

**MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on October 19, 2022 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

Present were:

Robert Greenberg	Chair
Ken Tarr	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry (via telephone)	Assistant Secretary
Vicki Gartland	Assistant Secretary

Also present were:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Andy Tilton	District Engineer
Sara Zare	MBS Capital Markets, LLC
Tom Burns	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 9:01 a.m. Supervisors Greenberg, Tarr, Wheeler and Gartland were present. Supervisor Henry was attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments (3 minutes)

Resident Tom Burns stated that, with regard to Lake 6, he and the other affected residents at Villoresi liked the idea of keeping the rocks and rebuilding the area of the lake. He thanked the Board for its actions taken.

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

Mr. Greenberg made the following comments:

➤ The retention systems worked really well during Hurricane Ian and, having toured the community, he opined that the ponds look great.

It was noted that there was no flooding during or after Hurricane Ian.

➤ The cane toad program is working well; for the first time all season he saw one cane toad.

➤ Given the sharp rise in interest rates, we should not refinance the 2013 bonds.

FOURTH ORDER OF BUSINESS**Consideration of Agreement with MBS Capital Markets, LLC to Monitor Markets for Potential Refinance of Series 2013 Bonds**

Ms. Zare presented the Investment Banking Agreement (IBA) that was distributed and stated that, there are no potential savings. She reviewed the changes affecting refinancing options. The CDD's current yield is 4.97% and a 2034 Maturity, 12-Year term rate is 4.93%. Mr. Greenberg polled the Board.

Mr. Henry voiced his opinion that it makes no sense to do anything. He asked if the proposed Agreement places Ms. Zare in a position to monitor and advise the Board of the best time to refinance the bonds. Ms. Zare replied affirmatively and stated the process is the same as for the last refinancing. Executing the Agreement will save a step in the process, as a Term Sheet can be presented rather than having to obtain approval to start the process. Mr. Greenberg stated that the Board will decide to proceed based on the potential savings.

Mr. Greenberg stated, for the record, that the CDD does not become obligated to Ms. Zare's fee unless the CDD closes either a loan or a securities placement. Ms. Zare stated there is no fee unless an actual deal is closed.

Mr. Greenberg stated he, personally, is okay with executing the Agreement and did not see any downside risk to engaging Ms. Zare to at least monitor the rates, instead of the Board having to do it. Ms. Gartland agreed. Mr. Tarr agreed and stated that the statement about fiduciary duty, in Item iii of Exhibit A, did not make sense to him. Ms. Zare explained that they

are disclosures in their roll is an Underwriter and not a Financial Advisor; the statement mostly applies to when they are negotiating bond sales. The Board reviews the Term Sheet, selects the absolute best rate and always acts in the best interest of the CDD.

On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, the MBS Capital Markets, LLC Agreement for Underwriting Services, to Monitor Markets for Potential Refinance of the Series 2013 Bonds, was approved.

Ms. Zare stated she will provide updates as the market continues to adjust.

FIFTH ORDER OF BUSINESS

Discussion: Erosion – Lake 6 Repair Options/Costs

Mr. Tilton distributed the repair options and costs for Lake 6, received from M.R.I. and Cross Creek. The information was emailed to Mr. Henry. Mr. Tilton responded to questions and noted the options are comparable.

Ms. Wheeler asked which is the best long-term option to avoid another occurrence. Mr. Tilton stated either one. In his opinion, the sod option will look like the rest of the ponds. The advantage of having the rock wall remain is that it provides an extension on the CDD property to give the appearance of having a longer back yard. There are no issues regarding access or maintenance.

Mr. Tarr asked what was originally in the area. Mr. Tilton stated that the original permit was for a sloped bank but believed it was there when they installed the pond and sold the first homes. This will be considered a repair, which does not require involving the South Florida Water Management District (FWMD).

Ms. Wheeler asked for an explanation of the project if sod is installed. Mr. Tilton stated the rocks would be removed and the slope would be regraded to the original plan.

Mr. Tarr asked about a warranty. Mr. Greenberg thought that requesting a one-year warranty on the quality of work is reasonable and should be included.

Further discussion of this item was deferred to later in the meeting.

