

# **MEDITERRA**

## **COMMUNITY DEVELOPMENT DISTRICT**

**January 19, 2022**

**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**

January 12, 2022

Board of Supervisors  
Mediterra Community Development District

Dear Board Members:

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

**NOTE: Meeting Time**

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on January 19, 2022 at 3:00 p.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments *(3 minutes)*
3. Chairman's Comments
4. Consideration: Bank Proposals to Refinance 2012 Bonds *(to be provided under separate cover)*
5. Discussion: Annual Report via E-Blast and Newsletter
6. Continued Discussion: Padova-Frescott Drain Issues on Club Property
  - A. Consideration: Cost Share Agreement and License Between CDD and HOA/Club for Certain Stormwater Pipe Infrastructure Inspection, Operation and Maintenance Services
  - B. Update: GIS Website Map
7. Update: Lake 74 Permit
8. Consideration: Pesky Varmints, LLC, Cane Toad Control Estimate #1792
  - 2021 Cane Toad Summary / 2022 Updates
9. Update: Statutory Changes from 2021 Legislative Session
  - A. Prompt Payment Policies

- Consideration: Resolution 2022-01, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, *Florida Statutes*; Providing a Severability Clause; and Providing an Effective Date

B. Wastewater and Stormwater Needs Analysis

- Consideration: Johnson Engineering, Inc., Professional Services Agreement for Stormwater Management Needs Analysis

10. Discussion: February Meeting Date Change [February 10, 2022 at 9:00 A.M.]

11. Acceptance of Unaudited Financial Statements as of November 30, 2021

12. Approval of December 8, 2021 Regular Meeting Minutes

13. Staff Reports

A. District Counsel: *Kutak Rock LLP*

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

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

- NEXT MEETING DATE: February 10, 2022 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*

- Key Activity Dates

14. Action/Agenda or Completed Items

15. Old Business

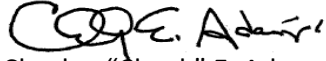
16. Supervisors' Requests

17. Public Comments (*3 minutes*)

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: 888-220-8451  
CONFIRMATION CODE: 3863587  
EVENT 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  
CONFIRMATION CODE: 3863587  
EVENT TITLE: MEDITERRA CDD BOARD OF SUPERVISORS MEETING

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

**6A**

**COST SHARE AGREEMENT AND LICENSE BETWEEN THE MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT AND THE CLUB AT MEDITERRA, INC.,  
FOR CERTAIN STORMWATER PIPE INFRASTRUCTURE INSPECTION,  
OPERATION AND MAINTENANCE SERVICES**

THIS COST SHARE AGREEMENT (“**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between:

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County and Lee County, Florida, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

**THE CLUB AT MEDITERRA, INC.**, a Florida Not for Profit Corporation, whose mailing address is 15755 Corso Mediterra Circle, Naples, Florida 34110 (the “**Club**” and, together with the District, the “**Parties**”).

A. The Club owns land as depicted in **Exhibit A** attached hereto and made a part hereof upon which the Club owns, operates, and maintains various stormwater system improvements (“**Club Improvements**”) within and adjacent to the Mediterra community (the “**Club Land**”); and

B. The District owns land upon which the District owns, operates, and maintains various stormwater system improvements (the “**District Improvements**”) within and adjacent to the Mediterra community (the “**District Land**”); and.

C. The Parties have a desire for uniformity in standards and operation throughout the Mediterra community; and

D. The District has retained a contractor (“**Contractor**”) to assist conduct inspections of the of the District Improvements and undertake maintenance as necessary; and

E. The Parties desire to retain one Contractor for the entire Mediterra community to conduct inspections of certain Club Improvements and maintain such Club Improvements as necessary, at a cost shared **equally** by the District and the Club; and

**Commented [A1]:** For discussion

F. The Parties need to establish a license for the inspection and maintenance of the Club Improvements by the District on the Club Land (“**License**”) and to establish the Parties’ rights, duties, and obligations with respect to payment of the shared expenses relating to the inspection and maintenance of such Club Improvements, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and complete and are incorporated into this Agreement by this reference.

2. Grant of License. The Club hereby grants to the District a license (the “**License**”) for the benefit of the Club and the District, and their respective successors and assigns, on, over and across the Club Land (the “**License Area**”) for inspection and maintenance of the Club Improvements, together with vehicular and pedestrian ingress and egress related thereto by the District, and its agents, employees, contractors, and invitees pursuant to the applicable approved plans, permits and approvals for the Club Land and District Land from the applicable governmental authorities. In the event additional stormwater pipes owned by the Club and located on, over and across other Club land that are in excess of twelve inches in diameter and connect to District Improvements, the Parties agree to enter into an amendment to this Agreement to incorporate such areas into an amended Exhibit A and definition of Club Land and Club Improvements.

3. Maintenance of Improvements; Repair and Replacement. The Parties agree that District shall *maintain* the Improvements in the License Area at the expense of the Club as set forth herein, provided however, that the Club shall otherwise *repair and replace* the Improvements on the Club Land and the District shall otherwise *repair and replace* the turf, landscaping and irrigation on the District Land, at their respective cost and expense. In consideration of the District maintaining the Improvements on the Club Land, the Club shall pay **fifty percent (50%)** of the Contractor’s invoiced amount related to such inspection and maintenance services for Club Improvements within ten (10) days of receipt of written request from the District.

**Commented [A2]:** For discussion

**Commented [A3R2]:** What is the ratio of the piping or other basis to allocate? If no objective basis, go with 50/50. Need Chuck and Cleo to weigh in on this one.

4. Use of License Area. The District shall only use the License Area for the purposes permitted herein. The Club reserves unto itself, and its successors and assigns, all rights and privileges of improving the License Area, and the right to dedicate and/or grant Licenses in, upon, over, under, through and across the License Area for any lawful purpose, provided that any such Licenses do not unreasonably interfere with the License granted hereby.

5. Indemnification.

(a) To the extent allowed by applicable law, the Club agrees to indemnify and hold the District harmless from and against any and all damages, losses or claims, including but not limited to reasonable legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the License Area by the Club, its agents, employees, contractors, and invitees.

(b) To the extent allowed by applicable law and without waiving any of the privileges or immunities afforded to the District by Florida law, the District agrees to indemnify and hold the Club harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence in the use of the License Area by the District, its agents, employees, contractors, and invitees.

(c) The Parties agree that nothing contained in this Agreement shall constitute or be construed as a waiver of the District’s or the Club’s, as applicable, limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law.

(d) This provision shall survive any termination of this Agreement or the rights granted hereby.

6. Miscellaneous Provisions.

(a) Notice. Notices given or served pursuant hereto or in connection herewith, must be in writing, and may be given either by (i) certified or registered mail and shall be deemed delivered on the third (3rd) business day after such notice, properly addressed and with postage prepaid, is deposited in the United States mail; or (ii) by personal delivery or overnight delivery, charges prepaid, and shall be deemed delivered when actually received (or delivery is refused) by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses set forth in the preamble. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other party or address in substitution of any foregoing party or address to which such notice shall be given.

(b) Time is of the Essence. Time is of the essence as to deadlines, time periods and other matters set forth in this Agreement.

(c) No Third-Party Beneficiaries. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein. The License and other terms and conditions of this Agreement shall not constitute dedications to the public, and no member of the public shall have any rights hereunder.

(d) Enforcement. In the event of a default by any Party under this Agreement, a non-defaulting party (the "**Non-Defaulting Party**") shall be entitled to deliver to the defaulting party (the "**Defaulting Party**") written notice specifying the default, and the defaulting party shall have fifteen (15) days to remedy the same (provided that if a cure cannot reasonably be completed within such fifteen (15) day period, the Defaulting Party shall have such reasonable period of time as is necessary to remedy the default provided that the Defaulting Party is diligently prosecuting the cure), failing which the Non-Defaulting Party shall be entitled to seek actual damages, specific performance, injunctive relief, and any other legal or equitable remedy on account of such default, provided each party hereby waives the right to seek and recover punitive, special and/or consequential damages. Notwithstanding the foregoing to the contrary, no individual lot owner or homeowner within the lands in the Club and District may enforce the terms of this Agreement, such enforcement rights being reserved to the Club, District, and such successors or assigns as to their respective property as they may expressly designate in a recorded instrument.

(e) Insurance. The District shall maintain in full force and effect, with a reputable insurance company or companies licensed to provide insurance in the State of Florida, a policy of commercial general liability insurance against claims of liability, bodily injury, death and property damage incurred in connection with, or in any way related to the use and exercise of, the rights granted herein and the negligent acts or omissions of the District. Such insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

(f) Termination. Either party may terminate this Agreement, without cause, by providing the other party with sixty (60) days written notice of termination. If a notice of



termination is issued by the Club, the Club shall remain responsible for all payments due hereunder through the effective date of termination.

