### **MEDITERRA**

COMMUNITY DEVELOPMENT
DISTRICT

October 15, 2025

**BOARD OF SUPERVISORS** 

REGULAR MEETING
AGENDA

# 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

https://mediterracdd.net/

October 8, 2025

Board of Supervisors Mediterra Community Development District

#### **ATTENDEES:**

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

#### **Dear Board Members:**

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on October 15, 2025 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. Approval of August 20, 2025 Public Hearing and Regular Meeting Minutes
- 5. Update: Dryad Project
  - A. Discussion/Consideration: Dryad Wildfire Detection Proposal
  - B. Consideration of Superior Waterway Services, Inc. Service Agreement [Installation of Wildfire Sensors]
- 6. Discussion: MCA Lake Bank Landscape Agreements
  - A. Johnson Engineering, LLC Excluded Maintenance Areas Observation Report
  - B. EarthBalance Price Quote for Initial Clearing/Maintenance of Twelve Areas
- 7. Discussion: Aeration Electrical Supply
  - A. Estimated Monthly Cost
  - B. Discussion/Consideration: Aeration New Electrical Services Proposal
- 8. Update: Superior Waterway Services, Inc.
  - A. Lake Treatment Report
  - B. Update: Planting of Littorals

- 9. Discussion/Consideration: Aquatics Maintenance Agreement (expires 10/31/25) Earthbalance (Superior Aquatics Sub-Contractor) Will Hold Current Cost of \$349,364.60 Per Year for a 2-Year Renewal Starting 11/01/25
- 10. Discussion: Lake Bank Erosion
  - Lake 43/Verona Report (to be provided under separate cover)
- 11. Acceptance of Unaudited Financial Statements as of August 31, 2025
  - 2025 Operations Financial Impact Analysis
  - Breakdown/Summary Report
- 12. Old Business
- 13. Staff Reports
  - A. District Counsel: Kutak Rock LLP
  - B. District Engineer: Johnson Engineering, Inc.
    - Environmental Resource Permit (ERP) Extension
  - C. District Manager: Wrathell, Hunt and Associates, LLC
    - Direct Deposit of Reimbursements
    - NEXT MEETING DATE: November 19, 2025 at 9:00 AM
      - O QUORUM CHECK

SEAT 1	MARY WHEELER	IN-PERSON	PHONE	No
SEAT 2	KENNETH TARR	☐ In-Person	PHONE	☐ No
SEAT 3	JOHN HENRY	In-Person	PHONE	☐ <b>N</b> o
SEAT 4	STEPHEN LIGHT	In-Person	PHONE	☐ No
SEAT 5	VICKI GARTLAND	☐ In-Person	PHONE	☐ No

- D. Operations Manager: Wrathell, Hunt and Associates, LLC
  - Key Activity Dates Report
- 14. Action/Agenda or Completed Items
- 15. Supervisor's Requests
- 16. Public Comments (3 minutes per speaker)

Board of Supervisors Mediterra Community Development District October 15, 2025, Regular Meeting Agenda Page 3

#### 17. 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

# MINUTES

#### DRAFT

	DIA	11	
1	MINUTES OF MEETING		
2	MEDITERRA		
3	COMMUNITY DEVELOPMENT DISTRICT		
	COMMONTT DEVEL	OFIVILINI DISTRICT	
4 5	The Board of Supervisors of the Medite	erra Community Development District held a	
6	Public Hearing and Regular Meeting on August 20	), 2025 at 9:00 a.m., in the Bella Vita I Room at	
7	the Sports Club at Mediterra, 15735 Corso Medit	erra Circle, Naples, Florida 34110.	
8			
9	Present:		
10			
11	Kenneth Tarr (via Zoom)	Chair	
12	Vicki Gartland	Vice Chair	
13	Mary Wheeler	Assistant Secretary	
14	John Henry	Assistant Secretary	
15	•	,	
16	Also present:		
17	7 do presenti		
18	Chuck Adams	District Manager	
19	Cleo Adams	District Manager District Manager	
	Shane Willis	_	
20		Operations Manager	
21	Alyssa Willson (via Zoom)	District Counsel	
22	Wes Haber (via Zoom)	Kutak Rock LLP	
23	Mark Zordan	District Engineer	
24	Abe Elizarraraz	Johnson Engineering	
25	Bill Bowden	MCA General Manager	
26	Andy Nott	Superior Waterways	
27	Neal Spungen (via Zoom)	Dryad	
28			
29			
30	FIRST ORDER OF BUSINESS	Call to Order/Roll Call	
31			
32	Mr. Adams called the meeting to order at	9:04 a.m.	
33	Supervisors Gartland, Wheeler and Henr	y were present. Supervisor Tarr attended via	
34	Zoom. Supervisor Light was not present.		
35			
36	SECOND ORDER OF BUSINESS	Public Comments (3 minutes per speaker)	
37			
38	No members of the public spoke.		
39			
40	THIRD ORDER OF BUSINESS	Chairman's Comments	
41			

	1450JT5004 600		55457	
12	MEDITERRA CDD  Mr. Tarr statu	ed that he was at	DRAFT	August 20, 2025  nked Mr. Zordan for completing
42 43			_	d conduct the meeting in his
+3 14	absence.	inent upuate ai	id suggested ivis. Gartian	a conduct the meeting in his
+ <del></del> 45	absence.			
+3 16 17 18	FOURTH ORDER OF	BUSINESS	Approval of Minutes	June 12, 2025 Regular Meeting
19	The following	changes were m	ade:	
50	Line 311: Cha	ange "all in favor"	' to "Mr. Tarr and Ms. Wh	eeler in favor and Ms. Gartland,
51	Mr. Henry and Mr. Li	ght dissenting"		
52	Line 313: Cha	nge "approved."	to "not approved. [Motion	failed 2-3]"
53	Discussion er	nsued regarding	the improved minutes and	d whether the Board Members
54	wish to continue rev	iewing the draft r	minutes in advance of view	ing them in the agenda.
55	Mr. Tarr aske	d meeting attend	lees to remember to identi	fy themselves when speaking.
56	Going forwar	d, draft meeting	minutes will only be sent to	Mr. Tarr for advance review.
57 58 59		-	and seconded by Mr. Hen g Minutes, as amended, w	-
50 51 52 53	FIFTH ORDER OF BU	SINESS	Discussion: Agreement	MCA Lake Bank Landscape
54	Ms. Gartland	stated that two	Agenda items pertain to	the CDD's interaction with the
55	MCA. She noted the	need to be cogn	izant of the fact that Med	iterra property owners pay into
56	both the CDD and th	ne MCA, and an a	adversarial relationship bet	tween the CDD and MCA would
57	not be beneficial, as	both work togeth	ner to represent all within t	he CDD boundaries.
58	A. Map and Are	a Details (to be d	listributed at meeting)	
59	B. Estates Nurse	ery LLC Estimate	#1444 for Lake 22	
70	C. Lake Bank La	ndscape Agreem	ent	
71	Mr. Tarr disc	cussed the Estate	es Nursery estimate for L	ake 22, the original Lake Bank
72	Landscape Agreement between the CDD and MCA and the Amendment to the Agreement. He			
73	stated that the MCA now charges single-family neighborhoods for landscaping services. H			ds for landscaping services. He

noted that the lake banks are man-made and are not preserves. While the majority of the lake

banks received necessary maintenance regularly for twenty years, some lake banks have not

been maintained due to access limitations. He discussed the schedule for routine maintenance

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and the landscaping schedule distributed by Mr. Zordan; the price per square foot is projected to increase from the 2025 price of \$0.69 per square foot, equating to approximately \$63,000 for the year, to a 2026 price of \$0.72 per square foot, equating to approximately \$66,000 for the year.

Ms. Gartland voiced her understanding that the Agreement between the MCA and CDD was for the MCA to maintain CDD property, such as the lake banks and areas without residences, at no cost to the CDD. She believes the MCA is not reviewing costs.

Referring to maps and diagrams, the Board and Staff discussed how the square footage was calculated, areas excluded from the 2017 Agreements and subsequently added in Bellezza and Marcello North, and an on-site inspection of all 22 lake areas to be maintained by the MCA. It was noted that some areas could not be maintained due to limited access and only 10 of the 22 lakes on the map were maintained regularly.

The MCA would like to amend the current Agreement.

Discussion ensued regarding areas to be maintained and the types of maintenance.

Mr. Bowden stated the third year of single-family neighborhoods paying for their own unique characteristics will begin next year. The emphasis is generally on entry monuments, flowers and cul-de-sacs; other features include grass and hedges concealing utility boxes, etc. Most sections that the MCA maintains provide privacy hedges between streets and lakes and are only maintained well above the control line.

Mr. Henry discussed the need to identify the proper areas and noted that work currently being performed is included in the MCA's budgeting process. In his opinion, those expenses should stay with the MCA.

Discussion ensued regarding whether to correct map errors or reimburse the MCA for maintaining CDD property, wall repairs on the golf course property funded by the MCA, The Club's ownership of areas above control level which are maintained by homeowners, number of neighborhoods that will be affected, identifying properties that impact homeowners, and whether to change services historically performed according to the Agreement.

Ms. Gartland stated that maintenance is funded by the HOAs, MCA and CDD and noted that each entity has a fiduciary responsibility to its constituents.

Ms. Willson stated that replatting the properties to the MCA could be very complicated due to the properties being located in two different counties.

MEDITERRA CDD	DRAFT	August 20, 202
	DIALI	August 20, 20

Mr. Bowden discussed the extent of the impact and voiced his opinion that single-family residents would not understand why they are responsible for these costs. He noted that the properties are subject to assessments.

Mr. Nott stated the annual cost to maintain the ten lakes is approximately \$91,000.

Discussion ensued regarding how to identify areas to be maintained, what maintenance is needed, whether the CDD will reimburse the MCA, the need to maintain the lake banks above the control area for the community's aesthetics, whether the CDD should pay for aesthetic landscaping, CDD ownership of properties, and the fact that the entire community funds the expense regardless of which entity collects the revenue.

Mr. Henry voiced his opinion that, for the sake of simplicity, the MCA should perform landscaping beyond residential properties; the CDD should maintain lakes up to the control level; and unique costs related to additional shrubbery, planting or removing trees should be borne by the CDD.

Discussion ensued regarding HOA and CDD and whether the HOA can fund maintenance of CDD property, cost share agreements that can be used in this situation, whether to Quit Claim the landscaping to the MCA, the preference for the MCA to continue cutting grass, and the need to engage outside contractors if the MCA will not maintain these areas.

Mr. Bowden stated that each lake is unique and many are pristine. In his opinion, the 12 lakes that have not been maintained for a long time are unsightly. The MCA does not have the ability to maintain areas such as Lake 62 in Treviso that has steep inclines, areas with no grass, and areas with water level fluctuations.

Mr. Henry asked if areas need remediation and if they are CDD property.

Mr. Zordan will evaluate Areas 1 through 10 and find out the costs to maintain those areas.

Staff will ask EarthBalance or Superior for an estimate of the costs to maintain Areas 11 through 22; photos will be taken of each area.

Mr. Zordan will evaluate erosion observed on the south side of Cortana.

#### SIXTH ORDER OF BUSINESS

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**Discussion: Aeration Electrical Supply** 

A. Email from Mediterra Community Association

B. FPL Invoice Summary as of 7/22/2025

MEDITERRA CDD	DRAFT	August 20, 202
IVILDI I LIXIXA CDD		7u5u3t 20, 2

The Board and Staff discussed a report from the MCA about a spike in Florida Power & Light (FPL) costs associated with aerators tapped into MCA meters.

Mrs. Adams stated that some of the meters included on Mr. Bowden's list were included in the 2011 Lake Audit and were not installed by the CDD. Mr. Adams recalled that, via an agreement, Porto Vecchio allowed the CDD to tie into its power.

Mr. Willis and Mr. Nott will conduct a full inventory of meters to present at the next meeting. Ms. Wheeler estimated the cost to be \$13,000 per year and suggested an Agreement between the CDD and MCA.

Staff will give Mr. Nott a full list of all CDD meters; a CDD sticker will be affixed to each CDD meter. Ms. Willson suggested that, in addition to the meter audit, calculations be provided for the amount of back pay due and for amounts to be paid moving forward; she will prepare an Agreement accordingly, as directed.

#### Update: Dryad Project

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

Mr. Spungen gave an overview of the early wildfire detection system proposed for the CDD, including integration with a third-party monitoring organization. A final proposal will be submitted before the next meeting. The contract will be executed with a U.S. company based in California. The proposal will address warranty-related issues. Once the contract is signed, the order will be placed, and hardware should be delivered within two months.

Mr. Zordan stated that work can be performed year-round. Mr. Nychyk should be informed if species of concern are identified.

Mr. Spungen will provide the contract to Ms. Willson for review.

Ms. Willson will work with Mr. Spungen to structure the Agreement and to include a list of required items such as statutory language, etc. Mr. Tarr will be included on correspondence.

This item will be included on the next meeting agenda.

#### Update: Superior Waterway Services, Inc. Lake Treatment Report

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

#### A. Update: Planting of Littorals

Mr. Nott presented the monthly Lake Treatment Report and responded to questions. The property looks good. Minor algae was treated and minor repairs to aeration equipment were performed. Littorals were planted this week; he will inspect and pictures will be provided

map were done and he is assembling a report.

201

	MEDIT	TERRA CDD	DRAFT	August 20, 2025
202		Ms. Willson stated that she will lea	ave the meeting at 11:00 a.	.m., and return at 11:30
203	a.m. N	1r. Haber will join the meeting at 11:0	00 a.m.	
204				
205 206 207	EIGHT	H ORDER OF BUSINESS	Public Hearing on 2025/2026 Budget	Adoption of Fiscal Year
208	A.	Proof/Affidavit of Publication		
209		The affidavit of publication was inclu	uded for informational purpo	oses.
210	В.	Consideration of Resolution 2025	-07, Relating to the Ann	ual Appropriations and
211		Adopting the Budget(s) for the Fi	scal Year Beginning Octob	er 1, 2025, and Ending
212		September 30, 2026; Authorizing	Budget Amendments; and	Providing an Effective
213		Date		
214		Mr. Adams presented Resolution 2	025-07. He reviewed the pr	oposed Fiscal Year 2026
215	budge	t, highlighting increases, decreases a	and adjustments, compared	to the Fiscal Year 2025
216	budge	t, and explained the reasons for a	ny adjustments. It is unch	anged since it was last
217	preser	nted.		
218	The following change was made:			
219		Page 4, "Lake maintenance contract": Delete "is with Superior Waterways"		
220		Mr. Adams opened the Public Hear	ing.	
221		No affected property owners or men	mbers of the public spoke.	
222		Mr. Adams closed the Public Hearin	g.	
223 224 225 226 227	On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, Resolution 2025-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.			
228 229		LODDED OF DUCINESS	On action with a section	
230 231 232 233 234 235 236	NINTH	I ORDER OF BUSINESS	Adopted Budget(s Collection and E Assessments, Inclu	Resolution 2025-08, ding for the FY 2026 s); Providing for the inforcement of Special ding but Not Limited to rest Thereon; Certifying Roll; Providing for
237			Amendments to	the Assessment Roll;

238239

Providing a Severability Clause; and

**Providing an Effective Date** 

Mr. Adams presented Resolution 2025-08. This is the Assessment Levying Resolution that takes into consideration the budget that was just adopted and the assessment levels therein and directs Staff to prepare a lien roll and transmit the lien roll to the Tax Collector for placement of the assessments on the property tax bill.

On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, Resolution 2025-08, Providing for Funding for the FY 2026 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, was adopted.

**TENTH ORDER OF BUSINESS** 

Consideration of Resolution 2025-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date

Mr. Adams presented Resolution 2025-09.

The consensus was to present the Audit and the proposed Fiscal Year 2027 budget at the April 15, 2026 meeting, and to hold the Budget Public Hearing on June 17, 2025. The August 2026 meeting will likely be canceled.

