

# **MEDITERRA**

## **COMMUNITY DEVELOPMENT DISTRICT**

**January 15, 2025**

## **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**

January 8, 2025

Board of Supervisors  
Mediterra Community Development District

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

Dear Board Members:

The Board of Supervisors of the Mediterra Community Development District will hold a Regular Meeting on January 15, 2025 at 9:00 a.m., in the Bella Vita I Room at the Sports Club at Mediterra, 15735 Corso Mediterra Circle, Naples, Florida 34110. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*3 minutes per speaker*)
3. Chairman's Comments
4. Review of Proposals for Residential Conservation Area Fuel Load Reduction Services
  - A. Respondent: EarthBalance Corporation
  - B. Evaluation/Recommendation
  - C. Authorization to Negotiate and Finalize Contract
5. Discussion/Consideration: Johnson Engineering, LLC Professional Services Supplemental Agreement for Mediterra Lakes Assessment [Cost Analysis for Stormwater System Comprehensive Evaluation]
6. Continued Discussion: Insurance Policy
7. Discussion: Resident Fishing Policy
8. Consideration of Proposal for Lake Erosion [Lakes 71 and 72]
9. Consider Rescheduling May 14, 2025 Meeting Back to May 21, 2025
10. Acceptance of Unaudited Financial Statements as of November 30, 2024
11. Approval of Minutes
  - A. November 20, 2024 Regular Meeting

B. December 4, 2024 Regular Meeting

12. Staff Reports

A. District Counsel: *Kutak Rock LLP*

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

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

- 2024 Operations Financial Impact Analysis
- Breakdown/Summary Report
- Update: Aquatics Report
- NEXT MEETING DATE: February 19, 2025 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	STEPHEN LIGHT	<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

13. Action/Agenda or Completed Items

14. Old Business

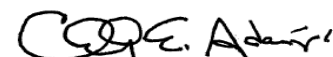
15. Supervisor’s Requests

16. Public Comments (*3 minutes per speaker*)

17. Adjournment

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

Sincerely,

  
Chesley “Chuck” E. Adams, Jr.  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE:**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 229 774 8903**

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

**4A**

# **EARTH BALANCE®**

2570 Commerce Parkway  
North Port, FL 34289  
941.426.7878  
WWW.EARTHBALANCE.COM

## **Proposal**

**Mediterra Community Development District – Residential  
Conservation Area Fuel**

Attention: Mark Zordan  
Johnson Engineering, Inc.  
2122 Johnson Street  
Fort Myers, Florida 33901  
maz@johnsoneng.com

**Proposal Due: January 6, 2025 @ 3:00 P.M.**

Proposal Respondent:  
EarthBalance®  
2570 Commerce Parkway  
North Port, FL 34289  
941.426.7878

Project Manager:  
James Barron  
jbarron@earthbalance.com

**IV. AFFIDAVIT REGARDING PROPOSAL**

STATE OF Florida  
COUNTY OF Sarasota

Before me, the undersigned authority, appeared the affiant, Cristine Borowski, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of V.P. of Business Mgmt for EarthBalance Corporation ("Proposer") and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Mediterra Community Development District's ("District") request for proposals for fuel load reduction services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addenda:

Addendum No. 1 dated December 17, 2024

Addendum No. 1 revised dated December 17, 2024

Addendum No. 2 dated December 20, 2024

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

6. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the

specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 2nd day of January, 2025.

Proposer: Cristine Borowski  
By: Cristine Borowski  
Title: Vice President of Business Management

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2nd day of January, 2025, by Cristine Borowski of EarthBalance Corporation, who is  personally known to me or  who has produced N/A as identification, and  did or  did not take the oath.



BECKY ADAMS  
Notary Public  
State of Florida  
Comm# HH589377  
Expires 12/26/2028

Becky Adams  
Notary Public, State of Florida  
Print Name: Becky Adams  
Commission No.: HH589377  
My Commission Expires: 12/26/2028



**V. PROPOSAL FORMS**

**PROPOSAL FORM  
FOR  
RESIDENTIAL CONSERVATION AREA FUEL LOAD REDUCTION SERVICES**

TO BE SUBMITTED TO:

MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
on or before **January 6, 2025 at 3:00 p.m.** (ET)

TO: Mediterra Community Development District

FROM: EarthBalance Corporation \_\_\_\_\_  
(Proposer)

In accordance with the Request for Proposals for Fuel Load Reduction Services for Mediterra Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary  
Part I – General Information  
Part II – Personnel and Equipment  
Part III – Experience  
Part IV – Pricing  
Part V – Confirmation Form  
Part VI - Affidavit for Integrity in Public Contracting and Purchasing, E-Verity, and Non-Collusion  
Signature Page

**PROPOSAL FORM  
PROPOSAL SUMMARY SHEET**

I, Cristine Borowski REPRESENTING EarthBalance Corporation  
Company and/or Corporation ("Proposer"), agree to furnish the services required in the  
scope/specifications at the following prices:

**I.**

Restoration	Qty.	Unit	Bid Cost
Upland Preserves	<b>10.92</b>	AC	
Hand Trimming and Hand Removal (Section 2.1, 2.1.1 & 2.1.2)	1	LS	\$165,645.00
Other species and Duff layer (Section 2.1.3)	1	LS	\$165,645.00
Upland Preserves Subtotal =			\$331,290.00
Wetland Preserves	<b>15.21</b>	AC	
Hand Trimming and Hand Removal (Section 2.1, 2.1.1 & 2.1.2)	1	LS	\$226,980.00
Other species and Duff layer (Section 2.1.3)	1	LS	\$226,980.00
Wetland Preserves Subtotal =			\$453,960.00
<b>TOTAL</b>			<b>\$785,250.00</b>

**II. Proposer Information**

NAME OF PROPOSER: EarthBalance Corporation

ADDRESS: 2570 Commerce Parkway, North Port, FL 34289

PHONE: (941) 426-7878 FAX: (941) 426-8778

SIGNATURE: *Cristine Borowski*

PRINTED NAME: Cristine Borowski

TITLE: Vice President of Business Management

DATE: January 2, 2025

ESTIMATED DURATION OF WORK: 90 days  
(Not to be greater than 117 days)

**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

• *Proposer General Information:*

Proposer Name EarthBalance Corporation

Street Address 2570 Commerce Parkway

P. O. Box (if any) N/A

City North Port State Florida Zip Code 34289

Telephone (941) 426-7878 Fax no. (941) 426-8778

1st Contact Name James Barron Title Project Manager

2nd Contact Name Erik Sandsmark Title V.P. of Operations

Parent Company Name (if any) N/A

Street Address N/A

P. O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A

2nd Contact Name N/A Title N/A

• *Company Standing:*

Proposer's Corporate Form: Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Florida Date November 1, 1985

Is the Proposer in good standing with that State? Yes  No

If no, please explain N/A

\_\_\_\_\_  
Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes  No

If no, please explain N/A

\_\_\_\_\_  
\_\_\_\_\_

- *What are the Proposer's current insurance limits?*

General Liability	\$ 2,000,000	-
Automobile Liability	\$ 1,000,000	-
Workers Compensation	\$ 1,000,000*	-
Expiration Date	8/23/2025	-
	*4/1/2025	-

- *Licensure* – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

Please see attached Certificate of Status

Please see attached list of Commercial Applicator Licenses

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 2570 Commerce Parkway

P. O. Box (if any) N/A

City North Port State Florida Zip Code 34289

Telephone (941) 426-7878 Fax no. (941) 426-8778

1st Contact Name James Barron Title Project Manager

2nd Contact Name Erik Sandsmark Title V.P. of Operations

- *Proposed Staffing Levels - Fuel load reduction staff will include the following:*

1 \_\_\_\_\_ Supervisors, who will be onsite 6 days per week;  
1 \_\_\_\_\_ Technical personnel, who will be onsite 1 days per week ; and  
11 \_\_\_\_\_ Laborers, who will be onsite 6 days per week.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed.*

- *Technical Personnel - Does the Proposer currently employ any other technical personnel who have expertise in fuel load reduction, or other relevant fields of expertise? Yes  No  If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: James Barron

Position / Certifications: Project Manager/FL Commercial Applicator License & OSHA 30 hr General

Duties / Responsibilities: Project Management

% of Time to Be Dedicated to This Project: 15 %

Please describe the person's role in other projects on behalf of the Proposer:

Project Name/Location: Bayside and Baycreek CDD Maintenance of Water Management Areas; Lee County, FL

Contact: Shane Willis Contact Phone: (239) 259-4299

Project Type/Description: Chemical/Mechanical removal of exotic and invasive vegetation

Duties / Responsibilities: Project Manager/Project Management

Dollar Amount of Contract: \$109,219.44

Proposer's Scope of Services for Project: Two years of semi-annual maintenance of all wetland and wetland prairies, including a treatment of all listed Category I & II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plan Species." In addition, provided annual mangrove trimming of the Spring Creek Tributary

Dates Served: August 2021 - 2023

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes \_\_\_ No  For each subcontractor, please provide the following information (attach additional sheets if necessary):*

Subcontractor Name N/A

Street Address N/A

P. O. Box (if any) N/A

City N/A State N/A Zip Code N/A

Telephone N/A Fax no. N/A

1st Contact Name N/A Title N/A

2nd Contact Name N/A Title N/A

Proposed Duties / Responsibilities: N/A

Please describe the subcontractor's role in other projects on behalf of the Proposer:

Project Name/Location: N/A

Contact: N/A Contact Phone: N/A

Project Type/Description: N/A

Dollar Amount of Contract: N/A

Proposer's Scope of Services for Project: N/A

\_\_\_\_\_

\_\_\_\_\_

Dates Served: N/A

- *Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:*  
E-verify compliant, please see attached MOU

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**OFFICERS**

PROPOSER: EarthBalance Corporation

DATE: January 2, 2025

Provide the following information for key officers of the Proposer and parent company, if any.

NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Sarah J. Laroque	President/CEO	Supporting company's culture, encourages business development and guides operational priorities	North Port, FL
Wade Waltmyer	Sr. V.P. of Investments/ Treasurer	Provides financial oversight for operations and investments	North Port, FL
Erik Sandsmark	V.P. of Operations	Oversees the management of all restoration projects and client relations	Cape Coral, FL
Cristine Borowski	V.P. of Business Mgmt/ Secretary	Responsible for the company's technology, training to new staff, monitors data entry quality control	Port Charlotte, FL
Amy Provencal	V.P. of Finance	Manages accounting and oversees company finances	Lake Suzy, FL
FOR PARENT COMPANY (if applicable)			
N/A			



**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: EarthBalance Corporation

DATE: January 2, 2025

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Erik Sandsmark	V.P. of Operations	Senior Advisor	North Port, FL	5%/0 Days	2 Years	20 Years
James Barron	Project Manager	Project Management	Ft. Myers, FL	15%/1 Day	4 Years	9 Years
Sergio Ortiz Herrejon	Crew Supervisor	Oversee ground crew & herbicide treatment	Arcadia, FL	100%/5 Days	23 Years	23 Years

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: EarthBalance Corporation

DATE: January 2, 2025

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
1	ATV w/ trailer	None	Operations Center; Arcadia, FL
3	Trash cans	None	Operations Center; Arcadia, FL
3	Tarps	None	Operations Center; Arcadia, FL
6	Machetes	None	Operations Center; Arcadia, FL
3	Chainsaws	None	Operations Center; Arcadia, FL
3	Polesaws	None	Operations Center; Arcadia, FL
4	Metal rakes	None	Operations Center; Arcadia, FL

**PROPOSAL FORM  
PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?*  
Yes  No   
*If yes, please provide the following information for each project (attach additional sheets if necessary):*

Please see attached List of Community Development District  
Projects in the Last 2 Years and Select Community Development

Project Name/Location: District Projects in the Last 2 Years

Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Project Type/Description: \_\_\_\_\_

Dollar Amount of Contract: \_\_\_\_\_

Scope of Services for Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dates Serviced: \_\_\_\_\_

- *List the Proposer's total annual dollar value of fuel load reduction services work completed for each of the last three (3) years:*

2024 = \$500,000.00 - \$1,000,000.00

2023 = \$500,000.00 - \$1,000,000.00

2022 = \$500,000.00 - \$1,000,000.00

- *Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.*

Project Name/Location: Merritt Island NWR BIL Fuel Reduction 1; Brevard County, FL

Contact: Stan Howarter Contact Phone: (321) 863-6208

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$499,766.00

How was the project similar to this project? Goal of this project was to reduce hazardous fuel loading on 606 acres.

\_\_\_\_\_

\_\_\_\_\_

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Manually cut down pine and hardwood

trees with a diameter of six inches or greater, and all cabbage palms with a trunk over six feet high. Hardwood stumps were treated with a broadleaf selective herbicide. Pine trees were 'cutter select', leaving 3 mature trees per acre.

List of equipment used on site: Chainsaws with necessary PPE, UTV, and backpack sprayers

List of subcontractors used: N/A

Is this a current contract? Yes  No

Duration of contract: April 2023 - September 2023

• *(Information regarding similar projects – continued)*

Project Name/Location: Fuel Reduction Phase 2 Merritt Island NWR; Brevard County; FL

Contact: Stan Howarter Contact Phone: (321) 863-6208

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$175,525.00

How was the project similar to this project? Goal of this project was to reduce hazardous fuel loading on 595 acres.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Manually cut down pine and hardwood trees with a diameter of six inches or greater, and all cabbage palms with a trunk over six feet high. Hardwood stumps were treated with a broadleaf selective herbicide. Pine trees were 'cutter select', leaving 3 mature trees per acre.

List of equipment used on site: Chainsaws with necessary PPE, Swamp Buggy, UTV, and backpack sprayers, and spray bottles.

