200.00

Corso Mediterra Circle: See attached report. Proposal not included at the time of this report.

Note that the report is 300 pages in total and can be reviewed/downloaded via thumb drive.

We recommend having all storm water system inspections on an annual basis and have all structures cleaned that contains 25% and up, with sand and debris.

At this time if there are any Neighborhoods with separate management companies handling this for them, please have them give us a call directly to set them up in our system.

(239)984-5241 or email at mriunderwater@gmail.com

Thank you

MRI Inspection LLC.



M.R.I. Underwater Specialists, Inc.

5570 Zip Dr.

Fort Myers, Fl. 33905

239-984-5241 Office | 239-707-5034 Cell | 239-236-1234 fax

Certified General Contractors- CGC 1507963

Report

Re: Inspection on Storm Water System For HOA
May 17, 2023

Corso Mediterra Cir/Mediterra all main Roads

Please see inspection Report and the proposal for the Cleaning. We recommend having all cleaned that is 25% and Up with sand & debris we found the Following Structures in need of repairs

#815 has a sink hole next to the box and the sand is penetrating into the box.

816 We found this structure on the map it shows a pipe going to the golf course box , we found that this structure has no pipe going to the golf course however there is a hole in the box where the pipe should have been placed and it is covered up with a piece of Plywood.

768
Report
#706 We found that there is a crack in this pipe about 2' into the pipe . Would Recommend installing a band.

#506 We found this pipe bricked off, it has a 4" to 6" opening only

#545 We found this pipe bricked off. it has a 5" to 8 "opening only

At this time, I would consult with engineer if we can remove the bricks.

If you have any questions, please give us a call.

Thank you
MRI Inspection



M.R.I. Inspection LLC

5570 Zip Dr.
Fort Myers FL 33905
239-984-5241 Office
239-236-1234 Fax



CGC 1507963

Name

Corso Mediterra Main Roads
c/o Wrathell, Hunt, & Associates,
LLC
9220 Bonita Beach Rd Suite 214
Bonita Springs, Florida 34135

Proposal

Project

Cleaning of the Storm Water System
As Per inspection 2023
main Roads

Date	Estimate #
------	------------

5/22/2023

4178

Description	Total
<p>This proposal is to utilize the divers to clean and remove sand and debris from structures that have 25% and more of sand and debris. As per our inspection report. This price includes all labor and equipment and dive services needed to complete this job.</p> <p>Any work completed outside the scope of this proposal may result in additional charges.</p>	23,500.00

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$23500.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean.

Authorized Signature
Michael Radford
Michael Radford President

We Utilize E-Verify for all workers

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____



Structure
768



Stevotree
B15 & B16
adjacent to
Lake #6

#506





#545



M.R.I. Underwater Specialists, Inc. 

5570 Zip Dr.

Fort Myers, Fl. 33905

239-984-5241 Office | 239-707-5034 Cell | 239-236-1234 fax

Certified General Contractors- CGC 1507963

Report

Re: Inspection on Storm Water System For HOA

May 17,2023

Maintenance Area

Please see inspection Report and the proposal for the Cleaning. We recommend having all cleaned that is 25% and Up with sand & debris .

Structure # 851 and 852 we will need to utilize the Vac Truck To clean these 2 Structures

Structure #854 is in need of a new grate

If you have any questions, please give us a call.

Thank you

MRI Inspection



M.R.I. Inspection LLC

5570 Zip Dr.
Fort Myers Fl. 33905
239-984-5241 Office
239-236-1234 Fax

CGC 1507963



Name

Maintenance
c/o Wrathell, Hunt, & Associates,
LLC
9220 Bonita Beach Rd Suite 214
Bonita Springs, Florida 34135

Proposal

Project

Cleaning of the Storm Water System
as Per inspection 2023
Maintenance

Date	Estimate #
------	------------

5/22/2023

4180

Description	Total
This proposal is to utilize the divers to clean and remove sand and debris from structures that have 25% and more of sand and debris. As per our inspection report. This price includes all labor and equipment and dive services needed to complete this job. Any work completed outside the scope of this proposal may result in additional charges.	8,250.00
Total cost to replace the grate on Structure # 854	1,200.00

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$9,450.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevasses or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean.

Authorized Signature
Michael Radford
Michael Radford President

We Utilize E-Verify for all workers

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____



STRUCTURE
054



M.R.I. Underwater Specialists, Inc.

5570 Zip Dr.

Fort Myers, Fl. 33905

239-984-5241 Office | 239-707-5034 Cell | 239-236-1234 fax

Certified General Contractors- CGC 1507963

Report

Re: Inspection on Storm Water System For HOA

May 17,2023

Club House Parking Lot

Please see inspection Report and the proposal for the Cleaning. We recommend having 25% and up with Sand & Debris.

Structure # 774-775-776-777-778-782-784-786-788-789-790-791-792-793 we will utilize the Vac Truck to clean these structures.

Structure# 797 and #807 need to have the bushes removed from the top of the grate.

Structure#804 has a pipe going toward the building that is bricked off around 12' into the pipe.

Structure#806 is partially bricked off with 2 rows of bricks

If you have any questions, please give us a call

Thank you.

MRI Inspection



M.R.I. Inspection LLC

5570 Zip Dr.
Fort Myers Fl. 33905
239-984-5241 Office
239-236-1234 Fax



CGC 1507963

Name

CLub House Parking Lot
c/o Wrathell, Hunt, & Associates,
LLC
9220 Bonita Beach Rd Suite 214
Bonita Springs, Florida 34135

Proposal

Project

Cleaning Storm Water System
As Per Inspection 2023
Club House Parking

Date	Estimate #
------	------------

5/22/2023

4181

Description	Total
<p>This proposal is to utilize the divers And The Vac Truck to clean and remove sand and debris from structures that have 25% and more of sand and debris. As per our inspection report. This price includes all labor and equipment and dive services needed to complete this job. Any work completed outside the scope of this proposal may result in additional charges.</p>	26,500.00

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$26500.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevases or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature
Michael Radford
Michael Radford President

We Utilize E-Verify for all workers

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature_____

Date of acceptance_____



Structure
#67
#797





Structure
006



Structure
Box



M.R.I. Underwater Specialists, Inc.

5570 Zip Dr.

Fort Myers, Fl. 33905

239-984-5241 Office | 239-707-5034 Cell | 239-236-1234 fax

Certified General Contractors- CGC 1507963

Report

Re: Inspection on Storm Water System For HOA

May 17, 2023

Golf Course

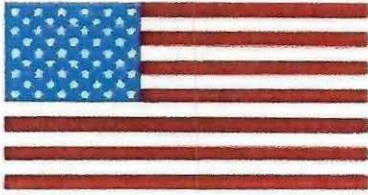
Please see inspection Report and the proposal for the Cleaning. We recommend having all cleaned that is 25% and Up with sand & debris .

Structure # 844 has a piece of plywood blocking it off

If you have any questions, please give us a call.

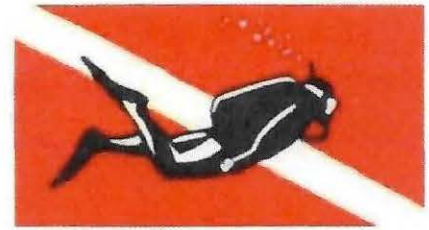
Thank you

MRI Inspection



M.R.I. Inspection LLC

5570 Zip Dr.
Fort Myers Fl. 33905
239-984-5241 Office
239-236-1234 Fax



CGC 1507963

Name

Golf Course
c/o Wrathell, Hunt, & Associates,
LLC
9220 Bonita Beach Rd Suite 214
Bonita Springs, Florida 34135

Proposal

Project

Storm Water System Cleaning
As Per Inspection 2023

Date	Estimate #
------	------------

5/22/2023

4176

Description	Total
<p>This proposal is to utilize the divers to clean and remove sand and debris from structures that have 25% and more of sand and debris. As per our inspection report. This price includes all labor and equipment and dive services needed to complete this job.</p> <p>Any work completed outside the scope of this proposal may result in additional charges.</p>	3,250.00

Please know that we cannot hold pricing according to our normal terms, as our vendors are not holding pricing to us. All quotes will need to be reviewed at the time of contract.

Total \$3,250.00

M.R.I. Underwater Specialist utilizes the federal E-Verify program in contracts with public employers
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Additional charges may occur if any changes are made during scope of work and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. All contractors are fully covered under general liability insurance. We will not be responsible for any unforeseen incidents, when we dewater any wet well system. Due to sink holes crevasses or breeches etc. in and around wet well. This proposal does not include replacing any landscaping(Grass,trees, shrubs.etc.) all Jobsites will be left clean,

Authorized Signature
Michael Radford
Michael Radford President

We Utilize E-Verify for all workers

Arreptaurr of Proposal The Above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made within 30 days after invoiced. If not we will agree to pay a 10% late fee. This proposal may be withdrawn if not accepted within thirty (30) days.

Signature _____

Date of acceptance _____



MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

7

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024
PROPOSED BUDGET**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General Fund Budget	1 - 2
General Fund Definitions	3 - 4
Debt Service Fund Series 2013	5
Debt Service Fund Series 2013 Amortization Schedule	6
Debt Service Fund Series 2022	7
Debt Service Fund Series 2022 Amortization Schedule	8
Projected Fiscal Year 2022 Assessments	9 - 12

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND 001 BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Estimated through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 1,153,139				\$1,384,560
Allowable Discounts (4%)	(46,126)				(55,382)
Assessment levy: on-roll - net	1,107,013	\$ 1,059,929	\$ 47,084	\$ 1,107,013	1,329,178
Interest and miscellaneous	-	54	-	54	-
Total revenues	<u>1,107,013</u>	<u>1,059,983</u>	<u>47,084</u>	<u>1,107,067</u>	<u>1,329,178</u>
EXPENDITURES					
Professional & admin					
Supervisors	9,900	5,813	4,087	9,900	9,900
Management	49,973	24,987	24,986	49,973	49,973
Accounting	16,700	8,350	8,350	16,700	16,700
Audit	10,000	-	10,000	10,000	15,000
Legal	10,000	3,703	6,297	10,000	10,000
Field management	15,300	7,650	7,650	15,300	15,300
Engineering	50,000	22,371	27,629	50,000	50,000
Engineering- nature trail	169,480	26,842	75,000	101,842	100,000
Trustee	10,000	-	10,000	10,000	10,000
Dissemination agent	4,000	2,000	2,000	4,000	4,000
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Assessment roll preparation	5,000	2,500	2,500	5,000	5,000
Postage	1,000	848	152	1,000	1,500
Insurance	12,400	11,900	-	11,900	13,090
Legal advertising	4,000	1,293	2,707	4,000	4,000
Contingencies	2,500	602	1,898	2,500	2,500
Annual district filing fee	175	175	-	175	175
Website	705	705	-	705	705
ADA website compliance	210	210	-	210	210
Total professional & admin	<u>372,843</u>	<u>119,949</u>	<u>184,756</u>	<u>304,705</u>	<u>309,553</u>