The following changes were made to the Fiscal Year 2026 Meeting Schedule:

April 15, 2026 POTENTIAL DISCUSSION/FOCUS: Add "Presentation of FY2027 Proposed Budget"

June 17, 2026 POTENTIAL DISCUSSION/FOCUS: Add "Public Hearing & Regular Meeting"

On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor, Resolution 2025-09, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS Update: Dryad Project

This item was discussed following the Sixth Order of Business.

- 278 A. Communication Regarding Early Wildfire Detection System
- 279 B. Presentation for SFWMD

314
315 • 2025 Operations Financial Impact Analysis

Breakdown/Summary Report

313

316

Statements as of June 30, 2025

	MEDI	TERRA CDD	DRAFT	August 20, 2025
317	The Board and Staff reviewed the 2025 Operations Financial Impact Analysis and the			
318	Unaudited Financial Statements as of June 30, 2025.			
319		The financials were accepted.		
320				
321 322 323	FIFTE	ENTH ORDER OF BUSINESS	Update: Superior Water Lake Treatment Report	way Services, Inc.
324	A.	<b>Update: Planting of Littorals</b>		
325		This item was discussed following th	ne Sixth Order of Business.	
326				
327 328	SIXTE	ENTH ORDER OF BUSINESS	Old Business	
329		There was no old business.		
330				
331	SEVE	NTEENTH ORDER OF BUSINESS	Staff Reports	
332 333	A.	District Counsel: Kutak Rock LLP		
334		There was no report.		
335	В.	District Engineer: Johnson Engineer	ing, Inc.	
336		• 2025 Sediment Sampling Re	port	
337		Mr. Elizarraraz discussed the Repo	rt and sampling of five ponds. He	noted that muck
338	levels have decreased consistently in sampled lakes.			
339	Discussion ensued regarding whether to reduce the sampling frequency. The consensus			
340	was to reduce sediment sampling to every three years. This item will be added to the Key			
341	Activi	ty Dates Report.		
342		Mr. Zordan stated it appears that	the Executive Order for Hurricane	lan expired. Staff
343	will re	equest an extension for the Environm	ental Resource Permit (ERP) and	provide an update
344	at the	e next meeting.		
345	C.	District Manager: Wrathell, Hunt a	nd Associates, LLC	
346		NEXT MEETING DATE: TBD		
347		O QUORUM CHECK		
348		Supervisors Wheeler, Tarr, Henry	and Gartland confirmed their a	attendance at the
349	October 15, 2025 meeting.			
350	D.	Operations Manager: Wrathell, Hu	nt and Associates, LLC	

	MEDITERRA CDD	DRAFT	August 20, 2025
351	<ul> <li>Key Activity Dates Rep</li> </ul>	ort	
352	The August 2025 Key Activity D	Dates Report was included for info	rmational purposes.
353	It was noted that "Residentia	al Preserve Fire Reduction Progra	am" will be changed to
354	"Wildfire Mitigation".		
355			
356 357	EIGHTEENTH ORDER OF BUSINESS	Action/Agenda or C	•
358 359	Items 7, 11, 14 through 19, 21	through 39, 41, 42, 44 and 45 wer	e completed.
360 361	NINETEENTH ORDER OF BUSINESS	Supervisors' Reques	sts
362	Mr. Tarr stated that a check is	ssued to Ms. Wheeler bounced a	nd asked for an update.
363	Ms. Wheeler stated a replacement	check was received on August	18, 2025. Mr. Adams
364	apologized for not responding to Ms	. Wheeler's email, as he was trav	eling. He stated that all
365	clients were moved to a precautiona	ry check clearance system; unfor	tunately, in some cases,
366	checks are flagged internally by the ba	ank, which is what happened in thi	is instance.
367	Direct Deposit of Reimburseme	ents will be added as a topic on th	e next agenda.
368	Mr. Wrathell will be invited to	attend a meeting virtually.	
369			
370	TWENTIETH ORDER OF BUSINESS	Public Comments (3	minutes per speaker)
371 372	No members of the public spo	ke.	
373			
374 375	TWENTY-FIRST ORDER OF BUSINESS	Adjournment	
376 377	On MOTION by Ms. Wheeler meeting adjourned at 11:58 a	and seconded by Mr. Henry, with .m.	all in favor, the
378 379 380			
381 382	[SIGNATURES A	APPEAR ON THE FOLLOWING PAGE	<u> </u>

	MEDITERRA CDD	DRAFT	August 20, 2025
383			
384			
385	Secretary/Assistant Secretary	Chair/Vice Chair	

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### **Wildfire Detection Proposal**

**Prepared for:** 

**Mediterra CDD** 

October 6, 2025

Prepared by:



a Dryad Networks Reseller



#### **About Certified Security & Integration**

Certified Security & Integration is a leading, locally owned security systems integrator that has been protecting commercial customers nationally since the early 1970s. The company has grown into one of the most trusted providers of integrated security, fire, and communications solutions. Certified Security & Integration offers a comprehensive portfolio that includes commercial fire and wildfire detection & monitoring, intrusion alarms, access control, video surveillance, networking, automation, and intercom/VOIP systems.

With its 24/7 monitoring services, the company delivers continuous protection and rapid response for residential, commercial, and government clients through the leading UL licensed monitoring provider. Licensed as a low-voltage contractor, Certified Security & Integration has decades of experience designing, installing, and maintaining mission-critical systems for organizations that depend on reliable protection.

This strong foundation in fire safety and monitored security makes the company ideally positioned to extend its services into early wildfire detection, partnering with Dryad's Silvanet sensors and gateways to provide cutting-edge, ultra-early smoke detection and monitoring that safeguards customers against one of the fastest-growing natural threats across the U.S.

#### **Solution Overview:**

This proposal provides an ultra early wildfire detection solution for the Mediterra CDD using Dryad Networks Silvanet wildfire detection technology.

This proposal addresses the following scope for this project:

- Fulfillment of Dryad Silvanet early wildfire detection sensors and gateways.
- Wildfire event monitoring
- Project oversight provided by Dryad or Certified Security Solutions Engineer.

#### Roles and responsibilities:

#### Certified Security and Integration

- Delivery of hardware components ordered through proposal and agreement
- Hardware warranty service and software support in the first year of service and subsequent periods as long as Mediterra CDD pays for the service.
- Coordination of Dryad's Solution Engineer or Certified Security Solutions Engineer for on-site project oversight.

#### Mediterra CDD

- Approval and payment for the hardware, software, and services in this proposal.
- Access to community for entry to preserve areas for installation.
- Provide contact information for the Chairman or District Manager of the CDD.
- Coordination as needed with the installation contractor.
- List of contacts for those who will be contacted by phone calls and text by the wildfire monitoring center in the event of a wildfire event.

#### Wildfire Monitoring Center

The Wildfire Monitoring Center will provide continuous, 24/7 oversight of wildfire alerts from Dryad's Silvanet sensor network through the leading UL licensed monitoring provider with three redundant locations including Longwood, Florida. These ultra-early detection sensors identify smoke within minutes, enabling the monitoring team to respond to the alert. The center will notify designated members of the Mediterra CDD community via phone and text so they can take precautionary measures. In the event of a confirmed wildfire, the monitoring team will also contact the fire department responsible for the affected area, ensuring that first responders are mobilized as quickly as possible. This combination of rapid detection, community notification, and coordinated response helps reduce the risk of fire spread, protects lives and property while strengthening resilience against wildfires in the community.

#### **Project Timeframe:**

Deployment of Sensors and Gateways\*

Assuming at least three teams of two installers each, this project is expected to take approximately eight business days to complete. One additional installer will be required for the gateways. It is recommended that the installation provide four teams of two installers and one installer for gateways to reduce installation time and provide additional support if needed. The Dryad Solutions Engineer (or Certified Security Solutions Engineer) will be responsible for training the installation teams at project inception. In the teams, one installer will be responsible for communicating with the Dryad Solutions Engineer (or Certified Security Solutions Engineer) in the event of questions or updates.

Procurement of Dryad Silvanet Hardware:

Fulfillment will take approximately 90 days from order date.

**Project Oversight Services:** 

Dryad requires at least 60 days advance notice to schedule the Dryad or Certified Security Solutions Engineer.

Wildfire Event Monitoring:

Implementation will be done in parallel with the hardware installation to ensure that it is ready to go upon project completion.

\* This scope only includes project oversight, not installation services. Installation of Dryad sensors and gateways will be provided by a vendor selected by the Mediterra CDD.

#### **Costs:**

#### **Dryad Silvanet Sensors and Gateways:**

This proposal encompasses early wildfire detection coverage for Mediterra CDD conservation areas as specified in the attached site plan dated April 7, 2025 and includes the following Dryad hardware:

Silvanet Early Wildfire Detection Sensor: 622 ea.
Silvanet Mesh Gateway 11 ea.
Silvanet Border Gateway 17 ea.

Total hardware cost: \$186,568 FOB Mediterra CDD

(Includes all shipping costs, tariffs, duty, and other costs)

#### **Support and Service:**

- 10 year Dryad hardware warranty
- Hardware diagnosis and overnight replacement
- Cellular connectivity
- Monthly performance reports
- Real-time emergency alerts & sensor tracking
- Firmware updates over-the-air
- Priority customer support
- 24/7 wildfire event monitoring

#### **Support and Service Cost:**

Per year \$43,930

Upfront purchase of years 1-3 \$125,200 (\$6,589.50 savings)
Upfront purchase of years 1-5 \$197,685 (\$21,965.00 savings)

#### **Satellite Connectivity**

Silvanet Gateways primarily connect via cellular service which is reliable in the Mediterra CDD area. Satellite connectivity is available for an additional charge if desired.

#### One-time charges:

Monitoring setup fee \$17,643

• Procurement of hardware to create wildfire monitoring center dedicated to Mediterra CDD

• Engineering costs for monitoring solution

Project oversight \$14,000

(two weeks of on-site support provided by a Dryad or Certified Security Solutions Engineer) Replacement hardware costs:

#### Non-warranty hardware replacement:

In the event of a sensor or gateway failure that falls outside the scope of warranty replacement, the following prices shall apply for hardware replacement. These prices include standard shipping:

Silvanet Early Wildfire Detection Sensor: \$ 195 ea.
Silvanet Mesh Gateway \$1995 ea.
Silvanet Border Gateway \$2995 ea.

#### **Note about Hurricanes:**

Dryad Silvanet sensors and gateways are engineered for continuous, long-term outdoor deployment and are rated to the IP67 standard for protection against water and dust ingress. Sensors are mounted using specially designed wooden nails that provide secure attachment even in high winds. The gateway mounting hardware is similarly built to withstand severe weather conditions. No additional measures are required to secure Silvanet sensors or gateways in preparation for hurricanes or other extreme wind events.

#### Agreement:

Agreements for this project will be provided to the Mediterra CDD in the next few weeks.

#### Terms:

#### Dryad Silvanet Hardware:

Dryad Silvanet components are made to order. A deposit of 50% will be required upon acceptance with the final 50% payment due prior to shipment.

#### Monitoring setup fee:

Payment is required at the time of the hardware order to allow for procurement of the necessary hardware and software to implement the monitoring system.

#### Support and Service:

Payment in full is required in advance of system installation for the term desired.

**5B** 



#### **SERVICE AGREEMENT**

September 25, 2025

Mediterra CDD C/o: Wrathell, Hunt and Associates, LLC 9220 Bonita Beach Rd SE UNIT 214 Bonita Springs, FL 34135

Terms: Net 30 days

\_\_\_\_\_

Per Day: \$5,500.00

#### **DESCRIPTION**

Provide labor to install wildfire sensors throughout the preserves.

SWS will provide Six (6) technicians per day.

SWS will supply ladders and drills for installation.

- \*Sensors to be supplied by Dryad
- \*Sensor locations to be determined by Dryad

SUPERIOR WATERWAY SERVICES, INC.	CUSTOMER ACCEPTANCE - The above prices, specifications, and conditions are satisfactory and are hereby accepted.
Ву:	By:

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#### — An Apex Company —

September 15, 2025

Mr. Chuck Adams Director of Operations c/o Wrathell, Hunt & Associates 9220 Bonita Beach Rd, Suite 214 Bonita Springs, FL 34135

Subject: Mediterra CDD Excluded Maintenance Areas Lakes 16, 21, 22, 35, 37, 45, 53, 62, 64, 65, 67, & 68

Dear Mr. Adams:

Johnson Engineering, LLC performed a site visit on August 27<sup>th</sup>, 2025, of the "Excluded Maintenance Areas" along lakes that need maintenance. There is a wide variety of vegetation types, including exotic and nuisance vegetation, that have not been maintained in years. This requires an initial major clearing event, followed by routine maintenance. As noted below, access is a challenge in several locations and most likely will require coordination with adjacent property owners. Twelve (12) locations were observed, and a brief description of the observations are listed below:

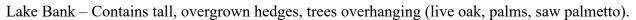
#### **Field-Reported Locations of Easement Access Points**

Lake	Latitude	Longitude
L-16	26.3052780	-81.7745122
L-16	26.3047535	-81.7738648
L-21	26.3093805	-81.7811222
L-21	26.3089799	-81.7810001
L-22	26.3062046	-81.7795769
L-22	26.3056035	-81.7784711
L-35	26.3183935	-81.7814926
L-35	26.3182195	-81.7817200
L-37	26.3239266	-81.7817874
L-37	26.3230771	-81.7817498
L-45	26.3177044	-81.7738447
L-53	26.3245649	-81.7687434
L-62	26.3181919	-81.7690546
L-64	26.3274170	-81.7694753
L-65	26.3274263	-81.7679394
L-67	26.3036772	-81.7592367
L-67	26.3040526	-81.7594600
L-68	26.3057069	-81.7600427

Milan L-16

Easement Access – Easement is blocked by overgrown hedges, palms, and oaks.

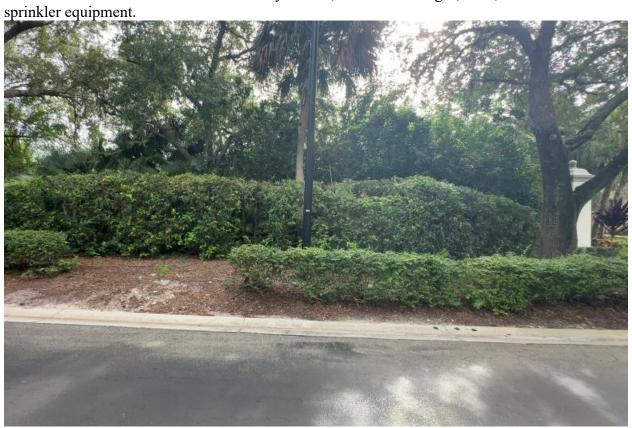


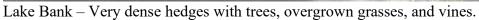




#### Bello Lago L-21

Easement Access – Easement is blocked by a berm, with dense hedges, trees, electrical and





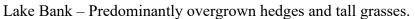


#### Medici L-22

Easement Access – This area is accessible from an entry point at 15201 Medici Way Circle, along the right side of the property. The Corso Mediterra Circle easement is blocked by a berm

with sprinklers, dense shrubs and trees (live oak and palms).







Mediterra CDD Excluded Maintenance Areas Page 5

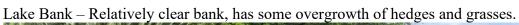
Marcello South L-35
Easement Access – Easement contains palm, pine, & cypress trees, and very tall, dense hedges.



Lake Bank – Could not access due to thick hedges.

Marcello North L-37
Easement Access – Clear access at both easements.

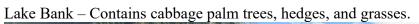






Cortile L-45
Easement Access – Easement has open access.







# **Amarone South L-53**

Easement Access – Easement is partially accessible, with dense, tall hedges & trees along the side.







# Treviso L-62

Easement Access – Easement is blocked by thick layers of hedges, unable to access the lake.



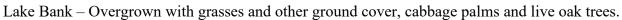
Lake Bank – Unable to access lake bank to get a full view of the area of concern, but was able to view some overgrown grasses, palms, and overhanging trees.



