

MEDITERRA

COMMUNITY DEVELOPMENT DISTRICT

October 16, 2024

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

October 9, 2024

Board of Supervisors
Mediterra Community Development District

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

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on October 16, 2024 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*3 minutes per speaker*)
3. Chairman's Comments
4. Update: Aquatics Report
5. Continued Discussion/Consideration: Pesky Varmints, LLC Estimate #1992 [Iguana Removal]
6. Continued Discussion: Removal of Vegetation Debris
7. Acceptance of Unaudited Financial Statements as of August 31, 2024
8. Approval of August 21, 2024 Public Hearing and Regular Meeting Minutes
9. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Continued Discussion: Insurance Policy
 - B. District Engineer: *Johnson Engineering, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 2024 Operations Financial Impact Analysis
 - Breakdown/Summary Report

- NEXT MEETING DATE: November 20, 2024 at 9:00 AM
 - QUORUM CHECK

SEAT 1	MARY WHEELER	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	KENNETH TARR	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOHN HENRY	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT GREENBERG	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	VICKI GARTLAND	<input type="checkbox"/> IN-PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

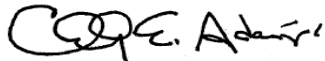
D. Operations Manager: *Wrathell, Hunt and Associates, LLC*

- Key Activity Dates Report

10. Action/Agenda or Completed Items
11. Old Business
12. Supervisors' Requests
13. Public Comments (*3 minutes per speaker*)
14. Adjournment

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

Sincerely,



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

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:

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

PARTICIPANT PASSCODE: 229 774 8903

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COMMUNITY DEVELOPMENT DISTRICT

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Pesky Varmints, LLC

12385 Cecil Lane | Bonita Springs, Florida 34135
 239-353-7378 | peskyvarmintsf@aol.com |
 www.peskyvarmintsf.com

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

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

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



Pesky Varmints, LLC

12385 Cecil Lane | Bonita Springs, Florida 34135
239-353-7378 | peskyvarmintsf1@aol.com |
www.peskyvarmintsf1.com

Total

\$0.00

* Non-taxable

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

Signature: _____ **Date:** _____

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**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

MAINTENANCE OF WATER MANAGEMENT AREAS

November 1, 2023

**SECTION 2
INSTRUCTIONS TO BIDDERS**

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

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

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

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

Maintenance of Water Management within the District

and address to:

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

Attention: Cleo Adams

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

Mediterra Community Development District

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

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

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

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

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

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

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

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

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

The person conducting the hearing shall:

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

The Board shall:

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

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

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

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

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

**SECTION 3
GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

3.07 **PREPARATION AND SUBMISSION OF BIDS**-

a. Signature of the Bidder- The Bidder must sign the Proposal form in the space provided for the signature. If the Bidder is an individual, the words "doing business as" or "Sole Owner" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the proposal on behalf of the corporation must be stated and evidence of his authority to sign the proposal must be submitted. The Bidder shall state in the proposal the name and address of each person interested therein.

b. Basis Bidding- The price for each item shall be on a lump sum or unit price basis according to the form of the proposal.

c. Price Bid- The total price for the work shall be the sum of the lump sum prices and/or unit prices multiplied by the appropriate estimated quantities for the individual ties and shall be stated in figures in the appropriate place on the proposal form. In the event that there is a discrepancy on the proposal form due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

d. Submission of Bids-

1. Each bid must be submitted on the proposal form as furnished together with a suitable Bid Security, herein described.

2. The above proposal and Bid Security must be submitted in a sealed envelope shall be marked so as to clearly indicate its contents and the name of the Bidder.

3. The Bidder must submit with his bid an accompanying letter in which he shall list the names and addresses of his major subcontractors together with the services they will supply. These subcontractors will be subject to review as to their competency by the District prior to the award of the Contract and shall be one of the considerations in determining the lowest responsive and responsible Bidder as defined hereinafter. After award of Contract, no change in subcontractors shall be made unless a request is approved by the District in writing by the Contractor, which shall include the reasons for such request.

4. The Bidder shall submit with his proposal evidence of his experience in water management maintenance and financial status by providing the following:

i. proof that he maintains a permanent place of business; and

ii. proof that he has adequate plant, machinery, manpower, and equipment, and can do the work properly, expeditiously and in a high quality manner, and

iii. proof that he has suitable financial backing status to allow him to meet the obligations as outlined in and incident to the work; and

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

3.08. **DISQUALIFICATION OF BIDDERS-**

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

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

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

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

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

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

3.14. **AWARD OF CONTRACT-**

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

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

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

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

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

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

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

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

- 3.18. **TERMS OF CONTRACT**-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.24. **INSURANCE-**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____ 2023 by and between:

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

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

RECITALS

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

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

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

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

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

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

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

SECTION 3. COMPENSATION; TERM.

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

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

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

SECTION 4. INSURANCE.

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

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

- B. The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in

connection with the District's obtaining the required insurance.

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

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

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

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

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

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

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

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

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

A. If to Contractor: _____

Attn: _____

B. If to District: Mediterra Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

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

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

SECTION 16. INDEMNIFICATION.

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

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

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

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

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

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

571-0010,

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Attest:

**MEDITERRA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Witness:

Signature of Witness

By: _____

Print Name

Print Name: _____

Title: _____

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

Proposal of _____
(name)

(address)

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

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

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

Gentlemen:

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

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

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

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

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

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

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

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

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

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

Bidder's Certificate of Competency No. _____

Bidder's Occupational License No. _____

WITNESSES:

By: _____
Signature of Authorized Agent

(SEAL)

