

# **MEDITERRA**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**August 21, 2024**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
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**

August 14, 2024

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 Public Hearing and Regular Meeting on August 21, 2024 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 per speaker*)
3. Chairman's Comments
4. Update: Aquatics Report - *June 2024*
5. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
6. Consideration of Resolution 2024-07, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Bid Analysis and Recommendation for Right-of-Way Fuel Load Reduction Services
8. Presentation of 2024 Annual Lake Audit

9. Discussion: Removal of Vegetation Debris
10. Discussion/Consideration: M.R.I. Inspection LLC Proposal Estimate #4931 [Dredge Out Storm Inlet]
11. Discussion/Consideration: Pesky Varmints, LLC Estimate #1992 [Iguana Removal]
12. Update: 2023 Annual Sediment Sampling & Water Quality Testing Summary Report
13. Goals and Objectives Reporting [HB7013 -Special Districts Performance Measures and Standards Reporting]
14. Acceptance of Unaudited Financial Statements as of June 30, 2024
15. Approval of June 20, 2024 Regular Meeting Minutes
16. Staff Reports

A. District Counsel: *Kutak Rock LLP*

- Continued Discussion: Insurance Policy

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

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

- 2024 Operations Financial Impact Analysis
- Breakdown/Summary Report
- Registered Voters in District as of April 15, 2024
  - Collier: 833
  - Lee: 446
- NEXT MEETING DATE: October 16, 2024 at 9:00 AM

○ 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



17. Action/Agenda or Completed Items
18. Old Business
19. Supervisors' Requests
20. Public Comments *(3 minutes per speaker)*
21. 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 BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:**

**CALL-IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 229 774 8903**

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

## **AFFIDAVIT OF PUBLICATION**

MEDITERRA NORTH CDD  
Accts Payable  
Mediterra North Cdd  
2300 GLADES RD STE 410W  
BOCA RATON FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

08/01/2024, 08/08/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me by the legal clerk, who is personally known to me, on 08/08/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$452.00

Tax Amount: \$0.00

Payment Cost: \$452.00

Order No: 10424083

Customer No: 1124419

PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING  
TO CONSIDER THE ADOPTION  
OF THE FISCAL YEAR 2024/2025  
BUDGET(S); AND NOTICE OF  
REGULAR BOARD OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Mediterra Community Development District ("District") will hold a public hearing on August 21, 2024 at 9:00 a.m., at The Sports Club at Mediterra (Bella Vita I Room), 15735 Corso Mediterra Circle, Naples, Florida 34110 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010 ("District Manager's Office"), during normal business hours, or on the District's website at <https://mediterracdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager  
8/1, 8/8/2024

NICOLE JACOBS  
Notary Public  
State of Wisconsin



Florida  
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

## **AFFIDAVIT OF PUBLICATION**

Mediterra Comm Dev District  
Not specified  
2300 Glades Rd Ste 410 W  
Boca Raton FL 33431

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Naples Daily News, a newspaper published in Collier County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Collier and Lee Counties, Florida, or in a newspaper by print in the issues of, on:

08/01/2024, 08/08/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/08/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$524.00

Tax Amount: \$0.00

Payment Cost: \$524.00

Order No: 10424084

Customer No: 1125647

PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

MEDITERRA COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING  
TO CONSIDER THE ADOPTION  
OF THE FISCAL YEAR 2024/2025  
BUDGET(S); AND NOTICE OF  
REGULAR BOARD OF SUPERVI-  
SORS' MEETING.

The Board of Supervisors ("Board") of the Mediterra Community Development District ("District") will hold a public hearing on August 21, 2024 at 9:00 a.m., at The Sports Club at Mediterra (Bella Vita I Room), 15735 Corso Mediterra Circle, Naples, Florida 34110 for the purpose of hearing comments and objections on the adoption of the proposed budgets ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561)571-0010 ("District Manager's Office"), during normal business hours, or on the District's website at <https://mediterracdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be confined to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this public hearing or meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager  
8/1, 8/8/2024

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

**RESOLUTION 2024-06**  
**[FY 2025 APPROPRIATION RESOLUTION]**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Mediterra Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BUDGET**

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Mediterra Community Development District for the Fiscal Year Ending September 30, 2025."
- c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District's website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 21<sup>ST</sup> DAY OF AUGUST, 2024.**

ATTEST:

**MEDITERRA COMMUNITY DEVELOPMENT  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

**Exhibit A:**     FY 2025 Budget



**Exhibit A**

FY 2025 Budget

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025  
PROPOSED BUDGET**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
TABLE OF CONTENTS**

<b>Description</b>	<b>Page Number(s)</b>
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 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Estimated through 9/30/2024	Total Actual & Projected	Budget FY 2025
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 1,408,613				\$1,408,613
Allowable discounts (4%)	(56,345)				(56,345)
Assessment levy: on-roll - net	1,352,268	\$ 1,320,739	\$ 31,529	\$ 1,352,268	1,352,268
Interest and miscellaneous	-	9,256	10,000	19,256	30,000
Total revenues	1,352,268	1,329,995	41,529	1,371,524	1,382,268
<b>EXPENDITURES</b>					
<b>Professional &amp; admin</b>					
Supervisors	9,900	4,952	4,948	9,900	9,900
Management	49,973	24,986	24,987	49,973	49,973
Accounting	16,700	8,350	8,350	16,700	16,700
Audit	15,000	-	15,000	15,000	15,000
Legal	10,000	5,845	6,000	11,845	15,000
Field management	15,300	7,650	7,650	15,300	15,300
Engineering	50,000	15,172	20,000	35,172	50,000
Engineering- nature trail	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	1,500	1,000	500	1,500	1,500
Insurance	13,090	12,376	714	13,090	13,600
Legal advertising	4,000	1,160	1,500	2,660	3,000
Contingencies	2,500	1,735	1,500	3,235	3,000
Annual district filing fee	175	175	-	175	175
Website	705	-	705	705	705
ADA website compliance	210	210	-	210	210
Total professional & admin	309,553	88,111	107,854	195,965	214,563

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND 001 BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 3/31/2024	Estimated through 9/30/2024	Total Actual & Projected	Budget FY 2025
<b>Water management</b>					
Lake maintenance contract	220,000	210,941	192,000	402,941	350,000
Contractual services	42,500	9,390	25,000	34,390	37,900
Aquascaping/aesthetic enhance/pipe cleanout	100,000	5,500	94,500	100,000	100,000
Fuel load reduction right of ways	129,000	-	129,000	129,000	-
Fuel load reduction conservation areas					350,000
Lake bank-erosion repairs	75,000	16,899	58,101	75,000	100,000
Electricity	35,000	12,354	15,000	27,354	30,000
Capital outlay: nature-trail	100,000	900	-	900	-
Aeration repairs and replacement	25,760	34,220	12,000	46,220	44,730
Total water management	<u>727,260</u>	<u>290,204</u>	<u>525,601</u>	<u>815,805</u>	<u>1,012,630</u>
<b>Other fees and charges</b>					
Property appraiser & tax collector	35,456	22,117	13,339	35,456	35,456
Total other fees and charges	<u>35,456</u>	<u>22,117</u>	<u>13,339</u>	<u>35,456</u>	<u>35,456</u>
<b>TOTAL EXPENDITURES AND OTHER USES</b>	<u><b>1,072,269</b></u>	<u><b>400,432</b></u>	<u><b>646,794</b></u>	<u><b>1,047,226</b></u>	<u><b>1,262,649</b></u>
Excess/(deficiency) of revenues over/(under) expenditures	279,999	929,563	(605,265)	324,298	119,619
Fund balance - beginning (unaudited)	<u>792,304</u>	<u>870,158</u>	<u>1,799,721</u>	<u>870,158</u>	<u>1,194,456</u>
Fund balance - ending (projected)					
Committed					
Assigned					
3 months working capital	268,067	268,067	268,067	268,067	315,662
Future fire mitigation clean-up	160,000	160,000	80,000	80,000	-
Future aeration cabinet replacement (2yrs)	-	-	-	-	35,000
Unassigned	644,236	1,371,654	846,389	846,389	963,413
Fund balance - ending (projected)	<u>\$ 1,072,303</u>	<u>\$ 1,799,721</u>	<u>\$ 1,194,456</u>	<u>\$ 1,194,456</u>	<u>\$ 1,314,075</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
<b>Wrathell, Hunt and Associates, LLC</b> , 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 <b>Wrathell, Hunt and Associates, LLC</b> , 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	15,000
Fees for on-going general counsel and legal representation on behalf of the District.	
Field management	15,300
<b>Wrathell, Hunt &amp; Associates, LLC</b> , 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.	
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		13,600
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		3,000
Required advertisements for monthly meetings, special meetings, public hearings, bidding, etc.		
Contingencies		3,000
Bank charges, automated AP routing and miscellaneous expenses incurred throughout the year.		
Annual district filing fee		175
Annual fee paid to the Department of Economic Opportunity.		
Website		705
ADA website compliance		210
Lake maintenance contract		350,000
Contract for the maintenance of the storm water ponds and Conservation Area maintenance		
Other contractual services		37,900
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.		
	Cane toad removal	20,000
	Lake 52 bacteria	5,700
	Water quality testing	12,200
		<u>37,900</u>
Aquascaping/aesthetic enhance/pipe cleanout		100,000
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 2025.		
Fuel load reduction conservation areas		350,000
This effort is a continuation of the program initiated by the District in 2017 which includes the vegetation and debris clean up of the District's Conservation Area perimeters that are adjacent to residences. The District is budgeting 1/3rd of the expected expense		
Lake bank-erosion repairs		100,000
In fiscal year 2025, the District plans on continuing its lake bank erosion repair and mitigation efforts on eroded shorelines.		
Electricity		30,000
Electrical expenses incurred relating to water management of the District.		
Aeration repairs and replacement		44,730
Intended to cover routine repairs and maintenance as well as eventual replacement.		
Property appraiser & tax collector		35,456
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.		
Total expenditures		<u><u>\$ 1,262,649</u></u>

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND 204 BUDGET - SERIES 2013 BONDS  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Estimated through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 328,913				\$ 328,913
Allowable discounts (4%)	(13,157)				(13,157)
Assessment levy: on-roll - net	315,756	\$ 309,010	\$ 6,746	\$ 315,756	315,756
Interest	-	9,194	-	9,194	-
Total revenues	315,756	318,204	6,746	324,950	315,756
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	180,000	-	180,000	180,000	185,000
Interest	125,425	62,713	62,712	125,425	118,000
Total debt service	305,425	62,713	242,712	305,425	303,000
<b>Other fees &amp; charges</b>					
Property appraiser & tax collector	11,512	7,426	4,086	11,512	11,512
Total other fees & charges	11,512	7,426	4,086	11,512	11,512
Total expenditures	316,937	70,139	246,798	316,937	314,512
Excess/(deficiency) of revenues over/(under) expenditures	(1,181)	248,065	(240,052)	8,013	1,244
Fund balance:					
Beginning fund balance (unaudited)	283,219	302,735	550,800	302,735	310,748
Ending fund balance (projected)	<u>\$282,038</u>	<u>\$550,800</u>	<u>\$ 310,748</u>	<u>\$ 310,748</u>	<u>311,992</u>
Use of fund balance					
Debt service reserve account balance (required)					(75,000)
Interest expense - November 1, 2025					(54,375)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 182,617</u>



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

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
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
<b>Total</b>	<b>\$2,360,000.00</b>		<b>\$695,000.00</b>	<b>\$3,055,000.00</b>

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2022  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 3/31/2024	Estimated through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 862,455				\$ 862,455
Allowable Discounts (4%)	(34,498)				(34,498)
Assessment levy: on-roll - net	827,957	\$ 814,202	\$ 13,755	\$ 827,957	827,957
Interest	-	11,086	-	11,086	-
Total Revenues	827,957	825,288	13,755	839,043	827,957
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	693,000	-	693,000	693,000	708,000
Interest	124,773	62,386	62,387	124,773	110,289
Total debt service	817,773	62,386	755,387	817,773	818,289
<b>Other fees &amp; charges</b>					
Property appraiser & tax collector	17,146	11,032	6,114	17,146	17,156
Total other fees & charges	17,146	11,032	6,114	17,146	17,156
Total expenditures	834,919	73,418	761,501	834,919	835,445
Excess/(deficiency) of revenues over/(under) expenditures	(6,962)	751,870	(747,746)	4,124	(7,488)
Fund balance:					
Net increase/(decrease) in fund balance	(6,962)	751,870	(747,746)	4,124	(7,488)
Beginning fund balance (unaudited)	176,755	205,207	957,077	205,207	209,331
Ending fund balance (projected)	\$ 169,793	\$ 957,077	\$ 209,331	\$ 209,331	201,843
Use of fund balance					
Debt service reserve account balance (required)					-
Interest expense - November 1, 2025					(47,746)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 154,097

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

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
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
<b>Total</b>	<b>\$5,277,000.00</b>		<b>\$450,332.30</b>	<b>\$5,727,332.30</b>

**Mediterra  
Community Development District  
FY 2024-2025 Proposed Assessments**

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

**Lee County  
6 years remaining**

<b>Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2024-2025 tax payment</b>
Amarone	124	Estate 1	\$ 2,247.85	\$ 1,286.96	\$ 3,534.80	\$ 11,136.78
Brendisi	119	Coach 1	651.78	1,286.96	1,938.73	3,229.17
Calabria	122B	Coach 1	651.78	1,286.96	1,938.73	3,229.17
Cortile (lots 1-5, 37-48)	118	Villa 1	1,092.70	1,286.96	2,379.65	5,413.68
Il Cuore Ct	115A	Manor A	3,315.45	1,286.96	4,602.40	16,426.12
Marcello	114	Estate 1	2,247.85	1,286.96	3,534.80	11,136.78
Marcello	114	Estate 1A	2,862.23	1,286.96	4,149.18	14,180.69
Porta Vecchio	113	Coach	624.40	1,286.96	1,911.36	3,093.55
Positano	116	Villa 1	1,092.70	1,286.96	2,379.65	5,413.68
Serata	122A	Villa 2	874.16	1,286.96	2,161.11	4,330.94
Serata II	122A	Villa 2A	1,466.46	1,286.96	2,753.41	7,265.45
Teramo	115	Manor 2	2,310.29	1,286.96	3,597.25	11,446.14
Terrazza	123	Villa 2	874.16	1,286.96	2,161.11	4,330.94
Treviso (Lots 2 - 10)	120	Manor 1	2,247.85	1,286.96	3,534.80	11,136.78
Verona (Lots 1-5,31-34)	117	Manor 3	2,372.74	1,286.96	3,659.70	11,755.55
Villalago	121	Villa 2	874.16	1,286.96	2,161.11	4,330.94

Fiscal year 2023-2024 Assessments:	Manor 1	\$ 2,247.85	\$ 1,286.96	\$ 3,534.81	\$ 14,157.89
	Manor 2	2,310.29	1,286.96	3,597.25	14,551.18
	Manor 3	2,372.74	1,286.96	3,659.70	14,944.52
	Manor A	3,315.45	1,286.96	4,602.41	20,882.10
	Estate 1	2,247.85	1,286.96	3,534.81	14,157.89
	Estate 1A	2,862.23	1,286.96	4,149.19	18,027.54
	Villa 1	1,092.70	1,286.96	2,379.66	6,882.27
	Villa 2	874.16	1,286.96	2,161.12	5,505.81
	Villa 2A	1,466.46	1,286.96	2,753.42	9,236.38
	Coach 1	651.78	1,286.96	1,938.74	4,105.16
	Coach	624.40	1,286.96	1,911.36	3,932.75

**Mediterra  
Community Development District  
FY 2024-2025 Proposed Assessments**

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

**Collier County  
6 years remaining**

<b>Phase I Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2024-2025 tax payment</b>
Benvenuto	100	Manor SF	\$ 1,850.94	\$ 1,286.96	\$ 3,137.89	\$ 9,170.32
IL Corsini	108	Manor SF	1,850.94	1,286.96	3,137.89	9,170.32
IL Trebbio Lots 1-14	101	Estate SF	1,850.94	1,286.96	3,137.89	9,170.32
Savona	102	Estate SF	1,850.94	1,286.96	3,137.89	9,170.32
Medici	107	Villa A	744.83	1,286.96	2,031.79	3,690.23
Milan	105/106	Villa B	744.83	1,286.96	2,031.79	3,690.23
Villoresi	103	Villa C	744.83	1,286.96	2,031.79	3,690.23
Monterosso	104	Coach	553.26	1,286.96	1,840.22	2,741.08
Fiscal year 2023-2024 Assessments:			\$ 1,850.94	\$ 1,286.96	\$ 3,137.90	\$ 11,657.99
			Estate SF	1,850.94	3,137.90	11,657.99
			Villa A,B,C	744.83	2,031.79	4,691.29
			Coach	553.26	1,840.22	3,484.66

**Mediterra  
Community Development District  
FY 2024-2025 Proposed Assessments**

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

**Collier County  
6 years remaining**

<b>Phase II Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2024-2025 tax payment</b>
Bello Lago	109	Manor SF B	\$ 2,183.79	\$ 1,286.96	\$ 3,470.74	\$ 10,819.40
Padova (Lots 28-35)	110	Manor SF C	1,819.82	1,286.96	3,106.78	9,016.18
Ravello	111	Manor SF B	2,183.79	1,286.96	3,470.74	10,819.40
Cortile (lots 6-18,26-36)	118A	Villa A	1,136.16	1,286.96	2,423.12	5,629.02
Cortile (lots 19-25)	118B	Manor SF A	1,941.14	1,286.96	3,228.09	9,617.21
Treviso (Lot 1)	120	Manor SF B	2,183.79	1,286.96	3,470.74	10,819.40
IL Trevvio Lots (15-22)	101A	Estate SF A	1,819.82	1,286.96	3,106.78	9,016.18
Padova Lots 1-27	110	Estate SF A	1,819.82	1,286.96	3,106.78	9,016.18
Verona (lots 6-30)	117	Estate SF B	2,305.11	1,286.96	3,592.07	11,420.51
Bellezza	112	Villa B	849.25	1,286.96	2,136.21	4,207.54
Porta Vecchio (Bldgs 13,14)	113	Coach	606.61	1,286.96	1,893.57	3,005.40
Fiscal year 2023-2024 Assessments:						
		Manor SF A	\$ 1,941.14	\$ 1,286.96	\$ 3,228.10	\$ 12,226.11
		Manor SF B	2,183.79	1,286.96	3,470.75	13,754.42
		Manor SF C	1,819.82	1,286.96	3,106.78	11,462.04
		Estate SF A	1,819.82	1,286.96	3,106.78	12,226.11
		Estate SF B	2,305.11	1,286.96	3,592.07	13,754.42
		Villa A	1,136.16	1,286.96	2,423.12	7,156.02
		Villa B	849.25	1,286.96	2,136.21	5,348.93
		Coach	606.61	1,286.96	1,893.57	3,820.68

**Mediterra  
Community Development District  
FY 2024-2025 Proposed Assessments**

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

**Collier County  
9 years remaining**

<b>Phase III Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2024-2025 tax payment</b>
Lucarno	125	Villa C	\$ 1,376.21	\$ 1,286.96	\$ 2,663.17	\$ 9,100.42
Lucarno	126	Villa C	1,376.21	1,286.96	2,663.17	9,100.42
Felicita	127	SF - 90	2,752.41	1,286.96	4,039.37	18,200.84
Cellini	128	SF - 90	2,752.41	1,286.96	4,039.37	18,200.84
Celebrita	129	SF - 90	2,752.41	1,286.96	4,039.37	18,200.84
Buonasera	130	SF - 90	2,752.41	1,286.96	4,039.37	18,200.84
Cabreo	131	Villa C	1,376.21	1,286.96	2,663.17	9,100.42
Caminetto	121	SF - 90	2,752.41	1,286.96	4,039.37	18,200.84
Fiscal year 2023-2024 Assessments:		SF - 90	\$ 2,752.41	\$ 1,286.96	\$ 4,039.37	\$ 19,748.95
		Villa C	1,376.21	1,286.96	2,663.17	9,874.48

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**6**



**RESOLUTION 2024-07**  
**[FY 2025 ASSESSMENT RESOLUTION]**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR FUNDING FOR THE FY 2025 ADOPTED BUDGET(S); PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Mediterra Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District, located in Collier and Lee Counties, Florida ("**County**"); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 ("**FY 2025**"), the Board of Supervisors ("**Board**") of the District has determined to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**"), attached hereto as **Exhibit A**; and

**WHEREAS**, pursuant to Chapter 190, *Florida Statutes*, the District may fund the Adopted Budget through the levy and imposition of special assessments on benefitted lands within the District and, regardless of the imposition method utilized by the District, under Florida law the District may collect such assessments by direct bill, tax roll, or in accordance with other collection measures provided by law; and

**WHEREAS**, in order to fund the District's Adopted Budget, the District's Board now desires to adopt this Resolution setting forth the means by which the District intends to fund its Adopted Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT:**

1. **FUNDING.** The District's Board hereby authorizes the funding mechanisms for the Adopted Budget as provided further herein and as indicated in the Adopted Budget attached hereto as **Exhibit A** and the assessment roll attached hereto as **Exhibit B ("Assessment Roll")**.