# **Amarone South L-64**

Easement Access – There is open access between house and wall/fencing.







# Terrazza L-65

Easement Access – Not accessible for trucks. The easement at L-64 extend to L-65 and is more suitable for access.



Lake Bank – Overgrowth of groundcover, cabbage palms, and live oak trees.



# **Buonasera L-67**

Easement Access – There is open access near the fire hydrant.

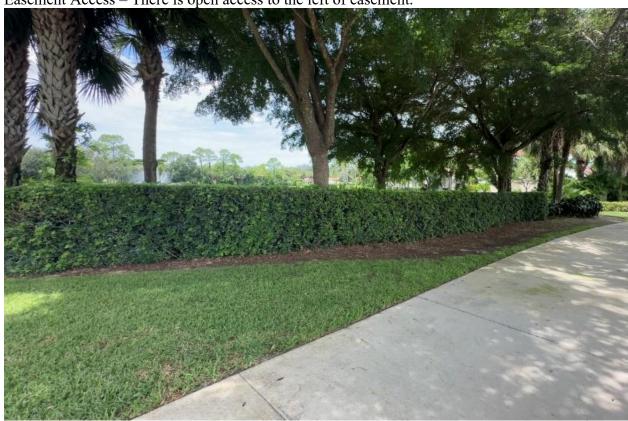


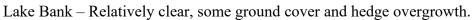
Lake Bank – Dense fire bush, hedges, overgrown grasses with trees.



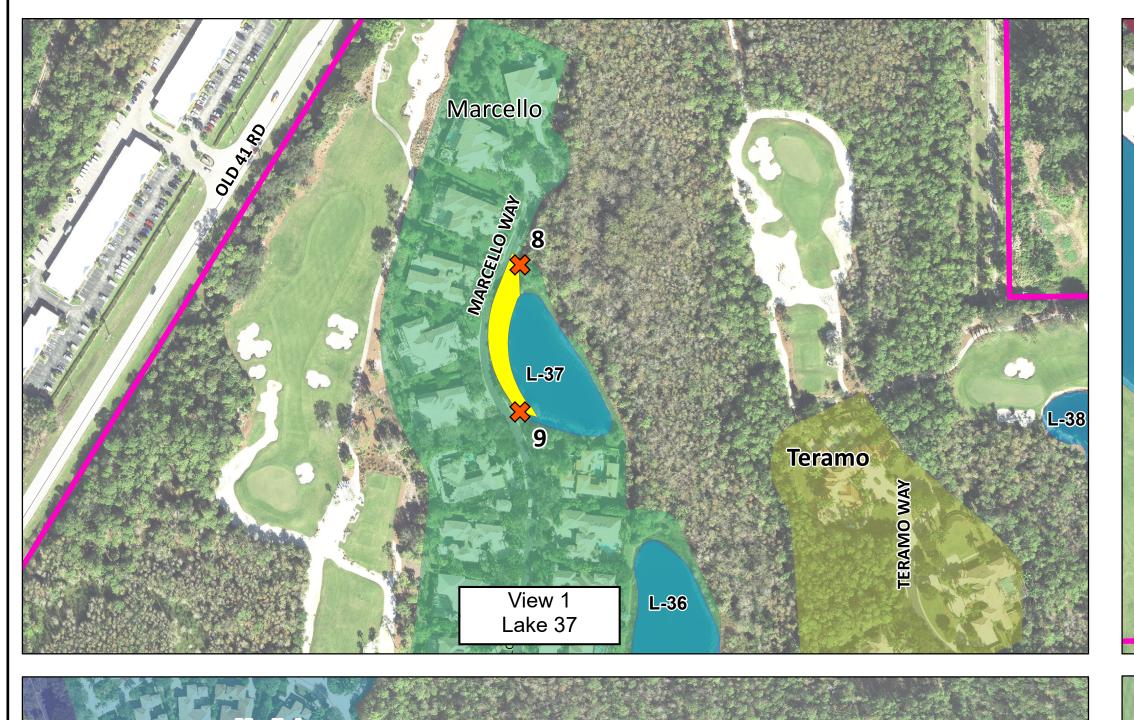
# Felicita L-68

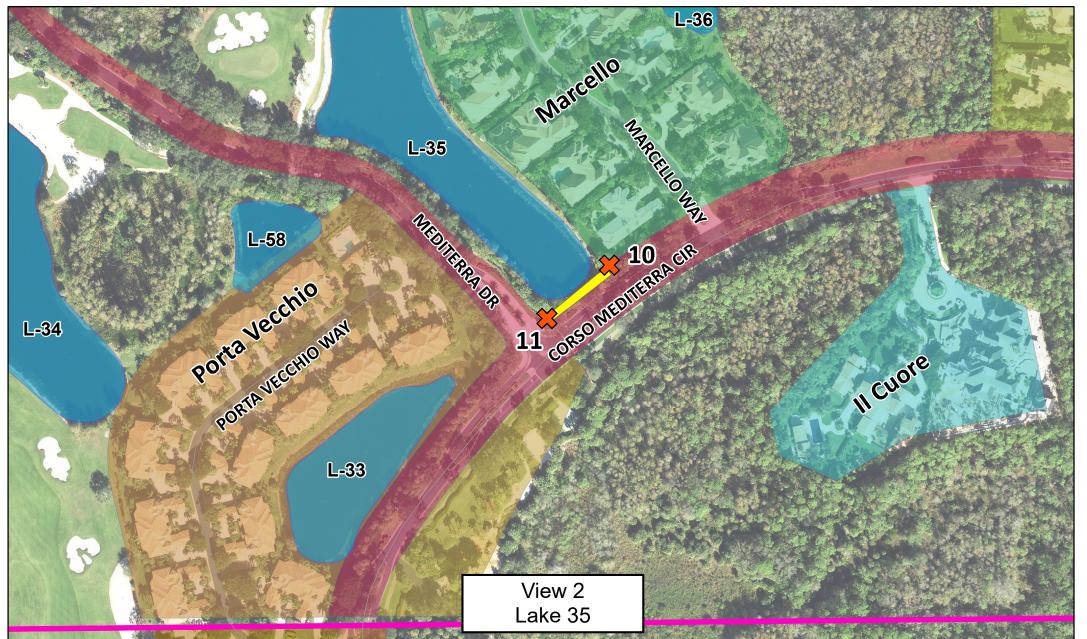
Easement Access – There is open access to the left of easement.