DETAILED SPECIFICATIONS

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

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

EXISTING FACILITIES

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

DETAILED SPECIFICATIONS

1. **General.**

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

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

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

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

2. Aeration Maintenance.

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

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

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

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

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

4. **Fixed Structures Inspection Reporting.**

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

5. **Miscellaneous Requirements.**

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

6. **Reports.**

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

7. **Payment.**

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

8. **Selection of Bid Items.**

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

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

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

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

10. **Inspection.**

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

11. **Acceptance of Finished Work.**

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

12. **Contract Drawings and Specifications**

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

13. **Qualifications.**

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

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2024**

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICTS
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2024**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2013	Debt Service Series 2022	
ASSETS				
Cash				
Operating	\$ 781,622	\$ -	\$ -	\$ 781,622
ICS - BankUnited	60,000	-	-	60,000
BankUnited - 3474	662,804	-	-	662,804
Investments				
BB&T - CDARS	914	-	-	914
Series 2013				
Revenue	-	248,000	-	248,000
Reserve	-	75,000	-	75,000
Series 2022				
Principal	-	-	3	3
Prepayment	-	-	954	954
Revenue	-	-	289,269	289,269
Due from MS 2022	62,387	-	-	62,387
Due from other	3,145	-	-	3,145
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 1,573,218</u>	<u>\$ 323,000</u>	<u>\$ 290,226</u>	<u>\$ 2,186,444</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 2,957	\$ -	\$ -	\$ 2,957
<i>Mediterra North</i>				
General fund	-	-	62,387	62,387
Total liabilities	<u>2,957</u>	<u>-</u>	<u>62,387</u>	<u>65,344</u>
Fund Balances				
Restricted for:				
Debt service	-	323,000	227,839	550,839
Assigned				
3 months working capital	268,067	-	-	268,067
Future fire mitigation clean-up	160,000	-	-	160,000
Unassigned	1,142,194	-	-	1,142,194
Total fund balances	<u>1,570,261</u>	<u>323,000</u>	<u>227,839</u>	<u>2,121,100</u>
Total liabilities and fund balances	<u>\$ 1,573,218</u>	<u>\$ 323,000</u>	<u>\$ 290,226</u>	<u>\$ 2,186,444</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 AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUE				
Special assessment: on roll	\$ -	\$ 1,354,036	\$ 1,352,268	100%
Interest and miscellaneous	2,675	22,903	-	N/A
Total revenues	<u>2,675</u>	<u>1,376,939</u>	<u>1,352,268</u>	102%
EXPENDITURES				
Administrative				
Supervisors	1,077	9,043	9,900	91%
Management	4,164	45,809	49,973	92%
Accounting	1,392	15,308	16,700	92%
Audit	-	4,400	15,000	29%
Legal	4,641	14,751	10,000	148%
Field management	1,275	14,025	15,300	92%
Engineering	15,608	50,259	50,000	101%
Engineering-nature trail			100,000	0%
Trustee	-	8,288	10,000	83%
Dissemination agent	333	3,667	4,000	92%
Arbitrage rebate calculation	-	500	1,500	33%
Assessment roll preparation	417	4,583	5,000	92%
Postage	71	1,610	1,500	107%
Insurance	-	12,376	13,090	95%
Legal advertising	1,584	3,139	4,000	78%
Contingencies	366	4,749	2,500	190%
Annual district filing fee	-	175	175	100%
Website	-	705	705	100%
ADA website compliance	-	210	210	100%
Total administrative	<u>30,928</u>	<u>193,597</u>	<u>309,553</u>	63%
Water management				
Lake Maintenance	475	300,182	220,000	136%
Contractual services	3,570	17,130	42,500	40%
Aquascaping/cutbacks/pipe cleanout	-	53,700	100,000	54%
Fuel Load reduction of right of ways	-	-	129,000	0%
Lake bank erosion repairs	-	16,899	75,000	23%
Electricity	6,482	31,477	35,000	90%
Capital outlay- nature trail	-	900	100,000	1%
Aeration replacement and repairs	-	40,105	25,760	156%
Total water management	<u>10,527</u>	<u>460,393</u>	<u>727,260</u>	63%
Other fees & charges				
Property appraiser & tax collector	333	22,846	35,456	64%
Total other fees & charges	<u>333</u>	<u>22,846</u>	<u>35,456</u>	64%
Total expenditures	<u>41,788</u>	<u>676,836</u>	<u>1,072,269</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	(39,113)	700,103	279,999	
Fund balances - beginning	1,609,374	870,158	792,304	
Fund balance - ending (projected)				
Assigned				
3 months working capital	268,067	268,067	268,067	
Future fire mitigation clean-up	160,000	160,000	160,000	
Unassigned	1,142,194	1,142,194	644,236	
Fund balances - ending	<u>\$ 1,570,261</u>	<u>\$ 1,570,261</u>	<u>\$ 1,072,303</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 AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 315,689	\$ 315,756	100%
Interest	1,341	17,560	-	N/A
Total revenues	<u>1,341</u>	<u>333,249</u>	<u>315,756</u>	106%
EXPENDITURES				
Debt service				
Principal	-	180,000	180,000	100%
Interest	-	125,425	125,425	100%
Total debt service	<u>-</u>	<u>305,425</u>	<u>305,425</u>	100%
Other fees & charges				
Property appraiser & tax collector	-	7,559	11,512	66%
Total other fees & charges	<u>-</u>	<u>7,559</u>	<u>11,512</u>	66%
Total expenditures	<u>-</u>	<u>312,984</u>	<u>316,937</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	1,341	20,265	(1,181)	
Fund balances - beginning	<u>321,659</u>	<u>302,735</u>	<u>283,219</u>	
Fund balances - ending	<u>\$ 323,000</u>	<u>\$ 323,000</u>	<u>\$ 282,038</u>	

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES , EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND 222 - SERIES 2022 (REFUNDED SERIES 2012)
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Special assessment: on roll	\$ -	\$ 828,956	\$ 827,957	100%
Interest	1,196	22,667	-	N/A
Total revenues	<u>1,196</u>	<u>851,623</u>	<u>827,957</u>	103%
EXPENDITURES				
Debt service				
Principal	-	693,000	693,000	100%
Interest	-	124,762	124,773	100%
Total debt service	<u>-</u>	<u>817,762</u>	<u>817,773</u>	100%
Other fees & charges				
Property appraiser & tax collector	-	11,229	17,146	65%
Total other fees & charges	<u>-</u>	<u>11,229</u>	<u>17,146</u>	65%
Total expenditures	<u>-</u>	<u>828,991</u>	<u>834,919</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	1,196	22,632	(6,962)	
Fund balances - beginning	226,643	205,207	176,755	
Fund balances - ending	<u>\$ 227,839</u>	<u>\$ 227,839</u>	<u>\$ 169,793</u>	

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Mediterra Community Development District held a Public Hearing and Regular Meeting on August 21, 2024 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110.

Present were:

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

Also present:

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Mark Zordan	District Engineer
David Wiefeling	Resident
Barbara Zella	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

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

SECOND ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

No members of the public spoke.

THIRD ORDER OF BUSINESS

Chairman's Comments

Mr. Greenberg stated that he will take some agenda items out of order, according to priorities and due to time constraints. He noted that, when he leaves the meeting today, the quorum will be lost. At that time, Board Members can continue to discuss the remaining agenda items as a workshop in preparation for the October meeting but no votes can be taken nor Staff directions given.

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FOURTH ORDER OF BUSINESS

Update: Aquatics Report - June 2024

This item was presented following the Fifteenth Order of Business.

FIFTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams presented Resolution 2024-06. He reviewed the proposed Fiscal Year 2025 budget, which is unchanged since it was last presented. Assessments are unchanged as compared to Fiscal Year 2024.

Mr. Adams opened the Public Hearing.

No affected property owners or members of the public spoke.

Mr. Adams closed the Public Hearing.

The following changes were made to the Fiscal Year 2025 budget:

Page 4, "Lake maintenance contract": Add "EarthBalance"

Page 4, "Fuel load reduction conservation areas": Change "porgram" to "program"

Page 4, "Fuel load reduction conservation areas": Delete "The District is budgeting 1/3rd of the expected expense"

On MOTION by Ms. Gartland and seconded by Mr. Tarr, with all in favor, Resolution 2024-06, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025, as amended; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Providing for Funding for the FY 2025 Adopted Budget(s); Providing for the Collection and Enforcement of Special

79 Assessments, Including but Not Limited to
 80 Penalties and Interest Thereon; Certifying
 81 an Assessment Roll; Providing for
 82 Amendments to the Assessment Roll;
 83 Providing a Severability Clause; and
 84 Providing an Effective Date
 85

86 Mr. Greenberg presented Resolution 2024-07.
 87

88 On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,
 89 Resolution 2024-07, Providing for Funding for the FY 2025 Adopted Budget(s);
 90 Providing for the Collection and Enforcement of Special Assessments, Including
 91 but Not Limited to Penalties and Interest Thereon; Certifying an Assessment
 92 Roll; Providing for Amendments to the Assessment Roll; Providing a
 93 Severability Clause; and Providing an Effective Date, was adopted.
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95
 96 **SEVENTH ORDER OF BUSINESS** **Consideration of Bid Analysis and**
 97 **Recommendation for Right-of-Way Fuel**
 98 **Load Reduction Services**
 99

100 This item was presented following the Fifteenth Order of Business.
 101

102 **EIGHTH ORDER OF BUSINESS** **Presentation of 2024 Annual Lake Audit**
 103

104 This item was presented following the Fifteenth Order of Business.
 105

106 **NINTH ORDER OF BUSINESS** **Discussion: Removal of Vegetation Debris**
 107

108 This item was presented following the Fifteenth Order of Business.
 109

110 **TENTH ORDER OF BUSINESS** **Discussion/ Consideration: M.R.I.**
 111 **Inspection LLC Proposal Estimate #4931**
 112 **[Dredge Out Storm Inlet]**
 113

114 Mr. Zordan presented M.R.I. Inspection LLC Proposal Estimate #4931.

115 Mr. Greenberg noted that the proposal is for the inlet at Lake #6, in Villoresi; Ms.
 116 Willson briefed the Board on what happens when damage to lake banks occurs due to
 117 homeowner activity.