2. **OPERATIONS AND MAINTENANCE ASSESSMENTS.**

- a. **Benefit Findings.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit A** and **Exhibit B** and is hereby found to be fair and reasonable.
  - b. **O&M Assessment Imposition.** Pursuant to Chapter 190, *Florida Statutes*, a special assessment for operations and maintenance ("**O&M Assessment(s)**") is hereby levied and imposed on benefitted lands within the District and in accordance with **Exhibit A** and **Exhibit B**. The lien of the O&M Assessments imposed and levied by this Resolution shall be effective upon passage of this Resolution.
  - c. **Maximum Rate.** Pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the "maximum rate" authorized by law for operation and maintenance assessments.
3. **DEBT SERVICE SPECIAL ASSESSMENTS.** The District's Board hereby certifies for collection the FY 2025 installment of the District's previously levied debt service special assessments ("**Debt Assessments**," and together with the O&M Assessments, the "**Assessments**") in accordance with this Resolution and as further set forth in **Exhibit A** and **Exhibit B**, and hereby directs District staff to affect the collection of the same.
4. **COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.** Pursuant to Chapter 190, *Florida Statutes*, the District is authorized to collect and enforce the Assessments as set forth below.
- a. **Tax Roll Assessments.** To the extent indicated in **Exhibit A** and **Exhibit B**, those certain O&M Assessments (if any) and/or Debt Assessments (if any) imposed on the "**Tax Roll Property**" identified in **Exhibit B** shall be collected by the County Tax Collectors at the same time and in the same manner as County property taxes in accordance with Chapter 197, *Florida Statutes* ("**Uniform Method**"). That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collectors and shall be collected by the County Tax Collectors in the same manner and time as County property taxes. The District's Board finds and determines that such collection method is an efficient method of collection for the Tax Roll Property.
  - b. **Future Collection Methods.** The District's decision to collect Assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in

future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **ASSESSMENT ROLL; AMENDMENTS.** The Assessment Roll, attached hereto as **Exhibit B**, is hereby certified for collection. The Assessment Roll shall be collected pursuant to the collection methods provided above. The proceeds therefrom shall be paid to the District. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 21<sup>st</sup> day of August, 2024.

ATTEST:

**MEDITERRA COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A:** Budget

**Exhibit B:** Assessment Roll

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**7**



August 2, 2024

Mr. Chuck Adams  
Director of Operations  
Mediterra Community Development District  
c/o Wrathell, Hunt & Associates, Inc.  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135

**RE: "Right-of-Way Fuel Reduction Services for Mediterra Community Development District" Bid Analysis and Recommendation**

Dear Mr. Adams:

Bid opening for the above-referenced project was held on Monday, July 29, 2024. One (1) sealed bid response was timely received by the 3:00 p.m. deadline established on the Invitation to Bid and were opened and read aloud. The bid result is listed in the table below. Johnson Engineering, Inc. has performed an evaluation of the bid submitted, with our results contained herein:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1. EarthBalance Corporation	\$205,891.00

Johnson Engineering, Inc. performed a bid analysis which included review for mathematical errors and anomalies. No mathematical errors or anomalies were found. The bid submitted by EarthBalance Corporation incorrectly identified receipt of Addendum No. 1 (dated July 12, 2024) as N/A and omitted the executed Addendum No. 1. An email request was sent by this office on July 29<sup>th</sup>, 2024, requesting the corrected "Affidavit Regarding Proposal" and executed "Addendum Number One" (No. 1). Both documents were received on July 29<sup>th</sup>, 2024. Therefore, all necessary forms have been included and the Proposal has been properly executed.

***Internet Research***

From the Florida Department of State, Division of Corporations website, EarthBalance Corporation is an active corporation (Document Number H84315).

Mr. Chuck Adams  
August 2, 2024  
Page 2

***Recommendation***

EarthBalance Corporation submitted a list of past projects and references which demonstrate that they meet the minimum qualification required for this project. Based upon our analysis, the low bidder, EarthBalance Corporation, is a reasonable and responsive bid. Subject to the contractor furnishing the appropriate bonding and other required insurances, we recommend selection of EarthBalance Corporation, by the Mediterra Community Development District Board of Directors for the intended work contained within the bid documents. Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

JOHNSON ENGINEERING, INC.



Erik Lee Howard, P.E.

License No. 66574

P.O. Box 1550

Fort Myers, Florida, 33902

E.B. # 642 & L.B. # 642

Phone: (239) 461-2441

Enclosure



ORIGINAL

## EARTH BALANCE®

2570 Commerce Parkway  
North Port, FL 34289  
941.426.7878  
WWW.EARTHBALANCE.COM

# Proposal

Right-of-Way Fuel Load Reduction

Mediterra Community Development District  
c/o Johnson Engineering, Inc.  
Attn: Mark Zordan  
2122 Johnson Street  
Fort Myers, Florida 33901

Proposal Due: July 29, 2024 @ 3:00 P.M.

Proposal Respondent:  
EarthBalance®  
2570 Commerce Parkway  
North Port, FL 34289  
941.426.7878

Project Manager:  
James Barron  
jbarron@earthbalance.com

#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida  
COUNTY OF Sarasota

Before me, the undersigned authority, appeared the affiant, Cristine Borowski, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of V.P. of Business Mgmt for EarthBalance Corporation ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Mediterra Community Development District's ("District") request for proposals for right-of-way fuel load reduction services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. N/A dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal



#### IV. AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida  
COUNTY OF Sarasota

Before me, the undersigned authority, appeared the affiant, Cristine Borowski, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of V.P. of Business Mgmt for EarthBalance Corporation ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Mediterra Community Development District's ("District") request for proposals for right-of-way fuel load reduction services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. "1 on July 12th revised" dated July 12, 2024 CB

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal

## ADDENDUM NUMBER ONE (No. 1)

### Right-of-Way Fuel Reduction Services For Mediterra Community Development District

ISSUE DATE: Friday, July 12, 2024

\*This sheet must be included in the bid package scheduled to be delivered by July 29, 2024, at 3:00 p.m. Bidders are also requested to acknowledge receipt hereof by signing where indicated below and sending a copy to Mark Zordan as soon as possible.

The following changes, additions, deletions and/or clarifications are made to the Contract Documents, Plans, and Specifications for the above referenced project:

#### QUESTION(S)

1. Our Team was looking over the bid and we had one question. Is this for only 9.38 Acres and is it for just one event?
  - Yes, this is for a total of 9.38 acres as is identified on the tables in each sheet of Attachment A, in the Project Manual.

ROW Management Zones (RMZ)			
Zone	Uplands	Wetlands	Total
RMZ-1	0.53± Ac	0.44± Ac	0.97± Ac
RMZ-2	0.30± Ac	1.18± Ac	1.48± Ac
RMZ-3	0.42± Ac	-	0.42± Ac
RMZ-4	0.82± Ac	0.12± Ac	0.94± Ac
RMZ-5	1.22± Ac	0.19± Ac	1.42± Ac
RMZ-6	0.76± Ac	0.38± Ac	1.14± Ac
RMZ-7	0.42± Ac	-	0.42± Ac
RMZ-8	0.45± Ac	0.84± Ac	1.29± Ac
RMZ-9	-	1.31± Ac	1.31± Ac
Totals	4.92± Ac	4.46± Ac	9.38± Ac

- Yes, this is for one event

Signed by: Cristine Borowski

Print Name: Cristine Borowski, VP of Business Mgmt

Company Name: EarthBalance Corporation

Date: July 29, 2024

instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 25th day of July, 2024.

Proposer: EarthBalance Corporation

By: Cristine Borowski

Title: Vice President of Business Management

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 25th day of July, 2024, by Cristine Borowski of EarthBalance Corporation, who is ☒ personally known to me or ☐ who has produced as identification, and ☒ did or ☐ did not take the oath.



Lisa Stansbury  
Notary Public, State of Florida  
Print Name: Lisa Stansbury  
Commission No.: HH 239196  
My Commission Expires: 4.18.2026

**PROPOSAL FORM  
FOR  
RIGHT-OF-WAY FUEL LOAD REDUCTION SERVICES**

MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
on or before July 29, 2024 at 3:00 p.m. (ET)

Proposal Summary  
Part I – General Information  
Part II – Personnel and Equipment  
Part III – Experience  
Part IV – Pricing  
Part V – Confirmation Form  
Part VI - Affidavit for Integrity in Public Contracting and Purchasing, E-Verity, and Non-Collusion  
Signature Page

**PROPOSAL FORM  
PROPOSAL SUMMARY SHEET**

I, Cristine Borowski REPRESENTING EarthBalance Corporation  
Company and/or Corporation ("Proposer"), agree to furnish the services required in the  
scope/specifications at the following prices:

**I.**

<u>Restoration</u>	<u>Qty</u>	<u>Unit</u>	<u>Bid Cost</u>
Upland Preserves	4.92	AC	
Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2)	1	LS	\$53,997.00
Other Species and Duff Layer (Section 2.1.3)	1	LS	\$53,997.00
Upland Preserves Subtotal			\$107,994.00
Wetland Preserves	4.46	AC	
Hand Trimming and Hand Removal (Section 2.1, 2.1.1, & 2.1.2)	1	LS	\$48,948.50
Other Species and Duff Layer (Section 2.1.3)	1	LS	\$48,948.50
Wetland Preserves Subtotal			\$97,897.00
TOTAL			\$205,891.00

**II. Proposer Information**

NAME OF PROPOSER: EarthBalance Corporation

ADDRESS: 2570 Commerce Parkway, North Port, FL 34289

PHONE: (941) 426-7878 FAX: (941) 426-8778

SIGNATURE: 

PRINTED NAME: Cristine Borowski

TITLE: Vice President of Business Management

DATE: July 25, 2024

ESTIMATED DURATION OF WORK: 50 Days  
(Not to be greater than 90 days)

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name EarthBalance Corporation

Street Address 2570 Commerce Parkway

P. O. Box (if any) N/A

City North Port State Florida Zip Code 34289

Telephone (941) 426-7878 Fax no. (941) 426-8778

1st Contact Name James Barron Title Project Manager

2nd Contact Name Erik Sandsmark Title V.P of Operations/  
Contract Manager

Parent Company Name (if any) N/A

Street Address N/A

P. O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A

2nd Contact Name N/A Title N/A

• *Company Standing:*

Proposer's Corporate Form: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date November 1985

Is the Proposer in good standing with that State? Yes ☒ No ☐

If no, please explain N/A



Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain NA

- *What are the Proposer's current insurance limits?* Please see attached Informational Certificate of Insurance

General Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000
Workers Compensation	\$ 1,000,000*
Expiration Date	8/23/2024
	*4/1/2025

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Please see attached Certificate of Status

Please see attached Commerical Applicator Licenses

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 2570 Commerce Parkway

P. O. Box (if any) N/A

City North Port State Florida Zip Code 34289

Telephone (941) 426-7878 Fax no. (941) 426-8778

1st Contact Name James Barron Title Project Manager

2nd Contact Name Erik Sandsmark Title V.P. of Operations/  
Contract Manager

- *Proposed Staffing Levels - Fuel load reduction staff will include the following:*

<u>1</u>	Supervisors, who will be onsite <u>5</u> days per week;
<u>1</u>	Technical personnel, who will be onsite <u>1</u> days per <u>week</u> ; and
<u>5</u>	Laborers, who will be onsite <u>5</u> days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in fuel load reduction, or other relevant fields of expertise? Yes ☒ No ☐ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: James Barron

Position / Certifications: Project Manager/FL Commerical Applicator License & OSHA 30 hr General

Duties / Responsibilities: Project Management

% of Time to Be Dedicated to This Project: 15 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Bayside and Baycreek CDD Maintenance of Water Management Areas; Lee County, FL

Contact: Shane Willis Contact Phone: (239) 259-4299

Project Type/Description: Chemical/Mechanical removal of exotic and invasive vegetation



Duties / Responsibilities: Project Manager/Project Management

Dollar Amount of Contract: \$109,219.44

Proposer's Scope of Services for Project: Two years of semi-annual maintenance of all wetland and wetland prairies, including a treatment of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species". In addition, provided annual mangrove trimming of the Spring Creek tributary.

Dates Serviced: August 2021 - June 2023

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes \_\_\_ No ☒ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name N/A

Street Address N/A

P. O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A

2nd Contact Name N/A Title N/A

Proposed Duties / Responsibilities: N/A

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: N/A

Contact: N/A Contact Phone: N/A

Project Type/Description: N/A

Dollar Amount of Contract: N/A

Proposer's Scope of Services for Project: N/A

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: N/A

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*  
E-verify compliant, please see attached MOU
- 
-

## OFFICERS

PROPOSER: EarthBalance Corporation

DATE: July 25, 2024

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Sarah J. Laroque	President/CEO	Supporting company's culture, encourages business development, and guides operational priorities	North Port, FL
Wade Waltmyer	V.P. of Finance/ Treasurer	Provides financial oversight for operations and investments	North Port, FL
Cristine Borowski	V.P. of Business Mgmt/ Secretary	Responsible for the company's technology, training to new staff, monitors data entry quality control	Port Charlotte, FL
Erik Sandsmark	V.P. of Operations	Oversees the management of all restoration projects and client relations	Cape Coral, FL
FOR PARENT COMPANY (if applicable)			
N/A			

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: EarthBalance Corporation

DATE: July 25, 2024

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Erik Sandsmark	V.P. of Operations	Senior Advisor	North Port, FL	5%/0 Days	2 Years	20 Years
James Barron	Project Manager	Project Management	Ft. Myers, FL	15%/1 Day	4 Years	9 Years
Sergio Ortiz Herrejon	Crew Supervisor	Oversee ground crew & herbicide treatment	Arcadia, FL	100%/5 Days	23 Years	23 Years

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: EarthBalance Corporation

DATE: July 25, 2024

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	ATV w/ trailer	None	Operations Center; Arcadia, FL
3	Trash cans	None	Operations Center; Arcadia, FL
3	Tarps	None	Operations Center; Arcadia, FL
6	Machetes	None	Operations Center; Arcadia, FL
3	Chainsaws	None	Operations Center; Arcadia, FL
3	Polesaws	None	Operations Center; Arcadia, FL
4	Metal rakes	None	Operations Center; Arcadia, FL

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?*  
Yes ☒ No ☐  
*If yes, please provide the following information for each project (attach additional sheets if necessary):*

Please see attached list of Community Development District  
Project Name/Location: Projects in the Last 2 Years

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *List the Proposer's total annual dollar value of fuel load reduction services work completed for each of the last three (3) years:*

2023 = \$500,000.00 - \$1,000,000.00

2022 = \$500,000.00 - \$1,000,000.00

2021 = \$500,000.00 - \$1,000,000.00

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well.\* Attach additional sheets if necessary.*

Project Name/Location: Merritt Island NWR BIL Fuel Reduction 1; Brevard County, FL

Contact: Stan Howarter Contact Phone: (321) 863-6208

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$499,766.00

How was the project similar to this project? Goal of this project is to reduce hazardous fuel loading on 606 acres.

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Manually cut down pine and hardwood

trees with a diameter of six inches or greater, and all cabbage palms with a trunk over six feet high. Hardwood stumps were treated with a broadleaf selective herbicide. Pine trees were "cutter select", leaving 3 mature trees per acre.

List of equipment used on site: Chainsaws with necessary PPE, UTV, and back pack sprayer

List of subcontractors used: N/A

Is this a current contract? Yes \_\_\_ No ☒

Duration of contract: April 2023 - September 15, 2023

- *(Information regarding similar projects – continued)*

Project Name/Location: Fuel Reduction Phase 2 Merritt Island NWR; Brevard County, FL

Contact: Stan Howarter Contact Phone: (321) 863-6208

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$175,525.00

How was the project similar to this project? Goal of this project is to reduce hazardous fuel loading on 595 acres.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Manually cut down pine and hardwood trees with a diameter of six inches or greater, and all cabbage palms with a trunk over six feet high. Hardwood stumps were treated with a broadleaf selective herbicide. Pine trees were "cutter select", leaving 3 mature trees per acre.

List of equipment used on site: Chainsaws with necessary PPE, Swamp buggy, UTV, back pack sprayers, and spray bottles.

List of subcontractors used: N/A

---

---

Is this a current contract? Yes ☐ No ☒

Duration of contract: February 2024 - April 2024

- *(Information regarding similar projects – continued)*

Project Name/Location: Little Gator Creek Hardwood Treatment; Pasco County, FL

Contact: Steve Brinkley Contact Phone: (352) 697-3655

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$86,100.00

How was the project similar to this project? Goal of this project is to reduce hazardous fuel loading on 42 acres.

---

---

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Manually cut and treat all sapling oaks and sweetgums up to 5-inches.

---

---

---

List of equipment used on site: Chainsaws with necessary PPE and back pack sprayers

---

---

List of subcontractors used: N/A

---

---

Is this a current contract? Yes ☐ No ☒

Duration of contract: October 2023 - November 2023



- *(Information regarding similar projects – continued)*

Project Name/Location: Walton Ranch Mulching

Contact: Chris Meyer Contact Phone: (941) 228-0474

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$28,850.00

How was the project similar to this project? Goal of this project is to reduce hazardous fuel loading on 35 acres.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mulching downed tree debris, brush, tree limbs, and debris piles on site. Larger trunks and limbs were taken to existing piles in pastures on Ranch and placed on top. No downed cabbage palms were mulched, instead moved to the piles in the pastures. Shredded vegetation was no more than 2.5 ft long and 2 inches in diameter.

List of equipment used on site: Mulcher and skidsteer

List of subcontractors used: N/A

Is this a current contract? Yes ☐ No ☒

Duration of contract: July 2023 - October 2023

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any fuel load reduction contract within the past 5 years? Yes ☐ No ☒ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: N/A

Contact: N/A Contact Phone: N/A

Project Type/Description: N/A

Dollar Amount of Contract: N/A

Scope of Services for Project: N/A

Dates Serviced: N/A

Reason for Termination: N/A

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes ☒ No ☐

If yes, please describe each violation, fine, and resolution i. Violation of 29 CFR 1910.151(b): No infirmary/clinic/hospital near proximity to the workplace nor a person adequately trained to render first aid/\$9,216.00/CPR/First Aid training for all personnel. and ii. Violation of OSH ACT of 1970 Section (5)(a)(1): Employer did not furnish place of employment free from hazards to employees/\$9,216.00/Heat stress training for all personnel.

What is the Proposer's current worker compensation rating? 0.64

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes ☐ No ☒

If yes, please describe each incident N/A

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?*  
Yes ☐ No ☒ If yes, please provide:

The names of the entities N/A

The state(s) where barred or suspended N/A

The period(s) of debarment or suspension N/A

Also, please explain the basis for any bar or suspension:

N/A

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

N/A

---



---



---



---

- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

N/A

---



---



---



---

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No (✓) If yes, provide the following:*

Identify the Case # and Tribunal: N/A

---

Describe the Nature of the Action: N/A

---



---



---



---

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

N/A

---



---



---

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No (✓) If yes, please explain:*

N/A

---

---

---

---

---

- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No (✓) If yes, please explain:*

N/A

---

---

---

---

---

**PROPOSAL FORM  
PART V – CONFIRMATION FORM**

**MEDITERRA CDD RIGHT-OF-WAY FUEL LOAD REDUCTION  
FOR MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

Submit the completed Confirmation Form with the Proposal Form confirming that the Bidder has received the Bid Documents and that they are legible, usable and complete.

EarthBalance Corporation

**Contractor/Bidder Name**

2570 Commerce Parkway, North Port, FL 34289

**Complete Physical Address**

2570 Commerce Parkway, North Port, FL 34289

**Complete Mailing Address**

Cristine Borowski, Vice President of Business Management

**Individual Contractor/Bidder Name Representative and Title**

(941) 426-7878

**Office/Work Phone Number**

(941) 769-3042

**Cell/Mobile Phone Number**

(941) 426-8778

**Fax Number**

nhults@earthbalance.com

**Email Address**



**Signature**

By signing and executing this form, Bidder confirms they have received the Bid Documents and that they are legible, usable and complete.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/13/2024

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

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

<b>PRODUCER</b> Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	<b>CONTACT NAME:</b> Certificates/Commercial Lines <b>PHONE (A/C, No, Ext):</b> 727-522-7777 <b>E-MAIL ADDRESS:</b> certificates@w3ins.com <b>FAX (A/C, No):</b> 727-521-2902
<b>INSURED</b> EarthBalance Corporation dba Earthbalance 2570 Commerce Parkway North Port FL 34289	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westchester Surplus Lines Ins. Co. <b>INSURER B:</b> ACE Property & Casualty Ins. Co. <b>INSURER C:</b> Travelers Excess & Surplus Lines Co. <b>INSURER D:</b> Amerisure Ins. Co. <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 214702441**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Primary Non Cont		G47421184001	8/23/2023	8/23/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 15,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		H08884699001	8/23/2023	8/23/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		G47421226001	8/23/2023	8/23/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A	WC20964660901	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER U.S.L.H E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Professional / Pollution Liab Retro Date 2/18/1997 Excess Liab - Travelers		G47421184001 EX8T014454	8/23/2023 8/23/2023	8/23/2024 8/23/2024	Each Claim/Aggregate Deductible \$2M/\$2M Per Occurrence/Aggreg 15,000 \$3M/\$3M

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

USL&H is included in the workers compensation policy listed above. Jones Act is included on the Commercial Watercraft policy issued by Travelers Property Casualty Company of America, policy #ZOH11P5927416ND.

