

# **MEDITERRA**

## **COMMUNITY DEVELOPMENT DISTRICT**

**May 19, 2021**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

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

May 12, 2021

Board of Supervisors  
Mediterra Community Development District

<b>ATTENDEES:</b> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.
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Dear Board Members:

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on May 19, 2021 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Comments
3. Discussion: Next Phase of Preserve Fire Reduction Program
4. Consideration of Resolution 2021-06, Approving Proposed Budgets for Fiscal Year 2021/2022 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
5. Consideration of Resolution 2021-07, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2021/2022 and Providing for an Effective Date
6. Consideration of Resident Requests for Tree Removal/Replacement
  - A. 15251 Medici Way (Mrs. Almstead) - Plant Hong Kong Orchid Tree in Back Yard
  - B. 15239 Medici Way (Mrs. Martha Kuzak) - Remove and Replace Black Olive Tree
7. Update: Conservation Area Restoration Activities Behind 10806 Cortile Way
8. Consideration of Second Amendment to Wrathell, Hunt and Associates, LLC Management Advisory Services Agreement
9. Consideration of Johnson Engineering, Inc., 2021 Surface Water and Sediment Testing Analysis and Reporting Proposal

10. Consideration of Resolution 2021-08, Adopting an Amended and Restated Policy Governing Engagement of District Engineering Services for Oversight of Construction Projects Costing Over \$10,000; and Providing for Severability and an Effective Date

11. Acceptance of Unaudited Financial Statements

A. As of February 28, 2021

B. As of March 31, 2021

12. Approval of April 21, 2021 Regular Meeting Minutes

13. Staff Reports

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

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

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

I. Registered Voters in District as of April 15, 2020

- Collier County: 786
- Lee County: 454

II. NEXT MEETING DATE: June 16, 2021 at 9:00 A.M.

○ QUORUM CHECK

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

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

I. Key Activity Dates

II. Operations Financial Impact Analysis FY 2020-2021

14. Action/Agenda or Completed Items

15. Old Business

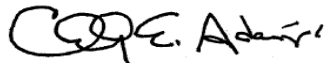
16. Supervisors' Requests

17. Public Comments

18. Adjournment

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

Sincerely,



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

**FOR RESIDENTS TO 'LISTEN IN' TO THE BOARD MEETING**

**CALL IN NUMBER: 877-876-9176**

**CONFERENCE ID: MEDITERRA**

**PROGRAM TITLE: MEDITERRA CDD BOARD OF SUPERVISORS MEETING**

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER WILL BE PROVIDED WITHIN 24 HOURS OF MEETING**

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

**CONFERENCE ID: MEDITERRA**

**PROGRAM TITLE: MEDITERRA CDD BOARD OF SUPERVISORS MEETING**

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

**4**

**RESOLUTION 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2021/2022; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Mediterra Community Development District ("**District**") prior to June 15, 2021, proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required

**WHEREAS**, it is in the best interest of the District to fund the administrative and operations services (together, "**Services**") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("**Assessments**"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

**WHEREAS**, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

**WHEREAS**, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2021/2022 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **DECLARING ASSESSMENTS.** Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget, all of which are on file and available for public inspection at the "District's Office," 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installments

pursuant to a bill issued by the District in November of 2020, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the Uniform Method as set forth in Chapter 197, Florida Statutes.

3. **SETTING PUBLIC HEARINGS.** Pursuant to Chapters 170, 190, and 197, Florida Statutes, public hearings on the approved Proposed Budget and the Assessments are hereby declared and set for the following date, hour and location:

DATE: August 18, 2021  
HOUR: 9:00 A.M.  
LOCATION: Sports Club at Mediterra  
(Bella Vita 1 Room)  
15735 Corso Mediterra Circle  
Naples, Florida 34110

4. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Collier County, Lee County and the City of Bonita Springs at least 60 days prior to the hearing set above.

5. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

6. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

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

**PASSED AND ADOPTED THIS 19TH DAY OF MAY, 2021.**

ATTEST:

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

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

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

**EXHIBIT A: FY2021/2022 PROPOSED BUDGET**



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2022  
PROPOSED BUDGET**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
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**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND 001 BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Estimated through 9/30/2021	Total Actual and Estimated	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 759,316				\$1,094,697
Allowable Discounts (4%)	(30,373)				(43,788)
Assessment levy: on-roll - net	728,943	\$ 708,533	\$ 20,410	\$ 728,943	1,050,909
Assessment levy: off-roll	129,259	64,630	64,629	129,259	-
Interest and miscellaneous	-	38	100	138	-
Total revenues	858,202	773,201	85,139	858,340	1,050,909
<b>EXPENDITURES</b>					
<b>Professional &amp; admin</b>					
Supervisors	9,900	4,306	5,594	9,900	9,900
Management	48,000	24,000	24,000	48,000	48,000
Accounting	16,700	8,350	8,350	16,700	16,700
Audit	10,000	-	10,000	10,000	10,000
Legal	10,000	4,086	5,914	10,000	10,000
Field management	15,300	7,650	7,650	15,300	15,300
Engineering	95,000	42,129	52,871	95,000	95,000
Trustee	10,000	-	10,000	10,000	10,000
Dissemination agent	4,000	2,000	2,000	4,000	4,000
Arbitrage rebate calculation	1,500	-	1,500	1,500	1,500
Assessment roll preparation	5,000	2,500	2,500	5,000	5,000
Telephone	259	129	130	259	259
Postage	1,000	597	403	1,000	1,000
Insurance	11,750	10,696	-	10,696	11,750
Printing & binding	1,714	857	857	1,714	1,714
Legal advertising	4,000	1,556	2,444	4,000	4,000
Contingencies	2,500	1,170	1,330	2,500	2,500
Annual district filing fee	175	175	-	175	175
Website	705	705	-	705	705
ADA website compliance	210	210	-	210	210
Total professional & admin	247,713	111,116	135,543	246,659	247,713

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND 001 BUDGET  
FISCAL YEAR 2022**

	Fiscal Year 2021				Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Estimated through 9/30/2021	Total Actual and Estimated	
<b>Water management</b>					
Contractual services	215,000	85,910	121,130	207,040	220,000
Aquascaping/aesthetic enhance/pipe cleanou	100,000	6,325	35,000	41,325	100,000
Conservation area fire mitigation clean up	-	-	-	-	175,000
Lake bank-erosion repairs	-	-	-	-	75,000
Electricity	31,500	15,053	16,447	31,500	31,500
Capital Outlay-Drain Pipe Repair	78,000	116,000	18,000	134,000	-
Future aeration replacement	17,340	3,648	13,692	17,340	9,000
Capital outlay-aeration FCB loan pymt	89,960	4,074	85,886	89,960	89,960
Total water management	<u>531,800</u>	<u>231,010</u>	<u>290,155</u>	<u>521,165</u>	<u>700,460</u>
<b>Other fees and charges</b>					
Property appraiser & tax collector	18,729	9,593	9,136	18,729	27,736
Total other fees and charges	<u>18,729</u>	<u>9,593</u>	<u>9,136</u>	<u>18,729</u>	<u>27,736</u>
Total expenditures and other uses	<u>798,242</u>	<u>351,719</u>	<u>434,834</u>	<u>786,553</u>	<u>975,909</u>
Excess/(deficiency) of revenues over/(under) expenditures	59,960	421,482	(349,695)	71,787	75,000
Fund balance - beginning (unaudited)	100,919	135,112	556,594	135,112	206,899
Fund balance - ending (projected)	<u>\$ 160,879</u>	<u>\$ 556,594</u>	<u>\$ 206,899</u>	<u>\$ 206,899</u>	<u>\$ 281,899</u>

**Assessment Summary**

Description	Units	FY 2021		FY 2022	
		Actual Assessment	Proposed Assessment	Actual Assessment	Proposed Assessment
On-roll assessments	1,094.53	\$ 820.00	\$ 1,000.15	\$ 1,000.15	\$ 1,094,697

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

**EXPENDITURES**

Supervisors	\$ 9,900
Supervisors pay is statutorily set at \$200 , per Supervisor, (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800, per Supervisor, for each fiscal year. It is anticipated the Board will meet 9 times a year.	
Management	48,000
<b>Wrathell, Hunt and Associates, LLC</b> , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community.	
Accounting	16,700
Fees related to all aspects of accounting for the District funds, including budget and financial statement preparation, cash management and accounts payable. These functions are performed by <b>Wrathell, Hunt and Associates, LLC</b> , on behalf of the District.	
Audit	10,000
The District are required to complete annual, independent examinations of their accounting records and procedures. These audit is conducted pursuant to Florida Law and the Rules of the Florida Auditor General.	
Legal	10,000
Fees for on-going general counsel and legal representation on behalf of the District.	
Field management	15,300
<b>Wrathell, Hunt &amp; Associates, LLC</b> , is responsible for day-to-day field operations. These responsibilities include, but are not limited to, preparing and bidding services, contract administration, hiring and maintaining qualified personnel, preparing operating schedules and policies, ensuring compliance with operating permits, preparing and implementing field operating budgets, providing District-related information to the public and attending board meetings.	
Engineering	95,000
Johnson Engineering, Inc. provides an array of engineering, consulting, and construction services to the District, assisting them in crafting solutions with sustainability for the long-term interests of the community, while recognizing the needs of the government, environment and maintenance of the community's facilities. For fiscal year 2021, the projected costs also include pursuing Collier County permitting for the partial filling of lake 74 in preparation for future community facilities.	
Trustee	10,000
Annual fees paid to U.S. Bank for acting as trustee, paying agent and registrar.	
Dissemination agent	4,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities & Exchange Act of 1934. The District has amended their contracts with Wrathell, Hunt and Associates, LLC to provide this service.	
Arbitrage rebate calculation	1,500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate arbitrage rebate liability.	
Assessment roll preparation	5,000
The District has amended their contracts with Wrathell, Hunt and Associates, LLC to provide assessment roll management services.	

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

**EXPENDITURES (continued)**

Telephone	259
Telephone and fax machine services.	
Postage	1,000
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Insurance	11,750
The District carries public officials liability, general liability and fire damage insurance. The District has a general liability insurance limit of \$1,000,000 (\$2,000,000 general aggregate limit), a public officials liability limit of \$5,000,000 (\$5,000,000 general aggregate limit) and a fire damage liability limit of \$50,000.	
Printing & binding	1,714
Letterhead, envelopes, copies, etc.	
Legal advertising	4,000
Required advertisements for monthly meetings, special meetings, public hearings, bidding, etc.	
Contingencies	2,500
Bank charges, automated AP routing and miscellaneous expenses incurred throughout the year.	
Annual district filing fee	175
Annual fee paid to the Department of Economic Opportunity.	
Website	705
ADA website compliance	210
Contractual services	220,000
Contracts entered into by the District for water management related professional services, including lake and wetland maintenance, as well as water quality testing and Cane Toad removal.	
Aquascaping/aesthetic enhance/pipe cleanout	100,000
Addresses the continued supplementation of the lake perimeter beneficial aquatic plant program as well as inspection and cleanout of District owned drainage pipes and structures. It is also anticipated that the District will continue the lake aesthetic enhancement program in 2022.	
Conservation area fire mitigation clean up	175,000
This effort is a continuation of the program initiated by the District in 2017 which includes the vegetation	
Lake Bank-Erosion Repairs	75,000
In fiscal year 2022, the District plans on continuing its lake bank erosion repair and mitigation efforts. Lakes 13 and 35 are planned to have rip raprock installed along the eroded shorelines.	
Electricity	31,500
Electrical expenses incurred relating to water management of the District.	
Future aeration replacement	9,000
In 2018 the District adopted an aeration major component replacement schedule. The budgeted amount is per that schedule	
Capital outlay-aeration FCB loan pymt	89,960
In 2017 the District completed the remaining aeration systems and began repaying the 5 year loan from FCB during fiscal year 2018 maturing during fiscal year 2023.	
Property appraiser & tax collector	27,736
The tax collector's fee is 1.5% of assessments collected.	
Total expenditures	\$ 975,909

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2012 (\$6,025,000 and \$7,430,000)  
REFUNDING MEDITERRA SOUTH SERIES 1999 & 2001  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual and Estimated	Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Estimated through 9/30/2021		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 1,112,497				\$ 1,112,168
Allowable Discounts (4%)	(44,500)				(44,487)
Assessment levy: on-roll - net	1,067,997	\$ 1,035,301	\$ 32,696	\$ 1,067,997	1,067,681
Assessment prepayments	-	6,868	-	6,868	-
Interest	-	35	-	35	-
Total Revenues	1,067,997	1,042,204	32,696	1,074,900	1,067,681
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	615,000	-	610,000	610,000	615,000
Principal prepayment	-	10,000	65,000	75,000	-
Interest	431,010	215,505	215,250	430,755	430,755
Total debt service	1,046,010	225,505	890,250	1,115,755	1,045,755
<b>Other fees &amp; charges</b>					
Property appraiser & tax collector	21,987	12,044	9,943	21,987	21,926
Total other fees & charges	21,987	12,044	9,943	21,987	21,926
Total expenditures	1,067,997	237,549	900,193	1,137,742	1,067,681
Excess/(deficiency) of revenues over/(under) expenditures	-	804,655	(867,497)	(62,842)	-
Beginning fund balance (unaudited)	1,053,749	1,071,821	1,876,476	1,071,821	1,008,979
Ending fund balance (projected)	<u>\$1,053,749</u>	<u>\$1,876,476</u>	<u>\$1,008,979</u>	<u>\$1,008,979</u>	<u>1,008,979</u>
Use of fund balance					
Debt service reserve account balance (required)					(804,268)
Interest expense - November 1, 2022					(185,801)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 18,910</u>

## Mediterra

Community Development District

Series 2012 (Refunded Mediterra North CDD Series 2001 and Mediterra South CDD Series 1999 & 2001)  
\$6,025,000 and \$7,430,000

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2021	-	-	200,088.75	200,088.75
05/01/2022	635,000.00	4.500%	200,088.75	835,088.75
11/01/2022	-	-	185,801.25	185,801.25
05/01/2023	665,000.00	4.650%	185,801.25	850,801.25
11/01/2023	-	-	170,340.00	170,340.00
05/01/2024	695,000.00	5.100%	170,340.00	865,340.00
11/01/2024	-	-	152,617.50	152,617.50
05/01/2025	735,000.00	5.100%	152,617.50	887,617.50
11/01/2025	-	-	133,875.00	133,875.00
05/01/2026	775,000.00	5.100%	133,875.00	908,875.00
11/01/2026	-	-	114,112.50	114,112.50
05/01/2027	815,000.00	5.100%	114,112.50	929,112.50
11/01/2027	-	-	93,330.00	93,330.00
05/01/2028	855,000.00	5.100%	93,330.00	948,330.00
11/01/2028	-	-	71,527.50	71,527.50
05/01/2029	900,000.00	5.100%	71,527.50	971,527.50
11/01/2029	-	-	48,577.50	48,577.50
05/01/2030	950,000.00	5.100%	48,577.50	998,577.50
11/01/2030	-	-	24,352.50	24,352.50
05/01/2031	955,000.00	5.100%	24,352.50	979,352.50
<b>Total</b>	<b>\$7,980,000.00</b>	<b>-</b>	<b>\$2,389,245.00</b>	<b>\$10,369,245.00</b>



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND 204 BUDGET - SERIES 2013 BONDS  
FISCAL YEAR 2022**

	Fiscal Year 2021			Total Actual and Estimated	Proposed Budget FY 2022
	Adopted	Actual through 3/31/2021	Estimated through 9/30/2021		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 329,677				\$ 328,913
Allowable discounts (4%)	(13,187)				(13,157)
Assessment levy: on-roll - net	316,490	\$ 308,527	\$ 7,963	\$ 316,490	315,756
Interest	-	8	-	8	-
Total revenues	316,490	308,535	7,963	316,498	315,756
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	155,000	-	155,000	155,000	165,000
Interest	145,638	72,819	72,819	145,638	139,244
Total debt service	300,638	72,819	227,819	300,638	304,244
<b>Other fees &amp; charges</b>					
Property appraiser & tax collector	11,539	6,171	5,368	11,539	11,512
Total other fees & charges	11,539	6,171	5,368	11,539	11,512
Total expenditures	312,177	78,990	233,187	312,177	315,756
Excess/(deficiency) of revenues over/(under) expenditures	4,313	229,545	(225,224)	4,321	-
Fund balance:					
Net increase/(decrease) in fund balance	4,313	229,545	(225,224)	4,321	-
Beginning fund balance (unaudited)	242,766	255,383	484,928	255,383	259,704
Ending fund balance (projected)	\$247,079	\$484,928	\$259,704	\$ 259,704	259,704
Use of fund balance					
Debt service reserve account balance (required)					(75,000)
Interest expense - November 1, 2022					(66,219)
Projected fund balance surplus/(deficit) as of September 30, 2022					<u>\$ 118,485</u>