SIXTH ORDER OF BUSINESS**Consideration of Johnson Engineering, Inc.,
Fee Modification**

Mr. Adams presented the Johnson Engineering, Inc., letter requesting fee modifications for Professional Services and reviewed the New Hourly Rate Schedule Professional Levels 9 and 3, associated with Mr. Tilton and Mr. Bren Burford's services, respectively.

On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, the Johnson Engineering, Inc., Professional Services Hourly Rate Schedule, dated August 9, 2022, was approved.

SEVENTH ORDER OF BUSINESS**Continued Discussion: Nature Trail Design
and Analysis (Plans, Cost, etc.)**

Mr. Greenberg wondered about a cost savings by reducing the width of the trail and asked how narrow it can be without violating the Americans with Disabilities Act (ADA) accessibility guidelines or any other regulatory requirements.

Mr. Tilton indicated the recommendation is for the trail to be 8' wide, as that is deemed a multi-use width and it gives the CDD the flexibility to change uses in the future and reduces mitigation costs due to the smaller footprint. Mr. Greenberg agreed and urged the Board to agree to 8'. He wants to have the least invasive footprint in the preserves and financial consideration is a part of that matrix for him.

Mr. Tilton stated 8' is well above the minimum with requirement to accommodate two wheelchairs. The team is looking into recommending installation of a side walkway out into a different portion of a cypress bed for better viewing.

Mr. Greenberg asked about the low-lying areas and if any areas were identified that would need a bridge. Mr. Tilton stated he identified two major areas and will know more once he receives the topographic surveys.

Mr. Greenberg asked how the areas where the path will cross the golf course cart paths will be addressed. Mr. Tilton stated that, as far as a permitting issue, it is important to get an accurate crossing that allows people to go in whatever direction and to use signage directing the golf cart path and nature trail.

Mr. Greenberg stated the CDD issued easements through the preserve to The Club for cart paths and asked if the CDD must obtain permission from The Club to cross the cart paths. Ms. Willson will review the Easement Agreements and report her findings at the next meeting.

Ms. Gartland voiced her belief that the areas where the trail crosses the cart path are elevated boardwalk areas. Mr. Greenberg believed the trail crossing is before the boardwalk, which is located from Holes #16 to #17 south. Mr. Tilton stated the environmental specialist is evaluating this closely to get a better definition of that route and will present it once it is completed. Mr. Greenberg asked for a timeline on the design, in terms of layout. Mr. Tilton stated they hope to have the layout and cost ready in December and will email it if the December meeting is cancelled. Mr. Greenberg asked Mr. Adams to schedule a Workshop on this matter in December, in lieu of holding the December meeting.

Mr. Tarr asked where this stands with the SFWMD. Mr. Tilton stated the SFWMD has not been approached since the last discussions. Mr. Tarr expressed his understanding that former MCA General Manager Tim Richards has received a receptive response to his community plans for a preserve walking trail. Mr. Tilton stated there are at least two major types of conservation easement documents, one is essentially when nothing is done in the easement and the other is with passive recreation, which is the type of easement that the CDD has. Mr. Greenberg reviewed the directives that were discussed.

▪ **Discussion: Erosion – Lake 6 Repair Options/Costs - Discussion Resumed**

Mr. Henry stated he reviewed the proposals but does not feel qualified to differentiate between the two of them. He stated that, if the end result from the proposals would be essentially the same with no discernable significant difference, he would select the lowest cost proposal, as long as the contractor is reliable and can complete the work.

Mr. Tilton stated he could easily recommend MRI.

On MOTION by Mr. Tarr and seconded by Ms. Gartland, with all in favor, M.R.I. Proposal #352, Option #1, bank repairs at Lake #6, in a not-to-exceed amount of \$39,000, and to include a one-year warranty on material and workmanship, was approved.

EIGHTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements

- A. **As of July 31, 2022**
- B. **As of August 31, 2022**

The Financial Highlights Report was distributed in the meeting.

On MOTION by Mr. Tarr and seconded by Ms. Wheeler, with all in favor, the Unaudited Financial Statements as of July 31, 2022 and the Unaudited Financial Statements as of August 31, 2022, were accepted.