**CERTIFICATE HOLDER****CANCELLATION**

Information Only  
2570 Commerce Parkway  
North Port FL 34289

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# *State of Florida*

## *Department of State*

I certify from the records of this office that EARTHBALANCE CORPORATION is a corporation organized under the laws of the State of Florida, filed on November 4, 1985, effective November 1, 1985.


The document number of this corporation is H84315.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on April 25, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fifth day of April, 2023*



  
*Secretary of State*

Tracking Number: 1608656738CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# COMMERCIAL APPLICATORS LICENSES


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM21738

ORTIZ, SERGIO HERREJON

Categories  
21

Issued: May 17, 2024

Expires: June 30, 2028

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM22689

SERVISS, CALVIN JACOB

Categories  
21

Issued: February 7, 2022

Expires: January 31, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM27940

ALVAREZ ARTEAGA, JOSE LUIS

Categories  
21

Issued: April 26, 2023

Expires: April 30, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23947

CERDA, ALVARO LANA  
2570 COMMERCE PKWY  
NORTH PORT, FL 34289

Categories  
21

Issued: November 28, 2018

Expires: December 31, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM17292

HENSEL, CHRISTINA MARIE

Categories  
21, 6, SA, 2, 3

Issued: May 20, 2021

Expires: June 30, 2025

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23887

ZAMORA, ALEJANDRO

Categories  
21, 6

Issued: November 9, 2023

Expires: October 31, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM26048

BARRON ALTAMIRANO, ENRIQUE  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
21, 6

Issued: April 19, 2023

Expires: April 30, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM25261

BARRON, JAMES  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
21, 6

Issued: February 2, 2022

Expires: January 31, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



# COMMERCIAL APPLICATORS LICENSES

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM20664

LAROQUE, JAMES ANDERSON  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
21

Issued: October 25, 2022

Expires: September 30, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

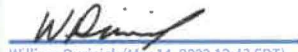
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM22735

DURINICK, WILLIAM D

Categories  
5A, 21, 6

Issued: March 11, 2022

Expires: February 28, 2026

  
William Durinick (Mar 14, 2022 12:43 EDT)  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM27568

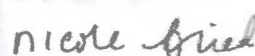
JOINT, KYLE  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
6

Issued: June 2, 2022

Expires: June 30, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23255

BANDA, JUAN J

Categories  
21

Issued: December 2, 2022

Expires: November 30, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM26583

ORTIZ, JUAN CARLOS  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
21

Issued: February 12, 2024

Expires: March 31, 2028

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM27843

BOYCE JR, CHRISTOPHER J  
2570 COMMERCE PKWY  
NORTH PORT, FL 34289

Categories  
6, 21

Issued: February 21, 2023

Expires: February 28, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.


Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM28194

OGBURN, EVAN

Categories  
21

Issued: November 8, 2023

Expires: November 30, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the EarthBalance Corporation (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 346397

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



Company ID Number: 346397

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 346397

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 346397

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

Company ID Number: 346397

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 346397

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 346397

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 346397

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	EarthBalance Corporation
Company Facility Address	2570 Commerce Pkwy North Port, FL 34289
Company Alternate Address	
County or Parish	SARASOTA
Employer Identification Number	592612208
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 346397

**Approved by:**

<b>Employer</b> EarthBalance Corporation	
<b>Name (Please Type or Print)</b> Karen F Burnett	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2010
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2010

Company ID Number: 346397

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA

1 site(s)



**Company ID Number:** 346397

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Melanie M Cortes
Phone Number	(941) 426 - 7878 ext. 226
Fax Number	(941) 296 - 8283
Email Address	mcortes@earthbalance.com

Page intentionally left blank

## ERIK SANDSMARK, SR. ADVISOR/V.P. OF OPERATIONS

### BACKGROUND

Mr. Erik Sandmark joined the EarthBalance® team in 2006 and has extensive knowledge in plant species identification, maintenance, and monitoring. He has spent almost two (2) decades working within Florida ecosystems, managing and overseeing multiple ecosystem restoration projects at once with clients ranging from the private, local, state, and federal sector. His understanding of ecosystem functions results in innovative and cost-effective ecosystem restoration, achieving desired environmental benefits.

Mr. Sandmark is responsible for administering everyday operations, setting strategic goals, supervising and motivating staff, and implementing organizational policies. Having started at EarthBalance® as a Project Manager, his years of experience bring strong strategic acumen, a deep understanding of basic management concepts, analytical problem-solving skills, impeccable attention to detail, the ability to formulate cross-functional collaborations, and accelerate operational enhancements. He works closely with Project Managers and the Project Coordinator, monitoring operations and reviewing operations reports; identifying and correcting problems and potential issues; and developing operational strategies, creating operations budgets and monitoring costs.

### EDUCATION

**FL GULF COAST UNIVERSITY — FORT MYERS, FL — BA, ENVIRONMENTAL STUDIES**

### SKILLS & ABILITIES

Operations Enhancements - Quality Improvements – Team Leadership - Staff Development – Project Management – Strategic Initiatives Implementation

### LICENSES & CERTIFICATIONS

- Florida Department of Environmental Protection Qualified Stormwater Management Inspector
- American Red Cross Adult First Aid/CPR/AED

### EXPERIENCE

#### LEITNER CREEK MAINTENANCE & CLEANING PROJECT

Senior Advisor providing the support necessary for the removal of snags and debris that blocked the flow in the creek deposited by Hurricane Irma. Work entailed trimming, treating and removing accumulated nuisance vegetation as well as the removal of non-vegetative debris (i.e. appliances, shopping carts, tires) located from the top of the bank down to and including items in the water.

#### OK SLOUGH WMA EXOTICS TREATMENT

Senior Advisor providing supervision and support for treatment sweeps of all Category I and II plant species listed on the 2013 Florida Exotic Pest Plant Council's (FLEPPC) "List of Invasive Plant Species" on approximately 1,719 acres of flatwoods in Okaloacoochee Slough Wildlife Management Area located in Hendry County, FL.

#### TEN THOUSAND ISLANDS NATIONAL WILDLIFE REFUGE EXOTIC CONTROL

Senior Advisor providing the support and supervision for the treatment of all Category I and II species on the FLEPPC "List of Invasive Plant Species" on approximately 376 acres of refuge in the Northern Marsh of the Ten Thousand Island NWR between Marco Island and Everglades City, Florida.

#### PELICAN BAY LAGOON, EAGLE LAKES PARK AND SCWRF MAINTENANCE

Senior Advisor providing the support and supervision for the treatment of all Category I and II species on the FLEPPC "List of Invasive Plant Species" within the Pelican Bay Lagoon (PBL), South County Water Reclamation Facility (SCWRF) preserve, and the Eagle Lakes Park (ELP) conservation and buffer preserve areas in Naples, Florida. PBL required mechanical removal of invasive vegetation, followed by two (2) semi-annual herbicide events on the 1.5-acre wetland. SCWRF received two (2) semi-annual herbicide events on the 16-acre forested preserve. ELP received two (2) semi-annual events with the 21-acre conservation areas on the western quadrant, as well as two (2) semi-annual herbicide event with the 5-acre buffer.

## JAMES BARRON, PROJECT MANAGER (PRIME)

**BACKGROUND** Mr. James Barron effectively manages the efficient and accurate completion of large-scale ecosystem restoration projects in some of the most vulnerable ecosystems in Florida, including Corkscrew Swamp Sanctuary and Big Cypress National Preserve, Congressionally designated wilderness, part of the Great Florida Birding and Wildlife Trail. He has proven competency in ecosystem restoration and invasive species management. Mr. Barron has extensive knowledge in various treatment methods and patterns, the identification of exotic plant species and how to differentiate them from lookalike native plant species. He manages and schedules his projects with the use of Deltek VantagePoint software, resulting in superior project performance, meeting all contract requirements.

**EDUCATION** ALLEGHENY COLLEGE — MEADVILLE, PA — BS, ENVIRONMENTAL GEOLOGY  
BS, ENVIRONMENTAL SCIENCE

**LICENSES & CERTIFICATIONS**

- State of Florida Commercial Applicator License – Aquatic and Natural Areas
- American Red Cross First Aid/CPR/AED
- OSHA 30hr General Industry

### PROJECT EXPERIENCE

#### **BAYSIDE AND BAY CREEK CDD MAINTENANCE OF WATER MANAGEMENT AREAS**

Project Manager for two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and wetland prairies of Bayside Improvement and Bay Creek Community Development Districts in Lee County, Florida. In addition, provided annual mangrove trimming of the Spring Creek tributary and removal of weeds, exotics and other nuisance vegetation from littoral zones.

#### **CATALINA AT WINKLER 2023 PRESERVE MAINTENANCE**

Project Manager for one year of quarterly treatments of all listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive Plant Species" on 21 acres of preserve at Catalina at Winkler Preserve Community Development District in Lee County, Florida.

#### **WILDBLUE 2022-2024 MAINTENANCE OF WATER MANAGEMENT AREAS**

Project Manager for two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and conservation areas of WildBlue Community Development District. In addition, provided the removal of weeds, exotics and other nuisance vegetation from littoral zones.

#### **MERRITT ISLAND NATIONAL WILDLIFE REFUGE S-BAND MELALEUCA REMOVAL**

Project Manager for the ongoing maintenance treatment of melaleuca (*Melaleuca quinquenervia*) on 235 acres of Merritt Island National Wildlife Refuge in Brevard and Volusia Counties, Florida. Work was completed by a six-man crew utilizing backpack sprayers.

#### **HOLEY LAND WMA TOE OF THE BOOT EXOTIC PLANT CONTROL**

Project Manager for both initial and ongoing maintenance treatment of Old-World climbing fern (*Lygodium microphyllum*) and Brazilian pepper (*Schinus terebinthifolia*) on 440 acres of the Toe of the Boot unit within Holey Land WMA in Palm Beach County, Florida. Work was completed by a six-man crew utilizing chainsaws, a Marsh Master, 50-gallon spray rig, and backpack sprayers.



## SERGIO ORTIZ HERREJON, CREW SUPERVISOR

### BACKGROUND

Mr. Sergio Ortiz Herrejon has been with EarthBalance® since 2001 and provides a comprehensive experience in preserve stewardship, including implementation and maintenance of habitat restoration projects, including resource management methods, biological processes, and vegetation sampling, as well as invasive species control using mechanical and chemical techniques. As Crew Supervisor (APM), Mr. Herrejon supports Project Managers through project implementation, technical supervision, and quality assurance for ecosystem restoration projects of various sizes and complexities. For this contract, Mr. Herrejon will provide onsite leadership and direction to team leaders and crew, overseeing all control activities and safety on worksites. He is familiar with and ensures adherence to any and all federal, state, or local safety regulations pertaining to aquatic and terrestrial invasive plant control operations, as well as performing work in accordance with the Work, Safety, and Quality Control Plan. Mr. Herrejon shall always be at the worksite while on-site work activities are being conducted to facilitate communication, daily work priorities, accountability of performance standards, and to ensure receipt of deliverables.

### TRAINING

**JOB SITE AND EQUIPMENT SAFETY – CHAINSAW OPERATION - AIRBOAT OPERATIONS**

### SKILLS & ABILITIES

Bilingual - Field Identification – Current Control Techniques & Technology - Appropriate Herbicide Labeling – SDSs – Permit Conditions – Data Organization & Record Keeping – GPS Mapping – Threatened & Endangered Flora & Fauna – UTVs

### LICENSES & CERTIFICATIONS

- State of Florida Commercial Applicator License – Natural Areas
- American Red Cross First Aid/CPR/AED

### EXPERIENCE

#### **BAYSIDE AND BAY CREEK CDD MAINTENANCE OF WATER MANAGEMENT AREAS**

Crew supervisor for two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and wetland prairies of Bayside Improvement and Bay Creek Community Development Districts in Lee County, Florida. In addition, provided annual mangrove trimming of the Spring Creek tributary and removal of weeds, exotics and other nuisance vegetation from littoral zones.

#### **CATALINA AT WINKLER 2023 PRESERVE MAINTENANCE**

Crew supervisor for one year of quarterly treatments of all listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive Plant Species" on 21 acres of preserve at Catalina at Winkler Preserve Community Development District in Lee County, Florida.

#### **BOX-R WILDLIFE MANAGEMENT AREA MAINTENANCE**

Crew supervisor for the maintenance control of Japanese climbing fern, Camphor Tree (*Cinnamomum camphora*), cogon grass, Chinese tallow tree (*Sapium sebiferum*), lantana (*Lantana camara*), Chinese wisteria (*Wisteria sinensis*), Mimosa (*Albizia julibrissin*) within the 11,216-acre Box-R WMA in Apalachicola, Florida.

#### **T. MABRY CARLTON MEMORIAL RESERVE MAINTENANCE**

Crew supervisor for the treatment and control of Japanese climbing fern, Old World climbing fern (*Lygodium microphyllum*), cogon grass, and Brazilian pepper (*Schinus terebinthifolius*) within the 24,565-acres of T. Mabry Carlton, Jr. Memorial Reserve in Venice, Florida.

#### **ALVA SCRUB PRESERVE PARCEL 357E EXOTICS TREATMENT**

Crew supervisor for the treatment of all Florida Invasive Plant Council (FISC) listed Category I and II species within the 85-acres of Alva Scrub preserve located in Lee County, Florida.

**VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND  
PURCHASING, E-VERIFY, AND NON-COLLUSION**

***THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.***

Name of Proposer: EarthBalance Corporation

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

**Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing**

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
  - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
  - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
  - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
  - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
  - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Right-Of-Way Fuel Load Reduction Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

☐ The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

---

---

---

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

### **E-Verify**

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

### **Non-Collusion**

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.
4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or

inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

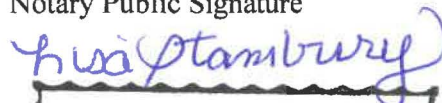
I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Mediterra Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.



Signature of Authorized Signatory of Proposer

Sworn before me on July 25, 2024

Notary Public Signature



Notary Stamp



## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

EARTHBALANCE CORPORATION  
2570 Commerce Parkway  
North Port, FL 34289

**SURETY:**

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions  
America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

**OWNER:**

(Name, legal status and address)

Mediterra Community Development District, Collier and Lee Counties  
2122 Johnson Street  
Fort Myers, FL 33901

**BOND AMOUNT:**

5% Five Percent of Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any) Right-Of-Way Fuel Reduction Services, Mediterra Community Development District, Collier and Lee Counties, Florida  
Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.  
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2024

  
(Witness) Nora Huits

EARTHBALANCE CORPORATION

(Principal)

By:

(Title)

Swiss Re Corporate Solutions America Insurance Corporation

(Surety)

By:

(Title) Jeffrey W. Reich, Attorney-in-Fact  
& FL Licensed Resident Agent  
Inquiries: 407-786-7770



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND,  
EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, NATHAN K. REICH, and SARAH K. O'LINN

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President  
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC  
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10TH day of NOVEMBER, 20 23

State of Illinois  
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 10TH day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda  
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of July, 20 24.



Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC

## Methods and Work Plan

EarthBalance® will utilize a six (6)-man crew with handheld equipment. Native mid-canopy and ground cover vegetation will be trimmed by removing lower limbs/fronds within the first sixty feet of conservation area, beginning at the conservation/property boundary going into the preserve. Hand trimming will mimic a prescribed fire, meaning no healthy trees will be removed during this process. Crews will utilize machetes and pole saws to trim the native vegetation to mimic a prescribed fire. All trimmings will be collected into trashcans or tarps and removed from site and disposed of at an approved facility. If any nuisance or exotic species are found within this zone, they will be cut at the base, treated, and removed from site. Saw palmettos (*Serenoa repens*) will be cut to the base, only leaving the apical bud, which mimics a prescribed burn. The trunks of the saw palmettos will not be cut, and all fronds that are trimmed will be removed from site. All cabbage palms (*Sabal palmetto*) that are greater than eight feet in height will have all dead and brown fronds trimmed off, leaving the cabbage palm to have a bare trunk for the first eight feet of trunk. Between eight (8)- and fourteen-feet fronds will be trimmed, but the boots will remain in place. Cabbage palms less than eight feet in height will have all dead and brown fronds cut and removed. Live fronds that are hanging below 90 degrees vertically will be trimmed and removed. Cabbage palm boots will be trimmed so they do not collect duff/debris. All vines will be cut and hand pulled if they are climbing above three feet in height. Dead and diseased trees within the work boundaries will be cut and removed by hand. Lastly, crews will utilize rakes to rake up the duff layer removing all pine needles and vegetative debris that is found within the work zone. Crews will start work in the north and work south. Once work begins in a unit crews will not move from that unit until it is finished.

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**8**

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**  
OFFICE OF THE DISTRICT MANAGER  
9220 Bonita Beach Road, Suite #214  
Bonita Springs, FL 34135

**MEMORANDUM**

Date: August 21, 2024  
To: Mediterra Board of Supervisors  
From: Shane Willis – Operations Manager  
Subject: Quality Assurance Audit – Lake Maintenance  
Cc: File

---

Management recently conducted an on-site audit to review District owned Lakes. The audit was conducted on June 3<sup>rd</sup>, June 4<sup>th</sup>, June 28<sup>th</sup>, & July 2<sup>nd</sup>.

Included in this report are the following:

- Evaluation Sheets for each Lake
- Pictures of each Lake
- Map of each Lake (previously provided)

There are (74) District owned Lakes & (2) RCS owned Lakes within Mediterra, totaling 203.60 acres.

**There is an Evaluation Sheet for each lake included - Please note the below observations, which may/may not require Board discussion and action for resolution:**

- **Interconnecting Pipe Cleaning 2024:** The following lakes interconnecting pipes were identified during the 2024 inspections and were approved for cleaning in two phases:  
**Phase I (Collier County):** 1-5, 7, 10, 12, 17, 19, 20, 27&28, 29-32, 43, 54, 60, 66-70, 73, 75-76  
**Phase II (Lee County):** **33, 35, 36, 46, 49, 52, 59, 58**  
All 5 Outfall Structures were also inspected and found to be clean.
- **Interconnecting Pipe Cleaning 2023:** For comparison purposes – 2023 included: Lakes 1-3,6, 11, 12B, 17, 20, 21, 23, 26, 27/28, 29, 30, 32, 35, 36, 47, 49N&49S, 52, 54-56, 58, 60. All 5 Outfall Structures were also inspected and found to be clean.
- **Aeration System:** During the lake audit all aeration systems were observed, subsequent reports of inoperable systems have been reported to Crosscreek.
- **Littoral Planting:** The following lakes have been identified for potential plantings:  
Fill-In Littorals: 11, 12, 13, 27&28, 35  
Full Plantings: 15, 22, 43
- **Canna Trimming:** The following locations will be trimmed between Thanksgiving & Christmas if necessary: Lakes 1, 2, 4, 5, 7, 10 thru 13, 15, 17, 18, 20, 22, 23, 27/28, 29, 32, 34, 35, 38, 40, 43, 47, 49, 55, 56, 59 and 60.

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**OFFICE OF THE DISTRICT MANAGER**  
9220 Bonita Beach Road, Suite #214  
Bonita Springs, FL 34135

- **Bank Remediation:** The following have been identified for bank remediation projects in 2024:
  - **Lakes:** 15, 22, 43 (2024 ongoing project)
  - **Lakes:** 17 (2-3 years), 21 (1-2 years), 23 (2-3 years), 32 (2-3 years), 50 (2-3 years)

**Action Required:** Proposals for bank remediation will be sourced and presented to the Board at a future meeting based on Board guidance.

During the time of this inspection Management observed wildlife that included Florida Mottled Ducks, Cormorant, Anhinga, Turtles, Bass, Bream, Mosquito Fish, Blue, Grey and White Herons, Egrets, and Squirrels, Deer, Squirrels, Rabbits.

Management observed that the lakes below had some type of issue of concern, work orders were placed within 48 hours of observation and most have been resolved.

- **Palm Removals (Staff Authorized Per Policy):** 4, 61 (Need Board's Permission)
- **Lakes Out of Compliance:** 21 (Excessive SR), 33 (Excessive SR), 65 (Excessive Algae), 68 (Excessive SR)

Additionally, it is the recommendation of Management that the CDD continue with their yearly program to install Littoral Shelf plants to ensure Lake Bank stabilization, which will help minimize Lake Bank erosion.

In conclusion, it is determined that the district's lakes are healthy ecosystems that are home to a wide variety of wildlife and with the proper maintenance will remain so for the foreseeable future.

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

9



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT**

**MAINTENANCE OF WATER MANAGEMENT AREAS**

November 1, 2023



**SECTION 2  
INSTRUCTIONS TO BIDDERS**

- 2.01. **SEALED PROPOSALS**- Sealed proposals will be received at the time and place designated herein and then publicly opened and read aloud for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.