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

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i
11/01/2021	-		69,621.88	69,621.88
05/01/2022	165,000.00	4.125%	69,621.88	234,621.88
11/01/2022	-		66,218.75	66,218.75
05/01/2023	170,000.00	4.125%	66,218.75	236,218.75
11/01/2023	-		62,712.50	62,712.50
05/01/2024	180,000.00	4.125%	62,712.50	242,712.50
11/01/2024	-		59,000.00	59,000.00
05/01/2025	185,000.00	5.000%	59,000.00	244,000.00
11/01/2025	-		54,375.00	54,375.00
05/01/2026	195,000.00	5.000%	54,375.00	249,375.00
11/01/2026	-		49,500.00	49,500.00
05/01/2027	210,000.00	5.000%	49,500.00	259,500.00
11/01/2027	-		44,250.00	44,250.00
05/01/2028	220,000.00	5.000%	44,250.00	264,250.00
11/01/2028	-		38,750.00	38,750.00
05/01/2029	230,000.00	5.000%	38,750.00	268,750.00
11/01/2029	-		33,000.00	33,000.00
05/01/2030	240,000.00	5.000%	33,000.00	273,000.00
11/01/2030	-		27,000.00	27,000.00
05/01/2031	255,000.00	5.000%	27,000.00	282,000.00
11/01/2031	-		20,625.00	20,625.00
05/01/2032	265,000.00	5.000%	20,625.00	285,625.00
11/01/2032	-		14,000.00	14,000.00
05/01/2033	280,000.00	5.000%	14,000.00	294,000.00
11/01/2033	-		7,000.00	7,000.00
05/01/2034	280,000.00	5.000%	7,000.00	287,000.00
<b>Total</b>	<b>\$2,875,000.00</b>		<b>\$1,092,106.25</b>	<b>\$3,967,106.25</b>

**Mediterra  
Community Development District  
FY 2021-2022 Final Assessments**

**\*\*\*PRELIMINARY\*\*\***

**Lee County "North" 2012 Series A Bond Issue - Refinanced 2001 Bonds**

**Lee County  
9 years remaining**

<b>Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2021-2022 tax payment</b>
Teramo	115	Manor 2	\$2,972.19	\$ 1,000.15	\$ 3,972.34	\$20,040.56
Il Cuore Ct	115A	Manor A	4,265.31	1,000.15	5,265.46	28,759.62
Verona (Lots 1-5,31-34)	117	Manor 3	3,052.53	1,000.15	4,052.68	20,582.27
Cortile (lots 1-5, 37-48)	118	Villa 1	1,405.76	1,000.15	2,405.91	9,478.60
Treviso (Lots 2 - 10)	120	Manor 1	2,891.86	1,000.15	3,892.01	19,498.92
Marcello	114	Estate 1	2,891.86	1,000.15	3,892.01	19,498.92
Marcello	114	Estate 1A	3,682.26	1,000.15	4,682.41	24,828.33
Amarone	124	Estate 1	2,891.86	1,000.15	3,892.01	19,498.92
Positano	116	Villa 1	1,405.76	1,000.15	2,405.91	9,478.60
Villalago	121	Villa 2	1,124.61	1,000.15	2,124.76	7,582.88
Terrazza	123	Villa 2	1,124.61	1,000.15	2,124.76	7,582.88
Serata	122A	Villa 2	1,124.61	1,000.15	2,124.76	7,582.88
Serata II	122A	Villa 2A	1,886.60	1,000.15	2,886.75	12,720.78
Brendisi	119	Coach 1	838.51	1,000.15	1,838.66	5,653.84
Calabria	122B	Coach 1	838.51	1,000.15	1,838.66	5,653.84
Porta Vecchio	113	Coach	803.30	1,000.15	1,803.45	5,416.37

Fiscal year 2020-2021 Assessments:	Manor 1	\$ 2,890.40	\$ 820.00	\$ 3,710.40	\$20,927.87
	Manor 2	2,970.69	820.00	3,790.69	21,509.21
	Manor 3	3,050.99	820.00	3,870.99	22,090.62
	Manor A	4,263.16	820.00	5,083.16	30,867.24
	Estate 1	2,890.40	820.00	3,710.40	20,927.87
	Estate 1A	3,680.40	820.00	4,500.40	26,647.82
	Villa 1	1,405.06	820.00	2,225.06	10,173.27
	Villa 2	1,124.04	820.00	1,944.04	8,138.61
	Villa 2A	1,885.66	820.00	2,705.66	13,653.04
	Coach 1	838.09	820.00	1,658.09	6,068.16
	Coach	802.89	820.00	1,622.89	5,813.32

**Mediterra  
Community Development District  
FY 2021-2022 Final Assessments**

**\*\*\*PRELIMINARY\*\*\***

**Collier County "South" 2012 Series Bond Issue - REFINANCED 1999 Bonds**

**Collier County  
9 years remaining**

<b>Phase I Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2021-2022 tax payment</b>
Benvenuto	100	Manor SF	\$ 2,381.23	\$ 1,000.15	\$ 3,381.38	\$ 15,470.54
IL Corsini	108	Manor SF	2,381.23	1,000.15	3,381.38	15,470.54
IL Trebbio Lots 1-14	101	Estate SF	2,381.23	1,000.15	3,381.38	15,470.54
Savona	102	Estate SF	2,381.23	1,000.15	3,381.38	15,470.54
Medici	107	Villa A	949.02	1,000.15	1,949.17	6,165.65
Milan	105/106	Villa B	949.02	1,000.15	1,949.17	6,165.65
Villoresi	103	Villa C	949.02	1,000.15	1,949.17	6,165.65
Monterosso	104	Coach	711.77	1,000.15	1,711.92	4,624.27
Fiscal year 2020-2021 Assessments:		Manor SF	\$2,380.03	\$ 820.00	\$ 3,200.03	\$17,232.55
		Estate SF	2,380.03	820.00	3,200.03	\$17,232.55
		Villa A,B,C	948.54	820.00	1,768.54	6,867.87
		Coach	711.41	820.00	1,531.41	5,150.94

**Mediterra  
Community Development District  
FY 2021-2022 Final Assessments**

**\*\*\*PRELIMINARY\*\*\***

**Collier County "South" 2012 A-1 Series Bond Issue - REFINANCED 2001 Bonds**

**Collier County  
9 years remaining**

<b>Phase II Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2021-2022 tax payment</b>
Bello Lago	109	Manor SF B	\$ 2,809.45	\$ 1,000.15	\$ 3,809.60	\$ 18,252.60
Padova (Lots 28-35)	110	Manor SF C	2,341.21	1,000.15	3,341.36	15,210.54
Ravello	111	Manor SF B	2,809.45	1,000.15	3,809.60	18,252.60
Cortile (lots 6-18,26-36)	118A	Villa A	1,461.68	1,000.15	2,461.83	9,496.32
Cortile (lots 19-25)	118B	Manor SF A	2,497.28	1,000.15	3,497.43	16,224.49
Treviso (Lot 1)	120	Manor SF B	2,809.45	1,000.15	3,809.60	18,252.60
IL Trevvio Lots (15-22)	101A	Estate SF A	2,341.21	1,000.15	3,341.36	15,210.54
Padova Lots 1-27	110	Estate SF A	2,341.21	1,000.15	3,341.36	15,210.54
Verona (lots 6-30)	117	Estate SF B	2,965.54	1,000.15	3,965.69	19,266.69
Bellezza	112	Villa B	1,092.56	1,000.15	2,092.71	7,098.22
Porta Vecchio (Bldgs 13,14)	113	Coach	780.40	1,000.15	1,780.55	5,070.18
Fiscal year 2020-2021 Assessments:		Manor SF A	\$ 2,496.02	\$ 820.00	\$ 3,316.02	\$ 18,072.39
		Manor SF B	2,808.03	820.00	3,628.03	20,331.44
		Manor SF C	2,340.03	820.00	3,160.03	16,942.94
		Estate SF A	2,340.03	820.00	3,160.03	16,942.94
		Estate SF B	2,964.04	820.00	3,784.04	21,461.03
		Villa A	1,460.94	820.00	2,280.94	10,577.91
		Villa B	1,092.01	820.00	1,912.01	7,906.67
		Coach	780.01	820.00	1,600.01	5,647.62

**Mediterra  
Community Development District  
FY 2021-2022 Final Assessments**

**\*\*\*PRELIMINARY\*\*\***

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

**Collier County  
12 years remaining**

<b>Phase III Neighborhoods</b>	<b>Parcel</b>	<b>Bond Designation</b>	<b>Debt Service Assessment</b>	<b>O &amp; M Assessment</b>	<b>Total Assessment</b>	<b>Outstanding Principal after 2021-2022 tax payment</b>
Lucarno	125	Villa C	\$ 1,376.21	\$ 1,000.15	\$ 2,376.36	\$ 11,338.91
Lucarno	126	Villa C	1,376.21	1,000.15	2,376.36	11,338.91
Felicita	127	SF - 90	2,752.41	1,000.15	3,752.56	22,677.82
Cellini	128	SF - 90	2,752.41	1,000.15	3,752.56	22,677.82
Celebrita	129	SF - 90	2,752.41	1,000.15	3,752.56	22,677.82
Buonasera	130	SF - 90	2,752.41	1,000.15	3,752.56	22,677.82
Cabreo	131	Villa C	1,376.21	1,000.15	2,376.36	11,338.91
Caminetto						
Fiscal year 2020-2021 Assessments:		SF - 90	\$ 2,758.81	\$ 820.00	\$ 3,578.81	\$ 24,058.62
		Villa C	1,379.40	820.00	2,199.40	12,029.31

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

**5**

**RESOLUTION 2021-07**

**A RESOLUTION OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2021/2022 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Mediterra Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Collier and Lee Counties, Florida; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

**WHEREAS**, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

**WHEREAS**, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

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

**SECTION 1. ADOPTING REGULAR MEETING SCHEDULE.** Regular meetings of the District’s Board shall be held during Fiscal Year 2021/2022 as provided on the schedule attached hereto as **Exhibit A**.

**SECTION 2. FILING REQUIREMENT.** In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Collier County, Lee County, the City of Bonita Springs and the Florida Department of Economic Opportunity.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

Attest:

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



Exhibit A

<b>MEDITERRA COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 20, 2021</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>November 17, 2021</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>January 19, 2022</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>February 16, 2022</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>March 16, 2022</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>April 20, 2022</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>May 18, 2022</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 15, 2022</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 17, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>9:00 AM</b>

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

**6A**

## Debbie Tudor

---

**From:** Cleo Adams  
**Sent:** Tuesday, May 04, 2021 2:09 PM  
**To:** Debbie Tudor  
**Cc:** Daphne Gillyard  
**Subject:** FW: Hong Kong Orchid Tree

Please replace the previously sent picture with this one, as it has the exact marked location Ms. Almstead would like to plant the tree.

The address for the agenda is 15251 Medici Way – Hong Kong Orchid Tree request in owners backyard.

Stay Safe, Healthy & Donate Plasma –

Cleo Adams  
Assistant District Manager  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** Jane <janealmstead@gmail.com>  
**Sent:** Friday, April 30, 2021 4:56 PM  
**To:** Cleo Adams <crismondc@whhassociates.com>  
**Subject:** Re: Hong Kong Orchid Tree







Sent from my iPad

On Apr 30, 2021, at 1:11 PM, Cleo Adams <[crismond@whhassociates.com](mailto:crismond@whhassociates.com)> wrote:

Hi Jane,

It would also be helpful if you could provide us with an exact location of where you would like to plant this tree on the Districts lake embankment. Maybe you could mark it on a photo and provide that way. I know the Board is going to asking questions about that.

Stay Safe, Healthy & Donate Plasma –

Cleo Adams  
Assistant District Manager  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road  
Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

**FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.**

---

**From:** mftmw3 <[mftmw3@gmail.com](mailto:mftmw3@gmail.com)>

**Sent:** Thursday, April 22, 2021 5:16 PM

**To:** [janealmstead@gmail.com](mailto:janealmstead@gmail.com)

**Cc:** Cleo Adams <[crismond@whhassociates.com](mailto:crismond@whhassociates.com)>; Tim Richards <[timr@mediterraca.com](mailto:timr@mediterraca.com)>; Medici Dierdre Woods <[dierdre.woods@gulfbreezemanagement.com](mailto:dierdre.woods@gulfbreezemanagement.com)>

**Subject:** Hong Kong Orchid Tree

Hello Jane,

If you are still considering planting a Hong Kong Orchid behind your house, I believe that you need to get approval from Mediterra CDD, and possibly the MCA and Medici HOA.

The Hong Kong Orchard tree would be planted on CDD property. All you have to do to get CDD approval is write an email to Cleo Adams explaining where you would like to plant the tree and how many feet the new tree will be from your existing Hong Kong Orchid tree. Emailing Cleo Adam's a photo of the spot where you would like to plant the tree would also be helpful.

I am not sure if additional approvals are needed. Please check with Tim Richard's office (MCA) and Dierdre Woods at Gulf Breeze (Medici HOA) to see *if you need to fill out additional paperwork* for the MCA and the Medici HOA.

I have cc'd Cleo Adam's, Tim Richards and Dierdre Woods so that you have their email addresses.

Best Wishes,

Mary Wheeler  
317-443-1108

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Sent from my iPhone

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Sent from my iPhone

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

**6B**

## Debbie Tudor

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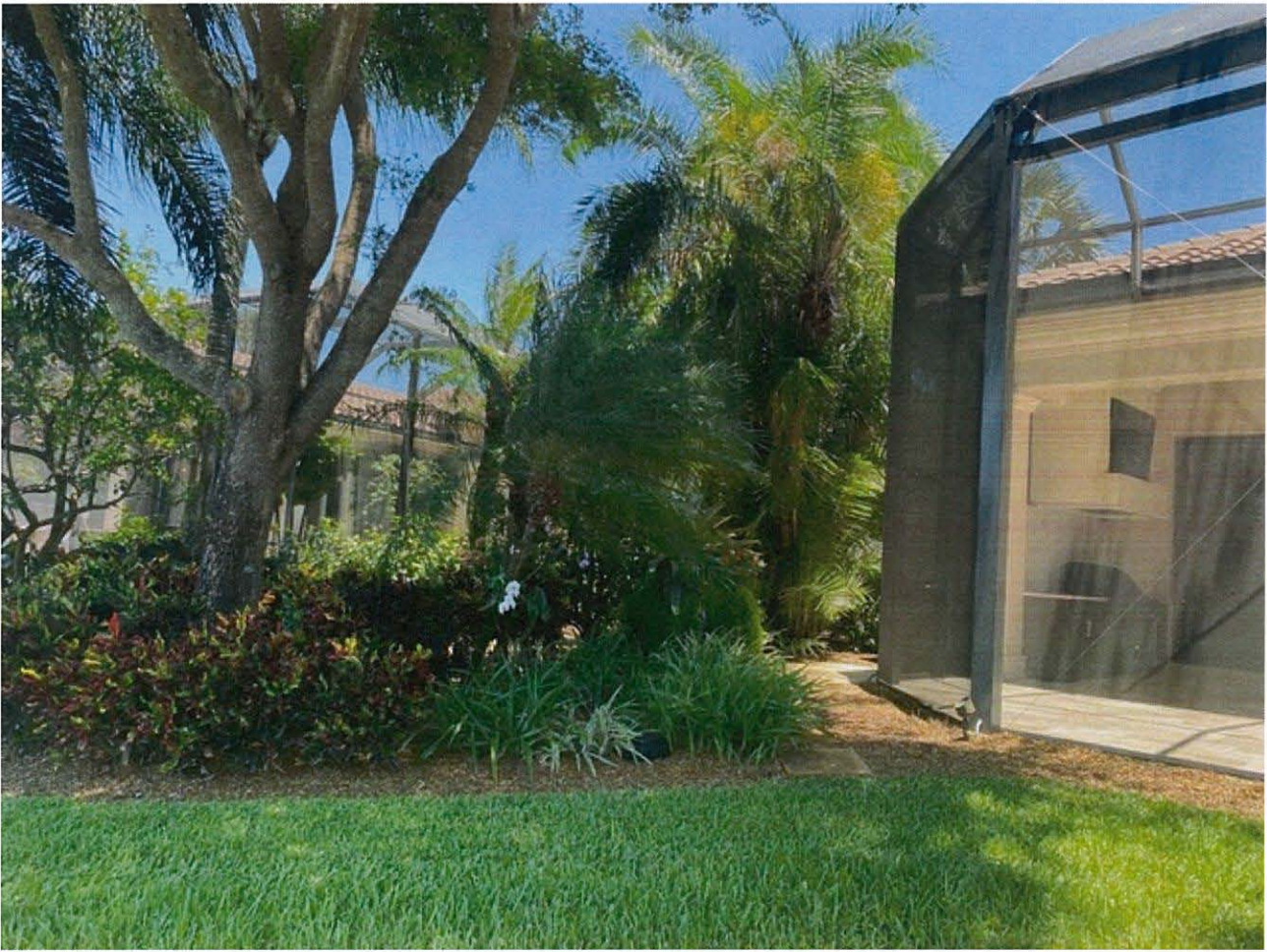
**From:** Martha Kuzak <marvy1@comcast.net>  
**Sent:** Thursday, May 06, 2021 1:35 PM  
**To:** Cleo Adams  
**Cc:** DK  
**Subject:** Re: Tree removal 15239 Medici Way