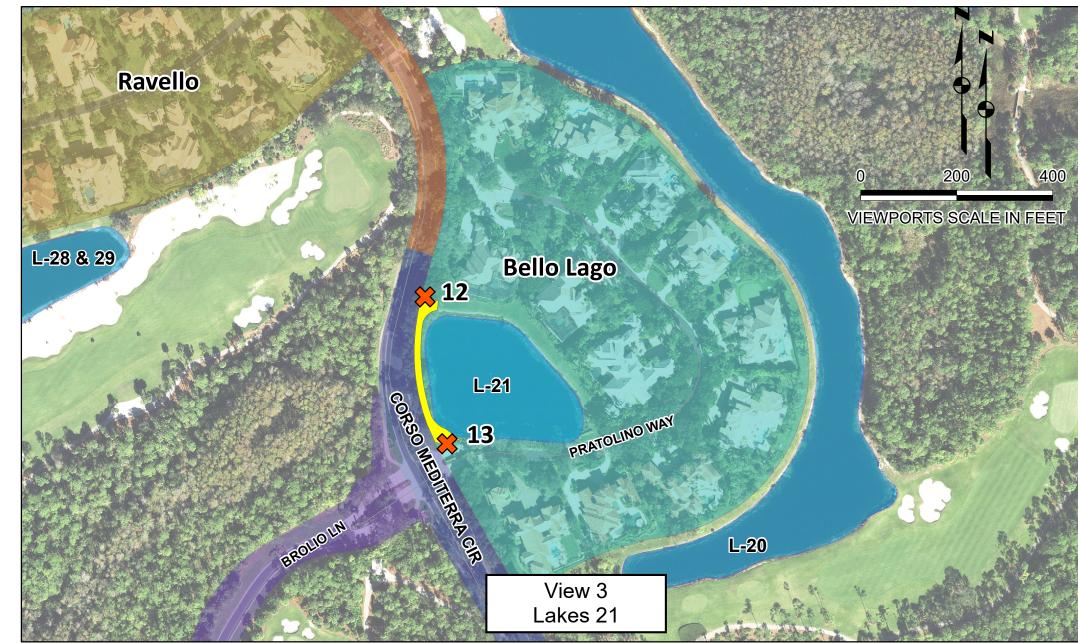


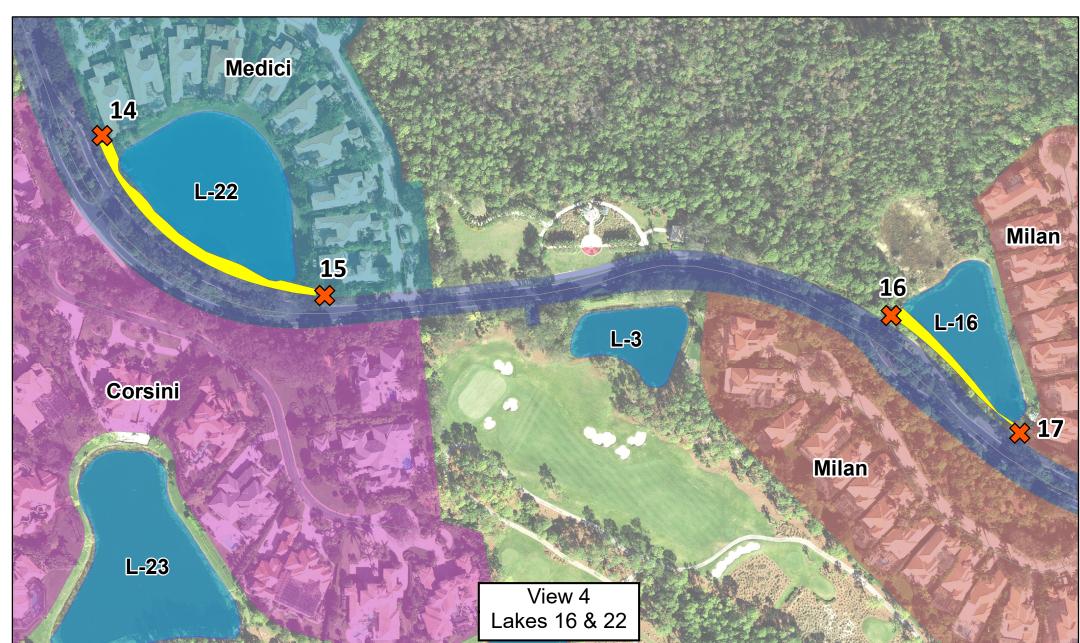


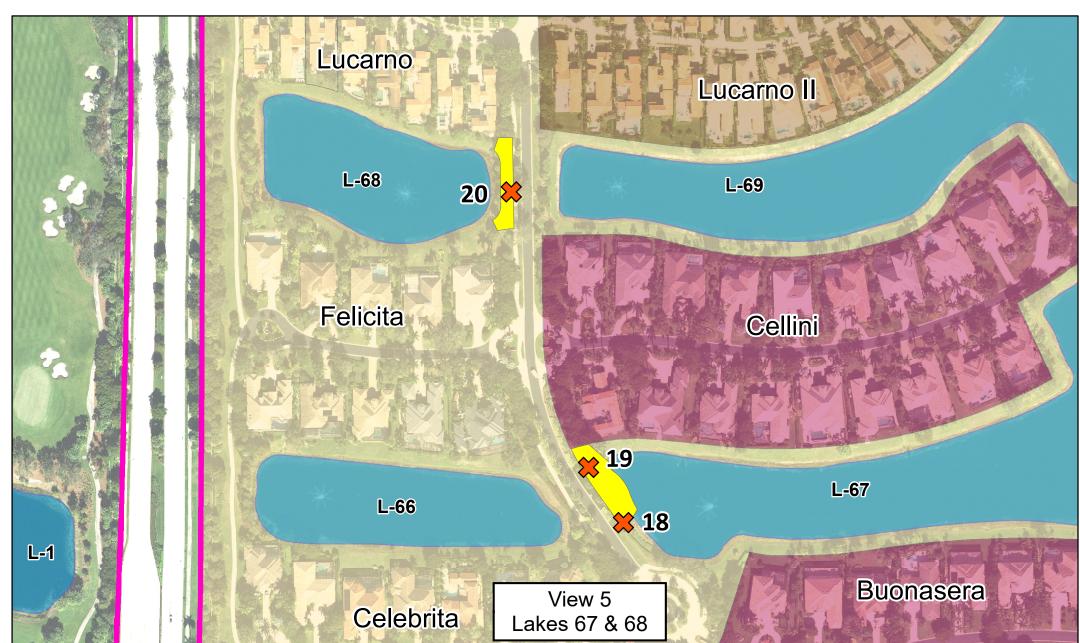


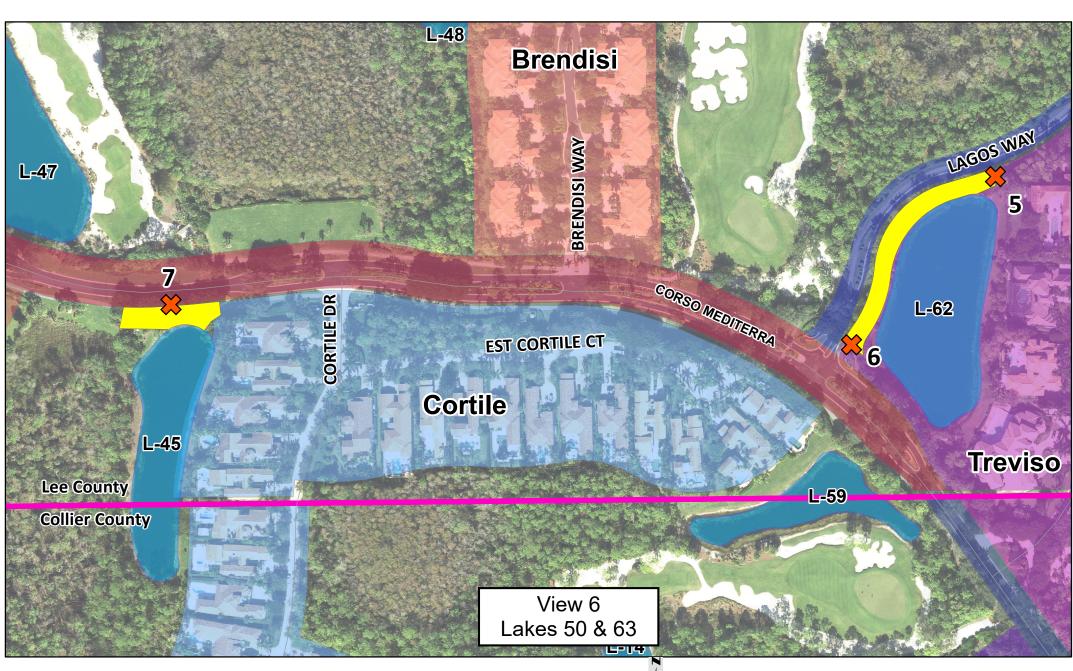


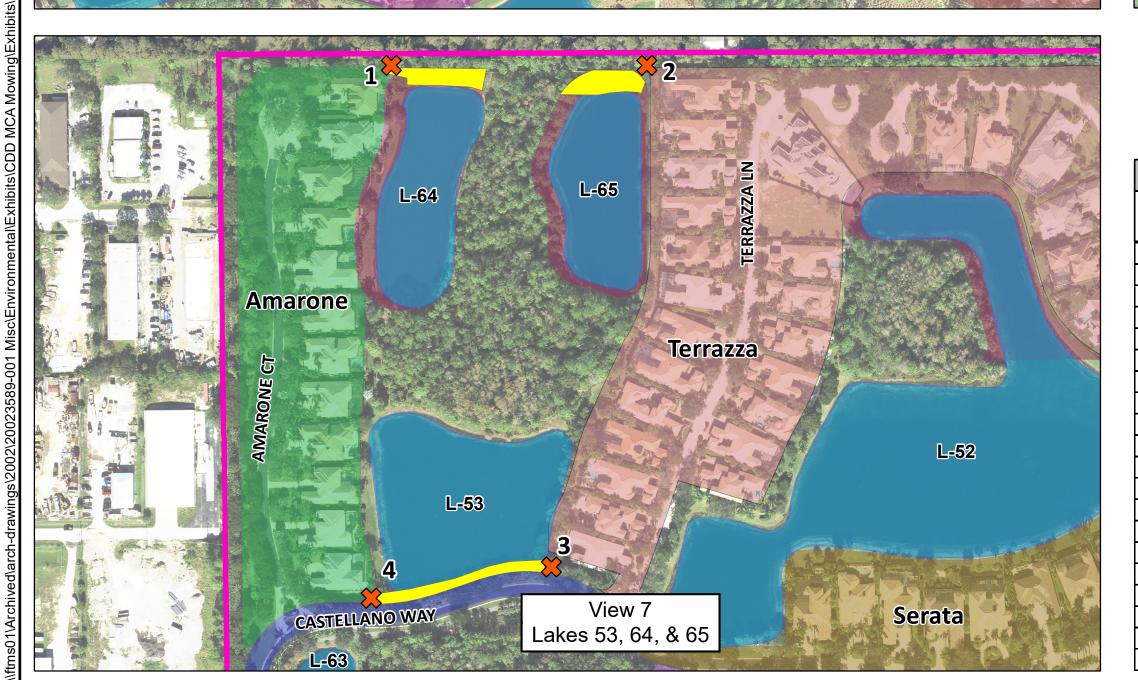






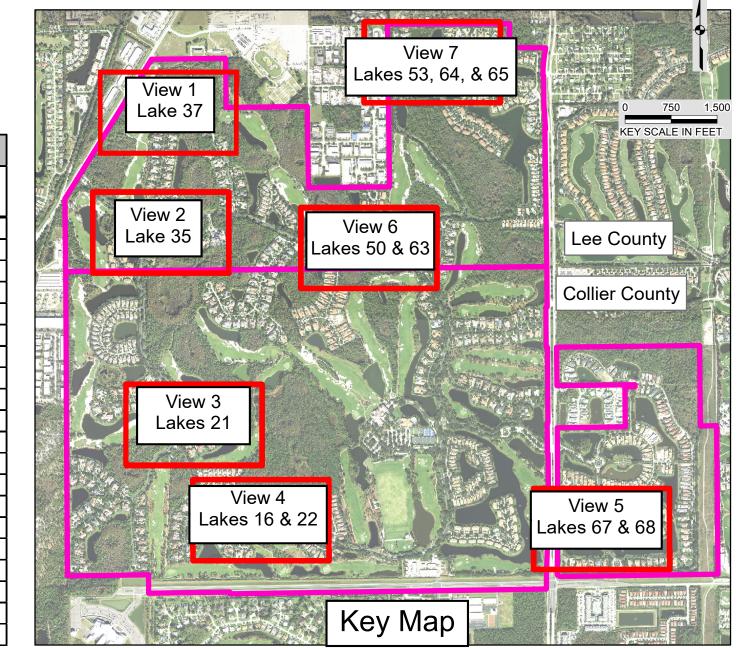






REVISIONS

Excluded Areas Access Locations									
Map Id	View No	Lake No	Community	Easement Type	County	Status	Access From	Latitude	Longitude
1	7	64	Amarone North	Conservation	Lee	Excluded	MCA	26.32753	-81.76955
2	7	65	Terrazza	Conservation	Lee	Excluded	MCA	26.32754	-81.76793
3	7	53	Amarone South	Drainage and Landscape	Lee	Excluded	MCA	26.32466	-81.76851
4	7	53	Amarone South	Drainage and Landscape	Lee	Excluded	MCA	26.32447	-81.76966
5	6	62	Treviso	Drainage and Landscape	Lee	Excluded	MCA	26.31838	-81.76894
6	6	62	Treviso	ROW and Landscape	Lee	Excluded	MCA	26.31751	-81.76953
7	6	45	Cortile	ROW	Lee	Excluded	MCA	26.31772	-81.77386
8	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32396	-81.78177
9	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32312	-81.78176
10	2	35	Marcello South	ROW, Drainage, & Landscape	Lee	Excluded	MCA	26.31851	-81.78145
11	2	35	Marcello South	ROW	Lee	Excluded	MCA	26.31820	-81.78185
12	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30969	-81.78099
13	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30885	-81.78085
14	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30639	-81.77963
15	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30548	-81.77821
16	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30539	-81.77461
17	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30472	-81.77378
18	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30388	-81.75934
19	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30419	-81.75957
20	5	68	Felicita	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30577	-81.76007

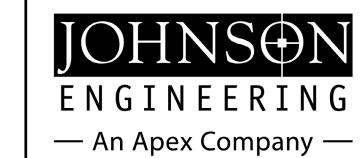


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0	Ç	Mediterra CDD
		Excluded Areas (12)
	**	Potential Access Locations (20)
	5	Lakes
		Mediterra Community Association
		Mediterra CDD
		Other Community Association
		The Club at Mediterra Inc
		Parcel Lines

# NOTES

- 1. The county boundary shown is approximate.
- 2. Community data was acquired from Collier County GIS (Collier Subdisions) and Lee County GIS (Lee Development Orders).
- 3. Most of the aerial photographs shown were provided by Collier County government and have a flight date of 2024. A narrow portion of the aerial photos to the north were provided by Lee County government and have a flight date of 2023.

Mediterra
Lee & Collier Counties, Florida



JOHNSON ENGINEERING,LLC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33901 PHONE (239) 334-0046 E.B. #642 & L.B. #642

# Maintenance Areas Excluded

		T		
DATE	PROJECT	FILE NO.	SCALE	SHEET
August 2025	20023589-001		As Shown	1

# MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

**6B** 



PROJECT NAME: Mediterra CDD Viewports Initial

**ATTENTION**: Mark A. Zordan, PMP, Project Manager

Mediterra Community Development District

c/o Johnson Engineering 2122 Johnson Street Fort Myers, FL 33901 maz@johnsoneng.com

# **PRICE QUOTED:**

Description	<b>Total Price</b>
Maintenance	\$178,650.00

# SCOPE OF WORK:

# **Maintenance**

**EarthBalance**® will supply the labor and materials necessary for an initial clearing of twelve areas within Mediterra CDD in Lee & Collier Counties, Florida. This Task will include a treatment of all listed Category I and II Florida Invasive Species Council's (FISC) 2025 "List of Invasive Plant Species". All target species within the treatment area cut at the base, removed from site, and treated with an appropriate dye-laced herbicide approved for use by the State of Florida. All vines will cut at the base and removed from site. All dead material within the zones will be removed from site. All debris on the floor will be raked and removed from site. All work will be directed by a qualified Project Manager licensed to apply herbicides by the State of Florida.

**EarthBalance**® will perform the services described above for a fixed fee of **\$178,650.00**.

03270.66 1 of 4 pages Initials \_\_\_\_\_\_ Date \_\_\_\_ Mediterra CDD Viewports Initial Mark A. Zordan



PROJECT NAME: Mediterra CDD Viewports Initial

# **CONDITIONS:**

This Price Quote shall remain valid for a period not to exceed thirty (30) days beyond the submittal date of **October 6, 2025.** If not accepted within this period, **EarthBalance**® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement and the attached terms and conditions shall be effective upon its full execution.

**QUOTED BY:** James Barron

Project Manager **EarthBalance**®

2570 Commerce Parkway North Port, FL 34289 jbarron@earthbalance.com

**IN WITNESS WHEREOF,** this Agreement is executed on the dates hereinafter stated.

EARTHBALANCE®	CL	IENT	
Ву:	Ву:		
Printed:	Priı	nted:	
Title: Vice President	Titl	e:	
Date:, 2025	Dai	te:	, 2025
PLEASE INDICATE IF THE CLIE WHICH THE SERVE			
	ICES/WORK WILL		MED:
WHICH THE SERV	ICES/WORK WILL PROPERTY OWNER	BE PERFORI  NOT TI  PLEASE PR	MED: HE OWNER INT THE NAME
WHICH THE SERVE  OWNER  IF THE CLIENT IS NOT THE P	ICES/WORK WILL PROPERTY OWNER MATION FOR THE	BE PERFORI  NOT TI  R, PLEASE PR PROPERTY (	MED: HE OWNER INT THE NAME OWNER:
WHICH THE SERVE  OWNER  IF THE CLIENT IS NOT THE P  AND CONTACT INFOR	PROPERTY OWNER	BE PERFORI  NOT TI  R, PLEASE PR PROPERTY	MED: HE OWNER INT THE NAME DWNER:
WHICH THE SERVE OWNER  IF THE CLIENT IS NOT THE P AND CONTACT INFOR	PROPERTY OWNER	BE PERFORI  NOT TI  PROPERTY	MED: HE OWNER INT THE NAME DWNER:



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

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

- 2. <u>Time.</u> This quote shall remain valid for a period not to exceed thirty (30) days beyond the date of submittal. If not accepted within this period, **EarthBalance**® reserves the right to modify any portion thereof or withdraw the quotation in its entirety. This agreement shall be effective upon its full execution.
- 3. <u>Duty to Cooperate</u>. Client agrees to cooperate with **EarthBalance**® in all respects in connection with **EarthBalance**'s® efforts to discharge the Scope of Work. Client shall make Client's property available to **EarthBalance**®, shall timely comply with **EarthBalance**'s® requests for information, and shall execute all documents reasonably required by **EarthBalance**® in discharging the Scope of Work. Client agrees to inform **EarthBalance**® of any known job site hazards including, but not limited to, hazardous substances, buried debris, ordnance or explosives, sinkholes, wildlife hazards, etc.
- **4.** <u>Payment.</u> Client agrees to pay a fee for the Work performed based upon the information contained in attached Price Quote. As soon as may be practicable at the beginning of each month, **EarthBalance**® shall invoice Client for all work performed in the prior month and any other sums due **EarthBalance**®. Client shall pay the invoice amount within thirty (30) days after the invoice date. **EarthBalance**® may cease performing work under the attached Price Quote if any payment due hereunder is not paid within thirty (30) days of the invoice date. **EarthBalance**® accepts cash, check, credit card, ACH or Wire Transfer as payment. A convenience fee of 5% will be added to all credit card payments.

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

- 5. <u>Termination and Default</u>. This agreement may be terminated by either party giving the other party thirty (30) days written notice of intent to terminate. Upon a notice of termination without cause, Client shall pay EarthBalance® for all labor and materials, supplies, and equipment procured, fabricated, incorporated or to be incorporated, or plants prepared for installation on the Project procured to the date of termination, including a reasonable profit of completed work. This shall include all cost incurred in preparing to fulfill the contractual obligations and any re-stocking fees along with all other damages associated with termination. In addition, upon default by Client, monetary or otherwise, this agreement may be terminated by EarthBalance® with seven (7) days written notice of intent to terminate if the default remains uncured after such notice period and EarthBalance® shall be entitled to recover all damages both actual and consequential, incurred as a result of said default. EarthBalance's® liability to Client or any related party for any claim related to or arising out of (i) this agreement or (ii) EarthBalance's® Work shall be limited to two times the amount of fees paid by Client hereunder.
- **6.** Force Majeure Event. EarthBalance® shall not be liable to Client for damages resulting from delay in or termination of EarthBalance's® Work because of fire or casualty, riots, strikes, picketing, boycotts, lockouts, labor disturbances, shortages of materials, epidemics, pandemics, war, terrorism or combined action of the workmen or others, governmental delays, or any acts of God including, but not limited to, severe snowstorms, earthquakes, hurricanes, floods, or any other cause or condition beyond its control making it inadvisable in **EarthBalance's®** determination to proceed with the Work (collectively, a "Force Majeure Event"). **EarthBalance®** shall have no obligation to resume Work discontinued under this Section. If **EarthBalance®** elects not to resume the Work, Client's sole and exclusive remedy shall be payment on a pro-rata basis for the percentage of Work that has actually been completed as of the date of its receipt of **EarthBalance's®** notice of the Force Majeure Event.
- 7. <u>Warranties.</u> Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by EarthBalance®, if any, shall be deemed null and void if Client fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees, if any, provided under the Agreement are solely for the original Client and are non-transferable, unless otherwise agreed to by Client and EarthBalance® in writing. Any express warranty provided, if any, by EarthBalance® is the sole and exclusive remedy for alleged defects, in lieu of all other remedies, implied or statutory. Warranties to be issued upon completion and full payment of this Agreement.

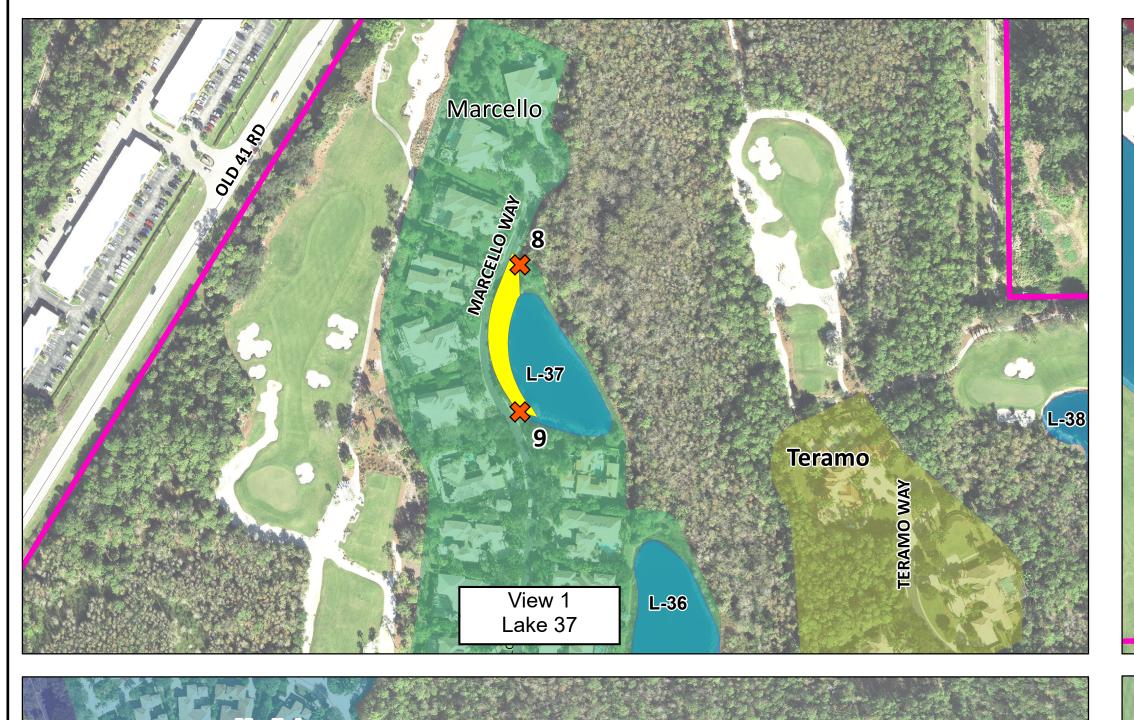
03270.66	3 of 4 pages	Initials	Date
Mediterra CDD Viewports Initial			Mark A. Zordar