- 2.02. **DEFINITION OF TERMS**- Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:

District	Mediterra Community Development District
Bidder	Any Person, firm or corporation submitting a proposal for the work covered by these specifications, or his duly authorized representative.
Contractor	The person, firm or corporation with whom the District has executed a contract for the work herein specified.
Manufacturer or Supplier	Any person, firm or corporation other than the Contractor, supplying labor, material or equipment for the work herein specified.

- 2.03. **DELIVERY OF PROPOSALS**- All bids, whether mailed or delivered in person, shall be submitted in a SEALED ENVELOPE bearing on the outside the name of the Bidder and his address clearly marked:

Maintenance of Water Management within the District

and address to:

Mediterra Community Development District  
9220 Bonita Beach Road, Suite #214  
Bonita Springs, FL 34135

Attention: Cleo Adams

- 2.04. **PROPOSAL GUARANTY**- A certified or cashier's check on a national or state bank, or bid bond, in a sum not less than five percent (5%) of the total amount of the bid, drawn on a national or state bank shall accompany each proposal as a guarantee that the Bidder will, if award is made, promptly enter into an agreement to do the work and furnish the required certificate of insurance. The proposal guaranty shall be returned by the District, in accordance with section 2.15 of the Instructions to Bidders. The Bid Bond shall be from a surety authorized to do business in the State of Florida with an A-rating or better under Best's Guidelines, made payable to:

**Mediterra Community Development District**

- 2.05. **PROPOSAL FORMS**- The Bidder shall submit his proposal in duplicate on the forms, on an exact copy of the forms, furnished herewith. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which he proposed to do each item of work called for.

- 2.06. **SIGNATURE ON PROPOSAL**- The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member or partner of the firm or partnership shall be shown. If made by a

corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. If made by a limited liability corporation, the person signing the proposal shall show the name of the state under the laws of which the limited liability corporation is organized, also the names and business addresses of its managing member. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

- 2.07. **FAMILIARITY WITH LAWS-** The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure to familiarize himself with applicable laws will in no way relieve him from responsibility. By execution of the proposal, Bidder represents he has familiarized himself with all such laws, ordinances, rules and regulations.
- 2.08. **EXAMINATION OF SPECIFICATIONS AND SITE OF WORK-** The Bidder is required, before submitting his proposal, to visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. He is also required to examine carefully the specifications, form of agreement, and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.
- 2.09. **QUALIFYING QUESTIONNAIRE AND CONFIDENTIAL FINANCIAL STATEMENT-** If requested by the District, Bidders under consideration for award shall furnish a qualifying questionnaire and a certified financial statement, current within the past thirty days in accordance with Section 2.10, which must be a complete report of the financial resources and liabilities, equipment available, past performance record, personnel and organization experience.
- 2.10. **QUALIFICATION OF BIDDERS-** It is required that all Bidders enclose with their sealed bids the following information:
- a. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Lee County Business Tax Receipt w/number and date of expiration, current valid applicable State of Florida Lee County contractor's licenses for the scope of work, and banking and credit references.
  - b. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.
  - c. List similar contracts for water management maintenance services now held by your firm and other similar contracts, if any formerly held within the last 5 years. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers and email addresses for these individuals.
  - d. The Contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.
  - e. The contract will be awarded only to responsible Contractors qualified by experience to do the work specified herein. The Bidder shall submit, with his bids, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the District within the time stated in the proposal.
- 2.11. **DISQUALIFICATION OF BIDDER-** More than one bid from an individual, firm, partnership, corporation. Limited liability company, entity or association under the same or different name, will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one

proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced will be rejected.

- 2.12. **RIGHT TO REJECT PROPOSALS**- The District reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities.
- 2.13. **AWARD OF CONTRACT**- The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive\*, competent and responsible\*\* high quality bidder whose qualifications indicate the award will be in the best interest of the District and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low bidders and the District is satisfied that the bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the District within the time specified.
- 2.14 **BID PROTEST**- Any bidder who has timely submitted a bid desiring to formally protest a recommended contract award, shall file a written notice of intent to protest, with the District Manager, within two (2) calendar days (excluding weekends and holidays) from the date of notification and shall file the formal written protest, with the District Manager, within five (5) calendar days (excluding weekends and holidays). The formal written protest shall contain, but not be limited to, the following information:
- A. the bid or proposal number and/or title
  - B. the name and address of the protesting party
  - C. a statement of disputed issues of material fact. If there are no disputed material facts, the written protest must so indicate
  - D. a concise statement of the ultimate facts alleged and of any relevant rules, regulations, statutes, case law and constitutional provisions entitling the protesting party to relief
  - E. a demand for relief to which the protesting party deems himself entitled
  - F. such other information as the protesting party deems himself entitled

Failure to timely and properly file a written notice of intent or formal written bid protest shall constitute a waiver of all further proceedings. Once filed, no supplementing of the notice of intent or formal written protest shall be permitted.

The District Manager shall review all timely and properly filed written bid protest, in consultation with the District's Counsel and issue a written decision, within ten (10) business days stating reasons for the decision and the protesting parties' rights to file a written appeal. The decision of the District Manager is final and conclusive unless the protesting party timely and properly files subsequent written objection with the District Manager (with a copy to District Counsel) within two (2) calendar days (excluding weekends and holidays), from the date of receipt of the decision.

In the event of the timely and proper filing of an appeal, pursuant to the above paragraph, and in the event the protest cannot be resolved by mutual consent, the matter will be referred to the Board of Supervisors for final resolution. Neither protesting party nor anyone representing them, shall have private contact with the District Supervisors unless requested in writing to do so, by the District Manager. A hearing shall be conducted to hear the protest. The District Chairman, or other person as designated by the Chairman, shall conduct the hearing with the assistance of the District Manager and Counsel.

The person conducting the hearing shall:

- A. Administer the oaths and affirmations
- B. Regulate the course of the hearing, including any prehearing matters

The Board shall:

- A. Rule upon offers of proof and receive relevant evidence
- B. Enter orders
- C. Make or receive offers of settlement, stipulation and adjustment

At the conclusion of the hearing, the Board shall decide the matter and render a written decision.

- 2.14 **RETURN OF THE PROPOSAL GUARANTY-** As soon as the bid prices have been compared, the District may, at its discretion, return the guaranty deposit accompanying such proposals as in its judgment would not likely be considered in making the award. All other proposal guarantees will be held until the contract has been executed, after which they will be returned to the respective Bidders whose proposals they accompany. All guaranteed deposits for bid bonds shall be returned once the Bidder to whom the contract is awarded executes the contract and provides District with all required Bonds and certificates of insurance.
- 2.15 **EXECUTION OF CONTRACT-** Immediately following the award of the contract to the Bidder by the District, the District will prepare a formal contract to be executed by the parties, which contract will be in substance substantially in the form of agreement which is attached to the various papers which were delivered by the District or his representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the District the fully executed contract, all applicable certificates of insurance from a company licensed to do business in the state of Florida.
- 2.16 **FAILURE TO EXECUTE THE CONTRACT-** The failure on the part of the successful Bidder to execute the contract as required will be just cause for the annulment of the award and, in the event of the annulment of award, the amount of guaranty deposited with the proposal, either in the form of a Certified or Cashier's Check, a Bid Bond, will be retained or paid upon demand by the District, not as forfeiture or penalty, but rather will be for liquidated damages, it being agreed to by each Bidder in advance that the District will sustain certain damages too difficult to accurately ascertain, and in no event shall the Bidder thereafter be permitted to contest to the contrary and does waive such right upon submitting a proposal.
- 2.17 **TIME AND AWARD-** The District reserves the right to hold all bids and bid guarantees for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Contractors.
- 2.18 **BID MODIFICATIONS-** No modifications shall be submitted by Bidder or accepted by the District.

\* **Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.

\*\* **Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.

### SECTION 3 GENERAL CONDITIONS

3.01 **DEFINITIONS-** Whenever in the Contract Documents, the following terms (or pronouns in place of them) are used, the intent and meaning of such terms shall be interpreted as follows:

- a. **Addenda** - A written explanation, interpretation, change, correction, addition, deletion, or modification affecting the Contract Documents, including specifications issued by the District and distributed to the prospective Bidders prior to the bid opening.
- b. **Affidavit** - The instrument which is to be signed by the Contractor and submitted to the District through the Engineer, upon completion of the job, showing that all bids have been paid. It shall also mean such instrument that may be requested by the District incident to progress payments,
- c. **"And"- "Or"** - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.
- d. **Article** - The prime subdivision of a section of these or any other referenced specifications, the Instructions to Bidders, the Special Conditions and the General Conditions.
- e. **Bidder** - An individual, firm, corporation or other legal entity submitting a proposal for the work contemplated; acting directly or through a duly authorized representative.
- f. **Bid Security or Bid Bond** - The security designated in the proposal to be furnished by the Bidder as guaranty that he will enter into the contract for the work if his/her proposal is accepted.
- g. **Calendar Day** - Any day, including Saturdays, Sundays and Holidays, and regardless of the weather conditions.
- h. **Change Order** - A written order to the Contractor signed by the District authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after the execution of the contract.
- i. **Contractor** - The person submitting a proposal accepted by the District who thereafter enters into a formal contract with the District to furnish the work as bid upon. The Contractor has the obligation to deliver to the District the completed job in good and workman like condition in accordance with the contract specifications.
- j. **Contract Bond** - The security furnished by the Contractor and surety as a guaranty that the Contractor will fulfill the terms of the contract in accordance with the Specifications and the other Contract Documents, also referred to herein as the Performance Bond.
- k. **Contract Documents** - The Contract Documents, sometimes referred to as the "Specifications", shall mean and include all or part of the following:
  - 1. Notice to Contractor
  - 2. Instructions to Bidders
  - 3. General Conditions
  - 4. Contract/Agreement
  - 5. Proposal
  - 6. Detailed Specifications
- l. **Equipment** - The machinery and equipment, together with the necessary supplies for the completion of the work.

- m. **Force Account Work** - Work performed in addition to that set forth in the original contract or in supplemental agreements or change orders, and which is paid for the basis of actual cost of materials and labor, plus a fixed percentage of such costs.
- n. **Materials** - Any substance proposed to be used in connection with the construction of any structure, facility, or appurtenance, or of other work, either by the Contractor or by its subcontractors i.e. plants, trees, mulch, fertilizer, pesticides, etc. and any substance or equipment purchased by the Contractor for resale to the District in the Contract.
- p. **Notices** -
  - 1. Notice of Acceptance- The official letter from the District to the successful Bidder, notifying him/her that he/she has been awarded the Contract.
  - 2. Notice of Award- Same as Notice of Acceptance
  - 3. Notice to Proceed- The official letter from the District to the Contractor instructing the Contractor to commence work under the Contract.
- q. **District** – Mediterra Community Development District.
- r. **Person** - The word "person" shall mean and include any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, legal entity, referee, or capacity, whether appointed by a court or otherwise, and any combination of individuals or "persons".
- s. **Principal** - When used in the Bid Bond or Bid Security, the word "principal" means the same as the word "Bidder". When used in the Contract Bond, the word "principal" means the same as the word "Contractor".
- t. **Pronouns** - The Masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- u. **Proposal** - The offer of the Bidder for the work when completely filled out and properly submitted on the prescribed proposal form, properly signed and guaranteed.
- v. **Proposal Form** - The official form on which the District requires formal bids to be prepared and submitted.
- w. **Provided** - As used in the specifications, provided shall be understood to mean "provided complete in place", that is, "furnished and installed". Where as shown, as detailed, as indicated, or words of similar import are used it shall be understood that references to the specifications accompanying these documents are intended unless otherwise expressly stated.
- x. **Resident Project Representative** - An authorized representative and/or employee of the District assigned to the project to make observations of the work performed by the Contractor.
- y. **Scope of Work** - Includes the Work, as the term as herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.
- z. **Specifications** - The Instruction to Bidders, General Conditions, Special Conditions, Detailed Specifications and such other documents as set forth in the Contract Documents.

- aa. **Special Conditions**- Specific clauses supplemental to the other Contract Documents setting forth conditions varying from or additional to the other Contract Documents for the project.
- bb. **State** - State of Florida
- cc. **Subcontractors** - A person supplying labor, materials, supplies, equipment, services, and other incidentals, used directly or indirectly by the Contractor. Such persons has contractual relations with the Contractor, but not with the District.
- dd. **Superintendent** - The Contractor's authorized executive representative, in responsible charge of the work at all times.
- ee. **Surety** - The corporate body which is bound by the Contract Bond with and for the Contractor (who is primarily liable) and which engages to be responsible for his acceptable performance of the work for which the contract has been made and for his prompt payment of all debts pertaining thereto.
- ff. **Work Order** - A written authorization to the Contractor signed by the District, concerning the performance of the work and/or the furnishing of materials on a force account basis as provided in the General Conditions.
- gg. **Work** - Shall mean everything expressed or implied, required to furnished and/or done by the Contractor by any one or more of the Contract Documents.

3.02 **OBLIGATIONS OF BIDDER TO INFORM HIMSELF AS TO ALL CONDITIONS RELATING TO PROJECT-**

- a. The Bidder, by and through the submission of his bid, agrees that he shall be held responsible for having therefore examined the site(s), the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, condition, and location of the site, and any other conditions surrounding and affecting the work, and physical characteristics of the job, in order that he may include in the prices which he bids all costs pertaining to the work and thereby provide for the satisfactory water management maintenance thereof.
- b. The Bidder, in preparing his bid, shall take into consideration that work by other contractors may be in progress at or near the site during the performance of the work to which the bid relates and that he will be expected should he be awarded a Contract, to avoid interference with work done by such other contractors and to coordinate his work with other contractors at the site.

3.03 **EXAMINATION OF CONTRACT DOCUMENTS-** The Bidder shall examine carefully the specifications and other Contract Documents, and inform himself thoroughly regarding any and all conditions and requirements, including any schedule, that may in any manner affect the work be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him of the obligations and responsibilities assumed under the Contract.

3.04 **DISCREPANCIES-** Should a Bidder find discrepancies or ambiguities in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall, at once, notify the District.

3.05 **ADDENDA, CHANGES, OR INTERPRETATIONS DURING BIDDING-** No oral interpretations will be made to any Bidder as to the meaning of the Contract Documents. Any inquiry or request received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders not later than five (5) days prior to the established bid opening date. Each prospective Bidder shall acknowledge receipt of such addenda in the space therefore

provided in the proposal form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, his bid will nevertheless, be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of receipt of all addenda, whether or not received by him. It is the responsibility of each prospective Bidder to verify that he has received all addenda issued before bids are opened.

- 3.06 **FAMILIARITY WITH LAWS**- The Bidder shall comply and be familiar with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility.

3.07 **PREPARATION AND SUBMISSION OF BIDS**-

- a. Signature of the Bidder- The Bidder must sign the Proposal form in the space provided for the signature. If the Bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The Bidder shall state in the proposal the name and address of each person interested therein.
- b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.
- c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.
- d. Submission of Bids-
  1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.
  2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the Bidder.
  3. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the District prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the District in writing by the Contractor, which shall include the reasons for such request.
  4. The Bidder shall submit with his proposal evidence of his experience in water management maintenance and financial status by providing the following:
    - i. proof that he maintains a permanent place of business; and
    - ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and
    - iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and



- iv. proof that he has successful contractual and technical experience in work of a similar size and scope; and
  - v. proof that he has/holds or can obtain, prior to the award of bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
  - vi. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
- e. If forwarded by mail, the above mentioned envelope shall be enclosed in another envelope addressed to Mediterra Community Development District; 9220 Bonita Beach Road, Suite #214, Bonita Springs, FL 34135; Attention: Cleo Adams, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to Cleo Adams. Proposals will be received until the date and hour stated in the Notice to Contractors.

3.08. **DISQUALIFICATION OF BIDDERS-**

- a. One Bid per Proposal Area- Only one bid per proposal area or combination of proposal areas from an individual firm, partnership or corporation under the same or under different names may be considered. If it is believed that a Bidder submits or is interested in more than one bid per proposal area for the work involved, all bid proposals in which Bidder is interested will be rejected.
- b. Collusion among Bidders- If it is believed that a collusion exists among the Bidders, the proposals of all participants in such collusion will be rejected, and no participants in such collusion will be considered in future proposals for the same work.

3.09. **WITHDRAWAL OF A BID-** Any bid may be withdrawn prior to the time scheduled in the Notice to Contractors for the opening thereof.

3.10. **MODIFICATION OF BIDS-** No modification to the bid will be accepted from Bidders.

3.11. **OPENING OF BIDS-** Bids will be publicly opened and read aloud at the appointed time and place stated in the Notice to Contractors. The officer whose duty it is to open them will decide when the specified time has arrived and bids received after the closing time will not be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

3.12. **CONSIDERATION OF BIDS-** For the purpose of award, after proposals are opened and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the proposal and the unit prices will be considered the bid. The amount then will be compared. Until the final award of the contract, the right will be reserved to reject any and all proposals and to waive technical errors and irregularities as may be deemed best for the interests of the District.

3.13. **RIGHT TO ACCEPT OR REJECT BIDS-** Bids which contain modifications, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the Instructions to Bidders, and the Contract Documents, maybe rejected at the option of the District. The District does not bind itself to accept the minimum bid stated herein, but reserves the right to accept the lowest responsive and responsible bid which in the judgment of the District will best serve the needs and interests of the District.

3.14. **AWARD OF CONTRACT-**

- a. The District reserves the right to reject any or all bids, or any part of any bid, to waive any informality in any bid, or to re advertise for all or part of the work contemplated. The District reserves the right, prior to award of contract, to delete from the scope of the project any item or any combination of items the aggregate bid prices for which do not exceed twenty-five percent (25%) of the total bid prices for the project. If bids are found to be acceptable by the District, written notice will be given to the lowest responsive and responsible qualified Bidder of the acceptance of his proposal and of award of the contract to him.
- b. If a Bidder to whom a contract is awarded forfeits and fails to execute the contract as provided for herein, the award of the contract is annulled, the District may then award the contract to the next lowest responsive and responsible qualified Bidder or the work may be re advertised or may be constructed by day labor as the District decides.
- c. The contract will be awarded to the lowest responsible high quality Bidder that best serves the interests of the District complying with the applicable conditions of the Contract Documents. In determining the lowest responsive and responsible Bidder, the following element, in addition to those noted in the Contract Documents, will be considered:
  1. Whether each Bidder:
    - a. maintains a permanent place of business; and
    - b. has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high-quality manner, and
    - c. has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and
    - d. has successful contractual and technical experience in work of a similar size and scope; and
    - e. has/holds or can obtain, prior to the award of bid, all valid necessary state, county, and local licenses or certificates of competency covering all aspects of the Bidder and the work detailed in the Contract Documents; and
    - f. has evidenced that all the subcontractors he proposes to use hold all valid necessary state, county, and local licenses or certificates of competency covering all operations of said subcontractors.
  2. The amount of work each Bidder, intends to perform with his own organization and the amount of work he intends to subcontract.
  3. The qualifications of the subcontractors that the Bidder proposes to use.
  4. The District also reserves the right to reject the proposal of a Bidder who has failed to perform or to complete contracts similar in nature on and in a competent and high quality manner.

3.15. **EXECUTION OF CONTRACT-** The Bidder to whom a contract is awarded will be required to deliver to District two (2) executed contracts and all applicable certificates of insurance within five (5) days of the award of the contract.

3.16. **INTENT AND CORRELATION OF DOCUMENTS-** The Contract Documents cover, with explicit provisions, all matters relating to the work which the Contractor undertakes to construct or perform in full compliance with such provisions. It is understood that the Contractor has, by personal examination and

inquiry, satisfied himself as to all local conditions and as to the meaning, requirements, and reservations of the Contract Documents, for, after the award, no deviation will be allowed from the interpretation thereof. The intent of the Contract Documents is to include all labor, materials supplies, appliances, equipment and other incidentals necessary or convenient to the successful completion of the work and the carrying out of all duties and obligations imposed by the Contract Documents. The Contractor shall, in addition, provide all work and materials not shown in detail but necessary for completion of the project as shall apply with equal force all work, including extra work, performed under this contract, whether performed either directly by the Contractor or by any subcontractor.

- 3.17. **NOTICE AND SERVICE**- All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to such office of the Contractor specified in the proposal (or to such other office as the Contractor may from time to time designate), or if deposited in the United States mail in sealed postage prepaid envelope sent certified mail return receipt requested, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All notice or other papers required to be delivered by the Contractor to the District, or to any of his representatives shall unless otherwise specified in writing to the Contractor, be delivered to the office of Wrathell, Hunt and Associates, C/O Brooks of Bonita Springs & Brooks of Bonita Springs II Community Development District's; 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 and any other notice or demand upon the District shall be sufficiently given if delivered to such office, or if deposited in the United States mail in a sealed, postage prepaid envelope sent certified mail return receipt requested, or if delivered, with the charges prepaid to any telegraph company for transmission, in each case addressed to such office (or to such other representative of the District or to such other address as the District may subsequently specify in writing to the Contractor for such purpose).