NINTH ORDER OF BUSINESS

Approval of September 7, 2022 Public Hearing and Regular Meeting Minutes

Mr. Greenberg asked if the Board submitted their corrections to Staff. Mr. Tarr and Ms. Gartland replied affirmatively. Those changes were reflected in the minutes in the agenda package. The following changes were made during the meeting:

- Line 81: Change “Mr.” to “Ms.”
- Line 317: Delete “he and”

On MOTION by Ms. Wheeler and seconded by Mr. Tarr, with all in favor, the September 7, 2022 Public Hearing and Regular Meeting Minutes, as amended, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

- A. **District Counsel: *Kutak Rock LLP***
There was no report.
- B. **District Engineer: *Johnson Engineering, Inc.***
There was nothing further to report.
- C. **District Manager: *Wrathell, Hunt and Associates, LLC***

Mr. Adams pointed out that the December Regular Meeting is scheduled for December 7, 2022, which is earlier than usual, so the Nature Trail discussions will be on that agenda, in lieu of holding a Workshop.

- **NEXT MEETING DATE: November 16, 2022 at 9:00 A.M.**
 - **QUORUM CHECK**

The next meeting is scheduled for November 16, 2022 at 9:00 a.m.

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

- **Key Activity Dates**

The October Key Activity Dates Report was included for informational purposes.

Mr. Tarr asked if there is any report on the aerators. Mr. Greenberg stated he received no reports of damaged aerators. Mrs. Adams stated she advised Solitude to go through the system because a storm of this magnitude can cause a power surge and knock a lot of the aerators out. Mr. Greenberg stated he looks while golfing and did not see any down.

ELEVENTH ORDER OF BUSINESS

Action/Agenda or Completed Items

Items 9, 13, 15, 16, 18, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33 and 35 were completed.

Item 12: M.R.I. had to return a part and is awaiting the correct one to install the riser at the outfall structure COCO 1.

Mr. Tarr asked why it says to call Cintron. Mrs. Adams stated that it should not be on the list and apologized to Mr. Greenberg for Staff copying him on an internal email.

Item 15: Revised description. Ms. Gartland and Ms. Wheeler’s names were stricken; only Mr. Henry is to be reimbursed.

Mr. Adams stated that Mr. Henry’s reimbursement for travels costs was approved on the October 12, 2022 and is in process.

Item 16: Mrs. Adams stated that the County has not responded to her about maintenance for the East “Wet Ditch”.

Item 17: Mr. Greenberg asked Staff to have a Preliminary final Walking Trail Plan Schedule and Budget at the December meeting.

Item 19: Mr. Adams to confirm CDD Staff received Ms. Willson’s email.

Items 21 and 22: Mr. Adams believed the parcel numbers are no longer relevant since every neighborhood has a name and suggested collapsing the column in the assessment tables. The Board agreed.

Item 24: Mr. Willis stated SOLitude treated all the lakes with deficiencies within 72 hours.

Item 30: Mr. Willis confirmed that MCA received the second Certificate of Insurance.

Mr. Willis was asked to include the chart listing the lake number and surrounding neighborhoods in future agenda packages.

Item 32: Mr. Adams stated the CDD has had the same insurance coverage for the last year or two. Directors and Officers is \$5 million and General Liability. The premium for Fiscal Year 2022 was \$11,800 and it will be \$11,900 for Fiscal Year 2023.

Item 33: Mr. Willis stated that, after review, the project can be deferred a year or two.

It was noted that Completed Items older than six months from the day they are completed can be transferred to the Archived List.

Mr. Tarr asked if the financial documents received separately will be discussed. Mr. Greenberg stated the Operational Analysis distributed during the meeting was included for informational purposes. Any further discussion will be heard under “Supervisors’ Requests”.

TWELFTH ORDER OF BUSINESS

Old Business

A. Discussion: Cintron Landscape Penalty

Mr. Greenberg summarized that Cintron did not complete the project on time and there is a penalty provision in the contract but Cintron asked for a waiver. Cintron delivered a letter today, as Mr. Cintron was unable to attend the meeting.

Ms. Gartland stated, when she went through the information, part of the reason it was not completed on time was due to Cintron’s staffing and the other reason was because Cintron was not getting paid. Mrs. Adams stated the first payment was five days late as the contract calls for payment within 45 days. She provided the following timeline:

- First Quarter Payment: Invoice was received on Friday afternoon. Corporate received it on Monday and missed the 45-day cutoff, as checks are only cut once a month.
- Mr. Cintron pulled his crews off the project for two full weeks, after which he lost his crew leader and some laborers.

Mr. Greenberg asked how many days late the check was. Mrs. Adams believed it was five days late.