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND 001 BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Estimated through 9/30/2023		
Water management					
Lake Maintenance Contract					200,000
Contractual services	240,000	116,489	123,511	240,000	40,000
Aquascaping/aesthetic enhance/pipe cleanout	100,000	26,439	73,561	100,000	100,000
Conservation area fire mitigation clean up	80,000	-	-	-	-
Fuel load reduction right of ways	-	-	-	-	129,000
Lake bank-erosion repairs	75,000	360	74,640	75,000	75,000
Electricity	33,000	13,924	19,076	33,000	35,000
Capital outlay: nature-trail	-	-	-	-	300,000
Aeration repairs and replacement	15,000	6,654	8,346	15,000	25,760
Total water management	<u>543,000</u>	<u>163,866</u>	<u>299,134</u>	<u>463,000</u>	<u>904,760</u>
Other fees and charges					
Property appraiser & tax collector	29,173	16,835	12,338	29,173	34,864
Total other fees and charges	<u>29,173</u>	<u>16,835</u>	<u>12,338</u>	<u>29,173</u>	<u>34,864</u>
Total expenditures and other uses	<u>945,016</u>	<u>300,650</u>	<u>496,228</u>	<u>796,878</u>	<u>1,249,177</u>
Excess/(deficiency) of revenues over/(under) expenditures	161,997	759,333	(449,144)	310,189	80,001
Fund balance - beginning (unaudited)	436,428	482,115	1,241,448	482,115	792,304
Fund balance - ending (projected)					
Committed					
Assigned					
3 months working capital	236,254	236,254	-	-	312,294
Future fire mitigation clean-up	80,000	80,000	80,000	80,000	160,000
Unassigned	282,171	925,194	712,304	712,304	400,011
Fund balance - ending (projected)	<u>\$ 598,425</u>	<u>\$ 1,241,448</u>	<u>\$ 792,304</u>	<u>\$ 792,304</u>	<u>\$ 872,305</u>

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITION OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Supervisors	\$ 9,900
Supervisors pay is statutorily set at \$200 , per Supervisor, (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800, per Supervisor, for each fiscal year. It is anticipated the Board will meet 9 times a year.	
Management	49,973
Wrathell, Hunt and Associates, LLC , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community.	
Accounting	16,700
Fees related to all aspects of accounting for the District funds, including budget and financial statement preparation, cash management and accounts payable. These functions are performed by Wrathell, Hunt and Associates, LLC , on behalf of the District.	
Audit	15,000
The District are required to complete annual, independent examinations of their accounting records and procedures. These audit is conducted pursuant to Florida Law and the Rules of the Florida Auditor General.	
Legal	10,000
Fees for on-going general counsel and legal representation on behalf of the District.	
Field management	15,300
Wrathell, Hunt & Associates, LLC , is responsible for day-to-day field operations. These responsibilities include, but are not limited to, telephone, printing, preparing and bidding services, contract administration, hiring and maintaining qualified personnel, preparing operating schedules and policies, ensuring compliance with operating permits, preparing and implementing field operating budgets, providing District-related information to the public and attending board meetings.	
Engineering	50,000
Johnson Engineering, Inc. provides an array of engineering, consulting, and construction services to the District, assisting them in crafting solutions with sustainability for the long-term interests of the community, while recognizing the needs of the government, environment and maintenance of the community's facilities.	
Engineering- nature trail	100,000
Covers the cost of exploring the opportunity and permitting of a nature trail through the District's conservation area.	
Trustee	10,000
Annual fees paid to U.S. Bank for acting as trustee, paying agent and registrar.	
Dissemination agent	4,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. The District has amended their contracts with Wrathell, Hunt and Associates, LLC to provide this service.	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate arbitrage rebate liability.	
Assessment roll preparation	5,000
The District has amended their contracts with Wrathell, Hunt and Associates, LLC to provide assessment roll management services.	
Postage	1,500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITION OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Insurance		13,090								
	The District carries public officials liability, general liability and fire damage insurance. The District has a general liability insurance limit of \$1,000,000 (\$2,000,000 general aggregate limit), a public officials liability limit of \$5,000,000 (\$5,000,000 general aggregate limit) and a fire damage liability limit of \$50,000.									
Legal advertising	Required advertisements for monthly meetings, special meetings, public hearings, bidding, etc.	4,000								
Contingencies	Bank charges, automated AP routing and miscellaneous expenses incurred throughout the year.	2,500								
Annual district filing fee	Annual fee paid to the Department of Economic Opportunity.	175								
Website		705								
ADA website compliance		210								
Lake Maintenance Contract	Contract for the maintenance of the storm water ponds and Conservation Area maintenance	200,000								
Other Contractual services	Contracts entered into by the District for water management related professional services, including monthly bacteria packs for lake 52 as well as water quality testing and cane toad removal.	40,000								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Cane toad removal</td> <td style="width: 45%; text-align: right;">24,600</td> </tr> <tr> <td>Lake 52 bacteria</td> <td style="text-align: right;">5,400</td> </tr> <tr> <td>Water quality testing</td> <td style="text-align: right; border-bottom: 1px solid black;">10,000</td> </tr> <tr> <td></td> <td style="text-align: right;">40,000</td> </tr> </table>	Cane toad removal	24,600	Lake 52 bacteria	5,400	Water quality testing	10,000		40,000	100,000
Cane toad removal	24,600									
Lake 52 bacteria	5,400									
Water quality testing	10,000									
	40,000									
	Addresses the continued supplementation of the lake perimeter beneficial aquatic plant program as well as inspection and cleanout of District owned drainage pipes and structures. It is anticipated that the District will continue the lake aesthetic enhancement program in 2024.									
Fuel load reduction right of ways		129,000								
Lake bank-erosion repairs	In fiscal year 2024, the District plans on continuing its lake bank erosion repair and mitigation efforts on Fue eroded shorelines.	75,000								
Lake bank-erosion repairs	Electrical expenses incurred relating to water management of the District.	35,000								
Electricity	In fiscal year 2024, it is anticipated that the District will begin the installation of a nature trail beginning at the children's park and extending into the adjacent conservation area approximately 1,000 feet (Phase 1) including a couple of viewing areas and educational signage.	300,000								
Capital outlay: nature-trail	Intended to cover routine repairs and maintenance as well as eventual replacement.	25,760								
Property appraiser & tax collector	In Collier County the tax collector's fee is 1.5% of assessments collected and property appraiser's fee is 2.5% . In Lee County the tax collector's fee is \$1.50 per parcel and the property appraiser's fee is \$1.00 per parcel.	34,864								
Total expenditures		\$ 1,249,177								

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND 204 BUDGET - SERIES 2013 BONDS
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Estimated through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 328,913				\$ 328,913
Allowable discounts (4%)	(13,157)				(13,157)
Assessment levy: on-roll - net	315,756	\$ 302,255	\$ 13,501	\$ 315,756	315,756
Interest	-	5,500	-	5,500	-
Total revenues	315,756	307,755	13,501	321,256	315,756
EXPENDITURES					
Debt service					
Principal	170,000	-	170,000	170,000	180,000
Interest	132,438	66,219	66,219	132,438	125,425
Total debt service	302,438	66,219	236,219	302,438	305,425
Other fees & charges					
Property appraiser & tax collector	11,512	6,660	4,852	11,512	11,512
Total other fees & charges	11,512	6,660	4,852	11,512	11,512
Total expenditures	313,950	72,879	241,071	313,950	316,937
Excess/(deficiency) of revenues over/(under) expenditures	1,806	234,876	(227,570)	7,306	(1,181)
Fund balance:					
Net increase/(decrease) in fund balance	1,806	234,876	(227,570)	7,306	(1,181)
Beginning fund balance (unaudited)	268,603	275,913	510,789	275,913	283,219
Ending fund balance (projected)	<u>\$270,409</u>	<u>\$ 510,789</u>	<u>\$ 283,219</u>	<u>\$ 283,219</u>	<u>282,038</u>
Use of fund balance					
Debt service reserve account balance (required)					(75,000)
Interest expense - November 1, 2024					(59,000)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 148,038</u>

Mediterra
 Community Development District
 Series 2013
 \$4,030,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-		62,712.50	62,712.50
05/01/2024	180,000.00	4.125%	62,712.50	242,712.50
11/01/2024	-		59,000.00	59,000.00
05/01/2025	185,000.00	5.000%	59,000.00	244,000.00
11/01/2025	-		54,375.00	54,375.00
05/01/2026	195,000.00	5.000%	54,375.00	249,375.00
11/01/2026	-		49,500.00	49,500.00
05/01/2027	210,000.00	5.000%	49,500.00	259,500.00
11/01/2027	-		44,250.00	44,250.00
05/01/2028	220,000.00	5.000%	44,250.00	264,250.00
11/01/2028	-		38,750.00	38,750.00
05/01/2029	230,000.00	5.000%	38,750.00	268,750.00
11/01/2029	-		33,000.00	33,000.00
05/01/2030	240,000.00	5.000%	33,000.00	273,000.00
11/01/2030	-		27,000.00	27,000.00
05/01/2031	255,000.00	5.000%	27,000.00	282,000.00
11/01/2031	-		20,625.00	20,625.00
05/01/2032	265,000.00	5.000%	20,625.00	285,625.00
11/01/2032	-		14,000.00	14,000.00
05/01/2033	280,000.00	5.000%	14,000.00	294,000.00
11/01/2033	-		7,000.00	7,000.00
05/01/2034	280,000.00	5.000%	7,000.00	287,000.00
Total	\$2,540,000.00		\$820,425.00	\$3,360,425.00