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, when the same has been deposited with the U.S. postal service, or in the case of telegrams, at the time of actual receipt thereof.

- 3.18. **TERMS OF CONTRACT**-

- a. The contract shall be for a period of 12 months, commencing November 1, 2023 at the price stated in the proposal, with its option to renew the Contract for a second year upon thirty (30) days notice.
- b. Mediterra Community Development District reserve the right to terminate the contract in accordance with the provisions of section 3.31 herein.

- 3.19. **MATERIALS, APPLIANCES, EMPLOYEES**- The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him. Employees of the Contractor whose work is unsatisfactory to the District or who are incompetent, unskilled or disorderly, who use threatening or abusive language to any person, or who are otherwise objectionable shall be dismissed from the work upon notice from the District and shall not be employed on the work thereafter. No liquor, alcoholic beverages, or narcotics shall be allowed on the work.

- 3.20. **SALES TAX AND EXCISE TAX**- All sales tax and excise tax shall be paid by the Contractor.

- 3.21. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR**- The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the District and resident project representative and with other contractors in every way possible. The Contractor shall at all times have a competent superintendent, capable of reading and thoroughly understanding the work, who

shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of the work sublet.

The Contractor shall indemnify and hold harmless the District and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the work, bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and which is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from District to Contractor as specific consideration for this indemnification.

In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in anyway the conduct of all persons engaged in or the materials or methods used by him, on the work. At the time of execution of the contract the Contractor shall furnish to the District and the District's agent certificates of insurance evidencing the existence of the insurance policies as required herein.

- 3.22. **SURVEYS, PERMITS, AND REGULATIONS**- Both temporary and permanent permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall strictly observe all applicable laws and regulations as to public and occupational safety, health and sanitation.

The Contractor shall save harmless the District and all its officers, agents, and servants, against any claims or liability arising from, or based on, the violation of any such laws, ordinances, regulations, orders or decrees, whether by himself, his employees, or subcontractors.

- 3.23. **PROTECTION OF PROPERTY AND THE PUBLIC**- The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect public and private property from injury or loss arising in connection with this contract. He shall make redress for any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees in the performance of the work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work, from sunset to sunrise; he shall erect suitable railings, barricades, or other hazards or other protective devices about unfinished work, open trenches, embankments, or other hazards and obstructions to traffic; he shall provide all necessary watchmen on the work by day or by night for the safety of the public; and he shall take all necessary precautions to prevent accidents and injuries to persons or property in or near the work.

In an emergency affecting the safety of life of the work or of adjoining property, the Contractor shall act promptly at his discretion to prevent threatened loss or injury, and he shall so act, without appeal if so instructed or authorized. Any request for compensation claimed by the Contractor on account of emergency work shall be reviewed by the District upon Contractor submitting proof and documentation to the District, in a form acceptable to the District, and within thirty (30) days of receipt of all necessary documents, District shall make a determination as to whether or not pay such claim.

The Contractor shall in every respect be responsible for, and shall replace and make good all loss, injury, or damage to the premises (including landscaping, walks, drives, structures) on the premises and/or property of the District of any land adjoining any work sites, which may be caused by him or his employees or subcontractors, or which he or they might have prevented. The Contractor shall, at all time while the work is in progress, use extraordinary care to see that adjacent building are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take steps as may be necessary or directed, to protect the property therefrom; the same care shall be exercised by all Contractor's and subcontractor's employees.

Buildings, sidewalks, fences, shade trees, lawns and all other improvements shall be duly protected from damage by Contractor. Property obstructions, such as sewers, drains, water or gas lines, conduits, railroads, poles, walls, posts, galleries, bridges, manholes, valve boxes, meter boxes, street monuments, etc., shall be carefully protected from injury and shall not be displaced if available. The Contractor shall give due notice to any department or public service corporation controlling such items as manholes, valve boxes, meter boxes, street monuments, etc., prior to adjusting them to grade and shall be held strictly liable to the affected utility if any such appliances are disturbed, damaged or covered up during the course of the work.

3.24. **INSURANCE-**

- a. The Contractor shall provide and maintain during the life of this contract "Workmen's Compensation Insurance" for all of his employees employed at the site of the project and, in case any work is sublet, The Contractor shall require each subcontractor similarly to provide "Workmen's Compensation Insurance" for all of the latter employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees who are engaged in hazardous work under this contract at the site of the project are not protected under the "Workmen's Compensation" statute, the Contractor shall provide and shall cause each subcontractor to provide adequate coverage for the protection of his employees not otherwise protected.
- b. The Contractor shall provide and maintain during the life of this contract, a comprehensive and general liability insurance policy insuring Contractor, its employees, and any subcontractor and its employees performing work under the contract of and from all damages for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractors or by anyone directly or indirectly employed by either of them. The Contractor shall also provide and maintain during the life of this contract insurance that will indemnify and hold harmless the District, and their agents and employees from and against all claims, costs, expenses, including attorney's fees and damages arising out of or resulting from the performance of the work, injury or conduct, want of care or skill, negligence and patent infringement providing that any such claim, damage loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury or destruction property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Insurance shall be provided with a minimum limit of \$2,000,000.00 in each of three policies as follows:

1. Comprehensive General Liability Insurance, including Products and/or Completed Operations, Explosion Hazard, Collapse Hazard and Underground Property Damage Hazard. The District shall be named as an additional insured.
  2. Comprehensive Auto Liability Insurance. The District shall be named as an additional insured.
  3. Contractual Liability Insurance. The District shall be named as additional insured.
- c. All such insurance shall be obtained from companies licensed and authorized to do business in the field of insurance in the State of Florida, and are authorized and licensed to provide the insurance Required herein.
- d. At the time of execution of the contract, the Contractor will file with the District certificates of such insurance, acceptable to the District. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

3.25. **PERFORMANCE BOND**- No Performance Bond shall be required.

3.26. **AUTHORITY OF THE DISTRICT**- The District or resident project representative shall have the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary due to any failure of the part of the Contractor to carry out orders given by the District or the resident project representative to perform any or all provisions of the contract. The Contractor shall not suspend the work necessary and convenient to perform water management maintenance without the written permission of the District.

3.27. **EXAMINATION OF THE WORK**- The authority and duties of the District's resident project representative(s) are limited to examining the material(s) furnished, observing the work done, and reporting their findings. The District does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the District shall never be responsible or liable to the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the District or by any project representative or other representatives of the District engaged in on-site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his liability therefore to the District, or subject the District to any liability to the Contractor, or any other party for any such defect or deficiency.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

3.28. **DEFECTIVE WORK**- Within seven (7) calendar days after being notified in writing of defective work, should the Contractor fail or refuse to correct any defective work performed, or to make any necessary repair in a manner acceptable to the District's resident representative and in accordance with the requirements of the contract, the District may cause the unacceptable or defective work to be corrected or authorize such repairs as may be necessary to be made. Any expense incurred by District making corrections or repairs, which the Contractor has failed or refused to make within such seven (7) day period may be paid for out of any monies due or which may become due the Contractor to make any or necessary repairs promptly, fully, and in a manner acceptable to the District. In addition, any such failure or refusal to timely make such corrections shall be sufficient cause for the District to declare the contract in default without further notice, upon which the District may terminate the contract and contract with another contractor to perform the work.

All costs and expenses incurred by reason of the Contractor's default thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

3.29. **EXTRA WORK**- The Contractor shall do all extra work not specified herein that may be ordered in writing by the District. Extra work and the cost thereof shall be agreed upon between both parties and if the parties are unable to agree, the formula set forth in the remainder in this section shall be utilized.

- a. For all labor, including a foreman in the direct charge of the specified operations, the Contractor shall receive a sum equal to the current local rate of wages for every hour that the labor is actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of such sum, and the total thereof shall be in full compensation to the Contractor for general supervision and for furnishing and repairing small tools and ordinary equipment used in doing the extra work. In addition, the Contractor shall be paid the actual cost of paying social security taxes and premiums for unemployment insurance, workmen's compensation insurance, And Contractor's public liability and property damage insurance involved in such extra work, based on the actual wages paid to such labor.
- b. For all materials used, the Contractor shall receive the actual cost of such materials, including freight charges, as shown by original receipt bills, to which cost shall be added an amount equal to ten (10) percent thereof.
- c. For any special machinery or special equipment, including fuel and lubricants thereof, required for the performance of extra work, the District shall allow the Contractor a reasonable rental price, to be agreed upon in writing before such work is begun, for every hour that such special machinery or equipment is used on the extra work.

The compensation herein provided shall be received and accepted by the Contractor as payment in full for all work done.

The Contractor's representative and the District shall compare records of extra work done at the end of each day. Such records shall be made in duplicate upon a form for such purpose by the District and shall be signed by both the representative referred to herein, one copy being submitted to the District and the other being retained by the Contractor.

3.30. **CANCELED ITEMS AND PAYMENTS THEREFORE**- If the Contractor shall fail to begin the work called for by the contract within the time specified, or shall fail to perform the work with sufficient workmen and equipment or with sufficient materials to insure the prompt completion of the work within the time prescribed, or shall perform the work unsatisfactorily or shall neglect or refuse to remove materials or to perform a new such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or shall become insolvent, or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, or shall otherwise be in breach of this contract, the District may give notice in writing to the Contractor of such delay, neglect or default, specifying the conditions pertaining thereto and directing the Contractor to correct the same.

If the Contractor shall not correct such conditions within a period of seven (7) calendar days after receipt of such notice, the District shall, have full power and authority, without violating the contract, to terminate this contract and/or to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, to enter into a contract with another contractor for the completion of the work or to use such other methods as, in the opinion of the District, shall be required for the completion of the work in an acceptable manner.



Contractor shall be liable for all damages, costs and charges incurred by the District together with the cost of completing the work under the contract, shall be deducted from any monies due or which may become due the Contractor. In the event that the expense so incurred by the District shall be more than the sum which would have been payable under the contract if the work had been completed by the Contractor, the Contractor shall be liable and shall pay to the District the amount of such excess within ten (10) days of receiving a written statement from the District specifying the amount due and owing the District.

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

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

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

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

The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, PROVIDED

HOWEVER, that such agreed amount or amounts, exclusive of settlement costs shall not exceed the total contract price as amended accordingly and the Contractor shall be paid the agreed amount.

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

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

- 3.32. **ACTS OF GOD AND OTHERS**- The Contractor shall not be responsible for damage caused by natural catastrophe such as any force majeure, acts of god, hurricane, hailstorm, or tornado, and acts of others.
- 3.33. **ASSIGNMENT OF CONTRACT**- No assignment by the Contractor of this contract or any part thereof, or any monies due, or to become due thereunder shall be made without prior written approval of the District, which consent may be withheld in the sole and absolute discretion of the District.
- 3.34. **SUBCONTRACTORS**- The Contractor may utilize the services of specialty subcontractors on those parts of the work which under normal contracting practices are performed by such specialty subcontractors. However, the portion of the contract that is to be assigned to one or more subcontractors may not exceed, either separately or in combination, 50% of the total value of the contract.

The Contractor shall not award any work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any subcontractor and the District.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions, the Special Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating and subcontract that the District may exercise over the Contractor under any provision of the Contract Documents.

- 3.35. **SEPARATE CONTRACTS**- The District reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors a reasonable opportunity for the introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.
- 3.36. **AWARD OF CONTRACT**- This contract consists of the Proposal for existing water management areas as more specifically set forth in the Detailed Specifications.

It is intended that all work to be performed under the Proposal shall commence **November 1, 2023**. As such, payments under the Proposal shall not commence until work is commenced. In no event shall District be obligated to pay for work not performed or materials not furnished.

**AGREEMENT BETWEEN MEDITERRA COMMUNITY DEVELOPMENT DISTRICT  
AND \_\_\_\_\_ FOR AQUATIC MAINTENANCE SERVICES**

**THIS AGREEMENT** (the “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*, and located in Collier and Lee County, Florida, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”); and

\_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Contractor”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

**WHEREAS**, the District owns, operates, and maintains \_\_\_\_\_ (\_\_\_\_) stormwater management facilities (collectively referred to as the “Ponds”) within the boundary of the District as described on **Exhibits A and B**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the District desires to retain an independent contractor to provide maintenance services for the Ponds, including inspection and treatment for control of nuisance vegetation in and around the Ponds; and

**WHEREAS**, the Contractor represents that it is capable, willing, and able to provide the maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

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

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

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

## **SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the maintenance services described in the attached **Exhibit B**, which is incorporated herein by reference (the “Services”).
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

## **SECTION 3. COMPENSATION; TERM.**

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor \_\_\_\_\_ (\$\_\_\_\_\_) per month, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit B.
- B.** The initial term of this Agreement shall be begin on \_\_\_\_\_, 2023 and end September 30, 2024, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, the Agreement shall automatically renew for four (4) consecutive one-year terms **with a four percent (4%) escalation in the annual contract price each year** unless otherwise terminated pursuant to the terms hereof.
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- D.** The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that

the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- E.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

#### **SECTION 4. INSURANCE.**

- A.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B.** The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance 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.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in

connection with the District's obtaining the required insurance.

**SECTION 5. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

**SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or



impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 8. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

**SECTION 10. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 11. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**B. If to 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

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

sent or copied may notify the 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.

**SECTION 12. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

**SECTION 13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**SECTION 14. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**SECTION 15. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Collier County, Florida.

**SECTION 16. INDEMNIFICATION.**

- A.** Contractor, its employees, agents and assigns shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees and costs (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 18. TERMINATION.** The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

**SECTION 19. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Cleo Adams** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431,**

**PHONE: (561)**  
**CRISMONDC@WHHASSOCIATES.COM.**

**571-0010,**

**SECTION 20. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 21. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 22. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

**SECTION 23. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 24. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section

and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 25. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*, (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written above.

**Attest:**

**MEDITERRA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**Witness:**

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 5**  
**PROPOSAL**  
for  
MAINTENANCE OF WATER MANAGEMENT AREAS  
AQUATIC MANAGEMENT

Proposal of \_\_\_\_\_  
\_\_\_\_\_  
(name)  
\_\_\_\_\_  
(address)

to furnish all materials, equipment, and labor and to perform all work in accordance with the Contract Documents for:

“Chemical/Mechanical removal of aquatic growth in water management areas”

TO:     Mediterra Community Development District  
          9220 Bonita Beach Road  
          Suite #214  
          Bonita Springs, FL 34135

Gentlemen:

The undersigned, as bidder, hereby declares that the only person or persons interested in the proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interests in the proposal of the contract to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties making bid or proposal and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The bidder further declares that he has examined the site of the work; that he has made sufficient investigations to fully satisfy himself that such site is a correct and suitable one of this work; and he assumes full responsibility therefore; that he has examined the specifications for the work and from his own experience or from professional advice that the specifications are sufficient for the work to be done and he has examined the other Contract Documents relating thereto, including the Notice to Contractors, instructions to bidders, proposal, contract, general conditions, and he has read all addenda prior to the opening of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this proposal pertains.

The bidder proposes and agrees, if this proposal is accepted, to timely contract with the District in the form of a contract specified to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the proposal and contract, and called for by the specifications and in the manner specified and to timely submit all required bonds and insurance certificates.

***NOTE: THIS SCHEDULE OF BID ITEMS IS MERELY ILLUSTRATIVE OF THE MINIMUM AMOUNT/QUANTITY OF WORK TO BE PERFORMED UNDER THE CONTRACT. IN THE CASE OF ANY CONFLICT BETWEEN THIS SCHEDULE OF BID ITEMS AND THE DETAILED SPECIFICATIONS, THE DETAILED SPECIFICATIONS WILL PREVAIL.***

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the contract form.



The bidder agrees to execute a contract and furnish the executed contract, all required bonds, insurance certificates, and other required information to District within five (5) calendar days after written notice of the award of contract. Failure on the part of the bidder to timely comply with this provision shall give District all rights and remedies set forth in section 2.16 of the Instructions to Bidders.

The undersigned agrees to accept full compensation therefore the total of the lump sum prices and extended unit prices items named in the following schedule. It is understood that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the contractor, based on the work actually performed as determined by the contract and the District. However, in utilizing the schedule, the bidder agrees that in no event shall compensation paid to the bidder under the contract exceed the dollar amount of the bidder's proposal amount.

It is intended that all work to be performed under this Proposal shall commence November 1, 2023.

**In the event the District exercises its option to renew the Contract, the second year's prices shall apply.**

In no event shall District be obligated to pay for work not performed or materials not furnished.

Bidder's Certificate of Competency No. \_\_\_\_\_

Bidder's Occupational License No. \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Agent

(SEAL)

## **DETAILED SPECIFICATIONS**

**SCOPE OF WORK** - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of water management areas as detailed below.

### **MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

#### **EXISTING FACILITIES**

**Exhibit “B” is a map showing the locations to be maintained by this contract.**

#### **DETAILED SPECIFICATIONS**

##### **1. General.**

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of area ponds, as depicted within Exhibits “A” and “B”, the size and locations of which shall be independently verified by Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit “A” accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses, Torpedo Grass, Hydrilla and other noxious or invasive weeds, including Thalia & Bull Rush, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem and will be treated accordingly to District satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, over take the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.
- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body, either on the surface or below it.
- The Contractor is required to make, at minimum, weekly visits to the site to ensure the success of the Aquatic Weed Control Program and to perform routine inspection of lake aerators to ensure continued operation, **to include monthly reports for non-working aeration**. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System and perform repairs, as needed, by proposal only.

**Required additional visits shall be made within 24 hours of request from the Districts Resident Project Representative.**

- Additionally, the operations shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species, as may be updated from time to time. (See Exhibit "C" attached)
- The Contractor is required to thoroughly maintain the wetland and wetland prairies at a **minimum** of two times per year and/or as maybe required to ensure compliance with permit, permit monitoring reporting and sound aesthetic management. Special care should be taken to ensure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.

**2. Aeration Maintenance.**

The Contractor will perform inspection and cleaning maintenance in accordance with the terms and conditions of this agreement. Inspections to include photo/date stamped documentation with each report.

- Semiannual (2) maintenance visits, as required (approximately once every 180 days). Additional cleanings will be billed at time and materials.
- Inspection and cleaning will be provided for all existing aeration systems.
- Compressor Services
  - Replace compressor head gasket, piston cups and/or vanes, as needed, to maintain required air volume and pressure output.
  - Adjust air manifold and pressure relief valves to insure optimal performance.
  - Replace external air filters twice per year.
  - Replace internal air filters once per year.
  - Clean muffler assembly and filter.
  - Check and adjust compressor, CFM and PSI calibrate pressure relief valve.
- Cabinet Services
  - Inspect and lubricate cooling fan.
  - Remove excessive grass/weed growth from around compressor cabinets(s) to maintain optimal air flow and operating temperatures.
  - Apply fire ant bait around cabinet, when necessary.
  - Clean cabinet interior.
  - Lubricate cabinet hinges and barrel lock.
  - Test and reset GFI circuitry.
    - Inspect Electrical equipment & ensure adjacent owners are not feeding off of the District's electrical supply
- Diffuser Services
  - Flex clean and adjust each diffuser assembly, for proper air flow and optimal performance.
- Air Line Services
  - Inspect and repair, airline supply tubing and fittings.

- Parts and special repairs are not included in this agreement. All repairs are to be done on a proposal basis only. Parts may be billed separately. No more than a 15% markup, with cost to contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

3. **Pond Bank, Prairies and Littoral Zone Maintenance.**

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands and wetland prairies within the Exhibit "B". However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed and which should be retained.

4. **Fixed Structures Inspection Reporting.**

The Contractor, shall review and report, annually, on the condition of the fixed structures within the stormwater ponds. The fixed structures shall include control structures, culverts and headwalls as identified on the exhibit map and may be updated from time to time. The annual inspection shall be completed during the month of May of each year (absolute low water conditions) and shall include, at minimum, the information required on the attached Fixed Structures Inspection Form (photo/time stamped required). Forms shall be completed and submitted by June 1<sup>st</sup> of each year.

5. **Miscellaneous Requirements.**

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government, during the term of the contract, the Contractor shall continue work using other approved chemicals or methods.
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor, unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to the top of the bank on each side where vegetation exists.
- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish kills and unnecessary impacts to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each pond and mitigation area on at least a bi-weekly basis.
- **Spike Rush must be maintained within 15 feet of perimeter shoreline at all times as routine maintenance to include but not limited to: Lakes 50, 52, 59, 62, 64, 66S, 67 thru 76 – All Lakes As Necessary.**
- **Lake 71 & 72 – At no times is Spike Rush allowed within these two ponds.**
- **At no time shall Spike Rush be allowed to encroach (close up) any lake within the community.**

6. **Reports.**

The Contractor shall email to the District, after each treatment, a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas.

7. **Payment.**

The Contractor will be paid on or about the 25th day of each month for work accomplished to the time schedule during the previous month. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

8. **Selection of Bid Items.**

In the event the bid prices exceed the funds available, the District reserves the right to delete certain items from the Schedule of Bid items before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the District.