Mr. Tarr stated that he asked for the EarthBalance contract to be distributed. Mrs. Adams stated it is in the agenda package. Mr. Tarr commented that the EarthBalance contract was 30 days payable and the Cintron contract is 45 days. Mr. Greenberg asked why that is relevant. Mr. Tarr stated because, in his opinion, the CDD has an obligation to be a good client. He did not understand why the CDD needed to pay Ms. Willson to write a new contract as the EarthBalance contract already existed and could have been used.

Mrs. Adams reiterated that the EarthBalance contract is in the agenda package, as Mr. Tarr requested. Mr. Adams stated it is behind Tab C. Mr. Tarr stated that is no longer his question and stated his point now is that the EarthBalance contract could have been modified like Cintron's. He questioned why Ms. Willson is paid to create a whole new contract. Mr. Greenberg stated because he does not know what the EarthBalance contract looked like, Ms. Willson needs to review that contract. Mr. Tarr voiced his understanding and stated his point is that Mr. Adams should have used the same contract.

Mr. Adams stated there are two forms of contracts; one has been utilized for years, which was the EarthBalance one that had 30 days in it. Under Florida Law and the Prompt Payment Act, as a governmental entity, the CDD has 45 days to pay and that is what Ms. Willson included for the Cintron contract. Mr. Greenberg stated that is the provision that will be in every contract from now on. Mr. Adams stated it gives the CDD maximum flexibility. Mr. Tarr asked when the 45-day change occurred. Mr. Adams stated it has been used for years; 30 days is typically not an issue but in this case the CDD actually had the maximum flexibility of 45 days, under the Prompt Payment Act.

Mr. Tarr felt that Mr. Cintron not only deserves payment, he deserves more for what the CDD put him through. Cintron cleaned out dumped items and what bothers him the most is

that Cintron's crews now reported dumping and the CDD has taken no further action. Mrs. Adams stated, in several conversations when Mr. Cintron mentioned dumping, she asked him to give her the address of the location so it can be photo documented and the CDD can contact the resident. When the CDD finds out there is dumping, which is usually from the wetland maintenance contractors, the CDD documents it and sends letters to the resident to have it removed and if it is not removed, the CDD obtains an estimate for removal.

Mr. Tarr stated he did not see a staff member go out. Mrs. Adams stated she spoke to Mr. Cintron several times but he never gave her the information; their last conversation was after the September Board meeting.

Mr. Greenberg felt that this is irrelevant to the issue before the Board. Mr. Tarr voiced his opinion that it is all a part of it. Mr. Greenberg disagreed and stated the issue is getting the facts on the table.

Mr. Greenberg asked how many days late Cintron was in finishing the project. Mrs. Adams stated that Cintron went 34 business days past the deadline of Friday, May 20, 2022. Mr. Greenberg asked, of the 34 days, are two weeks of the delays because he pulled his crew off the project. Mrs. Adams replied affirmatively.

Mr. Greenberg asked what the contract says Cintron has a right to do if not paid, does Cintron have to give notice first and did Cintron give notice. Mr. Tarr replied no. There was crosstalk between Mr. Greenberg and Mr. Tarr. Mr. Greenberg stated he has no right to terminate. Mr. Tarr stated he did not want to terminate. Mr. Greenberg stated Mr. Cintron should not have pulled his crew off. Mr. Greenberg asked if the contract allows Cintron to do that. Ms. Willson replied no.

Mr. Greenberg summarized that Mr. Tarr is asking the Board to waive all the penalties and he wants the facts listed. He stated that Mr. Cintron did not give notice and did not put the CDD in default; he simply pulled his crew, which he should not have done. Mr. Greenberg stated that he is sympathetic that Mr. Cintron underbid this contract and he has been a very good vendor; however, he is not prepared to give Cintron a full pass because it was wrong to pull the crew for two weeks. He is willing to waive the fee, except for the two weeks the crew was off and deduct five days from that for when the CDD did not pay timely.

Mr. Henry felt that each of the points in Mr. Cintron's email appear valid and it seemed to him that he was not getting paid. Given that Cintron's cash flow might not have been that good and considering they are a good contractor and the CDD will intend to use them again, Mr. Henry thought it reasonable to give Cintron a pass this time with the explanation that, if the CDD uses their services again, the CDD will not waive anything again.