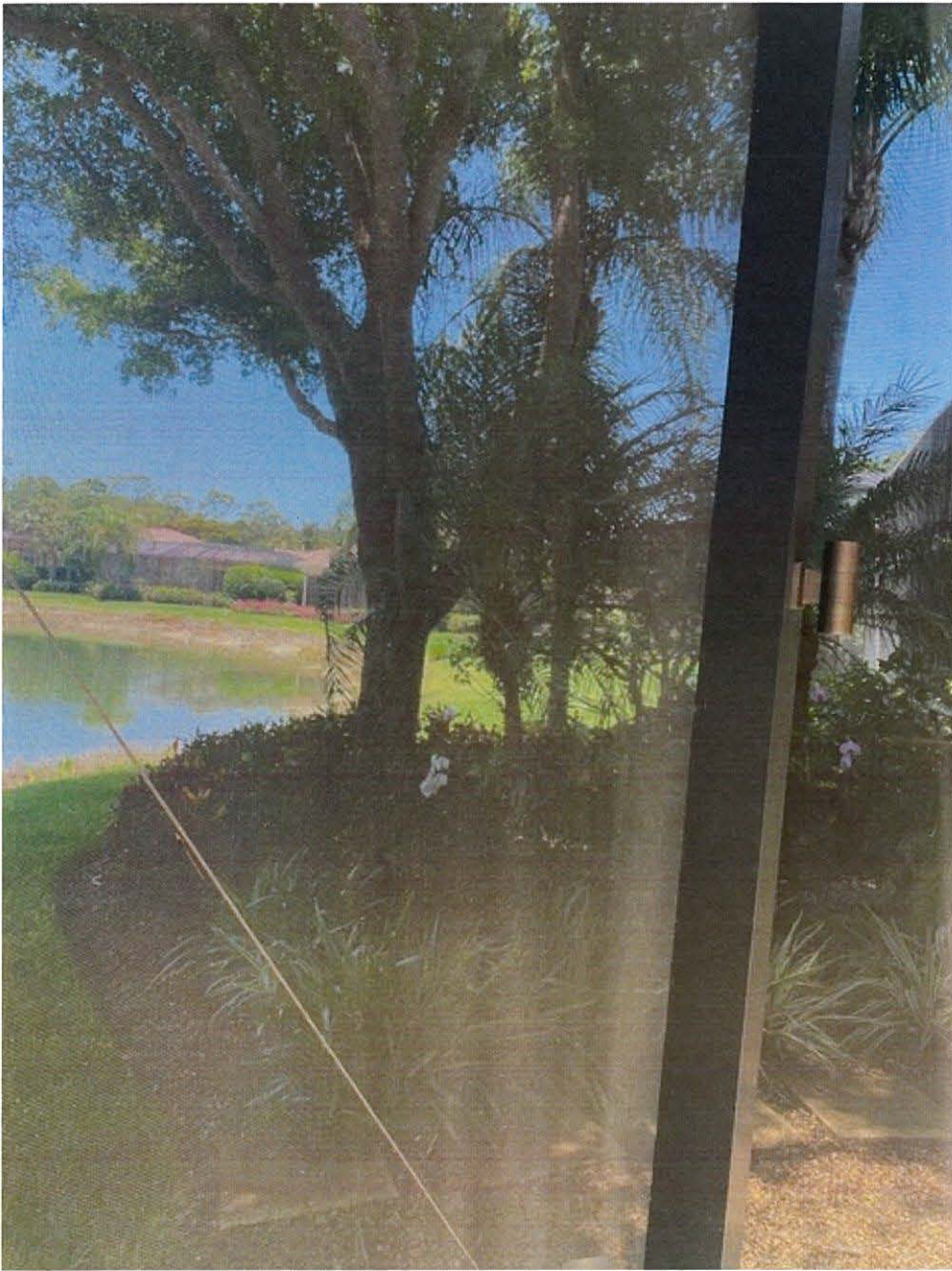
Hello Cleo,

Attached are photos per your request of the Olive Tree. We will place the new tree in the exact same location where the Olive tree is now.

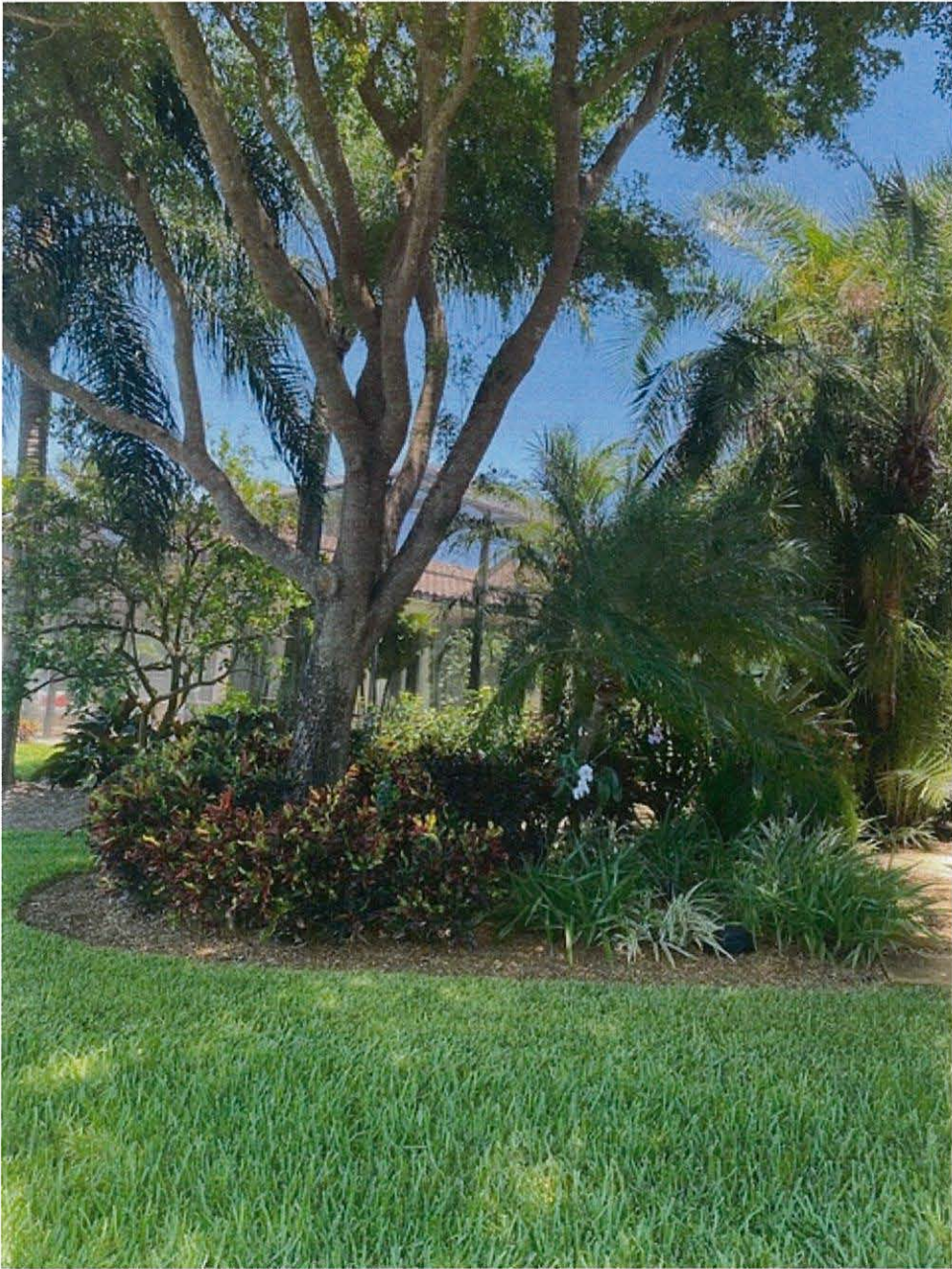
Thank you















On May 5, 2021, at 2:17 PM, Cleo Adams <[crismondc@whhassociates.com](mailto:crismondc@whhassociates.com)> wrote:

Good Afternoon Martha,  
Please provide photo documentation of existing and exact location of where you would like to replace the tree, for Board's discussion.

Stay Safe, Healthy & Donate Plasma -

Cleo Adams  
Assistant District Manager  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road

Suite #214  
Bonita Springs, FL 34135  
(239) 989-2939 (M)

FRAUD ALERT ---- DUE TO INCREASED INCIDENTS OF WIRE FRAUD, IF YOU RECEIVE WIRE INSTRUCTIONS FROM OUR OFFICE DO NOT SEND A WIRE.

-----Original Message-----

From: Martha Kuzak <[marvy1@comcast.net](mailto:marvy1@comcast.net)>  
Sent: Sunday, May 2, 2021 1:21 PM  
To: Cleo Adams <[crismondc@whhassociates.com](mailto:crismondc@whhassociates.com)>  
Cc: DK <[duane.kuzak@ravenlogistics.com](mailto:duane.kuzak@ravenlogistics.com)>  
Subject: Tree removal 15239 Medici Way

Hello Cleo,

We live at 15239 Medici Way in Mediterra, we have been experiences difficulties with an Olive tree in our back yard that is adjacent to the lanai. There is a yellow/orange pollen from the tree that is staining our lanai floor, the outdoor furniture and cushions, the kitchen counter, grill. It is a very messy tree and it is our desire to replace this tree with something that is less messy such as the Hong Kong Orchid tree.

Please advise. Thank you.

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

**8**

**SECOND AMENDMENT TO THE MANAGEMENT ADVISORY SERVICES  
AGREEMENT BETWEEN MEDITERRA COMMUNITY DEVELOPMENT  
DISTRICT AND WRATHELL, HUNT AND ASSOCIATES, LLC**

**THIS SECOND AMENDMENT** (“Second Amendment”) is entered into as of this 19th day of May, 2021, by and between:

**Mediterra Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee and Collier Counties, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**Wrathell, Hunt and Associates, LLC**, a Florida limited liability company, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Manager**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), which authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the District and Manager entered into certain *Management Advisory Services Agreements*, with Mediterra South CDD dated August 4, 2005 and with Mediterra North CDD dated August 4, 2005, as each were amended in March 2017, a copy of both are attached hereto and incorporated by reference herein as **Exhibit A** (collectively the Mediterra North and Mediterra South agreements as amended the “**Agreement**”), to provide district management services for the District; and

**WHEREAS**, the Mediterra North and Mediterra South Community Development Districts merged and are now the Mediterra Community Development District effective as of June 11, 2018; and

**WHEREAS**, the merger agreement provided for the assignment of all contracts to the newly merged District, and

**WHEREAS**, as a result of the merger, Manager agreed to reduce its fees, and

**WHEREAS**, each of the parties hereto has the authority to execute this Second Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Second Amendment so that this Second Amendment constitutes a legal and binding obligation of each party hereto.

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

**SECTION 1.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this Second Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 2.** The Agreement is hereby amended as follows:

**A.** The Services Agreement is hereby amended to recognize the merger of the Mediterra North Community Development District and Mediterra South Community Development Districts into the Mediterra Community Development District and therefore the parties to the *Management Advisory Services Agreement*, as amended, is now between the Mediterra Community Development District and Wrathell, Hunt and Associates, LLC.

**B.** The fee schedule reduction was implemented immediately following the effective date of the merger and is memorialized in the attached **Exhibit B**, and may be modified in writing from time as mutually agreeable in accordance with the Agreement.

**SECTION 3.** To the extent that the terms of the Agreement conflict with the terms set forth in Section 2 above, the terms of this Second Amendment shall control.

**SECTION 4.** All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

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

**Attest:**

**MEDITERRA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**Attest:**

**WRATHELL, HUNT AND ASSOCIATES, LLC**

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

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

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

**Exhibit A:** First Amendments to Management Advisory Services Agreements

**Exhibit B:** Reduced Fee Schedule



**Exhibit A**  
First Amendments to Management Advisory Services Agreements

**FIRST AMENDMENT TO THE MANAGEMENT ADVISORY SERVICES  
AGREEMENT BETWEEN MEDITERRA NORTH COMMUNITY DEVELOPMENT  
DISTRICT AND WRATHELL, HUNT AND ASSOCIATES, LLC**

**THIS FIRST AMENDMENT** (“First Amendment”) is entered into as of this 1<sup>st</sup> day of March, 2017, by and between:

**Mediterra North Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lee County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**Wrathell, Hunt and Associates, LLC**, a Florida limited liability company, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Manager**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), which authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the District and Manager entered into that certain *Management Advisory Services Agreement*, dated August 4, 2005, a copy of which is attached hereto and incorporated by reference herein as **Exhibit A** (the “**Agreement**”), to provide district management services for the District; and

**WHEREAS**, pursuant to Sections 14 and 15 of the Agreement, the parties desire to amend the Services Agreement to include for the provision of Assessment Roll Management and Dissemination Agent services, and public records law compliance; and

**WHEREAS**, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

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

**SECTION 1.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 2.** The Agreement is hereby amended as follows:

**A.** The Services Agreement is hereby amended to add the provision of Assessment Roll Management services pursuant to Manager's proposal attached hereto as **Exhibit B**. As compensation for the Assessment Roll Services, the District agrees to pay Manager its proportionate share of the annual fee of Five Thousand Dollars (\$5,000.00) in accordance with the Interlocal Agreement between the Mediterra North and Mediterra South Districts Regarding the Annual Combined General Fund Budget dated September 2, 2015.

**B.** The Services Agreement is hereby amended to add the provision of regarding compliance with public records law as follows:

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

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT [ADAMSC@WHHASSOCIATES.COM](mailto:ADAMSC@WHHASSOCIATES.COM), OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.**

**Exhibit A**

## AGREEMENT

AGREEMENT BETWEEN  
MEDITERRA NORTH  
COMMUNITY DEVELOPMENT DISTRICT  
AND WRATHELL, HART, HUNT & ASSOCIATES, LLC  
FOR MANAGEMENT ADVISORY SERVICES

THIS AGREEMENT, made and entered into on this 4<sup>th</sup> day of AUGUST 2005, by and between the Mediterra North Community Development District, hereinafter referred to as "DISTRICT", and the firm of Wrathell, Hart, Hunt & Associates, LLC hereinafter referred to as "MANAGER", whose address is 1200 NW 17<sup>th</sup> Avenue, Suite 13, Delray Beach, Florida 33445.

### WITNESSETH:

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing non-exclusive management, financial and accounting advisory services for the DISTRICT, as required to meet the needs of the District during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The DISTRICT hereby engages the MANAGER for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit A, which amount shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but

not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.

3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on August 4, 2005. The Agreement may be terminated as follows:
  - a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.
4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.
7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered

into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the MANAGER any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
11. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.
12. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in LEE County. No remedy herein conferred upon any party is

intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed to:

COMMUNITY DEVELOPMENT DISTRICT  
1200 NW 17<sup>th</sup> Avenue, Suite 13  
Delray Beach, Florida 33445

with a copy to:

District's Counsel

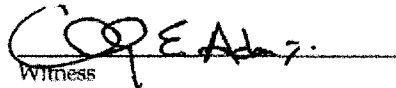


14. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
15. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.

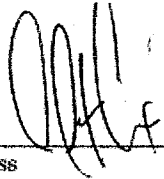
IN WITNESS WHEREOF, the Board of Supervisors of Mediterra North Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

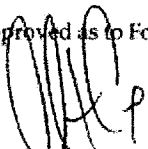
Signed and Sealed  
in the presence of:

BOARD OF SUPERVISORS  
MEDITERRA NORTH  
COMMUNITY DEVELOPMENT  
DISTRICT

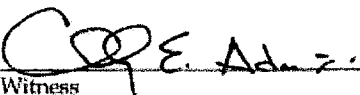
  
Witness


By:   
Chairman

  
\_\_\_\_\_  
Witness

Approved as to Form and Sufficiency:  
  
\_\_\_\_\_  
District Counsel

WRATHELL, HART, HUNT &  
ASSOCIATES, LLC

  
\_\_\_\_\_  
Witness  
Partner

  
\_\_\_\_\_  
Craig A. Wrathell, Managing

  
\_\_\_\_\_  
Witness

**EXHIBIT "A"**

**MANAGEMENT**

1. General Consultation, Meetings and District Representation.

As the District's Manager, consult with the District Board of Supervisors and its designated representative, and when necessary, participate in such meetings, discussions, project site visits, workshops and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services set forth herein with regards to the projects and general interest of the District.

Consultation and representation work with pertinent public agencies and private individuals in connection with the interests of the District.

The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control; coordination and administration of various professional service elements.

2. Meetings of the Board of Supervisors.

The Manager shall attend regular and special meetings of the Board of Supervisors.

3. To prepare and submit to the District's Board of Supervisors a proposed Annual Budget and to administer the Adopted Budget of the District.

4. The Manager shall consult with and advise the District on matters related to the operation and maintenance of the District's works.

5. The Manager shall coordinate the activities and advise any advisory boards of the District.

6. The Manager shall be responsible for the appointment, supervision and removal of all District personnel.

7. The Manager shall implement the policies established by the District, in connection with the operation of the District.

8. The Manager shall provide all other services necessary to effectively manage the operation of the District.

**EXHIBIT "A" - continued**

**MINUTES AND RECORDS**

To define and implement a system of records management for the District, including a concise and accurate record of the official actions of the Board of Supervisors, and any appointed Boards or Committees.