(g) Mandatory Arbitration. This Agreement shall be governed in accordance with Florida Law. This Agreement shall be governed in accordance with Florida Law. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in the courts located in Collier County, Florida. The Parties shall each pay half of any mediation fees incurred and attorneys' and paralegals fees and costs of arbitration shall be governed in accordance with section (h) below.

(h) Attorneys' Fees. In the event of any dispute arising under this Agreement, the substantially prevailing party in such action shall be entitled, in addition to all other relief granted or awarded, to an award and judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of arbitration and any bankruptcy action. This provision shall survive any termination of this Agreement or the rights granted hereby.

(i) Amendment; Assignment; Waiver. This Agreement may only be amended, modified or terminated by an instrument executed by the Club, District, or their respective successors or assigns. In no event shall the consent or joinder of any individual homeowners within the lands in the Club and District be required as to any amendment of, or waiver under this Agreement. No waiver of any provision hereof shall be effective unless done so in writing signed by the party entitled to enforce such matter, nor shall any single waiver constitute a waiver of any subsequent obligation.

(j) Effect of Agreement; Entire Agreement. This Agreement embodies the entire agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, understandings or agreements concerning the subject matter hereof, all of which are hereby superseded and of no force or effect.

(k) Severability. In case any one (1) or more of the provisions contained in this Agreement is found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or the failure of consideration.

(l) Counterparts. This Agreement may be executed in counterparts; all such counterparts together being deemed a single document.

*[Signatures begin on following page.]*

*[Club Signature Page to Cost Share Agreement and License for Stormwater System Inspection and Maintenance Services]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered  
in the presence of:

**THE CLUB AT MEDITERRA,  
INC.**, a Florida not-for-profit  
corporation

Witness: \_\_\_\_\_

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

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

*[Signatures continued on following page.]*

*[District Signature Page to Cost Share Agreement and License for Stormwater System Inspection and Maintenance Services]*

Signed, sealed and delivered  
in the presence of:

**MEDITERRA COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit  
of special-purpose government established  
pursuant to Chapter 190, Florida Statutes

Attest: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

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

# Exhibit A

## ArcGIS Web Map



12/13/2021, 2:59:58 PM


1:4,514

0 0.03 0.07 0.13 mi  
0 0.05 0.1 0.2 km

CompassData Inc., State of Florida, Mxar, Esri Community Maps  
ArcGIS WebAppBuilder  
CompassData Inc., State of Florida, Mxar | Esri Community Maps Contributors, University of South Florida, County of Collier, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swisstopo, INCREMENT P, METRANSA, LEIGS, EPA, NPS, US Census Bureau.

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

**8**



# Pesky Varmints, LLC

4310 28th Avenue Southeast | Naples, Florida 34117  
 239-353-7378 | peskyvarmintsf@aol.com |  
 www.peskyvarmintsf.com

**RECIPIENT:**

**Mediterra Community Development District**

C/O Wrathell, Hunt and Associates, LLC  
 Attn: Chuck Adams

**SERVICE ADDRESS:**

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

**Estimate #1792**

Sent on \_\_\_\_\_

**Total \$17,100.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
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Cane Toad Control	2022 Cane Toad Control: Mediterra CDD (Lakes Only) \$850 per night / per visit	18	\$850.00	\$15,300.00*
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Each visit will take place during the nighttime hours (Anytime between 8 PM and 2 AM) when the Cane toads are most active. A thorough inspection of the lakes will be completed with the removal of as many adult (breeder) and juvenile Cane toads as possible to help bring down the Cane toad population and show results to the community. Lakes on property will also be inspected for the removal of the Cane toad eggs and tadpoles. Disposal fee included with price.

One report and invoice will be submitted to the CDD Management after each visit takes place. Please allow at least 3 business days after the visit is complete to receive the report and invoice.

The night visits will be scheduled in advance and the dates will be provided to notify the residents of when the work will take place.

With any invasive species, these visits will not eradicate the population completely. Our goal is to decrease the population to a manageable level and educate the community on what they can do to help with the population.

Estimating 2 Night Visits per month to get to all lakes from March - November.



# Pesky Varmints, LLC

4310 28th Avenue Southeast | Naples, Florida 34117  
 239-353-7378 | peskyvarmintsf@aol.com |  
 www.peskyvarmintsf.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Cane Toad Control	<p>Tadpoles - Estimating 4 Day visits for tadpole control.            \$450 per day/ per visit/ per crew            Lakes throughout Mediterra</p> <p>Each visit will take place during the daytime, with 2 crew members up to 3.5 hours. They will inspect the lakes throughout Mediterra for the removal of Cane toad tadpoles and eggs (if present). A report and invoice will be submitted to Management after each visit takes place. To get to all lakes quicker, we can have two different crews working in different sections. As with any invasive species, these visits will not eradicate the population completely. Our goal is to reduce the population, show results to the community and educate the residents on what they can do to help control the current population.</p> <p>Working the tadpoles during the day, we will respect the Golfers and work around them. The visits could take place during early morning or late evening. If there are currently lakes that have tadpoles present, let us know which ones, and we can start with those hot-spot areas.</p> <p>Not all day visits may be needed but we recommend allocating these funds to be on the safe side.</p>	4	\$450.00	\$1,800.00*

**Total** **\$17,100.00**

\* Non-taxable

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

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



# Pesky Varmints, LLC

Office 239-353-PEST (7378)  
PeskyVarmintsFL@aol.com  
www.PeskyVarmintsFL.com

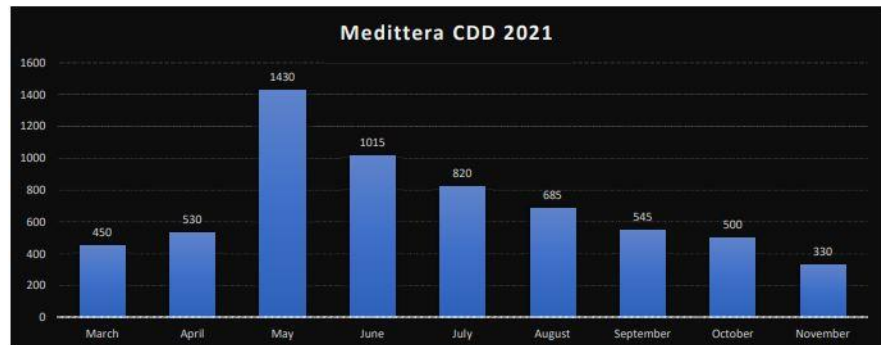
January 12, 2022

Mediterra Community Development District  
C/O Wrathell, Hunt and Associates  
9220 Bonita Beach Road, #214  
Bonita Springs, FL 34135

Ref: Meditterra 2021 Cane Toad Summary / 2022 Updates

**Summary for 2021:** Throughout the 2021 year, there were two nightly visits per month to cover the grounds of Meditterra CDD, going from March through November. There were also daytime visits completed during breeding times to remove the Cane toad tadpoles that emerged between night visits. The chart below will show the progress with the amount of adult Cane toads removed from property.

March	450
April	530
May	1430
June	1015
July	820
August	685
September	545
October	500
November	330



Along with over 6,300 adult Cane toads removed, there were also many juvenile Cane toads removed throughout the year as well as thousands of Cane toad tadpoles removed from the lakes throughout Meditterra.

**Observations:** The Crew continues to notice a nice population of Southern Toads on property. These toads are very beneficial to have on property and are not toxic like the Cane toads. It is positive to see the Southern Toad population grow after removing so many Cane toads.

### **Upcoming Dates Scheduled:**

The below dates are tentatively scheduled for the 2022-year, weather permitting.

(See Page 2)





## Pesky Varmints, LLC

Office 239-353-PEST (7378)

PeskyVarmintsFL@aol.com

www.PeskyVarmintsFL.com

### Medterra CDD – Cane Toad Control Scheduled Visits 2022

Monday Night, February 21<sup>st</sup> into the 22<sup>nd</sup>

Tuesday Night, February 22<sup>nd</sup> into the 23<sup>rd</sup>

Monday Night, March 28<sup>th</sup> into the 29<sup>th</sup>

Tuesday Night, March 29<sup>th</sup> into the 30<sup>th</sup>

Monday Night, April 25<sup>th</sup> into the 26<sup>th</sup>

Tuesday Night, April 26<sup>th</sup> into the 27<sup>th</sup>

Monday Night, May 23<sup>rd</sup> into the 24<sup>th</sup>

Tuesday Night, May 24<sup>th</sup> into the 25<sup>th</sup>

Monday Night, June 27<sup>th</sup> into the 28<sup>th</sup>

Tuesday Night, June 28<sup>th</sup> into the 29<sup>th</sup>

Monday Night, July 25<sup>th</sup> into the 26<sup>th</sup>

Tuesday Night, July 26<sup>th</sup> into the 27<sup>th</sup>

Monday Night, August 22<sup>nd</sup> into the 23<sup>rd</sup>

Tuesday Night, August 23<sup>rd</sup> into the 24<sup>th</sup>

Monday Night, September 26<sup>th</sup> into the 27<sup>th</sup>

Tuesday Night, September 27<sup>th</sup> into the 28<sup>th</sup>

Monday Night, October 24<sup>th</sup> into the 25<sup>th</sup>

Tuesday Night, October 25<sup>th</sup> into the 26<sup>th</sup>

Monday Night, November 21<sup>st</sup> into the 22<sup>nd</sup>

Tuesday Night, November 22<sup>nd</sup> into the 23<sup>rd</sup>



\*Day visits will be completed on an as-needed basis depending on the amount of Cane toad tadpoles that are present between night visits throughout the breeding times. We will notify Management if and/or when daytime visits are needed to be scheduled so notice can be provided to the community.