118 Mr. Greenberg stated that sod will be replaced and asked Staff to ensure that the sod
119 does not wash away.

120 Mr. Zordan recommended that the sod be allowed to grow into the riprap to eliminate
121 the risk of the edger cutting the geotextile fabric.

122 After discussion regarding the aesthetics of edging above or below the riprap, Mr.
123 Greenberg asked Mr. Zordan to address the matter with M.R.I.

124 It was noted that the proposal represents work not related to the warranty. The work
125 will be scheduled after the rainy season for the best results.

126

127 **On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,**
128 **M.R.I. Inspection LLC Proposal Estimate #4931, in the amount of \$11,800, was**
129 **approved.**

130

131

132 **ELEVENTH ORDER OF BUSINESS**

**Discussion/Consideration: Pesky Varmints,
LLC Estimate #1992 [Iguana Removal]**

133

134

135 This item was presented following the Fifteenth Order of Business.

136

137 **TWELFTH ORDER OF BUSINESS**

**Update: 2023 Annual Sediment Sampling &
Water Quality Testing Summary Report**

138

139

140 This item was presented following the Fifteenth Order of Business.

141

142 **THIRTEENTH ORDER OF BUSINESS**

**Goals and Objectives Reporting [HB7013 -
Special Districts Performance Measures
and Standards Reporting]**

143

144

145

146 Mr. Adams presented the Memorandum detailing this new requirement and explained
147 that newly adopted legislation requires special districts to establish goals and objectives
148 annually and develop performance measures and standards to assess the achievement of the
149 goals and objectives, publish an annual report on its website detailing the goals and objectives
150 achieved, the performance measures and standards used, and any goals or objectives that were
151 not achieved. District Management and District Counsel collaborated on identifying the key
152 categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each.

153 Mr. Greenberg expressed support for the high-level Performance Measures/Standards
154 & Annual Reporting Form developed for the CDD.

155 Mr. Willis will confirm receipt of confirmation of website reviews by Strange Zone, Inc.,
156 and report to the Board, accordingly.

157

158 **On MOTION by Ms. Wheeler and seconded by Mr. Tarr, with all in favor, the**
159 **Goals and Objectives and the Performance Measures/Standards & Annual**
160 **Reporting Form, were approved.**

161

162

163 **FOURTEENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of June 30, 2024**

164

165

166 This item was presented following the Fifteenth Order of Business.

167

168 **FIFTEENTH ORDER OF BUSINESS**

**Approval of June 20, 2024 Regular Meeting
Minutes**

169

170

171 Mr. Greenberg presented the June 20, 2024 Regular Meeting Minutes.

172 The following changes were made:

173 Line 217: Change "Amarron" to "Amarone"

174 Line 462: Change "Ms. Greenberg" to "Mr. Greenberg"

175

176 **On MOTION by Ms. Gartland and seconded by Mr. Tarr, with all in favor, the**
177 **June 20, 2024 Regular Meeting Minutes, as amended, were approved.**

178

179

- 180 **Update: 2023 Annual Sediment Sampling & Water Quality Testing Summary Report**

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

182 Mrs. Adams stated the District Engineer was asked to provide an updated Summary
183 Report; the item included in the agenda was included in the June agenda.

- 184 **Discussion/Consideration: Pesky Varmints, LLC Estimate #1992 [Iguana Removal]**

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

186 Mr. Greenberg stated that he received numerous complaints about iguanas and one
187 resident complained about removal of the invasive species.

188 Discussion ensued regarding the proposal, the cost and the need to coordinate efforts
189 with the golf course. It was noted that Pesky Varmints currently performs iguana control
190 services for the Master Association, throughout the streets and communities.

191 Mr. Greenberg directed Staff to invite an expert to attend the next meeting and to invite
192 representatives from the MCA and The Club.

193 Mr. Tarr expressed support for authorizing Pesky Varmints to access the golf course
194 while it is closed.

195 Mr. Greenberg directed Staff to work with the golf course and, upon obtaining approval,
196 authorize iguana removal within the District Manager's spending authority.

197 **▪ Discussion: Removal of Vegetation Debris**

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

199 Mrs. Adams stated this agenda item is at the request of Mr. Henry.

200 Mr. Henry stated that he has observed and confirmed, via inspection, that vegetative
201 debris accumulates in certain lakes and directly behind certain homes creating a swampy
202 appearance due to prevailing winds. Many homes are unaffected but some are severely
203 affected; during high heat and humidity, foul odors are also noted. Seawalls also contribute to
204 accumulation of debris during periods with high water levels. This issue was brought to his
205 attention by Lucarno residents David Wiefling and Barbara Zella. In his opinion, this is a major
206 concern. He asked Mr. Willis and suggested that the vendor, CrossCreek, be asked to inspect
207 these areas and address the severe cases.

208 Mrs. Adams stated that the removal should be included in the scope of work, at no
209 additional cost; the contract states that such areas should be addressed by the contractor
210 within 24 hours of notification.

211 Asked if this occurs due to homeowners or construction contractors, Mr. Willis and Mr.
212 Henry stated that it includes vegetative debris, such as grass clippings driven by prevailing
213 winds. Mr. Willis stated that debris from littoral treatments is also included; he will ask
214 CrossCreek to address the issue during its regular on-site visits and to include remediations in
215 the Aquatics Reports.

216 Resident David Wiefling discussed the issue, which is worse during high water times,
217 and voiced his belief that the vegetation that grows on lake banks when water recedes
218 contributes to the issue because, when water levels rise, the vegetation dies. He thinks that
219 contributes to the algae issues on the seawall.

220 Mr. Greenberg stated the seawall is a Lucarno matter and a London Bay matter; he
221 noted London Bay spent \$45,000 on the wall before it was turned over to the homeowners.

222 Mr. Henry stated, from what he saw with Mr. Willis, it is more than a Lucarno problem.
223 He observed flooding on the pathway between Lakes 71 and 72, where most of the property
224 belongs to the Lucarno HOA; there are no drains on either side of the pathway, which causes
225 flooding and severe erosion at the very end of the seawall, where water drains across MCA-
226 owned property before it is channeled into Lakes 71 and 72. He believes the solution is for all
227 parties, including the CDD, MCA and Mr. Steve Wilson, who represents London Bay, to discuss
228 why drains were never installed there.

229 Mrs. Adams suggested that Mr. Zordan assist in this regard.

230 Mr. Henry, who is also a Lucarno HOA Board Member, was authorized to represent the
231 CDD, work with Mr. Zordan and Mr. Willis and to coordinate with other stakeholders.

232 Mr. Wiefeling stated that the MCA planted vegetation yesterday. Mr. Greenberg stated
233 that is beyond the purview of this meeting.

234 **▪ Consideration of Bid Analysis and Recommendation for Right-of-Way Fuel Load**
235 **Reduction Services**

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

237 Mr. Greenberg stated that the Request for Proposals (RFP) was advertised as required;
238 however, only one proposal was received. His suggestion to complete the approval process,
239 should the Board wish to approve the bid, is to agree that EarthBalance receives 10 points for
240 each criteria.

241 Mr. Tarr noted that the proposal indicates that the project will be completed within 50
242 days and voiced his belief that the project will commence after the end of the rainy season. Mr.
243 Greenberg stated that the CDD must give a Notice to Commence. Mrs. Adams stated that the
244 CCD has a penalty clause. The consensus was that the Notice to Commence will not be issued
245 until the dry season.

246 Mr. Greenberg stated, while he regrets that more bids were not received, the amount
247 bid for the work to be performed is not unreasonable and the contract is to the Board's liking.