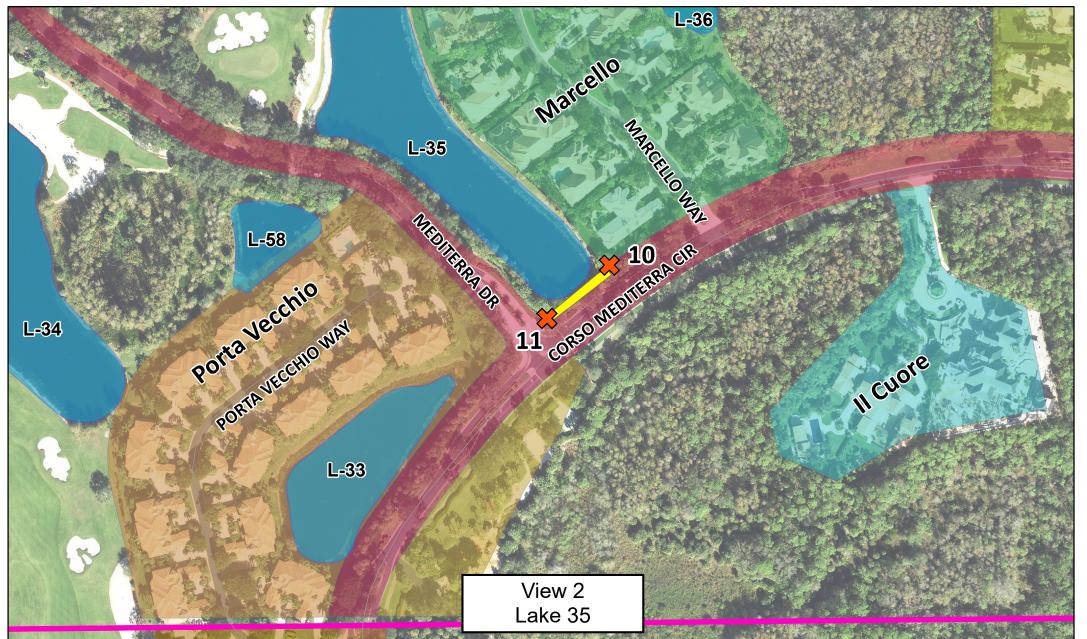


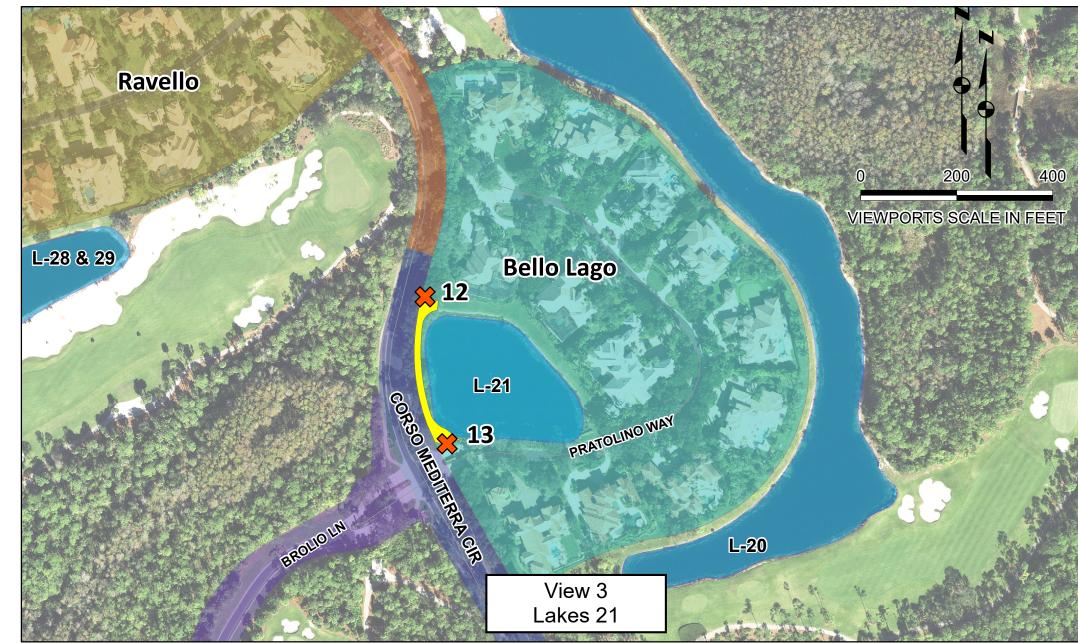
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8. <u>Price Escalation.</u> If there is an increase in the price of labor, materials, or fuel surcharge charged to <b>EarthBalance</b> ® in excess of <b>five (5%) percent</b> , subsequent to making this Agreement, then the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the Agreement to reflect the price increase and additional direct cost to <b>EarthBalance</b> ®. <b>EarthBalance</b> ® shall submit written documentation of the increased charges to Client. As an additional remedy, if the actual cost of any line item increases more than ten (10%) percent subsequent to entering into this Agreement, <b>EarthBalance</b> ®, at its sole discretion, may terminate the Agreement for convenience.
9. <u>Delay.</u> This contract contemplates installation on <u>N/A</u> . As living plants, Client acknowledges that ongoing watering, feeding, maintenance and storage costs will continue beyond the specified installation date at a per diem rate of <u>N/A</u> . Accordingly, despite any Contract Document provision to the contrary, <b>EarthBalance</b> ® will be compensated for any delays beyond the Installation Date via change order at the per diem rate.

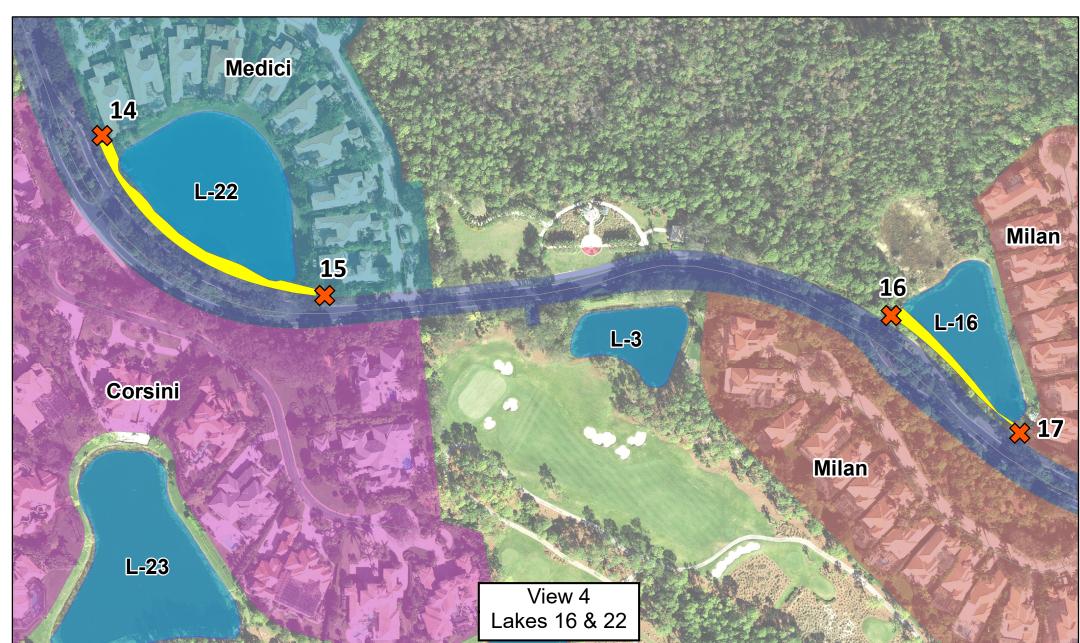
- 10. <u>Site Conditions.</u> Should **EarthBalance**® discover concealed or unknown conditions in the existing soil suitability that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from **EarthBalance**® to Client.
- 11. <u>Choice of Law, Venue and Attorney's Fees.</u> This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Sarasota County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.
- 12. <u>Arbitration.</u> If a dispute shall arise between **EarthBalance**® and Client with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.
- 13. <u>Jury Trial Waiver.</u> In the event there is litigation over the enforcement of a collection matter or construction lien, the parties KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
- 14. <u>Damage Limitation.</u> In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall **EarthBalance**® be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. **EarthBalance**® and Client agree to allocate certain risks so that, to the fullest extent permitted by law, **EarthBalance**'s ® total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
- 15. <u>Claims.</u> It is Client's duty to notify **EarthBalance**® in writing within **three (3) days** of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by **EarthBalance**® under this Agreement ("Occurrence"). Failure of Client to provide written notice of the Occurrence shall result in Client waiving all claims that may be brought against **EarthBalance**® arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
- 16. <u>Shortages.</u> In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the Agreement is executed, provided that such availability is a result of factors beyond **EarthBalance's** control, then in the event of temporary unavailability, the Agreement time shall be extended to reflect the duration of time that **EarthBalance** is delayed by the unavailability, and in the case of permanent unavailability, **EarthBalance** shall be excused from providing said material or equipment and allowed to provide an available substitute. To the extent an available substitute is provided by **EarthBalance** under this provision, any increase in the cost between the originally specified material or equipment and its substitute shall be paid by the Customer to the **EarthBalance**. Due to material shortages, Client may experience delays related to the inability to timely obtain materials for this project. In the event of such a delay, **EarthBalance** shall notify Client, and Client agrees to provide **EarthBalance** with an extension of time for any delay attributable to the temporary inability to obtain materials.
- 17. <u>Miscellaneous</u>. The invalidity of any provision of the agreement shall not impair the validity of any other provision. If any provision of this agreement is determined to be unenforceable by a court of competent jurisdiction, such provision shall be deemed severable and the remaining provisions of the agreement shall be enforced. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties and may only be amended, modified or terminated by the written mutual consent of all the parties hereto and duly executed by the authorized representatives of the parties hereto. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference.

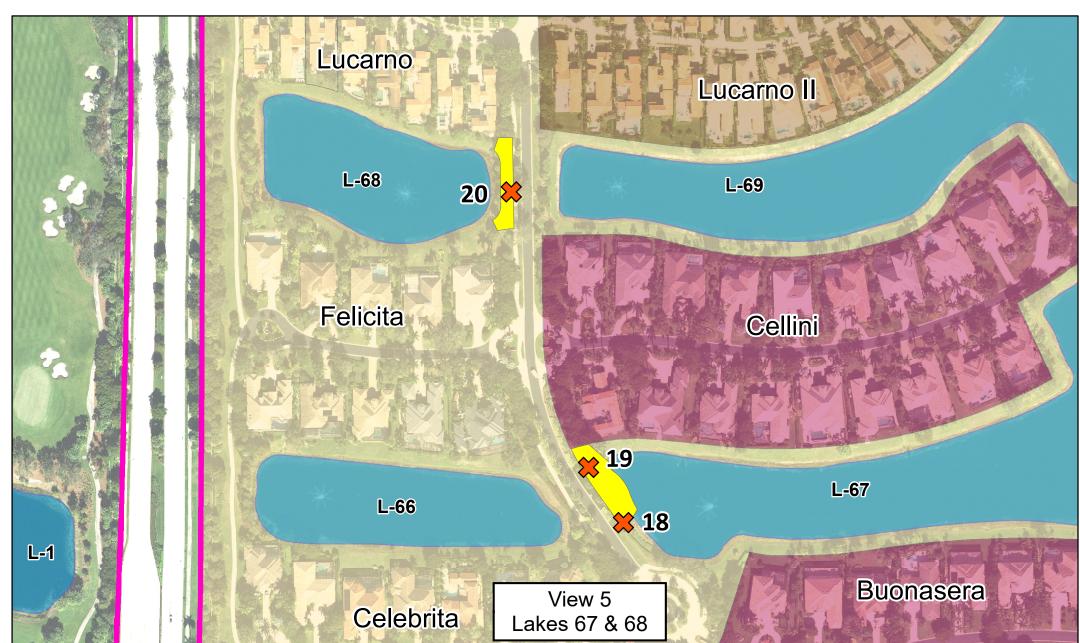
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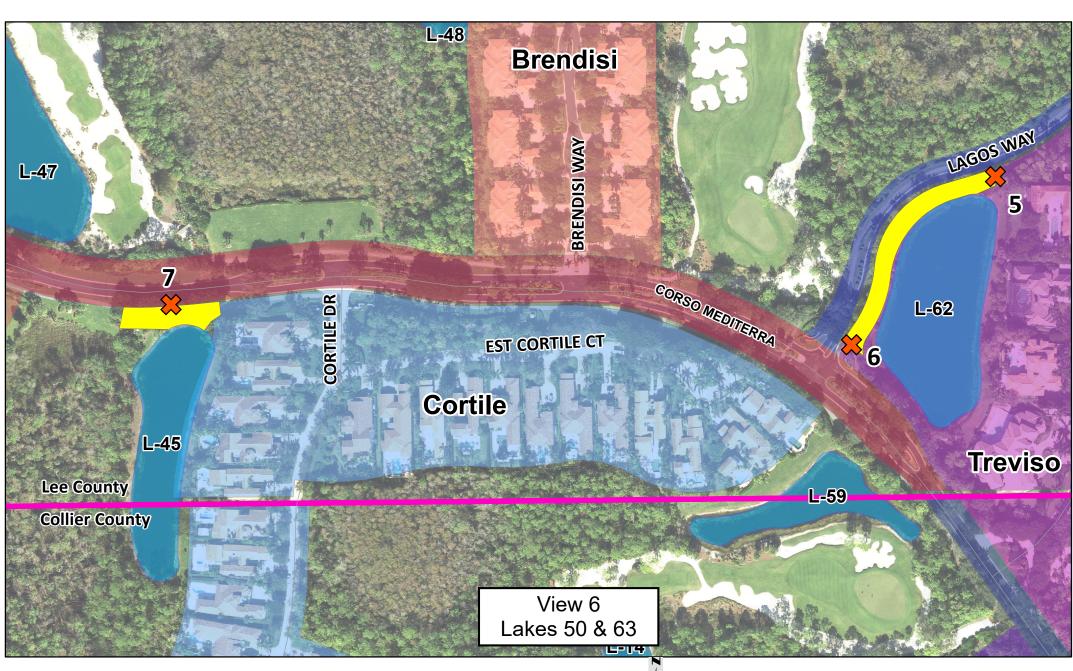