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Estimated through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 862,455				\$ 862,455
Allowable Discounts (4%)	(34,498)				(34,498)
Assessment levy: on-roll - net	827,957	\$ 792,764	\$ 35,193	\$ 827,957	827,957
Interest	-	6,365	-	6,365	-
Total Revenues	827,957	799,129	35,193	834,322	827,957
EXPENDITURES					
Debt service					
Principal	679,000	-	679,000	679,000	693,000
Interest	138,964	69,482	69,482	138,964	124,773
Costs of issuance	-	105,795	-	105,795	-
Total debt service	817,964	175,277	748,482	923,759	817,773
Other fees & charges					
Property appraiser & tax collector	17,150	10,136	7,014	17,150	17,146
Total other fees & charges	17,150	10,136	7,014	17,150	17,146
Total expenditures	835,114	185,413	755,496	940,909	834,919
Excess/(deficiency) of revenues over/(under) expenditures	(7,157)	613,716	(720,303)	(106,587)	(6,962)
Beginning fund balance (unaudited)	671,058	283,342	897,058	283,342	176,755
Ending fund balance (projected)	\$ 663,901	\$ 897,058	\$ 176,755	\$ 176,755	169,793
Use of fund balance					
Debt service reserve account balance (required)					-
Interest expense - November 1, 2024					(55,145)
Projected fund balance surplus/(deficit) as of September 30, 2024					\$ 114,648

Mediterra
 Community Development District
 Series 2022
 \$7,053,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2023	-		62,386.50	62,386.50
05/01/2024	693,000.00	2.090%	62,386.50	755,386.50
11/01/2024	-		55,144.65	55,144.65
05/01/2025	708,000.00	2.090%	55,144.65	763,144.65
11/01/2025	-		47,746.05	47,746.05
05/01/2026	722,000.00	2.090%	47,746.05	769,746.05
11/01/2026	-		40,201.15	40,201.15
05/01/2027	738,000.00	2.090%	40,201.15	778,201.15
11/01/2027	-		32,489.05	32,489.05
05/01/2028	753,000.00	2.090%	32,489.05	785,489.05
11/01/2028	-		24,620.20	24,620.20
05/01/2029	769,000.00	2.090%	24,620.20	793,620.20
11/01/2029	-		16,584.15	16,584.15
05/01/2030	785,000.00	2.090%	16,584.15	801,584.15
11/01/2030	-		8,380.90	8,380.90
05/01/2031	802,000.00	2.090%	8,380.90	810,380.90
Total	\$5,970,000.00		\$575,105.30	\$6,545,105.30

**Mediterra
Community Development District
FY 2022-2023 Final Assessments**

Lee County "North" 2022 Bond Issue - Refinanced 2012 Series A Bonds

**Lee County
7 years remaining**

Neighborhoods	Parcel	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2023-2024 tax payment
Amarone	124	Estate 1	\$ 2,247.85	\$ 1,264.98	\$ 3,512.83	\$14,157.89
Brendisi	119	Coach 1	651.78	1,264.98	1,916.76	4,105.16
Calabria	122B	Coach 1	651.78	1,264.98	1,916.76	4,105.16
Cortile (lots 1-5, 37-48)	118	Villa 1	1,092.70	1,264.98	2,357.68	6,882.27
Il Cuore Ct	115A	Manor A	3,315.45	1,264.98	4,580.43	20,882.10
Marcello	114	Estate 1	2,247.85	1,264.98	3,512.83	14,157.89
Marcello	114	Estate 1A	2,862.23	1,264.98	4,127.21	18,027.54
Porta Vecchio	113	Coach	624.40	1,264.98	1,889.38	3,932.75
Positano	116	Villa 1	1,092.70	1,264.98	2,357.68	6,882.27
Serata	122A	Villa 2	874.16	1,264.98	2,139.14	5,505.81
Serata II	122A	Villa 2A	1,466.46	1,264.98	2,731.44	9,236.38
Teramo	115	Manor 2	2,310.29	1,264.98	3,575.27	14,551.18
Terrazza	123	Villa 2	874.16	1,264.98	2,139.14	5,505.81
Treviso (Lots 2 - 10)	120	Manor 1	2,247.85	1,264.98	3,512.83	14,157.89
Verona (Lots 1-5,31-34)	117	Manor 3	2,372.74	1,264.98	3,637.72	14,944.52
Villalago	121	Villa 2	874.16	1,264.98	2,139.14	5,505.81

Fiscal year 2022-2023 Assessments:	Manor 1	\$ 2,247.85	\$ 1,053.55	\$ 3,301.40	\$ 15,559.82
	Manor 2	2,310.29	1,053.55	3,363.84	15,992.05
	Manor 3	2,372.74	1,053.55	3,426.29	16,424.34
	Manor A	3,315.45	1,053.55	4,369.00	22,949.86
	Estate 1	2,247.85	1,053.55	3,301.40	15,559.82
	Estate 1A	2,862.23	1,053.55	3,915.78	19,812.63
	Villa 1	1,092.70	1,053.55	2,146.25	7,563.76
	Villa 2	874.16	1,053.55	1,927.71	6,051.00
	Villa 2A	1,466.46	1,053.55	2,520.01	10,150.97
	Coach 1	651.78	1,053.55	1,705.33	4,511.65
	Coach	624.40	1,053.55	1,677.95	4,322.17

**Mediterra
Community Development District
FY 2022-2023 Final Assessments**

Collier County "South" 2022 Series Bond Issue - REFINANCED 2012 Bonds

**Collier County
7 years remaining**

Phase I Neighborhoods	Parcel	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2023-2024 tax payment
Benvenuto	100	Manor SF	\$ 1,850.94	\$ 1,264.98	\$ 3,115.92	\$ 11,657.99
IL Corsini	108	Manor SF	1,850.94	1,264.98	3,115.92	11,657.99
IL Trebbio Lots 1-14	101	Estate SF	1,850.94	1,264.98	3,115.92	11,657.99
Savona	102	Estate SF	1,850.94	1,264.98	3,115.92	11,657.99
Medici	107	Villa A	744.83	1,264.98	2,009.82	4,691.29
Milan	105/106	Villa B	744.83	1,264.98	2,009.82	4,691.29
Villoresi	103	Villa C	744.83	1,264.98	2,009.82	4,691.29
Monterosso	104	Coach	553.26	1,264.98	1,818.24	3,484.66
Fiscal year 2022-2023 Assessments:		Manor SF	\$1,850.94	\$ 1,053.55	\$ 2,904.49	\$12,812.37
		Estate SF	1,850.94	1,053.55	2,904.49	\$12,812.37
		Villa A,B,C	744.83	1,053.55	1,798.38	5,155.82
		Coach	553.26	1,053.55	1,606.81	3,829.72

**Mediterra
Community Development District
FY 2022-2023 Final Assessments**

Collier County "South" 2022 Series Bond Issue - REFINANCED 2012 A-1 Bonds

**Collier County
7 years remaining**

Phase II Neighborhoods	Parcel	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2023-2024 tax payment
Bello Lago	109	Manor SF B	\$ 2,183.79	\$ 1,264.98	\$ 3,448.77	\$ 13,754.42
Padova (Lots 28-35)	110	Manor SF C	1,819.82	1,264.98	3,084.81	11,462.04
Ravello	111	Manor SF B	2,183.79	1,264.98	3,448.77	13,754.42
Cortile (lots 6-18,26-36)	118A	Villa A	1,136.16	1,264.98	2,401.14	7,156.02
Cortile (lots 19-25)	118B	Manor SF A	1,941.14	1,264.98	3,206.12	12,226.11
Treviso (Lot 1)	120	Manor SF B	2,183.79	1,264.98	3,448.77	13,754.42
IL Trevvio Lots (15-22)	101A	Estate SF A	1,819.82	1,264.98	3,084.81	11,462.04
Padova Lots 1-27	110	Estate SF A	1,819.82	1,264.98	3,084.81	11,462.04
Verona (lots 6-30)	117	Estate SF B	2,305.11	1,264.98	3,570.09	14,518.59
Bellezza	112	Villa B	849.25	1,264.98	2,114.23	5,348.93
Porta Vecchio (Bldgs 13,14)	113	Coach	606.61	1,264.98	1,871.59	3,820.68
Fiscal year 2022-2023 Assessments:		Manor SF A	\$ 1,941.14	\$ 1,053.55	\$ 2,994.69	\$ 13,436.75
		Manor SF B	2,183.79	1,053.55	3,237.34	15,116.39
		Manor SF C	1,819.82	1,053.55	2,873.37	12,597.02
		Estate SF A	1,819.82	1,053.55	2,873.37	12,597.02
		Estate SF B	2,305.11	1,053.55	3,358.66	15,956.23
		Villa A	1,136.16	1,053.55	2,189.71	7,864.62
		Villa B	849.25	1,053.55	1,902.80	5,878.59
		Coach	606.61	1,053.55	1,660.16	4,199.01

**Mediterra
Community Development District
FY 2022-2023 Final Assessments**

Collier County "South" 2013 Series Bond Issue (Phase III) - REFINANCED 2003 Bonds

**Collier County
10 years remaining**

Phase III Neighborhoods	Parcel	Bond Designation	Debt Service Assessment	O & M Assessment	Total Assessment	Outstanding Principal after 2023-2024 tax payment
Lucarno	125	Villa C	\$ 1,376.21	\$ 1,264.98	\$ 2,641.19	\$ 9,874.48
Lucarno	126	Villa C	1,376.21	1,264.98	2,641.19	9,874.48
Felicita	127	SF - 90	2,752.41	1,264.98	4,017.39	19,748.95
Cellini	128	SF - 90	2,752.41	1,264.98	4,017.39	19,748.95
Celebrita	129	SF - 90	2,752.41	1,264.98	4,017.39	19,748.95
Buonasera	130	SF - 90	2,752.41	1,264.98	4,017.39	19,748.95
Cabreo	131	Villa C	1,376.21	1,264.98	2,641.19	9,874.48
Caminetto	121	SF - 90	2,752.41	1,264.98	4,017.39	19,748.95
Fiscal year 2022-2023 Assessments:		SF - 90	\$ 2,752.41	\$ 1,053.55	\$ 3,805.96	\$ 21,255.23
		Villa C	1,376.21	1,053.55	2,429.76	10,627.62