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

**9A**

# Hopping Green & Sams

Attorneys and Counselors

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Prompt Payment Policies

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As you may know, during the 2021 legislative session Part VII of Chapter 218, Florida Statutes (the “Local Government Prompt Payment Act”) was amended. This includes an increase from 1 percent to 2 percent as the floor interest rate on late payments for construction services and the addition of certain contractor rights in the event a local government entity fails to timely commence dispute resolution procedures in the event of an improper payment request or invoice. See §§ 218.735(9); 218.76(2)(b), Fla. Stat. As provided in Florida Chapter Laws 2021-124, these changes apply to contracts executed on or after July 1, 2021.

Accordingly, we advise that districts adopt new or updated Prompt Payment Policies and Procedures as attached hereto to reflect these changes. For districts that have previously adopted Prompt Payment Policies and Procedures prepared by Hopping, Green & Sams, this consists of the following changes as reflected in track-change format:

### **VII. Resolution of Disputes**

\* \* \*

#### **B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District’s failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within

four (4) business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within four (4) business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

34. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
45. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
56. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
67. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

**X. Late Payment Interest Charges**

\* \* \*

**B. Related to Construction Services**

Prompt Payment Policies

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74(4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**RESOLUTION 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEDITERRA COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Prompt Payment Policies and Procedures as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board. The Prompt Payment Policies and Procedures hereby adopted supplant and replace any previously adopted Prompt Payment Policies and Procedures.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19th day of January 2022.

ATTEST:

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Prompt Payment Policies and Procedures

# **EXHIBIT A**

## **MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

### **Prompt Payment Policies and Procedures**

**In Accordance with the Local Government Prompt Payment Act  
Chapter 218, Part VII, *Florida Statutes***

**January 19, 2022**

**Mediterra Community Development District**  
**Prompt Payment Policies and Procedures**

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**I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) (“PPA”), the purpose of the Mediterra Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

**II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

**III. Definitions**

**A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

**B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

**C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

**D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods, and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells, or leases personal property, or leases real property directly to the District, not including Construction Services.

#### **IV. Proper Invoice/Payment Request Requirements**

##### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

##### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is [REDACTED]. A copy of the tax-exempt form will be supplied to Providers upon request.

##### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone (561) 571-0010, email [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)).

##### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The “Bill To” party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
  - a. A complete item description
  - b. Quantity purchased
  - c. Unit price(s)
  - d. Total price (for each item)
  - e. Total amount of invoice (all items)
  - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District’s Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

- 1. Mailing and Drop Off Address**  
Mediterra Community Development District  
c/o Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431
- 2. Email Address**  
adamsc@whhassociates.com

## **VI. Calculation of Payment Due Date**

### **A. Non-Construction Goods and Services Invoices**

- 1. Receipt of Proper Invoice**  
Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.
- 2. Receipt of Improper Invoice**  
If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:
  - a. On which delivery of personal property is fully accepted by the District;
  - b. On which services are completed and accepted by the District;
  - c. On which the contracted rental period begins (if applicable); or
  - d. On which the District and the Vendor agree in a written agreement that provides payment due dates.
- 3. Rejection of an Improper Invoice**  
The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date

the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.
- b. The District's rejection of the Improper Payment Request must:
  - i. Be provided in writing;
  - ii. Specify any and all known deficiencies; and
  - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

**VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

- 1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.
3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.
4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider.
5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.



7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third-party purchases from amounts owed to the Provider. If the costs of the third-party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

### **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

### **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

### **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

#### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

**C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

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

**9B**

## MEMORANDUM

To: District Manager

From: Hopping Green & Sams P.A.

RE: Wastewater and Stormwater Needs Analysis

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During the 2021 legislative session sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

### **Which special districts are required to complete a needs analysis under section 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

### **What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

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<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity*: Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity*: DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity*: Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural, and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components;
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.



**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

JOHNSON ENGINEERING, INC.  
(CONSULTANT)

AND

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT  
(OWNER)

**PROJECT NAME:** Mediterra CDD Stormwater Management Needs Analysis

**Section:** 11 **Township:** 48 South **Range:** 25 East **County:** Lee and Collier

**Latitude:** 26.155186 **Longitude:** -81.691440 **Comments:** \_\_\_\_\_

**CONSULTANT CONTACT INFORMATION**

**OWNER CONTACT INFORMATION**

**Project Manager:** Andy Tilton  
**Address:** 2122 Johnson Street  
**City:** Fort Myers  
**State/Zip:** Florida, 33901  
**Phone:** (239) 334-0046  
**Email:** ATilton@johnsoneng.com

**Bill to the attention of:** Chuck Adams  
c/o Wrathell, Hunt Associates, LLC  
**Billing Address:** 9920 Bonita Beach Road, Suite 214  
**City/State/Zip:** Bonita Springs, Florida 34135  
**Phone:** (239) 498-9020  
**Cell:** \_\_\_\_\_  
**Email:** adamsc@whassociates.com

**SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):**

**Background**

The Florida Legislature passed House Bill 53 related to public infrastructure. A portion of it is shown below relating to stormwater and the requirement to create a 20-year needs analysis. Mediterra CDD is one of the special districts mentioned in Section (1) below.

403.9302 Stormwater management projections.

- (1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.
- (2) As used in this section, the term:
  - (a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.
  - (b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).
  - (c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
  - (a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
  - (b) The number of current and projected residents served calculated in 5-year increments.
  - (c) The current and projected service area for the stormwater management program or stormwater management system.

- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

**Task 1 - Analysis**

The CONSULTANT will assist the CLIENT the analysis required in 403.9302, Florida Statutes, Section (3) as requested by the Office of Economic and Demographic Research (EDR). Information will be collected by the CONSULTANT from own records and publicly available sources. Analysis of system components will be presented in a narrative format with exhibits as necessary to convey the information in an effective manner. A typical lifespan will be created for each asset along with the existing age and remaining lifespan. Replacement/retrofit costs will be developed for each asset acknowledging that actual asset life will vary from the typical. Revenue determinations (past, present, and future) will require assistance from the District Manager or designee.

**Task 2 - Report**

The CONSULTANT will compile the narrative, graphs, and tables from Task 1 and populate the spreadsheets created by EDR to be sent to Lee and Collier Counties before June 30, 2022. Lee and Collier Counties will be responsible to compile this report with others and their own information and transmit it to the EDR.

<b>FEE &amp; TYPE:</b>	Time & Materials (based on rate schedule in effect at the time service is rendered)	Lump Sum (LS):	<b>\$16,800.00</b>	LS
		Reimbursables:	<b>\$50.00</b>	T&M
		<b>TOTAL FEES:</b>	<b>\$16,850.00</b>	<b>LS; T&amp;M</b>

**OWNER AUTHORIZATION:** I warrant and represent I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges resulting there from as identified in the "FEE TYPE" section above. I have read, understand, and agree to the Standard Business Terms and Conditions, including Limitation of Liability, printed on page 3 of this Agreement.

Authorized Signature: \_\_\_\_\_ Date: November, 2021

Typed Name & Title: Chuck Adams, District Manager for Mediterra CDD

## STANDARD BUSINESS TERMS AND CONDITIONS

These Standard Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by Johnson Engineering, Inc. ("CONSULTANT").

**Standard of Care:** The Standard of Care for all professional engineering and related services performed or furnished by the CONSULTANT under this Agreement with the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and the same locality.

**Information from Owner:** OWNER to provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for CONSULTANT to complete the Scope described herein.

**Cooperation with Other Consultants or Owner's Attorney:** Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be required, which is excluded from this Agreement. OWNER is expected to retain an attorney as needed for advice and participation as a professional team member. OWNER will serve as project coordinator and be responsible for assuring the cooperation of consultants contracting directly with him.

**Permit and Application Fees:** OWNER shall pay all project-related fees including, but not limited to plan review, platting, permits, DRI, impact fees, etc.

**Termination:** This Agreement and obligation to provide further service may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform to the terms hereof through no fault of the terminating party.

**Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less based on the Rate Code Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CONSULTANT and OWNER shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Reimbursables based on the Rate Code Schedule in effect at the time services are rendered. The continuous progress of CONSULTANT's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts shall include a late charge of 1% per month from said thirtieth day; and, in addition, wemay, after seven days' notice to OWNER, suspend services under this Agreement until we have been paid in full for all amounts due for our services and expenses. CONSULTANT is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this Agreement by a court action or settlement without court action.

**Reimbursables:** Project-related expenses such as transportation, subsistence, long distance communications, postage, shipping, report, drawing, specification reproduction, and OWNER-authorized overtime shall be reimbursable. The amount payable for reimbursables will be the charge actually incurred by or imputed cost allocated by CONSULTANT therefore times a factor of 1.10.

**Taxes:** Any government imposed taxes or fees shall be added to the invoice for services under this Agreement.

**Renegotiation of Fees:** CONSULTANT reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

**Subconsultant:** Subconsultant contracts will be administered at a cost of 10% of the Subconsultant contract fee.

**Attorney Fees:** Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

**Legal Interpretations Clarified:** The work proposed herein is based on the services of a professional engineer, professional surveyor, professional land planner, and/or professional landscape architect, and does not constitute the rendering of legal advice or opinion. Interpretations of laws, rules, and ordinances are based solely on the professional opinion of the Design Professional. OWNER is advised to secure adequate legal counsel as needed for the project.

### Responsible Party:

PURSUANT TO §558.0035 FLORIDA STATUTE, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS

AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

**Project Delays:** The OWNER recognizes and agrees that various factors both within and without the control of Design Professional can operate to delay the performance of the work, the issuance of permits and licenses, and the overall construction of the project. The OWNER agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any course whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Permitting is a regulatory function and CONSULTANT does not guarantee issuance of any permit.

**Budgetary Limitations:** It is necessary that OWNER advise CONSULTANT in writing at an early date if OWNER has budgetary limitations for the overall Project Cost or Construction Cost. CONSULTANT will endeavor to work within those limitations. If OWNER requests, CONSULTANT will submit to OWNER, as an Additional Service, opinions as to the probability of completing construction within OWNER's budget and, where appropriate, request an adjustment in the budget or a revision in the scope of services of the Project. CONSULTANT does not guarantee that opinions of probable cost will not differ materially from negotiated prices, fees or bids. If OWNER wishes greater assurance as to the probable construction costs, or if formal estimates are desired, an independent cost estimator should be employed.

**Excluded Services:** CONSULTANT will provide services including and limited to those described in the Scope of Services (Scope of Work). All other services are specifically excluded. Listed below are excluded services, unless otherwise specifically included in the Scope, which may be required or desired for the Project: Abstract of Title Review - Geotechnical Services - Materials Testing - Architectural Services - Hazardous Waste Assessments

**Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the OWNER and the Design Professional agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless parties mutually agree otherwise.

**Betterment:** If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, and notes or other documents, including all documents on electronic media, prepared by the Design Professional as instruments of service shall remain the property of the Design Professional.

**Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. OWNER shall provide a site that complies with applicable laws and regulations. CONSULTANT may, at its option and without liability for consequential or other damages, suspend services until OWNER retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.

**Entire Understanding:** This Proposal/Agreement represents the entire understanding between OWNER and CONSULTANT in respect to this Project and may only be modified in writing.

**Consultant's Limited Liability:** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$16,850.00.



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

**11**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2021**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2021**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2012	Debt Service Series 2013	
<b>ASSETS</b>				
Cash				
Operating	\$ 1,087,636	\$ -	\$ -	\$ 1,087,636
Investments				
BB&T - CDARS	1,496	-	-	1,496
Series 2012				
Revenue	-	5,911	-	5,911
Reserve	-	767,241	-	767,241
Prepayment	-	35,372	-	35,372
Series 2013				
Revenue	-	-	122,998	122,998
Reserve	-	-	75,000	75,000
Series 2017 Note				
Reserve*	10,000	-	-	10,000
Due from general fund	-	388,942	119,096	508,038
Due from other	8	-	-	8
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 1,101,486</u>	<u>\$ 1,197,466</u>	<u>\$ 317,094</u>	<u>\$ 2,616,046</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Due to debt service - series 2012	\$ 388,942	\$ -	\$ -	\$ 388,942
Due to debt service - series 2013	119,096	-	-	119,096
Total liabilities	<u>508,038</u>	<u>-</u>	<u>-</u>	<u>508,038</u>
<b>Fund Balances</b>				
Restricted for:				
Debt service	-	1,197,466	317,094	1,514,560
3 months working capital	254,253	-	-	254,253
Unassigned	339,195	-	-	339,195
Total fund balances	<u>593,448</u>	<u>1,197,466</u>	<u>317,094</u>	<u>2,108,008</u>
Total liabilities and fund balances	<u>\$ 1,101,486</u>	<u>\$ 1,197,466</u>	<u>\$ 317,094</u>	<u>\$ 2,616,046</u>

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

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUE</b>				
Special assessment: on roll	\$ 386,560	\$ 414,888	\$ 1,107,013	37%
Interest and miscellaneous	5	7	-	N/A
Total revenues	<u>386,565</u>	<u>414,895</u>	<u>1,107,013</u>	37%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	1,077	9,900	11%
Management	4,164	8,329	49,973	17%
Accounting	1,392	2,783	16,700	17%
Audit	-	-	10,000	0%
Legal	-	-	10,000	0%
Field management	1,275	2,550	15,300	17%
Engineering	1,529	1,529	95,000	2%
Trustee	-	-	10,000	0%
Dissemination agent	333	666	4,000	17%
Arbitrage rebate calculation	-	-	1,500	0%
Assessment roll preparation	417	833	5,000	17%
Postage	25	140	1,000	14%
Insurance	-	11,070	11,800	94%
Legal advertising	579	579	4,000	14%
Contingencies	110	215	2,500	9%
Annual district filing fee	-	175	175	100%
Website	-	-	705	0%
ADA website compliance	210	210	210	100%
Total administrative	<u>10,034</u>	<u>30,156</u>	<u>247,763</u>	12%
<b>Water management</b>				
Contractual services	18,396	18,396	237,400	8%
Aquascaping/cutbacks/pipe cleanout	-	-	100,000	0%
Conservation area fire mitigation clean up	-	-	175,000	0%
Lake bank erosion repairs	-	-	75,000	0%
Electricity	-	2,098	31,500	7%
Future aeration replacement	-	-	9,000	0%
Capital outlay-aeration FCB loan pymt*	-	2,056	112,177	2%
Total water management	<u>18,396</u>	<u>22,550</u>	<u>740,077</u>	3%
<b>Other fees &amp; charges</b>				
Property appraiser	2,474	2,474	14,587	17%
Tax collector	3,602	4,169	14,586	29%
Total other fees & charges	<u>6,076</u>	<u>6,643</u>	<u>29,173</u>	23%
Total expenditures	<u>34,506</u>	<u>59,349</u>	<u>1,017,013</u>	6%
Excess/(deficiency) of revenues over/(under) expenditures	352,059	355,546	90,000	
Fund balances - beginning	241,389	237,902	206,899	
Fund balance - ending (projected)				
Assigned				
3 months working capital	254,253	254,253	254,253	
Unassigned	339,195	339,195	42,646	
Fund balances - ending	<u>\$ 593,448</u>	<u>\$ 593,448</u>	<u>\$ 296,899</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 210 - SERIES 2012 (REFUNDED 1999 & 2001 BONDS)  
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 370,281	\$ 392,233	\$ 1,056,882	37%
Interest	5	10	-	N/A
Total revenues	<u>370,286</u>	<u>392,243</u>	<u>1,056,882</u>	37%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	635,000	0%
Prepayment	25,000	25,000	-	N/A
Interest	200,089	200,089	400,178	50%
Total debt service	<u>225,089</u>	<u>225,089</u>	<u>1,035,178</u>	22%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	10,852	0%
Tax collector	4,691	5,131	10,852	47%
Total other fees & charges	<u>4,691</u>	<u>5,131</u>	<u>21,704</u>	24%
Total expenditures	<u>229,780</u>	<u>230,220</u>	<u>1,056,882</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	140,506	162,023	-	
Fund balances - beginning	1,056,960	1,035,443	1,003,979	
Fund balances - ending	<u>\$ 1,197,466</u>	<u>\$ 1,197,466</u>	<u>\$ 1,003,979</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)  
FOR THE PERIOD ENDED NOVEMBER 30, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 109,139	\$ 120,765	\$ 315,756	38%
Interest	1	3	-	N/A
Total revenues	<u>109,140</u>	<u>120,768</u>	<u>315,756</u>	38%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	165,000	0%
Interest	69,622	69,622	139,244	50%
Total debt service	<u>69,622</u>	<u>69,622</u>	<u>304,244</u>	23%
<b>Other fees &amp; charges</b>				
Property appraiser	976	976	5,756	17%
Tax collector	1,436	1,670	5,756	29%
Total other fees & charges	<u>2,412</u>	<u>2,646</u>	<u>11,512</u>	23%
Total expenditures	<u>72,034</u>	<u>72,268</u>	<u>315,756</u>	23%
Excess/(deficiency) of revenues over/(under) expenditures	37,106	48,500	-	
Fund balances - beginning	279,988	268,594	259,704	
Fund balances - ending	<u>\$ 317,094</u>	<u>\$ 317,094</u>	<u>\$ 259,704</u>	

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

**12**

**DRAFT**

**MINUTES OF MEETING  
MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on December 8, 2021 at 3:00 p.m., on the terrace adjacent to 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
Shane Willis	Operations Manager
Jonathan Johnson (via telephone)	District Counsel
Alyssa Willson (via telephone)	Kutak Rock, LLP
Sara Zare	MBS Capital Markets, LLC
Andy Tilton	District Engineer
Rodney Chase	Resident and MCA President
Steven Light	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 3:02 p.m. All Supervisors were present in person.