248

249 **On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,**
250 **with all Board Members awarding 10 points for each scoring criteria item and**
251 **ranking EarthBalance, the sole respondent to the RFP, as the #1 ranked**

252 respondent, the proposal Right-of-Way for Fuel Load Reduction Services, was
253 approved.

254

255

256 **▪ Acceptance of Unaudited Financial Statements as of June 30, 2024**

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

258

259 **On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the**
260 **Unaudited Financial Statements as of June 30, 2024, were accepted.**

261

262

263 Ms. Wheeler asked Staff to email the Board if the agenda packages will be late. Mrs.

264 Adams stated that the Admin Department will be asked to do so.

265 Mr. Greenberg recalled that agenda packages were requested the Friday before the

266 meeting. Mrs. Adams apologized and stated the Admin Department tries to get agendas out ten

267 days prior to the meeting but it is sometimes not possible. Mr. Greenberg noted that the PDF

268 agenda is not the same and stated that the request has now been escalated.

269 **▪ Presentation of 2024 Annual Lake Audit**

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

271 Mr. Tarr noted Mr. Willis indicated the need for Board approval to remove a palm tree

272 at Lake 61 because the tree is taller than shoulder height, per CDD policy.

273

274 **On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor,**
275 **removal of the palm tree, was approved.**

276

277

278 **Mr. Greenberg left the meeting at 10:00 a.m.**

279 A quorum was no longer established; therefore, no official actions will be taken by the

280 Board for the remainder of the meeting.

281 **▪ Update: Aquatics Report - June 2024**

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

283 Mr. Willis stated that he will email the Report to the Board; nothing significant was

284 reported. Mrs. Adams asked for the Aquatics Report to be posted on the website.

285 **▪ Discussion resumed: Presentation of 2024 Annual Lake Audit**

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

287 Mr. Tarr complimented Mr. Willis on the Report's photography. He asked if latitude and
288 longitude will be corrected. Mr. Willis replied affirmatively and stated that a printed version of
289 the Report will be provided in the future, with formatting adjustments.

290

291 **SIXTEENTH ORDER OF BUSINESS**

Staff Reports

292

293 **A. District Counsel: Kutak Rock LLP**

294 • **Continued Discussion: Insurance Policy**

295 Ms. Willson recalled that she was asked to review the CDD's options, in the event
296 activity on adjacent property impacts and potentially causes damage to the CDD's stormwater
297 ponds. She stated that the CDD is responsible for maintaining the stormwater ponds; the
298 District Engineer should inspect adjacent property to determine potential impact to CDD
299 stormwater ponds. If potential impact is identified, an outreach letter asking adjacent property
300 owners to cease and desist would be recommended and a Summary Report would be attached.
301 If damage to CDD property occurs, the CDD could obtain proposals for repairs and bill those
302 property owners for repairs and pursue legal remedies, if necessary. If damage is caused by The
303 Club or a Neighborhood Association, the CDD could enter into an Agreement whereby the CDD
304 takes on the maintenance obligation, and the associated entity would fund the cost.

305 Ms. Willson will email this information to Mr. Greenberg.

306 It was noted that this topic was raised following repairs in Villoresi. Mrs. Adams stated
307 that all repairs were done by the CDD; none were the homeowners' responsibility.

308 Mr. Tarr asked who would send a letter when the District Engineer documents an issue.
309 Ms. Willson stated that Staff would typically send the first letter and, if necessary, District
310 Counsel would send a follow up letter. The Board would generally be consulted before a letter
311 is sent.

312 Mr. Tarr stated, based on the owners' actions in Medici, he believes it is critical that the
313 District Engineer and Mr. Willis inspect and identify issues created by homeowners before
314 remediation begins. He noted that Medici spent \$9,000 on repairs before MRI performed its
315 work.

316 Mr. Henry suggested residents be put on notice that they can be held responsible for
317 damages resulting from their actions.

318 Mr. Tarr discussed the Declarations and homeowner responsibilities.

319 Ms. Wheeler suggested the District Engineer inspect the area before lake bank
320 remediation begins and suggested this item be included on the next meeting agenda.

321 Mr. Henry suggested communication to residents be added to the agenda.

322 Mr. Willis displayed a standard letter and notification sent to residents and noted that
323 residents are advised about what is observed, and provided with a schematic of the property,
324 and information from the Property Appraiser. In Medici, the problems were not visible until the
325 project started. This item will be included as an example for discussion.

326 Ms. Willson stated that she followed up with the insurer and confirmed that no
327 insurable items exist and no further steps are necessary, other than coordinating a site visit.

328 Discussion ensued regarding insurance policies.

329 Mr. Tarr voiced his opinion that the insurance coverage for fire liability, at \$75,000,
330 sounds low. Ms. Willson stated that the policies were confirmed to be appropriate for the CDD.
331 This item will be included on the next agenda.

332 Ms. Willson reminded the Board Members of the requirement to complete four hours of
333 ethics training by December 31, 2024.

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

335 There was no report.

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

337 • **2024 Operations Financial Impact Analysis**

338 • **Breakdown/Summary Report**

339 These items were included for informational purposes.

340 The Board and Staff discussed the “Annual Pipe Cleanout Project” expenditure of
341 \$53,700. Mrs. Adams stated that Collier County will be completed first, followed by Lee County;
342 once completed, the work will be paid for from the Fiscal Year 2025 budget using Unassigned
343 Fund Balance. Mr. Tarr voiced his opinion that the projected amount should be reflected in the
344 budget.

345 Mrs. Adams stated that the Collier County portion of the project is projected to be
346 completed in December.

347 Discussion ensued about rainfall received and water levels, which are high but receding.

348 Asked what would happen, at the current levels, if the stormwater system received 14”
349 of rain in 24 hours, Mr. Zordan stated that, based on the way the system is designed roadway,

350 flooding would occur. It was noted that the storm drains were cleaned and the system is
351 functioning as designed. Mrs. Adams noted that outfall structures were cleaned.

352 Mrs. Adams stated that she will verify when the pipe in Brendisi will be cleaned.
353 Referring to the MRI Report, Mr. Tarr noted that some pipes with 80% blockage remain to be
354 cleaned. Mr. Zordan stated that he and Mr. Willis communicated with MRI to have the
355 interconnects cleaned. Mr. Tarr stated that, for years, the CDD’s reputation was that pipes were
356 cleaned every year before hurricane season. Mrs. Adams stated that is true; however, this year
357 the ROV inspection took a long time.

358 Regarding using Zoom attendance to preserve quorum, Ms. Willson stated that State
359 Statute does not provide an alternate approach to achieving quorum; an in-person quorum is
360 required.