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2023**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2013	Debt Service Series 2022	
ASSETS				
Cash				
Operating	\$1,244,639	\$ -	\$ -	\$ 1,244,639
Investments				
BB&T - CDARS	1,497	-	-	1,497
Series 2013				
Revenue		437,585	-	437,585
Reserve	-	75,000	-	75,000
Series 2022				
Principal	-	-	3	3
Interest	-	-	494	494
Prepayment	-	-	895	895
Revenue	-	-	898,760	898,760
Due from general fund	-	9,909	22,333	32,242
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 1,248,482</u>	<u>\$ 522,494</u>	<u>\$ 922,485</u>	<u>\$ 2,693,461</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
<i>Mediterra South</i>				
Due to debt service - series 2013	9,908	-	-	9,908
Due to debt service - series 2022	22,333	-	-	22,333
Total liabilities	<u>32,241</u>	<u>-</u>	<u>-</u>	<u>32,241</u>
Fund Balances				
Restricted for:				
Debt service	-	522,494	922,485	1,444,979
Assigned				
3 months working capital	236,254	-	-	236,254
Future fire mitigation clean-up	80,000	-	-	80,000
Unassigned	899,987	-	-	899,987
Total fund balances	<u>1,216,241</u>	<u>522,494</u>	<u>922,485</u>	<u>2,661,220</u>
Total liabilities and fund balances	<u>\$ 1,248,482</u>	<u>\$ 522,494</u>	<u>\$ 922,485</u>	<u>\$ 2,693,461</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 APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ 31,807	\$ 1,091,736	\$ 1,107,013	99%
Interest and miscellaneous	12	66	-	N/A
Total revenues	<u>31,819</u>	<u>1,091,802</u>	<u>1,107,013</u>	99%
EXPENDITURES				
Administrative				
Supervisors	1,077	6,890	9,900	70%
Management	4,164	29,150	49,973	58%
Accounting	1,392	9,742	16,700	58%
Audit	-	-	10,000	0%
Legal	855	4,558	10,000	46%
Field management	1,275	8,925	15,300	58%
Engineering	12,937	35,309	50,000	71%
Engineering-nature trail	1,235	28,077	169,480	17%
Trustee	-	-	10,000	0%
Dissemination agent	333	2,333	4,000	58%
Arbitrage rebate calculation	-	-	1,500	0%
Assessment roll preparation	417	2,917	5,000	58%
Postage	139	986	1,000	99%
Insurance	-	11,900	12,400	96%
Legal advertising	547	1,840	4,000	46%
Contingencies	92	695	2,500	28%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	<u>24,463</u>	<u>144,412</u>	<u>372,843</u>	39%
Water management				
Contractual services	18,508	134,996	240,000	56%
Aquascaping/cutbacks/pipe cleanout	-	26,439	100,000	26%
Conservation area fire mitigation clean up	-	-	80,000	0%
Lake bank erosion repairs	-	360	75,000	0%
Electricity	2,890	16,815	33,000	51%
Aeration replacement and Repairs	10,673	17,327	15,000	116%
Total water management	<u>32,071</u>	<u>195,937</u>	<u>543,000</u>	36%
Other fees & charges				
Property appraiser & tax collector	491	17,327	29,173	59%
Total other fees & charges	<u>491</u>	<u>17,327</u>	<u>29,173</u>	59%
Total expenditures	<u>57,025</u>	<u>357,676</u>	<u>945,016</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	(25,206)	734,126	161,998	
Fund balances - beginning	1,241,447	482,115	436,428	
Fund balance - ending (projected)				
Assigned				
3 months working capital	236,254	236,254	236,254	
Future fire mitigation clean-up	80,000	80,000	80,000	
Unassigned	899,987	899,987	282,172	
Fund balances - ending	<u>\$ 1,216,241</u>	<u>\$ 1,216,241</u>	<u>\$ 598,426</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 APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ 10,111	\$ 312,366	\$ 315,756	99%
Interest	1,797	7,296	-	N/A
Total revenues	<u>11,908</u>	<u>319,662</u>	<u>315,756</u>	101%
EXPENDITURES				
Debt service				
Principal	-	-	170,000	0%
Interest	-	66,218	132,438	50%
Total debt service	<u>-</u>	<u>66,218</u>	<u>302,438</u>	22%
Other fees & charges				
Property appraiser & tax collector	202	6,863	11,512	60%
Total other fees & charges	<u>202</u>	<u>6,863</u>	<u>11,512</u>	60%
Total expenditures	<u>202</u>	<u>73,081</u>	<u>313,950</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	11,706	246,581	1,806	
Fund balances - beginning	510,788	275,913	268,603	
Fund balances - ending	<u>\$ 522,494</u>	<u>\$ 522,494</u>	<u>\$ 270,409</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 APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ 22,632	\$ 815,397	\$ 827,957	98%
Interest	3,094	9,458	-	N/A
Total revenues	<u>25,726</u>	<u>824,855</u>	<u>827,957</u>	100%
EXPENDITURES				
Debt service				
Principal	-	-	679,000	0%
Interest	-	69,482	138,964	50%
Cost of issuance	-	105,795	-	N/A
Total debt service	<u>-</u>	<u>175,277</u>	<u>817,964</u>	21%
Other fees & charges				
Property appraiser & tax collector	299	10,435	17,150	61%
Total other fees & charges	<u>299</u>	<u>10,435</u>	<u>17,150</u>	61%
Total expenditures	<u>299</u>	<u>185,712</u>	<u>835,114</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	25,427	639,143	(7,157)	
Fund balances - beginning	897,058	283,342	671,058	
Fund balances - ending	<u>\$ 922,485</u>	<u>\$ 922,485</u>	<u>\$ 663,901</u>	

Mediterra CDD

2023 Operations Financial Impact Analysis

6.9.23

<u>Operations Account</u>	<u>Budget</u> <u>FY 2023</u>	<u>Encumbered</u> <u>FY 2023</u>	<u>Variance</u> <u>FY 2023</u>	<u>Notes</u>
Contractual Services	\$ 240,000	\$ 230,543	\$ 9,457	L. & W. Contract, Lake 52 Bacteria Sock treatment & Cane Toad Removal and cut/drop tree at C-21
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 113,604	\$ (13,604)	Pipe Inspections and repairs to OS-OAK3 & OS-OAK2, OS-COCO1, 10A & HOA Inspections
Conservation area fire mitigation	\$ 80,000	\$ -	\$ 80,000	
Lake Bank - Erosion Repairs	\$ 75,000	\$ 53,178	\$ 21,822	Lake 6 and Lake 13 (lake 13 increase of \$2,375.00)
Electricity	\$ 33,000	\$ 23,126	\$ 9,874	through June 9th
Aeration Repairs	\$ 15,000	\$ 34,041	\$ (19,041)	Also Includes GFCI & (25) Fire balls Installations
Cap Outlay FCB Loan	\$ -	\$ -	\$ -	
	\$ 543,000	\$ 454,492	\$ 88,508	

\$ 8,508 This balance is net of the \$80K reserved for fire mitigation program

Surplus Fund Balance Year Ending 9/30/22 - \$228,882.00

Mediterra Breakdown June 9, 2023

Summary:

Water Management/Contract Services:

Contract Services Lake & Wetland	\$195,000.00 (expires 1/31/24)
Cane Toad Removal Project	\$ 19,650.00
Water Testing	\$ 10,220.00
Lake 52 bacteria applications	\$ 5,673.00

Aqua/cutbacks/pipe cleanout:

Annual Pipe Cleanout Project	\$ 8,800.00 (inspection & to include ROV of outfall structures) \$ 6,500.00 (inspections of HOA/Other owned pipes) \$55,410.00 (Pipe Cleanout& includes \$1,850 June Agenda) \$20,180.00 (Pipe Cleanout between Lakes 121 & 122)
Pipe Repairs	\$16,550.00 (10-A, OS-OAK 2 & OS-OAK 3)
Littoral Plantings Project	\$ 4,089.00
Vegetation Trim Back	\$ 2,075.00

Lake Bank Erosion Repairs:

Bank Restoration	\$53,178.00 (Lake 6 and (Lake 13 – increase of \$2,375.00)
------------------	--

<u>Aeration Repairs:</u>	\$34,041.00
--------------------------	-------------

Note: Lake 52 bacteria applications (Bio-Zyme Eco Socks) is a combination of beneficial aerobic bacteria, enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond. Approved by the Board February 20, 2019 in an effort to minimize growth of algae.

Note: Bank Restoration of Lake 13 (\$11,875.00 + \$2,375.00) and will be completed: June 12th thru July 14th or August 28th thru September 22nd. Bank Restoration of Lake 6 (\$38,568.00) schedule date not yet received. \$360.00 for sign installation at Lake 6.

Note: Littoral Planting projects for Lakes 42, 43 and 27/28 – Total Cost \$4,089.00 is reflected in the November financials.

Note: Aeration Repairs to include \$6,350.00 for GFCI Breaker install as well as \$2,375.00 Elide Fire Ball Purchase (25 Total). Vegetation Trim back @ compressor boxes adjacent to conservations.

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 Regular Meeting on May 17, 2023 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
Kenneth Tarr	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary
Vicki Gartland	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
Bill Bowden	MCA General Manager
Julia Babair	Priority Marketing

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments (3 minutes)

There were no public comments at this time.

THIRD ORDER OF BUSINESS

Chairman's Comments

Mr. Greenberg thanked Staff for contacting London Bay to address the debris around the back side of Lakes 71 and 72. He observed thousands of baby cane toads escaping from ponds on the east side; Pesky Varmints tried to remove as many as possible but it is the first breeding season. He believed a notice should be sent informing the MCA that the CDD should be notified if an upsurge in adult cane toads is observed. Mr. Tarr stated Medici hires Pesky Varmints and six toads were removed on their last visit.

42 Mr. Greenberg stated the Fifth Order of Business will not be addressed as it is not a CDD
43 expense. The two significant items to be considered today are the walking trail and the budget.

44

45 **FOURTH ORDER OF BUSINESS**

**Continued Discussion/Update: Nature Trail
and Board Walk**

46

47

48 **A. Updated Cost Estimate Phase 1 and Phase 2**

49 Mr. Greenberg introduced Ms. Julia Babair, of Priority Marketing. He noted that the
50 Board’s decision regarding Priority Marketing’s information package and survey proposal will
51 impact the budget. He stated Mr. Tilton provided cost projections for the trail and, due to the
52 cost, the longer, 1.5-mile trail will not be considered, in favor of a more conservative approach.

53 Ms. Babair distributed and reviewed a two-page handout that describes the proposed
54 nature boardwalk and includes a map of Phases 1 and 2, measuring 620’ and 600’ respectively,
55 and a possible future addition to the nature trail measuring 6,700’. The handout will be emailed
56 to residents three days prior to emailing the Resident Survey.

57 Ms. Babair reviewed the Resident Survey handout and discussed anticipated open rate
58 and response rates.

59 Mr. Greenberg noted that the proposal includes use of the IPE wood decking material,
60 which increases the cost of each phase of the project by 50%. He discussed the heavy golf cart
61 traffic on the golf course boardwalks and noted he only saw one crossing that needed to be
62 redone. In his opinion, the Board should consider pine as a better option for the nature
63 boardwalk to lower the initial cost of the project.

64 Mr. Tarr expressed support for the survey and wants to work on it. He noted the
65 popularity of local municipal nature trails and suggested Question 2 be phrased more generally.