List of subcontractors used: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes \_\_\_ No

Duration of contract: February 2024 - April 2024  
\_\_\_\_\_

• *(Information regarding similar projects – continued)*

Project Name/Location: Little Gator Creek Hardwood Treatment; Pasco County, FL

Contact: Stevee Brinkley Contact Phone: (352) 697-3655  
\_\_\_\_\_

Project Type/Description: Fuel Reduction  
\_\_\_\_\_

Dollar Amount of Contract: \$86,100.00  
\_\_\_\_\_

How was the project similar to this project? Goal of this project was to reduce hzardous fuel loading on 42 acres.  
\_\_\_\_\_  
\_\_\_\_\_

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Manually cut and treat all sapling oaks and sweetgums up to 5-inches.  
\_\_\_\_\_  
\_\_\_\_\_

List of equipment used on site: Chainsaws with necessary PPE and backpack sprayers  
\_\_\_\_\_  
\_\_\_\_\_

List of subcontractors used: N/A  
\_\_\_\_\_  
\_\_\_\_\_

Is this a current contract? Yes \_\_\_ No

Duration of contract: October 2023 - November 2023  
\_\_\_\_\_

- *(Information regarding similar projects – continued)*

Project Name/Location: Walton Ranch Mulching

Contact: Chris Meyer Contact Phone: (941) 228-04774

Project Type/Description: Fuel Reduction

Dollar Amount of Contract: \$28,850.00

How was the project similar to this project? Goal of this project was to reduce hazardous fuel loading on 35 acres.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Mulching downed tree debris, brush, tree limbs, and debris piles on site. Larger trunks and limbs were taken to existing piles in pastures on Ranch and placed on top. No downed cabbage palms were mulched, instead moved to the piles in the pastures. Shredded vegetation was no more than 2.5 ft long and 2 inches in diameter.

List of equipment used on site: Mulcher and skidsteer

List of subcontractors used: N/A

Is this a current contract? Yes  No

Duration of contract: July 2023 - October 2023

- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any fuel load reduction contract within the past 5 years? Yes  No  For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: N/A

Contact: N/A Contact Phone: N/A

Project Type/Description: N/A

Dollar Amount of Contract: N/A

Scope of Services for Project: N/A

\_\_\_\_\_

Dates Serviced: N/A

Reason for Termination: N/A

\_\_\_\_\_

\_\_\_\_\_

- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years?* Yes  No

If yes, please describe each violation, fine, and resolution i. Violation of 29 CFR 1910.151(b): No infirmary/clinic/hospital near proximity to the workplace nor a person adequately trained to render first aid/\$9,216.00/CPR/First Aid training for all personnel. and ii. Violation of OSH ACT of 1970 Section (5)(a)(1): Employer did not furnish place of employment free from hazards to employees/\$9,216.00/Heat stress training for all personnel.

What is the Proposer's current worker compensation rating? 0.64

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes  No

If yes, please describe each incident N/A

\_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts?* Yes  No  If yes, please provide:

The names of the entities N/A

The state(s) where barred or suspended N/A

The period(s) of debarment or suspension N/A

Also, please explain the basis for any bar or suspension:

N/A

\_\_\_\_\_

\_\_\_\_\_

- List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years? Yes ( ) No (✓) If yes, provide the following:

Identify the Case # and Tribunal: N/A \_\_\_\_\_

Describe the Nature of the Action: N/A \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe the Proposer's Role in the Action and Describe the Status and/or Resolution:

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_

- Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors executed an assignment for the benefit of creditors within the past 10 years? Yes ( ) No (✓) If yes, please explain:

N/A  
 \_\_\_\_\_



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- *Has the Proposer or any of its affiliates (parents or subsidiaries), or any of the Proposer's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation (e.g., failing to pay subcontractors or materialmen) within the past 10 years? Yes ( ) No (✓) If yes, please explain:*

N/A

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**PROPOSAL FORM  
PART V – CONFIRMATION FORM**

**RESIDENTIAL CONSERVATION AREA FUEL LOAD REDUCTION SERVICES  
FOR MEDITERRA COMMUNITY DEVELOPMENT DISTRICT**

Submit the completed Confirmation Form with the Proposal Form confirming that the Bidder has received the Bid Documents and that they are legible, usable and complete.

EarthBalance Corporation

Contractor/Bidder Name

2570 Commerce Parkway, North Port, FL 34289

Complete Physical Address

2570 Commerce Parkway, North Port, FL 34289

Complete Mailing Address

Cristine Borowski, Vice President of Business Management

Individual Contractor/Bidder Name Representative and Title

(941) 426-7878

Office/Work Phone Number

(941) 769-3042

Cell/Mobile Phone Number

(941) 426-8778

Fax Number

nhults@earthbalance.com

Email Address



Signature

By signing and executing this form, Bidder confirms they have received the Bid Documents and that they are legible, usable and complete.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	<b>CONTACT NAME:</b> Certificates/Commercial Lines <b>PHONE (A/C, No. Ext):</b> 727-522-7777 <b>FAX (A/C, No.):</b> 727-521-2902 <b>E-MAIL ADDRESS:</b> certificates@w3ins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> EarthBalance Corporation dba Earthbalance 2570 Commerce Parkway North Port FL 34289	<b>INSURER A:</b> Westchester Surplus Lines Ins. Co.	NAIC # 10172
	<b>INSURER B:</b> Amerisure Ins. Co.	19488
	<b>INSURER C:</b> ACE Property & Casualty Ins. Co.	20699
	<b>INSURER D:</b> Travelers Excess & Surplus Lines Co.	29696
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 833703196      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Primary Non Cont		G47421184002	8/23/2024	8/23/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 15,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		H08834699002	8/23/2024	8/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$		G47421226002	8/23/2024	8/23/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC20984660901	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER U.S.L.H. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	<input type="checkbox"/> Professional / Pollution Liab <input checked="" type="checkbox"/> Retro Date 2/18/1997 <input checked="" type="checkbox"/> Excess Liab - Travelers		G47421184002 EX8T01445424NF	8/23/2024 8/23/2024	8/23/2025 8/23/2025	Each Claim/Aggregate \$2M/\$2M Deductible 15,000 Per Occurrence/Aggreg \$3M/\$3M

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 USL&H is included in the workers compensation policy listed above. Jones Act is included on the Commercial Watercraft policy issued by Travelers Property Casualty Company of America, policy #ZOH11P5927416ND.

<b>CERTIFICATE HOLDER</b>  Information Only 2570 Commerce Parkway North Port FL 34289	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Balance Sheet

Thursday, January 2, 2025

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EarthBalance

As of period 11/30/2024

## Balance

Assets		
1000.000	Petty Cash	700.00
1017.000	Synovus Checking Account	19,476.81
1019.000	Vanguard Brokerage Account	448,350.92
1020.000	PNC Operating Account	860,395.51
1021.000	PNC Payroll Account	(873.79)
1022.000	PNC Money Market Account	254,876.57
	<b>Subtotal</b>	<b>1,582,926.02</b>
1100.000	Accounts Receivable	3,388,698.91
1101.000	Nursery Accounts Receivable	33,572.89
1102.000	Parrish Nursery Accounts Receivable	26,533.92
1103.000	A/R Retainage	345,867.84
1108.000	Accrued Receivables	255,697.37
1110.000	Allowance for Uncollectible AR	(25,000.00)
1119.000	Prepaid Insurance	692,640.79
1120.000	Prepaid Expenses	411,042.64
	<b>Subtotal</b>	<b>5,129,054.36</b>
1201.000	Nursery Inventory	758,525.13
1202.000	Chemical Inventory	214,347.97
1203.000	Parrish Nursery Inventory	478,706.54
1270.000	Safety Inventory	6,803.39
1275.000	Small Tools & Supplies	43,178.62
	<b>Subtotal</b>	<b>1,501,561.65</b>
1300.000	Office & Furniture	207,560.05
1302.000	Computer Equipment/Software	719,730.86
1304.000	Project Equipment	1,845,233.91
1308.000	Boats & Trailers	885,624.84
1310.000	Autos & Trucks	3,330,011.38
1313.000	Leasehold Improvements - North Port	247,848.77
1314.000	Leasehold Improvements - Lockett	2,442.00
1316.000	Leasehold Improvements - St Cloud	3,390.00
1318.000	Website & Marketing	90,489.30
1320.000	Nocatee Equipment	128,720.54
1321.000	Parrish Equipment	68,775.00
1323.000	Parrish Property	45,305.00
1324.000	Parrish Property Improvements	20,840.74
1325.000	Nocatee Property	196,903.21
1326.000	Nocatee Property Improvements	2,273,623.47
1350.000	Accumulated Depreciation	(4,788,633.83)
1360.000	Right of Use Lease (Finance)	844,715.98
1365.000	Finance Lease Accumulated Amortization	(476,555.87)
1370.000	Right of Use Lease (Operating)	317,071.71
1375.000	Operating Lease Accumulated Amortization	(128,635.21)
	<b>Subtotal</b>	<b>5,327,461.86</b>
1401.000	Investment In Myakka Mitbank	878,617.29
1405.000	Investment in Earthbalance Capital LLC	2,238,507.62
	<b>Subtotal</b>	<b>3,117,124.91</b>
1504.000	Security & Rent Deposits	26,495.65
1515.000	Loan Costs	20,805.57
1516.000	Accumulated Amortization	(16,005.32)
1521.000	Note Receivable - EB ESOP	611,898.44
1522.000	Note Receivable - EB ESOP Loan 2	108,123.94
1523.000	Note Receivable - EB ESOP Loan 3	148,015.60
	<b>Subtotal</b>	<b>899,333.88</b>

## Balance

Total Assets 17,557,462.68	
<b>Liabilities</b>	
2000.000	Accounts Payable 520,500.01
2000.001	Visa Credit Card Payable (114.81)
2000.002	PNC Visa Credit Card Payable 127,363.51
2003.000	Salaries Payable 114,054.77
2005.000	Retainer 20,026.00
2006.000	Nursery Customer Deposits 1,504.24
2006.100	Parrish Nursery Customer Deposits 12,212.03
2008.000	ESOP Contribution Payable 802,083.37
2011.000	Accrued Work.Comp.Insur. 5,764.00
2012.000	Insurance Payable 517,093.43
2015.000	FICA Payable (3.28)
2016.000	FIT Withheld (2.58)
2018.000	Sales Tax Payable 3,012.15
2019.000	ESOP PAC Contribution Payable 88.00
2020.000	FUTA Payable 188.62
2025.000	SUTA Payable 119.50
2026.000	401(k) Retirement Plan (117.99)
2028.000	Employee Expenses (586.45)
2029.000	Roth 401(k) (112.11)
2045.000	Open PO Accrued Expense 3,143.24
2050.000	Accrued Expenses 396,440.17
2050.035	Accrued Expenses-Temporary Labor 144,117.09
2051.000	Accrued Expenses - FL DMS Fees 24,068.44
2069.000	FSA Liability (1,336.33)
	<b>Subtotal 2,689,505.02</b>
2140.000	Finance Lease - North Port Office 447,105.08
2143.000	Finance Lease - Canon Copiers 37,677.60
2150.000	Operating Lease - St Cloud Office (5,424.57)
2151.000	Operating Lease - St Cloud Warehouse 11,911.08
2152.000	Operating Lease - Ft. Myers Warehouse 69,622.99
2153.000	Operating Lease - Green Seasons Nursery 107,068.88
	<b>Subtotal 667,961.06</b>
2235.000	ALLY COV 1320 - 2018 Ford F150 413.70
2237.000	FMCC COV - 1531 2021 Ford F150 24,596.16
2238.000	Ally COV - 1576 2023 Dodge Ram 38,295.99
	<b>Subtotal 63,305.85</b>
2301.000	Note Payable - Green Seasons Nursery 39,123.34
2310.000	PNC Loan 18 Nocatee Mortgage 54,325.39
2360.000	PNC Paycheck Protection Program Loan 55,155.37
2365.000	PNC Equipment Line of Credit 109,916.86
	<b>Subtotal 258,520.96</b>
2999.000	Other Liability 11,228.93
	<b>Subtotal 11,228.93</b>
	<b>Total Liabilities 3,690,521.82</b>
<b>Net Worth</b>	
3000.000	Common Stock 6,081.00
3001.000	Treasury Stock (2,797,260.00)
3002.000	Paid in Capital 1,234,207.87
3006.000	Acctg Principle Chg (Cumulative Effect) (131,435.39)
3010.000	Retained Earnings 12,824,654.44
3020.000	Current Year Profit and Loss 2,730,692.94
	<b>Subtotal 13,866,940.86</b>
	<b>Total Net Worth 13,866,940.86</b>
	<b>Total Liabilities and Net Worth 17,557,462.68</b>