These responsibilities include such items as:

- ▣ Custody of the District's Seal
- ▣ Records custodian and records management liason with State of Florida overseeing the storage of inactive files and destruction of obsolete files.
- ▣ Maintaining and safeguarding the minutes of public meetings, resolutions, contracts and agreements.
- ▣ Responding to public records requests.

EXHIBIT "A" - continued

FEE SCHEDULE

WHHA Proposed District Management Fees

<b>GF-001</b>	
Management	\$20,851
Accounting	\$4,856
Field Management	\$7,886
<b>Debt Service (Series 2001)</b>	
Accounting	\$4,500

TOTAL PROPOSED WHHA ANNUAL FEE \$38,093

**Exhibit B**  
Assessment Roll Management Proposal and Scope of Service

**COST PROPOSAL**

*Wrathell, Hunt and Associates, LLC*, would like to propose the following fees for its services for the Mediterra North and Mediterra South Community Development Districts.

---

**Standard Services Fees**

---

The fees, proposed herein, reflect the types of and the levels of services currently provided to the Districts by its current provider and reflect proposed fees for Fiscal Year 2017, which would be pro-rated based on the actual length of service. Fees for subsequent fiscal years would be adjusted by the CPI index but, in no event, would increase by more than 5% per annum.

Assessment Roll Management Services *	<u>Proposed Fee</u>
	\$5,000
<b>Total Annual Fee</b>	<u><b>\$5,000</b></u>

\* Please note that the \$5,000 annual fee is for services for both the Mediterra North and Mediterra South Community Development Districts

**SECTION 3.** To the extent that the terms of the Agreement or this First Amendment conflict with the terms set forth in Section 2 above, the terms of the Agreement and this First Amendment shall control.

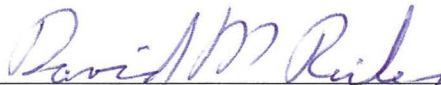
**SECTION 4.** All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

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

**Attest:**

**MEDITERRA NORTH COMMUNITY  
DEVELOPMENT DISTRICT**

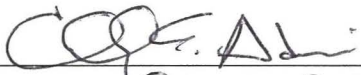
  
Secretary

  
Chairperson, Board of Supervisors

**Attest:**

**WRATHELL, HUNT AND ASSOCIATES, LLC**

  
Print Name: Cheo Adams

  
Name: CHESLEY E. ADAMS JR.  
Title: DIRECTOR OF OPERATIONS

**Exhibit A:** Management Advisory Services Agreement

**Exhibit B:** Assessment Roll Management Proposal and Scope of Service

**FIRST AMENDMENT TO THE MANAGEMENT ADVISORY SERVICES  
AGREEMENT BETWEEN MEDITERRA SOUTH COMMUNITY DEVELOPMENT  
DISTRICT AND WRATHELL, HUNT AND ASSOCIATES, LLC**

THIS FIRST AMENDMENT (“First Amendment”) is entered into as of this 15 day of March, 2017, by and between:

**Mediterra South Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**Wrathell, Hunt and Associates, LLC**, a Florida limited liability company, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Manager**” and, together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended (the “**Act**”), which authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure within or without the boundaries of the District; and

**WHEREAS**, the District and Manager entered into that certain *Management Advisory Services Agreement*, dated August 4, 2005, a copy of which is attached hereto and incorporated by reference herein as **Exhibit A** (the “**Agreement**”), to provide district management services for the District; and

**WHEREAS**, pursuant to Sections 14 and 15 of the Agreement, the parties desire to amend the Services Agreement to include for the provision of Assessment Roll Management and Dissemination Agent services, and public records law compliance; and

**WHEREAS**, each of the parties hereto has the authority to execute this First Amendment and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this First Amendment so that this First Amendment constitutes a legal and binding obligation of each party hereto.

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

**SECTION 1.** The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification and sovereign immunity provisions, remain in full effect and fully enforceable.

**SECTION 2.** The Agreement is hereby amended as follows:



**A.** The Services Agreement is hereby amended to add the provision of Assessment Roll Management services pursuant to Manager's proposal attached hereto as **Exhibit B**. As compensation for the Assessment Roll Services, the District agrees to pay Manager its proportionate share of the annual fee of Five Thousand Dollars (\$5,000.00) in accordance with the Interlocal Agreement between the Mediterra North and Mediterra South Districts Regarding the Annual Combined General Fund Budget dated September 2, 2015.

**B.** The Services Agreement is hereby amended to add the provision of Dissemination Agent duties as set forth in the *Continuing Disclosure Agreement* dated May 17, 2012 for the Capital Improvement Revenue Refunding Bonds, Series 2012 and the *Continuing Disclosure Agreement* dated May 22, 2013 for the Capital Improvement Revenue Refunding Bonds, Series 2013 (collectively, the "Continuing Disclosure Agreement"), the purpose of which is to facilitate the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5) (the "Rule") related to continuing disclosure. In performing its duties as Dissemination Agent, Manager is acting as an independent contractor for the purpose of facilitating the District's Rules obligations and is not an agent of the District. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Continuing Disclosure Agreement. The following terms apply exclusively to the Manager's duties as Dissemination Agent:

1. **Duties:** The Dissemination Agent shall have only such duties as are specifically set forth in the Continuing Disclosure Agreement. Both the District and Manager understand that the scope of services under this First Amendment and the Continuing Disclosure Agreement(s) will change as and when the District is the only remaining Obligated Person (as defined in the Continuing Disclosure Agreement) and Manager will promptly notify the District upon such occurrence.
2. **Fees:** Manager will be responsible for all out-of-pocket expenses. The annual fee for Manager's service under this agreement is \$4,000 for the Series 2012 Bonds and the Series 2013 Bonds.
3. **Third Party Assistance:** Manager reserves the right to engage a third party for the purpose of assisting Manager in carrying out the services outlined in this Agreement.
4. **Termination:** Both the District and Manager will have the right to terminate this Agreement upon sixty (60) days prior written notice.
5. **Representations of District:** The District represents and warrants that it will not withhold any information necessary for Manager to carry out its duties under this Agreement and that it will supply all information requested by Manager. The District further acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be produced by the District and the Developer. The Dissemination Agent's duties are those of collection, collation, and dissemination, and not of authorship or creation. Consequently, the Dissemination Agent shall have no responsibility for the content of the information disseminated by it, except to the extent that such information was/is authored, created, or maintained by Manager (to specifically exclude any information authored or produced by the Developer and/or any other third party) while under contract to provide District Management and/or District Financial Advisory/Consulting Services to the District. Compliance with all securities

law liabilities, including compliance with the Rule, will remain the obligation of the District and the Developer.

6. **Indemnification:** To the extent permitted by law, the District will indemnify Manager for any action or actions brought by Owners, as defined in the Continuing Disclosure Agreement, as a result of the failure of the District to meet any requirement of this Agreement or the Continuing Disclosure Agreement, except for any action(s) arising from Manager's negligence or willful misconduct. To the extent permitted by law, Manager will indemnify the District for any action or actions brought by Owners as a result of Manager's gross negligence or willful misconduct, as determined by a court of competent jurisdiction.
7. **Waiver of Jury Trial:** EACH OF THE DISTRICT AND MANAGER KNOWINGLY WAIVE ANY RIGHT TO TRIAL BY JURY.

C. The Services Agreement is hereby amended to add the provision of regarding compliance with public records law as follows:

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

**IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, OR BY EMAIL AT [ADAMSC@WHHASSOCIATES.COM](mailto:ADAMSC@WHHASSOCIATES.COM), OR BY REGULAR MAIL AT**

**2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA  
33431.**

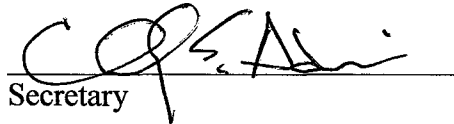
**SECTION 3.** To the extent that the terms of the Agreement or this First Amendment conflict with the terms set forth in Section 2 above, the terms of the Agreement and this First Amendment shall control.

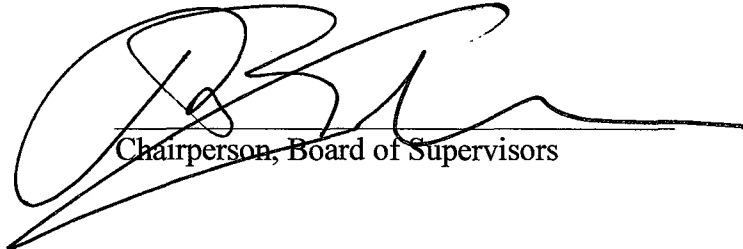
**SECTION 4.** All other terms of the Agreement shall remain in full force and effect and are hereby ratified.

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

**Attest:**

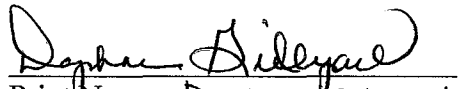
**MEDITERRA SOUTH COMMUNITY  
DEVELOPMENT DISTRICT**

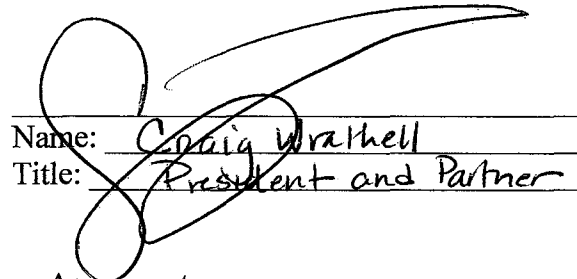
  
Secretary

  
Chairperson, Board of Supervisors

**Attest:**

**WRATHELL, HUNT AND ASSOCIATES, LLC**

  
Print Name: Daphne Gillyard

  
Name: Craig Wrathell  
Title: President and Partner

**Exhibit A:** Management Advisory Services Agreement

**Exhibit B:** Assessment Roll Management Proposal and Scope of Service

**Exhibit A**  
Management Advisory Services Agreement

**AGREEMENT**

AGREEMENT BETWEEN  
MEDITERRA SOUTH  
COMMUNITY DEVELOPMENT DISTRICT  
AND WRATHELL, HART, HUNT & ASSOCIATES, LLC  
FOR MANAGEMENT ADVISORY SERVICES

THIS AGREEMENT, made and entered into on this 4<sup>th</sup> day of AUGUST 2005, by and between the Mediterra South Community Development District, hereinafter referred to as "DISTRICT", and the firm of Wrathell, Hart, Hunt & Associates, LLC hereinafter referred to as "MANAGER", whose address is 1200 NW 17<sup>th</sup> Avenue, Suite 13, Delray Beach, Florida 33445.

**WITNESSETH:**

WHEREAS, the DISTRICT desires to employ the services of the MANAGER for the purpose of providing non-exclusive management, financial and accounting advisory services for the DISTRICT, as required to meet the needs of the District during the contract period; and

WHEREAS, the MANAGER desires to assist the DISTRICT with such matters,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The DISTRICT hereby engages the MANAGER for the services and fees described in Exhibit A, attached hereto and incorporated by reference herein.
2. The DISTRICT agrees to compensate the MANAGER in accordance with the fee schedule set forth in Exhibit A, which amount shall be payable in equal monthly installments at the beginning of each month, and may be amended annually as evidenced by the budget approved by the Board. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. In addition, the DISTRICT agrees to compensate MANAGER for reimbursable expenses incurred during the course of performance of this contract, including, but

not limited to, out-of-pocket expenses for travel, express mail, computerized research, word processing charges, long distance telephone, postage, photocopying, courier and computer services.

3. Subject to the provisions for termination as set forth below, the term of this Agreement shall begin on AUGUST 9, 2005 The Agreement may be terminated as follows:
  - a) upon notice by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by MANAGER, unless Paragraph "C" of this section applies.
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by either party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, MANAGER will take all reasonable and necessary actions to transfer all the books and records of the DISTRICT in his possession in an orderly fashion to the DISTRICT or its designee.
4. The MANAGER shall devote such time as is necessary to complete the duties and responsibilities assigned to the MANAGER under this Agreement.
5. The signature on this Agreement by the MANAGER shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of this Agreement.
6. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any interest shall be employed for said performance.
7. The MANAGER shall promptly notify the DISTRICT in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MANAGER may undertake and request an opinion of the DISTRICT as to whether the association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered

into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion by certified mail within thirty (30) days of receipt of notification by the MANAGER. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion and the association, interest, or circumstance shall not be deemed in conflict of interest with respect to services provided to the DISTRICT by the MANAGER under the terms of this Contract. This Agreement does not prohibit the MANAGER from performing services for any other special purpose taxing DISTRICT, and such assignment shall not constitute a conflict of interest under this Agreement.

8. The MANAGER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MANAGER to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the MANAGER any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
9. The MANAGER warrants and represents that all of its employees are treated equally during employment without regard to race, color, physical handicap, religion, sex, age or national origin.
10. The MANAGER hereby represents and warrants that it has and will continue to conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.
11. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER or the correctness of any information originated by the MANAGER which the MANAGER has used to formulate its opinions and advice given to the DISTRICT.
12. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in LEE County. No remedy herein conferred upon any party is

intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the DISTRICT shall be mailed to:

COMMUNITY DEVELOPMENT DISTRICT  
1200 NW 17<sup>th</sup> Avenue, Suite 13  
Delray Beach, Florida 33445

with a copy to:

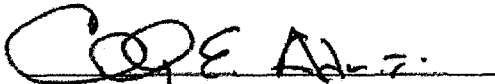
District's Counsel

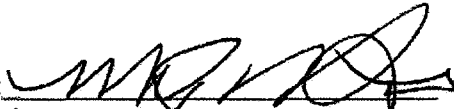
14. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
  
15. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. This agreement shall be automatically renewable each Fiscal Year of the DISTRICT, unless otherwise terminated by either party. The DISTRICT will consider price adjustments each twelve (12) month period to compensate for market conditions and the anticipated type and amount of work to be performed during the next twelve (12) month period. Such evidence of price adjustments will be approved by the DISTRICT in its adopted Fiscal Year Budget.

IN WITNESS WHEREOF, the Board of Supervisors of Mediterra South Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed  
in the presence of:

BOARD OF SUPERVISORS  
MEDITERRA SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

  
Witness

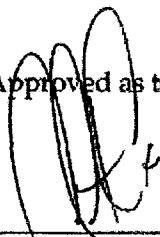
By:   
Chairman





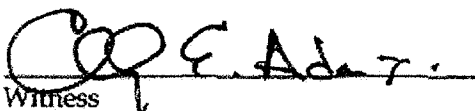
Witness

Approved as to Form and Sufficiency:

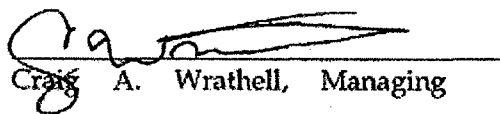
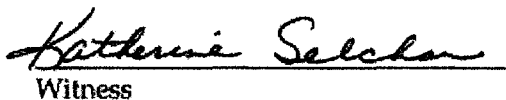


District Counsel

WRATHELL, HART, HUNT &  
ASSOCIATES, LLC



Witness  
Partner

  
Craig A. Wrathell, Managing  
Witness

## EXHIBIT "A"

### MANAGEMENT

1. General Consultation, Meetings and District Representation.

As the District's Manager, consult with the District Board of Supervisors and its designated representative, and when necessary, participate in such meetings, discussions, project site visits, workshops and hearings as may pertain to the administration, accomplishment and fulfillment of the professional services set forth herein with regards to the projects and general interest of the District.

Consultation and representation work with pertinent public agencies and private individuals in connection with the interests of the District.

The service to be provided shall also include, but not be limited to planning, scheduling, production and quality control; coordination and administration of various professional service elements.

2. Meetings of the Board of Supervisors.

The Manager shall attend regular and special meetings of the Board of Supervisors.

3. To prepare and submit to the District's Board of Supervisors a proposed Annual Budget and to administer the Adopted Budget of the District.

4. The Manager shall consult with and advise the District on matters related to the operation and maintenance of the District's works.

5. The Manager shall coordinate the activities and advise any advisory boards of the District.

6. The Manager shall be responsible for the appointment, supervision and removal of all District personnel.

7. The Manager shall implement the policies established by the District, in connection with the operation of the District.

8. The Manager shall provide all other services necessary to effectively manage the operation of the District.

**EXHIBIT "A" - continued**

**MINUTES AND RECORDS**

To define and implement a system of records management for the District, including a concise and accurate record of the official actions of the Board of Supervisors, and any appointed Boards or Committees.

These responsibilities include such items as:

- ⌘ Custody of the District's Seal
- ⌘ Records custodian and records management liason with State of Florida overseeing the storage of inactive files and destruction of obsolete files.
- ⌘ Maintaining and safeguarding the minutes of public meetings, resolutions, contracts and agreements.
- ⌘ Responding to public records requests.

**EXHIBIT "A" - continued**

**ACCOUNTING**

To define and implement an integrated financial management reporting system which will allow the District to present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups in conformity with generally accepted accounting principals and to determine and demonstrate compliance with finance-related legal and contractual provisions.