66 Mr. Henry feels that the survey should state that it will determine the outcome and it
67 should stipulate the cost to property owners.

68 Discussion ensued regarding what should be done if the response rate is low, mailing
69 lists, whether some residences will receive more than one survey and sending “teaser” emails
70 to ensure that all property owners are aware that they should expect the survey via email.

71 Ms. Babair described the series of three email communications that would be sent,
72 beginning with a “teaser” email advising to watch for the handout sent three days prior to the
73 survey. Emails would be sent to the Board for approval prior to sending.

74 Regarding the deadline to send Mailed Notices for assessment increases, Mr. Adams
75 stated Mailed Notices must be sent in July, one month before the August meeting.

76 Mr. Tarr stated, even though the Board does not want to spend the money now, a
77 future Board could approve a nature trail as it was envisioned.

78 Mr. Greenberg asked if the 1.5-mile trail was on the original Mediterra Development
79 Plan but just never permitted and funded. Mr. Tilton stated the original development permits
80 anticipated the possibility of a trail, which is why the Conservation Easement allows for passive
81 recreation, but there was no planned path on the drawings; it only included an allowance for a
82 trail. There were subsequent attempts to build a path but none came to fruition.

83 Mr. Greenberg stated the pricing only includes the mitigation for each phase. Mitigation
84 will not be bought for two phases if only one phase is completed or for the entire 1.5 miles if
85 only one or two phases are done. In accordance with the Board's consensus to truncate the
86 project as much as possible, he believes the most financially viable means is to present Phase 1
87 or Phases 1 and 2 with pine wood.

88 Mr. Greenberg stated he spoke with MCA President Mr. Rodney Chase informally and
89 Mr. Chase is supportive of the project.

90 MCA General Manager Mr. Bill Bowden stated there is support for the plan although the
91 specific details are not known. His prior community initially installed pine and it sufficed for
92 several years but was eventually replaced.

93 Mr. Tarr suggested Mr. Greenberg present this at the next MCA Board meeting. Mr.
94 Greenberg stated if approved, he will present it to The Club and The MCA. Mr. Vince Byrd is
95 supportive and The Club will allow large posters to be displayed.

96 Ms. Gartland expressed concern about proceeding too fast to address questions and
97 concerns. She is worried about resident pushback due to the timing and is hesitant to consider
98 the project in the summer based on past resident reactions; in her opinion, the fall would be a
99 better time to email the information. She thinks the wording makes it seem like the project is
100 already decided upon versus it being a survey to gauge interest about whether to do it at all.
101 She supports including information about the costs but wonders if it is helpful to include an
102 assessment amount or if it would be more palatable to finance the project, finance part of the
103 project or split the assessment over several years.

104 Discussion ensued regarding how to present the cost and the project.

105 Referring to the Unaudited Financials, Mr. Adams estimated approximately \$300,000 of
106 Unassigned Funds will be available to offset the expense in Fiscal Year 2023. The Fiscal Year
107 2024 budget, in its current form, adds an additional \$160,000 to fund balance.

108 Mr. Greenberg asked if applying \$300,000 of existing surplus to Phase 1 would leave
109 \$350,000 to be assessed, equating to about \$380 per home. Mr. Adams replied affirmatively.

110 Mr. Adams responded to questions about the Fiscal Year 2023 Unaudited Financials,
111 Unassigned Fund Balance, line items, reserves and CDD governmental accounting methods.

112 Mr. Tarr asked if the expense can be funded over two years to preserve Unassigned
113 Fund Balance for emergencies. Mr. Greenberg stated it is a question of how much Unassigned
114 Fund Balance the Board allocates to the project; the community will need to be informed if part
115 of the cost will come from surplus funds. Mr. Tarr favors an assessment versus depleting
116 reserves. Mr. Greenberg surmised that the consensus of the Board is not to use Unassigned
117 Fund Balance to fund the project.

118 Discussion ensued regarding the cost and benefits of the trail, The Club's projects and
119 added value and usability of the trail for a relatively small cost.

120 Mr. Greenberg voiced his opinion that the trail would add significant value to the
121 community. He noted the need to stay competitive with other gated communities to attract
122 younger people and provide activities for active residents and families. He agrees with the need
123 to be frugal and to preserve Unassigned Funds but to build up reserves as the Board decided to
124 do. In his opinion, a one-time assessment of \$600 to \$1,000 for an enduring amenity such as a
125 nature trail is not a big ask if appropriate information is provided to property owners. He does
126 not want the Board to be driven by only the loudest naysayers.

127 Mr. Tarr noted that the bocce ball and pickleball courts began small and grew beyond
128 expectation. He supports starting with a 620' trail and gauging use.

129 Mr. Greenberg feels that the purpose of the survey is to see if anybody will use it.

130 Ms. Gartland suggested including a third option of, "I do not support." to Question 7.
131 Ms. Babair stated she will add that option.

132 Regarding the budget, Mr. Henry asked how the survey will affect the decision of
133 whether to proceed. Mr. Adams stated the timing of the survey results is the deciding factor as
134 the July meeting is the last opportunity to decide on the assessment levels for Fiscal Year 2024.

135 Ms. Gartland reiterated her opinion that the decision is being rushed because funds are
136 being budgeted before the survey results are received. Mr. Greenberg stated he wants the

137 survey results in time so funds can be budgeted. In his opinion, there will be some pushback
138 regardless of when it is done.

139 Mr. Henry wondered if there are monetary implications for the MCA regarding
140 maintenance, liability, etc. Mr. Bowden thinks immediate oversight will be for overnight
141 security, closures, etc. Maintenance should be minimal in the first year. He is prepared to
142 address the implications once dates and details are known.

143 Mr. Tarr asked if a portion of the trail can be funded in the next fiscal year and if the
144 survey can be done in the fall and the project then proceeding with half the funds available and
145 then the costs can be spread over two billing cycles.

146 Mr. Greenberg voiced his opinion that the Board has worked long and hard on this and
147 he wants to know sooner rather than later if the community wants to halt the project. Ms.
148 Gartland reiterated her opinion that the Board should delay the survey to the most reasonable
149 time to try and make the project succeed. Mr. Greenberg thinks the fall is no better than now
150 since the community is not full until January. Ms. Gartland disagreed and stated her opinion
151 that more people will be present and focused in the Fall.

152 Mr. Henry noted that unencumbered funds are available in the Fiscal Year 2023 budget
153 for preliminary work assuming the decision is made to proceed with the project. Mr. Adams
154 stated short-term financing is always an option. Mr. Greenberg stated \$100,000 is available for
155 permitting, construction plans, etc. He does not believe the construction cost is the big portion
156 of the cost compared to the cost of wood and mitigation. Reviewing the cost estimate, he
157 noted the mitigation cost is \$70,000 and there is a 20% contingency. Mr. Tilton stated part of
158 permitting relates to mitigation; the actual permit fee will likely be \$3,000 to \$5,000.

159 Mr. Greenberg noted that two-thirds of the cost relates to the wood and the mitigation
160 and the mitigation is an up-front cost.

161 Ms. Gartland asked how long the mitigation process takes. Mr. Tilton stated, unless no
162 mitigation is available, which should not be the case, it is a matter of paying a mitigation bank
163 for it. Once the actual number of credits needed is known the process is straightforward. During
164 the permit process with the South Florida Water Management District (SFWMD), a letter from
165 the mitigation bank is needed to show that credits are available for this project and, to get that
166 letter, payment must be made.

167 Mr. Henry suggested budgeting \$200,000, doing the survey later in the year and
168 consulting with the MCA to see if IPE wood is worth considering. Ms. Gartland stated The Club

169 might be able to advise about pine and IPE wood and maintenance of pine as The Club has two
170 pine boardwalks on the golf course that are being replaced now. Mr. Bowden stated, in his
171 experience, the benefit of IPE wood is in the replacement cost rather than in maintenance.

172 Ms. Gartland supports researching replacement costs. Mr. Greenberg noted that The
173 Club's boardwalks support golf cart traffic whereas the CDD trail would be limited to foot
174 traffic. He believes The Club replaced one or two boards every three years and, in fourteen
175 years, the top boards have only been replaced once. Mr. Tilton discussed the dimensions of the
176 boards to be used. Mr. Greenberg thinks timing is the issue not the material.

177 The consensus is to include \$200,000 in the budget, defer the survey until the fall and
178 disseminate information now about the plans, including timing, to reduce misinformation.

179 Mr. Greenberg feels that the materials should be refined and the packet should be sent
180 this summer and present in the fall with the survey.

181 Mr. Greenberg asked the Board Members to email comments and suggestions about the
182 handout to Ms. Babair. The picture will be enlarged to include only the first two phases. He will
183 draft a cover letter advising that this is an initial information package and that a survey to
184 solicit interest will be sent later in the year as more information is developed.

185 Ms. Gartland expressed support for pine as opposed to IPE wood. Mr. Tarr and Mr.
186 Henry agreed. Mr. Greenberg stated, given the consensus to use pine, the cost estimate will be
187 included. He asked Mr. Tilton to include hard and soft costs and mitigation costs. Ms. Gartland
188 thinks including the mitigation costs will help as it shows the CDD is buying mitigation to offset
189 environmental impacts elsewhere. Mr. Greenberg stated that should be included in the bullet
190 points. Costs will be kept down as much as possible and mitigation will be purchased and land
191 cleared for Phase 1 only, unless the community supports Phases 1 and 2. The rest can be
192 completed in stages.

193 Discussion ensued regarding using sensors to count traffic on the trail.

194 Mr. Greenberg stated the project is environmentally responsible and the CDD is buying
195 mitigation to offset removal of this 8' path from the preserve so that other environmentally
196 sensitive land can be preserved.

197 Mr. Greenberg stated there is a consensus on how to proceed. The Board will have an
198 opportunity to comment and work on edits to the survey but he wants the proposal ready as
199 quickly as possible; he will work on the letter. He asked the Board Members to email their

200 comments about the proposal and survey to Ms. Babair at Julia@PriorityMarketing.com by the
201 close of business Friday.

202 Mr. Tarr stated he will not be at the next meeting.

203 Ms. Babair will email the final handout to Mr. Greenberg by the end of next week.

204

205 **FIFTH ORDER OF BUSINESS** **Discussion/ Consideration of MRI**
206 **Inspection, LLC, Items**

207
208 **A. Medici Inspection Report**

209 **B. Estimate #4079 to Install Band**

210 **C. Estimate #4081 to Clean & Root Removal**

211 This item is not a CDD matter or expense. It will be deleted from future agendas.

212

213 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2023-05,**
214 **Approving Proposed Budgets for Fiscal**
215 **Year 2023/2024 and Setting a Public**
216 **Hearing Thereon Pursuant to Florida Law;**
217 **Addressing Transmittal, Posting and**
218 **Publication Requirements; Addressing**
219 **Severability; and Providing an Effective**
220 **Date**

221
222 Mr. Adams stated the net effect of the trail decisions earlier in the meeting brings the
223 proposed Fiscal Year 2024 assessment increase down to an increase of \$114.