# Income Statement

Thursday, January 2, 2025

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EarthBalance

As of period 11/30/2024

		Current	% of Rev Current	Year-to-Date	% of Rev YTD
<b>Revenue</b>					
4000.000	Revenue	1,767,917.00	86.56%	22,941,975.04	82.24%
4001.000	Nursery Revenue	182,068.19	8.91%	4,632,852.48	16.61%
	<b>Subtotal</b>	<b>1,949,985.19</b>	<b>95.48%</b>	<b>27,574,827.52</b>	<b>98.85%</b>
4100.000	Rcim. Expense Income	3,774.13	.18%	128,620.62	.46%
	<b>Subtotal</b>	<b>3,774.13</b>	<b>.18%</b>	<b>128,620.62</b>	<b>.46%</b>
4400.000	Myakka Mitbank Mgt Fees	6,679.40	.33%	68,730.20	.25%
	<b>Subtotal</b>	<b>6,679.40</b>	<b>.33%</b>	<b>68,730.20</b>	<b>.25%</b>
4505.000	EIP Sales Commission	81,932.50	4.01%	124,262.50	.45%
	<b>Subtotal</b>	<b>81,932.50</b>	<b>4.01%</b>	<b>124,262.50</b>	<b>.45%</b>
	<b>Total Revenue</b>	<b>2,042,371.22</b>	<b>100.00%</b>	<b>27,896,440.84</b>	<b>100.00%</b>
<b>Reimbursables</b>					
5005.000	Reim. Direct Exp			2,229.00	.01%
5005.003	Reim. Direct Exp - Chemical			129.33	
5005.004	Reim. Direct Expense -Lodging/PerDiem			35.87	
5005.005	Reim. Direct Exp - Other	3,831.94	.19%	117,014.09	.41%
5006.000	Reim. Outside Services			2,412.00	.01%
	<b>Subtotal</b>	<b>3,831.94</b>	<b>.19%</b>	<b>117,821.19</b>	<b>.42%</b>
5302.000	Nursery Retail Sales COS	53,077.91	2.60%	689,092.12	2.47%
	<b>Subtotal</b>	<b>53,077.91</b>	<b>2.60%</b>	<b>689,092.12</b>	<b>2.47%</b>
5402.000	Nursery Internal Sales COS	37,028.48	1.81%	1,832,636.36	6.57%
	<b>Subtotal</b>	<b>37,028.48</b>	<b>1.81%</b>	<b>1,832,636.36</b>	<b>6.57%</b>
	<b>Total Reimbursables</b>	<b>93,938.33</b>	<b>4.60%</b>	<b>2,639,549.67</b>	<b>9.46%</b>
	<b>Revenue Less Reimbursables</b>	<b>1,948,432.89</b>	<b>95.40%</b>	<b>25,256,891.17</b>	<b>90.54%</b>
<b>Directs</b>					
5007.000	Chem Inventory Adjustment	(10,161.50)	-.50%	(15,115.15)	-.05%
5020.000	Direct Salaries	364,966.90	17.87%	3,620,054.81	12.98%
5021.000	Nursery Inventory Adjustment	(187,604.26)	-9.19%	(2,616,820.37)	-9.38%
	<b>Subtotal</b>	<b>167,201.14</b>	<b>8.19%</b>	<b>988,119.29</b>	<b>3.54%</b>
5500.001	Direct Exp - EB Plants	70,555.00	3.45%	3,197,310.03	11.46%
5500.002	Direct Exp - Outside Plants	58,248.20	2.85%	1,019,739.88	3.66%
5500.003	Direct Exp - Chemical	76,387.02	3.74%	723,377.61	2.59%
5500.004	Direct Exp - Lodging/PerDiem/Travel	46,303.12	2.27%	707,542.01	2.54%
5500.005	Direct Exp - Other Direct	149,015.85	7.30%	2,406,560.87	8.63%
5500.006	Direct Exp - Leased Personnel	321,083.44	15.72%	3,965,556.42	14.22%
5500.007	Nursery Leased Personnel	66,633.44	3.26%	740,701.98	2.66%
5500.008	Direct Exp - Commission Expense	28,675.33	1.40%	43,490.84	.16%
	<b>Subtotal</b>	<b>816,901.40</b>	<b>40.00%</b>	<b>12,804,279.64</b>	<b>45.90%</b>
	<b>Total Directs</b>	<b>984,102.54</b>	<b>48.18%</b>	<b>13,792,398.93</b>	<b>49.44%</b>
	<b>Revenue Less Reimbursables, Directs</b>	<b>964,330.35</b>	<b>47.22%</b>	<b>11,464,492.24</b>	<b>41.10%</b>
<b>Indirects</b>					
6004.000	Marketing	16,812.47	.82%	217,955.31	.78%
6004.001	Membership Dues	2,519.41	.12%	24,273.75	.09%
6004.002	Internal Marketing/Culture Committee	2,923.91	.14%	13,709.84	.05%
6005.000	Lodging/Travel	7,420.68	.36%	64,919.67	.23%
6006.000	Food	2,175.47	.11%	22,853.66	.08%
6010.000	Fuel	28,974.56	1.42%	374,252.18	1.34%
6017.000	Amortization - Finance Lease	6,761.55	.33%	60,072.86	.22%
6018.000	Amortization - Operating Lease	9,986.35	.49%	109,769.10	.39%
6019.000	Amortization - Loan Cost	245.40	.01%	2,904.95	.01%
6020.000	Depreciation	78,761.45	3.86%	778,776.83	2.79%
6029.000	Life Insurance - Officers	930.87	.05%	10,891.70	.04%
6030.000	Health Insurance	35,432.77	1.73%	325,941.48	1.17%
6031.000	General Insurance	81,400.92	3.99%	793,375.06	2.84%

		Current	% of Rev Current	Year-to-Date	% of Rev YTD
6032.000	Workers Comp Insurance	5,764.00	.28%	68,916.53	.25%
6035.000	Interest Expense	1,959.61	.10%	32,414.76	.12%
6036.000	Interest Expense - Finance Lease	2,612.71	.13%	23,764.83	.09%
6041.000	Professional and Consulting	7,350.00	.36%	129,314.91	.46%
6045.000	Workshops/Training	3,025.00	.15%	22,386.73	.08%
6053.000	ESOP Contribution	72,916.67	3.57%	802,083.37	2.88%
6061.000	Field Supplies	33,719.28	1.65%	592,284.97	2.12%
6061.001	Supplies - Nursery Soil	13,363.15	.65%	129,637.02	.46%
6063.000	Safety Supplies	2,900.13	.14%	25,042.23	.09%
6065.000	Rent	221.00	.01%	6,225.48	.02%
6068.000	Lease Expense - CAM & Other	3,127.73	.15%	32,724.42	.12%
6070.000	Maintenance and Repairs	26,464.97	1.30%	332,054.01	1.19%
6072.000	Lease/Rental Equipment	(1,271.93)	-.06%	17,123.12	.06%
6073.000	Licenses	650.32	.03%	8,291.64	.03%
6074.000	Phone	4,177.62	.20%	48,517.42	.17%
6075.000	Utilities	5,344.32	.26%	55,182.80	.20%
6077.000	Postage & Shipping	3,411.88	.17%	32,484.39	.12%
6080.000	Office Expense	4,896.18	.24%	58,405.87	.21%
6082.000	Leased Personnel	1,571.67	.08%	27,138.27	.10%
6085.000	Payroll Tax	32,326.68	1.58%	373,616.37	1.34%
6086.000	Taxes - Property and Other	1,875.00	.09%	12,011.92	.08%
	<b>Subtotal</b>	<b>500,751.80</b>	<b>24.52%</b>	<b>5,639,317.45</b>	<b>20.22%</b>
6115.000	Technology	24,620.51	1.21%	274,274.76	.98%
6120.000	Salaries and Wages	201,146.53	9.85%	2,231,416.93	8.00%
6121.000	Employee Benefits	2,696.79	.13%	25,306.48	.09%
6126.000	401(k) Matching Contribution	7,951.00	.39%	88,219.93	.32%
6135.000	Employee Bonus	31,250.00	1.53%	343,750.00	1.23%
	<b>Subtotal</b>	<b>267,664.83</b>	<b>13.11%</b>	<b>2,962,968.10</b>	<b>10.62%</b>
6902.000	Burdened Rate Credit	(97,862.25)	-4.79%	(1,233,404.24)	-4.42%
	<b>Subtotal</b>	<b>(97,862.25)</b>	<b>-4.79%</b>	<b>(1,233,404.24)</b>	<b>-4.42%</b>
	<b>Total Indirects</b>	<b>670,554.38</b>	<b>32.83%</b>	<b>7,368,881.31</b>	<b>26.42%</b>
	<b>Total Operating Expenses</b>	<b>1,748,595.25</b>	<b>85.62%</b>	<b>23,800,829.91</b>	<b>85.32%</b>
	<b>Total Operating Profit/Loss</b>	<b>293,775.97</b>	<b>14.38%</b>	<b>4,095,610.93</b>	<b>14.68%</b>
	<b>Other Charges</b>				
4610.000	Partnership Inc - Myakka MB	(32,725.66)	-1.60%	(327,404.11)	-1.17%
	<b>Subtotal</b>	<b>(32,725.66)</b>	<b>-1.60%</b>	<b>(327,404.11)</b>	<b>-1.17%</b>
4750.000	Miscellaneous Income	1,968,414.33	96.38%	1,882,960.26	6.75%
4760.000	(Gain) Loss on Disposal of Assets	(17,503.97)	-.86%	(112,795.61)	-.40%
4770.000	Interest Income	(9,314.39)	-.46%	(77,842.55)	-.28%
	<b>Subtotal</b>	<b>1,941,595.97</b>	<b>95.07%</b>	<b>1,692,322.10</b>	<b>6.07%</b>
	<b>Total Other Charges</b>	<b>1,908,870.31</b>	<b>93.46%</b>	<b>1,364,917.99</b>	<b>4.89%</b>
	<b>Total Profit/Loss</b>	<b>(1,615,094.34)</b>	<b>-79.08%</b>	<b>2,730,692.94</b>	<b>9.79%</b>

# *State of Florida*

## *Department of State*

I certify from the records of this office that EARTHBALANCE CORPORATION is a corporation organized under the laws of the State of Florida, filed on November 4, 1985, effective November 1, 1985.

The document number of this corporation is H84315.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on October 22, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-second day of October,  
2024*



A handwritten signature in black ink, appearing to be "J. B. J.", written over a horizontal line.

*Secretary of State*

Tracking Number: 6187969340CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# COMMERCIAL APPLICATORS LICENSES

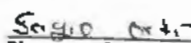
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM21738

ORTIZ, SERGIO HERREJON

Categories  
21

Issued: May 17, 2024

Expires: June 30, 2028

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

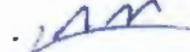
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM22689

SERVISS, CALVIN JACOB

Categories  
21

Issued: February 7, 2022

Expires: January 31, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM27940

ALVAREZ ARTEAGA, ROSE LUIS

Categories  
21

Issued: April 26, 2023

Expires: April 30, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23947

CEKDA, ALVARO LANA  
2570 COMMERCE PKWY  
NORTH PORT, FL 34289

Categories  
21

Issued: November 28, 2023

Expires: December 31, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

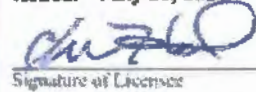
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM17292


HENSEL, CHRISTINA MARIE

Categories  
21, 6, 5A, 2, 3

Issued: May 20, 2021

Expires: June 30, 2025

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

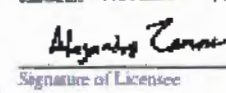
Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23887

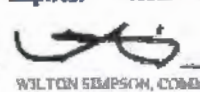
ZAMORA, ALEJANDRO

Categories  
21, 6

Issued: November 9, 2023

Expires: October 31, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM26848

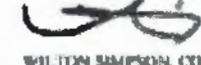
BARRON AL TAMIRANG, ENRIQUE  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
21, 6

Issued: April 19, 2023

Expires: April 30, 2027

  
Signature of Licensee

  
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM25261

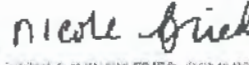
BARRON, JAMES  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289

Categories  
21, 6

Issued: February 1, 2022

Expires: January 31, 2026

  
Signature of Licensee

  
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

# COMMERCIAL APPLICATORS LICENSES

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM20664

LAROQUE, JAMES ANDERSON  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289  
Categories  
21

Issued: October 25, 2022 Expires: September 30, 2026

   
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM23255

BANDA, JUAN J  
Categories  
21

Issued: December 2, 2022 Expires: November 30, 2026

   
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM22735

DURNICK, WILLIAM D  
Categories  
5A, 21, 6

Issued: March 11, 2022 Expires: February 28, 2026

   
Signature of Licensee WILLIAM DURNICK (Mar 14, 2022 12:43 EDT) NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM24583

ORTIZ, JUAN CARLOS  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289  
Categories  
21

Issued: February 12, 2024 Expires: March 31, 2028

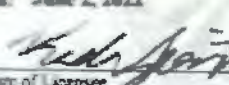
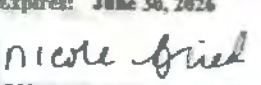
   
Signature of Licensee WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM27588

KWINT, KYLE  
2570 COMMERCE PARKWAY  
NORTH PORT, FL 34289  
Categories  
6

Issued: June 2, 2022 Expires: June 30, 2026



   
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM28194

OGBURN, EVAN  
Categories  
21, 5A

Issued: November 8, 2023 Expires: November 30, 2027

   
Signature of Licensee WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM28667

ARBUCKLE, LOGAN JAMES  
Categories  
21

Issued: September 7, 2024 Expires: September 30, 2028

   
Signature of Licensee WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the EarthBalance Corporation (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS**

##### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 346397

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

Company ID Number: 346397

**Approved by:**

<b>Employer</b> EarthBalance Corporation	
<b>Name (Please Type or Print)</b> Karen F Burnett	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2010
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/27/2010

Company ID Number: 346397

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	EarthBalance Corporation
Company Facility Address	2570 Commerce Pkwy North Port, FL 34289
Company Alternate Address	
County or Parish	SARASOTA
Employer Identification Number	592612208
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 346397

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

FLORIDA                      1 site(s)

Company ID Number: 346397

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Melanie M Cortes  
Phone Number (941) 426 - 7878 ext. 226  
Fax Number (941) 296 - 8283  
Email Address mcortes@earthbalance.com

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**ERIK SANDSMARK, SR. ADVISOR/V.P. OF OPERATIONS**

**BACKGROUND** Mr. Erik Sandmark joined the EarthBalance® team in 2006 and has extensive knowledge in plant species identification, maintenance, and monitoring. He has spent almost two (2) decades working within Florida ecosystems, managing and overseeing multiple ecosystem restoration projects at once with clients ranging from the private, local, state, and federal sector. His understanding of ecosystem functions results in innovative and cost-effective ecosystem restoration, achieving desired environmental benefits.