**SECOND ORDER OF BUSINESS**

**Chairman's Comments**

Mr. Greenberg stated that a lot of positive feedback was received about the Cane Toad program. He expected the program to continue in perpetuity. He suggested incorporating a brief annual report to include information related to the toad program, ponds, aerators, etc.



40 Mr. Adams suggested releasing the report during the first quarter of the calendar year  
41 to reach as many residents as possible such as in January or February. The consensus was that a  
42 report would be sent via e-blast and included in a newsletter. Mr. Greenberg suggested that  
43 Staff send him a draft to be reviewed by the Board. He felt that topics should be top-level and  
44 should inform property owners about what the CDD is doing. The consensus was to include  
45 programs completed and upcoming programs such as the toad program, the contingency fund,  
46 the wild fire program, etc.

47 Mr. Greenburg stated his term ends in 2024 and it would be his last. He felt that it is  
48 important to attract new Board Members.

49

50 **THIRD ORDER OF BUSINESS**

**Presentation: Padova-Frescott Drain Issues  
on Club Property**

51

52

53 Mr. Tilton referred to "Area Drainage maps" and discussed the following features that  
54 were changed from the original plan in the southwest portion of the CDD:

55 ➤ The outfall pipe stops at the boundary, but the original plan called for it to extend to the  
56 west and then south again. Apparently, because it worked fine without additional piping the  
57 decision was made to stop at the boundary to save money. It has functioned properly without  
58 the extension.

59 ➤ The drainage from Lake 57 was originally proposed to go East and then South and then  
60 into Lake 23 but it was built differently. One was not built and a connection was built across  
61 the golf course so the water from Lake 57 takes a different route to Lake 23. All piping in the  
62 area in question is owned and maintained by either the MCA or The Club.

63 Discussion ensued regarding the area drainage maps, the pipes, original and actual  
64 designs and ownership of the pipes. Mr. Tilton stated he was unsure of the original intention  
65 when the plan was designed, but none of the pipes in the area in that portion of the system are  
66 owned by the CDD. Mr. Greenberg asked who would be responsible if flooding occurs due to  
67 blockage. Mr. Tilton stated he was unsure but the matter must be addressed because some  
68 pipes are on MCA property and some are on The Club's property.

69 Mr. Greenberg suggested that since the CDD maintains all of the other pipes, outfall  
70 structures and ponds, there is a need for a Maintenance Agreement with all stakeholders  
71 allowing the CDD to take responsibility for managing repairs and maintenance and giving the  
72 CDD the ability to charge the expenses back to the entity that owns the pipes. Mr. Johnson  
73 suggested he could formulate a draft proposal.

74 Discussion ensued regarding why the CDD does not own the pipes. Mr. Tilton stated he  
75 was unsure. He noted that given the system's structure, the CDD owned pipes have other  
76 means of moving water if necessary.

77 The consensus was that all of the pipes in question should be incorporated into the  
78 CDD's maintenance, inspection and repair program.

79 District Counsel and Staff were directed to draft an agreement for the Board to review.

80 Mr. Adams asked Mr. Tilton if he could provide a new CAD file or cleaner exhibits. Mr.  
81 Tilton stated the PDFs displayed were from the CDD website. He may have CAD files for a  
82 portion of the project but not the entire project. Discussion ensued regarding other pipes not  
83 inspected by the CDD. The consensus was that there are hundreds of sections of pipe the CDD  
84 does not inspect. Mr. Greenberg noted that some HOAs perform their own inspections. Asked  
85 if clogged pipes would contribute to water retention, Mr. Tilton stated clogs would stop local  
86 water from flowing to the pond. In the vicinity of the blockage, water would only flow one way.

87 Resident Steven Light described water accumulation on his property where the ground  
88 has settled and the drain inputs are above the ground level. He expressed his opinion that  
89 regardless of the pipes, there would be ponding until the ground is re-graded. A Supervisor  
90 stated the property in question is owned by The Club. Mr. Light stated The Club did extensive  
91 re-grading on its property behind his property and he installed grass which relieved the issue.  
92 He suggested moving the out of bounds markers by 20' would resolve the issue of people  
93 walking through the area that accumulates water during heavy rains.

94 Resident and MCA President Rodney Chase stated while inspecting the quality of  
95 drainage on MCA property in the area, he observed a lot of water accumulation. He also  
96 observed the situation Mr. Light described as very close to the southern border. He felt that  
97 was not a natural drainage area, even though it should be. He agreed that the area needs some

98 work and investment. He felt that the community would be much better served if the CDD  
99 could own the infrastructure. Mr. Greenberg concurred. Mr. Chase believed that The Club's  
100 management would agree. Mr. Greenberg stated he would need a means to facilitate an  
101 agreement between the MCA, CDD and The Club. If the CDD assumes responsibility for repairs,  
102 the cost would become part of Operating Expenses assessed via the tax bill. Mr. Chase stated  
103 he would be happy to initiate the discussion. Mr. Greenberg suggested the MCA continue  
104 discussions with The Club and asked Mr. Chase to inform both entities that the CDD is  
105 amenable. The consensus was not to assume responsibility for pipes managed by individual  
106 HOAs. Mrs. Adams stated she would work with MRI to assess the issue.

107 Ms. Wheeler asked if any other pipes in Mediterra that run from one pond to another  
108 have not been inspected. The consensus was that those pipes are inspected annually as they  
109 are already designated as the CDD's responsibility. Discussion ensued regarding the exhibits on  
110 which pipes managed by entities other than the CDD were shown in red; additional pipes for  
111 which the CDD would assume responsibility would be shown in black. Mr. Greenberg noted that  
112 a precedent would be set in this instance, but there is an immediate need and with multiple  
113 stakeholders, this was the most sensible solution. He stated that the goal was to perform any  
114 work required to fix and maintain the area.

115 Mr. Tilton discussed considerations regarding the inspection of the area to be  
116 performed by MRI. He would email his suggestions regarding MRI's inspection to Mrs. Adams.

117 • **Update: Installation of East Gate**

118 Mr. Tarr inquired about three large structures adjacent to Veterans Memorial Boulevard  
119 he observed on the east side of Mediterra that seemed to line up with drains on the map. Mr.  
120 Tilton stated that water from that portion of the Veterans Memorial Boulevard Right-of-Way  
121 (ROW) was permitted to discharge after storage, attenuation and water quality treatment into  
122 CDD lakes, then across to Livingston and out through the outfall to the northeast corner of  
123 Imperial Golf Estates. Mr. Tilton stated the pipes would be added to the map when it is  
124 updated. Mr. Tilton stated the overflow drainage was designed for a four-lane highway and  
125 currently there are only two lanes. The possible addition of an exit on I-75 and future expansion  
126 of Veterans Memorial Boulevard were discussed.

127 Mr. Chase stated he was advised that the County intends to complete the junction  
128 between Veterans Memorial Boulevard and Livingston as a full four-way intersection and that  
129 any new Mediterra exit gate would need to be approved before Easter.

130 Mrs. Adams would forward information received from Mr. Tilton to Passarella and  
131 Associates to have the map updated.

132

133 **FOURTH ORDER OF BUSINESS**

**Update: Lake 74 Permit**

134

135 • **Notice of Action**

136 Mr. Tilton stated an extension until February 2027 was granted. Mrs. Adams stated it  
137 was included in the Key Activity Dates. Mr. Adams stated the required public notice was  
138 prepared and was in the process of being published. Mr. Tilton stated that Ms. Willson was able  
139 to include the latest extension and the previous permit action in one notice, saving the CDD  
140 several hundred dollars.

141

142 **FIFTH ORDER OF BUSINESS**

**Consideration: Agreement for  
Underwriting Services with MBS Capital  
Markets, LLC**

143

144

145

146 Mr. Greenberg recalled discussions about potentially refinancing of the Series 2021  
147 bonds and stated that at the last meeting, he was under the impression that the cost of  
148 refinancing could be offset by the savings. Mr. Adams introduced Ms. Sara Zare of MBS Capital  
149 Markets, LLC (MBS) and she would address the issue.