224 Mr. Tarr and Mr. Henry stated they will not attend the August meeting. Ms. Gartland
225 stated it will be difficult for her to attend the August meeting. Mr. Greenberg stated the CDD
226 will pay Ms. Gartland’s travel expenses if necessary to meet quorum requirements.

227

On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, Resolution 2023-05, Approving Proposed Budgets for Fiscal Year 2023/2024, as approved later in the meeting, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 16, 2023 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

235

236

237 Mr. Greenberg suggested adding line items for items lumped together, such as cane
238 toads. Mr. Adams stated they can be added as a separate account and noted it is currently

239 described in the textual description portion of the budget. Mr. Tarr suggested breaking it down
240 as “Lake maintenance” and “Other contractual services” line items. Mr. Henry, Ms. Gartland
241 and Mr. Greenberg concurred.

242 Mr. Henry asked if anything was budgeted for non-CDD pipe cleanout. Mr. Greenberg
243 thinks the CDD will bill it back so it is not a CDD budget item but it will require a contractual
244 agreement. Mr. Tarr recalled issues in Medici and expressed concern about whether staff can
245 manage the issues. Mr. Greenberg stated the CDD will receive a report from MRI and the
246 report will be sent to each neighborhood advising that cleanup is their responsibility and that
247 they can do it themselves or the CDD will manage the cleanup and bill for it. It is an operational
248 matter not a budget item. He will draft a letter to each neighborhood explaining that, if they
249 want the CDD to take on the project, District Counsel will draft an Agreement and Mrs. Adams
250 will arrange for contractors to perform the work. The communities will be billed.

251 Mr. Tarr noted that the expense was considerable. The consensus was for each
252 community to be billed directly as this is not a CDD expense.

253 Mr. Tarr noted that the Collier County Property Appraiser and Tax Collector charge a 4%
254 fee, whereas the Lee County Property Appraiser only charges \$250 per parcel.

255 Mr. Adams stated the new total expenditures will be \$1,226,548. Assessments will now
256 be \$1,167.31, an increase of \$114 from Fiscal Year 2023. While the printed version of the
257 proposed Fiscal Year 2024 budget in the agenda shows \$200,000 in Unassigned fund balance,
258 decisions made earlier in the meeting will increase the amount to \$245,667. Mr. Tarr voiced his
259 opinion that is not enough given the possibility of pipe issues. Mr. Greenberg stated the
260 consensus is to increase Unassigned Fund Balance to \$300,000.

261 Mr. Tarr asked how much the Operation & Maintenance (O&M) portion of the
262 assessment will be.

263 Mr. Adams stated the new O&M assessment, with that adjustment, will be \$1,264.98,
264 equating to an assessment increase of approximately \$210 over Fiscal Year 2023.

265 Discussion ensued regarding whether a 10% assessment increase and increasing
266 Unassigned Fund Balance to \$300,000 are justified given the possibility of additional pipe issues
267 as were found in Medici.

268 Mrs. Adams noted that the “Insurance” line item increased to \$13,090.

269

270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309

On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, the Proposed Budget for Fiscal Year 2023/2024, as amended, in conjunction with adopted Resolution 2023-05 and to be included as an Exhibit to Resolution 2023-05, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2023-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date

Mr. Adams presented Resolution 2023-06.

The following change was made to the Fiscal Year 2024 Meeting Schedule:

*Exception: Change "Martin Luther King" to "Juneteenth"

On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, Resolution 2023-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024, as amended, and Providing for an Effective Date, was adopted.

Discussion ensued about whether to meet in June this year. Management will poll the Board. A workshop can be held, if necessary, if a quorum cannot be established for a meeting.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of March 31, 2023

- **2023 Operations Financial Impact Analysis**
- **Breakdown/Summary Report**

Mr. Adams distributed an updated version of the Unaudited Financials.

The financials were accepted.

NINTH ORDER OF BUSINESS

Approval of April 19, 2023 Regular Meeting Minutes

The following change was made:

Line 157: Change "\$169,3480" to "\$169,348"

310 **On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,**
311 **the April 19, 2023 Regular Meeting Minutes, as amended, were approved.**

312
313

314 **TENTH ORDER OF BUSINESS**

Staff Reports

315

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

317 Ms. Willson stated Legislation requiring Supervisors to complete a four-hour Continuing
318 Education Ethics course passed; it has not yet been signed by the Governor but it is anticipated
319 that it will be. The requirement will become effective on January 1, 2024. Course options and
320 further updates will be provided when available.

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

322 There was no report.

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

- 324 • **451 Registered Voters in District as of April 15, 2023**

- 325 • **NEXT MEETING DATE: June 21, 2023 at 9:00 A.M.**

- 326 ○ **QUORUM CHECK**

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

- 328 • **Key Activity Dates Report**

329 Mrs. Adams stated SOLitude will begin limb debris removal next week.

330

331 **ELEVENTH ORDER OF BUSINESS**

Action/Agenda or Completed Items

332

333 Item 23: Mr. Greenberg stated this item is not a CDD issue so it will be deleted.

334 Regarding the fountain ownership, Ms. Willson stated she and Mrs. Adams have been in
335 communication with Mr. Bowden and Mr. George. Several more will be reviewed before the
336 Fountain Maintenance Agreements are completed.

337 Item 29: Regarding financing the boardwalk project and if the CDD can charge fees on
338 acquisition or disposition, Ms. Willson stated it would be very difficult to implement. Mr.
339 Greenberg stated, while it can be done, it is not practical.

340 Items 9, 12, 13, 14, 15, 16, 17, 18, 19, 22, 24, 26 and 30 were completed.

341 Items 20, 23, 27, 28 and 29 will be deleted.

342 Item 21: Mrs. Adams stated SOLitude will remove debris next week. Trees downed by
343 the hurricane will incur additional cost.

344 Item 10: Fire breaks were completed but more work remains.

345

346 **TWELFTH ORDER OF BUSINESS**

Old Business

347

- 348 • **Continued Discussion: Lake Fountains**

349 This item was not addressed.

350

351 **THIRTEENTH ORDER OF BUSINESS**

Supervisors' Requests

352

353 Ms. Gartland asked if the erosion repair at Lake 35 near North Hole 10 green is
 354 completed. Several residents indicated the grading looks like the riprap ends at dirt and
 355 someone told her Mr. Lively indicated additional rock is needed. Mr. Greenberg stated the
 356 repair began at a parallel line to the fairway close to the green. They are talking about
 357 continuing the riprap all the way around to the waste area but the CDD will not install riprap
 358 there. He will inform the Club's General Manager that the CDD's work is complete.

359 Mr. Tarr wants to revise the website's landing page for the CDD's location now that
 360 Veterans Memorial is finished. In his opinion, it should state that Mediterra is between Old 41,
 361 Livingston and Veterans Memorial.

362 Discussion ensued regarding the current verbiage.

363 Mr. Willis stated it currently stated that Mediterra is located south of Bonita Beach Road
 364 between 41 and Livingston Road. Mr. Adams stated he would say situated to the north and
 365 west of the intersection of Veterans Memorial and Livingston Road. Mr. Tarr will email Mr.
 366 Willis exact verbiage for the website.

367

368 **FOURTEENTH ORDER OF BUSINESS**

Public Comments (3 minutes)

369

370 There were no public comments.

371

372 **FIFTEENTH ORDER OF BUSINESS**

Adjournment

373

374

375 **On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the**
 376 **meeting adjourned at 10:55 a.m.**

377
378
379
380
381
382
383

Secretary/Assistant Secretary

Chair/Vice Chair

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

C

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* CANCELED	Regular Meeting	9:00 AM
January 18, 2023	Regular Meeting	9:00 AM
February 14, 2023	Workshop Field Trip to Potential Hiking Path	1:30 PM
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*

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**

MEDITERRA CDD

Key Activity Dates

Updated: June 2023

Highlighted boxes indicate current and upcoming projects within 60 days

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in February. 2 night visits per month (February through November). Program will include 18 visits.	2/23 thru 11/2023
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	4/2023 & 10/2023
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 January 2024.	10/2023 & Agenda item 1/2024
Elide Fire Extinguishing 4" Ball (Standard Bracket) Phase I Project	SOP	N/A	Elide Fire USA Extinguishing Ball and comes with a three year warranty. All Aeration Boxes with this equipment will be reviewed and fire balls replaced every three years. Current Cost \$95.00 each.	2/2023 install 1/2026 expires
Elide Fire Extinguishing 4" Ball (Standard Bracket) Phase II Project	SOP	N/A	As discussed/approved at the April Board meeting, (50) Elide Fire Ball's to be purchased and installed under the 2023/24 Budget: Cost: Supply \$4,750 + Install \$1,070 = \$5,820.00.	Date to be determined
Annual Financial Report April Agenda Item	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 provide in their May agenda package for Board's consideration/approval. 2023 Audit provided in the April agenda.	Due 5/1/2024
Proposed Budget April Agenda Item	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.	6/15/2024
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, 2023	11/30/2023
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.	12/3/2023
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)	4/15/2024

Interconnecting Drain Pipe/Outfall Structures 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%. This is to include annual ROV inspections of all outfall structures.	1/17/2023 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 June 12 & July 14th or August 28th thru September 22nd. Project should take one week to complete.	June & July 2023 or August & September 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.	6/1/2023
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 7, 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.	6/30/2027
Preserve Fire Reduction Program - Three Year Rotation Program	SOP	N/A	As approved at the June 16, 2021 meeting; project commenced on January 3, 2022 and will continue every three years. Castellano Way Area RMZ-11 of \$14,200.00 to be added to the 3 year rotation project and added to the Fiscal Year 2023/24 Budget	1/1/2025
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
STORMWATER PONDS AND APPROXIMATE LOCATION
Last Updated 9.15.2022**