- 361 • **Registered Voters in District as of April 15, 2024**
- 362 ➤ **Collier: 833**
- 363 ➤ **Lee: 446**
- 364 • **NEXT MEETING DATE: October 16, 2024 at 9:00 AM**
- 365 ○ **QUORUM CHECK**

366 Supervisors Wheeler, Tarr, Henry and Gartland confirmed their attendance at the
367 October 16, 2024 meeting.

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

- 369 • **Key Activity Dates Report**

370 The August 2024 Key Activity Dates Report was included for informational purposes.

371

SEVENTEENTH ORDER OF BUSINESS	Action/Agenda or Completed Items
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373

374 Items 9, 11, 12, 13, 16, 19, 20, 21, 23, 24, 25and 29 were completed.

375

EIGHTEENTH ORDER OF BUSINESS	Old Business
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377

378 There was no old business.

379

NINETEENTH ORDER OF BUSINESS	Supervisors’ Requests
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381

382 There were no Supervisors’ requests.

383

384 TWENTIETH ORDER OF BUSINESS

Public Comments (3 minutes per speaker)

385

386 No members of the public spoke.

387

388 TWENTY-FIRST ORDER OF BUSINESS

Adjournment

389

390 **On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the**
391 **meeting recessed and was continued as a workshop at 10:46 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

397
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401

Secretary/Assistant Secretary

Chair/Vice Chair

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS**

A

Hi Alyssa,

I hope you are doing well! The current coverage and liability limits of Mediterra align with those of most districts of similar size, operations, and gross operating expenses. We assess potential liability exposure of a district by considering several factors:

- Operations
 - What is the District responsible for?
 - Ownership or maintenance duties
 - What is being done by the District vs what is being outsourced to vendors or other 3rd parties
 - Risk Transfer – are the vendors agreeing to indemnify the District and is the District being added to their policy as additional insureds?
- Gross and Net Operating Budget
- Contractual Exposures (Example of an outlier District- Midtown Miami, which is also managed by Wrathell Hunt and Associates)
- Commercial Exposures
- Size of the District (both in acres and housing units if it's a CDD)
- Claims History
- Total Insured Value of Property

Upon reviewing the adopted budget and some of the meeting minutes for this district, nothing stood out that would necessitate higher liability limits. It's worth noting that this district currently does not have a property policy, so I assume they do not own any insurable assets or have an insurable interest in any buildings or structures.

I recommend allowing our Loss Control team to conduct a site visit. We try to visit every District every 3 years, but it does not appear that we have ever conducted a site visit at Mediterra. Our Loss Control team can provide recommendations to help the district mitigate their risk and identify any potential property that could or should be insured. I am attaching an example of a report they completed for Ave Maria for your reference. I see that the Mediterra board meeting is on June 20th, I can't make any promises, and I would need to check with our Loss Control team, but if we are able to visit the District next week, we might be able to have the report ready by 6/20. Please let me know if you have any questions or if you would like to discuss this further over a call. I will be attending a conference next week, but I am available tomorrow afternoon.

Thanks,

Andy

Andy Jiménez AIC AIS
EVP, Risk and Trust Operations Egis
Insurance & Risk Advisors Direct:
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Mobile:(321) 262.5925
Email: AJimenez@egisadvisors.com



Ave Maria Stewardship Community District

Date of Visit: Monday, October 23, 2023 at 10:00 AM

District Manager: Todd Wodraska, twodraska@sdsinc.org

Operations Director: Sal D'Angelo III, sdangelo@amskd.org

Address: 5080 Annunciation Cir., Ave Maria FL 34142

Egis Attendees: Ryan Rupnarain, Sr. Manager - Loss Control;
Charlen Wade, Loss Control Consultant

Visit Overview

The purpose of the visit on the above referenced date was to allow our team to review the Ave Maria Stewardship Community District from a risk management perspective. While on site, we had the opportunity to review the insured property schedule and made note any necessary updates. The visit also allowed us to support the district's loss control efforts by identifying any hazards that could lead to accidents and claims and discuss recommendations to remediate any loss producing conditions. Those recommendations are included in this letter. While we did not have the opportunity to observe all areas owned and/or maintained by the district, we feel that the areas we were able to observe are representative of the general condition of the property.

District Summary

Ave Maria Stewardship Community District was established in 2004. It was created as a limited, single, and specialized local government that provides infrastructure, including community development systems, facilities, services, projects, and improvements to the community. There are approximately 10,805 acres within district boundaries including 5,000 housing units with the expected completion amount being approximately 15,000 units. There are currently 12 different homeowner associations and a Master Association. The community consists of a town center circling the Ave Maria Catholic Church with adjacent fitness center, grocery store, café, restaurants, and retail areas.

District Ownership and Maintenance Responsibilities

Four major roads are owned by the district including: Ave Maria Blvd., Pope John Paul II Blvd., Annunciation Ct., and Anthem Parkway. They are also responsible for maintaining irrigation systems and infrastructure elements which include reclaimed water storage, supplemental wells, pumps, and transmission facilities as well as landscape improvement within the district roadways and community entrances.

Loss Control Observations

Recommendations below have been placed into categories based on the likelihood and severity potential of each exposure and related losses. Placement may also be based on lessons learned from claims experience with similar districts and loss sources.

Strengths

Strengths highlight some of the existing risk mitigation strategies in place. Consistent application is important to the district's overall risk management program.

- Sidewalk inspection is done on a regular schedule and areas for improvement are tagged with high visibility spray paint.
- Streetlights are tagged when they have malfunctioned for the electric utility's provider is able to fix.
- Golf cart path signage is displayed throughout the community.

Critical Recommendations

Critical recommendations are associated with exposures and hazards that represent a significant danger or risk warranting immediate attention. While follow-up for all recommendations is encouraged, items in the critical category may require documented resolution and review by FIA’s Risk Services team as indicated in the recommendation description.

- There were no critical recommendations at this time.

Important Recommendations

Important recommendations are provided to address exposures that if not corrected, have the potential to result in significant injury or property/liability losses.

- Risk transfer
- Motor vehicle review

<p>Risk Transfer – Given the various relationships with the Master Association, multiple HOAs, and outside vendors including but not limited to landscapers, the district may be presented with multiple risk exposures. This largely depends on how written agreements are worded along with the corresponding insurance requirements of these other organizations.</p>	<p>A best practice is to always have district legal counsel review these agreements, appropriate certificates of insurance (with corresponding additional insured status) and levels of coverages to verify the district is adequately protected, especially for operations they are not responsible for. Another example is by clarifying traffic control/MOT responsibilities in contracts with vendors operating on district roads. Please review the attached Risk Transfer handout and feel free to contact us to also review any agreements, certificates, etc. to verify the district is protected.</p>
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<p>Motor Vehicle Review - Monitoring the district drivers’ MVRs is an important step in reducing the chance of an accident and improving the district’s loss experience.</p>	<p>Consider MVR monitoring as due diligence for assuring that your drivers meet the standards you have established for safe performance of their jobs. As a best practice, the review process should take place as part of the hiring process and annually thereafter. The scoring tool that accompanies this letter may be used to evaluate a driver’s fit for the district.</p>
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Advisory Recommendations

Advisory recommendations are provided to address exposures that while having the potential for loss, would not normally result in a significant or severe loss. These recommendations are typically provided to share best practices.

- District responsibilities with the county
- Golf cart responsibilities
- Lake signage uniformity

<p>District Responsibilities with the County – Responsibilities in which the county requires the district to uphold for permitted events such as a 5K charity race or other events are not clearly defined. Especially events that require district road closures.</p>	<p>Recommendation – Consider contacting the county to provide further clarification of what the district’s responsibilities are for these permitted events.</p>
<p>Golf Cart Responsibilities - This district allows golf carts within the community and does visual checks as well as ensuring appropriate insurance requirements are met as part of the process of registering the golf carts with the district.</p>	<p>Consider clarifying the responsibilities that the Master Association has related to reviewing golf carts on behalf of the district prior to the issuance of the registration.</p>
<p>Lake Signage Uniformity – Signage was seen adjacent to some lakes but the location and presence of the signage were not consistent throughout the remaining observed lakes.</p>	<p>Consider adding signage to ponds that are adjacent to areas with high pedestrian traffic including sidewalks and trails. Signage should prohibit swimming, boating, fishing (if district policy) and warn of wildlife in the area such as alligators and snakes.</p>

MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT

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Mediterra CDD

2024 Operations Financial Impact Analysis

9.10.24

<u>Operations Account</u>	<u>Budget</u> <u>FY 2024</u>	<u>Encumbered</u> <u>FY 2024</u>	<u>Variance</u> <u>FY 2024</u>	<u>Notes</u>
Lake Maintenance Contract	\$ 220,000	\$ 392,735	\$ (172,735)	
Other Contract Services	\$42,500	\$ 37,530	\$ 4,970	Cane Toad Removal/ Water quality testing/Lake 52 Bacteria Applications
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 53,700	\$ 46,300	ROV Pipe Inspections & clean out projects
Conservation area fire mitigation	\$ -	\$ -	\$ -	
Fuel Load reduction right of ways	\$ 129,000	\$ 215,011	\$ (86,011)	Agenda item for June
Lake Bank - Erosion Repairs	\$ 75,000	\$ 115,947	\$ (40,947)	Lake 6 and Lake 13 + Lakes 15, 22 & 43
Electricity	\$ 35,000	\$ 3,135	\$ 31,865	
Capital Outlay: nature-trail	\$ 100,000	\$900	\$ 99,100	Priority Marketing Resident Survey balance due
Aeration Repairs and replacements	\$ 25,760	\$ 47,923	\$ (22,163)	
	\$ 727,260	\$ 866,881	\$ (139,621)	

Mediterra Breakdown September 10, 2024

Summary:

Water Management/Contract Services:

Contract Services Lake & Wetland	\$349,365.00 (expires 10/31/25)
Initial Cleanup (Superior)	\$ 31,500.00 (Superior Waterway)
Monthly Maintenance Services	\$ 7,500.00 (Superior Waterway Oct. Services)
Lake 57 Removal of Cabbage Palm	\$ 295.00 (Lake Bank removal)
GC Hole #6 North Dead Pine Trees	\$ 1,300.00
Conservation 4AS Dead Pine Trees	\$ 1,750.00 (Cintron completed 2.14.24)
Conservation 4-B Dead Pine/Palm	\$ 425.00 (Cintron)
Conservation 4-B Removal of Palm	\$ 600.00 (GulfScapes)

Other Contract Services:

Cane Toad Removal Project	\$ 19,650.00 (expires 11/30/24)
Water Testing	\$ 12,180.00
Lake 52 bacteria applications	\$ 5,700.00

Aqua/cutbacks/pipe inspections/cleanout:

Annual Pipe Cleanout Project	\$53,700.00
Pipe Repairs	\$
Littoral Plantings Project	\$

Note: As approved during the June Board meeting, the Structure Cleaning projects of \$215,800.00 will be completed during the 2024/25 Fiscal Year Budget.

Lake Bank Erosion Repairs:

Bank Restoration	\$16,475.00 (Lakes 13 & 6)
Bank Restoration	\$99,472.00 (Lakes 15, 22 & 43)

Other Contract Services:

Note: Lake 52 bacteria applications (Bio-Zyme Eco Socks) is a combination of beneficial aerobic bacteria, enzymes, and other microbial or natural nutrient binding and limiting products as required for the proper maintenance of the pond. Approved by the Board February 20, 2019 in an effort to minimize growth of algae.

Water Testing/Sampling of four outfall ponds (Lake-24, Lake 35, L-37, L-52 & L-55) performed during the month of September (wet season); and February thru May (dry season).

Aqua/cutbacks/pipe inspections/cleanout:

Note: Annual Pipe Inspections and cleanout: Includes \$48,200 for ROV inspections of all pipes and executed on December 7, 2023. Plug and dewatering of connecting pipe Lake 6 to Lake 1 (structures 246 & 247) \$4K; as well as removal of bricks from Lake 21 structure 53 \$1,500.00 and completed on December 14, 2023.

Fuel Load Reduction Of Right of Ways:

As approved during the June Board meeting, and is an agenda item for Board Discussion/Consideration during the August meeting.

Lake Bank Erosion Repairs:

Note: Bank Restoration/Sod Installation of Lake 13 (\$4,250.00) and completed November 6th. Bank Restoration/Sod Installation of Lake 6 (\$12,225.00).

Note: Bank Restoration/Sod Installation for Lakes 15, 22 & 43 approved April 17, 2024 and to be completed by MRI Construction. (\$99,472.00)

Aeration Repairs:

Inspection Report Submitted 7/23	\$17,067.00
Inspection Report Submitted 11/2023	\$14,736.00
Aeration Repairs Submitted 1/24	\$ 1,175.00
Aeration Repairs Submitted 1/24	\$ 1,525.00
Aeration Repairs Submitted 3/24	\$11,495.00
Aeration Repairs Submitted 6/24	\$ 1,925.00

Note: As approved during the June Board meeting, The Phase II installation of 24 cabinets/Elide Fire Balls project of \$99,859.99 will be completed during the 2024/25 Fiscal Year Budget.

MEDITERRA COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE

LOCATION

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

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Regular Meeting	9:00 AM
November 20, 2024	Regular Meeting	9:00 AM
December 4, 2024*	Regular Meeting	9:00 AM
January 15, 2025	Regular Meeting	9:00 AM
February 19, 2025	Regular Meeting	9:00 AM
March 19, 2025	Regular Meeting	9:00 AM
April 16, 2025	Regular Meeting	9:00 AM
May 21, 2025	Regular Meeting	9:00 AM
June 18, 2025	Regular Meeting	9:00 AM
August 20, 2025	Public Hearing & Regular Meeting	9:00 AM

Exception

**December meeting date is two (2) weeks earlier to accommodate the holidays.*

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COMMUNITY DEVELOPMENT DISTRICT

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Key Activity Dates

Updated: October 2024

Highlighted boxes indicate current and upcoming projects within 60 days

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in February. 2 night visits per month (February through November). Program will include 18 visits.	2/24 thru 11/2024
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	Feb./May/ August 2024
Lake & Wetland Contract	SOP	N/A	Executed Contract Agreement with EarthBalance for Lake and Wetland Services. Includes an automatic second year renewal unless the Board considers terminating.	11.1.23 thru 10.31.24
Elide Fire Extinguishing 4" Ball (Standard Bracket) Phase I Project	SOP	N/A	Elide Fire USA Extinguishing 4" Ball - Are no longer in production.	2/2023 install date
Elide Fire Extinguishing 6" Ball (Standard Bracket) Phase II Project to include the installation of 24 Cabinets	SOP	N/A	Project is scheduled to commence September 1, 2024. All work provided by the contractor shall be warranted for two (2) years. Manufacturer warranty is three (3) years; however they have indicated the fire balls last for five (5).	9/1/24 and to be completed 12/31/24
Lake 6/Villorsi	SOP	N/A	Dredge out storm inlet of sand and material around lake end to extend this pipe out 5 feet, with the flange anchored and cemented to the concrete end wall. Will repair two areas that have been damaged with new felt and new rip/rap. District Engineer to oversee this project.	Project to be completed during dry season
Annual Financial Report April Agenda Item	190.008/218.32 & 39	Florida Department of Financial Services	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year. Auditor placed on notice of deadline being no later than April 30th annually, and provide in their May agenda package for Board's consideration/approval.	April Agenda Item and Due 5/1/2025

Proposed Budget May Agenda Item	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by June 15th each year.	May agenda item and due 6/15/2025
O & M Assessment letter	SOP	N/A	Staff to provide Chairman's draft assessment letter to the Board 48 hours in advance of mailing to the Residents of proposed increases. Notices must be mailed thirty days in advance of meeting to adopt the budget and received by WHA (Corporate) forty days in advance of the hearing date.	7/1/2025 draft notice to Chairman & 7/7/25 notice to WHA
Assessment Roll Certification	Local County requirement.	Local County Tax Collector	For most counties, submission and certification of the annual assessment roll is due by September 15th each year.	9/15/2024
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2024
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2024
TRIM Compliance Report	200.068	Department of Revenue, Property Tax Oversight, Trim Compliance Section	No later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)	10/15/2024
Canna Lilly cut back	SOP	N/A	Seasonal cut back and removal of large stands of Canna Lilly on lake banks owned by the District, to reduce seasonal unsightliness and promote new lush and vigorous growth. Program to be considered/completed between February & March of each year if necessary.	Feb. & March Annually
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2023	11/30/2024
Fiscal Year Annual District Filing Fee and Update Form	190,189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by the following December 3rd.	12/3/2024