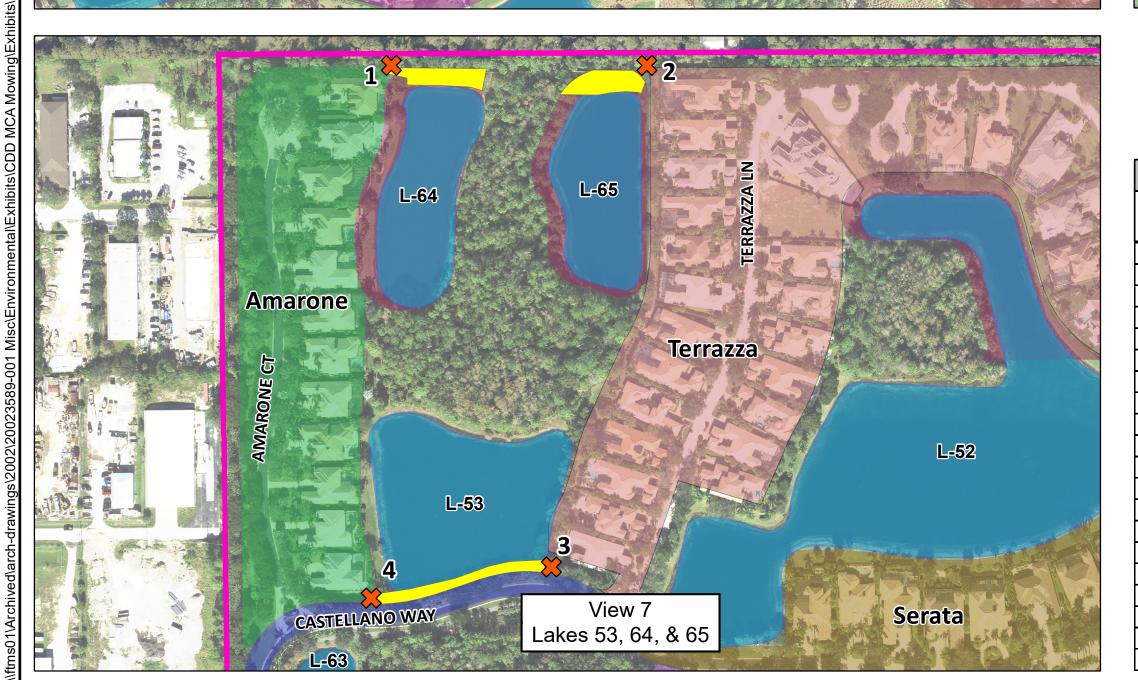






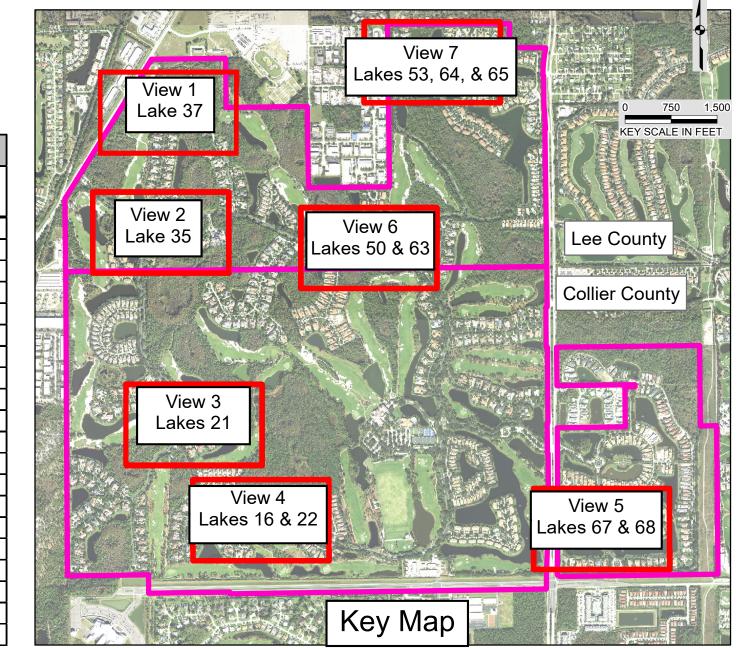






REVISIONS

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6	6	62	Treviso	ROW and Landscape	Lee	Excluded	MCA	26.31751	-81.76953
7	6	45	Cortile	ROW	Lee	Excluded	MCA	26.31772	-81.77386
8	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32396	-81.78177
9	1	37	Marcello North	ROW	Lee	Excluded	MCA	26.32312	-81.78176
10	2	35	Marcello South	ROW, Drainage, & Landscape	Lee	Excluded	MCA	26.31851	-81.78145
11	2	35	Marcello South	ROW	Lee	Excluded	MCA	26.31820	-81.78185
12	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30969	-81.78099
13	3	21	Bello Lago	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30885	-81.78085
14	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30639	-81.77963
15	4	22	Medici	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30548	-81.77821
16	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30539	-81.77461
17	4	16	Milan	ROW, Drainage, & Landscape	Collier	Excluded	HOA \ MCA	26.30472	-81.77378
18	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30388	-81.75934
19	5	67	Buonasera	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30419	-81.75957
20	5	68	Felicita	ROW, Drainage, & Landscape	Collier	Excluded	MCA	26.30577	-81.76007

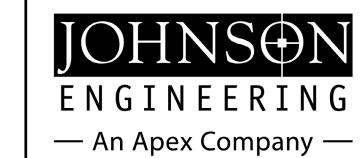


Š	Lege	end
0	Ç	Mediterra CDD
		Excluded Areas (12)
	**	Potential Access Locations (20)
	5	Lakes
		Mediterra Community Association
		Mediterra CDD
		Other Community Association
		The Club at Mediterra Inc
		Parcel Lines

# NOTES

- 1. The county boundary shown is approximate.
- 2. Community data was acquired from Collier County GIS (Collier Subdisions) and Lee County GIS (Lee Development Orders).
- 3. Most of the aerial photographs shown were provided by Collier County government and have a flight date of 2024. A narrow portion of the aerial photos to the north were provided by Lee County government and have a flight date of 2023.

Mediterra
Lee & Collier Counties, Florida



JOHNSON ENGINEERING,LLC 2122 JOHNSON STREET FORT MYERS, FLORIDA 33901 PHONE (239) 334-0046 E.B. #642 & L.B. #642

# Maintenance Areas Excluded

		T		
DATE	PROJECT	FILE NO.	SCALE	SHEET
August 2025	20023589-001		As Shown	1

# MAINTENANCE AGREEMENT BY AND BETWEEN MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT, MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT, AND MEDITERRA COMMUNITY ASSOCIATION, INC.

THIS AGREEMENT ("Agreement") is made and entered into this 24 day of June, 2014, by and between:

Mediterra South Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Collier County, Florida, whose mailing address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073, and

Mediterra North Community Development District, a local unit of special-purpose government established pursuant to chapter 190, Florida Statutes, located in Lee County, Florida, whose mailing address is 6131 Lyons Road, Suite 100, Coconut Creek, Florida 33073 (collectively with Mediterra South Community Development District, the "Districts"), and

Mediterra Community Association, Inc., a Florida non-profit corporation, whose address is 15735 Corso Mediterra Circle, Naples, Florida 34110 (the "MCA" and, collectively with the Districts, the "Parties").

# RECITALS

WHEREAS, the Districts were each established by ordinance of Collier and Lee County, Florida, respectively, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, and other infrastructure; and

WHEREAS, the Districts, pursuant to Chapter 190, Florida Statutes, own and operate certain facilities, including certain stormwater lakes (the "District Lakes"), in accordance with the Districts' adopted Improvement Plan; and

WHEREAS, the property owned by the Districts along the banks of the District Lakes is marked by varying degrees of landscape cover and requires routine maintenance of varying intensity (the "Maintenance Areas"); and

WHEREAS, prior to this Agreement, the MCA has been voluntarily providing general landscape maintenance services for the Maintenance Areas, including but not limited to mowing, cord grass trimming, and irrigation; and

WHEREAS, the MCA desires to continue providing landscape maintenance services for the Maintenance Areas as reflected on the MCA proposal and area map attached hereto and incorporated herein as Exhibit A and Exhibit B; and

WHEREAS, the MCA represents that it is qualified to provide the landscape maintenance services as further described herein and in Exhibit A; and

WHEREAS, the Districts find that entering into this Agreement with the MCA to provide landscape maintenance services is in the best interest of the Districts and the Mediterra community.

**NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, it is agreed that the MCA is hereby authorized and instructed by the Districts to perform in accordance with the following covenants and conditions, which both the Districts and the MCA have agreed upon:

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

# 2. DESCRIPTION OF WORK AND SERVICES.

- A. The Districts desire that the MCA provide landscape maintenance services ("Landscape Services") within presently accepted industry standards. Upon all Parties executing this Agreement, the MCA shall continue to provide the general services as set forth in paragraph 3 of this Agreement, voluntarily and without compensation from the Districts.
- B. While providing the Landscape Services identified in this Agreement, the MCA shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all activities necessary for the completion of the Landscape Services.
- C. Additional services not included in the Scope of Services may be provided by the MCA at the request of the Districts in the sole determination of the MCA and under such terms and conditions as the Parties shall agree.
- 3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The responsibilities of the MCA are those described in the Maintenance Proposal attached hereto as **Exhibit A**. The MCA shall solely be responsible for the means, manner and methods by which its responsibilities are met to the satisfaction of the District. Modifications of the Scope of Services stated in Exhibit A may be undertaken as provided in Section 21 of this Agreement, regarding Amendments.

- 4. MANNER OF PERFORMANCE. The MCA agrees, as an independent contractor, to undertake work and/or perform or have performed Landscape Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the Districts issued in connection with this Agreement and accepted by the MCA.
  - A. The Districts shall designate in writing a person to act as the Districts' representative with respect to the services to be performed under this Agreement. The Districts' representative shall have complete authority to transmit instructions, receive information, and interpret and define the Districts' policies and decisions with respect to materials, equipment, elements, and systems pertinent to the MCA's Landscape Services on District property.
    - (1) The Districts hereby designate the District Manager to act as the designated representative.
    - (2) The MCA agrees to meet with the Districts' representative no less than one (1) time per year to discuss conditions, schedules, and items of concern regarding this Agreement.
  - B. Installation and maintenance of landscape materials, including pine straw, grasses of any kind, or other vegetation, shall conform to the type and location of landscape materials currently existing in the Maintenance Areas, unless prior approval for variation is obtained from the Districts.
  - C. The MCA shall use all due care to protect the property of the Districts, its residents, and landowners from damage. The MCA agrees to repair any damage resulting from the MCA's activities and work within a practically reasonable period following the damage.
  - D. The MCA Landscape Services shall not adversely impact the District Lakes or the operation of the surface water management system supported by the District Lakes, taking into consideration seasonal variability.
- 5. RIGHT OF ENTRY. The Districts hereby grant to the MCA, and to its subcontractors retained for the services described in this Agreement, a non-exclusive right to enter the Maintenance Areas subject to this Agreement, for the exclusive purposes described in this Agreement.
- 6. **COMPENSATION.** The MCA and the Districts agree that the services described in this Agreement will be provided at no cost to the Districts. If the Districts should

desire additional work or services, the MCA agrees to negotiate in good faith to undertake such additional work or services and to agree upon any terms of compensation that may be necessary to perform such additional work. Additional work or services, if negotiated by the Parties, shall be specified in a written amendment to this Agreement in accordance with the

7. TERM. Work shall commence upon execution of this Agreement, and continue until 30 days after such time as either Party terminates this Agreement in accordance with the provisions of Section 15 herein.

# 8. INSURANCE.

- A. The MCA agrees that all work performed under this agreement shall be performed by employees or agents of the MCA who are covered by the MCA's liability and property insurance policies. The MCA shall provide to the Districts a Certificate of Insurance demonstrating current insurance policies applicable to claims that could arise from work performed under this Agreement.
- 9. INDEMNIFICATION. The MCA agrees to defend, indemnify, and hold harmless the Districts and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage of any nature, arising out of, or in connection with, the work to be performed by or at the direction of the MCA. The MCA further agrees that nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in section 768.28, Florida Statutes, or other statute. 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, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The MCA shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, and shall notify the Districts in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement.
- 11. LIENS AND CLAIMS. The MCA shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The MCA shall keep the Districts' property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the MCA's performance under this Agreement, and the MCA shall immediately discharge any such claim or lien. In the event that the MCA does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the Districts, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

- 12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The Districts shall be solely responsible for enforcing the Districts' rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Districts' right to protect the Districts' rights from interference by a third party to this Agreement.
- 13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Districts shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the Districts in refraining from so doing; and further, that the failure of the Districts at any time or times to strictly enforce the Districts' rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- 14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- 15. TERMINATION. Either Party may terminate this Agreement by providing thirty (30) days written notice of termination to the other Party.
- 16. ASSIGNMENT. Neither the Districts nor the MCA may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.
- 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the MCA shall be acting as an independent contractor. Neither the MCA nor employees of the MCA, if there are any, are employees of the Districts under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The MCA agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the MCA, if there are any, in the performance of this Agreement. The MCA shall not have any authority to assume or create any obligation, express or implied, on behalf of the Districts, and the MCA shall have no authority to represent the Districts as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

- 19. ENFORCEMENT OF AGREEMENT. In the event that either the Districts or the MCA is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Districts and the MCA relating to the subject matter of this Agreement.
- 21. AMENDMENTS. Amendments or waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties.
- 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or officials of the Districts and the MCA, both the Districts and the MCA have complied with all the requirements of law, and both the Districts and the MCA have full power and authority to comply with the terms and provisions of this instrument.
- 23. 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, by overnight delivery service, or by electronic transmission to the Parties, as follows:

If to the Districts: Mediterra South Community Development District

6131 Lyons Road, Suite 100 Coconut Creek, Florida 33073 Attention: District Manager

Mediterra North Community Development District

6131 Lyons Road, Suite 100 Coconut Creek, Florida 33073 Attention: District Manager

With a copy to:

Hopping Green & Sams, P.A.

119 South Monroe Street, Suite 300

Post Office Box 6526 Tallahassee, Florida 32314 Attn: District

Counsel

If to the MCA:

Mediterra Community Association, Inc.

15735Corso Mediterra Circle

Naples, FL 34110 Attn: MCA Manager Counsel for the Districts and counsel for the MCA may deliver Notice on behalf of the Districts and the MCA. 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 to the parties and addressees set forth herein.

- 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Districts and the MCA, 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 Districts and the MCA 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 Districts and the MCA and their respective representatives, successors, and assigns.
- 25. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County or Lee County, Florida.
- **26. EFFECTIVE DATE.** This Agreement shall be effective upon execution, and shall remain in effect until terminated by either of the Districts or the MCA in accordance with the provisions of this Agreement.
- 27. PUBLIC RECORDS. The MCA understands and agrees that all documents of any kind provided to the Districts in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.
- 28. 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.
- 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Districts and the MCA as an arm's length transaction. The Districts and the MCA participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 30. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this agreement the day and year first written above.

ATTEST:

# MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisor

MEDITERRA NORTH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MEDITERRA COMMUNITY ASSOCIATION, INC., a Florida non-profit

corporation

By:

Its:

EXHIBIT A: MCA Maintenance Proposal EXHIBIT B: Maintenance Area Map

# **Exhibit A: MCA Maintenance Proposal**

I. The following areas are maintained by MCA even though they are CDD property. The maintenance includes one pine straw installation, eight weed control applications and limited mowing. This does not include any plant replacements. There are some areas that require weekly mowing and some are bi-monthly. There are some lake banks with many cord grass plants and others with few and some with almost 100 bales of pine straw and others with none.

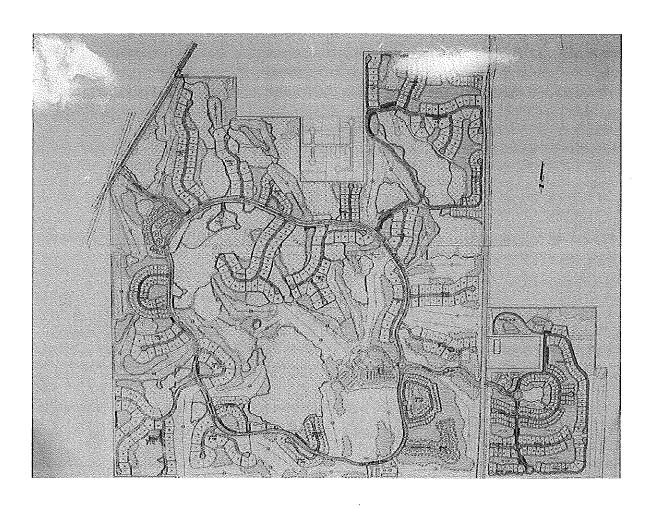
Location	Area Size in Sq. Ft.
Milan	4121
Medici	5328
Padova	8215 (mowing only)
Bella Lago	1386
Treviso	1800
Amarone South	3962 (cord grass trimming)
Amarone North	1992 (cord grass trimming)
Terrazza	1920
Felicita	936
Cellini	2299 (mowing St. Augustine)
Celebrita	2340
Buonasera	2370
Totals	36,669

II. The following additional areas are also maintained by MCA even though they are essentially CDD property. These areas are adjacent to MCA property and Single-Family home sites and have received maintenance for many years. Most

of these locations receive regular mowing and fertilizer along with the regular turf schedule. Some of these areas have shrubs that are trimmed and fertilized also. These are the estimated square feet for the maintenance.