150 Ms. Zare presented the Investment Banking Agreement that would engage her firm at  
151 no cost and give her permission to speak to the Board about the funding. The contract may be  
152 terminated should the CDD choose not to proceed with funding or choose not to proceed with  
153 her firm. The CDD would not incur a fee until there is an actual refinancing.

154 Mr. Adams stated that Ms. Zare has a presentation for the Board. Mr. Tarr read Action  
155 Item 15 and asked why it was not completed. Mr. Greenberg stated that Mr. Adams was not  
156 able to do what Action Item 15 asked him to do. Because of Rule G-17, Ms. Zare must do it but

157 Ms. Zare cannot deliver her presentation until the CDD signs the Agreement for Underwriting  
158 Services.

159

160 **On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, the**  
161 **Agreement for Underwriting Services with MBS Capital Markets, LLC, was**  
162 **approved.**

163

164

165 Ms. Zare distributed the “Refunding Summary” presentation. She discussed MBS’s  
166 history and experience in the industry and noted the following:

167 ➤ The Series 2012 Bonds are outstanding in the amount of \$7.955 million. They are due  
168 May 1, 2031 and have a blended interest rate of 5.08% and is callable May 1, 2022.

169 ➤ Estimated Refunding Results predict a possible interest rate of 2.35%.

170 ➤ Assuming a rate of 2.35% the CDD may achieve an estimated 8.77% Net Present Value  
171 savings of \$697,779 and an estimated annual Debt Service reduction of 16.6% or an annual net  
172 reduction of \$169,463.

173 ➤ The CDD’s strength of credit lends itself to a bank opportunity. Ms. Zare recommended  
174 competitively bidding the loan to eight or nine banks and stated she would make the case to  
175 get the lowest cost of borrowing.

176 ➤ The due date would not be extended and the par amount would not be increased.

177 Ms. Zare discussed revenue efficiencies and the process of working with the banks. She  
178 stated MBS does a dual track process so that the Board may consider term sheets and choose  
179 between a bank refinance and a public offering. Discussion ensued regarding the CDD’s ability  
180 to lock in a rate, the possibility of eliminating the requirement for a reserve, a bank loan versus  
181 public offering and the Underwriter’s compensation.

182 Mr. Greenberg asked if a new bond could be sold to Mediterra property owners. Ms.  
183 Zare stated she would have to inquire about whether that is permissible.

184 Mr. Greenberg asked Ms. Willson if her firm had experience with this type of venture.  
185 Ms. Willson stated her firm did not, but from initial review one year ago, she had not found  
186 anything prohibiting it and noted that legal fees for such an undertaking could be significant.

187 Discussion ensued about reserve requirements for previous bond issuances and the dual  
188 track process.

189 The consensus was that Mr. Henry would be designated to work with Staff and Ms. Zare.  
190 Ms. Zare stated she would approach banks in January and intends on presenting term sheets at  
191 the January meeting. Ms. Zare responded to questions regarding rates, processes, fees and the  
192 advantages of bank loans. Discussion ensued regarding timing and current interest rates. Ms.  
193 Zare noted that residents would see a decrease in assessments.

194 Mr. Tarr recalled previous discussions as far back as June and stated he was unhappy  
195 that the process took so long. Ms. Zare noted the May 1, 2022 call date. Mr. Adams stated due  
196 to the timing requirements the Board would not have been able to begin work on a plan sooner  
197 due to lock-in limitations because a rate cannot be locked before February.

198 Ms. Zare stated her next step to begin the bank loan process would be to create a Credit  
199 Memorandum that she would share with Mr. Adams and Mr. Henry. Mr. Adams stated he  
200 would forward information about banking contacts with regard to previous CDD loans.

201

202 **SIXTH ORDER OF BUSINESS**

**Discussion: AR Reporting Policy**

203

204 Mr. Greenberg recalled at the last meeting the Board was informed about a homeowner  
205 who failed to make a payment. Mr. Adams stated when the agenda was prepared 12 days in  
206 advance of the meeting, the payment had not been received, but payment was received prior  
207 to the meeting. Mr. Greenberg asked that an inquiry be made with Accounts Receivable before  
208 the meeting, if this type of situation arises in the future.

209

210 **SEVENTH ORDER OF BUSINESS**

**Discussion: Review of Aerator Failures and  
Repair Issues**

211

212

213 Mr. Greenberg stated he received reports and observed aerator failures on golf course  
214 ponds and asked how often aerators are checked. Mrs. Adams stated technicians should ensure  
215 that the aerators are operational when they are on the property weekly. Biannual maintenance  
216 work is also currently underway. Mr. Tarr stated he spoke with a technician who told him he did

217 not have a map of the aerators. Mrs. Adams stated she would address the issue with SOLitude,  
218 because all technicians should have maps and electronic resources.

219 Mr. Henry asked if a report should be compiled to address aerator issues to understand  
220 the scope of the problem. Mrs. Adams stated the only issue she was aware of is recurring  
221 delays with obtaining parts and working with warranty replacements. Mr. Adams stated other  
222 CDDs are experiencing delays and issues due to nationwide parts shortages. Mr. Greenberg  
223 stated a report may be helpful but SOLitude should be contacted first.

224 Mr. Greenberg stated he would like the annual report to include an explanation of the  
225 situation and a request that residents report aerator failures.

226 Discussion ensued regarding the electrical boxes that power the aerators. Mrs. Adams  
227 stated when one power source recently caught fire, five lakes were without power and aeration  
228 for a little while, but it had since been repaired.

229

230 **EIGHTH ORDER OF BUSINESS**

**Discussion: February Meeting Date Change**

231

232 Mr. Adams stated The Club advised that the meeting room is not available on February  
233 16, 2022. Discussion ensued to change the meeting date and time and the consensus was that a  
234 morning meeting would be preferable. This item was deferred.

235

236 **NINTH ORDER OF BUSINESS**

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

237

238

239 Mr. Greenberg presented the Unaudited Financial Statements as of October 31, 2021.

240

241 **On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the**  
242 **Unaudited Financial Statements as of October 31, 2021, were accepted.**

243

244

245 **TENTH ORDER OF BUSINESS**

**Approval of October 20, 2021 Regular  
Meeting Minutes**

246

247

248 Mr. Greenberg presented the October 20, 2021 Regular Meeting Minutes.

249 Mrs. Adams stated Ms. Wheeler submitted an edit to Line 180; the change was made at  
250 Corporate and a revised version was sent to the Board.

251 Discussion ensued regarding what would be an adequate amount of time for the Board  
252 to receive the draft meeting minutes for review and submit their revisions to Management for  
253 inclusion in the agenda for each upcoming meeting. Mr. Greenberg stated that one option may  
254 be to submit revisions on the record at the meetings. Ms. Wheeler suggested changes be  
255 submitted to Mrs. Adams. Mr. Greenberg stated that would be fine for typographical type  
256 changes, but not substantive changes.

257 Mr. Greenberg asked that Board Members have three full days to review minutes before  
258 the agenda package is sent. Mrs. Adams stated she would advise the Transcription Department  
259 of this.

260 The following change was made:

261 Line 152: Change "October 20" to "November 17"

262 Mr. Tarr asked how revisions to Minutes are posted. Mr. Adams stated the previous  
263 version of the minutes posted on the CDD website are replaced with the new version.

264

265 **On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, the**  
266 **October 20, 2021 Regular Meeting Minutes, as amended to include the edit**  
267 **noted and any edits submitted to Management, were approved.**

268

269

270 Mr. Tarr asked how revisions to the minutes are verified. Mrs. Adams stated Corporate  
271 Staff processes revisions and in addition to recordings, Staff's meeting notes are scanned and  
272 saved.

273

## 274 **ELEVENTH ORDER OF BUSINESS**

### **Staff Reports**

275

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

##### 277 **• Consideration of Kutak Rock LLP Fee Agreement**

278 Mr. Greenberg recalled that Mr. Johnson and Ms. Willson's practice group joined Kutak  
279 Rock, LLP. He stated the agreement was standard and mirrored the old agreement with their



280 prior firm. He requested that Item III be amended to reflect that client files may not be  
281 destroyed without asking the Board's permission first. He stated the CDD would require a  
282 period of time in which to decide whether the CDD would retain the files or allow Kutak Rock to  
283 destroy them.

284 Ms. Willson stated that provision in the Agreement would be modified accordingly.

285

286 **On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, the**  
287 **Kutak Rock, LLP Fee Agreement and authorizing the Chair to execute, were**  
288 **approved.**

289

290

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

292 There was no report.

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

294 • **NEXT MEETING DATE: January 19, 2022 at 3:00 P.M.**

295 ○ **QUORUM CHECK**

296 The next meeting would be held on January 19, 2022.

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

298 • **Key Activity Dates**

299 The November Key Activity Dates Report was included for informational purposes and  
300 would be updated as needed.

301 Mr. Greenberg asked if there was an entry related to the bonds. Mr. Adams stated it  
302 must be done prior to May 1 and the call timing is 45 days in advance to put on notice. Mr.  
303 Adams stated it would be done well in advance.