Laptop @ MCA	SOP	MCA GM Bill Bowden	Mr. Adams to create a cloud link on the website and will upload records of proceedings. This project is still in progress however the Webmaster is reviewing all items at this time to ensure ADA Compliance. Upon speaking with Corporate, the Webmaster has not been able to provide an estimated completion date.	On-going
Certification of District Registered Voters	190(3)(a)(2)(d)	District receives annually from the local Supervisor of Elections	Due April 15th of each year and must be read into the record at a regularly scheduled meeting (no additional filing is required)	4/15/2025
Interconnecting Drain Pipe/Outfall Structures inspection and cleanout	SOP	N/A	Annual inspection and clean out of all lake and wetland interconnecting drain pipes and control structures, that are owned and operated by the District, where the percentage of pipe block exceeds 25%. This is to include annual ROV inspections of all outfall structures. 2024: ROV Inspecting of all pipes/outfall structures. Approved in two Phases: Collier County to be completed as Phase I with Lee County to be completed as Phase II	8/2/24 thru 12/31/24 (weather permitting)
Water Testing/Sampling	SOP	N/A	Testing & Sampling of four outfall ponds (Lake - 24, 35, 37, 52 & 55) performed during the month of September (wet season); and February thru May (dry season).	September & February thru May annually
Lake Audit Report	SOP	N/A	Annual inspection and report of all District owned lakes. Report includes review of specific items related to water quality, lake maintenance deficiencies, littoral plant health and population, structural integrity of lake banks, aerator operation and any unauthorized activities in or adjacent to the lakes.	June/July 2025
Littoral Planting Projects	SOP	N/A	Lakes will be identified during the annual Lake audit.	6/1/2025
Stormwater Management Needs Analysis Report	FL Statutes 403.9301 and 403.9302	20 year needs analysis	New legislation that requires the District to analyze its existing stormwater infrastructure necessary to comply with the statutory requirements to create a 20-year needs analysis. 6/30/22 and every five years there after.	6/30/2027
Preserve Fire Reduction Program - Three Year Rotation Program	SOP	N/A	As approved at the June 16, 2021 meeting; project commenced on January 3, 2022 and will continue every three years. Castellano Way Area RMZ-11 of \$14,200.00 to be added to the 3 year rotation project and added to the Fiscal Year 2023/24 Budget	1/1/2025
Phase Three East - Stormwater Pond 74	SOP	N/A	The original issue date was April 16, 2020. Modified May 19, 2022. The duration of the permit is extended until October 7, 2027 per the request to SFWMD. As discussed at the December 6, 2023 meeting; possible extension due to Hurricane Ian of 9/2022 to early 2029. 90 day reminder is included, as reflected. Once the stormwater planning exercise is completed, it will have to be repeated every five years.	1/1/2026 (reminder) 10/7/2027 - deadline March 10, 2029

Ethics Training for Special District Supervisors	112.3142 requirements applied 2024		Supervisors will be required to complete four (4) hours of training each calendar year. For those seated on or before March 31, 2024, the four hours of training must be completed by December 31, 2024. For new Supervisors seated after March 31, 2024, training must be completed by December 31, 2025. Ethics Training Website: https://ethics.state.fl.us/Training/Training.aspx	12/31/2024
Form 1 Filing - Statement of Financial Interest			Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. https://ethics.state.fl.us/ . File by July 1st following each calendar year in which they hold their position.	7/1/2025 annually
Goals, Objectives & Annual Reporting Form	SHB7013 Special Districts Performance Measures and Standards	Publish annually on the District's website	Starting October 1, 2024, or by the end of the first full fiscal year after its creating (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives.	12/1/2025
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	

Bond - Disclosure	Bond Indenture Update	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	<p>Loan payments each April 1 and November 1, commencing May 1, 2022.</p> <p>Section 701(g) The District shall maintain such liability, casualty and other insurance as is reasonable and prudent for similarly situated independent special districts of the State. Within the first six months of each fiscal year (April 1), the District Manager shall file with registered owner of the 2022 Note (the "Owner") a compliance certificate as confirmation of the insurance coverages relating to the 2012 Project, such compliance certificate to include, without being limited thereto, a schedule of all insurance policies required by the Indenture which are then in effect, stating with respect to each policy the name of the insurer, the amount, number, and expiration date, and the hazards and risks covered thereby. Section 701(j) Furnish a copy of the District's audit by June 30 of each year to Owner. Section 701(k) Provide copy of annual budget to Owner within 45 days after commencement of each fiscal year (November 14). Budget must specifically detail the series 2022 assessments and any other special assessment levied by the District w/ respect to such fiscal year. Section 701(l) District shall maintain records with respect to the Series 2022 Assessments which shall be updated as Series 2022 Assessments are collected. The records shall detail Series 2022 Assessments (i) levied to date on a parcel-by-parcel basis, and (ii) collected to date. An annual report setting for the foregoing information will be provided to the Owner at such times, and in such format as the Owner may reasonably request. Section 701 (m) Commencing with the tax roll adopted during calendar year 2022, the District shall provide the Owner the certified assessment roll detailing the Series 2022 Assessments, if any, to be imposed for each tax year within 30 days of the date the such roll becomes available.</p>	April 1, May 1, June 30 November 1, November 14, and 30 days from certification of assessment roll annually
Bonds - Arbitrage	IRS Regulation	IRS - if a rebate is due.	<p>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).</p>	

**MEDITERRA COMMUNITY DEVELOPMENT DISTRICT
STORMWATER PONDS AND APPROXIMATE LOCATION
Last Updated 9.15.2022**

L-1	Monterosso & Villorosi	L-39	Teramo & Positano
L-2	Main Entrance Southside	L-40	Golf Course & Trebbio
L-3	Main Entrance Northside	L-41	Verona
L-4	Golf Course & Savona	L-42	Verona
L-5	Golf Course & Savona	L-43	Golf Course & Verona
L-6	Villorosi	L-44	Verona & Cortile
L-7	Golf Maintenance	L-45N	Cortile
L-8	Golf Course & Milan	L-45S	Cortile
L-9	Golf Course & Trebbio	L-46	Positano
L-10	Golf Course & Trebbio	L-47	Golf Course & Positano
L-11	Benvenuto	L-48	Brendisi
L-11B	Club House	L-49N	Golf Course & Treviso
L-12	Club House	L-49S	Golf Course & Treviso
L-12B	Club House	L-50	Serata, Calabria, and Villalago
L-13	Club House	L-52	Terrazza & Serata
L-14	Golf Course & Cortile	L-53	Amarone & Terrazza
L-15	Golf Course & Cortile	L-54	Golf Course Maintenance
L-16	Milan	L-55	Golf Course Maintenance
L-17	Golf Course & Corsini	L-56	Golf Course & Milan
L-18	Golf Course & Verona	L-57	Padova
L-19	Golf Course & Verona	L-58	Porta Vecchio
L-20	Bello Lago	L-59N	Cortile & Golf Course
L-21	Bello Lago	L-59S	Cortile & Golf Course
L-22	Medici	L-60	Golf Course & Milan
L-23	Golf Course & Corsini	L-61	Golf Course & Trebbio
L-24	Padova	L-62	Treviso
L-25	Padova	L-63	Amarone
L-26	Golf Course & Padova	L-64	Amarone
L-27 & 28	Golf Course & Ravello	L-65	Terrazza
L-29	Golf Course & Bellezza	L-66S	Celebrita & Felicita
L-30	Bellezza & Ravello	L-67	Cellini & Buonasera
L-31	Bellezza	L-68	Lucarno & Felicita
L-32	Porta Vecchio & Bellezza	L-69	Lucarno II, Cellini, and Cabreo
L-33	Porta Vecchio	L-70	Lucarno
L-34	Golf Course & Porta Vecchio	L-71	Lucarno II
L-35	Marcello & Golf Course	L-72	Lucarno II
L-36	Marcello	L-73	Lucarno II & Cabreo
L-37	Marcello	L-74	Lucarno II
L-38	Golf Course & Teramo	L-75	Caminetto
		L-76	Caminetto