Location	Area Size in Sq. Ft.
Padova	8000
Calabria	9100
Cortile	12600
Ravello	5700
Marcello	2650
Amarone/Casteliano Way	6200
Messina Lane	8350
Cabreo Entrance	<u>3500</u>
Totals 5	56,100

# EXHIBIT B MAINTENANCE AREA MAP



# MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

# MEDITERRA COMMUNITY DEVELOPMENT DISTRICT



Estimated monthly electric cost for lake aeration. Cost as based on lake 75, this lake has one 1/2hp compressor. Each meter has a base charge of \$12.87 I split that cost between the CDD and the CA

# Mediterra CDD estimated electric cost

		Cost per		1/2 FP&L	Total estimated
Lake #	# of compressors	compressor	Total	base rate	monthlycost
33 &58	1.5	\$40.07	\$60.11	\$6.44	\$66.55
34	1	\$40.07	\$40.07	\$6.44	\$46.51
35	1	\$40.07	\$40.07	\$6.44	\$46.51
36 &37	2	\$40.07	\$80.14	\$6.44	\$86.58
41,45,46,47	4	\$40.07	\$160.28	\$6.44	\$166.72
14,49,59,62	6	\$40.07	\$240.42	\$6.44	\$246.86
53,63,64,65	4	\$40.07	\$160.28	\$6.44	\$166.72
52	6	\$40.07	\$240.42	\$6.44	\$246.86

\$1,073.31



**Electric Bill Statement** 

For: Jun 21, 2025 to Jul 22, 2025 (31 days)

Statement Date: Jul 22, 2025 Account Number: 55194-62161

Service Address:

16898 CAMINETTO CT # LAKE 75

NAPLES, FL 34110

# MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT, Here's what you owe for this billing period.

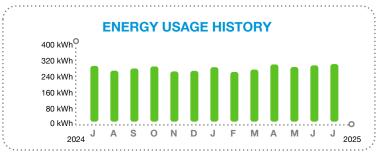
# **CURRENT BILL**

\$52.94

TOTAL AMOUNT YOU OWE

Aug 12, 2025 NEW CHARGES DUE BY

Pay \$48.68 instead of \$52.94 by your due date to enroll in FPL Budget Billing®. FPL.com/BB



### **BILL SUMMARY**

Amount of your last bill 51.25 Payments received -51.25 0.00 Balance before new charges Total new charges

Total amount you owe \$52.94

(See page 2 for bill details.)

# **KEEP IN MIND**

- Enroll now in FPL Budget Billing when you pay \$48.68 by your due date instead of \$52.94. Make your bills easier to manage with more predictable payments. Learn more at FPL.com/BB
- Payment received after October 13, 2025 is considered LATE; a late payment charge of 1% will apply.

Customer Service: 1-800-375-2434 Outside Florida: 1-800-226-3545

Report Power Outages: Hearing/Speech Impaired:

1-800-4OUTAGE (468-8243) 711 (Relay Service)



Ways to Pay



27

4868 541555194621613492500000

MEDITERRA SOUTH COMMUNITY DEVELOPMENT DISTRICT 2300 GLADES RD STE 410W BOCA RATON FL 33431-8556

The amount enclosed includes the following donation: **FPL Care To Share:** 

Make check payable to FPL in U.S. funds and mail along with this coupon to:

**GENERAL MAIL FACILITY** MIAMI FL 33188-0001





Total new charges

Total amount you owe

Customer Name:
MEDITERRA SOUTH
COMMUNITY
DEVELOPMENT DISTRICT

**Account Number:** 55194-62161

\$52.94

\$52.94

**BILL DETAILS** Amount of your last bill 51.25 Payment received - Thank you -51.25 Balance before new charges \$0.00 **New Charges** Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS Base charge: \$12.87 Non-fuel: (\$0.096100 per kWh) \$30.18 Fuel: (\$0.027180 per kWh) \$8.53 Electric service amount 51.58 Gross receipts tax (State tax) 1.32 Taxes and charges 1.32 Regulatory fee (State fee) 0.04

# **METER SUMMARY**

Meter reading - Meter ACD0395. Next meter reading Aug 21, 2025.

Usage Type	Current	<ul> <li>Previous</li> </ul>	=	Usage
kWh used	06422	06108		314

E001

## **ENERGY USAGE COMPARISON**

	This Month	Last Month	Last Year
Service to	Jul 22, 2025	Jun 21, 2025	Jul 23, 2024
kWh Used	314	307	304
Service days	31	31	32
kWh/day	10	10	10
Amount	\$52.94	\$52.05	\$48.03

## **KEEP IN MIND**

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

# Easy way to reduce costs

Earn bill credits by allowing Business On Call® to cycle off your A/C, only when necessary.

FPL.com/BusinessOnCall

# Download the app

Get instant, secure access to outage and billing info from your mobile device.

FPL.com/MobileApp

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.

# MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

# UNAUDITED FINANCIAL STATEMENTS

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2025

# MEDITERRA COMMUNITY DEVELOPMENT DISTRICTS BALANCE SHEET GOVERNMENTAL FUNDS AUGUST 31, 2025

	Governmental Funds							
			Debt		Debt		Total	
			5	Service	Service		Go۱	/ernmental
		General	Se	ries 2013	Se	ries 2022		Funds
ASSETS		_						_
Cash								
Suntrust - 7218	\$	462,645	\$	-	\$	-	\$	462,645
Suntrust - 9789		788		-		-		788
BankUnited - 0882		88,638		-		-		88,638
ICS - Bankunited		128,894		-		-		128,894
Series 2013								
Revenue		-		274,519		-		274,519
Reserve		-		75,000		-		75,000
Series 2022								
Prepayment		_		-		994		994
Revenue		_		-		308,117		308,117
Due from general fund		-		16		3,826		3,842
Due from MS 2022		55,405		_		, <u>-</u>		55,405
Due from other		4,156		_		_		4,156
Electric deposit		2,346		_		_		2,346
Total assets	\$	742,872	\$	349,535	\$	312,937	\$	1,405,344
			<u> </u>					, ,
LIABILITIES AND FUND BALANCES								
Liabilities								
Accounts payable	\$	61,589	\$	_	\$	_	\$	61,589
Due to General fund	•	-	•	_	•	55,405	•	55,405
Due to Debt Service Fund								,
Due to debt service - series 2013		16		_		_		16
Due to debt service - series 2022		3,826		_		_		3,826
Total liabilities		65,431	-			55,405		120,836
								0,000
Fund Balances								
Restricted for:								
Debt service		_		349,535		257,532		607,067
Assigned				,				,
3 months working capital		268,067		_		_		268,067
Future fire mitigation clean-up		160,000		_		_		160,000
Unassigned		249,374		_		_		249,374
Total fund balances		677,441	_	349,535		257,532		1,284,508
Total fatta balanoos		511,771		J-10,000		201,002		1,207,000
Total liabilities and fund balances	\$	742,872	\$	349,535	\$	312,937	\$	1,405,344

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

# MEDITERRA COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES GENERAL FUND 001 FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year to Date	Budget	% of Budget	
REVENUE					
Special assessment: on roll	\$ -	\$ 1,354,478	\$ 1,352,268	100%	
Interest and miscellaneous	1,137	32,821	30,000	109%	
Total revenues	1,137	1,387,299	1,382,268	100%	
EXPENDITURES					
Administrative					
Supervisors	1,696	11,348	9,900	115%	
Management	4,164	45,809	49,973	92%	
Accounting	1,392	15,308	16,700	92%	
Audit	4,500	4,500	15,000	30%	
Legal	1,648	13,444	15,000	90%	
Field management	1,275	14,025	15,300	92%	
Engineering	28,723	146,744	50,000	293%	
Trustee	-	8,718	10,000	87%	
Dissemination agent	333	3,667	4,000	92%	
Arbitrage rebate calculation	-	500	1,500	33%	
Assessment roll preparation	417	4,583	5,000	92%	
Postage	23	1,542	1,500	103%	
Insurance	-	12,871	13,600	95%	
Legal advertising	1 010	5,506	3,000	184%	
Contingencies	1,010	3,851	3,000	128%	
Annual district filing fee Website	-	175 705	175 705	100% 100%	
ADA website compliance	-	210	210	100%	
Total administrative	45,181	293,506	214,563	137%	
Total autilitistrative	45,101	293,300	214,505	137 /0	
Water management					
Lake maintenance	_	272,788	350,000	78%	
Contractual services	2,260	16,440	37,900	43%	
Aquascaping/cutbacks/pipe cleanout	-	302,251	100,000	302%	
Fuel load reduction of right of ways	_	196,672	-	N/A	
Fuel load reduction conservation areas	_	859,647	350,000	246%	
Lake bank erosion repairs	_	70,972	100,000	71%	
Electricity	2,382	34,935	30,000	116%	
Aeration replacement and repairs	4,680	132,486	44,730	296%	
Miscellaneous	_	128	_	N/A	
Total water management	9,322	1,886,319	1,012,630	186%	
Other fees & charges					
Property appraiser & tax collector	_	24,132	35,456	68%	
Total other fees & charges		24,132	35,456	68%	
Total expenditures	54,503	2,203,957	1,262,649	175%	
	<del></del>	·			
Excess/(deficiency) of revenues	(=0.000)	(0.10.0=0)			
over/(under) expenditures	(53,366)	(816,658)	119,619		
Fund balances - beginning	730,807	1,494,099	1,194,456		
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	249,374	249,374	886,008		
Fund balances - ending	\$ 677,441	\$ 677,441	\$ 1,314,075		
			<del> </del>		

#### **MEDITERRA**

# COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS) FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month	Year to Date		Budget	% of Budget
REVENUES					
Special assessment: on roll	\$ -	\$ 315,653	\$	315,756	100%
Interest	 1,151	14,937			N/A
Total revenues	1,151	330,590		315,756	105%
EXPENDITURES					
Debt service					
Principal	-	185,000		185,000	100%
Interest	-	118,000		118,000	100%
Total debt service	_	303,000		303,000	100%
Other fees & charges					
Property appraiser & tax collector	_	7,741		11,512	67%
Total other fees & charges	 _	 7,741		11,512	67%
Total expenditures	-	310,741		314,512	99%
Excess/(deficiency) of revenues					
over/(under) expenditures	1,151	19,849		1,244	
Fund balances - beginning	343,503	329,686		310,748	
Fund balances - ending	\$ 344,654	\$ 349,535	\$	311,992	

#### **MEDITERRA**

# COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND 222 - SERIES 2022 (REFUNDED SERIES 2012) FOR THE PERIOD ENDED AUGUST 31, 2025

	Current Month		Year to Date				% of Budget	
REVENUES								
Special assessment: on roll	\$	-	\$	829,382	\$	827,957	100%	
Interest	1	1,007		18,946			N/A	
Total revenues		1,007		848,328		827,957	102%	
EXPENDITURES								
Debt service								
Principal		_		707,000		708,000	100%	
Interest		_		110,268		110,289	100%	
Total debt service		-		817,268		818,289	100%	
Other fees & charges								
Property appraiser & tax collector				11,488		17,156	67%	
Total other fees & charges	1	-		11,488		17,156	67%	
Total expenditures				828,756		835,445	99%	
Excess/(deficiency) of revenues								
over/(under) expenditures		1,007		19,572		(7,488)		
Fund balances - beginning	2	44,272		237,960		209,331		
Fund balances - ending	\$ 24	45,279	\$	257,532	\$	201,843		

#### Mediterra CDD

2025 Operations Financial Impact Analysis 10.3.25

	Budget	Е	ncumbered	Variance
Operations Account	FY 2025		FY 2025	FY 2025
Lake Maintenance Contract	\$ 350,000	\$	338,613	\$ 11,387
Contract Services	\$37,900	\$	40,430	\$ (2,530)
Aqua/cut backs/pipe cleanout	\$ 100,000	\$	278,798	\$ (178,798)
Fuel Load reduction right of ways	\$ -	\$	196,672	\$ (196,672)
Fuel Load reduction conservations	\$350,000	\$	859,647	\$ (509,647)
Lake Bank - Erosion Repairs	\$ 100,000	\$	101,629	\$ (1,629)
Electricity	\$ 30,000	\$	12,687	\$ 17,313
Aeration Repairs and replacements	\$ 44,730	\$	113,716	\$ (68,986)
				\$ -
				\$ -
				\$ -
	\$ 1,012,630	\$	1,942,191	\$ (929,561)

Carry Over Unassigned as of 9/30/24: Current Balance as of 10/03/25:

1,494,102 Based off of Audit Year Ending 9/30/24 Reviewed June 12th.

Notes

564,541

Fiscal Year 2023:	Budget	Encumbered	<u>Variance</u>
Engineering - Nature Trail	\$169,480.00	\$31,947.00	\$ 137,533
Water Management:			
Capital Outlay - Nature Trail	\$100,000.00	\$0.00	\$ 100,000
Fiscal Year 2024:			
Engineering - Nature Trail	\$100,000.00	\$0.00	\$ 100,000
Water Management:			
Capital Outlay - Nature Trail	\$100,000.00	\$900.00	\$ 99,100
Total Budgeted For this Project:	\$469,480.00		
Total Spent:	\$32,847.00		

On November 2nd 2020 The District executed with Johnson Engineering \$58,500.00. Engineering Fees: Pond 74:

And paid \$57,639.57

#### Mediterra Breakdown October 3, 2025

#### **Summary:**

#### **Water Management:**

Lake Maintenance Contract \$349,365.00 (expires 10/31/25)

\$ 11,151.90 C/O (January thru October)

\$ 338,212.70

Conservation 4-B Dead Pine/Palm \$ 400.00 (Cintron – invoice received 11.22.24)

Total: \$338,612.70

#### **Contract Services:**

Cane Toad Removal Project \$ 20,000.00 (expires 11/30/25) Lake 52 bacteria applications \$ 5,700.00 (expires 11/30/25) Water Quality Testing \$ 13,995.00 (approved 3/2025)

Iguana Inspections \$ 735.00

Total: \$40,430.00

#### Aqua/cutbacks/pipe cleanout:

Annual Pipe Cleanout Project \$183,300.00 (commenced in 2024/Completed 2/2025)

Annual Pipe Cleanout 2025 \$ 58,700.00 (Approved 2/2025)

Annual Pipe Inspections \$ 6,500.00 Pipe Repairs \$ 20,900.00

Littoral Plantings Project \$ 12,272.50 (includes Lakes 12, 13, 15, 22, 27/28, 35 & 43)

\$ 2,875.00 C/O (Deduction Lake 22 Planting Project Remove)

Total: \$278,797.50

Fuel Load Reduction right of ways \$205,891.00

\$ 9,219.00 C/O (Deduction RMZ-7 is MCA Property)

\$196,672.00

Fuel Load Reduction conservation areas \$785,250.00

\$74,397.11 C/O (additional 2.48 acres - Approved 3/2025)

\$859,647.11

Total: \$1,056,319.11

#### **Lake Bank - Erosion Repairs**

Lake 6/Villorsi \$13,800.00

Lakes 15, 22 & 43 \$99,472.00 (Cortile/Medici/Verona)

\$34,498.00 (C/O to remove Lake 43 Project)

\$64,974.00

Lake 15 \$ 800.00 (C/O approved 2/2025) Lake 15 \$ 2,500.00 (C/O approved 3/2025) Lake 32 \$ 233.00 (lake bank damage)

Lake 15 \$ 1,800.00 (Drain Pipe/Rocks Repairs approved 4/2025)

Lake 43 \$ 17,522.00 (J.E. Survey approved 4/2025)

Total: \$101,629.00

Aeration Repairs & Replacement: \$ 99,859.99 (Fire ball/Cabinet Install)

Aeration Repairs & Replacement: \$ 4,670.00
Aeration Repairs & Replacement: \$ 6,752.95
Aeration Repairs & Replacement: \$ 4,657.76
Aeration Repairs & Replacement: \$ 6,149.11
Aeration Repairs & Replacement: \$ 942.08

Total: \$113,716.26

**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).

**Note:** Pipe Repairs include \$2,300.00 Lake 1 Hydro-seal Repair to structure 245/Villoresi (\$2,300.00) and Major outfall from Lake 55 (south side of Veteran's Memorial Blvd (\$6,800.00) and approved June 20, 2024. Dredging of Storm Inlet Lake 6/Villoresi lake end to extend this pipe out five feet and approved August 21, 2024. Cost \$11,800.00 + C/O \$2K for required sod for a total of \$13,800.00 Bank Restoration of Lakes 15 & 22 completed/invoiced 2.18.25

**Note:** Fuel Load Reduction "right of ways" project was a budgeted line item for fiscal year 2024 and project will be paid utilizing fund balance.