L-1	Monterosso & Villorosi	L-39	Teramo & Positano
L-2	Main Entrance Southside	L-40	Golf Course & Trebbio
L-3	Main Entrance Northside	L-41	Verona
L-4	Golf Course & Savona	L-42	Verona
L-5	Golf Course & Savona	L-43	Golf Course & Verona
L-6	Villorosi	L-44	Verona & Cortile
L-7	Golf Maintenance	L-45N	Cortile
L-8	Golf Course & Milan	L-45S	Cortile
L-9	Golf Course & Trebbio	L-46	Positano
L-10	Golf Course & Trebbio	L-47	Golf Course & Positano
L-11	Benvenuto	L-48	Brendisi
L-11B	Club House	L-49N	Golf Course & Treviso
L-12	Club House	L-49S	Golf Course & Treviso
L-12B	Club House	L-50	Serata, Calabria, and Villalago
L-13	Club House	L-52	Terrazza & Serata
L-14	Golf Course & Cortile	L-53	Amarone & Terrazza
L-15	Golf Course & Cortile	L-54	Golf Course Maintenance
L-16	Milan	L-55	Golf Course Maintenance
L-17	Golf Course & Corsini	L-56	Golf Course & Milan
L-18	Golf Course & Verona	L-57	Padova
L-19	Golf Course & Verona	L-58	Porta Vecchio
L-20	Bello Lago	L-59N	Cortile & Golf Course
L-21	Bello Lago	L-59S	Cortile & Golf Course
L-22	Medici	L-60	Golf Course & Milan
L-23	Golf Course & Corsini	L-61	Golf Course & Trebbio
L-24	Padova	L-62	Treviso
L-25	Padova	L-63	Amarone
L-26	Golf Course & Padova	L-64	Amarone
L-27 & 28	Golf Course & Ravello	L-65	Terrazza
L-29	Golf Course & Bellezza	L-66S	Celebrita & Felicita
L-30	Bellezza & Ravello	L-67	Cellini & Buonasera
L-31	Bellezza	L-68	Lucarno & Felicita
L-32	Porta Vecchio & Bellezza	L-69	Lucarno II, Cellini, and Cabreo
L-33	Porta Vecchio	L-70	Lucarno
L-34	Golf Course & Porta Vecchio	L-71	Lucarno II
L-35	Marcello & Golf Course	L-72	Lucarno II
L-36	Marcello	L-73	Lucarno II & Cabreo
L-37	Marcello	L-74	Lucarno II
L-38	Golf Course & Teramo	L-75	Caminetto
		L-76	Caminetto

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	Remove "Completed" items 6 months or older from Action List & move to Archive List.	Admin Staff	X		
2	01.16.19	ACTION	Take annual sediment samples only at outfall lakes w/ muck & Lake 35 at same time & reduce water quality samples to once in July except Lake 55 adding Sept., only if issues. Staff: Provide year-over-year nitrogen & phosphorous tables. 01.18.23 Per Mr. Tilton: Being completed February to May.	Mr. Tilton	X		
3	03.03.21	ACTION	Board: Include Mrs. Adams/Mr. Willis/Mr. Greenberg in email requests to Mgt. Mrs. Adams: Respond to requests indicating person who will give info. Mr. Willis: Track all requests.	Mrs. Adams Mr. Willis	X		
4	03.03.21	ACTION	Email mtg agenda to Chair 3 days before sending to BOS.	Admin Staff	X		
5	03.03.21	ACTION	Review CDD website for accuracy & notify MCA GM of cancelled meetings/date changes to e-blast to residents.	Mr. Willis	X		
6	04.21.21	ACTION	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
7	04.21.21	ACTION	Add cloud link on website & upload record of proceedings. 11.16.22 Check status & provide update at next meeting.	Webmaster	X		
8	01.19.22	ACTION	Work with MCA Manager to ensure Staff has an opportunity to proof communications before they are sent out.	Mr. Adams	X		
9	11.16.22	ACTION	SOLitude: Add implementing fire break around each box & provide photo showing when completed. 01.18.23 Solitude: Give quote to clear foliage around aeration compressor equip.	Mrs. Adams SOLitude	X		
10	11.16.22	ACTION	Include Mr. Greenberg in email chain if fire incident happens so he can alert the Board.	Mr. Bowden	X		
11	03.15.23	ACTION	SOLitude-extra service: Remove trash & vegetation & clean around Lakes 73 & 69 behind Cabero. 04.19.23 Tell SOLitude to remove debris at no charge. 05.17.23: SOLitude coming next week.	Mrs. Adams SOLitude	X		
12	03.15.23	BOTH	Prep License Agmt for Lake 71 fountain, identify if Agmts for decorative fountains in CDD ponds exists, if not, identify ownership and get License Agmt processed. Add under Old Business. 04.19.23 Work with the MCA and HOA determining	Mrs. Adams Ms. Wilson	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
			who owns and maintains the License Agreements and for Ms. Willson to work with either one to get them executed 05.17.23: Ms. Willson and Mrs. Adams are in communication with Mr. Bowden and Mr. George regarding ownership of the fountains. Several more will be reviewed before the Fountain Maintenance Agreements are completed				
13	05.17.23	ACTION	Make Supervisors’ revisions to proposal piece and survey; send final version to Mr. Greenberg by May 26, 2023.	Ms. Babair	X		
14	05.17.23	ACTION	Three email communications to be sent to residents, beginning with a handout “teaser” 3 days prior to the survey. Emails sent to the Board for approval prior to sending.	Ms. Babair	X		
15	05.17.23	ACTION	Email Mr. Willis the exact verbiage for the website.	Mr. Tarr	X		
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							

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	05.18.22	BOTH	Response re maintenance for East "Wet Ditch" pending. This will be on the September agenda. 09.07.22 Mrs. Adams to contact the County for an update. 10.19.22 Response from County is pending. 1.18.23: County Road Department is responsible for all drainage ditches.	Mrs. Adams		X	01.18.23
2	11.16.22	BOTH	Present formal fire suppression systems presentation.	Mrs. Adams		X	01.18.23
3	11.16.22	ACTION	Research reason assessment revenue is short is because late payment has not been deposited.	Mr. Adams		X	01.18.23
4	11.16.22	ACTION	To provide language about including 45-day payment terms to Mr. Willis to include in future contracts.	Ms. Willson Mr. Willis		X	01.18.23
5	09.07.22	ACTION	Annual Resident Letter: Paragraph about alligators in lake.	Mr. Adams		X	01.18.23
6	11.16.22	ACTION	Email cause of equipment overheating to the Board.	Mrs. Adams		X	01.18.23
7	11.16.22	ACTION	Send Tarr & Gartland, SOLitude Rpt w/ photo of each cabinet.	Mrs. Adams		X	01.18.23
8	11.16.22	ACTION	Send write up about Mr. Tilton to Mr. Bowden for newsletter.	Willis/Bowden		X	01.18.23
9	11.16.22	ACTION	Tell Club CDD will remove 2 dead conservation area trees.	Mr. Greenberg		X	01.18.23
10	11.16.22	ACTION	Ask London Bay to remove construction debris at Lakes 71 & 72, on the side of control structure 258 and 257.	Mrs. Adams		X	01.18.23
11	11.16.22	ACTION	Give # to the Florida Fish and Wildlife to Ms. Gartland.	Mr. Willis		X	01.18.23
12	11.16.22	ACTION	Provide language about alligators in the stormwater ponds to Mr. Greenberg to include in the annual newsletter.	Ms. Willson		X	01.18.23
13	04.20.22	BOTH	Keep Activities List reminder: Confirm County road work completed & install riser at outfall structure COCO 1. 05.18.22 MRI: Inspect & submit riser proposal. 10.19.22 MRI waiting on correct riser from manufacturer. 01.18.23 : Riser replaced by County but grate missing. Mrs. Adams: Advise when grate will be installed. Landscape restoration might be necessary.	Mrs. Adams		X	02.15.23
14	04.20.22	ACTION	Try convincing SFWMD that walking trail in conservation area is a permitted use in original plan but CDD is just doing it now. 05.18.22 Research records/determine if walking trail was in original plan. 01.18.23 Research found no plan or text that shows any passive recreation in conservation areas.	Mr. Tilton		X	02.15.23

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	05.18.22	BOTH	Walking Trail: Proceed w/ design plan to present at Aug meeting. 09.07.22 Some tasks partially completed. Present revised trail at next meeting. 10.19.22. Present Preliminary Walking Trail Plan, Schedule and Budget at January mtg.	Mr. Tilton		X	02.15.23
16	11.16.22	ACTION	Contact fire agencies to find out sufficient fire break around each box. 01.18.23 Mr. Tilton: Forestry Service suggests 30'.	Mr. Tilton		X	02.15.23
17	11.16.22	BOTH	Perform assessment. Discuss fire prevention plan, whether to do 1/3 at a time & and when to schedule next one. Per Mr. Tilton, Biologist scheduled to do this before Feb 2023 meeting. 02.15.23: Board decided to schedule once every 3 and budget 1/3 every year. Will review again next year.	Mr. Tilton		X	02.15.23
18	1.18.23	ACTION	Cut canna lilies back in areas identified due to cold damage. 02.15.23: Not needed.	Mr. Willis		X	02.15.23
19	1.18.23	ACTION	Have Solitude to identify & cut spike rush to 15' off lake bank.	Mr. Willis		X	02.15.23
20	11.16.22	ACTION	Invite Biologist to next meeting.	Mr. Tilton		X	02.15.23
21	11.16.22	ACTION	Email all publicly available information about the Imperial Basin Study to BOS. Sent to Mr. Adams after Jan 2023 mtg.	Mr. Tilton		X	02.15.23
22	1.18.23	BOTH	Email Nature Trail Powerpoint to BOS. BOS to advise of availability for a Workshop.	Mr. Tilton		X	02.15.23
23	02.15.23	ACTION	Email all Supervisors about how to access their CDD email.	CDD Staff		X	03.15.23
24	02.15.23	BOTH	Provide the square footage to be cleared on Castellano Way and in all other areas by location.	Mr. Tilton		X	03.15.23
25	11.16.22	ACTION	Order & install Fire Extinguishing Balls. Add cost to schedule & add to Key Activity Dates for budgeting.	Mrs. Adams SOLitude		X	03.15.23
26	1.18.23	ACTION	Updated GIS maps to be distributed to Board upon receipt.	Mrs. Adams		X	03.15.23
27	02.15.23	ACTION	Request room from 9am until noon for 3/15/23 meeting.	Mrs. Adams		X	03.15.23
28	02.15.23	ACTION	Check records for Assignment Agrmt for a fountain in Lake 71.	Mrs. Adams		X	03.15.23
29	02.15.23	ACTION	"Key Activities" Highlight events w/in 60 days of completion.	Mrs. Adams		X	03.15.23
30	03.15.23	ACTION	Obtain proposals from past Marketing Consultants.	Tilton/Adams Mr. Greenberg		X	04.19.23