9. **Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the **Tools, Plants and Equipment.**

If at any time before the commencement or during the progress of the work, the equipment appears to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve the character, to augment their number or substitute new equipment, as the case may be, and the Contractor shall conform to such order; the failure of the District to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract and to the satisfaction of the District.

10. **Inspection.**

The work will be conducted under the direction of the District and is subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the District, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor "Manager", not applicator, shall attend the Aquatic Management meetings at a time and date to be mutually determined (at a frequency of not less than once a month). A ride through of the maintenance areas will be done at this time to check progress and correct problem areas.

11. **Acceptance of Finished Work.**

As needed, the District will make final inspection of the work covered by this contract when it is completed monthly.

12. **Contract Drawings and Specifications**

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

13. **Qualifications.**

The Contractor shall be insured, licensed and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicators license.

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**10**





# M.R.I. Inspection LLC

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



CGC 1507963

## Name

Johnson Engineering Inc.  
Mark Zordan  
2122 johnson St.  
Fort Myers, Fl. 33901

## Proposal

## Project

Lake# 6 Repairs  
Lake Pipe extension

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

7/10/2024

4931

	Total
<p>This Proposal is to dredge out storm inlet located on Lake#6/Villorsi We will dredge out sand and material around lake end to extend this pipe out 5 feet, with the flange anchored and cemented to the concrete end wall. We will repair 2 areas that have been damaged with new feltand new rip rap rock We will extend the lake intake pipe 5' with the flange anchored and cemented to the concrete wall. Install And Replace Sod will be at \$2.25 Per Sq Ft.</p>	11,800.00

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** \$11800.00

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

Acceptance 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**

**11**



**Pesky Varmints, LLC**  
12385 Cecil Lane | Bonita Springs, Florida 34135  
239-353-7378 | peskyvarmintsfl@aol.com |  
www.peskyvarmintsfl.com

RECIPIENT:

**Mediterra Community Development District**  
C/O Wrathell, Hunt and Associates, LLC  
Attn: Chuck Adams

SERVICE ADDRESS:

C/O Wrathell, Hunt and Associates, LLC  
Attn: Chuck Adams  
Boca Raton, FL 33431

Estimate #1992	
Sent on	Jul 11, 2024
Total	\$0.00

Product/Service	Description	Qty.	Unit Price	Total
Iguana Removal	Iguana Removal/ Trip Charge \$49 Each Visit  Trip Charge for when our Team is on site monitoring for the removal of the invasive iguanas. The trip charge will be waived if/when iguanas are removed on that visit. If no iguanas are removed, the cost will be just the \$49 for the time of the Wildlife Technician on site.	0	\$49.00	\$0.00*
Iguana Removal	\$150 Per Iguana Removed  The Wildlife Technicians will monitor the areas around the lakes and preserves throughout Mediterra for the removal of the invasive iguanas and other invasive lizards. A report with pictures will be submitted after each catch. Trip charge of \$49 will be waived if/when iguanas are removed for the visit. If no iguanas are removed during the visit, then only the \$49 trip charge will be assessed. Iguanas can be removed with traps, catch pole, or air rifle in safe conditions only. It will be up to the Wildlife Technician on the manner of which it is removed based on the condition of when they are seen.  **We currently complete iguana control for the Master Association throughout the streets and communities.	0	\$150.00	\$0.00*
Repeat Client Discount	-10% Discount will be applied if 3 or more iguanas are removed on the same visit.	0	\$0.00	\$0.00*



**Pesky Varmints, LLC**  
12385 Cecil Lane | Bonita Springs, Florida 34135  
239-353-7378 | peskyvarmintsfl@aol.com |  
www.peskyvarmintsfl.com

<b>Total</b>	<b>\$0.00</b>
--------------	---------------

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**12**



June 20, 2024

Chuck Adams  
Director of Operations  
Wrathell, Hunt and Associates  
9220 Bonita Beach Rd, Suite 214  
Bonita Springs, FL 34135

Re:    **Mediterra CDD Pond Health 2023 Annual Sediment and Water Quality Summary**

**Task 2 – Dry Season Sediment Sampling**

The summary table below provides the results of the 2023 dry season sediment sampling of five (5) stormwater treatment ponds (L-24, L-35, L-37 L-52, and L-55) within the bounds of the Mediterra CDD.

**2023 Mediterra CDD Dry Season Sediment Sample Results**

Sample ID	Total Nitrogen (% Dry/Weight)	Total Phosphorus (% Dry/Weight)	Total Solids (% Dry/Weight)	Muck (inches)
L-24	0.196	0.039	46.5	7
L-35	0.219	0.039	43.2	2-4
L-37	0.110	0.026	50.3	2
L-52	Sample was not sent to lab; NO muck present			0
L-55	0.543	0.085	39.1	1-2

**Task 3 – Wet Season Water Quality Sampling**

The summary table below provides the results of the 2023 wet season water quality (WQ) sampling of four (4) outfall ponds (L-37 and L-52 to the north that discharge into Oak Creek and L-24 and L-55 to the south that discharge into the Cocohatchee River) and one (1) additional water treatment pond (L-35 that was selected by the CDD).

**2023 Mediterra CDD Wet Season WQ Sample Results**

Pond	Total Nitrogen (mg/L)		Total Phosphorus (mg/L)		Dissolved Oxygen (%)	
	10/19/2022	9/18/2023	10/19/2022	9/18/2023	10/19/2022	9/18/2023
L-24	No Discharge	0.38	No Discharge	0.01	No Discharge	No data
L-35	0.81	0.88	0.01	0.03	44	88
L-37	0.99	0.47	0.02	0.01	31	64
L-52	0.81	0.27	0.01	0.01	43	67
L-55	0.94	0.53	0.01	0.02	42	26
Threshold	≤1.27 <sup>(1)</sup>		≤0.05 <sup>(1)</sup>		≥38 <sup>(2)</sup>	

(1) Annual geometric mean not to be exceeded more than once in any consecutive 3- year period, 62-302.530, F.A.C.

(2) No more than 10% of the daily values shall be below the standard, 62-302.533, F.A.C.

BOLD = does not meet threshold

Please feel free to contact me if you have any questions regarding these sampling activities.

Sincerely,

JOHNSON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Abe Elizarraraz', with a stylized, sweeping underline.

Abe Elizarraraz  
Environmental Scientist

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**13**



## **Memorandum**

**To:** Board of Supervisors

**From:** District Management

**Date:** August 21, 2024

**RE:** HB7013 - Special Districts Performance Measures and Standards Reporting

---

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

## **Exhibit A:** Goals, Objectives and Annual Reporting Form

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

**Standard:** CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

---

District Manager

---

Chair/Vice Chair, Board of Supervisors

---

Print Name

---

Print Name

---

Date

---

Date

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2024**



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JUNE 30, 2024**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2013	Debt Service Series 2022	
<b>ASSETS</b>				
Cash				
Operating	\$ 926,464	\$ -	\$ -	\$ 926,464
ICS - BankUnited	25,000	-	-	25,000
BankUnited - 3474	692,347	-	-	692,347
Investments				
BB&T - CDARS	1,092	-	-	1,092
Series 2013				
Revenue		244,980	-	244,980
Reserve	-	75,000	-	75,000
Series 2022				
Principal	-	-	3	3
Prepayment	-	-	946	946
Revenue	-	-	284,515	284,515
Due from general fund	-	400	2,439	2,839
Due from MS 2022	62,387	-	-	62,387
Due from other	3,145	-	-	3,145
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 1,712,781</u>	<u>\$ 320,380</u>	<u>\$ 287,903</u>	<u>\$ 2,321,064</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 4,067	\$ -	\$ -	\$ 4,067
<i>Mediterra North</i>				
General fund	-	-	62,386	62,386
<i>Mediterra South</i>				
Due to debt service - series 2013	400	-	-	400
Due to debt service - series 2022	2,439	-	-	2,439
Total liabilities	<u>6,906</u>	<u>-</u>	<u>62,386</u>	<u>69,292</u>
<b>Fund Balances</b>				
Restricted for:				
Debt service	-	320,380	225,517	545,897
Assigned				
3 months working capital	268,067	-	-	268,067
Future fire mitigation clean-up	160,000	-	-	160,000
Unassigned	1,277,808	-	-	1,277,808
Total fund balances	<u>1,705,875</u>	<u>320,380</u>	<u>225,517</u>	<u>2,251,772</u>
Total liabilities and fund balances	<u>\$ 1,712,781</u>	<u>\$ 320,380</u>	<u>\$ 287,903</u>	<u>\$ 2,321,064</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 JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUE</b>				
Special assessment: on roll	\$ 3,330	\$ 1,354,037	\$ 1,352,268	100%
Interest and miscellaneous	2,706	17,431	-	N/A
Total revenues	6,036	1,371,468	1,352,268	101%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	1,076	7,966	9,900	80%
Management	4,164	37,480	49,973	75%
Accounting	1,392	12,525	16,700	75%
Audit	-	4,400	15,000	29%
Legal	1,205	8,521	10,000	85%
Field management	1,275	11,475	15,300	75%
Engineering	7,341	29,415	50,000	59%
Engineering-nature trail			100,000	0%
Trustee		4,031	10,000	40%
Dissemination agent	333	3,000	4,000	75%
Arbitrage rebate calculation			1,500	0%
Assessment roll preparation	417	3,750	5,000	75%
Postage	9	1,346	1,500	90%
Insurance	-	12,376	13,090	95%
Legal advertising	395	1,555	4,000	39%
Contingencies	1,341	3,681	2,500	147%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	18,948	142,611	309,553	46%
<b>Water management</b>				
Lake Maintenance	59,652	270,593	220,000	123%
Contractual services	2,385	13,560	42,500	32%
Aquascaping/cutbacks/pipe cleanout	-	5,500	100,000	6%
Fuel Load reduction of right of ways	-	-	129,000	0%
Lake bank erosion repairs	-	16,899	75,000	23%
Electricity	5,923	24,995	35,000	71%
Capital outlay- nature trail	-	900	100,000	1%
Aeration replacement and repairs	3,960	38,180	25,760	148%
Total water management	71,920	370,627	727,260	51%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	23	22,513	35,456	63%
Total other fees & charges	23	22,513	35,456	63%
Total expenditures	90,891	535,751	1,072,269	50%
Excess/(deficiency) of revenues over/(under) expenditures	(84,855)	835,717	279,999	
Fund balances - beginning	1,790,730	870,158	792,304	
Fund balance - ending (projected)				
Assigned				
3 months working capital	268,067	268,067	268,067	
Future fire mitigation clean-up	160,000	160,000	160,000	
Unassigned	1,277,808	1,277,808	644,236	
Fund balances - ending	\$ 1,705,875	\$ 1,705,875	\$ 1,072,303	

**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 JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 407	\$ 315,690	\$ 315,756	100%
Interest	1,305	14,939	-	N/A
Total revenues	<u>1,712</u>	<u>330,629</u>	<u>315,756</u>	105%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	180,000	180,000	100%
Interest	-	125,425	125,425	100%
Total debt service	<u>-</u>	<u>305,425</u>	<u>305,425</u>	100%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	8	7,559	11,512	66%
Total other fees & charges	<u>8</u>	<u>7,559</u>	<u>11,512</u>	66%
Total expenditures	<u>8</u>	<u>312,984</u>	<u>316,937</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	1,704	17,645	(1,181)	
Fund balances - beginning	318,676	302,735	283,219	
Fund balances - ending	<u>\$ 320,380</u>	<u>\$ 320,380</u>	<u>\$ 282,038</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 JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 2,451	\$ 828,956	\$ 827,957	100%
Interest	1,137	20,345	-	N/A
Total revenues	<u>3,588</u>	<u>849,301</u>	<u>827,957</u>	103%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	693,000	693,000	100%
Interest	-	124,762	124,773	100%
Total debt service	<u>-</u>	<u>817,762</u>	<u>817,773</u>	100%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	11	11,229	17,146	65%
Total other fees & charges	<u>11</u>	<u>11,229</u>	<u>17,146</u>	65%
Total expenditures	<u>11</u>	<u>828,991</u>	<u>834,919</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	3,577	20,310	(6,962)	
Fund balances - beginning	221,940	205,207	176,755	
Fund balances - ending	<u>\$ 225,517</u>	<u>\$ 225,517</u>	<u>\$ 169,793</u>	

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on June 20, 2024 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 (via telephone)	Vice Chair
Vicki Gartland	Assistant Secretary
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary

**Also present:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Wes Haber (via telephone)	District Counsel
Mark Zordan	District Engineer
Abe Elizarraraz	Johnson Engineering, Inc.
Andy Nott	Superior Waterway Services, Inc.
Bill Bowden	MCA General Manager
Mike Radford	MRI Inspection, LLC
Brenda Radford	MRI Inspection, LLC

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 9:01 a.m.

Supervisors Wheeler, Gartland, Henry and Greenberg were present. Supervisor Tarr attended via telephone.

**SECOND ORDER OF BUSINESS**

**Public Comments (3 minutes)**

No members of the public spoke.

40

41 **THIRD ORDER OF BUSINESS****Chairman's Comments**

42

43 Mr. Greenberg stated that he will take some agenda items out of order according to  
44 priorities and due to time constraints. It was noted that, while the incumbent Board Members  
45 have qualified for election at the November 2024 General Election, the information is not  
46 reflected on the Supervisor of Elections website.

47 **▪ Continued Discussion: RFP for Right-of-Way Fuel Load Reduction Services**48 **A. Project Manual**49 **B. Evaluation Criteria**

50 **This item, previously the Eighth Order of Business, was presented out of order.**

51 Mr. Zordan presented the Request for Proposals (RFP) for Right-of-Way Fuel Load  
52 Reduction Services. He stated that it was reviewed by District Counsel and that it is ready to be  
53 advertised, unless there are any edits or changes.

54 Mr. Greenberg complimented Mr. Zordan and District Counsel for putting together an  
55 excellent package. He stated that he emailed Ms. Willson to reiterate that he wants to avoid a  
56 debacle when the Board considers the proposals and Ms. Willson reassured him that the  
57 process will avoid such issues in the future.

58 Mr. Henry echoed Mr. Greenberg's comments and stated that he finds the RFP to be  
59 very professionally done.

60 Mr. Henry, Ms. Wheeler and Ms. Gartland had no issues with proceeding.

61 Mr. Tarr questioned the provision on Page 1 of the Public Notice, in which the proposal  
62 guaranteed a Bid Bond or a Cashier's Check for 5% of the proposal amount and asked if the CDD  
63 had that type of requirement before. Mr. Adams stated that provision is standard when  
64 publishing a Lake and Wetland Maintenance RFP.

65 Mr. Tarr stated that he found the proposal to be exceptionally well done and asked if  
66 the requirement referenced might deter some smaller entities from bidding. Mr. Adams stated  
67 that the requirement only applies to sealed bidding.

68 Mr. Tarr asked if a Protest Bond was associated with the lake contract that was  
69 awarded.

Mr. Haber stated if the CDD typically awards contracts below the \$195,000 estimated cost threshold, the CDD likely did not go through the formal RFP process in which the Bid Bond and the Protest Bond are part of the package. There is no legal requirement for those bonds but they are frequently used for higher-end projects with more formal RFP processes involving sealed bidding. The Board will choose the company it finds most qualified to do the work at the best price but they are not obligated to choose the lowest bid. The Evaluation Criteria give the opportunity to evaluate qualifications and price; if a lower priced bidder is chosen and backs out for some reason and the CDD must pay more to complete the job, the Bid Bond puts the obligation on another entity to make up the difference between the lower and the higher price. Bidders who are not awarded a contract have the right to file a protest; the Protest Bond is to cover the costs associated with a Bid Protest. While neither are required, they are often recommended for contracts of these sizes.

Mr. Tarr asked Mr. Haber if he thinks this requirement will deter bidders. Mr. Haber deferred to Mr. Adams. Mr. Adams stated, given the size of the companies proposing, the 5% is not a deterrent. It was noted that the funds go back to the bidders upon expiration.

**On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, the RFP for Right-of-Way Fuel Load Reduction Services, Evaluation Criteria and authorizing Staff to advertise, were approved.**

▪ **Discussion/ Consideration: MRI Inspections LLC Report & Proposals**

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

Mr. Radford presented the MRI Inspections LLC Report and Proposals and stated that the Report is lengthy and detailed and videos are also available. Some pipes that could not be inspected due to flow will be inspected in the coming weeks; however, the Report was submitted, as requested, in time for consideration at the meeting. The proposal submitted is based upon the 25% blockage cleaning threshold previously established. It was noted that changing the cleaning threshold to 30% blockage would bring the bid below the \$195,000 threshold that activates the need for the sealed bidding process. Very few structural repairs



100 were located; there are no breaches or cracks and the pipes seem to be in good shape in  
101 general.

102 Mr. Greenberg suggested the Board discuss whether to make a temporary or  
103 permanent change to the cleaning threshold.

104 Mr. Henry asked when the project would start and end. Mr. Radford stated the project  
105 is substantial and given the start of rainy season, he estimates it will take three to four months  
106 to complete; deferring until after the rainy season is not recommended because the divers  
107 need the water to access and move debris.

108 Discussion ensued regarding budgetary constraints, bifurcating the project into north  
109 and south phases, the scope of work and the bidding threshold.

110 Mr. Radford stated that he provided as much of a discount as possible and noted that  
111 extensive manpower is needed for much of the work.

112 Discussion ensued regarding use of unassigned funds, budgeting the project phases by  
113 County and the scope of work.

114 In response to Mr. Greenberg's question, Mr. Haber stated that a contract cannot be  
115 split into two contracts in order to circumvent the bid threshold. Raising the cleaning threshold  
116 to 30% for this year was discussed. Mr. Haber stated that changing the scope of the project is  
117 acceptable.

118 Ms. Wheeler expressed concern about increasing the blockage threshold to 30%. Mr.  
119 Adams stated the ROV inspection found the structural integrity to be in good condition.

120 Ms. Wheeler motioned to change the Board policy to clean pipes that are 30% or more  
121 occluded and to approve the contract to a not-to-exceed amount of \$195,000. The motion died  
122 due to lack of a second.

123 The Board and Staff discussed which other companies might submit competitive bids,  
124 the past storm, the current level of debris in the pipes and the long history of M.R.I. cleaning  
125 the pipes with a 25% blockage threshold. It was noted that projects have been executed in  
126 multiple phases in the past.

127 Mr. Greenberg voiced his opinion that the simplest solution is to raise the blockage  
128 threshold to 30% and set an amount not-to-exceed \$195,000. Mr. Henry and Ms. Gartland

expressed concern about not completing the bidding process. Mr. Greenberg stated that changing the scope of work is within the purview of the Board. It was noted that changes to scope are typical for budgetary reasons or for the sake of scheduling.

Mr. Radford stated that any of the cleanings excluded this year will be prioritized next year. He recommended not increasing the scope to exclude any areas beyond 30%.

Mr. Greenberg stated he would like the Board to reach a consensus on which option to approve, whether it be pursuing the RFP process with the current proposal, taking the risk and breaking the project up into two contracts to avoid having the project exceed the threshold that would require the RFP process, or changing the Board policy for cleaning from 25% to 30% blockage or leaving it up to future Boards to decide on the percentage. Mr. Greenberg stated the last option is his preferred alternative.

The Board and Staff discussed the alternatives and their preferences and discussed the reasons.

Mr. Greenberg voiced his belief that, historically, the pipes were blocked well over 50% before the policy to clean them was established three years ago. He noted that the issue can be added to the agenda next January so that it can be considered in greater detail.

Mrs. Adams stated that the rainy season is underway and, if the sealed bidding process is initiated, another bid cannot be considered by the Board until August.

Ms. Wheeler's previous motion to increase the cleaning threshold to 30% with a not-to-exceed amount of \$195,000 was withdrawn.

Asked if there is a chance of a cost increase while the project is underway, Mr. Radford replied no; the inspection was as thorough as possible. Mrs. Adams noted that the inspection was recorded on video.

Mr. Tarr asked if the project should be prioritized based on severity of blockage.

Discussion ensued regarding the report, excavation methods for a 500' section of pipes with root intrusion and the scope of work.

Mr. Radford stated that divers do not go past the 50' mark due to the danger to divers and stated, if he did not believe the goal could be accomplished with the methods outlined, he

would have proposed different methods. He sees no pipe issues and does not anticipate the need for pipe replacements, pipe repairs or mud work as has been done in previous years.

Mr. Greenberg suggested amending the earlier motion to address Collier County first, as it is the biggest part of the proposal, and it will allow Lake 8 to be treated first.

Mr. Tarr expressed concern about pipes that could not be inspected, given past issues, and noted the need to work those pipes into the project. Mr. Radford stated that the flow in those pipes is so significant and the pipes appeared fairly clean; therefore, he does not anticipate any issues and will honor the price given, should anything be needed.