***Budget Management***

To provide for the accounting, reporting and control of revenues and expenditures in accordance with the District's needs. To prepare and report periodically a budget versus actual statement.

***General Ledger***

To prepare and implement a set of self-balancing accounts for all District funds. To ensure that all general ledger accounts and journal entries are recorded in accordance with federal, state, and local requirements. To ensure the payment of all invoices in accordance with District requirements including the preparation of payroll and reports.

***Reporting***

To provide information in accordance with legal and District management requirements. Financial information is reported at any level organizationally or functionally.

***Cash Management***

This function allows for daily, weekly, monthly, and yearly reporting of cash balances by fund.

***Revenue Reporting***

This function accounts for all revenues of the District. Financial information by

organization and project, including revenue sources, is shown in an estimate versus actual format. Revenues are reported in compliance with the requirements and are recorded at the appropriate time for cash, full accrual or modified accrual basis of accounting.

EXHIBIT "A" - continued

FEE SCHEDULE

WHHA Proposed District Management Fees

<b>GF-001</b>	
Management	\$56,146
Accounting	\$13,076
Field Management	\$21,235
<b>Debt Service (Series 1999)</b>	
Accounting	\$5,000
<b>Debt Service (Series 2001)</b>	
Accounting	\$4,500
<b>Debt Service (Series 2003)</b>	
Accounting	\$4,500

TOTAL PROPOSED WHHA ANNUAL FEE \$99,957 <sup>should be</sup> 104,457

**Exhibit B**  
Assessment Roll Management Proposal and Scope of Service

**COST PROPOSAL**

*Wrathell, Hunt and Associates, LLC*, would like to propose the following fees for its services for the Mediterra North and Mediterra South Community Development Districts.

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**Standard Services Fees**

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The fees, proposed herein, reflect the types of and the levels of services currently provided to the Districts by its current provider and reflect proposed fees for Fiscal Year 2017, which would be pro-rated based on the actual length of service. Fees for subsequent fiscal years would be adjusted by the CPI index but, in no event, would increase by more than 5% per annum.

Assessment Roll Management Services *	<u>Proposed Fee</u> \$5,000
<b>Total Annual Fee</b>	<b>\$5,000</b>

\* Please note that the \$5,000 annual fee is for services for both the Mediterra North and Mediterra South Community Development Districts

## Scope of Services

### **PROFESSIONAL CONSULTING SERVICES FOR SPECIAL ASSESSMENT ROLL MANAGEMENT**

#### **Assessment Roll Management Services**

##### **Scope of Services:**

- Review the Districts' Assessment Methodologies and apply assessments in accordance with applicable Assessment Methodologies
- Monitor the property rolls of the Property Appraisers and update Districts' Assessment Rolls with new and revised information
- Monitor any land use changes within the Districts and apply the Assessment Methodologies to any revisions or changes in land use
- Prepare and maintain Assessment Lien Book rolls by using information obtained from local Property Appraisers
- Periodically update the Districts' Assessment Lien Book rolls for activity such as transfer of title, prepayment of principal, etc.
- Review and compare information received from the Property Appraisers to prior years' Assessment Lien Book rolls, to insure that the Districts' rolls are in compliance with the law and that Consultant has obtained all the pertinent information to prepare accurate assessments
- Prepare assessment resolutions levying the assessments on the property in the Districts and annual assessment rolls
- In accordance with Florida Law, prepare and certify the annual non-ad valorem assessment rolls to the Property Appraisers or Tax Collectors
- Upon adoption of the Budgets and assessments, coordinate with the Offices of the Property Appraisers and Tax Collectors to insure correct application of assessments and receipt of Districts' funds
- Act as the primary contact to answer property owner questions regarding special assessments, tax bills, etc, provide pay off information upon request to property owner
- Assist District Counsel in the foreclosures proceedings

First Year Total Lump Sum Price      \$ 5,000

Additional Year Escalators (if any)      CPI but not greater than 5% per annum



**Exhibit B**  
Reduced Fee Schedule

Management	\$48,000
Accounting	\$16,700
Field Management	\$15,300
Dissemination Agent	\$4,000
Assessment Roll Prep.	\$5,000
Telephone	\$259
Printing and Binding	<u>\$1,714</u>
	\$90,973

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

**9**

## Exhibit A

Exhibit A consisting of one (1) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated May \_\_\_\_, 2021.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:  
OWNER \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### **SCOPE OF SERVICES**

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#### PROFESSIONAL SERVICES OF THE CONSULTANT:

Johnson Engineering, Inc. will provide initial testing, analysis, and reporting of the condition of the storm water ponds within the CDD. The terms lake and pond for the storm water ponds are often used interchangeably. Since storm water ponds are not actually lakes, water quality criteria are not always the same as if they were lakes.

**Task 1 – Wet Season Surface Water Sampling:** One (1) wet season surface water sampling event will be conducted at four (4) outfall ponds (L-24, L-37, L-52, L-55) and one (1) additional pond (L-35). Sampling will be conducted during the month of July. Ponds for which sampling results exceed the water quality reference standard will be resampled during the month of September. Field parameters including temperature, dissolved oxygen, specific conductance, turbidity and pH will be measured at the time of the field sampling for the laboratory analysis.

**Task 2 - Dry Season Sediment Sampling:** One (1) dry season sediment sampling will be conducted at four (4) outfall ponds (L-24, L-37, L-52, L-55) and one (1) additional pond (L-35). Sediment samples will be collected from one (1) location in L-37, two (2) locations in L-24, L-35, L-55, and three (3) locations in L-52. Sampling will be conducted during the period of February – May. Field parameters including core makeup, core depth, and muck thickness will be measured by CONSULTANT.

**Task 3 – Surface Water Quality & Sediment Reporting:** The surface water quality results will be compared to relevant water quality standards for the ponds and downstream water bodies. The water quality and sediment testing results will be evaluated to help determine overall pond health. The results comparison and evaluation will be presented to the District and provided as tables and/or graphs in a letter report.

**REIM – Reimbursable Expenses:** Cost for use of instruments and equipment to collect lab samples and field parameters for surface water and sediment sampling events

#### SUB-CONSULTANT SERVICES:

**SUB - Laboratory Analysis:** Cost for lab analysis of the surface water and sediment samples. Surface water samples will be analyzed for nitrate + nitrite, total Kjeldahl nitrogen, total nitrogen, and total phosphorus. Sediment samples that contain muck will be analyzed for nitrate + nitrite, total Kjeldahl nitrogen, total nitrogen, total phosphorus, and % dry weight.

## Exhibit B

Exhibit B consisting of two (2) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated May \_\_\_\_, 2021.

Initial:  
OWNER \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### COMPENSATION

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#### Definitions:

**Lump Sum (LS):** Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing.

**Time and Materials (T&M):** For the actual hours expended by the CONSULTANT'S professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT'S standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT'S Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

**Estimated Fees:** CONSULTANT'S estimate of the amount that will become payable for Services (including CONSULTANT'S Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT'S estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

<b>TASK</b>	<b>ITEM</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
1	Wet Season Surface Water Sampling	\$1,890.00	LS
2	Dry Season Sediment Sampling	\$4,312.00	LS
3	Surface Water Quality & Sediment Reporting	\$3,115.00	LS
<b>TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:</b>		<b>\$9,317.00</b>	<b>LS</b>

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

<b>TASK</b>	<b>SUB-CONSULTANT</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
SUB	Cost for lab analysis of the samples is estimated at \$378 for the surface water sampling and \$250 for the sediment sampling.	\$628.00	T&M
<b>TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:</b>		<b>\$628.00</b>	<b>T&amp;M</b>

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

<b>REIMBURSABLE EXPENSES</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
Cost for use of instruments and equipment to collect field parameters for surface water and sediment samples	\$275.00	T&M
<b>TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:</b>	<b>\$275.00</b>	<b>T&amp;M</b>

<b>TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS &amp; REIMBURSABLE EXPENSES:</b>	<b>\$10,220.00</b>	<b>LS; T&amp;M</b>
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**Attachment I to Exhibit B  
JOHNSON ENGINEERING, INC.  
PROFESSIONAL SERVICES  
HOURLY RATE SCHEDULE  
November 1, 2017  
(Updated June 19, 2019)**

**Professional**

9	\$230
8	\$210
7	\$190
6	\$170
5	\$150
4	\$135
3	\$125
2	\$110
1	\$100

**Technician**

6	\$140
5	\$120
4	\$100
3	\$85
2	\$70
1	\$60

**Administrative**

3	\$80
2	\$70
1	\$60

**Field Crew**

4-Person	\$200
3-Person	\$170
2-Person	\$135

**Field Equipment**

*Field Equipment on Separate Schedule*

**Expert Witness** \$275

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

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

CEI Services Manager	\$160
CEI Senior Project Administrator	\$140
CEI Project Administrator	\$125
Contract Support Specialist	\$110
Senior Inspector	\$100
CEI Inspector III	\$90
CEI Inspector II	\$80
CEI Inspector I	\$70
Compliance Specialist	\$80
CEI Inspector's Aide	\$60



**FIELD EQUIPMENT COST SCHEDULE**  
Effective July 20, 2018 Revised May 5, 2020

ITEM	UNIT OF MEASURE	UNIT COST	QUANTITY	TOTAL
<b>BOATS</b>				
14' Jon Boat w/trailer	Hour	\$10.00		\$0.00
10' Jon Boat	Hour	\$8.00		\$0.00
8.5' Boat	Hour	\$6.00		\$0.00
Electric Boat Motor	Hour	\$3.00		\$0.00
Gasoline Boat Motor	Hour	\$5.00		\$0.00
20' Fiberglass Skiff	Hour	\$20.00		\$0.00
<b>SURVEY EQUIPMENT</b>				
StarVac Truck	Hour	\$120.00		\$0.00
Hydrographic Survey Equipment	Hour	\$100.00		\$0.00
<b>WATER QUALITY EQUIPMENT</b>				
ISCO Avalanche Sampler	Month	\$250.00		\$0.00
Cellular Modem	Month	\$50.00		\$0.00
YSI 6600 EDS Water Quality Sonde	Day	\$90.00		\$0.00
Multi Parameter Water Quality Probe	Hour	\$12.50		\$0.00
Peristaltic Pump	Day	\$30.00		\$0.00
Turbidimeter	Day	\$30.00		\$0.00
Chloride Titration	Each	\$10.00		\$0.00
Conductivity Meter	Hour	\$5.00		\$0.00
Silicone Tubing	Foot	\$5.00		\$0.00
HDPE Disposable Sample Tubing	Foot	\$0.50		\$0.00
Water Level Indicator	Day	\$20.00		\$0.00
Water Quality Sample Disposable Filters	Each	\$15.00		\$0.00
Van Dorn Depth-Activated Sample Bottle	Day	\$20.00		\$0.00
Telescoping Sample Pole	Day	\$5.00		\$0.00
Secchi Disc	Day	\$5.00		\$0.00
Depth Rod	Day	\$5.00		\$0.00
ISCO Rain Gauge	Month	\$50.00		\$0.00
Rugged Reader	Hour	\$5.00		\$0.00
<b>FLOW METERS</b>				
Price Open Cup Flow Meter	Hour	\$10.00		\$0.00
Global Water Flow Probe	Hour	\$5.00		\$0.00
ISCO 2150 AVM	Month	\$50.00		\$0.00
ISCO 750 AVM	Month	\$50.00		\$0.00
GE Panametrics Flowmeter	Day	\$200.00		\$0.00
<b>DATALOGGERS</b>				
In-Situ Datalogger Stage Recorder	Month	\$100.00		\$0.00
<b>GPS</b>				
Trimble Geo-XT Sub Meter GPS	Hour	\$12.50		\$0.00
<b>MISCELLANEOUS EQUIPMENT</b>				
Trash Pump	Day	\$50.00		\$0.00
Power Auger	Day	\$50.00		\$0.00
Gopher Tortoise Burrow Camera	Hour	\$10.00		\$0.00
Acoustic Recording Device	Week	\$30.00		\$0.00
1 HP Submersible Pump	Day	\$50.00		\$0.00
Downhole-Video Camera	Day	\$100.00		\$0.00
<b>PROJECT TOTAL:</b>				<b>\$0.00</b>

\* All rates for equipment will be charged to the closest unit of measure used.

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

**10A**



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2021**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2021**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2013	
<b>ASSETS</b>				
Cash				
Operating	\$ 709,087	\$ -	\$ -	\$ 709,087
Investments				
BB&T - CDARS	1,496	-	-	1,496
Series 2012				
Revenue	-	973,254	-	973,254
Reserve	-	801,220	-	801,220
Prepayment	-	38,047	-	38,047
Series 2013				
Revenue	-	-	396,335	396,335
Reserve	-	-	75,000	75,000
Series 2017 Note				
Reserve	10,000	-	-	10,000
Undeposited funds	-	6,868	-	6,868
Due from general fund	-	41,109	7,465	48,574
Due from other	8	-	-	8
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 722,937</u>	<u>\$ 1,860,498</u>	<u>\$ 478,800</u>	<u>\$ 3,062,235</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Due to debt service - series 2012	\$ 41,109	\$ -	\$ -	\$ 41,109
Due to debt service - series 2013	7,465	-	-	7,465
Total liabilities	<u>48,574</u>	<u>-</u>	<u>-</u>	<u>48,574</u>
<b>Fund Balances</b>				
Restricted for:				
Debt service	-	1,860,498	478,800	2,339,298
Unassigned	674,363	-	-	674,363
Total fund balances	<u>674,363</u>	<u>1,860,498</u>	<u>478,800</u>	<u>3,013,661</u>
Total liabilities and fund balances	<u>\$ 722,937</u>	<u>\$ 1,860,498</u>	<u>\$ 478,800</u>	<u>\$ 3,062,235</u>

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUE</b>				
Special assessment: on roll	\$ 26,429	\$ 696,881	\$ 728,943	96%
Special assessment: off-roll	-	64,630	129,259	50%
Interest and miscellaneous	6	32	-	N/A
Total revenues	<u>26,435</u>	<u>761,543</u>	<u>858,202</u>	89%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	2,153	9,900	22%
Management	4,000	20,000	48,000	42%
Accounting	1,392	6,958	16,700	42%
Audit	-	-	10,000	0%
Legal	273	3,926	10,000	39%
Field management	1,275	6,375	15,300	42%
Engineering	7,840	24,315	95,000	26%
Trustee	-	-	10,000	0%
Dissemination agent	333	1,667	4,000	42%
Arbitrage rebate calculation	-	-	1,500	0%
Assessment roll preparation	417	2,083	5,000	42%
Telephone	22	108	259	42%
Postage	17	391	1,000	39%
Insurance	-	10,696	11,750	91%
Printing & binding	143	714	1,714	42%
Legal advertising	234	1,556	4,000	39%
Contingencies	106	809	2,500	32%
Annual district filing fee	-	175	175	100%
Website	-	-	705	0%
ADA website compliance	-	210	210	100%
Total administrative	<u>16,052</u>	<u>82,136</u>	<u>247,713</u>	33%
<b>Water management</b>				
Contractual services	16,678	68,427	215,000	32%
Aquascaping/cutbacks/pipe cleanout	-	6,325	100,000	6%
Electricity	1,644	10,020	31,500	32%
Capital outlay-drain pipe repair	-	39,000	78,000	50%
Future aeration replacement	-	2,901	17,340	17%
Capital outlay-aeration FCB loan pymt	-	4,074	89,960	5%
Total water management	<u>18,322</u>	<u>130,747</u>	<u>531,800</u>	25%
<b>Other fees &amp; charges</b>				
Property appraiser	-	333	10,699	3%
Tax collector	223	9,076	8,030	113%
Total other fees & charges	<u>223</u>	<u>9,409</u>	<u>18,729</u>	50%
Total expenditures	<u>34,597</u>	<u>222,292</u>	<u>798,242</u>	28%
Excess/(deficiency) of revenues over/(under) expenditures	(8,162)	539,251	59,960	
Fund balances - beginning	682,525	135,112	100,919	
Fund balances - ending	<u>\$ 674,363</u>	<u>\$ 674,363</u>	<u>\$ 160,879</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 210 - SERIES 2012 (REFUNDED 1999 & 2001 BONDS)  
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 41,343	\$ 1,019,094	\$ 1,067,997	95%
Assessment prepayments	6,868	6,868	-	N/A
Interest	7	27	-	N/A
Total revenues	<u>48,218</u>	<u>1,025,989</u>	<u>1,067,997</u>	96%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	615,000	0%
Prepayment	-	10,000	-	N/A
Interest	-	215,505	431,010	50%
Total debt service	<u>-</u>	<u>225,505</u>	<u>1,046,010</u>	22%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	9,423	0%
Tax collector	289	11,807	12,564	94%
Total other fees & charges	<u>289</u>	<u>11,807</u>	<u>21,987</u>	54%
Total expenditures	<u>289</u>	<u>237,312</u>	<u>1,067,997</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	47,929	788,677	-	
Fund balances - beginning	1,812,569	1,071,821	1,053,749	
Fund balances - ending	<u>\$ 1,860,498</u>	<u>\$ 1,860,498</u>	<u>\$ 1,053,749</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)  
FOR THE PERIOD ENDED FEBRUARY 28, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 7,589	\$ 302,275	\$ 316,490	96%
Interest	1	6	-	N/A
Total revenues	<u>7,590</u>	<u>302,281</u>	<u>316,490</u>	96%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	155,000	0%
Interest	-	72,819	145,638	50%
Total debt service	<u>-</u>	<u>72,819</u>	<u>300,638</u>	24%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	4,945	0%
Tax collector	152	6,045	6,594	92%
Total other fees & charges	<u>152</u>	<u>6,045</u>	<u>11,539</u>	52%
Total expenditures	<u>152</u>	<u>78,864</u>	<u>312,177</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	7,438	223,417	4,313	
Fund balances - beginning	471,362	255,383	242,766	
Fund balances - ending	<u>\$ 478,800</u>	<u>\$ 478,800</u>	<u>\$ 247,079</u>	