Mr. Sandmark is responsible for administering everyday operations, setting strategic goals, supervising and motivating staff, and implementing organizational policies. Having started at EarthBalance® as a Project Manager, his years of experience bring strong strategic acumen, a deep understanding of basic management concepts, analytical problem-solving skills, impeccable attention to detail, the ability to formulate cross-functional collaborations, and accelerate operational enhancements. He works closely with Project Managers and the Project Coordinator, monitoring operations and reviewing operations reports; identifying and correcting problems and potential issues; and developing operational strategies, creating operations budgets and monitoring costs.

**EDUCATION** FL GULF COAST UNIVERSITY — FORT MYERS, FL — BA, ENVIRONMENTAL STUDIES

**SKILLS & ABILITIES** Operations Enhancements - Quality Improvements – Team Leadership - Staff Development – Project Management – Strategic Initiatives Implementation

- LICENSES & CERTIFICATIONS**
- Florida Department of Environmental Protection Qualified Stormwater Management Inspector
  - American Red Cross Adult First Aid/CPR/AED

**EXPERIENCE**

**LEITNER CREEK MAINTENANCE & CLEANING PROJECT**

Senior Advisor providing the support necessary for the removal of snags and debris that blocked the flow in the creek deposited by Hurricane Irma. Work entailed trimming, treating and removing accumulated nuisance vegetation as well as the removal of non-vegetative debris (i.e. appliances, shopping carts, tires) located from the top of the bank down to and including items in the water.

**OK SLOUGH WMA EXOTICS TREATMENT**

Senior Advisor providing supervision and support for treatment sweeps of all Category I and II plant species listed on the 2013 Florida Exotic Pest Plant Council's (FLEPPC) "List of Invasive Plant Species" on approximately 1,719 acres of flatwoods in Okaloacoochee Slough Wildlife Management Area located in Hendry County, FL.

**TEN THOUSAND ISLANDS NATIONAL WILDLIFE REFUGE EXOTIC CONTROL**

Senior Advisor providing the support and supervision for the treatment of all Category I and II species on the FLEPPC "List of Invasive Plant Species" on approximately 376 acres of refuge in the Northern Marsh of the Ten Thousand Island NWR between Marco Island and Everglades City, Florida.

**PELICAN BAY LAGOON, EAGLE LAKES PARK AND SCWRF MAINTENANCE**

Senior Advisor providing the support and supervision for the treatment of all Category I and II species on the FLEPPC "List of Invasive Plant Species" within the Pelican Bay Lagoon (PBL), South County Water Reclamation Facility (SCWRF) preserve, and the Eagle Lakes Park (ELP) conservation and buffer preserve areas in Naples, Florida. PBL required mechanical removal of invasive vegetation, followed by two (2) semi-annual herbicide events on the 1.5-acre wetland. SCWRF received two (2) semi-annual herbicide events on the 16-acre forested preserve. ELP received two (2) semi-annual events with the 21-acre conservation areas on the western quadrant, as well as two (2) semi-annual herbicide event with the 5-acre buffer.



## JAMES BARRON, PROJECT MANAGER (PRIME)

**BACKGROUND** Mr. James Barron effectively manages the efficient and accurate completion of large-scale ecosystem restoration projects in some of the most vulnerable ecosystems in Florida, including Corkscrew Swamp Sanctuary and Big Cypress National Preserve, Congressionally designated wilderness, part of the Great Florida Birding and Wildlife Trail. He has proven competency in ecosystem restoration and invasive species management. Mr. Barron has extensive knowledge in various treatment methods and patterns, the identification of exotic plant species and how to differentiate them from lookalike native plant species. He manages and schedules his projects with the use of Deltek VantagePoint software, resulting in superior project performance, meeting all contract requirements.

**EDUCATION** ALLEGHENY COLLEGE — MEADVILLE, PA — BS, ENVIRONMENTAL GEOLOGY  
BS, ENVIRONMENTAL SCIENCE

- LICENSES & CERTIFICATIONS**
- State of Florida Commercial Applicator License – Aquatic and Natural Areas
  - American Red Cross First Aid/CPR/AED
  - OSHA 30hr General Industry

### PROJECT EXPERIENCE

#### **BAYSIDE AND BAY CREEK CDD MAINTENANCE OF WATER MANAGEMENT AREAS**

Project Manager for two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and wetland prairies of Bayside Improvement and Bay Creek Community Development Districts in Lee County, Florida. In addition, provided annual mangrove trimming of the Spring Creek tributary and removal of weeds, exotics and other nuisance vegetation from littoral zones.

#### **CATALINA AT WINKLER 2023 PRESERVE MAINTENANCE**

Project Manager for one year of quarterly treatments of all listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive Plant Species" on 21 acres of preserve at Catalina at Winkler Preserve Community Development District in Lee County, Florida.

#### **WILDBLUE 2022-2024 MAINTENANCE OF WATER MANAGEMENT AREAS**

Project Manager for two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and conservation areas of WildBlue Community Development District. In addition, provided the removal of weeds, exotics and other nuisance vegetation from littoral zones.

#### **MERRITT ISLAND NATIONAL WILDLIFE REFUGE S-BAND MELALEUCA REMOVAL**

Project Manager for the ongoing maintenance treatment of melaleuca (*Melaleuca quinquenervia*) on 235 acres of Merritt Island National Wildlife Refuge in Brevard and Volusia Counties, Florida. Work was completed by a six-man crew utilizing backpack sprayers.

#### **HOLEY LAND WMA TOE OF THE BOOT EXOTIC PLANT CONTROL**

Project Manager for both initial and ongoing maintenance treatment of Old-World climbing fern (*Lygodium microphyllum*) and Brazilian pepper (*Schinus terebinthifolia*) on 440 acres of the Toe of the Boot unit within Holey Land WMA in Palm Beach County, Florida. Work was completed by a six-man crew utilizing chainsaws, a Marsh Master, 50-gallon spray rig, and backpack sprayers.



**SERGIO ORTIZ HERREJON, CREW SUPERVISOR**

**BACKGROUND** Mr. Sergio Ortiz Herrejon has been with EarthBalance® since 2001 and provides a comprehensive experience in preserve stewardship, including implementation and maintenance of habitat restoration projects, including resource management methods, biological processes, and vegetation sampling, as well as invasive species control using mechanical and chemical techniques. As Crew Supervisor (APM), Mr. Herrejon supports Project Managers through project implementation, technical supervision, and quality assurance for ecosystem restoration projects of various sizes and complexities. For this contract, Mr. Herrejon will provide onsite leadership and direction to team leaders and crew, overseeing all control activities and safety on worksites. He is familiar with and ensures adherence to any and all federal, state, or local safety regulations pertaining to aquatic and terrestrial invasive plant control operations, as well as performing work in accordance with the Work, Safety, and Quality Control Plan. Mr. Herrejon shall always be at the worksite while on-site work activities are being conducted to facilitate communication, daily work priorities, accountability of performance standards, and to ensure receipt of deliverables.

**TRAINING** **JOB SITE AND EQUIPMENT SAFETY – CHAINSAW OPERATION - AIRBOAT OPERATIONS**

**SKILLS & ABILITIES** Bilingual - Field Identification – Current Control Techniques & Technology - Appropriate Herbicide Labeling – SDSs – Permit Conditions – Data Organization & Record Keeping – GPS Mapping – Threatened & Endangered Flora & Fauna – UTVs

**LICENSES & CERTIFICATIONS**

- State of Florida Commercial Applicator License – Natural Areas
- American Red Cross First Aid/CPR/AED

**EXPERIENCE**

**BAYSIDE AND BAY CREEK CDD MAINTENANCE OF WATER MANAGEMENT AREAS**

Crew supervisor for two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council’s (FISC) 2023 “List of Invasive Plant Species” within the wetland and wetland prairies of Bayside Improvement and Bay Creek Community Development Districts in Lee County, Florida. In addition, provided annual mangrove trimming of the Spring Creek tributary and removal of weeds, exotics and other nuisance vegetation from littoral zones.

**CATALINA AT WINKLER 2023 PRESERVE MAINTENANCE**

Crew supervisor for one year of quarterly treatments of all listed Category I and II Florida Invasive Species Council’s (FISC) 2019 “List of Invasive Plant Species” on 21 acres of preserve at Catalina at Winkler Preserve Community Development District in Lee County, Florida.

**BOX-R WILDLIFE MANAGEMENT AREA MAINTENANCE**

Crew supervisor for the maintenance control of Japanese climbing fern, Camphor Tree (*Cinnamomum camphora*), cogon grass, Chinese tallow tree (*Sapium sebiferum*), lantana (*Lantana camara*), Chinese wisteria (*Wisteria sinensis*), Mimosa (*Albizia julibrissin*) within the 11,216-acre Box-R WMA in Apalachicola, Florida.

**T. MABRY CARLTON MEMORIAL RESERVE MAINTENANCE**

Crew supervisor for the treatment and control of Japanese climbing fern, Old World climbing fern (*Lygodium microphyllum*), cogon grass, and Brazilian pepper (*Schinus terebinthifolius*) within the 24,565-acres of T. Mabry Carlton, Jr. Memorial Reserve in Venice, Florida.

**ALVA SCRUB PRESERVE PARCEL 357E EXOTICS TREATMENT**

Crew supervisor for the treatment of all Florida Invasive Plant Council (FISC) listed Category I and II species within the 85-acres of Alva Scrub preserve located in Lee County, Florida.

**Community Development District Projects in the Last 2 Years**

<b>Project Name</b>	<b>Primary Client Name</b>	<b>Proposal Amount</b>	<b>Completion Date</b>
Bay Creek Drive Lake D-9 Planting	Bayside Improvement Community Development District	\$ 2,100.00	8/31/2023
Bay Creek Drive Tract D Restoration	Bayside Improvement Community Development District	\$ 5,950.00	8/7/2023
Bayside Bay Creek Lake 23 Cleanup	Bayside Improvement Community Development District	\$ 5,250.00	11/30/2023
Bayside Bay Creek Lake E-1 Planting	Bayside Improvement Community Development District	\$ 3,450.00	8/28/2023
Beach Road Golf Estates Littoral Planting	Beach Road Golf Estates CDD	\$ 24,562.05	11/30/2023
Bella Vida CDD Hurricane Ian 2022 Debris Removal	Bella Vida Community Development District	\$ 16,221.67	11/30/2022
Bellalago and IOB 2022 Wetland Maintenance	Bellalago & Isles of Bellalago Community Association, Inc.	\$ 8,250.00	10/31/2022
Bellalago and IOB 2023 Wetland Maintenance	Bellalago & Isles of Bellalago Community Association, Inc.	\$ 9,650.00	11/1/2023
Brooks CDD Abandoned Camp Removal	The Brooks Community Development District	\$ 4,450.00	10/31/2023
Bayside and Bay Creek Bridge Vista in The Colony Trimming	Bayside Improvement Community Development District	\$ 4,350.00	10/31/2023
BSBC Landscape Feature Maintenance	Bayside Improvement Community Development District	\$ 3,350.00	7/21/2023
Bayside and Bay Creek Spring Creek Landscape Circle Quarterly Maintenance	Bayside Improvement Community Development District	\$ 3,125.00	1/1/2024
Bayside and Bay Creek CDD Water Management Area Maintenance	Bayside Improvement Community Development District	\$ 109,219.24	6/30/2025
Catalina at Winkler 2023 Maintenance	Catalina at Winkler Preserve CDD	\$ 9,980.00	6/30/2024
Catalina at Winkler 2024 Maintenance	Catalina at Winkler Preserve CDD	\$ 9,980.00	6/30/2025
Catalina at Winkler Preserve CDD 2022 Preserve Maintenance	Catalina at Winkler Preserve CDD	\$ 9,980.00	5/31/2023
Catalina at Winkler Preserve CDD 2022 Spartina Remediation	Catalina at Winkler Preserve CDD	\$ 2,493.75	6/30/2022
Catalina at Winkler Preserve Hurricane Ian 2022 Debris Removal	Catalina at Winkler Preserve CDD	\$ 10,358.29	10/31/2022
Greyhawk Landing CDD Hurricane Ian 2022 Debris Removal	Greyhawk Landing Community Development District	\$ 10,078.11	11/30/2022
Mediterra 2022 Littoral Planting	Mediterra Community Development District	\$ 4,089.00	10/31/2022
Mediterra CDD Right-Of-Way Fuel Reduction Services	Mediterra Community Development District	\$ 205,891.00	3/31/2025
Mediterra CDD Water Management Areas	Mediterra Community Development District	\$ 698,729.20	10/31/2025
Miromar Lakes Wetland Plantings	Miromar Lakes Community Development District	\$ 69,700.00	4/30/2023
Miromar Outlets Hurricane Ian Debris Removal	University Square Community Development District	\$ 1,450.00	11/30/2022
Paseo CDD Hurricane Ian 2022 Debris Removal	Paseo Community Development District	\$ 16,309.17	10/31/2022
River Ridge CDD 2022 Littoral Planting	River Ridge CDD	\$ 2,270.00	10/31/2022
Sarasota National Lake Bank Restoration	Sarasota National Community Development District	\$ 3,205.00	10/31/2022
Sarasota National Phase 10 2023 Maintenance	Sarasota National Community Development District	\$ 63,500.00	10/31/2023
Sarasota National Phase 10 2024 Maintenance	Sarasota National Community Development District	\$ 77,900.00	9/30/2024
The Brooks 2023 Littoral Planting	The Brooks Community Development District	\$ 16,450.00	8/31/2023
The Brooks Littoral Planting	The Brooks Community Development District	\$ 23,879.70	8/31/2022
Verandah West Old Orange Hole 9 Planting	Verandah Community Development District	\$ 13,729.00	3/31/2024
Wild Blue CDD Hurricane Preserve Maintenance	WildBlue Community Development District	\$ 14,675.00	11/30/2022
Wild Blue CDD Littoral Planting	WildBlue Community Development District	\$ 4,205.00	7/31/2022
WildBlue 2022-2023 Maintenance of Water Management Areas	WildBlue Community Development District	\$ 164,499.99	3/31/2023
WildBlue 2023-2024 Maintenance of Water Management Areas	WildBlue Community Development District	\$ 194,000.00	5/31/2024
WildBlue Fence Line Maintenance	WildBlue Community Development District	\$ 17,900.00	9/20/2024
WildBlue Temporary Fence Install	WildBlue Community Development District	\$ 4,850.00	12/31/2023