**On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, dividing the project into Phase 1 Collier County and Phase 2 Lee County, with the second phase immediately following the first phase, cleaning areas that are 25% or more occluded and providing for the Board to evaluate the completed Phase 1 work before proceeding with Phase 2, and adjusting any additional cost considerations, was approved.**

▪ **Continued Discussion: Fiscal Year 2024/2025 Proposed Budget**

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

Mr. Adams presented the proposed Fiscal Year 2024/2025 budget and stated he made the revisions discussed at the last meeting to keep assessments the same, year over year. It was noted that the budget spreadsheet will be corrected; Fiscal Year 2025 on-roll net assessment levy will increase to \$1,352,268 and total revenues will increase to \$1,382,268. The excess of revenues over expenditures will increase to \$119,619, Unassigned Fund Balance will increase to \$963,413 and the ending Fund Balance will increase to \$1,314,075.

Mr. Tarr voiced his opinion that the interest rate is too high. Mr. Greenberg stated the current interest rate is 4.75% indexed to the 10-year Treasury note. No change was made.

Mr. Henry suggested reducing Unassigned fund balance in next year's budget.

The Board and Staff discussed unassigned funds, assessments and increase to fund balance.

Mr. Tarr expressed concern that the proposals for Mr. Radford's work and fire prevention are not budgeted for in the current budget.

Discussion ensued regarding those projects to be funded by the Unassigned fund balance and the Unaudited Financials.

Ms. Gartland supports discussing a reduction to assessments next year. She asked for the "Total expenditures and other uses" line item, on Page 2, to be bold, all capitalized and not indented.

Mr. Henry suggested several revisions to the underlining and placement of the totals and subtotals on Page 2. Mr. Adams will see if such revisions can be made.

**On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the adjusted and amended Fiscal Year 2024/2025 Proposed Budget, as discussed, was approved.**

Mr. Willis distributed three handouts that were not included in the agenda, including the Aquatics Update, the Crosscreek proposal for aeration and fireball cabinets and a scope comparison for the Crosscreek and Superior Waterways proposals.

#### **FOURTH ORDER OF BUSINESS**

#### **Update: Aquatics Report - June 2024**

Mr. Willis presented the Aquatics Report, which was not included in the agenda. He noted the following:

- Lake 65 had a significant algae bloom; aggressive treatment was applied and significant improvement was observed. The aeration is being monitored to ensure proper operation.
- Lake 50 is in the vicinity of a construction site, and an unauthorized trench was dug to drain water from the site. The Construction Superintendent was contacted and addressed the issue the same day. Crosscreek will continue monitoring the area.
- Aeration repairs are underway in several areas.

Mr. Greenberg noted that Lake 65 is next to the north wall just west of Terrazzo, between Terrazzo and Amarron.

#### **FIFTH ORDER OF BUSINESS**

#### **Discussion/ Consideration: MRI Inspections LLC Report & Proposals**

221  
222 This item was presented following the Third Order of Business.

223  
224 **SIXTH ORDER OF BUSINESS** **Discussion/Consideration: Aeration**  
225 **Cabinet Replacement/Fire Suppression**  
226 **Install Proposals**  
227

228 Mr. Willis presented the scope comparison for the Crosscreek and Superior Waterways  
229 proposals. He noted that the Superior Waterways per unit cost for installation of 6" fireballs  
230 should be corrected to reflect the cost as \$100 per unit.

231 Mr. Greenberg noted that Crosscreek charges \$163 per unit.

232 Mr. Greenberg stated the total cost of the Crosscreek proposal is \$110,804.43.

233 Mr. Adams stated the Superior Waterways proposal is \$87,378.

234 Mr. Nott stated the additional \$4,750 in optional costs identified during the assessment  
235 represent additional repairs to platforms for aerators in low lying areas prone to flooding. The  
236 consensus was that this should be excluded as it is out of the scope of work and will be  
237 considered separately.

238 Ms. Wheeler asked if the CDD would get credit for aerator cabinet scrap metal. Mr. Nott  
239 stated that, while the cabinets are not used for scrap metal due to labor costs, he will reuse any  
240 cabinets elsewhere on CDD property whenever possible.

241 Mr. Henry asked if the purpose of the project is to accommodate the 6" fireballs and  
242 asked why the entire project is being done now if the 4" fireballs do not yet need replacement.

243 The Board and Staff discussed the need to protect conservation areas, whether to adjust  
244 the scope of work and wait to replace the 4" fireballs early, previous fires in the conservation  
245 areas and the Board's direction to install fireballs in every cabinet.

246 Ms. Wheeler believes the Board's decision is to put fireballs in all cabinets, even those  
247 not in proximity to conservation areas with a lot of combustible materials.

248 Mr. Greenberg noted the Board's concern and expressed support for completing the  
249 entire project, consistent with the fuel load reduction plan, to minimize the risk to the  
250 community and the preserves from possible fire. Asked if all must be done now, he replied no,  
251 but there is also a cost associated with mobilization.

Mr. Nott responded to questions and described installation and system reconfiguration processes. Asked if scope of work changes would affect the price, he stated that he would have to check prices, as increases are anticipated in the coming year. The manufacturer advised that they discontinued the 4" fireball but they have no plans to discontinue the 6" fireballs.

The discontinuation of 4" fireballs, the useful lifespan and the value of the fireball warranty, technical specifications of vane and piston compressors and equipment, capacity of cabinets and installation processes were discussed.

**On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, accepting the Superior proposal, less the optional work at this time, was approved.**

Mr. Greenberg commended Mr. Nott on his thorough and responsive proposal.

It was noted that the public bid opening scheduled for July 29, 2024 does not require Board attendance. The meeting will be run by Mr. Zordan, the District Engineer. Members of the public can attend.

#### **SEVENTH ORDER OF BUSINESS**

**Continued Discussion: Fiscal Year  
2024/2025 Proposed Budget**

This item was presented following the Third Order of Business.

#### **EIGHTH ORDER OF BUSINESS**

**Continued Discussion: RFP for Right-of-Way Fuel Load Reduction Services**

**A. Project Manual**

**B. Evaluation Criteria**

This item was presented following the Third Order of Business.

#### **NINTH ORDER OF BUSINESS**

**Update: 2023 Annual Sediment Sampling & Water Quality Testing Summary Report**

Mrs. Adams distributed the 2023 Annual Sediment Sampling & Water Quality Testing Summary Report, which was not included in the agenda.

Mr. Elizarraraz apologized for the lateness of the Report and introduced himself as the new Project Manager, moving forward. He presented the Report dated June 20, 2024 and responded to questions. Dry season sediment samples were collected from stormwater treatment Ponds L-24, L-35, L-37, L-52 and L-55 in 2023. Four of the five ponds had muck present; total nitrogen and total phosphorus results were fairly low.

Mr. Greenberg asked for L-24 Coco 2 to remain on the Report, as a pipe collapse occurred. Mr. Elizarraraz stated that the Report is in a one-page Summary format as previously requested and asked if that is desired, given that more detail is available.

Mr. Greenberg stated he likes the Executive Summary Report; he asked for year-over-year information to be provided in the future, as well as the Executive Summary Report.

Asked about the dissolved oxygen in Lake 37, Mr. Elizarraraz stated that was below the recommended threshold last year and, this year, Lake 55 was below the threshold. It does not mean a critical issue exists, as it could result from the location sampled. Mr. Greenberg noted that is one more reason that year over year reports are needed.

Asked if the lake meets the State's Class III Certification, Mr. Elizarraraz replied affirmatively. He discussed Florida's freshwater standards in CDD ponds and surrounding waters.

Mr. Greenberg stated this means that Mediterra is not contributing to any environmental damage in the discharge creeks; as Class III bodies of water, Mediterra's ponds are suitable for recreational use, including fishing. The ponds are in very good shape.

Discussion ensued regarding water quality measurements and the need to monitor the Reports. It was noted that the composition of muck matters more than the quantity.

Asked how major rain events affect dissolved oxygens, Mr. Elizarraraz stated it would depend upon the intensity of the rain event. He noted that turbidity can increase aeration; he recalled that Lake 37 has a surface fountain but aerators do more to improve oxygenation.

▪ **Discussion: Lake Bank Erosion**

**This item was an addition to the agenda.**

Mr. Greenberg referred to a map and discussed lake bank erosion in need of repair in Villoresi, near Lake 6. The lake runs north to south and erosion is occurring at a drain structure at the southern end. Mrs. Adams stated the erosion and failed riprap is a warranty matter.

Mr. Greenberg stated that Staff and vendors are aware of the issue; residents can rest assured that it is a warranty matter that will be promptly addressed.

Discussion ensued regarding the possible causes of the erosion, the Corso issues, riprap that is being repaired and a storm grate that was covered with pine needles.

▪ **Discussion: Medici Remediation Project on Lake 22**

**This item was an addition to the agenda.**

Ms. Wheeler commended MRI on its work on what turned into a huge project. Sod was installed multiple times and repeatedly died after being submerged.

Discussion ensued regarding new sod installed to control that did not take root.

Mr. Greenberg stated his opinion that it is a policy debate, as to whether the CDD should restore the sod above the control line. Mr. Henry voiced his opinion that the CDD should not perform lake restorations during the rainy season for this reason and only perform lake bank restoration during the dry season.

Mr. Tarr discussed challenges that MRI faced following a perfect first application of mat and remediation. A heavy rain storm deposited over 1" of rain on the lake bank within 15 minutes on the day of the new sod installation. The sod installers saw the washouts and the owner of the company decided to have his crew fix it by cutting the mat up with shovels borrowed from irrigation crews working on the lake bank. Medici later discovered multiple houses adjacent to the lake bank that violated Design Review Committee (DRC) guidelines with stormwater drain pipes above ground, in violation of guidelines which require drain pipes to drain into the lake. Mr. Tarr stated, when he was Chair of the Mediterra Architectural Review Committee (ARC), no applications addressed stormwater issues. As such, he negotiated with MRI to cure all the drainpipe issues at a cost of \$1,000 per home. After the sod was pulled up, MRI removed the old damaged mat and did a different process to force water through the mat rather than under the mat, thus remediating the lake bank twice. He voiced his opinion that, because the CDD did not obtain timely bids months earlier and delayed approving the project,



the project was pushed much closer to rainy season. He believes that Mr. Radford lost money on this project and stated that Medici spent \$9,000 to repair the issue and spent \$3,000 to repair irrigation. He stated that Medici spent \$12,000 and voiced his opinion that, when water returns to control level, Medici will have a disaster with many pallets of dead grass. He feels that the project could have been completed sooner if bids were obtained and approved earlier.

Mr. Greenberg thinks this is not worth debating; the point is that the CDD Board operates in its budget cycle and its vendor cycle, as a Board.

Mr. Tarr argued that MRI lost money and Medici spent a lot of money to cure issues yet Medici now faces dead grass.

Mr. Greenberg stated the Board does not have to rush to make a policy decision or approve a vendor contract. He understands that, if the contract had been approved three months earlier the Board might not face this problem now; however, he is not willing to accept responsibility that the Board needed to rush so that a contractor could do the job before an unexpected, excessively heavy rain storm. He thinks that the policy matter is whether the CDD can consider this a "one off" and have it never happen again; he is willing to say the CDD would like to contribute to help Medici but he is not willing to create a precedent.

Mr. Greenberg stated the Board is now sensitive to the issue and suggested Ms. Wheeler ask him to add the subject to the agenda at the appropriate time when she is ready.

Ms. Wheeler suggested October. Mr. Greenberg voiced his opinion that pricing should be obtained in advance.

Ms. Wheeler thinks the CDD Board should be aware that homeowner sprinklers will not water the grass to the control line. She suggested the HOA be advised accordingly. Mr. Radford stated that most CDD irrigation is not set up to water to the control line. Mr. Greenberg pointed out that this is not a CDD issue; the MCA can be asked to send a notification.

Discussion ensued regarding the erosion mat warranty, the need to advise homeowners of their responsibility to extend pipes into the lake and Staff documentation of issues and communications to residents including approved vendors for remediation. It was noted that, when homeowner repairs are required, they must be completed before CDD remediations are done. Issues with incomplete and faulty repairs were discussed.

Mr. Greenberg asked Mr. Haber to determine if the CDD has the authority to remediate and perform the repair should a resident's property cause damage to CDD property, and then enforce collection of the cost. It was noted that solutions will not be one size fits all and that, if two homeowners blame washout on each other, the CDD will not mediate the problem.

Ms. Wheeler stated that a homeowner reported a pipe floating in the lake. Mr. Radford will look into it.

**TENTH ORDER OF BUSINESS****Acceptance of Unaudited Financial  
Statements as of March 31, 2024**

- **2024 Operations Financial Impact Analysis**
- **Breakdown/Summary Report**

**On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the Unaudited Financial Statements as of March 31, 2024, were accepted.**

**ELEVENTH ORDER OF BUSINESS****Approval of May 15, 2024 Regular Meeting  
Minutes**

Mr. Greenberg presented the May 15, 2024 Regular Meeting Minutes.

**On MOTION by Ms. Wheeler and seconded by Mr. Henry, with all in favor, the May 15, 2024 Regular Meeting Minutes, as presented, were approved.**

**TWELFTH ORDER OF BUSINESS****Staff Reports****A. District Counsel: Kutak Rock LLP**

- **Continued Discussion: Insurance Policy**

This item was discussed below.

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

- **Continued Discussion: Maintenance Responsibilities for Mediterra Outfalls**

This item was discussed below.

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

- **2024 Operations Financial Impact Analysis**
- **Breakdown/Summary Report**
- **NEXT MEETING DATE: August 21, 2024 Public Hearing and Regular Meeting at 9:00 AM**
- **QUORUM CHECK**

This item was discussed below.

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

Mr. Willis stated the Lake Audit is two-thirds completed and he anticipates it to be completed next week. A report will be submitted for the agenda. The Florida Power & Light (FPL) boxes are not a CDD responsibility; as the audit progresses, boxes in disrepair will be reported.

- **Key Activity Dates Report**

The April 2024 Key Activity Dates Report was included for informational purposes.

- **Continued Discussion: Insurance Policy**

**This item, previously Item 12A, was presented out of order.**

Mr. Haber stated Ms. Willson followed up with the insurer; an email was sent to advise that the CDD's stormwater management system is not an insurable asset for the CDD's property insurance policy. He will work with Staff to ensure that every insurable asset is included.

Discussion ensued regarding insurance policies.

Mr. Greenberg stated there is no statutory requirement for the CDD to have such insurance; the CDD has the option to do so, as a matter of Board policy.

- **Continued Discussion: Maintenance Responsibilities for Mediterra Outfalls**

**This item, previously Item 12B, was presented out of order.**

Mr. Zordan presented the Major Outfalls Structures #1 & #2 Inspection Report. He stated that the bubble up structure on the south side of Veteran's Memorial Boulevard is the CDD's responsibility; repairs should wait until the dry season.

Mr. Zordan stated that Collier County engaged Johnson Engineering to replace two outfall structures on the south side of Imperial and to modify four other structures. The project is at 60% in the design phase and expected to be completed late this year. Collier County is to provide the funding.

Mr. Greenberg stated that a proposal for repairs is needed for the dry season.

Discussion ensued regarding the map of outfall structures and the need for proposals for work to be performed during the dry season.

#### **THIRTEENTH ORDER OF BUSINESS**

#### **Action/Agenda or Completed Items**

The consensus was that Staff will update the Action Items.

#### **FOURTEENTH ORDER OF BUSINESS**

#### **Old Business**

Mr. Greenberg stated that phone participants were unable to participate, as they had an incorrect phone number. Mr. Adams stated that residents can utilize the conference number as long as they do not abuse it. Mr. Greenberg stated he would like to allow Zoom and audio participation. Mr. Willis will address this request.

#### **FIFTEENTH ORDER OF BUSINESS**

#### **Supervisors' Requests**

Mr. Tarr voiced his opinion that the cane toad program has been successful and asked if a similar need for iguana control has been observed.

Mr. Adams stated a proposal will be requested for consideration.

#### **▪ NEXT MEETING DATE: August 21, 2024 Public Hearing and Regular Meeting at 9:00 AM**

#### **○ QUORUM CHECK**

**This item, previously part of Item 12C, was presented out of order.**

The Board and Staff discussed the need for quorum at the August meeting. Ms. Wheeler and Ms. Greenberg will attend in person. Mr. Tarr, Mr. Henry and Ms. Gartland planned to attend via telephone. The consensus was that Ms. Gartland will fly in for the Board meeting.

465 **SIXTEENTH ORDER OF BUSINESS** **Public Comments (3 minutes per speaker)**

466

467 No members of the public spoke.

468

469 **SEVENTEENTH ORDER OF BUSINESS** **Adjournment**

470

471 **On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the**  
472 **meeting adjourned at 11:34 a.m.**

473

474

475

476

477

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

478

479

480

481

482 

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**A**

Hi Alyssa,

I hope you are doing well! The current coverage and liability limits of Mediterra align with those of most districts of similar size, operations, and gross operating expenses. We assess potential liability exposure of a district by considering several factors:

- Operations
  - What is the District responsible for?
  - Ownership or maintenance duties
  - What is being done by the District vs what is being outsourced to vendors or other 3rd parties
  - Risk Transfer – are the vendors agreeing to indemnify the District and is the District being added to their policy as additional insureds?
- Gross and Net Operating Budget
- Contractual Exposures (Example of an outlier District- Midtown Miami, which is also managed by Wrathell Hunt and Associates)
- Commercial Exposures
- Size of the District (both in acres and housing units if it's a CDD)
- Claims History
- Total Insured Value of Property

Upon reviewing the adopted budget and some of the meeting minutes for this district, nothing stood out that would necessitate higher liability limits. It's worth noting that this district currently does not have a property policy, so I assume they do not own any insurable assets or have an insurable interest in any buildings or structures.

I recommend allowing our Loss Control team to conduct a site visit. We try to visit every District every 3 years, but it does not appear that we have ever conducted a site visit at Mediterra. Our Loss Control team can provide recommendations to help the district mitigate their risk and identify any potential property that could or should be insured. I am attaching an example of a report they completed for Ave Maria for your reference. I see that the Mediterra board meeting is on June 20th, I can't make any promises, and I would need to check with our Loss Control team, but if we are able to visit the District next week, we might be able to have the report ready by 6/20. Please let me know if you have any questions or if you would like to discuss this further over a call. I will be attending a conference next week, but I am available tomorrow afternoon.

Thanks,

Andy

**Andy Jiménez AIC AIS**  
**EVP, Risk and Trust Operations Egis**  
**Insurance & Risk Advisors** Direct:  
(321) 323.0042  
Mobile:(321) 262.5925  
Email: [AJimenez@egisadvisors.com](mailto:AJimenez@egisadvisors.com)





# FLORIDA INSURANCE ALLIANCE



## Ave Maria Stewardship Community District

**Date of Visit:** Monday, October 23, 2023 at 10:00 AM

**District Manager:** Todd Wodraska, [twodraska@sdsinc.org](mailto:twodraska@sdsinc.org)

**Operations Director:** Sal D'Angelo III, [sdangelo@amscd.org](mailto:sdangelo@amscd.org)

**Address:** 5080 Annunciation Cir., Ave Maria FL 34142

**Egis Attendees:** Ryan Rupnarain, Sr. Manager - Loss Control;  
Charlen Wade, Loss Control Consultant

## Visit Overview

The purpose of the visit on the above referenced date was to allow our team to review the Ave Maria Stewardship Community District from a risk management perspective. While on site, we had the opportunity to review the insured property schedule and made note any necessary updates. The visit also allowed us to support the district's loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those recommendations are included in this letter. While we did not have the opportunity to observe all areas owned and/or maintained by the district, we feel that the areas we were able to observe are representative of the general condition of the property.

## District Summary

Ave Maria Stewardship Community District was established in 2004. It was created as a limited, single, and specialized local government that provides infrastructure, including community development systems, facilities, services, projects, and improvements to the community. There are approximately 10,805 acres within district boundaries including 5,000 housing units with the expected completion amount being approximately 15,000 units. There are currently 12 different homeowner associations and a Master Association. The community consists of a town center circling the Ave Maria Catholic Church with adjacent fitness center, grocery store, café, restaurants, and retail areas.

## District Ownership and Maintenance Responsibilities

Four major roads are owned by the district including: Ave Maria Blvd., Pope John Paul II Blvd., Annunciation Ct., and Anthem Parkway. They are also responsible for maintaining irrigation systems and infrastructure elements which include reclaimed water storage, supplemental wells, pumps, and transmission facilities as well as landscape improvement within the district roadways and community entrances.

## Loss Control Observations

Recommendations below have been placed into categories based on the likelihood and severity potential of each exposure and related losses. Placement may also be based on lessons learned from claims experience with similar districts and loss sources.

## Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the district's overall risk management program.

- Sidewalk inspection is done on a regular schedule and areas for improvement are tagged with high visibility spray paint.
- Streetlights are tagged when they have malfunctioned for the electric utility's provider is able to fix.
- Golf cart path signage is displayed throughout the community.

## Critical Recommendations

**Critical** recommendations are associated with exposures and hazards that represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution and review by FIA's Risk Services team as indicated in the recommendation description.

- There were no critical recommendations at this time.

## Important Recommendations

**Important** recommendations are provided to address exposures that if not corrected, have the potential to result in significant injury or property/liability losses.