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

**10B**

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

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

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2013	
<b>ASSETS</b>				
Cash				
Operating	\$ 677,331	\$ -	\$ -	\$ 677,331
Investments				
BB&T - CDARS	1,496	-	-	1,496
Series 2012				
Revenue	-	1,000,226	-	1,000,226
Reserve	-	801,220	-	801,220
Prepayment	-	38,048	-	38,048
Series 2013				
Revenue	-	-	396,365	396,365
Reserve	-	-	75,000	75,000
Series 2017 Note				
Reserve	10,000	-	-	10,000
Undeposited funds	-	6,868	-	6,868
Due from general fund	-	30,114	13,563	43,677
Due from other	8	-	-	8
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 691,181</u>	<u>\$ 1,876,476</u>	<u>\$ 484,928</u>	<u>\$ 3,052,585</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 90,910	\$ -	\$ -	\$ 90,910
Due to debt service - series 2012	30,114	-	-	30,114
Due to debt service - series 2013	13,563	-	-	13,563
Total liabilities	<u>134,587</u>	<u>-</u>	<u>-</u>	<u>134,587</u>
<b>Fund Balances</b>				
Restricted for:				
Debt service	-	1,876,476	484,928	2,361,404
Unassigned	556,594	-	-	556,594
Total fund balances	<u>556,594</u>	<u>1,876,476</u>	<u>484,928</u>	<u>2,917,998</u>
Total liabilities and fund balances	<u>\$ 691,181</u>	<u>\$ 1,876,476</u>	<u>\$ 484,928</u>	<u>\$ 3,052,585</u>



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUE</b>				
Special assessment: on roll	\$ 11,652	\$ 708,533	\$ 728,943	97%
Special assessment: off-roll	-	64,630	129,259	50%
Interest and miscellaneous	6	38	-	N/A
Total revenues	<u>11,658</u>	<u>773,201</u>	<u>858,202</u>	90%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	2,153	4,306	9,900	43%
Management	4,000	24,000	48,000	50%
Accounting	1,392	8,350	16,700	50%
Audit	-	-	10,000	0%
Legal	160	4,086	10,000	41%
Field management	1,275	7,650	15,300	50%
Engineering	17,814	42,129	95,000	44%
Trustee	-	-	10,000	0%
Dissemination agent	333	2,000	4,000	50%
Arbitrage rebate calculation	-	-	1,500	0%
Assessment roll preparation	417	2,500	5,000	50%
Telephone	22	129	259	50%
Postage	206	597	1,000	60%
Insurance	-	10,696	11,750	91%
Printing & binding	143	857	1,714	50%
Legal advertising	-	1,556	4,000	39%
Contingencies	359	1,170	2,500	47%
Annual district filing fee	-	175	175	100%
Website	705	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	<u>28,979</u>	<u>111,116</u>	<u>247,713</u>	45%
<b>Water management</b>				
Contractual services	17,483	85,910	215,000	40%
Aquascaping/cutbacks/pipe cleanout	-	6,325	100,000	6%
Electricity	5,033	15,053	31,500	48%
Capital outlay-drain pipe repair	77,000	116,000	78,000	149%
Future aeration replacement	748	3,648	17,340	21%
Capital outlay-aeration FCB loan pymt	-	4,074	89,960	5%
Total water management	<u>100,264</u>	<u>231,010</u>	<u>531,800</u>	43%
<b>Other fees &amp; charges</b>				
Property appraiser	-	333	10,699	3%
Tax collector	184	9,260	8,030	115%
Total other fees & charges	<u>184</u>	<u>9,593</u>	<u>18,729</u>	51%
Total expenditures	<u>129,427</u>	<u>351,719</u>	<u>798,242</u>	44%
Excess/(deficiency) of revenues over/(under) expenditures	(117,769)	421,482	59,960	
Fund balances - beginning	674,363	135,112	100,919	
Fund balances - ending	<u>\$ 556,594</u>	<u>\$ 556,594</u>	<u>\$ 160,879</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 210 - SERIES 2012 (REFUNDED 1999 & 2001 BONDS)  
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 16,207	\$ 1,035,301	\$ 1,067,997	97%
Assessment prepayments	-	6,868	-	N/A
Interest	8	35	-	N/A
Total revenues	<u>16,215</u>	<u>1,042,204</u>	<u>1,067,997</u>	98%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	615,000	0%
Prepayment	-	10,000	-	N/A
Interest	-	215,505	431,010	50%
Total debt service	<u>-</u>	<u>225,505</u>	<u>1,046,010</u>	22%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	9,423	0%
Tax collector	238	12,044	12,564	96%
Total other fees & charges	<u>238</u>	<u>12,044</u>	<u>21,987</u>	55%
Total expenditures	<u>238</u>	<u>237,549</u>	<u>1,067,997</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	15,977	804,655	-	
Fund balances - beginning	1,860,499	1,071,821	1,053,749	
Fund balances - ending	<u>\$ 1,876,476</u>	<u>\$ 1,876,476</u>	<u>\$ 1,053,749</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)  
FOR THE PERIOD ENDED MARCH 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 6,252	\$ 308,527	\$ 316,490	97%
Interest	2	8	-	N/A
Total revenues	<u>6,254</u>	<u>308,535</u>	<u>316,490</u>	97%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	155,000	0%
Interest	-	72,819	145,638	50%
Total debt service	<u>-</u>	<u>72,819</u>	<u>300,638</u>	24%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	4,945	0%
Tax collector	126	6,171	6,594	94%
Total other fees & charges	<u>126</u>	<u>6,171</u>	<u>11,539</u>	53%
Total expenditures	<u>126</u>	<u>78,990</u>	<u>312,177</u>	25%
Excess/(deficiency) of revenues over/(under) expenditures	6,128	229,545	4,313	
Fund balances - beginning	478,800	255,383	242,766	
Fund balances - ending	<u>\$ 484,928</u>	<u>\$ 484,928</u>	<u>\$ 247,079</u>	

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

**11**

**DRAFT**

**MINUTES OF MEETING  
MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on April 21, 2021 at 3:00 p.m., on the patio outside the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

**Present were:**

Robert Greenberg	Chair
Ken Tarr	Vice Chair
Mary Wheeler	Assistant Secretary
Vicki Gartland	Assistant Secretary
John Henry	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	Assistant District Manager
Alyssa Willson (via telephone)	District Counsel
Jonathan Johnson (via telephone)	Hopping Green & Sams, P.A.
Andy Tilton	District Engineer
Tim Richards	General Manager, MCA
Terry Woods	MCA
Bill Kurth	SOLitude Lake Management (SOLitude)
Tim Denison (via telephone)	Johnson Engineering, Inc.
Mike Radford	M.R.I. Inspection LLC (MRI)

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 3:04 p.m. Supervisors Wheeler, Tarr, Greenberg and Gartland were present in person.

**SECOND ORDER OF BUSINESS**

**Chairman's Comments**

Mr. Greenberg commended Staff for having the agendas distributed timely, as requested. He welcomed Mr. Henry, discussed various items listed later in the agenda requiring updates and requested Staff proceed with the following actions:

41 ➤ Staff to instruct Management not to send repetitious agendas to the Board unless  
42 changes were made in the agenda.

43 ➤ Discuss implementing CDD contracts requiring unit pricing, to resolve recent landscape  
44 issue that occurred.

45 ➤ Arrange the Treasurer, Mr. Wrathell’s presence at a meeting where all Board Members  
46 were present.

47 ▪ **Public Comments**

48 **This item was an addition to the agenda.**

49 No members of the public spoke.

50

51 **THIRD ORDER OF BUSINESS**

**Consideration of Resolution 2021-04,  
Declaring a Vacancy in Seat 3 of the Board  
of Supervisors Pursuant to Section  
190.006(3)(b), Florida Statutes; and  
Providing an Effective Date**

52

53

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57 Mr. Greenberg presented Resolution 2021-04. He noted that Mr. Bishko moved out of  
58 the community and received the gift commemorating his service on the Board.

59

60 **On MOTION by Mr. Greenberg and seconded by Mr. Tarr, with all in favor,  
61 Resolution 2021-04, Declaring a Vacancy in Seat 3 of the Board of Supervisors  
62 Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective  
63 Date, was adopted.**

64

65

66 **FOURTH ORDER OF BUSINESS**

**Consider Appointment of Qualified Elector  
to Fill Unexpired Term of Vacant Seat 3;  
(Term Expires November, 2024)**

67

68

69

70 Mr. Greenberg nominated Mr. John Henry to fill Seat 3 and discussed his professional  
71 and prior Board experience. No other nominations were made.

72

73 **On MOTION by Mr. Greenberg and seconded by Ms. Wheeler, with all in favor,  
74 the appointment of Mr. John Henry to fill the unexpired term of Seat 3, as  
75 nominated, was approved.**

76

77 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath  
 78 of Office to Mr. John Henry. He was instructed to submit a W-4 to Staff and file Form 1 within  
 79 30 days. As he was already familiar with the documents in the Supervisor’s package, no further  
 80 explanation was necessary.

81 **A. Administration of Oath of Office to Newly Appointed Supervisor (*the following to be***  
 82 ***provided in a separate package*)**

83 **I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and**  
 84 **Employees**

85 **II. Membership, Obligations and Responsibilities**

86 **III. Financial Disclosure Forms**

87 **a. Form 1: Statement of Financial Interests**

88 **b. Form 1X: Amendment to Form 1, Statement of Financial Interests**

89 **c. Form 1F: Final Statement of Financial Interests**

90 **IV. Form 8B – Memorandum of Voting Conflict**

91 **B. Consideration of Resolution 2021-05, Designating a Chair, a Vice Chair, a Secretary,**  
 92 **Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Mediterra**  
 93 **Community Development District, and Providing for an Effective Date**

94 Mr. Greenberg presented Resolution 2021-05. Mr. Tarr and Ms. Wheeler nominated Mr.  
 95 Greenberg as Chair. No other nominations were made for Chair. Mr. Greenberg nominated the  
 96 remainder of the slate of officers. The full slate of officers nominated was as follows:

97	Chair	Robert Greenberg
98	Vice Chair	Kenneth Tarr
99	Secretary	Chuck Adams
100	Assistant Secretary	Mary Wheeler
101	Assistant Secretary	Vicky Gartland
102	Assistant Secretary	John Henry
103	Assistant Secretary	Craig Wrathell
104	Treasurer	Craig Wrathell
105	Assistant Treasurer	Jeff Pinder

106 No other nominations were made.

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**On MOTION by Mr. Greenberg and seconded by Ms. Gartland, with all in favor, Resolution 2021-05, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Mediterra Community Development District, as nominated, and Providing for an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

**Discussion: Padova Drain Pipe**

**A. Discussion/Consideration of M.R.I. Construction, Inc., Invoice #234 to Install New Pipe Located at Brolio Lane**

Mr. Adams presented the revised M.R.I. Construction, Inc. (MRI) Invoice #234, which gave a credit for the trench box that was not used, and an additional but reduced rate to haul the boulders off site. Discussion ensued regarding determining itemized costs and the contractor using their own equipment. In response to a request, Mr. Radford, of MRI, would provide a warranty letter indicating that, if necessary, MRI would address any settlement issues and re-install sod, at no cost to the District.

**On MOTION by Mr. Tarr and seconded by Ms. Wheeler, with all in favor, M.R.I. Construction Inc Proposal #234 to install new pipe at Brolio Lane, in a not-to-exceed amount of \$77,000, subject to receipt of MRI warranty letter, was approved.**

**B. Consideration of GulfScapes Landscape Management Services Proposal #2471 to Provide Labor and Material to Complete Repairs at the End of Brolio Lane**

Mr. Tarr discussed his concern about Staff’s process of engaging quotes and timely communication to the Board. Mrs. Adams explained that the required irrigation repairs were completed, and would be paid from the funding the Board approved at the last meeting; however, landscaping did not proceed because the irrigation costs were much higher than the Board approved. She presented GulfScapes and Cintron landscaping proposals, with the identical scope of work for the Board to consider. Discussion ensued regarding Staff proceeding with the landscape project, Staff’s direction during the Emergency Meeting, defining material in square feet versus pallet measurement and having Mr. Woods of the MCA oversee the project for the CDD.



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**On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, GulfScapes Landscape Management Services Proposal #2471 for labor and materials to complete the repairs at the end of Brolio Lane, in a not-to-exceed amount of \$10,670, was approved.**

**C. Consideration of Cintron Landscape Services Estimate #8765 for Storm Pipe Re-Landscape**

This item was discussed during item 5B.

**D. Potential Latent Defect Claim**

Mr. Greenberg noted the agenda packet included Mr. Tilton’s email with additional research on the potential latent defect claim. He suggested not proceeding any further, as the statute of limitations expired, proving fault as defect of settlement would be difficult as there is no definitive information about which company actually did the work, and the repairs have been completed.

**SIXTH ORDER OF BUSINESS**

**Discussion: SOLitude Lake Management –  
Aeration Reporting**

Mrs. Adams discussed SOLitude implementing the aeration reporting form, whereby the technicians who spray the lakes would also report instances of aerators not working. Mr. Greenberg wanted a process implemented to hasten the response time to get the aerators repaired quickly. Mr. Kurth gave an overview of the aeration department and reporting process. In response to a request, Mr. Richards would send an e-blast, via the MCA, instructing residents to contact Mrs. Adams about downed aerators and include the repair timeline.

Mr. Kurth discussed SOLitude’s process for the semi-annual maintenance plan, including rebuilding units as part of the maintenance costs and responding to algae issues the same day. The aeration team’s response time for inspection is typically five days, but steps were underway to improve that; repairs may take longer. He noted supply chain issues due to COVID-19. Mr. Kurth would notify Mrs. Adams of any delays due to a supply chain or a repair issue, so it can be reported to the Board and the residents.

Mr. Kurth would discuss with his company and determine if SOLitude can keep additional compressors and other related equipment in inventory to prevent ordering delays. He noted that a new software program that tracks all units, repairs, etc., was being

178 implemented in May. Mr. Greenberg stated that, once SOLitude is able to provide tracking, the  
179 District would consider purchasing equipment to keep on site.

180 Ms. Wheeler asked what was sprayed at Medici, as the “weeds” need to be removed.  
181 Mr. Kurth stated he would let Mrs. Adams know. In response to Mr. Tarr’s observation of a tree  
182 growing at the control level, Mr. Kurth would inspect 15243 Medici Way and determine who is  
183 responsible for removing it.

184

185 **SEVENTH ORDER OF BUSINESS**

**Presentation: Johnson Engineering Wet  
Season 2020 Water Quality Monitoring  
Report**

186

187

188

189 Mr. Denison presented the Wet Season 2020 Water Quality Monitoring Report and  
190 highlighted the following:

191 ➤ The results for all five ponds were relatively good.

192 ➤ The Reports included photographs of the lakes and samples collected.

193 Mr. Denison responded to questions about muck in the lakes increasing over time. The  
194 benchmark for concern is 12”. Mr. Tilton noted that remediation is a solution; however, the  
195 aeration units are helping it to decompose and not continue building up. As muck removal is  
196 expensive, there are other options, such as treating the ponds with alum.

197 Ms. Gartland asked why Lake #35 was added for testing. No one could recall the reason;  
198 however, Mr. Greenberg thought it was in response to a complaint or it was the closest pond of  
199 that size to the outfall. In response to a request, Mr. Denison and Mr. Tilton defined the various  
200 classes of water bodies. Mr. Denison stated he would send the 2021 contract to Mr. Adams for  
201 Board approval, as the next sediment sampling should be scheduled next month and the wet  
202 sampling should be performed mid-summer. He was asked to contact Staff if Lake #24 is not  
203 discharging, so the Board can be notified.

204

205 **EIGHTH ORDER OF BUSINESS**

**Presentation: Johnson Engineering 2020  
Annual Sediment Sampling Report**

206

207

208 This item was presented in conjunction with the Seventh Order of Business.

209

210

211 **NINTH ORDER OF BUSINESS****Discussion: Wildlife in CDD Controlled Property**212  
213

214 Ms. Wheeler asked for this item to be included on the agenda, as she thought she  
215 observed water moccasin snakes in the area; however, it was later identified as a black racer  
216 snake, which is helpful as they kill other snakes.