## Select Community Development District Projects in the Last 2 Years

**Project Name/Location:** Bayside and Bay Creek Water Management Area Maintenance; Lee County, FL  
**Contact:** Cleo Adams  
**Contact Phone:** (239) 989-2939  
**Project Type/Description:** Ongoing chemical/mechanical removal of exotic and invasive vegetation  
**Dollar Amount of Contract:** \$109,219.44  
**Scope of Services for Project:** Two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and wetland prairies. In addition, provided annual mangrove trimming of the Spring Creek tributary and removal of weeds, exotics and other nuisance vegetation from littoral zones.  
**Dates Serviced:** October 2023 – June 2025

**Project Name/Location:** Catalina at Winkler 2023 Maintenance; Lee County, FL  
**Contact:** Belinda Blandon  
**Contact Phone:** (239) 936-0913 x0303  
**Project Type/Description:** Ongoing herbicide treatment of exotic and invasive vegetation  
**Dollar Amount of Contract:** \$9,980.00  
**Scope of Services for Project:** One year of quarterly treatments of all listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive Plant Species" on 21 acres of preserve.  
**Dates Serviced:** September 2023 – June 2024

**Project Name/Location:** WildBlue 2023-2024 Maintenance of Water Management Area; Lee County, FL  
**Contact:** Chuck Adams  
**Contact Phone:** (239) 464-7114  
**Project Type/Description:** Ongoing chemical/mechanical removal of exotic and invasive vegetation  
**Dollar Amount of Contract:** \$109,219.44  
**Scope of Services for Project:** Two years of semi-annual maintenance of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species" within the wetland and wetland prairies. In addition, provided removal of weeds, exotics and other nuisance vegetation from littoral zones.  
**Dates Serviced:** August 2023 – May 2024





## Community Development District Projects in the Last 2 Years (Con't)

**Project Name/Location:** Verandah West Old Orange Hole 9 Planting;  
Lee County, FL  
**Contact:** Cleo Adams  
**Contact Phone:** (239) 498-9020  
**Project Type/Description:** Native Planting  
**Dollar Amount of Contract:** \$13,729.00  
**Scope of Services for Project:** Supply, deliver and install 667 native containerized plant species. A total of 16 species were installed, including red maple (*Acer rubrum*), dahoon (*Illex cassine*), pond apple (*Annona glabra*), arrowhead (*Sagittaria lancifolia*), pickerelweed (*Pontederia cordata*), and live oak (*Quercus virginiana*).  
**Dates Serviced:** February 2024 – March 2024

**Project Name/Location:** BSBC Water Management Area  
Maintenance; Lee County, FL  
**Contact:** Cleo Adams  
**Contact Phone:** (239) 989-2939  
**Project Type/Description:** Ongoing chemical/mechanical removal of exotic and invasive vegetation  
**Dollar Amount of Contract:** \$109,219.44  
**Scope of Services for Project:** Two years of semi-annual maintenance of all wetland and wetland prairies, including a treatment of all listed Category I and II Florida Invasive Species Council's (FISC) 2023 "List of Invasive Plant Species". In addition, provided annual mangrove trimming of the Spring Creek tributary.  
**Dates Serviced:** August 2021 - June 2023

**Project Name/Location:** The Brooks 2023 Littoral Planting; Lee  
County, FL  
**Contact:** Shane Willis  
**Contact Phone:** (239) 259-4299  
**Project Type/Description:** Littoral Planting  
**Dollar Amount of Contract:** \$16,450.00  
**Scope of Services for Project:** Supplied, delivered, and installed 21,248 native littoral plants within nine (9) lakes at the Brooks of Bonita Springs CDD.  
**Dates Serviced:** August 2023 – August 2023



### Community Development District Projects in the Last 2 Years (Con't)

**Project Name/Location:** Catalina at Winkler Preserve CDD 2022  
Preserve Maintenance; Lee County, FL  
**Contact:** Belinda Blandon  
**Contact Phone:** (239) 936-0913 x0303  
**Project Type/Description:** Ongoing herbicide treatment of exotic and  
invasive vegetation  
**Dollar Amount of Contract:** \$9,980.00  
**Scope of Services for Project:** One year of quarterly treatments of all  
listed Category I and II Florida Invasive Species Council's (FISC) 2019 "List of Invasive  
Plant Species" on 21 acres of preserve.  
**Dates Serviced:** August 2022 - May 2023

**Project Name/Location:** Miromar Outlets Hurricane Ian Debris  
Removal; Lee County, FL  
**Contact:** Chuck Adams  
**Contact Phone:** (239) 464-7114  
**Project Type/Description:** Debris removal  
**Dollar Amount of Contract:** \$1,450.00  
**Scope of Services for Project:** Hurricane Ian debris removal from the lake  
adjacent to Miromar Outlets. One large branch submerged in the water and two smaller  
branches on the adjacent slope were removed from site and disposed of at an approved  
facility.  
**Dates Serviced:** November 2022

VI. AFFIDAVIT FOR INTEGRITY IN PUBLIC CONTRACTING AND PURCHASING, E-VERIFY, AND NON-COLLUSION

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

Name of Proposer: EarthBalance Corporation

I am authorized to make this affidavit on behalf of my firm and its owner, directors, and officers. I state that:

**Chapter 287, Florida Statutes, on Integrity of Public Contracting and Purchasing**

1. I have read and am familiar with Chapter 287, Florida Statutes, and specifically including the following Sections ("Public Integrity Laws"):
  - a. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
  - b. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
  - c. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
  - d. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
  - e. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.
2. I understand that the Public Integrity Laws, with limited exceptions, prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").
3. I understand that the Public Integrity Laws apply to the bidding documents applicable to the District's Request for Proposals for Fuel Load Reduction Services Project ("Project") and the contract to be executed in connection with the Project.
4. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria. Thus, the entity is not prohibited from bidding on or entering into or renewing a contract with the District.

The entity submitting this sworn statement, one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, meets one or more of the Prohibited Criteria.

If this statement is marked, the Proposer may provide additional information regarding the same in the space provided directly below (or by attaching a separate sheet and indicating this method in the space provided directly below). Such additional information may be related to the Proposer's alleged basis for entitlement to an exception from the prohibition on bidding or contracting, to the extent one is permissible under Florida law.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If awarded the contract, the Proposer will immediately notify the District in writing if either the Proposer, any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity, meets any of the Prohibited Criteria after award of the contract or during the term of the contract.

**E-Verify**

1. I understand that, pursuant to Section 448.095(2), Florida Statutes, we must comply with Florida's E-Verify law in order to enter into an agreement with a public employer.
2. Our firm is registered with and uses the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
3. No public employer has terminated a contract with our firm under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of our proposal.
4. Our firm is currently in compliance and will remain in compliance, for the duration of the agreement, with all requirements of Section 448.095(2), Florida Statutes.
5. I understand that, if there is a good faith belief that our firm has knowingly violated Section 448.09(1), Florida Statutes, there is an obligation to terminate the agreement pursuant to Section 448.095(2)(c), Florida Statutes.
6. I understand that, if there is a good faith belief that one of our subcontractor(s) has knowingly violated the Section 448.09(1), Florida Statutes, but our firm has otherwise complied with its obligations thereunder, then our firm will be required to immediately terminate its contract with the subcontractor in order to continue providing services to a public employer.

**Non-Collusion**

1. The price(s) and amount(s) of in our proposal have been arrived at independently and without consultation, communication, or agreement with any other proposer, potential proposer, proposal, or potential proposal.
2. Neither the price(s) nor the amount(s) in our proposal, have been disclosed to any other firm or person who is a proposer or potential proposer, and they will not be disclosed before opening of all proposals.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a proposal, or to submit a price(s) higher than the prices in our proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary proposal.

4. Our proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
5. Our firm, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last 3 years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to any public contract, except as disclosed.

I state that I and the named firm understand and acknowledge that the above representations are material and important and will be relied on by the Mediterra Community Development District for which our proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the District of the true facts relating to the submission of proposals for this work.



Signature of Authorized Signatory of Proposer

Sworn before me on January 2, 2025

Notary Public Signature



BECKY ADAMS  
Notary Public  
State of Florida  
Comm# HH689377  
Expires 12/26/2028

  
Notary Stamp



# **FLORIDA SURETY BONDS, INC.**

Maitland, FL  
407-786-7770

[www.FloridaSuretyBonds.com](http://www.FloridaSuretyBonds.com)

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

EARTHBALANCE CORPORATION  
2570 Commerce Parkway  
North Port, FL 34289

**SURETY:**

*(Name, legal status and principal place of business)*

Swiss Re Corporate Solutions America Insurance Corporation  
1200 Main Street, Suite 800  
Kansas City, MO 64105

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Medierra Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**BOND AMOUNT:**

5% Five Percent of Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)* RESIDENTIAL CONSERVATION AREA FUEL LOAD REDUCTION SERVICES, Collier and Lee Counties, FL  
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

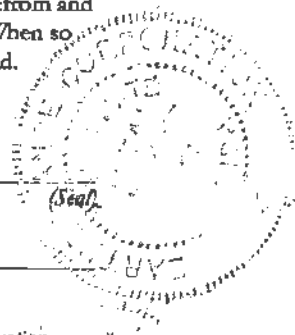
Signed and sealed this 6th day of January, 2025

*Misty D. Taylor*  
*(Witness)*

EARTHBALANCE CORPORATION

*(Principal)*

*Cristine Borowski*  
By: *Vice President*  
*(Title) CRISTINE BOROWSKI*



Swiss Re Corporate Solutions America Insurance Corporation

*(Surety)*

*Jeffrey W. Reich*  
By: *(Signature)*  
*(Title) Jeffrey W. Reich, Attorney-in-Fact & FL Licensed Resident Agent*  
Inquiries: 407-786-7770

*(Signature)*  
*(Witness) Elizabeth Karoly*



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JEFFREY W. REICH, SUSAN L. REICH, KIM E. NIV, TERESA L. DURHAM, CHERYL A. FOLEY, LISA A. ROSELAND,
EMILY J. GOLECKI, SONJA AMANDA FLOREE HARRIS, ROBERT P. O'LINN, NATHAN K. REICH, and SARAH K. O'LINN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By: Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By: Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10TH day of NOVEMBER, 20 23

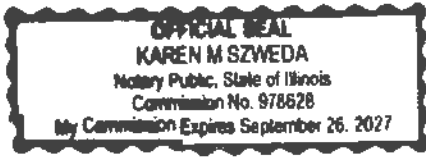
State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10TH day of NOVEMBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of January, 20 24.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



## ADDENDUM NUMBER ONE (No. 1)

### Residential Conservation Area Fuel Load Reduction Services For Mediterra Community Development District

ISSUE DATE: Tuesday, December 17, 2024

\*This addendum must be included in the bid package scheduled to be delivered by January 6, 2025, at 3:00 p.m. Bidders are also requested to acknowledge receipt hereof by signing where indicated below and sending a copy to Mark Zordan as soon as possible.

The following changes, additions, deletions and/or clarifications are made to the Contract Documents, Plans, and Specifications for the above referenced project:

#### QUESTION(S)

1. I am looking through the docs now and on Page 3 of the Instructions to Proposers, it states: "A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies."

However, I do not see the Sworn Statement Regarding Public Entity Crimes nor the Sworn Statement Regarding Scrutinized Companies in the Manual. Can you please confirm these are incorporated under Section VI. Affidavit for Integrity in Public Contracting and Purchasing, E-Verify, and Non-Collusion, and if not, please provide copy of the required forms for completion?

- *Yes, they are all incorporated in the existing Section VI Affidavit, in the Project Manual.*


2. How do we go about setting up a site visit between 12/13 and 12/31/2024?

- *Simply arrive at the gatehouse and state that you are there for the CDD to view the project areas. Have the project map with you for confirmation. No site visits allowed on December 25, 2025.*

3. Has the Residential Fuel Reduction been performed in the past? If so, can you provide the previous bid tabulations for this work?