**Note:** Fireball/Cabinet Install project was completed the week of November 25<sup>th</sup>.

# STAFF REPORTS

# STAFF REPORTS C

#### **BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE**

#### **LOCATION**

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

<sup>1</sup>Boardroom in Main Clubhouse, 15755 Corso Mediterra Circle, Naples, Florida 34110

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 15, 2025	Regular Meeting	9:00 AM
November 19, 2025	Regular Meeting	9:00 AM
December 17, 2025	Regular Meeting	9:00 AM
January 21, 2026	Regular Meeting	9:00 AM
February 18, 2026 <sup>1</sup>	Regular Meeting	9:00 AM
March 18, 2026	Regular Meeting	9:00 AM
April 15, 2026	Regular Meeting Presentation of FY2027 Proposed Budget	9:00 AM
May 20, 2026	Regular Meeting	9:00 AM
June 17, 2026	Public Hearing & Regular Meeting  Adoption of FY2027 Budget	9:00 AM
August 19, 2026	Regular Meeting	9:00 AM

# STAFF REPORTS D

#### MEDITERRA CDD Key Activity Dates Updated: October - 2025

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 11/2025
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/Nov 2025
Lake & Wetland Contract Agenda	SOP	N/A	Contract Agreement with EarthBalance for Lake and Wetland Services. Agenda Item: Board consideration approving an additional two years at the current contract price \$349,364.60 for the next two years.	11.1.24 thru 10.31.25
Elide Fire Extinguishing 6" Ball (Standard Bracket) Phase II Project to include the installation of 24 Cabinets	SOP	N/A	Project commenced 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). Project completed November 25, 2024.	Warranty Expires 11/2026
Annual Financial Report	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year. Auditor placed on notice of deadline being no later than April 30th annually, and provide in their May agenda package for Board's consideration/approval.	April Agenda Item and Due 6/30/2026
Proposed Budget April 15th 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. Public Hearing to Adopt the Budget will be held during the June 17, 2026 Public Hearing and Regular Meeting.	April agenda item and due 6/15/2026
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.	5/1/2026 draft notice to Chairman & 5/7/26 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.	

Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective date of October 1st thru September 30th	10/1/2025
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	10/1/2026
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)	10/15/2025
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, 2024	11/30/2025
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 December 3rd.	12/3/2025
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)	4/15/2026
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%. 2025 Annual Inspections commenced on January 6th. Pipe cleaning approved during the February Board meeting for \$58,700.00. Project commenced 3/19/25 and was completed April 7th.	2026 Annual inspections completed in January

Water Testing/Sampling - Three year Rotation	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). As approved by the Board 8/20/25 This exercise will be conducted every three (3) years moving forward.	September & February thru May every three years. Due 2028
Lake Audit Report conducted by Johnson Engineering	SOP	N/A	Approved by the Board 6.12.25: Annual inspection and report of all District owned lakes. Report to include General Consultation, structural integrity of the lake banks and reporting. Annual inspections to be completed during the dry season.	Annually
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual review by WHA.	3/1/2026
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
Residential Preserve Wildfire Mitigation Program - Three Year Rotation Program	SOP	N/A	As approved June 16, 2021; 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. 6.12.25: C/O approved by the Board to add Brolio Lane section of Conservation N.T.E \$11,350.	Estimated time frame: 2/3/25 thru 6/30/25
Fuel Load Reduction Right of Ways	SOP	N/A	As approved at the August 21, 2024 meeting; project awared to Earthbalance and is scheduled to commence during the dry season and added to the Fiscal Year 2024/25 Budget.	December 9, 2024 thru January 28, 2025
Phase Three East - Stormwater Pond 74: Permit# 11-103215-P	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 May 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 compelted by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. Ethics Training Website: https://ethics.state.fl.us/Training/Training.aspx	12/31/2025

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. Https://ethics.state.fl.us/. 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 actifity, as well as develop performance measures and standards to assess the achievement of these goals and objectivies.	Due 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	Loan payments each April 1 and November 1, commencing May 1, 2022. 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.	November 14, and 30 days from certification of assessment roll annually

Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is	The Bond Indenture refers to IRS rules which state an issuer must pay (an	11/1/2024
		due.	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

	Maritana O VIII	Last Updated 9.15.		Tanana O Daaitana	
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	<u> </u>	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 & Ravelo	] [	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	
		1	L-76	Caminetto	
-				<u>'</u>	

# ACTION/AGENDA OR COMPLETED ITEMS

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	ACTION	Move "Completed" items 6 months or older from the date moved to completed to the Archive List.	Staff	X		
2	03.03.21	ACTION	Board: Include Mrs. Adams/Mr. Willis/Chair 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	Х		
3	04.21.21	ACTION	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
4	11.16.22	ACTION	Add Mr. Tarr in fire incident emails so he can alert Board.	Mr. Bowden	X		
5	02.21.24	ACTION	Take ethics training by 12.31.25. \$79 online course approved.	Board	X		
6	02.21.24	ACTION	Give BOS w/ Permit Extent Phase 3 East Stormwater Pond 74.	Mr. Adams	X		
7	08.21.24	ACTION	Webmaster to send Shane monthly email regarding updates.	Mr. Willis	X		
8	08.21.24	ACTION	Email Board when agenda packages are late.	Corporate	X		
9	10.16.24	ACTION	Staff will develop a bulleted list of Code of Conduct items to be inserted into the CDD's standard contracts going forward.	Mr. Adams	Х		
10	10.16.24	ACTION	Submit proposal for independent performance review of stormwater system according to scope of work as discussed.	Mr. Zordan	Х		
11	10.16.24	ACTION	Monitor Operating Account to maintain \$250,000 & sweep excess to BankUnited ICS account.	Corporate	Х		
12	02.19.25	вотн	Draft policy to hold homeowners accountable for failure to make recommended lake bank remediations.	Ms. Willson	X		
13	04.16.25	ACTION	Document areas w/ trees/vegetation planted in the LME.	Mr. Nott	X		
14	06.12.25	ACTION	Review "Orphan Lake Banks" Agreement & advise if CDD can continue above high-water mark.	Mr. Haber/ Ms. Willson	Х		
15	08.20.25	ACTION	Email draft minutes only to Mr. Tarr for advance review.	Corporate	Х		
16	08.20.25	ACTION	Evaluate lake bank Areas 1-10. Obtain maintenance costs.	Mr. Zordan	Х		
17	08.20.25	ACTION	Request costs to maintain lake bank Areas 11 through 22 from EarthBalance or Superior; photos will be taken of each area.	CDD Staff	Х		
18	08.20.25	ACTION	Evaluate lake bank erosion on the south side of Cortana.	Mr. Zordan	Х		
19	08.20.25	ACTION	Conduct full inventory of meters & present at next meeting.	Willis/Nott	Х		
20	08.20.25	ACTION	Give Mr. Nott full list CDD meters; affix CDD sticker to each CDD meter. Provide calculations for back pay amount due and amounts to be paid moving forward. Ms. Willson: Prep Agrmt.	CDD Staff	Х		

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
21	08.20.25	ACTION	Mr. Spungen: Give contract to Ms. Willson. Ms. Willson: Work w/ Mr. Spungen, structure Agrmt & add list of required items, statutory language. Correspondence to include Mr. Tarr.	CDD Staff	X		
22	08.20.25	ACTION	Ms. Gartland: Update letter to members of CDD as discussed, add heading & provide updated version to Mrs. Adams to distribute final version to all BOS Members for final review.	CDD Staff	Х		
23	08.20.25	ACTION	Reduce sediment sampling to every 3 years.	CDD Staff	Х		
24	08.20.25	ACTION	Request Environmental Resource Permit (ERP) extension. Give update at nxt meeting after Hurricane Ian Exec Order expires.	CDD Staff	X		
25	08.20.25	вотн	Discuss Direct Deposit of Reimbursements at nxt meeting.	CDD Staff	Х		
26	08.20.25	вотн	Invite Mr. Wrathell to attend a meeting virtually.	CDD Staff	Χ		
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1	03.03.21	ACTION	Email agenda to Chair 3 days before sending to BOS. <b>10.16.24</b> : Send to Vice Chair until new Chair elected.	Admin Staff		Х	03.19.25
2	03.03.21	ACTION	Review CDD website for accuracy & notify MCA GM of cancelled meetings/date changes to e-blast to residents.	Mr. Willis		Х	03.19.25
3	04.21.21	ACTION	Add cloud link on website & upload record of proceedings. <b>11.16.22</b> Check status & provide update at 02/2024 meeting.	Webmaster		REMOVED	03.19.25
4	01.19.22	ACTION	Work with MCA Manager to ensure Staff has opportunity to proof communications before they are sent.	Mr. Willis		Х	03.19.25
5	02.19.25	ACTION	Inspect large dead tree in Cortile pond area behind Mr. Peter Ray's home for possible removal.	Mr. Zordan		Х	03.19.25
6	02.19.25	ACTION	Irrigation company to ensure irrigation reaches sod, install additional lines & irrigation heads.	Mr. Nott		Х	03.19.25
7	02.19.25	ACTION	Ensure sod is watered twice per day for first month.	Mr. Nott		X	03.19.25
8	02.19.25	ACTION	Follow up with MRI regarding tractor left in cul-de-sac, sod damage from when tractor entered, and roadway stains.	Mr. Willis		Х	03.19.25
9	11.20.24	вотн	Work w/ ARC, MCA, etc to make sure drainage is addressed when approving lanai expansion and landscape remodels.	Admin Staff		REMOVED	03.19.25
10	01.15.25	ACTION	Plant "Land lock mat" littorals when rains begin. (April/May)	Mr. Zordan		REMOVED	03.19.25
11	02.19.25	ACTION	Notify resident, open max 20' in littorals behind the home.	Mr. Nott		Х	03.19.25
12	02.19.25	ACTION	Present proposal for 3 extra acres of ROW clearing at residential rates.	Mr. Zordan/ Mr. Barron		Х	03.19.25
13	02.19.25	ACTION	Mrs. Radford: Inform Mrs. Adams of MRI pipe cleaning date in advance. Send e-Blast to residents.	Ms. Radford/ Mrs. Adams		Х	03.19.25
14	02.19.25	ACTION	Draft the notice to residents to be sent via e-blast.	Ms. Gartland		Х	03.19.25
15	02.19.25	ACTION	Share most updated GIS map with Board & Staff. Post it on website. Present GIS map updates proposal at next meeting.	Mr. Zordan		Х	03.19.25
16	03.19.25	вотн	For next meeting, report annual lake audit findings/present recommendations. Obtain proposal for lake bank remediation & littoral plantings. Present at next meeting.	Mr. Willis		Х	06.12.25
17	03.19.25	ACTION	Remove zoom info from the agenda letter.	Management		X	06.12.25
18	04.17.24	ACTION	Draft specs for future lake bank remediations.	District Eng		X	08.20.25

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19	10.16.24	ACTION	Ensure palm fronds, trash & debris are removed from lakes as water levels recede.	Mr. Willis		Х	08.20.25
20	11.20.24	ACTION	Lake 37 will be tested in dry season. Mr. Elizarraraz: Provide letter stating "We see no reason to take any additional action until the next regularly scheduled sampling".	Mr. Zordan/ Mr. Elizarraraz		Х	08.20.25
21	02.19.25	ACTION	Notify owners their previous drainage modifications caused washouts. Improve communication, send correct letters to owners, develop timeline. Make list, track notifications, repairs & drainage movement to be done by owner vs CDD.	CDD Staff		Х	08.20.25
22	02.19.25	ACTION	Research if plantings are prohibited in drainage easements.	Mr. Zordan		Х	08.20.25
23	02.19.25	вотн	Zordan: Re-bid Lake 43 Verona proj. Mrs. Adams: Prep CO to remove \$34,498 MRI project. Nxt ag have photos, maps, info.	Mr. Zordan Mrs. Adams		х	08.20.25
24	02.19.25	ACTION	Utilize property owners' official contact info from Property Tax Records for official communications & send copy of communication to any alternate contacts provided.	CDD Staff		x	08.20.25
25	02.19.25	ACTION	Email EarthBalance preserve cleanup timeline to Mrs. Adams.	Mr. Barron		Х	08.20.25
26	02.19.25	вотн	Include comprehensive Lake Bank Analysis for next calendar year on April agenda.	Mr. Zordan		х	08.20.25
27	02.19.25	ACTION	Update Frequently Asked Questions (FAQs)	CDD Staff		X	08.20.25
28	02.19.25	ACTION	Attempt to borrow "Owl" camera for future meetings when all Supervisors are not present.	Mr. Willis		х	08.20.25
29	03.19.25	ACTION	Mr. Adams: Review Covenants. Mr. Willis: Work with District Engineer to ensure drainage issues are addressed.	Mr. Adams Mr. Willis		х	08.20.25
30	03.19.25	вотн	Board: Generate a list of questions re: fire mitigation	Board		Х	08.20.25
31	03.19.25	ACTION	FedEx Nov 2017 Johnson Eng report to Ms. Wheeler.	Management		Х	08.20.25
32	03.19.25	ACTION	Email Dryad report to Board.	CDD Staff		Х	08.20.25
33	03.19.25	вотн	Ask GIS professionals if map overlay showing preserves w/in 60' of a residence can be done & cost; present at nxt meeting.	Mr. Nychyk		Х	08.20.25
34	03.19.25	ACTION	Email Board FY24 cost for Johnson Eng. Work Authorization for Surface Water & Sediment Testing Analysis & Reporting (FY25: \$13,995)	CDD Staff		Х	08.20.25

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35	03.19.25	ACTION	Discuss Unaudited Financials &CDD accounting with Mr. Light.	Mr. Adams		X	08.20.25
36	03.19.25	ACTION	Reduce level of detail & conversation in meeting minutes.	Management		X	08.20.25
37	03.19.25	ACTION	Reorganize agenda order to 1, 2, 3, 4, 11, 14, 7, 5, 12.	Management		X	08.20.25
38	04.16.25	ACTION	Move Operations Financial Impact Analysis up in Agenda, following Unaudited Financials.	Management		Х	08.20.25
39	04.16.25	ACTION	Present Standard Operating Procedure for notifying & following up with residents re: needed remediations.	Ms. Willson		Х	08.20.25
40	04.16.25	ACTION	Present example of revised drainage schematic for residents who must arrange for drainage remediation.	Mr. Zordan		х	08.20.25
41	04.16.25	ACTION	Schedule a pre-application call with SFWMD, Dryad & Mr. Nott re: the DRYAD system.	Mr. Zordan		Х	08.20.25
42	04.16.25	ACTION	Consult fire department, a monitoring company & the MCA re: the DRYAD system.	Mr. Light		х	08.20.25
43	04.16.25	ACTION	Revise Section 2C of Resolution 2025-03.	Ms. Willson Mr. Adams		х	08.20.25
44	04.16.25	ACTION	Modify Reso 2025-03 Exhibit to include PVC pipe as standard.	Mr. Zordan		Х	08.20.25
45	04.16.25	ACTION	Inform Mr. Bowden that Board Members attending MCA meetings are not representing CDD. Questions or comments regarding CDD business should be submitted to the CDD Board for discussion at the CDD meeting.	Mr. Adams		Х	08.20.25
46	06.12.25	ACTION	Purchase OWL for August 2025 meeting.	Mr. Adams		X	08.20.25
47	06.12.25	ACTION	Board & Staff to review Agreement & discuss at next meeting; CDD can reimburse Medici if District Counsel advises that CDD is responsible.	Mr. Haber/ Ms. Willson		Х	08.20.25
48	06.12.25	ACTION	Plant Cortile Lake littoral plantings now in areas identified. Planting to be complete by end of July/early August.	Mrs. Adams		х	08.20.25
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