217

218 **TENTH ORDER OF BUSINESS****Discussion: Process to Communicate Between Board Members and Staff**219  
220

221 Mr. Greenberg recalled that he asked the Supervisors to copy all communications for  
222 requests to Staff and him, for tracking purposes, to ensure items are addressed timely and to  
223 hold Staff accountable. He noted that Supervisors should not communicate with District  
224 Counsel and that those items must go through the Chair.

225 Ms. Willson reminded the Board Members of the Sunshine Law requirements and that  
226 there must be no written communication between two or more Board Members on a  
227 discussion item that is going to come before the Board in the future. Mr. Greenberg voiced his  
228 opinion that email communications containing factual information could occur, but noted that  
229 the communications must be available as public record. He stated that anything policy-related  
230 should not be sent.

231

232 **ELEVENTH ORDER OF BUSINESS****Discussion: District Management**

233

234 Mr. Greenberg referred to Mr. Adams' comment about WHA's expanding business and  
235 upcoming Management changes and stated that the Board wants to keep the Management  
236 Staff the same. Mr. Tarr suggested updating the WHA Agreement to reflect the current CDD  
237 name. Mr. Adams would prepare an Amendment to the WHA contract to reflect the correct  
238 CDD name, fee schedule and other fitting items; this item will be on the next meeting agenda.

239

240 **TWELFTH ORDER OF BUSINESS****Ratification of Items Discussed at March 16, 2021 Emergency Meeting:**241  
242

243 **A. GulfScapes Landscape Management Services Proposal to Re-Sod and Replant Areas**  
244 **Damaged During the Padova Drainage Pipe Project, in a Not-to-Exceed Amount of**  
245 **12,000, Subject to Review by Mr. Woods**

- 246 **B. Revising District’s Rules of Procedure to Include a Board Policy Specifying that Any**
- 247 **Construction-Related Projects of Significant Require Engagement of CDD Engineer to**
- 248 **Oversee, Inspect and Provide a Report**
- 249 **C. WHA Management Contract to be Emailed to the Board for Review**
- 250 **D. Implement Procedure for Future, Significant Projects to Include Conducting**
- 251 **Preconstruction Meetings Between all Parties Prior to Commencement of Project**
- 252 **E. Mr. Tilton to Research Padova Permit to Determine Who Performed Original Work**
- 253 **and Certified the Pipe**
- 254 **F. Staff to Locate Third-Party Contractor to Test Flow of New Pipe Before Rainy Season**
- 255

256 **On MOTION by Mr. Tarr and seconded by Ms. Wheeler, with all in favor,**

257 **Agenda Items 12A through 12F, discussed at the March 16, 2021 Emergency**

258 **Meeting, were ratified.**

259

260

261 Mr. Tarr asked if it was prudent to engage a third-party contractor to inspect the new

262 Padova drainage pipe to ensure it is functioning properly.

263 Discussion ensued to do that before rainy season or using lake water. Mr. Tilton

264 provided scenarios of potential issues with the pipe and noted that putting dye in the water

265 was not required or necessary. The consensus was not to pursue this item at this time.

266

267 **THIRTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**

268 **Statements as of February 28, 2021**

269

270 Mr. Greenberg presented the Unaudited Financial Statements as of February 28, 2021.

271 An updated Operations Financial Impact Analysis Report for Fiscal Years 2020/2021 and the

272 Financial Highlights Report were distributed during the meeting.

273 Discussion ensued and it was decided that the lake bank projects would be deferred

274 until next spring to ensure a sufficient fund balance is available, in the event of an unforeseen

275 urgent project. Mr. Greenberg wanted the Board to be cognizant of the goal to get reserves

276 back to \$150,000, which may require increasing assessments.

277 The financials were accepted.

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**On MOTION by Mr. Tarr and seconded by Mr. Henry, with all in favor, deferring lake bank erosion repair projects at Lakes #35 and #13 until the new Fiscal Year, was approved.**

**FOURTEENTH ORDER OF BUSINESS** **Approval of Minutes**

- A. March 3, 2021 Regular Meeting**
- B. March 16, 2021 Emergency Meeting**

Mr. Greenberg presented the Meeting Minutes listed above. Mrs. Adams noted that edits were submitted to Management and those edits were distributed during the meeting.

**On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the March 3, 2021 Regular Meeting and the March 16, 2021 Emergency Meeting Minutes, as amended to include edits submitted to Management, were approved.**

Going forward, the draft meeting minutes should be transmitted to all Board Members for their review prior to inclusion in the meeting agendas.

Mr. Greenberg asked Ms. Willson for the best approach to incorporate the process of requiring the District Engineer to oversee all construction and repair projects.

Ms. Willson stated that it could be incorporated it into the District’s Rules of Procedure manual or the Board could adopt a resolution implementing the policy; however, the District Engineer’s Continuing Services Agreement would need to be updated.

**On MOTION by Ms. Gartland and seconded by Mr. Tarr, with all in favor, authorizing Ms. Willson to prepare a Resolution to implement the policy requiring engagement of the District Engineer to oversee all construction and repair projects and to amend the Scope of Services Agreement to reflect those requirements and authorizing the Chair to execute the Agreement, was approved.**

**FIFTEENTH ORDER OF BUSINESS** **Staff Reports**

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

There being nothing further to report, the next item followed.

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

318 • **Discussion: South Florida Water Management District Permit Modification for**  
319 **Lake 74 Updates**

320 Mr. Tilton distributed the de-excavation permit application and zoning plans to modify  
321 Lake 74, to be submitted to Collier County. Mr. Greenberg gave an overview of the District's  
322 intent to reconfigure Lake 74, as originally indicated in the Master Plan. This would resolve the  
323 land needs of the District and MCA, alleviate meeting space issue and keep the MCA offices on  
324 site. After discussion, the Board decided not to submit the permit at this time.

325 Discussion ensued regarding the State and Federal permit policy and extensions, in  
326 relation to COVID-19 delays, and notifying affected residents of any future plans. As instructed,  
327 Mr. Tilton would not submit the application but he would continue monitoring any activity that  
328 could jeopardize the regulatory rights already obtained by the District.

329 Mr. Adams noted that Mr. Richards notified Staff of an encroachment issue into the  
330 conservation area, at 10806 East Cortile Court. He distributed photographs of the area in which  
331 several stumps were visible; thereby, indicating the removal of mature trees leading into the  
332 preserve. He conveyed his conversation with the homeowner about the District's need to  
333 survey the area. If an encroachment is confirmed, the District would need to self-report the  
334 violation to South Florida Water Management District (SFWMD), prepare a restoration plan,  
335 obtain proposals for the restoration work; and prepare and implement a five-year self-  
336 monitoring and reporting plan to submit to the SFWMD. He stated that the homeowner was  
337 very apologetic and informed him that Ballenger told him it was okay to remove the trees.

338 Discussion ensued regarding the area having no silt barrier, involvement of the City of  
339 Bonita Springs and the lien process. Mr. Tilton would contact the City of Bonita Springs, as there  
340 was no sediment barrier in the area, and request a "stop work" order. He would notify the  
341 homeowner once the encroachment is confirmed and proposals obtained. In conjunction with  
342 Ms. Willson preparing a letter Agreement to the homeowner, noting the homeowner's  
343 responsibility for costs incurred and the process involved in returning the area to its original  
344 condition. If the homeowner does not execute the Agreement, the District would seek legal  
345 action.

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**On MOTION by Mr. Greenberg and seconded by Ms. Gartland, with all in favor, once the property at 10805 East Cortile Court is staked and encroachment is confirmed, authorizing Mr. Adams and Ms. Willson to implement the process described above, was approved.**

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

Mr. Adams distributed emails from parties authorizing the District to access, inspect and clean the outfall pipe from the Imperial Village side. MRI proposals will be obtained and the District map was updated to reflect the added area, which was incorporated into the regular program. Mrs. Adams would email the GIS map to Mr. Henry and send the updated ones to the Board, upon receipt.

The following were Mr. Adams' responses regarding various action items:

➤ Item 2: Staff was implementing a records procedural change. A file share account in the Cloud would be set up with a link on the District's website that would allow the Board and its constituents to access District records; thereby, making the need for the laptop at the MCA office obsolete. This process negates having outdated information on the District's website; however, information from just the last three years would be available until Staff can download the files prior to the merger.

➤ Item 12: The formal letter to the Tax Collector's office to correct the District's name on the notices would go out later in the week.

➤ Item 22: Mrs. Adams would confirm that The Club replaced the felt at Structure #94, Lake #32.

➤ Item 23: Mr. Adams discussed with Mr. Lively and it was deemed that the discharge into Structure #142, Lake #43, was appropriate and part of the Consumptive Use Permit.

➤ MRI expected to complete the storm pipe clean-up project this Friday.

▪ **Action/Agenda or Completed Items**

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

Items 2, 23, 5, 9, 13, 16, 17, 19, 20, 23, 24, 25, 28-33 were completed.

Discussed Action items 23, 10, 7, 8, 12, 22 and 27 with updates noted on the Action Items List.

Mr. Greenberg stated he would prepare a letter to the community and forward it to Mr. Adams for distribution to the Board regarding several items about water quality within the

380 District, instructions to report non-working aeration units, Cane Toad program update, low  
 381 amount of muck and the fishing policy for CDD stormwater lakes.

- 382 • **NEXT MEETING DATE: May 19, 2021 at 9:00 A.M.**

- 383 ○ **QUORUM CHECK**

384 The next meeting will be held on May 19, 2021 at 9:00 a.m.

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

386 **I. Key Activity Dates**

387 The April Key Activity Dates Report was provided for informational purposes and would  
 388 be updated as needed.

389 **II. Operations Financial Impact Analysis FY 2020-2021**

390 This item was discussed during the Thirteenth Order of Business.

391

392 **SIXTEENTH ORDER OF BUSINESS** **Action/Agenda or Completed Items**

393

394 This item was discussed during Item 15C.

395

396 **SEVENTEENTH ORDER OF BUSINESS** **Old Business**

397

- 398 • **Discussion: Tax Collector Name Correction**

399 This item was discussed during Item 15C.

400

401 **EIGHTEENTH ORDER OF BUSINESS** **Supervisors' Requests**

402

403 Ms. Gartland asked why Lake #35 was added as a testing site.

404

405 **NINETEENTH ORDER OF BUSINESS** **Public Comments**

406

407 There being no public comments, the next item followed.

408 In response to questions, Mr. Richards reported the following:

- 409 ➤ There was no update from Quality Engineering regarding the big ponds being built  
 410 outside Mediterra or when it would be completed.

- 411 ➤ The MCA planned to take care of the wall.



412 Mr. Tilton explained that CDD property would be affected when they begin digging and  
413 cutting a hole in the box to connect the pipe to the outfall structure; however, he was not the  
414 engineer for the project.

415

416 **TWENTIETH ORDER OF BUSINESS**

**Adjournment**

417

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

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**On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor,  
the meeting adjourned at 5:35 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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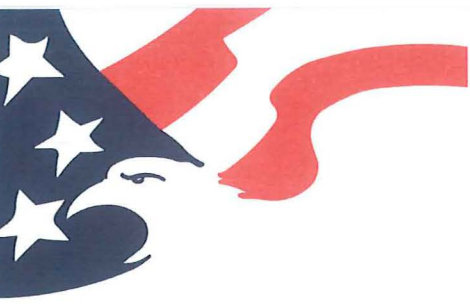
Secretary/Assistant Secretary

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Chair/Vice Chair

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

**12CI**



# Jennifer J. Edwards Supervisor of Elections

April 20, 2021

Ms Daphne Gillyard  
Mediterra CDD (Collier)  
2300 Glades Rd Suite 410W  
Boca Raton FL 30431

Dear Ms Gillyard

In compliance with 190.06 of the Florida Statutes this letter is to inform you that the official records of the Collier County Supervisor of Election indicate 786 active registered voters residing in the Mediterra CDD (Collier) as of April 15, 2021.

Should you have any questions regarding election services for this district, please free to contact our office,

Sincerely,

David B. Carpenter  
Qualifying Officer  
Collier County Supervisor of Elections  
(239) 252-8501  
Dave.Carpenter@CollierVotes.gov



# WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W  
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2021

<b>NAME OF COMMUNITY DEVELOPMENT DISTRICT</b>	<b>NUMBER OF REGISTERED VOTERS AS OF 04/15/2021</b>
Babcock Ranch	0
Bayside Improvement	2,956
Bay Creek	748
Beach Road Golf Estates	1,127
Bonita Landing	321
Brooks I of Bonita Springs	2,225
Brooks II of Bonita Springs	1,453
East Bonita Beach	163
Mediterra	454
Moody River Estates	1,137
Parklands Lee	525
Parklands West	570
River Hall	1,534
River Ridge	1,454
Stonewater	0
Stoneybrook	1,721
Verandah East	779
Verandah West	937
University Square	0
University Village	0
Waterford Landing	1,298
WildBlue	228

Send to: Daphne Gillyard [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)

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

**12CII**

## MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE

#### LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2020	Regular Meeting	9:00 AM
Join Zoom Meeting: <a href="https://us02web.zoom.us/j/85378255019">https://us02web.zoom.us/j/85378255019</a> Meeting ID: 853 7825 5019 Dial by your location: 1-929-205-6099 Meeting ID: 853 7825 5019		
November 18, 2020	Regular Meeting	3:00 PM
January 20, 2021 <b>CANCELED</b>	Regular Meeting	3:00 PM
March 3, 2021	Regular Meeting	3:00 PM
March 16, 2021	Emergency Meeting	9:00 AM
<i>Back Patio of Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110</i>		
April 21, 2021	Regular Meeting	3:00 PM
May 19, 2021	Regular Meeting	9:00 AM
June 16, 2021	Regular Meeting	9:00 AM
August 18, 2021	Public Hearing & Regular Meeting	9:00 AM

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

**12DI**



# MEDITERRA CDD

## Key Activity Dates

### Updated: May 2021

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project commenced in April. Will continue 2 night visits per month (April through November).	4/21 thru 11/2021
Special Assessment Off-Roll	The Club @ Mediterra	Carmin Maureci	The Special Assessment Off-roll are due at the end of October (typically received/booked in November) and end of April (typically received/booked in May). The Club to be invoiced March 25th and September 25th yearly. Past due if received on April 26th and October 26th. Late Payment triggers acceleration. Note: To be placed On-roll 10/2021.	9/25/2021
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	4/2021 & 9/2021
Annual Financial Report	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year. Management to provide update when completed. Per the request of the Board, to be provided in their May agenda package yearly. Due to COVID-19, the audit will be presented at the June meeting.	6/1/2021
Proposed Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year.	6/15/2021
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2021
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2021
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2021

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)	10/15/2021
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 Thanksgiving and Christmas holidays each year if necessary.	November/December yearly.
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2021	11/30/2021
Fiscal Year Annual District Filing Fee and Update Form	190,189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by the following December 3rd.	12/3/2021
Laptop @ MCS	SOP	Tim Richards - MCA General Mgr.	Mr. Adams to create a cloud link on the website and will upload records of proceedings.	On-going
Special Assessment Off-Roll	The Club @ Mediterra	Carmin Maureci	The Special Assessment Off-roll are to be added to the On-roll for the 2021/22 Budget.	5/19/2021
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)	4/15/2021
Interconnecting Drain Pipe inspection and cleanout	SOP	N/A	Annual inspection and clean out of all lake and wetland interconnecting drain pipes and control structures, that are owned and operated by the District, where the percentage of pipe block exceeds 25%. Inspections to commence February 1st, with cleaning to be completed during the month of May	2/2021 thru 5/2021
Bank Stabilization Project	SOP	N/A	2021/22 Budget - Rip/Rap install project to be completed on Lake 35. (As of 2019 current proposal cost \$38K). Include rip/rap of headwall in that cove area. Bank restoration @ North Hole #18 by Green on Lake 13 (as of 2021 current proposal cost \$11,875.00 (need to deduct sod requirements).	5/1/2022

Lake Audit Report	SOP	N/A	Annual inspection and report of all District owned lakes. Report includes review of specific items related to water quality, lake maintenance deficiencies, littoral plant health and population, structural integrity of lake banks and pipework, aerator operation and any unauthorized activities in or adjacent to the lakes. Report will be include in the June agenda package.	June 2021 thru July 2021
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	June 2021 thru July 2021
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	
Bond - Continuing Disclosure	Bond Indenture	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	Bond indentures generally require continuing disclosure of financial information to bond holders that may impact the bondholders investment. During construction, many bond indenture require quarterly reporting concerning the status of construction, development and real estate closings. Additionally, annual disclosure include posting annual independent audit reports and annual budgets reflecting assessment information. Generally, any material event affecting the bonds must be disclosed timely.	
Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is due.	The Bond Indenture refers to IRS rules which state an issuer must pay (an Arbitrage) rebate installment for computation dates that occur at least once every 5 years. Rebate payments are due within 60 days after each computation date. The final rebate payment for an issue is due within 60 days after the issue is discharged. See IRS Regulation Section 1.148-3(e) through (g).	