- *Yes, all three areas were cleared in 2022. See attached .pdf bid summary.*

4. In upland areas has mechanical fuel reduction been considered?
- *No, all trimmings & debris removal must be done by hand. Mechanical fuel reduction is not allowed in "Preserve" areas by the regulating agencies.*
5. Based on the information provided it appears that Map ID Area A-1 through A-11 will be done in 2025, Map ID Area B-1 through B-12 will be done in 2026, Map ID Area C-1 through C-11 will be done in 2027. Is this correct?
- *No, all three areas are to be cleared between February 3, 2025 and May 31, 2025. See attached, Figure 1 "Upland & Wetland Acreage Identification Table – Revised 12-17-2024" to replace the "Upland & Wetland Acreage Identification Table" shown on page 18 of 19 in Section VII. Form of Residential Conservation Area Fuel Load Reduction Services Agreement (page 55 of 56 in the .pdf).*
6. Can you provide shape files for all these fuel reduction locations.
- *Yes, see attached shape files. The files are provided for informational purposes only. Bid per the plans and specifications.*

Signed by:   
Print Name: Cristine Borowski, V.P. of Business Mgmt  
Company Name: EarthBalance Corporation  
Date: January 2, 2024

ADDENDUM NUMBER ONE (No. 1) REVISED

**Residential Conservation Area Fuel Load Reduction Services  
For  
Mediterra Community Development District**

ISSUE DATE: Tuesday, December 17, 2024

\*This addendum must be included in the bid package scheduled to be delivered by January 6, 2025, at 3:00 p.m. Bidders are also requested to acknowledge receipt hereof by signing where indicated below and sending a copy to Mark Zordan as soon as possible.

The following changes, additions, deletions and/or clarifications are made to the Contract Documents, Plans, and Specifications for the above referenced project:

**QUESTION(S)**

1. I am looking through the docs now and on Page 3 of the Instructions to Proposers, it states: "A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies."

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- *Yes, they are all incorporated in the existing Section VI Affidavit, in the Project Manual.*

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- *Yes, all three areas were cleared in 2022. See attached .pdf bid summary.*

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- *No, all trimmings & debris removal must be done by hand. Mechanical fuel reduction is not allowed in "Preserve" areas by the regulating agencies.*
5. Based on the information provided it appears that Map ID Area A-1 through A-11 will be done in 2025, Map ID Area B-1 through B-12 will be done in 2026, Map ID Area C-1 through C-11 will be done in 2027. Is this correct?
- *No, all three areas are to be cleared between February 3, 2025 and May 31, 2025. See attached, Figure 1 "Upland & Wetland Acreage Identification Table – Revised 12-17-2024" to replace the "Upland & Wetland Acreage Identification Table" shown on page 18 of 19 in Section VII. Form of Residential Conservation Area Fuel Load Reduction Services Agreement (page 55 of 56 in the .pdf).*
6. Can you provide shape files for all these fuel reduction locations.
- *Yes, see attached shape files. The files are provided for informational purposes only. Bid per the plans and specifications.*

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM, INCLUDING EXHIBITS, SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, Chuck Adams C/O Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Tel: 561.571.0010 IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM (EXCLUDING WEEKENDS AND STATE HOLIDAYS). A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS (INCLUSIVE OF WEEKENDS AND STATE HOLIDAYS) AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

Signed by: *Cristine Borowski*

Print Name: Cristine Borowski, VP of Business Mgmt

Company Name: EarthBalance Corporation

Date: January 2, 2025

ADDENDUM NUMBER TWO (No. 2)

**Residential Conservation Area Fuel Load Reduction Services  
For  
Mediterra Community Development District**

ISSUE DATE: Friday, December 20, 2024

\*This addendum must be included in the bid package scheduled to be delivered by January 6, 2025, at 3:00 p.m. Bidders are also requested to acknowledge receipt hereof by signing where indicated below and sending a copy to Mark Zordan as soon as possible.

The following changes, additions, deletions and/or clarifications are made to the Contract Documents, Plans, and Specifications for the above referenced project:

**QUESTION(S)**

1. The attached shapefiles do not match up with the Fuel Reduction Map. Could you please review and send any additional shapefiles that may be missing.
  - *Yes, you are correct. The wrong shape files were inadvertently distributed in the revised Addendum No. 1. Please see accompanying zip folder with the correct shape files.*

ANY RESPONDENT WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM, INCLUDING EXHIBITS, SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, Chuck Adams C/O Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Tel: 561.571.0010 IN WRITING WITHIN SEVENTY-TWO HOURS AFTER ISSUANCE OF THIS ADDENDUM (EXCLUDING WEEKENDS AND STATE HOLIDAYS). A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS (INCLUSIVE OF WEEKENDS AND STATE HOLIDAYS) AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.

Signed by: Cristine Borowski

Print Name: Cristine Borowski, VP of Business Mgmt

Company Name: EarthBalance Corporation

Date: January 2, 2025

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

**4B**



January 7, 2025

Mr. Chuck Adams  
Director of Operations  
Mediterra Community Development District  
c/o Wrathell, Hunt & Associates, Inc.  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135

**RE: "Residential Conservation Area Fuel Load Reduction Services" for Mediterra Community Development District Bid Analysis and Recommendation**

Dear Mr. Adams:

Bid opening for the above-referenced project was held on Monday, January 6, 2025. One (1) sealed bid response was timely received by the 3:00 p.m. deadline established on the Invitation to Bid. The bid result is listed in the table below.

<u>BIDDER</u>	<u>BID AMOUNT</u>
1. EarthBalance Corporation	\$785,250.00

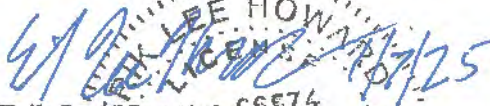
The bid submitted by EarthBalance Corporation includes all necessary forms and the Proposal has been properly executed, though it is recommended that they be reviewed by the District Attorney.

***Recommendation***

EarthBalance Corporation submitted a list of past projects and references which demonstrate that they meet the minimum qualification required for this project. EarthBalance Corporation is a reasonable and responsive bid. Subject to the contractor furnishing the appropriate bonding and other required insurances, we recommend selection of EarthBalance Corporation, by the Mediterra Community Development District Board of Supervisors for the intended work contained within the bid documents. Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

JOHNSON ENGINEERING, INC.

  
Erik Lee Howard, P.E.  
License No. 66574\*  
Fort Myers, Florida 33902  
E.B. # 642 & L.B. # 642

Enclosure



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

**5**

**PROFESSIONAL SERVICES SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**

**THIS IS A SUPPLEMENTAL AGREEMENT** made as of \_\_\_\_\_, 20\_\_\_, between **MEDITERRA COMMUNITY DEVELOPMENT DISTRICT** ("CDD/OWNER") and **JOHNSON ENGINEERING, LLC** ("CONSULTANT").

For **Mediterra Lakes Assessment**, (the "Project").

This Professional Services Supplemental Agreement ("Supplemental Agreement") is made and entered into on the date first written above between OWNER and CONSULTANT, and is made pursuant to and shall be attached to and made a part of the Professional Services Agreement ("Original Agreement"), for the Project known as **District Engineer – General Engineering**, Section 11, Township 48 South, Range 25 East, which Original Agreement was made and entered into on **February 26, 2003**.

Execution of this Supplemental Agreement by CONSULTANT and OWNER constitutes OWNER's written authorization to CONSULTANT to proceed on the date first above written with the Services or amended Services described in Exhibit A, ("Scope of Services") and in other exhibits listed below. This Supplemental Agreement will become effective on the date first above written. All of the covenants, terms, conditions, provisions, and contents of the Original Agreement, referred to hereinabove, and any Amendments executed thereto, shall be and are applicable to this Supplemental Agreement, as if the same were set forth and contained herein.

A determination has been made by the OWNER and the CONSULTANT that pursuant to and under the purview of the Original Agreement, the OWNER and CONSULTANT desire to supplement the service(s) of said CONSULTANT.

The OWNER hereby authorizes the CONSULTANT, and the CONSULTANT hereby agrees, to provide and perform the particular services and/or work as set forth hereinafter as a supplement to the services and/or work previously authorized and agreed to.

**SECTION 1.00      SCOPE OF PROFESSIONAL SERVICES**

CONSULTANT hereby agrees to provide and perform the professional services, tasks, and work required and necessary to complete the services and work as set forth in Exhibit A entitled "Scope of Services", which is attached hereto and made a part of this Supplemental Agreement.

**SECTION 2.00      COMPENSATION**

The OWNER shall pay the CONSULTANT for all requested and authorized services, tasks, or work completed under this Supplemental Agreement by the CONSULTANT, in accordance with the provisions for compensation and payment of said services, tasks, or work as set forth and described in Exhibit B, entitled "Compensation", which is attached hereto and made a part of this Supplemental Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Supplemental Agreement to be effective as of the date first above written.

**OWNER:**

**MEDITERRA  
COMMUNITY DEVELOPMENT  
DISTRICT**

**CONSULTANT:**

**JOHNSON ENGINEERING, LLC**

Signature

Signature

By: Chesley "Chuck" Adams  
Name Typed or Printed

By: Lonnie V. Howard  
Name Typed or Printed

Title: Director of Operations

Title: President

Address for giving notices:

Address for giving notices:

Mediterra CDD c/o  
Wrathell, Hunt & Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135  
Phone: (239) 464-7114  
Email: [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

Johnson Engineering, LLC  
2122 Johnson Street  
Fort Myers, Florida 33901-3408  
Phone: (239) 334-0046  
Email: [lhoward@johnsoneng.com](mailto:lhoward@johnsoneng.com)

ATTEST:

\_\_\_\_\_  
Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Name typed, printed or stamped (Seal)

\_\_\_\_ Personally Known OR  
\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

## **Exhibit A**

Exhibit A consisting of **five** (5) page(s) referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated \_\_\_\_\_.

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

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

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### **SCOPE OF SERVICES**

#### **PROFESSIONAL SERVICES OF THE CONSULTANT:**

The “Scope of Professional Services” as set forth in Exhibit “A” of the Professional Services referred to hereinbefore is hereby supplemented so that the SERVICE PROVIDER shall provide and perform the following professional services, tasks, or work as a supplement to the scope of services previously agreed to and authorized:

#### **SCOPE OF SERVICES DEFINITIONS**

The following are definitions of terms relating to scope items throughout this proposal:

- PROJECT refers to the Mediterra Lakes Assessment
- CONSULTANT refers to Johnson Engineering, LLC.
- OWNER refers to The Mediterra Community Development District

#### **PROJECT BACKGROUND**

The Mediterra Community Development District (OWNER) has expressed an interest in understanding the current stormwater lakes quality and therefore, has requested professional engineering services from Johnson Engineering, LLC (CONSULTANT) for an independent comprehensive review of the seventy-six (76) lakes within the Mediterra Community to include:

- General consultation, project coordination, and meeting attendance
- Littoral plantings – conduct lake(s) site observations to visually assess and evaluate the littorals, confirm the identity of the plant species, determine plant coverage areas, assess the overall quality of the existing ponds vegetation, and verify plant health and performance
- Vegetation maintenance review to document potential issues which may require resolution, such as existence of invasive/nuisance vegetation, and potential eutrophication related issues
- Water quality - specific lake(s) testing comprises limited field water chemistry assessment to include dissolved oxygen levels, and general visual and odor observation
- Lake bank erosion assessment – identify areas of lake banks with drop-offs greater than nine (9) inches vertical, rocks, stumps, and debris to be removed, gully repair, rip rap repair, sod repair, or other spot location deficiencies
- Identify sources of erosion that cause gullies and washouts such as pool & roof discharges

- Illicit discharges – identify the visible release of any substance into the lakes other than stormwater. This includes dumping, spilling, or emitting substances that can introduce pollutants such as heavy metals, oil, and grease
- General observation and documentation of the visible lake(s) stormwater structures (ex. outfall structures and headwalls) and identify visual deficiencies such as broken or missing grates, or spalling concrete. This does not include structures that are underwater at the time of the observation.
- Preparation and presentation of two final reports for the “Limnological Assessment Report” and “Lake Bank Assessment Report” including accompanying plan sets

## **TASK 1.0 – GENERAL CONSULTATION, PROJECT COORDINATION, & MEETING ATTENDANCE**

CONSULTANT shall communicate and coordinate with the OWNER and District Staff for scheduled activities for site visits and attend any meetings deemed necessary to provide updates and respond to the OWNER during the duration of the PROJECT. CONSULTANT shall communicate and coordinate with field and office staff for the project activities including the field survey, aerial survey, field/office work for vegetation assessment and report, water quality testing, field/office work for the lake(s) banks assessment and report.

OWNER shall be responsible to issue a community notification that drone activities will occur above the seventy-six lakes during an established time period, to be determined.

## **TASK 2.0 – LAKE(S) VEGETATION CONDITIONS ASSESSMENT & PLANS**

The CONSULTANT shall utilize information generated in Task 2.1 to assess lake vegetation within the privately maintained Mediterra Community Development District. The CONSULTANT and/or a SUB-CONSULTANT shall perform aerial photography via either a drone-controlled camera or traditional manned aircraft at necessary portions of each lake to assist in documenting existing lake vegetation. The CONSULTANT shall incorporate the current drone images into the “Littoral Assessment Plan Set” to be included in the final “Limnological Assessment Report” referred to in Task 2.2. This plan set will document the areas of existing lake vegetation at the time of the drone flight and include general line work from the approved development plans, provided by others, to depict location context and lake littoral planting areas. Each lake plan will be appropriately scaled on an individual basis and include lake bank vegetation tables identifying plant species and percentage of species coverage. The preparation of the “Littoral Assessment Plan Set” will be based on data collected from lake site visits, aerial photography, development linework provided by others, and limnological assessment. The final plan set will be included in the “Limnological Assessment Report” in digital (.PDF) format on 11”x17” sheets.

The deliverable for this task shall be a final plan set in digital (.PDF) format on 11”x17” sheets.