Ms. Gartland stated that, in EarthBalance's contract, they were charged \$100 a day if they go over the time limit and asked why Cintron was charged \$500 a day. The answer to the question was inaudible due to crosstalk. Mrs. Adams stated the Board approved that amount; they will research the minutes because the Board, not Staff, would have set the \$500 amount.

Mr. Tarr was bothered by the "suffered financial loss" language in the contract and asked what financial loss the CDD suffered. Mr. Greenberg stated this is a Liquidated Damages clause; the CDD does not have to prove financial loss.

Mr. Tarr stated that EarthBalance could have hired Cintron to do the work and walk away with \$160,000 and expressed his opinion that the CDD should not "cheat" Cintron. He believed the CDD has an obligation to Cintron. Mr. Greenberg agreed but, in his opinion, Mr. Cintron should have done something other than pull his crews from the project.

Mr. Tarr stated Cintron finished the job and, in his opinion, did a better job than EarthBalance. He thought Cintron would have completed the job in 100 days if they did not lose Chaz Irvin, their Crew Chief.

Mr. Greenberg stated that he will dissent because he is opposed to paying the full amount of the contract and he believes a message needs to be sent.

Mr. Tarr agreed a discussion with Mr. Cintron is appropriate.

On MOTION by Mr. Tarr and seconded by Ms. Wheeler, with Mr. Tarr, Ms. Wheeler, Ms. Gartland and Mr. Henry in favor and Mr. Greenberg dissenting, paying Cintron the full amount of the contract, as soon as possible, was approved. [Motion passed 4-1]

Mr. Tarr motioned to reimburse Mr. Cintron a portion of what was budgeted due to all the personal time Mr. Cintron put into this. Mr. Greenberg felt that doing so would set a bad

precedent for every other vendor. Mr. Henry agreed. Mr. Greenberg asked Mr. Tarr to withdraw his motion. Mr. Tarr refused. Ms. Wheeler asked how much extra Mr. Tarr thinks Mr. Cintron should receive. Mr. Tarr felt that \$500 is not a huge amount and it might make him feel a little bit better about this.

Mr. Greenberg moved to table that motion and reiterated his opinion that this would set a very bad precedent; he does not want to have to pay any other vendor or have them argue that the CDD did this for Cintron so it should do it for others, as well. Mr. Greenberg's motion failed due to lack of second.

Mr. Tarr withdrew his open motion.

Mr. Tarr motioned to pay Mr. Cintron for his time to go with Staff to look at the areas that Cintron maintains where dumping has occurred. The payment amount suggested by Mr. Tarr was inaudible.

Mr. Greenberg stated Mr. Cintron is supposed to report to Mrs. Adams who will send Staff to inspect; Mr. Cintron does not have to accompany CDD Staff. Mr. Tarr stated Mr. Cintron offered to go with Staff. Mr. Greenberg stated then it is a volunteer action on Mr. Cintron's part to gender good will.

Ms. Gartland voiced her opinion that Mr. Cintron is a good man and Cintron is a good company but he probably got in a little over his head and a lot of companies are having staffing issues, including a lot of landscape companies. She felt that the CDD should pay Cintron in full. She would like better communication going forward. She did not like that there was dumping and the CDD does not know where it is. She is inclined not to pay Mr. Cintron for his time to come here; although, she felt that this has not been fair. She felt that the CDD received a completed job for a very good price. In her opinion, the CDD will never pay that little ever again.

Mr. Tarr asked Mrs. Adams to send the Board the email she sent to Cintron. Mr. Greenberg stated if an email was not sent, Mrs. Adams should send it so the CDD has it for the next meeting. He asked Mrs. Adams to relay the Board's position about Cintron needing to provide the locations where there is dumping and indicated that the Board is sympathetic to

the situation but is not happy that Cintron pulled the crew off the job and that Mr. Cintron should not expect this kind of largesse from the CDD in the future.

Mr. Tarr read the contract language and use of ATVs in the preserve from the Management Activity Guidelines under Exhibit 12C, in Paragraph 2 on PDF Page 94, and discussed his conversation with Mr. Chase regarding why Cintron had to hand carry materials. Mr. Greenberg stated that field conditions change, which he read that to mean anyone can use ATVs as long as they are outside the management zone to the street.