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
31	04.20.22	BOTH	Have MRI revise/update Inspection Rpts to include ROV of outfall structures. 05.18.22 Done but keep as action item.	Mrs. Adams		X	05.17.23
32	1.18.23	ACTION	Install GFCI Breakers on aeration boxes. Solitude quote approved and waiting for schedule to complete. In progress.	Mrs. Adams		X	05.17.23
33	1.18.23	ACTION	Remove "2017 Note" & footnote Unaudited Financials.	Mr. Adams		X	05.17.23
34	01.18.23	BOTH	Change "Future aeration replacement" on p.2 of Unaudited Financials to "Aeration systems repair and replacement" 2.15.23 : Budget amendment required- on April Agenda.	Mr. Adams		X	05.17.23
34	01.18.23	BOTH	Remind Auditors of April audit deadline. Audit to be an April agenda item. 04.19.23 The Final Report will be updated and emailed to the Board, unless there are material changes.	CDD Staff		X	05.17.23
36	01.18.23	BOTH	Include draft Fiscal Year 2024 Budget as April agenda item. 04.19.23 Add new budget line items and update existing budget lines items to the proposed budget as discussed and present Resolution 2023-05 to set the Public Hearing at the next meeting.	CDD Staff		X	05.17.23
37	02.15.23	BOTH	Request bids to clear Castellano Way from Cintron, EarthBalance and Premier pertaining to fire reduction.	Mr. Tilton		X	05.17.23
38	02.15.23	BOTH	Provide proposal for Nature Trail and Board Walk renderings. 03.15.23/04.19.23 Update renderings and slide, costs and for trail, provide proposal for IPE wood decking and cost recovery for this and other types of materials.	Mr. Tilton		X	05.17.23
39	02.15.23	ACTION	Define "pole saw" clearing height for clearing 30' around GFCI breaker boxes in conservation area.	Mr. Tilton		X	05.17.23
40	02.15.23	ACTION	Walking trail in conservation area: Research found no plan or text that shows any passive recreation in the conservation areas. Reattempt when application is completed.	Mr. Tilton		DELETE	05.17.23
41	03.15.23	BOTH	Email Mr. Radford map to provide proposal to clean 50% blocked pipe & update change order to Mrs. Adams & proposals to inspect all non-CDD structures except for Medici.	MRI Mr. Tarr		X	05.17.23

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

12

**LICENSE AGREEMENT BY AND BETWEEN THE MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT AND MEDITERRA COMMUNITY ASSOCIATION, INC.
REGARDING THE OPERATION AND MAINTENANCE OF LAKE FOUNTAINS**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into this _____ day of _____ 2023, 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 County and Lee County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “Licensor” or “District”), and

Mediterra Community Association, Inc., a Florida not-for-profit corporation, with an address of 15735 Corso Mediterra Circle, Naples, Florida 34110 (the “Licensee”).

RECITALS

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

WHEREAS, the District owns, operates, and maintains certain facilities and real property (“District Property”), which facilities and real property are within the boundaries of the District; and

WHEREAS, the Licensee owns and operates several lake fountains (“Fountains”) on certain District Property, as more specifically identified in **Exhibit A**; and

WHEREAS, for the benefit of the community, the District is willing to allow the Licensee to supply, operate and maintain the Fountains at no cost to the District and pursuant to the terms set forth in this License Agreement; and

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

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this License Agreement.

2. GRANT OF INSTALLATION AND MAINTENANCE LICENSE. The District hereby grants to the Licensee a non-exclusive license (“License”) to access, operate and maintain the Fountains on certain District Property as further identified in **Exhibit A**.

3. CONDITIONS ON THE LICENSE. The License granted herein is subject to the following terms and conditions:

A. The District hereby grants the Licensee officers, employees, contractors and affiliates the limited right to access the Property for the purposes described in this License Agreement.

B. Licensee shall contractually require its contractors to use all due care to protect the property of the District, its residents and landowners from damage by the Licensee’s contractors. The Licensee shall contractually require its contractors to repair any damage resulting from the activities and work of the Licensee’s contractors. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Licensee or its officers, employees, contractors and affiliates.

C. Licensee shall exercise its best efforts to maintain the Fountains in a good condition and free from visual deterioration.

D. Licensee shall be solely responsible for any and all costs or fees associated with the installation, maintenance, repair, and replacement of the Fountains.

4. EFFECTIVE DATE; TERM. This License Agreement shall become effective on the date first written above and shall continue in full force and effect until revoked or terminated pursuant to the terms of this License Agreement.

5. REVOCATION, SUSPENSION AND TERMINATION. The District and the Licensee acknowledge and agree that the License granted herein is a mere privilege and may be suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which notice shall be effective immediately upon receipt by Licensee. Both the District and Licensee may terminate this License Agreement upon thirty (30) days’ written notice. The provisions of Sections 7 and 8, below, shall survive any revocation, suspension or termination of this License Agreement.

6. COMPENSATION. The Licensee shall provide the Fountains at no cost to the District. The Licensee shall not be entitled, for any reason, to reimbursement or refund of any funds expended in the performance of its obligations under this License Agreement

7. COMPLIANCE WITH LAWS, RULES AND POLICIES. Licensee shall comply at all times with relevant statutes and regulations governing the installation and maintenance of the Fountains and shall, upon request of the District, provide proof of such compliance.

8. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its patrons and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's activities under this License Agreement, including any damage caused by its authorized representatives or contractors. Licensee shall repair any damage resulting from its operations under this License Agreement within a reasonable time and shall use its best efforts to make such repairs within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District. The provisions of this Section 8 shall survive termination of this License Agreement.

9. INDEMNIFICATION.

A. Obligations under this Section 9 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, and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. To the fullest extent permitted by law, the Licensee agrees to defend, indemnify, save and hold the District and its supervisors, officers, staff, employees, representatives, and agents ("District Indemnitees") harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee, its members, managers, agents, subcontractors or assigns in connection with the purposes of this License Agreement. Furthermore, the Licensee will contractually require its contractors to defend, indemnify, save and hold the District Indemnitees harmless from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations arising from the acts or omissions of the Licensee's contractors, subcontractors or assigns in connection with the purposes of this License Agreement.

C. For purposes of this Section 9, "acts or omissions" on the part of the Licensee, and its members, managers, agents, assigns, contractors or subcontractors, includes, but is not limited to:

i. Provision of the work in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency having jurisdiction, unless such permit, license, certification, consent, or other approval is first obtained;

ii. Any claims resulting from personal injury and property damage.

D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be

entitled, whether pursuant to some other provision of this License Agreement, at law, or in equity. The provisions of this Section 9 shall survive the termination or expiration of this License Agreement. Licensee further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

10. INSURANCE.

A. Licensee Insurance Requirement. The Licensee shall, at its own expense, maintain insurance during the term of this License Agreement, with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000. The District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. The Licensee 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 coverages, 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, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. The Licensee's insurance shall remain in place throughout the term of this License Agreement.

B. Licensee's Contractor Insurance Requirement. Licensee shall require all contractors doing work within the District Property to maintain insurance applicable to the work being done within the District Property for the duration of the work with limits of liability not less than the following General Liability Bodily Injury (including contractual) \$1,000,000/\$2,000,000 and General Liability Property Damage (including contractual) \$1,000,000/\$2,000,000 and name the District and its supervisors, officers, staff, employees, representatives and agents shall be named as an additional insured. Such contractor's insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. Licensee shall furnish District certificates evidencing coverage in advance of any contractor commencing any work within the District Property. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District.

11. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this License 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 License 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.

12. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this License Agreement by court proceedings or otherwise, then if successful, the District shall

be entitled to recover from the Licensee all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs.

13. DEFAULT. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this License Agreement.

15. AMENDMENT. Amendments to and waivers of the provisions contained in this License Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

16. ASSIGNMENT. Neither the District nor the Licensee may assign its rights, duties or obligations under this License Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

17. INDEPENDENT CONTRACTOR. In all matters relating to this License Agreement, Licensee shall act as an independent contractor. Neither Licensee nor any individual employed by Licensee in connection with the activities contemplated by this License Agreement, is an employee of the District under the meaning or application of any federal or state laws. Licensee agrees to assume all liabilities and obligations imposed by one or more of such laws with respect to its employees. Licensee shall have no authority to assume or create any obligation, express or implied, on behalf of the District and Licensee shall have no authority to represent the District as agent, employee or in any other capacity.

18. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First-Class Mail, postage prepaid, to the parties as follows:

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

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to the Licensee: Mediterra Community Association, Inc.
15735 Corso Mediterra Circle

Naples, Florida 34110

Attn: _____

Except as otherwise provided in this License 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 License 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 Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other 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 herein.

19. INTERFERENCE BY THIRD PARTY. The District shall be solely responsible for enforcing its rights under this License Agreement against any interfering party. Nothing contained herein shall limit or impair the District's right to protect its rights from interference by a third party to this License Agreement.

20. COMPLIANCE WITH PUBLIC RECORDS LAWS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, Florida Statutes. Licensee 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, Licensee 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 Licensee 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 Licensee'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 Licensee, Licensee 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 LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

LICENSEE'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.

21. CONTROLLING LAW AND VENUE. This License Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Collier County, Florida.

22. ARM'S LENGTH NEGOTIATION. This License Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this License Agreement and received, or had the opportunity to receive, the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this License Agreement, the parties are deemed to have drafted, chosen and selected the language and any doubtful language will not be interpreted or construed against any party.

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

24. AUTHORIZATION. The execution of this License Agreement has been duly authorized by the appropriate body or official of each of the parties hereto, each of the parties has complied with all the requirements of law and each of the parties has full power and authority to comply with the terms and conditions of this License Agreement.

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

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this License Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this License Agreement.

27. COUNTERPARTS. This License 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties execute this License Agreement the day and year first written above.

Attest:

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness

**MEDITERRA COMMUNITY
ASSOCIATION, INC.**

Signature

By: _____
Its: _____

Print Name of Witness

Exhibit A: Property Description

Exhibit A
Property Description

Lake Fountains located on Tract Numbers L-66, L-67, L-68, L-69, L-70, L-71, L-72, L-73, L-75 and L-76, Mediterra Phase Three East, Unit One, according to the plat thereof as recorded in Plat Book 40, Pages 59 through 68, inclusive, Public Records of Collier County, Florida.

Lake Fountain located on Tract Number L-74A, Mediterra Phase Three East, Unit Three, according to the plat thereof as recorded in Plat Book 47, Pages 50 through 51, inclusive, Public Records of Collier County, Florida.