## **TASK 2.1 – FIELD/OFFICE WORK FOR VEGETATION OBSERVATIONS**

The CONSULTANT shall conduct lake site visits at seventy-six (76) lakes to record and document the physical limits of existing lake vegetation and visually assess and evaluate the littorals, confirm the identity of the plant species, determine approximate percentage plant coverage areas, assess the overall quality of the existing pond vegetation, and document potential issues which may require resolution. Potential issues include existence of invasive/nuisance vegetation and eutrophication related issues. This additional

information will be included in the “Littoral Assessment Plan Set” for review and consideration during the presentation of the “Limnological Assessment Report” and recommendations.

CONSULTANT shall create an appendix of the photographic documentation, a table of vegetation species and coverages, for inclusion in a “Limnological Assessment Report”. This report will also summarize the methods used in evaluating the seventy-six (76) lakes within the community.

The deliverable for Task 2.1 shall be the deliverable as identified in Task 2.2.

### **TASK 2.2 – LIMNOLOGICAL ASSESSMENT OF LAKE SYSTEM & REPORT**

SUB-CONSULTANT shall prepare a final “Limnological Assessment Report” and presentation, utilizing information generated in the other tasks. SUB-CONSULTANT shall attend one meeting with the OWNER to present the “Limnological Assessment Report” and to discuss the findings and recommendations.

The deliverable for this task shall be the “Limnological Assessment Report” including the “Littoral Assessment Plan Set” The CONSULTANT shall provide the OWNER with a digital (.PDF) copy of this report and plan set as a final project deliverable. Any revisions requested following the delivery of the final report shall be considered in addition to the scope and fee provided herein.

### **TASK 3.0 – WATER QUALITY TESTING AND OBSERVATIONS**

CONSULTANT will collect one (1) set of dry season (March-May) water quality (WQ) samples from seven (7) lakes within the Mediterra CDD boundaries (L-24, L-35, L-37, L-52, L-55, L-66S and L-76). Field measurements including Temperature (°C), Dissolved Oxygen (%), Specific Conductance (µg/L), and pH will be collected using a Florida Department of Environmental Protection (FDEP) approved WQ meter. Additionally, to the field readings a Secchi disk depth (ft) measurement will be taken. WQ samples will be collected no less than two (2) feet below the surface of the water from the center of the lakes using a vessel. Sampling will be conducted in accordance with applicable FDEP Standard Operating Procedures (SOP’s), and samples will be delivered to an accredited certified water laboratory following proper chain-of-custody procedures under standard turnaround time. The WQ samples will be analyzed for total nitrogen (TN), total phosphorus (TP), chlorophyll-a and color. The WQ results will be incorporated into the “Limnological Assessment Report” (Task 2.2) as a one-time snapshot of current conditions to determine conditions of each lake.

The deliverable for this task shall be the compilation of the lab results for the testing of the seven lakes.

### **TASK 4.0 – LAKE(S) BANKS CONDITION ASSESSMENT FIELD WORK**

CONSULTANT shall make the necessary site visits to visually assess and document the existing conditions of the lake banks located within the privately maintained Mediterra Community Development District as follows:

- Identify areas of lake banks with drop-offs greater than nine (9) inches vertical, rocks, stumps, and debris to be removed, gully repair, rip rap repair, sod repair, or other spot location deficiencies
- Identify sources of erosion that cause gullies and washouts, such as pool & roof discharges

- Look for and identify illicit discharges which are the visible release of any substance into the lakes other than stormwater. This includes dumping, spilling, or emitting substances that can introduce pollutants such as heavy metals, oil, and grease
- General observation of the visible lake stormwater structures (ex. outfall structures and headwalls) and identify visual deficiencies such as broken or missing grates, or spalling concrete. This does not include structures that are underwater, buried, or not visible at the time of the observation. Internal portions of stormwater structures will not be inspected. This is not intended to be an exhaustive inspection of the structures.

The information generated from this task shall be included in the “Lake Bank Assessment Report” and plan set as identified in Task 4.1.

#### **TASK 4.1 – LAKE(S) BANKS CONDITION ASSESSMENT REPORT & PLANS**

CONSULTANT shall analyze and document findings and prepare a report for the OWNER. The report shall include suggested types of lake bank rehabilitation/restoration efforts for consideration of a maintenance program for the lake banks.

The final plans shall include a lake tabulation showing the total perimeter and the linear feet of needed repairs and type of repair as well as stormwater structure observations. The plan set will be in digital (.PDF) format on 11”x17” sheets at a scale of 1”=100’. The CONSULTANT shall provide the OWNER with a digital (.PDF) copy of this report and plan set as a final project deliverable. Any revisions requested following the delivery of the final report shall be considered in addition to the scope and fee provided herein.

The CONSULTANT in no way will warranty any lake bank restoration/rehabilitation efforts performed during and after the lakes assessment has been performed. The CONSULTANT will not guarantee the life or longevity of the current or future conditions of the lake banks. The report will provide professional opinions and recommendations and shall be considered and treated as such. The OWNER assumes all liability for the lake’s current conditions and the lake bank stabilization workmanship and installation.

The deliverable for this task shall be a “Lake Bank Assessment Report” and a 11”x17” digital (.PDF) plan set as mentioned above.

#### **TASK 5.0 – MEETING ATTENDANCE AND PRESENTATION TO CLIENT**

Upon preparation of a final report, the CONSULTANT shall attend a meeting to present and discuss the findings and recommendations with the OWNER.

The deliverable for this task is meeting attendance and presentation of the final reports and accompanying plan sets.

#### **DELIVERABLES**

- Limnological Assessment Report & accompanying Littoral Assessment Plan Set
- Lake Bank Assessment Report & accompanying Lake Bank Assessment Plan Set

## **REIMBURSABLE EXPENSES**

This task will cover courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project, as needed.

## **EXCLUDED SERVICES**

Changes from the anticipated scope of services as described herein will require an adjustment to CONSULTANT's compensation, which shall be negotiated and authorized through a Change Order or Supplemental Agreement executed by both parties.

Specific exclusions from the scope of work include:

- Boundary and topo graphic survey
- Archaeological surveys and impact assessments
- Subsurface Utility Exploration (SUE)
- Title work
- Preparation of easements or sketch & descriptions
- Geotechnical investigation or engineering
- Structural Engineering
- Architectural Services
- Fencing or signage
- Well Permits
- Zoning
- Development of engineering design plans
- Utility design services
- Pathway lighting design
- Landscape design
- Construction cost estimate
- Permitting fees
- Water use permits
- South Florida Water Management District (SFWMD) permitting
- U.S. Army Corps of Engineers (USACOE) Permitting
- Utility coordination
- Bid packages
- Construction engineering observation services
- Record drawings



## Exhibit B

Exhibit B consisting of **two (2)** page(s) referred to in the Professional Services Supplemental Agreement between OWNER and CONSULTANT for professional services dated \_\_\_\_\_.

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

### COMPENSATION

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#### Definitions:

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

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

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

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

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

<b>TASK</b>	<b>ITEM</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M)</b>
1.0	General Consultation, Project Coordination, & Meeting Attendance	\$25,908.00	LS
2.0	Lake(s) Vegetation Conditions Assessment & Plans (Lake Plans)	\$72,094.00	LS
2.1	Field/Office Work for Vegetation Observations	\$20,488.00	LS
3.0	Water Quality Testing & Observations	\$4,826.00	LS
4.0	Lake(s) Banks Condition Assessment Field Work	\$62,154.00	LS
4.1	Lake(s) Banks Condition Assessment Report & Plans	\$26,518.00	LS
5.0	Meeting Attendance & Presentation to Client	\$2,544.00	LS
<b>TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:</b>		<b>\$214,532.00</b>	<b>LS</b>

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

<b>TASK</b>	<b>SUB-CONSULTANT</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M)</b>
2.2	Ceilley Aquatic Science & Ecology - Limnological Assessment & Report	\$16,900.00	LS
3.0(a)	Benchmark Analytical	\$1,248.50	T&M
<b>TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:</b>		<b>\$18,148.50</b>	<b>LS; T&amp;M</b>

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

<b>REIMBURSABLE EXPENSES</b>	<b>AMOUNT (Estimated if T&amp;M)</b>	<b>FEE TYPE (LS; T&amp;M)</b>
Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	\$2,500.00	T&M
Field monitoring instrument(s) & equipment	\$251.50	T&M
<b>TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:</b>	<b>\$2,751.50</b>	<b>T&amp;M</b>

<b>TOTAL COMPENSATION INCLUDING SUB-CONSULTANTS &amp; REIMBURSABLE EXPENSES:</b>	<b>\$235,432.00</b>	<b>LS; T&amp;M</b>
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**PROFESSIONAL SERVICES  
HOURLY RATE SCHEDULE  
September 6, 2022**

**Professional**

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

**Technician**

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

**Administrative**

3	\$105
2	\$94
1	\$77

**Field Crew**

4-Person	\$270
3-Person	\$231
2-Person	\$182

**Field Equipment**

*Field Equipment on Separate Schedule*

**Expert Witness** \$440

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

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

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77

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

**6**

**From:** Willson, Alyssa C. <[Alyssa.Willson@KutakRock.com](mailto:Alyssa.Willson@KutakRock.com)>

**Sent:** Thursday, January 9, 2025 10:01 AM

**To:** Cleo Adams <[crismond@whhassociates.com](mailto:crismond@whhassociates.com)>; Chuck Adams <[adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)>

**Subject:** Mediterra Sovereign Immunity and Insurance Inquiry

Good morning Chuck and Cleo, please include this email on the board agenda for review regarding the board's inquiry as to insurance and sovereign immunity.

Sovereign immunity is a legal doctrine providing that the government cannot be sued without its consent. The ability to bring suit against the state and its subdivisions (which include special districts including but not limited to community development districts) is derived from Article X, section 13, Florida Constitution, providing in part that "[p]rovision shall be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating." Thus, the power to waive the state's sovereign immunity rests with the state Legislature.

By enacting section 768.28, Florida Statutes, the Legislature created a limited waiver of the state's immunity in tort. Monetary limits are specified to allow payment of a judgment against the state or its agencies or subdivisions to any one person not to exceed \$200,000 for any claim or judgment that, when totaled with all other claims or judgments paid by the state arising out of the same incident or occurrence, does not exceed \$300,000. However, a judgment or judgments may be claimed and rendered in excess of these amounts and may be settled and paid pursuant to this act up to \$200,000 or \$300,000, as the case may be; and that portion of the judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature (through the claims bill process). Therefore, with the District's sovereign immunity protection, and limited waiver of such only up to \$300,000.00 per occurrence the District's General Liability policy in the amount of \$1,000,000.00 is well in excess of such incident or occurrence amounts.

Below is communication with Any Jimenez with Egis Insurance & Risk Advisors regarding the District's exposure risk, his recommendation, and available options. Please let us know if you would like to explore increased liability limits, given the limited exposure due to the District's limited liability pursuant to section 768.28, Florida Statutes.

*I apologize for the delay in getting back to you on this matter. I don't have much to add to the summary you included regarding the District's liability exposure and sovereign immunity protection. In the past, I've mentioned that districts with similar operations and budgets typically have a \$1 million liability policy. We work with over 1,000 Districts including 900+ CDDs and we've never had a claim come close to \$1M. While districts enjoy sovereign immunity protection, there's always potential exposure from a federal claim that would not be subject to tort caps or even a claims bill, which could allow the claimant to collect more than the tort caps. I am not saying that they should not increase their limits, but I do think that their exposure to tort claims with a value greater than \$1M is very small.*

*Claim bills are extremely rare, and based on the information we have on file for this District, they do not have any direct employees. I assume that some of the operations and maintenance are outsourced to third parties and that there is risk transfer in place in those agreements, where the vendors agree to defend and indemnify the District, as well as name them as an additional insured. This provides an additional layer of protection for the District.*

*All that being said, the District does have the option to increase their current liability limits under their FIA policy. Their current limits are \$1 million, but we could go as high as \$5 million. There would be an additional premium for the higher limits, and their account manager will be able to provide them with an indication of what the additional premium would be if they are interested.*

*Please let me know if you have any additional questions or if the District wants options for higher limits.*

Thanks,

Andy

**Andy Jiménez AIC AIS**  
**EVP, Risk and Trust Operations**  
**Egis Insurance & Risk Advisors**  
Direct: (321) 323.0042  
Mobile:(321) 262.5925  
Email: [AJimenez@egisadvisors.com](mailto:AJimenez@egisadvisors.com)

**Alyssa C. Willson**

Partner

**Kutak Rock LLP**

107 W. College Avenue, Tallahassee, FL 32301

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*Support provided by*

**Gabe McKee** | Legal Assistant | p: 816.679.1830 | [Gabe.McKee@kutakrock.com](mailto:Gabe.McKee@kutakrock.com)

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

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
FINANCIAL STATEMENTS  
UNAUDITED  
NOVEMBER 30, 2024**



**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICTS  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
NOVEMBER 30, 2024**

	Governmental Funds			Total Governmental Funds
	General	Debt Service Series 2013	Debt Service Series 2022	
<b>ASSETS</b>				
Cash				
Operating	\$ 673,970	\$ -	\$ -	\$ 673,970
ICS - BankUnited	60,000	-	-	60,000
BankUnited - 3474	1,110,796	-	-	1,110,796
Investments				
BB&T - CDARS	646	-	-	646
Series 2013				
Revenue	-	231,455	-	231,455
Reserve	-	75,000	-	75,000
Series 2022				
Principal	-	-	3	3
Prepayment	-	-	966	966
Revenue	-	-	290,132	290,132
Due from general fund	-	38,708	158,178	196,886
Due from MS 2022	55,405	-	-	55,405
Due from other	3,145	-	-	3,145
Electric deposit	2,346	-	-	2,346
Total assets	<u>\$ 1,906,308</u>	<u>\$ 345,163</u>	<u>\$ 449,279</u>	<u>\$ 2,700,750</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 4,146	\$ -	\$ -	\$ 4,146
Due to other funds				
<i>Mediterra North</i>				
General fund	-	-	55,405	55,405
Due to debt service - series 2013	38,708	-	-	38,708
Due to debt service - series 2022	158,178	-	-	158,178
Total liabilities	<u>201,032</u>	<u>-</u>	<u>55,405</u>	<u>256,437</u>
<b>Fund Balances</b>				
Restricted for:				
Debt service	-	345,163	393,874	739,037
Assigned				
3 months working capital	268,067	-	-	268,067
Future fire mitigation clean-up	160,000	-	-	160,000
Unassigned	1,277,209	-	-	1,277,209
Total fund balances	<u>1,705,276</u>	<u>345,163</u>	<u>393,874</u>	<u>2,444,313</u>
Total liabilities and fund balances	<u>\$ 1,906,308</u>	<u>\$ 345,163</u>	<u>\$ 449,279</u>	<u>\$ 2,700,750</u>