304 Mr. Tarr questioned why "Wetland Maintenance" referred to Cintron's three-year  
305 program. Mrs. Adams stated a revised Key Activity Dates Report was prepared but did not make  
306 it into the agenda. She would email the most current Report to the Board.

307 Mr. Tarr stated that Mr. Tim Richards was no longer the MCA General Manager. Ms.  
308 Wheeler stated the new employee would not begin until January 1, 2022. Mr. Adams stated the  
309 task of updating the CDD computer in the MCA office more complex than anticipated and Staff  
310 was moving away from the new computer.

311 Mr. Tarr questioned the “Qualified Public Depositor Annual Report to CFO” entry. Mr.  
312 Adams stated the Auditor would certify that it was completed. Mr. Greenberg stated it would  
313 be included in the Audit report. Discussion ensued regarding when the Audit would be received  
314 and when confirmation of filing would be received. Mr. Adams stated the confirmation would  
315 be a clean audit. Mr. Adams located the Report on the District server and stated he would  
316 forward the information to Mr. Tarr. He noted that it is a simple report from the Treasurer to  
317 the Chief Financial Officer of the State on a form created by the State Department of Financial  
318 Services. It includes the CDD’s FEIN number and the CDD’s Qualified Public Depositor and the  
319 number of the bank itself. Mr. Tarr asked if it was filed for the new Mediterra CDD, and not  
320 Mediterra North and South. Mr. Adams stated he would email the Report to Mr. Tarr.

321

322 **TWELFTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

323

324 Item 15 would be deleted.

325 Mrs. Adams stated Items 17, 18, 19, 20, 21, 24, 25, 26, 30 and 31 were all previously  
326 completed but the “Possibly Completed Before Next Meeting” column was erroneously  
327 marked. It was decided that this column would be deleted from the Action/Agenda and  
328 Completed Items List.

329

330 **THIRTEENTH ORDER OF BUSINESS**

**Old Business**

331

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

334 Mr. Greenberg stated the encroaching fence was removed and replaced and London Bay  
335 paid for it and the affected homeowner was very satisfied. He was unaware of any others. Mr.  
336 Tilton stated he was not aware of any other affected homeowners.

337

338 **FOURTEENTH ORDER OF BUSINESS**

**Supervisors’ Requests**

339

340 Mr. Tarr stated that he and Ms. Gartland were tasked with addressing the website. Ms.  
341 Gartland stated her understanding that she and Mr. Tarr must discuss the website at a noticed  
342 public meeting and asked if there is a better way to address the issue.

343 Mr. Greenberg stated that one Board Member could manage the project.

344 Mr. Tarr asked what the project is trying to achieve. Mr. Greenberg stated the goal is a  
345 more informative, easier to use and easier to navigate website. Mr. Tarr stated while he was  
346 very impressed with another CDD's website, he believed the CDD achieved cost efficiency by  
347 using Wrathell Hunt's standard design.

348 Mr. Greenberg stated the options are to leave the website as it is, hire an outside firm  
349 or solicit residents to design a website. Mr. Tarr stated he felt unqualified for this project. Mr.  
350 Greenberg believed that not many residents utilize the website and until people complain or  
351 request an upgrade, it would be a waste of time. The consensus was not to pursue a new  
352 website design at this time. Ms. Wheeler asked if there was a counter of the visitors to the CDD  
353 website. Mr. Adams would ask if a counter could be added.

354 Mr. Tarr asked Mr. Tilton for the status of the work that Johnson Engineering would be  
355 performing at Imperial Golf Village. Mr. Tilton stated his firm is under contract and a meeting  
356 was scheduled with the Project Manager. The project would involve reviewing the areas that  
357 drain through Imperial Golf Village and out to the Cocohatchee. It was known that some  
358 problems exist and his firm was hired to determine which areas should be worked on first. He  
359 stated that the south end of Mediterra, the road, the high school and some property to the east  
360 drain through their stormwater system.

361 Mr. Tarr asked if the CDD should be concerned about the next hurricane season given all  
362 the changes. Mr. Tilton stated he would not have additional concern because the CDD's main  
363 outfall would be unchanged and the only change to the southwest corner will be to extend the  
364 pipe. A large pipe was included in the plans. Mr. Tilton stated that Mediterra is far enough  
365 uphill that water would continue flowing. He stated he would be more concerned for the  
366 community to the south if their pipe is too small.

367 Regarding Mr. Tarr's earlier question about the QPD Reports, Mr. Adams stated the  
368 Report for the South includes the Mediterra consolidated FEIN number and the Truist account.

369 Mediterra North has no FEIN number and only has the account number for the Truist general  
370 fund with a balance of approximately \$600. Accounting was asked to close out the account. Mr.  
371 Tarr asked if there should be a name change given that it is no longer Mediterra South CDD. Mr.  
372 Adams stated the form comes from the State. Mr. Tarr asked if this was the same problem  
373 experienced with Collier County in the past. Mr. Greenberg suggested the next time the  
374 Mediterra North CDD form is submitted, it should be marked "No Longer in Existence."

375

376 **FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

377

378 There were no public comments.

379

380 **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

381

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

383

384 **On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,**  
385 **the meeting adjourned at 4:47 p.m.**

386

387

388

389

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

390  
391  
392  
393  
394  
395  
396

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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**13C**

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE**

**LOCATION**

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

<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 CANCELED</b>	<b>Regular Meeting</b>	<b>3:00 PM</b>
<b>December 8, 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 10, 2022</b>	<b>Regular Meeting</b>	<b>9:00 AM</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**

**13D**



# MEDITERRA CDD

## Key Activity Dates

### Updated: January 2022

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in March. 2 night visits per month (March through November). Program will include 18 visits.	3/22 thru 11/2022
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	4/2022 & 9/2022
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.	6/1/2022
Proposed Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year.	6/15/2022
O & M Assesement letter	SOP	N/A	Staff to provide Chairman's draft assessment letter to the Board 48 hours in advance of mailing to the Residents of proposed increases. Notices must be mailed twenty days in advance of meeting to adopt the budget.	7/1/2022
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2022
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2022
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2022

TRIM Compliance Report	200.068	Department of Revenue, Property Tax Oversight, Trim Compliance Section	No later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)	10/15/2022
Canna Lilly cut back	SOP	N/A	Seasonal cut back and removal of large stands of Canna Lilly on lake banks owned by the District, to reduce seasonal unsightliness and promote new lush and vigorous growth. Program to be considered/completed between February & March of each year if necessary.	Feb. & March Annually
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2022	11/30/2022
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.	12/3/2022
Laptop @ MCS	SOP	MCA GM Bill Bowden	Mr. Adams to create a cloud link on the website and will upload records of proceedings. This project is still in progress. Laptop last updated the week of June 14th.	2022
Certification of District Registered Voters	190(3)(a)(2)(d)	District receives annually from the local Supervisor of Elections	Due April 15th of each year and must be read into the record at a regularly scheduled meeting (no additional filing is required)	4/15/2022
Interconnecting Drain Pipe inspection and cleanout	SOP	N/A	Annual inspection and clean out of all lake and wetland interconnecting drain pipes and control structures, that are owned and operated by the District, where the percentage of pipe block exceeds 25%. Inspections to commence Monday, January 31st, with cleaning to be completed during the month of May	1/31/2022 thru 5/2022
Bank Stabilization Project	SOP	N/A	2021/22 Budget - Rip/Rap install project to be completed on Lake 35. (As of 2019 current proposal cost \$38K). Include rip/rap of headwall in that cove area. Bank restoration @ North Hole #18 by Green on Lake 13 (as of 2021 current proposal cost \$11,875.00 (need to deduct sod requirements).	5/1/2022

Lake Audit Report	SOP	N/A	Annual inspection and report of all District owned lakes. Report includes review of specific items related to water quality, lake maintenance deficiencies, littoral plant health and population, structural integrity of lake banks and pipework, aerator operation and any unauthorized activities in or adjacent to the lakes.	June/July 2022
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	June/July 2022
Phase Three East - Stormwater Pond 74	SOP	N/A	The original issue date was April 16, 2020. Modified September 9, 2021. The duration of the permit is extended until February 4, 2027 per the request to SFWMD. 90 day reminder is included, as reflected. Once the stormwater planning exercise is completed, it will have to be repeated every five years.	11/1/2026 (reminder) 2/4/2027 (deadline)
Preserve Fire Reduction Program - Three Year Rotation Program	SOP	N/A	As approved at the June 16, 2021 meeting; project to commence in January 2022; and continue every three years. Project to be completed by Cintron Landscape Services. Project to be completed within 100 days.	1/1/2022
Est Cortile Court	SOP	N/A	First annual monitoring report due June 30th with a required 2nd annual report due June 30th 2023.	6/2022 & 6/2023
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	
Bond - 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**