- Risk transfer
- Motor vehicle review

<p><b>Risk Transfer</b> – Given the various relationships with the Master Association, multiple HOAs, and outside vendors including but not limited to landscapers, the district may be presented with multiple risk exposures. This largely depends on how written agreements are worded along with the corresponding insurance requirements of these other organizations.</p>	<p>A best practice is to always have district legal counsel review these agreements, appropriate certificates of insurance (with corresponding additional insured status) and levels of coverages to verify the district is adequately protected, especially for operations they are not responsible for. Another example is by clarifying traffic control/MOT responsibilities in contracts with vendors operating on district roads. Please review the attached Risk Transfer handout and feel free to contact us to also review any agreements, certificates, etc. to verify the district is protected.</p>
<p><b>Motor Vehicle Review</b> - Monitoring the district drivers' MVRs is an important step in reducing the chance of an accident and improving the district's loss experience.</p>	<p>Consider MVR monitoring as due diligence for assuring that your drivers meet the standards you have established for safe performance of their jobs. As a best practice, the review process should take place as part of the hiring process and annually thereafter. The scoring tool that accompanies this letter may be used to evaluate a driver's fit for the district.</p>

## Advisory Recommendations

**Advisory** recommendations are provided to address exposures that while having the potential for loss, would not normally result in a significant or severe loss. These recommendations are typically provided to share best practices.

- District responsibilities with the county
- Golf cart responsibilities
- Lake signage uniformity

<b>District Responsibilities with the County</b> – Responsibilities in which the county requires the district to uphold for permitted events such as a 5K charity race or other events are not clearly defined. Especially events that require district road closures.	<b>Recommendation</b> – Consider contacting the county to provide further clarification of what the district’s responsibilities are for these permitted events.
<b>Golf Cart Responsibilities</b> - This district allows golf carts within the community and does visual checks as well as ensuring appropriate insurance requirements are met as part of the process of registering the golf carts with the district.	Consider clarifying the responsibilities that the Master Association has related to reviewing golf carts on behalf of the district prior to the issuance of the registration.
<b>Lake Signage Uniformity</b> – Signage was seen adjacent to some lakes but the location and presence of the signage were not consistent throughout the remaining observed lakes.	Consider adding signage to ponds that are adjacent to areas with high pedestrian traffic including sidewalks and trails. Signage should prohibit swimming, boating, fishing (if district policy) and warn of wildlife in the area such as alligators and snakes.

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**C**



## Mediterra CDD

2024 Operations Financial Impact Analysis

7.30.24

<u>Operations Account</u>	<u>Budget</u> <u>FY 2024</u>	<u>Encumbered</u> <u>FY 2024</u>	<u>Variance</u> <u>FY 2024</u>	<u>Notes</u>
Lake Maintenance Contract	\$ 220,000	\$ 392,735	\$ (172,735)	
Other Contract Services	\$42,500	\$ 37,530	\$ 4,970	Cane Toad Removal/ Water quality testing/Lake 52 Bacteria Applications
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 53,700	\$ 46,300	ROV Pipe Inspections & clean out projects
Conservation area fire mitigation	\$ -	\$ -	\$ -	
Fuel Load reduction right of ways	\$ 129,000	\$ 215,011	\$ (86,011)	Agenda item for June
Lake Bank - Erosion Repairs	\$ 75,000	\$ 115,947	\$ (40,947)	Lake 6 and Lake 13 + Lakes 15, 22 & 43
Electricity	\$ 35,000	\$ 3,135	\$ 31,865	
Capital Outlay: nature-trail	\$ 100,000	\$900	\$ 99,100	Priority Marketing Resident Survey balance due
Aeration Repairs and replacements	\$ 25,760	\$ 47,923	\$ (22,163)	
	\$ 727,260	\$ 866,881	\$ (139,621)	

## **Mediterra Breakdown July 30, 2024**

### Summary:

#### **Water Management/Contract Services:**

Contract Services Lake & Wetland	\$349,365.00 (expires 10/31/25)
Initial Cleanup (Superior)	\$ 31,500.00 (Superior Waterway)
Monthly Maintenance Services	\$ 7,500.00 (Superior Waterway Oct. Services)
Lake 57 Removal of Cabbage Palm	\$ 295.00 (Lake Bank removal)
GC Hole #6 North Dead Pine Trees	\$ 1,300.00
Conservation 4AS Dead Pine Trees	\$ 1,750.00 (Cintron completed 2.14.24)
Conservation 4-B Dead Pine/Palm	\$ 425.00 (Cintron)
Conservation 4-B Removal of Palm	\$ 600.00 (GulfScapes)

#### **Other Contract Services:**

Cane Toad Removal Project	\$ 19,650.00 (expires 11/30/24)
Water Testing	\$ 12,180.00
Lake 52 bacteria applications	\$ 5,700.00

#### **Aqua/cutbacks/pipe inspections/cleanout:**

Annual Pipe Cleanout Project	\$53,700.00
Pipe Repairs	\$
Littoral Plantings Project	\$

**Note:** As approved during the June Board meeting, the Structure Cleaning projects of \$215,800.00 will be completed during the 2024/25 Fiscal Year Budget.

#### **Lake Bank Erosion Repairs:**

Bank Restoration	\$16,475.00 (Lakes 13 & 6)
Bank Restoration	\$99,472.00 (Lakes 15, 22 & 43)

#### **Other Contract Services:**

**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.

Water Testing/Sampling of four outfall ponds (Lake-24, Lake 35, L-37, L-52 & L-55) performed during the month of September (wet season); and February thru May (dry season).

**Aqua/cutbacks/pipe inspections/cleanout:**

**Note:** Annual Pipe Inspections and cleanout: Includes \$48,200 for ROV inspections of all pipes and executed on December 7, 2023. Plug and dewatering of connecting pipe Lake 6 to Lake 1 (structures 246 & 247) \$4K; as well as removal of bricks from Lake 21 structure 53 \$1,500.00 and completed on December 14, 2023.

**Fuel Load Reduction Of Right of Ways:**

As approved during the June Board meeting, and is an agenda item for Board Discussion/Consideration during the August meeting.

**Lake Bank Erosion Repairs:**

**Note:** Bank Restoration/Sod Installation of Lake 13 (\$4,250.00) and completed November 6th. Bank Restoration/Sod Installation of Lake 6 (\$12,225.00).

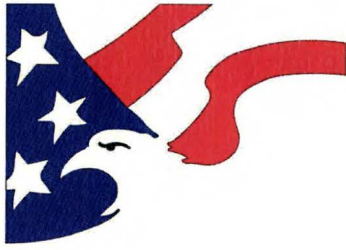
**Note:** Bank Restoration/Sod Installation for Lakes 15, 22 & 43 approved April 17, 2024 and to be completed by MRI Construction. (\$99,472.00)

**Aeration Repairs:**

Inspection Report Submitted 7/23	\$17,067.00
Inspection Report Submitted 11/2023	\$14,736.00
Aeration Repairs Submitted 1/24	\$ 1,175.00
Aeration Repairs Submitted 1/24	\$ 1,525.00
Aeration Repairs Submitted 3/24	\$11,495.00
Aeration Repairs Submitted 6/24	\$ 1,925.00

**Note:** As approved during the June Board meeting, The Phase II installation of 24 cabinets/Elide Fire Balls project of \$99,859.99 will be completed during the 2024/25 Fiscal Year Budget.





**Melissa R Blazier**  
**Supervisor of Elections**  
**Collier County, Florida**

April 15, 2024

Ms Daphne Gillyard  
Mediterra CDD (Collier)  
2300 Glades Rd Suite 410W  
Boca Raton FL 30431

Dear Ms Gillyard,

In compliance with 190.06 of the Florida Statutes, this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 833 active registered voters residing in the Mediterra CDD (Collier) as of April 15, 2024.

Should you have any question regarding election services for this district please feel free to contract our office.

Sincerely,

David B Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
3750 Enterprise Avenue  
Naples FL 34104  
(239) 252-8501  
Dave.Carpenter@colliervotes.gov

# WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W  
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2024

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2024
Babcock Ranch	0
Bay Creek	792
Bayside Improvement	3,068
Beach Road Golf Estates	1,339
Brooks I of Bonita Springs	2,253
Brooks II of Bonita Springs	1,518
Coral Bay	81
East Bonita Beach Road	647
Mediterra	446
Parklands Lee	565
Parklands West	592
River Hall	2,860
River Ridge	1,456
Saltleaf CDD	0
Savanna Lakes	82
Stonewater	226
Stoneybrook	1,740
University Square	0
University Village	0
Verandah East	997
Verandah West	1,014
Waterford Landing	1,512
WildBlue	864

Send to: Daphne Gillyard [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Bella Vita I Room at the Sports Club at Mediterra 15735 Corso Mediterra Circle, Naples, Florida 34110</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Regular Meeting	9:00 AM
November 20, 2024	Regular Meeting	9:00 AM
December 4, 2024*	Regular Meeting	9:00 AM
January 15, 2025	Regular Meeting	9:00 AM
February 19, 2025	Regular Meeting	9:00 AM
March 19, 2025	Regular Meeting	9:00 AM
April 16, 2025	Regular Meeting	9:00 AM
May 21, 2025	Regular Meeting	9:00 AM
June 18, 2025	Regular Meeting	9:00 AM
August 20, 2025	Public Hearing & Regular Meeting	9:00 AM

**\*Exception**

*The December meeting date is two (2) weeks earlier to accommodate the holidays.*

**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**  
**D**

# MEDITERRA CDD

## Key Activity Dates

### Updated: August 2024

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.	2/24 thru 11/2024
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	Feb./May/ August 2024
Lake & Wetland Contract	SOP	N/A	Executed Contract Agreement with EarthBalance for Lake and Wetland Services. Includes an automatic second year renewal unless the Board considers terminating.	11.1.23 thru 10.31.24
Elide Fire Extinguishing 4" Ball (Standard Bracket) Phase I Project	SOP	N/A	Elide Fire USA Extinguishing 4" Ball - Are no longer in production.	2/2023 install date
Elide Fire Extinguishing 6" Ball (Standard Bracket) Phase II Project to include the installation of 24 Cabinets	SOP	N/A	Project is scheduled to commence September 1, 2024. All work provided by the contractor shall be warranted for two (2) years. Manufacturer warranty is three (3) years; however they have indicated the fire balls last for five (5).	9/1/24 and to be completed 12/31/24
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.	April Agenda Item and Due 5/1/2025
Proposed Budget May 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.	May agenda item and due 6/15/2025

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.	7/1/2025 draft notice to Chairman & 7/7/25 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.	9/15/2024
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2024
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.	10/1/2024
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)	10/15/2024
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	11/30/2024
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.	12/3/2024
Laptop @ MCA	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)	4/15/2025
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. 2024: ROV Inspecting of all pipes/outfall structures. Approved in two Phases: Collier County to be completed as Phase I with Lee County to be completed as Phase II	8/2/24 thru 12/31/24 (weather permitting)
Water Testing/Sampling	SOP	N/A	Testing & Sampling of four outfall ponds (Lake - 24, 35, 37, 52 & 55) performed during the month of September (wet season); and February thru May (dry season).	September & February thru May annually
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. This is an August agenda item.	June/July 2024
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	6/1/2024
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
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. As discussed at the December 6, 2023 meeting; possible extension due to Hurricane Ian of 9/2022 to early 2029. 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 March 10, 2029

Ethics Training for Special District Supervisors	112.3142 requirements applied 2024		Supervisors will be required to complete four (4) hours of training each calendar year. For those seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. Ethics Training Website: <a href="https://ethics.state.fl.us/Training/Training.aspx">https://ethics.state.fl.us/Training/Training.aspx</a>	12/31/2024
Form 1 Filing - Statement of Financial Interest			Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. <a href="https://ethics.state.fl.us/">https://ethics.state.fl.us/</a> . File by July 1st following each calendar year in which they hold their position.	7/1/2025 annually
Goals, Objectives & Annual Reporting Form	SHB7013 Special Districts Performance Measures and Standards	Publish annually on the District's website	Starting October 1, 2024, or by the end of the first full fiscal year after its creating (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives.	12/1/2025
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.	The Bond Indenture refers to IRS rules which state an issuer must pay (an Arbitrage) rebate installment for computation dates that occur at least once every 5 years. Rebate payments are due within 60 days after each computation date. The final rebate payment for an issue is due within 60 days after the issue is discharged. See IRS Regulation Section 1.148-3(e) through (g).	

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**  
**STORMWATER PONDS AND APPROXIMATE LOCATION**  
 Last Updated 9.15.2022

L-1	Monterosso & Villoresi	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	Villoresi	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	<b>ACTION</b>	Move “Completed” items 6 months or older from the date moved to completed to the Archive List.	Admin Staff	X		
2	03.03.21	<b>ACTION</b>	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.	Board Mrs. Adams Mr. Willis	X		
3	03.03.21	<b>ACTION</b>	Email mtg agenda to Chair 3 days before sending to BOS.	Admin Staff	X		
4	03.03.21	<b>ACTION</b>	Review CDD website for accuracy & notify MCA GM of cancelled meetings/date changes to e-blast to residents.	Mr. Willis	X		
5	04.21.21	<b>ACTION</b>	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
6	04.21.21	<b>ACTION</b>	Add cloud link on website & upload record of proceedings. <b>11.16.22</b> Check status & provide update at 02/2024 meeting.	Webmaster	X		
7	01.19.22	<b>ACTION</b>	Work with MCA Manager to ensure Staff has an opportunity to proof communications before they are sent out.	Mr. Adams	X		
8	11.16.22	<b>ACTION</b>	Include Mr. Greenberg in email chain if fire incident happens so he can alert the Board.	Mr. Bowden	X		
9	08.16.23	<b>ACTION</b>	Revisit Lake Audit Report and add ID to each Evaluation Sheet, as well as correct typo in the Memorandum.	Mr. Willis	X		
10	10.18.23	<b>ACTION</b>	Record Consent to Use of Easement Agmt w Club. <b>12.06.23:</b> Agmt submitted to The Club for comments/execution.	Mr. Adams	X		
11	10.18.23	<b>ACTION</b>	Staff to adjust postage line item for FY 2024-2025 budget.	Mr. Adams	X		
12	01.17.24	<b>ACTION</b>	Develop evaluation criteria for bidding process.	Board	X		
13	02.21.24	<b>BOTH</b>	Publish RFP for fuel load reduction on ROW project.	Mr. Zordan	X		
14	02.21.24	<b>ACTION</b>	Take ethics training by 12.31.24. \$49 online course approved.	Board	X		
15	02.21.24	<b>ACTION</b>	Provide Board w/ permit for Permit Extension–Phase 3 East Stormwater Pond 74.	Mr. Adams	X		
16	03.20.24	<b>ACTION</b>	Evaluate lakes for weeds/invasives, versus beneficial littorals.	Mr. Willis	X		
17	04.17.24	<b>ACTION</b>	Draft specs for future lake bank remediations.	District Eng	X		
18	05.15.24	<b>ACTION</b>	Aquatics reports to be informative rather than repetitive or boilerplate. Factual reporting is needed, not marketing.	Mrs. Adams	X		
19	05.15.24	<b>ACTION</b>	Obtain a per unit cost for “Fire suppression – cabinets” for budgeting purposes for the next meeting.	Mr. Willis	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
20	05.15.24	<b>ACTION</b>	Include note in budget re replacement of 26 existing cabinets in or adjacent to preserve areas containing fireballs expiring by 2026; cabinets must be enlarged to house replacements.	Mr. Adams	X		
21	05.15.24	<b>ACTION</b>	Board wants Declaration Pages or summary chart & for District Counsel to review WHA insurance to ensure coverage is adequate & send a report to Board.	Mr. Adams	X		
22	05.15.24	<b>ACTION</b>	Provide Mr. Henry w/ breakdown of Debt Service Fund assessments on Pages 9 & 10 of proposed FY25 budget.	Mr. Adams	X		
23	05.15.24	<b>ACTION</b>	Inspect outflow structures & provide pictures & summary at next meeting.	Mr. Zordan	X		
24	05.15.24	<b>ACTION</b>	Move Financial Summary Sheet discussion from Unaudited Financials to Staff Reports.	Mr. Adams	X		
25	06.20.24	<b>ACTION</b>	Consider revisions to underlining & placement of totals & subtotals on Page 2 of proposed Fiscal Year 2025 budget.	Mr. Adams	X		
26	06.20.24	<b>ACTION</b>	Determine if CDD has authority to remediate/perform repair if resident's property causes damage to CDD property, & then enforce reimbursement.	Mr. Haber/ Ms. Willson	X		
27	06.20.24	<b>ACTION</b>	Look into resident report of a pipe floating in the lake.	Mr. Radford	X		
28	06.20.24	<b>ACTION</b>	Obtain proposal for repairs to outfall structures in dry season.	Mr. Zordan	X		
29	06.20.24	<b>ACTION</b>	Obtain proposal for iguana control.	Mr. Willis	X		
30							

## 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	12.06.23	<b>ACTION</b>	Get Wetland Treatment schedule. Add to Key Activity Dates.	Mr. Willis		X	02.21.24
2	01.17.24	<b>ACTION</b>	Put Lake 1-S aerators on list of compressors being replaced.	Mrs. Adams		X	02.21.24
3	01.17.24	<b>ACTION</b>	Re-code expenditures under "Water management" such that the expenditure listed under "Contractual services" is coded under "Lake Maintenance".	Mrs. Adams		X	02.21.24
4	12.06.23	<b>ACTION</b>	Get quote to remove dead pine trees in Medici & palm tree stump at 15201 Medici Way. Consider Davie Tree if Cintron cannot do it. <b>01.17.24:</b> Tree stump to be removed.	Mr. Willis		X	02.21.24
5	01.17.24	<b>ACTION</b>	Install anchor to floating drainage pipe into the lake on the opposite side of the lake from the coach homes, looking across the lake adjacent to #8 Green.	Mrs. Adams		X	02.21.24
6	01.17.24	<b>ACTION</b>	Report how many compressors the CDD has and how many are being replaced. Crosscreek's monthly Maintenance reports from the field to be sent 10 days in advance for inclusion in agenda package. <b>02.21.24:</b> The CDD has 125 compressors; the oldest onsite are four from 2011.	Mrs. Adams		X	02.21.24
7	01.17.24	<b>ACTION</b>	Cintron to remove dead pine trees at 15228/15232 Medici Way. A revised quote to flush cut was requested.	Mrs. Adams		X	02.21.24
8	01.17.24	<b>ACTION</b>	Provide update regarding CrossCreek proposal for installation of fireballs & whether it is still possible to purchase them directly from the manufacturer.	Mrs. Adams		X	03.20.24
9	02.21.24	<b>ACTION</b>	Send a photograph of bacopa to Board Members.	Mr. Willis		X	04.17.24
10	02.21.24	<b>ACTION</b>	Send the educational brochure re: littorals to Board Members	Mr. Willis		X	04.17.24
11	02.21.24	<b>ACTION</b>	Research Attorney General opinions related to whether Supervisors can discuss possible candidates for upcoming elections without violating the Statute.	Ms. Willson		X	04.17.24
12	03.20.24	<b>ACTION</b>	Inspect the perimeter of Lake 33 to determine if trees and plants at the water's edge are Porta Vecchio's responsibility.	Mr. Willis		X	04.17.24
13	03.20.24	<b>ACTION</b>	Inspect overgrowth of grasses at the end of Cabreo Pond. Ensure that no non-beneficial plants are present, make a work order and inform residents and the Board of the outcome.	Mr. Willis/Staff		X	04.17.24

## 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
14	03.20.24	<b>ACTION</b>	Lake Report to be emailed to Mr. Greenberg.	Mrs. Adams		X	04.17.24
15	03.20.24	<b>ACTION</b>	Meet with Mr. Bowden to discuss access to Medici Lake #22.	Mr. Willis		X	04.17.24
16	03.20.24	<b>ACTION/ AGENDA</b>	Schedule water quality testing w Tim Denison. Add to Key Activity Dates.	Mr. Adams		X	04.17.24
17	02.21.24	<b>ACTION</b>	Forward General Election forms to Board Members.	Mr. Adams		X	04.17.24
18	03.20.24	<b>ACTION</b>	Engage contractor to cut and drop two dead trees in Conservation Area 4B, upon instruction/payment by Brendisi.	Mr. Willis		X	04.17.24
19	01.16.19	<b>ACTION</b>	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. Brown		X	06.20.24
20	12.06.23	<b>ACTION/ AGENDA</b>	Meet w Anchor Marine. Get lake remediation proposals. <b>01.17.24:</b> Deferred pending add'l proposals & District Eng approves specs, then share info. Do work after season; homeowners engaged contractors for preliminary work.	Mr. Willis		X	06.20.24
21	04.17.24	<b>ACTION</b>	Draft update to residents: re lakes and upcoming election.	Ms. Gartland		X	06.20.24
22	04.17.24	<b>ACTION</b>	Email Memo re: election requirements & process to BOS.	Mr. Adams		X	06.20.24
23	05.15.24	<b>ACTION</b>	See if Lake 52 bacteria is built into lake contract.	Mrs. Adams		X	06.20.24
24							
25							
26							
27							
28							
29							
30							