Mr. Tarr read portions of Section 3.1.2 on PDF Page 106 referring to removing hanging palms below 90 degrees and stated EarthBalance removed materials from the ground and Cintron cannot cut at eye level without using a pole, according to Johnson Engineering. Mr. Greenberg asked if Cintron asked Management for clarification or modification. Mr. Tarr replied no; Mr. Cintron did what he believed was necessary. He noted that Johnson Engineering supervised everything and signed off on every aspect of it.

Mr. Tilton stated that Cintron's work was reviewed after it was completed or when Mr. Cintron said it was completed but to say that Johnson Engineering supervised everything Cintron did is a misnomer. In response to Mr. Tar's questions, Mr. Tilton stated the Engineer looked at the palm fronds that were trimmed and was satisfied that Cintron met the standard and, to his knowledge, Cintron might have used poles, a pole saw or a ladder. Mr. Greenberg thought Mr. Tarr raised a very salient point that the CDD needs to be better managers of the contract process, in terms of scope of work, but does not want to get into means and methods unless they impact regulatory concerns.

Discussion ensued between Mr. Greenberg and Mr. Tarr regarding the differences in EarthBalance's timeline and Cintron completing the job.

Mrs. Adams will review the minutes to determine why the fines varied significantly between the two contractors.

In response to a comment by Mr. Greenberg that Mr. Cintron is Mr. Tarr's buddy, Mr. Tarr stated, for the record, that Mr. Cintron is not his social friend. Mr. Greenberg acknowledged that he might have used a poor choice of words but noted that Mr. Tarr has been Mr. Cintron's advocate both at the MCA and the CDD meetings.

Mr. Tarr stated Cintron removed all the cabbage palms around Mediterra's Corso for \$170,000 and, in his opinion, it would be over \$200,000 a year to trim them. He was glad they were removed before Hurricane Ian and Cintron is an excellent contractor and has been well regarded for years by the staff at the MCA.

Mr. Willis stated that the contract was put together in June 2021, Staffs' notes indicate down trees were included in the contract and scope of services; one of the notes was to confirm the work could be done in 100 days, which Staff confirmed. It also talked about adjusting the penalty fee rate. He remembered that, during the conversation, it went from \$100 to \$500. He would obtain the audio.

Mr. Henry stated that the Board already voted on the Cintron matter and voiced his opinion that too much time is being spent on this topic.

B. Update: Cintron Landscape Agreement for Preserve Area Clearing Services (*Executed September 2021*)

C. Update: EarthBalance Agreement for Preserve Management Plan Initial Trimming (*Executed April 2018*)

These items were discussed during Item 12A.

D. Update: Letter to Homeowners of Lots 7 & 8 Regarding the Installation of Sand Beach Areas (CDD Will Not Take Action)

This item was discussed during the Eleventh Order of Business, Action Item #9.

THIRTEENTH ORDER OF BUSINESS

Supervisors' Requests

Mrs. Adams was asked to notify Cintron that payment will be made without any deductions. Mr. Adams will ask Accounting to cut a manual check outside of normal procedure.

Mr. Tarr stated that he and Mrs. Wheeler will hold their seats another four years as they were unopposed for the upcoming election.

- **Insurance Information - Renewals**

This item was discussed during the Eleventh Order of Business, Action Item #32.

Ms. Wheeler reiterated her request that, going forward, the chart listing the lake number and surrounding neighborhoods be included in the back of the agenda package.

Mr. Tarr stated that Mr. Chase, on behalf of the MCA, authorized him to advise the CDD Board that the MCA paid \$200,000 to Quality Engineering to rework the drainage plan to prevent the flooding that was taking place in the Mediterra Maintenance Area. Mr. Tarr was asked to work with Mr. Bowden to obtain an updated MCA and Club drainage map so the CDD can update the GIS map.

Regarding the financial chart, Mr. Tarr asked if that is for the current fiscal year. Mrs. Adams replied affirmatively; it is through September 30, 2022. She was asked to include the Fiscal Year on all financial documents. Mr. Greenberg stated there is slightly under \$225,000 in surplus fund balance for unanticipated expenses, to potentially apply to the nature trail.

FOURTEENTH ORDER OF BUSINESS

Public Comments (3 minutes)

There were no public comments.

FIFTEENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor, the meeting adjourned at 10:29 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


Secretary/Assistant Secretary


Chair/Vice Chair