**MEDITERRA
COMMUNITY DEVELOPMENT DISTRICT**

**ACTION/AGENDA
OR
COMPLETED
ITEMS**

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.01.18	ACTION	Move "Completed" items 6 months or older from the date moved to completed to the Archive List.	Admin Staff	X		
2	03.03.21	ACTION	Board: Include Mrs. Adams/Mr. Willis/Mr. Greenberg in email requests to Mgt. Mrs. Adams: Respond to requests indicating person who will give info. Mr. Willis: Track all requests.	Board Mrs. Adams Mr. Willis	X		
3	03.03.21	ACTION	Email mtg agenda to Chair 3 days before sending to BOS.	Admin Staff	X		
4	03.03.21	ACTION	Review CDD website for accuracy & notify MCA GM of cancelled meetings/date changes to e-blast to residents.	Mr. Willis	X		
5	04.21.21	ACTION	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
6	04.21.21	ACTION	Add cloud link on website & upload record of proceedings. 11.16.22 Check status & provide update at 02/2024 meeting.	Webmaster	X		
7	01.19.22	ACTION	Work with MCA Manager to ensure Staff has an opportunity to proof communications before they are sent out.	Mr. Adams	X		
8	11.16.22	ACTION	Include Mr. Greenberg in email chain if fire incident happens so he can alert the Board.	Mr. Bowden	X		
9	10.18.23	ACTION	Record Consent to Use of Easement Agmt w Club. 12.06.23: Agmt submitted to The Club for comments/execution.	Mr. Adams	X		
10	02.21.24	ACTION	Take ethics training by 12.31.24. \$49 online course approved.	Board	X		
11	02.21.24	ACTION	Provide Board w/ permit for Permit Extension–Phase 3 East Stormwater Pond 74.	Mr. Adams	X		
12	04.17.24	ACTION	Draft specs for future lake bank remediations.	District Eng	X		
13	05.15.24	ACTION	Aquatics reports to be informative rather than repetitive or boilerplate. Factual reporting is needed, not marketing.	Mrs. Adams	X		
14	05.15.24	ACTION	Provide Mr. Henry w/ breakdown of Debt Service Fund assessments on Pages 9 & 10 of proposed FY25 budget.	Mr. Adams	X		
15	06.20.24	ACTION	Determine if CDD can remediate/ repair if resident causes damage to CDD property, & then enforce reimbursement.	Mr. Haber/ Ms. Willson	X		
16	06.20.24	ACTION	Look into resident report of a pipe floating in the lake.	Mr. Radford	X		
17	06.20.24	ACTION	Obtain proposal for repairs to outfall structures in dry season.	Mr. Zordan	X		
18	08.21.24	ACTION	MRI Proposal #4931 for Lake #6 inlet in Villorosi: Schedule after rainy season.	Mrs. Adams	X		

MEDITERRA CDD

#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
1	02.21.24	ACTION	Send a photograph of bacopa to Board Members.	Mr. Willis		X	04.17.24
2	02.21.24	ACTION	Send the educational brochure re: littorals to Board Members	Mr. Willis		X	04.17.24
3	02.21.24	ACTION	Research Attorney General opinions related to whether Supervisors can discuss possible candidates for upcoming elections without violating the Statute.	Ms. Willson		X	04.17.24
4	03.20.24	ACTION	Inspect the perimeter of Lake 33 to determine if trees and plants at the water's edge are Porta Vecchio's responsibility.	Mr. Willis		X	04.17.24
5	03.20.24	ACTION	Inspect overgrowth of grasses at the end of Cabreo Pond. Ensure that no non-beneficial plants are present, make a work order and inform residents and the Board of the outcome.	Mr. Willis/Staff		X	04.17.24
6	03.20.24	ACTION	Lake Report to be emailed to Mr. Greenberg.	Mrs. Adams		X	04.17.24
7	03.20.24	ACTION	Meet with Mr. Bowden to discuss access to Medici Lake #22.	Mr. Willis		X	04.17.24
8	03.20.24	ACTION/AGENDA	Schedule water quality testing w Tim Denison. Add to Key Activity Dates.	Mr. Adams		X	04.17.24
9	02.21.24	ACTION	Forward General Election forms to Board Members.	Mr. Adams		X	04.17.24
10	03.20.24	ACTION	Engage contractor to cut and drop two dead trees in Conservation Area 4B, upon instruction/payment by Brendisi.	Mr. Willis		X	04.17.24
11	01.16.19	ACTION	Take annual sediment samples only at outfall lakes w/ muck & Lake 35 at same time & reduce water quality samples to once in July except Lake 55 adding Sept., only if issues. Staff: Provide year-over-year nitrogen & phosphorous tables. 01.18.23 Per Mr. Tilton: Being completed February to May.	Mr. Brown		X	06.20.24
12	12.06.23	ACTION/AGENDA	Meet w Anchor Marine. Get lake remediation proposals. 01.17.24: Deferred pending add'l proposals & District Eng approves specs, then share info. Do work after season; homeowners engaged contractors for preliminary work.	Mr. Willis		X	06.20.24
13	04.17.24	ACTION	Draft update to residents: re lakes and upcoming election.	Ms. Gartland		X	06.20.24
14	04.17.24	ACTION	Email Memo re: election requirements & process to BOS.	Mr. Adams		X	06.20.24
15	05.15.24	ACTION	See if Lake 52 bacteria is built into lake contract.	Mrs. Adams		X	06.20.24
16	08.16.23	ACTION	Revisit Lake Audit Report and add ID to each Evaluation Sheet, as well as correct typo in the Memorandum.	Mr. Willis		X	08.21.24

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#	MTG DATE ADDED TO LIST	ACTION OR AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	STAKEHOLDER	ONGOING	COMPLETED	MTG DATE MOVED TO COMPLETED
17	10.18.23	ACTION	Staff to adjust postage line item for FY 2024-2025 budget.	Mr. Adams		X	08.21.24
18	01.17.24	ACTION	Develop evaluation criteria for bidding process.	Board		X	08.21.24
19	02.21.24	BOTH	Publish RFP for fuel load reduction on ROW project.	Mr. Zordan		X	08.21.24
20	03.20.24	ACTION	Evaluate lakes for weeds/invasives, versus beneficial littorals.	Mr. Willis		X	08.21.24
21	05.15.24	ACTION	Obtain a per unit cost for “Fire suppression – cabinets” for budgeting purposes for the next meeting.	Mr. Willis		X	08.21.24
22	05.15.24	ACTION	Include note in budget re replacement of 26 existing cabinets in or adjacent to preserve areas containing fireballs expiring by 2026; cabinets must be enlarged to house replacements.	Mr. Adams		X	08.21.24
23	05.15.24	ACTION	Board wants Declaration Pages or summary chart & for District Counsel to review WHA insurance to ensure coverage is adequate & send a report to Board.	Mr. Adams		X	08.21.24
24	05.15.24	ACTION	Inspect outflow structures & provide pictures & summary at next meeting.	Mr. Zordan		X	08.21.24
25	05.15.24	ACTION	Move Financial Summary Sheet discussion from Unaudited Financials to Staff Reports.	Mr. Adams		X	08.21.24
26	06.20.24	ACTION	Consider revisions to underlining & placement of totals & subtotals on Page 2 of proposed Fiscal Year 2025 budget.	Mr. Adams		X	08.21.24
27	06.20.24	ACTION	Obtain proposal for iguana control.	Mr. Willis		X	08.21.24
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29							
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