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

**12DII**

## Mediterra CDD

FY 2020 and 2021 Operations Financial Impact Analysis

14-May-21

<u>Operations Account</u>	Budget	Actual	Variance	Budget	Encumbered	Variance	<u>Notes</u>
	<u>FY 2020</u>	<u>FY 2020</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2021</u>	<u>FY 2021</u>	
Contractual Services	\$ 203,980	\$ 199,150	\$ 4,830	\$ 215,000	\$ 215,000	\$ -	Lake & Wetland contract, Water Testing and Cane Toad removal
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 62,580	\$ 37,420	\$ 100,000	\$ 37,025	\$ 62,975	Annual Pipe Cleanout/Littoral Plantings
Street sweeping	\$ 8,000	\$ 3,075	\$ 4,925	\$ -	\$ -	\$ -	
Electricity	\$ 33,000	\$ 30,266	\$ 2,734	\$ 31,500	\$ 31,500	\$ -	
Capital Outlay Drain Pipe				\$ 78,000	\$ 45,644	\$ 32,356	per contract with MRI (Padova Project) & Required Irrigation Repairs
Future Aeration replace	\$ 17,400	\$ 12,450	\$ 4,950	\$ 17,340	\$ 2,901	\$ 14,439	
Cap Outlay FCB Loan	\$ 89,960	\$ 92,081	\$ (2,121)	\$ 89,960	\$ 89,960	\$ -	
	\$ 452,340	\$ 399,602	\$ 52,738	\$ 531,800	\$ 422,030	\$ 109,770	

Current FY 20 and 21 Ops Variance Profit/(Loss) **\$ 162,508** Additional Considerations

- \$ 10,670 GulfScape Landscape Proposal - Padova Project
- \$ 77,000 New Pipe connection between Lakes 25-26
- \$ 87,670 Total of Additional Considerations
- \$ 74,838 Currently unencumbered**

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

**13**

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	<b>ACTION</b>	Per Mr. Greenberg, Mr. Adams to ensure removal of all items from the Completed Items List that are six months old or older.	X			
2	01.16.19	<b>ACTION</b>	Going forward, Johnson Engineering to take annual sediment samples only at outfall lakes that contain muck, and Lake 35 the same time each year and reduce water quality samples to once in July except for Lake #55 adding September, only if there are issues. Staff to continue to provide year over year tables for nitrogen and phosphorous.	X			
3	01.16.19	<b>ACTION</b>	Per Mr. Greenberg, District Staff to monitor Lake #3 closely for signs of degradation due to the Distinctive Homes Project south of Caminetto. <b>03.03.21</b> Mr. Tilton to inspect area today.	X			
4	10.16.19	<b>ACTION</b>	Per Mr. Tarr, Staff to ensure that the contractor monitors the two signature lakes at the entrance of Mediterra West and make certain that the spikerush does not exceed 15' from control level.	X			
5	05.27.20	<b>ACTION/ AGENDA</b>	Mr. Adams and Mr. Tilton to file extension with SFWMD, as soon as the COVID-19 Executive Orders are lifted. <b>11.18.20</b> Mr. Tilton to track extension letters regarding permit to fill Lake 74 and schedule call with Mr. Johnson. Mr. Johnson to research the District's legal position. <b>03.03.21</b> Lake 74 Permit Update to remain on agenda to continue tracking the permit process. Mr. Tilton to provide updates. <b>04.21.21</b> Mr. Tilton to direct his Staff to monitor activity that could jeopardize the Regulatory Rights already obtained by the District for Lake 74.	X			
6	10.21.20	<b>ACTION/ AGENDA</b>	Mr. Adams to change The Club to on-roll assessment billing and collection of assessments, commencing in Fiscal Year 2022. <b>03.03.21</b> Mr. Adams to coordinate sending a letter advising of this change. <b>04.21.21</b> Letter to go out next month; item will be placed on the June Agenda.	X			
7	11.18.20	<b>ACTION</b>	Mrs. Adams to ask SOLitude to copy her on all aeration repair notices sent to RCS.	X			
8	11.18.20	<b>ACTION/ AGENDA</b>	Mr. Adams to contact the Tax Collector and direct them to correct Mediterra CDD's name on the Tax Notice and Collier County insert and update information. <b>03.03.21</b> Mr. Adams to send a formal letter. <b>04.21.21</b> Letter to be submitted later in the week.	X			

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
9	03.03.21	<b>ACTION</b>	Board Members to include Mrs. Adams, Ms. Smith and cc Mr. Greenberg in email requests to Management. Mrs. Adams to respond to Board Member's requests indicating the person responsible to provide that information. Ms. Smith to track all requests.	X			
10	03.03.21	<b>ACTION</b>	Management office to email Mr. Greenberg proposed meeting agenda three days prior to sending it to the Board.	X			
11	03.03.21	<b>ACTION</b>	MRI to revise Inspection Reports to include pipe size, create legend page and correct scrivener's error regarding pipe size at Structure #142.	X			
12	03.03.21	<b>ACTION</b>	Mrs. Adams to contact The Club to replace felt in grate in the sand trap Structure #94. <b>04.21.21</b> Mrs. Adams to confirm task was completed.	X			
13	03.03.21	<b>ACTION</b>	Ms. Smith to review the District's website for accuracy and notify Mr. Richards of cancelled meetings or date changes and to send e-blast to residents.	X			
14	03.03.21	<b>ACTION</b>	Mr. Tilton to work with Mr. Adams and Ms. Willson to determine legal right for the District to inspect the pipes on the Imperial Side related to the Veterans Parkway extension. <b>04.21.21</b> MRI to provide cost to inspect the five outfall structures utilizing video.	X			
15	04.21.21	<b>ACTION</b>	Staff to obtain unit pricing for all contracts moving forward.	X			
16	04.21.21	<b>ACTION</b>	Mr. Adams to coordinate Mr. Wrathell's attendance at a meeting where all board Members are present.	X			
17	04.21.21	<b>ACTION</b>	MRI to email Mr. Adams Padova Pipe project warranty letter.	X			
18	04.21.21	<b>ACTION</b>	Mr. Richards to send e-blast via the MCA instructing residents to contact Mrs. Adams of downed aerators.	X			
19	04.21.21	<b>ACTION</b>	Mr. Kurth to notify Mrs. Adams if there is a delay due to supply chain issues and determine if SOLitude can keep additional compressors in inventory. Onsite equipment must be inventoried.	X			
20	04.21.21	<b>ACTION</b>	Mr. Kurth to inspect Medici and let Mrs. Adams know what was sprayed to cause the pond to turn brown and who would remove the "weeds" and inspect 15243 Medici Way and determine who is responsible to remove the tree growing at the control level.	X			
21	04.21.21	<b>ACTION</b>	Mr. Denison to send the 2021 Contract to Mr. Adams for Board approval.	X			



## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
22	04.21.21	<b>ACTION</b>	Mr. Denison to contact Staff if Lake #24 is not discharging so they can notify the Board.	X			
23	04.21.21	<b>ACTION/AGENDA</b>	Mr. Adams to prepare Amendment to WHA contract, with correct name, fee schedule, etc.	X			
24	04.21.21	<b>ACTION/AGENDA</b>	Ms. Willson to prepare Resolution to implement policy of engaging the District Engineer to oversee all construction and repair projects of significance and to amend the scope of Services Agreement.	X			
25	04.21.21	<b>ACTION</b>	Mr. Adams to contact the City of Bonita Springs to notify there is no sediment barrier in the area at 10805 Est Cortile Court and request stop work order due to possible encroachment issues.	X			
26	04.21.21	<b>ACTION</b>	Ms. Willson upon confirmation of encroachment would prepare Letter Agreement to homeowner at 10805 Est Cortile Court.	X			
27	04.21.21	<b>ACTION</b>	Mrs. Adams to send Mr. Henry the GIS map and send the ordered maps overnight to the Board upon receipt.	X			
28	04.21.21	<b>ACTION/AGENDA</b>	Mr. Adams to complete setting up the file share account and post link to the District's website prior to the next meeting.	X			
29	04.21.21	<b>ACTION</b>	Mr. Greenberg to prepare letter to the Community and forward to Mr. Adams to distribute to the Board regarding water quality, instruction to report non-working aeration units, Cane Toad Program update, low muck and fishing in CDD stormwater lakes.	X			
30	04.21.21	<b>ACTION</b>	Management to email draft minutes to all Board Members, who will then respond with their edits prior to the meetings. Mrs. Adams would discuss implementing change with Ms. Singleton.	X			
31	04.21.21	<b>ACTION</b>	Management directed not to send repetitious agenda emails unless changes are made to the agenda.	X			

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	08.21.19	<b>ACTION</b>	With regard to the financials, Mr. Adams to make sure that fund balance is transferred to avoid a finding in next year's audit.			X	11.18.20
2	10.16.19	<b>ACTION</b>	Per Mr. Greenberg, Staff to include a presentation from the District Engineer on the next agenda regarding the next steps for the Lake #74 repurposing project.			X	11.18.20
3	10.16.19	<b>ACTION</b>	Per Mr. Greenberg, Mr. Adams to provide Supervisors with the email address of the staffer responsible for sending out agenda packets so that Supervisors can contact that person and alert them of the correct forwarding address. Board Members requested to cc her supervisor.			X	11.18.20
4	11.20.19	<b>ACTION</b>	Mr. Tilton to proceed with newly assigned tasks #3 and #4 listed in Professional Services proposal, dated August 12, 2019, to obtain permit and topographic survey, to repurpose portions of Lake 74 and provide progress reports to the Board.			X	11.18.20
5	03.11.20	<b>ACTION</b>	Mr. Tilton to proceed with permit process and change drawings reflecting two CDD-owned parcels and forward package to Mr. Adams, who would scan and circulate the documents to Board Members.			X	11.18.20
6	03.11.20	<b>ACTION</b>	Mr. Adams to inquire about reducing the interest rate on the aeration loan and report his findings at the next meeting.			X	11.18.20
7	03.11.20	<b>ACTION</b>	Mr. Adams to include SFWMD maintenance items on the next agenda.			X	11.18.20
8	05.27.20	<b>ACTION/AGENDA</b>	Mr. Adams to incorporate and additional \$60,000 in the budget for SFWMD permitting and on the June Agenda.			X	11.18.20
9	06.17.20	<b>ACTION</b>	Mr. Tilton to coordinate having Pipe #131 surveyed, for Mr. Radford to proceed with pipe inspection and present proposal for repairs.			X	11.18.20
10	06.17.20	<b>ACTION</b>	Mr. Adams to revise proposed Fiscal Year 2021 budget.			X	11.18.20
11	10.21.20	<b>ACTION</b>	Mr. Adams to have the 02.17.21 meeting deleted from the Fiscal Year 2021 Meeting Schedule and change the 03.17.21 meeting to 03.03.21.			X	11.18.20
12	10.21.20	<b>ACTION</b>	Mr. Adams to include consideration of appointing Ms. Gartner to the Board on the November agenda.			X	11.18.20
13	10.21.20	<b>ACTION</b>	Mrs. Adams to request a quote from Cintron Landscaping.			X	11.18.20
14	10.21.20	<b>ACTION</b>	Mrs. Adams to have cane toad photos added to the CDD website.			X	11.18.20
15	10.21.20	<b>ACTION</b>	Mr. Adams to inform residents about prepayment options for debt service assessments related to bonds.			X	03.03.21

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
16	10.21.20	<b>ACTION</b>	Ms. Willson to provide information relating to refinancing the bonds.			X	03.03.21
17	11.18.20	<b>ACTION</b>	Ms. Gartland to send W-4 to Management to receive Board Member compensation.			X	03.03.21
18	11.18.20	<b>ACTION</b>	Mr. Greenberg to prepare draft letter to the community regarding Cane Toad project being implemented in the 2021 year and will send it to Mr. Adams to distribute to residents.			X	03.03.21
19	11.18.20	<b>ACTION/AGENDA</b>	Mrs. Adams to ensure the October Financial Highlights Report is included in the next agenda package, update Lakes 35 and 13 portion of report, add Lake 13 project as an agenda item, include items such as Lake 13 proposal, a breakdown of actual costs versus the budgeted amount and the FY 2021 budget, in the agenda.			X	03.03.21
20	11.18.20	<b>ACTION/AGENDA</b>	Mr. Tilton to review the design specifications from GradyMinor, the Design Engineer, regarding the extension of Veterans Parkway and potential impact to Mediterra; if unable to obtain documents he was instructed to make the calculations and report the findings to the Board. This item would remain on the agenda.			X	03.03.21
21	11.18.20	<b>ACTION</b>	Mr. Johnson to research Governor's Executive Order, in relation to the permit and COVID-19.			X	03.03.21
22	11.18.20	<b>ACTION</b>	Ms. Smith to inspect the littoral plantings project next week. EarthBalance scheduled inspections this week to ensure there are no floaters due to a recent storm event.			X	03.03.21
23	11.18.20	<b>ACTION</b>	Mrs. Adams waiting for Mr. Clerico to respond to proposals to trim conservation area.			X	03.03.21
24	11.18.20	<b>ACTION</b>	Mrs. Adams to update the Key Activity Dates Report.			X	03.03.21
25	11.18.20	<b>ACTION</b>	Mrs. Adams to send Ms. Gartland a District map.			X	03.03.21
26	11.18.20	<b>ACTION</b>	Mr. Greenberg to deliver Mr. Van Tassel's commemorative clock and photographs to his residence.			X	03.03.21
27	10.16.19	<b>ACTION</b>	Staff to arrange to have riprap installed around the headwall of Lake #35, during the Spring of 2021 bank stabilization project. <b>11.18.20</b> Project would be scheduled after Easter. <b>04.21.21</b> Moved to the Key Activities Date Report as the project was deferred until the Spring of Fiscal Year 2022.			X	04.21.21

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28	10.17.18	<b>ACTION</b>	Mr. Adams will have all the necessary items, laptop, etc., kept up-to-date at the MCA and provide instructions to Ms. Johnson on a semi-annual basis. <b>03.03.21</b> Ms. Smith to update laptop regularly. Mr. Adams to discuss with Janelle potentially taking on roll of downloading digital files to the laptop and will be updated at the April meeting			X	04.21.21
29	11.18.20	<b>ACTION</b>	Board Members are to submit their comments, after reviewing meeting minutes, to Management prior to the meetings.			X	04.21.21
30	03.03.21	<b>ACTION</b>	Mr. Adams to email the Cane Toad Program schedule to the Board and the HOA to post on its website.			X	04.21.21
31	03.03.21	<b>ACTION/AGENDA</b>	Mr. Adams to implement process for residents to report non-working aeration units to the District Manager directly and to work with the MCA in getting that information to residents.			X	04.21.21
32	03.03.21	<b>ACTION/AGENDA</b>	Declare Mr. Bishko's seat vacant at April meeting. Mr. Greenberg to contact Mr. John Henry about interest in a Board Member position.			X	04.21.21
33	03.03.21	<b>ACTION</b>	Mrs. Adams to have the District map updated and emailed to the Board and posted to the website.			X	04.21.21
34	03.03.21 & 03.16.21	<b>ACTION/AGENDA</b>	Mrs. Adams to insert date that the Financial Impact Analysis Report is prepared. Mr. Adams to present review of the Financial Impact Report for projects crossing over to the next fiscal year. <b>04.21.21</b> Report will be updated monthly.			X	04.21.21
35	03.03.21	<b>ACTION</b>	Mrs. Adams to obtain credit from Anchor Marine for sod before proceeding with Lake #13 Bank Restoration project. <b>04.21.21</b> Project deferred until new fiscal year, move to Key Activity Date Report?			X	04.21.21
36	03.03.21	<b>ACTION</b>	Mr. Adams to ask MCA to contribute to landscape remediation costs for Padova drainage pipe repair and place MCA and London Bay Representatives on notice to begin monitoring builder activities to prevent discharging concrete into Mediterra drain structures. <b>04.21.21</b> Mr. Adams discussed discharge into Structure #144 Lake #43 with Mr. Lively, which was deemed appropriate and part of the Consumptive Use permit.			X	04.21.21
37	03.03.21	<b>ACTION</b>	MRI to send schedule of Padova Drainage Pipe remediation project to Mr. Adams to distribute to affected parties.			X	04.21.21

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38	03.03.21	<b>ACTION</b>	Mr. Adams to convey policy regarding fishing in CDD stormwater lakes to residents and if on the Golf Course they must obtain approval from the Golf Course.			X	04.21.21
39	03.16.21	<b>ACTION</b>	Mr. Woods to review GulfScapes proposal and Staff would come back to the Board if landscape & irrigation costs exceeded \$12,000.			X	04.21.21
40	03.16.21	<b>ACTION/AGENDA</b>	Mr. Adams revise District's Rules of procedure and implement policy that included any construction related projects of significance will require engagement of CDD Engineer to oversee, inspect project and report to the Board, conduct preconstruction meetings, etc.			X	04.21.21
41	03.16.21	<b>ACTION</b>	Mr. Adams to email WHA Management contract to the Board.			X	04.21.21
42	03.16.21	<b>ACTION</b>	Representative in Mr. Tilton's firm to research permit to determine who did the original pipe installation and who certified the work.			X	04.21.21
43	03.16.21	<b>AGENDA</b>	Items approved at 03.16.21 Emergency meeting will be on the April agenda for ratification.			X	04.21.21
44	03.16.21	<b>ACTION</b>	Mr. Tilton to obtain proposal from third-party contractor to test flow pipe before the rainy season. <b>04.21.21</b> Board decided not to pursue at this time.			X	04.21.21