**14**

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	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 from the date moved to COMPLETED.	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 for signs of degradation due to the Distinctive Homes Project south of Caminetto. <b>03.03.21</b> Mr. Tilton to inspect area today. <b>8.18.21</b> Mr. Tilton to inspect the 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 CDD's legal position. <b>03.03.21</b> Lake 74 Permit Update to remain on agenda to track 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	11.18.20	<b>ACTION</b>	Mrs. Adams to ask SOLitude to copy her on all aeration repair notices sent to RCS.	X		
7	03.03.21	<b>ACTION</b>	Board Members to include Mrs. Adams, Mr. Willis and cc Mr. Greenberg in email requests to Management. Mrs. Adams to respond to Board Member's requests indicating the person responsible to provide that information. Mr. Willis to track all requests.	X		
8	03.03.21	<b>ACTION</b>	Management office to email Mr. Greenberg proposed meeting agenda three days prior to sending it to the Board.	X		

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
9	03.03.21	<b>ACTION</b>	Moving forward MRI to revise Inspection Reports to include pipe size, create legend page and correct scrivener's error regarding pipe size at Structure #142.	X		
10	03.03.21	<b>ACTION</b>	Mr. Willis to review CDD website for accuracy and notify the MCA General Manager of cancelled meetings or date changes to send e-blast to residents.	X		
11	04.21.21	<b>ACTION</b>	Staff to obtain unit pricing for all contracts moving forward.	X		
12	04.21.21	<b>ACTION/AGENDA</b>	Mr. Adams to create a cloud link on the website and will upload records of proceedings.	X		
13	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		
14	06.16.21	<b>ACTION</b>	Mr. Adams to revise the budget by 40% for the Preserve Fire Reduction Program and add assigned fund balance line item to commence FY 2023, to show buildup of reserves.	X		
15	06.16.21	<b>ACTION</b>	Mr. Adams would revise FY 2023 proposed budget so "Actuals are through 5/31/22" to present at the June 2022 meeting.	X		
16	06.16.21	<b>ACTION</b>	Ms. Wilson to email her firm's "What CDDs are" brochure to the Board and Staff. <b>10.20.21:</b> Ms. Willson to re-send email.	X		
17	10.20.21	<b>ACTION</b>	Ms. Willson to work with Mr. Adams to prepare the "Notice of Action" related to the Lake 74 Permit.	X		
18	10.20.21	<b>ACTION</b>	Mr. Tilton to review the area under consideration by the MCA for an east gate and advise Mr. Tarr and the Board accordingly.	X		
19	10.20.21	<b>ACTION</b>	Mr. Adams to send email advising Mr. Tilton that the Board considered the Johnson Engineering request for waiver of any perceived or actual conflict to perform a study on the Imperial Basin boundary for Collier County and that the Board deemed that there would be no conflict.	X		
20	12.08.21	<b>ACTION</b>	Mr. Adams to email draft Annual Report to be sent to residents during the First Quarter to Mr. Greenberg, for review and input by the Board.	X		
21	12.08.21	<b>ACTION</b>	District Counsel and Staff to draft Maintenance Agreement between the CDD, The Club and MCA for Board review. All pipes in question to be incorporated into the CDD maintenance, inspection and repair program.	X		

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
22	12.08.21	<b>ACTION</b>	Mr. Chase to inform the MCA and The Club that the CDD is amenable to an Agreement between the MCA, the CDD and The Club whereby the CDD assumes responsibility for repairs; costs would become part of Operating Expenses assessed via the tax bill.	X		
23	12.08.21	<b>ACTION</b>	Mrs. Adams to work with MRI to assess drainage issue on The Club property.	X		
24	12.08.21	<b>ACTION</b>	Mr. Henry to work w/ Staff and Ms. Zare on dual track process for possible of Series 2021 bond refinancing; term sheets to be presented at January meeting.	X		
25	12.08.21	<b>ACTION</b>	Ms. Willson to modify the Client Files provision in the Kutak Rock LLP Fee Agreement.	X		
26						
27						
28						

## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	04.21.21	<b>ACTION</b>	Management directed not to send repetitious agenda emails unless changes are made to the agenda.		X	08.18.21
2	06.16.21	<b>ACTION</b>	Mrs. Adams to ensure the RFP responses to the Preserve Fire Reduction Program are attached to the 06.16.21 minutes posted on the website, negotiate number of days for project and return to the Board if price difference exceed an additional \$5,000.		X	08.18.21
3	06.16.21	<b>ACTION</b>	Mr. Nychyk to ensure with vendor number of days they expect to complete the Preserve Fire Reduction Program project. Ensure contract includes number of days, penalty provision and that the scope of work included task of removing down trees in the contract.		X	08.18.21
4	06.16.21	<b>ACTION</b>	Ms. Wilson: Have Preserve Fire Reduction Program contract have # of days to complete project, penalty provision & scope includes removing downed trees.		X	08.18.21
5	06.16.21	<b>ACTION</b>	Mr. Adams to have accounting add note in Unaudited Financial Statements about the bank holding \$10,000 until aeration installation loan is paid in full.		X	10.20.21
6	06.16.21	<b>ACTION</b>	Mr. Adams to send letter and invoice to 10806 Cortile Way homeowner for remediation and follow-up costs, upon SFWMD signing off on project.		X	10.20.21
7	06.16.21	<b>ACTION</b>	Mrs. Adams to email Mr. Greenberg section of minutes transcribed verbatim re: handout about tax bill to send to MCA to distribute during orientation to new homeowners and include in his letter to current homeowners.		X	10.20.21
8	06.16.21	<b>ACTION</b>	Mr. Adams to research why the projected fund balance surplus amount varied significantly on pages 5 and 7 of the proposed budget and determine if funds should be moved to prepay bonds.		X	10.20.21
9	06.16.21	<b>ACTION</b>	Ms. Willson to email revised Reso 2021-10 to the Board and District Staff.		X	10.20.21
10	04.21.21	<b>ACTION</b>	Mr. Adams to coordinate Mr. Wrathell's attendance at a meeting where all Board Members are present. <b>10.20.21:</b> The consensus was this is not necessary and the item should be removed.		X	10.20.21
11	08.18.21	<b>ACTION</b>	Mr. Willis to inform the MCA about the 2 RCS aerators requiring service.		X	10.20.21
12	06.16.21	<b>ACTION</b>	Mr. Adams to prepare and email the Board an outline of the steps and costs involved to refinance the Series 2012/2013 bonds, obtain quotes from FineMark National Bank & Trust and Synovus Bank, and schedule pertinent		X	12.08.21



## MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
			dates on the calendar. <b>12.08.21:</b> This item was removed,			
13	06.16.21	<b>ACTION</b>	Mr. Adams to revise FY 2022 proposed budget, correcting multiple scriveners' errors, rolling up various flat fee items into Management fees and removing "Capital" from outlay line items in this and future budgets.		X	12.08.21
14	06.16.21	<b>ACTION</b>	Mr. Tilton to prep letter on 06.28.21 re: Lake 74 permit. Exec Orders are lifted.		X	12.08.21
15	06.16.21	<b>ACTION</b>	Mrs. Adams to contact homeowner to notify the residential portion of the Padova landscape projects completion.		X	12.08.21
16	06.16.21	<b>ACTION</b>	Mr. Adams to send The Club this week, a separate letter from the property tax notice, advising change to on-roll assessment billing.		X	12.08.21
17	06.16.21	<b>ACTION</b>	Mr. Adams to call or send official letter to the Supervisor's of Election office requesting correction of CDD name.		X	12.08.21
18	08.18.21	<b>ACTION</b>	Mr. Tilton to send SFWMD extension to BOS once issued. Extended dates to be included on Critical Dates List when approved. Mr. Adams calculated date would be 02.01.27; a series of reminders would begin on 10.01.26.		X	12.08.21
19	08.18.21	<b>ACTION</b>	Mrs. Adams to add the Chair's letter as a Key Activity Dates item.		X	12.08.21
20	10.20.21	<b>ACTION</b>	Staff to investigate and respond to resident inquiry about aeration in pond behind Porta Vecchio.		X	12.08.21
21	10.20.21	<b>ACTION/AGENDA</b>	Mr. Greenberg to contact the resident regarding payment of the \$14,336.25 bill for the Restoration project, which includes two future monitoring events.		X	12.08.21
22	10.20.21	<b>ACTION/AGENDA</b>	Mr. Greenberg and Staff would visit the property owner with an 18" fence encroachment to address their demand that the MCA maintain the hedge. Mrs. Adams to make a decision regarding the hedge.		X	12.08.21
23	08.18.21	<b>ACTION</b>	Mrs. Adams to reschedule Canna trimming for January or February 2022.		X	After 12.08.21 mtg
24	10.20.21	<b>AGENDA</b>	Old Business Agenda Item for next meeting: "Update: 16870 Caminetto Fence Encroachment onto CDD Lake Tract"		X	After 12.08.21 mtg