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

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUE</b>				
Special assessment: on roll	\$ 340,634	\$ 340,634	\$ 1,352,268	25%
Interest and miscellaneous	2,487	4,967	30,000	17%
Total revenues	<u>343,121</u>	<u>345,601</u>	<u>1,382,268</u>	25%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	79	940	9,900	9%
Management	4,164	8,329	49,973	17%
Accounting	1,392	2,783	16,700	17%
Audit	-	-	15,000	0%
Legal	-	-	15,000	0%
Field management	1,275	2,550	15,300	17%
Engineering	4,635	4,635	50,000	9%
Trustee	-	-	10,000	0%
Dissemination agent	333	667	4,000	17%
Arbitrage rebate calculation	-	-	1,500	0%
Assessment roll preparation	417	833	5,000	17%
Postage	245	245	1,500	16%
Insurance	-	12,871	13,600	95%
Legal advertising	-	-	3,000	0%
Contingencies	267	568	3,000	19%
Annual district filing fee	175	175	175	100%
Website	-	-	705	0%
ADA website compliance	-	210	210	100%
Total administrative	<u>12,982</u>	<u>34,806</u>	<u>214,563</u>	16%
<b>Water management</b>				
Lake Maintenance	29,989	29,989	350,000	9%
Contractual services	4,305	4,305	37,900	11%
Aquascaping/cutbacks/pipe cleanout	-	-	100,000	0%
Fuel Load reduction conservation areas	-	-	350,000	0%
Lake bank erosion repairs	-	-	100,000	0%
Electricity	3,064	3,064	30,000	10%
Aeration replacement and repairs	-	-	44,730	0%
Miscellaneous	129	129	-	N/A
Total water management	<u>37,487</u>	<u>37,487</u>	<u>1,012,630</u>	4%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	9,821	9,821	35,456	28%
Total other fees & charges	<u>9,821</u>	<u>9,821</u>	<u>35,456</u>	28%
Total expenditures	<u>60,290</u>	<u>82,114</u>	<u>1,262,649</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	282,831	263,487	119,619	
Fund balances - beginning	1,422,445	1,441,789	1,194,456	
Fund balance - ending (projected)				
Assigned				
3 months working capital	268,067	268,067	268,067	
Future fire mitigation clean-up	160,000	160,000	160,000	
Unassigned	<u>1,277,209</u>	<u>1,277,209</u>	<u>886,008</u>	
Fund balances - ending	<u>\$ 1,705,276</u>	<u>\$ 1,705,276</u>	<u>\$ 1,314,075</u>	

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES , EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND 204 - SERIES 2013 (REFUNDED 2003A BONDS)  
FOR THE PERIOD ENDED NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 74,907	\$ 74,907	\$ 315,756	24%
Interest	1,239	2,502	-	N/A
Total revenues	<u>76,146</u>	<u>77,409</u>	<u>315,756</u>	25%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	185,000	0%
Interest	59,000	59,000	118,000	50%
Total debt service	<u>59,000</u>	<u>59,000</u>	<u>303,000</u>	19%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	2,932	2,932	11,512	25%
Total other fees & charges	<u>2,932</u>	<u>2,932</u>	<u>11,512</u>	25%
Total expenditures	<u>61,932</u>	<u>61,932</u>	<u>314,512</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	14,214	15,477	1,244	
Fund balances - beginning	330,949	329,686	310,748	
Fund balances - ending	<u>\$ 345,163</u>	<u>\$ 345,163</u>	<u>\$ 311,992</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 NOVEMBER 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Special assessment: on roll	\$ 213,158	\$ 213,158	\$ 827,957	26%
Interest	1,113	2,248	-	N/A
Total revenues	<u>214,271</u>	<u>215,406</u>	<u>827,957</u>	26%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	708,000	0%
Interest	55,134	55,134	110,289	50%
Total debt service	<u>55,134</u>	<u>55,134</u>	<u>818,289</u>	7%
<b>Other fees &amp; charges</b>				
Property appraiser & tax collector	4,358	4,358	17,156	25%
Total other fees & charges	<u>4,358</u>	<u>4,358</u>	<u>17,156</u>	25%
Total expenditures	<u>59,492</u>	<u>59,492</u>	<u>835,445</u>	7%
Excess/(deficiency) of revenues over/(under) expenditures	154,779	155,914	(7,488)	
Fund balances - beginning	239,095	237,960	209,331	
Fund balances - ending	<u>\$ 393,874</u>	<u>\$ 393,874</u>	<u>\$ 201,843</u>	

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

**MINUTES**

**A**

**DRAFT**

**MINUTES OF MEETING  
MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on November 20, 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:**

Kenneth Tarr	Chair
Vicki Gartland	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary
Stephen Light	Assistant Secretary (appointed at meeting)

**Also present:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Mark Zordan	District Engineer
Abe Elizarraraz	Johnson Engineering, Inc.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 9:03 a.m. Supervisors Wheeler and Tarr, and Supervisors-Elect Gartland and Henry were present. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments (3 minutes per speaker)**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Vice Chairman's Comments**

37 Mr. Tarr stated he is delighted that Ms. Gartland and Mr. Henry will serve another term.  
38 He expressed appreciation for the long tenure of the District Manager and noted that Wrathell,  
39 Hunt and Associates LLC (WHA) has held its fees at the same rate since 2005.

40

41 **FOURTH ORDER OF BUSINESS** **Administration of Oath of Office to Newly**  
42 **Elected Supervisors (John Henry - Seat 3,**  
43 **Victoria Gartland - Seat 5) (the following**  
44 **will be provided in a separate package)**  
45

46 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath  
47 of Office to Ms. Gartland and Mr. Henry. Both are familiar with the following:

- 48 **A. Required Ethics Training and Disclosure Filing**
- 49
  - **Sample Form 1 2023/Instructions**
- 50 **B. Membership, Obligation and Responsibilities**
- 51 **C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 52 **D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local**  
53 **Public Officers**

54 Mr. Tarr asked where he can view the Rules of Procedure. Mr. Willis stated the  
55 document is on the CDD website, under the documents tab.

56

57 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2025-01,**  
58 **Declaring a Vacancy in Seat 4 of the Board**  
59 **of Supervisors Pursuant to Section**  
60 **190.006(3)(b), Florida Statutes; and**  
61 **Providing an Effective Date**  
62

63 Mr. Adams presented Resolution 2025-01. This Resolution declares Seat 4, previously  
64 held by Mr. Greenberg, vacant. Seat 4 was up for election but no candidates qualified to run in  
65 the November 2024 General Election. This enables the Board to appoint someone to Seat 4.

66

67 **On MOTION by Ms. Wheeler and seconded by Ms. Gartland, with all in favor,**  
68 **Resolution 2025-01, Declaring a Vacancy in Seat 4 of the Board of Supervisors**  
69 **Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective**  
70 **Date, was adopted.**

71  
72

**SIXTH ORDER OF BUSINESS**

**Consider Appointment of Qualified Elector to Fill Vacant Seat 4; Term Expires November 2028**

76  
77

• **Candidate(s)**

78 **A. Stephen R Light [15138 Brolio Lane]**

79 Mr. Tarr asked about additional submissions or inquiries. Mr. Adams stated there were  
80 none.

81 Mr. Henry nominated Stephen Light to fill Seat 4. No other nominations were made.

82

**On MOTION by Mr. Henry and seconded by Ms. Gartland, with all in favor, the appointment of Mr. Stephen Light to fill Seat 4, was approved.**

85  
86

• **Administration of Oath of Office to Appointed Supervisor**

88 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath  
89 of Office to Mr. Stephen Light.

90 It was noted that Mr. Light will not be required to complete the ethics training until  
91 Fiscal Year 2025. Mr. Adams and Ms. Willson reviewed the items listed in the Third Order of  
92 Business. Mr. Adams will email the Memorandum related to ethics training to Mr. Tarr.

93

**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date**

97

98 Ms. Gartland nominated Mr. Tarr to serve as Chair. Mr. Tarr nominated Ms. Gartland to  
99 serve as Vice Chair. The following slate was nominated:

- |     |                   |                     |
|-----|-------------------|---------------------|
| 100 | Kenneth Tarr      | Chair               |
| 101 | Victoria Gartland | Vice Chair          |
| 102 | Mary Wheeler      | Assistant Secretary |
| 103 | John Henry        | Assistant Secretary |
| 104 | Stephen Light     | Assistant Secretary |



105 No other nominations were made.

106 This Resolution removes the following from the Board:

107 Robert Greenberg Chair

108 The following prior appointments by the Board remain unaffected by this Resolution:

109 Chesley "Chuck" Adams Secretary

110 Craig Wrathell Assistant Secretary

111 Craig Wrathell Treasurer

112 Jeff Pinder Assistant Treasurer

113

**On MOTION by Mr. Henry and seconded by Ms. Wheeler, with all in favor, Resolution 2025-02, Electing, as nominated, and Removing Officers of the District and Providing for an Effective Date, was adopted.**

117

118

119 Mr. Light asked if a liaison is assigned to the MCA Board. It was noted that the Chair  
120 generally serves in such capacities. Mr. Light expressed concern about recent MCA Board  
121 discussions about dog parks, given the CDD's work to ensure compliance of effluent water. Mr.  
122 Adams stated the CDD has no control over effluent water and noted that periodic testing of the  
123 ponds for e. Coli is a reasonable measure.

124 Discussion ensued regarding a map of the area and the MCA's plans for the area. It was  
125 noted that an area the MCA discussed using is CDD property. Preserve and conservation areas,  
126 proximity to lakes, along with drainage in the area were discussed.

127 Mr. Adams stated the Environmental Resource Permit (ERP) prohibits development in  
128 conservation areas. Ms. Gartland thinks the map could easily be misread as labeled.

129 Discussion ensued regarding another dog park site the MCA is considering near Lake 45  
130 North.

131 Mr. Tarr will discuss this matter with the MCA.

132

133 **EIGHTH ORDER OF BUSINESS**

**Discussion/Update: Lake 33 Bank  
Restoration**

134

135

136 Mrs. Adams stated she received no further updates about the Lake 33 bank restoration  
137 since she emailed the Board last week. An email from Ms. Wheeler is in the agenda.

138 Mr. Tarr stated the email is from Ms. Wheeler to Mrs. Adams, two homeowners and Mr.  
139 Bowden of the MCA. Ms. Wheeler is President of the Medici HOA and he is Vice President and  
140 Treasurer; he noted he did not see this email before today and he has never engaged in  
141 conversations with others about it. He is aware of the situation because he was at the MCA  
142 meeting at which this was discussed.

143 Ms. Wheeler stated that, at the HOA meeting, the homeowner stated her husband was  
144 upset about property adjacent to their home. As it turns out, all the property was not the HOA's  
145 responsibility, as the property on the side of the house is owned by the MCA and the property  
146 behind the home is CDD property owned by the MCA. The lake bank has damage but, due to  
147 extreme rain, the remediation did not take and the sod washed out. The MCA then planted sod,  
148 which did not take, leaving bald spots behind the property.

149 Mr. Willis stated he requested but has not yet received a proposal from Blue  
150 Landscaping. He will follow up with MRI because, if damaged, it should have been replaced. Ms.  
151 Wheeler stated that MRI replaced the sod but it was drowned by heavy rains. Mrs. Adams  
152 stated Staff will ensure that lake bank remediation occurs during the dry season. Mr. Willis will  
153 follow up with Blue Landscaping.

154 Mr. Henry suggested approving a not-to-exceed amount. Mr. Willis was authorized to  
155 engage the contractor; a not-to-exceed amount of \$1,000 was approved.

156 Mr. Tarr discussed the specific home, which is a model home that exceeded the  
157 driveway setback requirements, resulting in very little side yard. He thinks the property will  
158 always be problematic, as the MCA accesses the area frequently.

159 Discussion ensued regarding the failed remediations, MRI's work in the area and holding  
160 contractors responsible. It was noted that sod is not covered by warranty and, going forward,  
161 lake bank restoration should only be done during the dry season.

162 In response to Mr. Tarr's question, Mr. Willis stated the Lake 22 restoration cost was  
163 \$35,000; the total lake bank restoration cost for all three lakes was \$99,000. He noted that MRI  
164 restored the area to its former condition; he photographed the bare spots on the left side of

165 the house and the area was bare of grass and shrubs before the project. Mr. Tarr stated MRI  
166 brought in dirt for the project.

167 Mr. Henry thinks the bigger issue is how the CDD reviews homeowner-installed drainage  
168 to the lake. He suggested informing homeowners of what is permitted and proposed  
169 remediations be reviewed due to the possibility of contributing to erosion or issues. Ms.  
170 Gartland voiced her opinion that most contractors are not aware of drainage requirements. Mr.  
171 Tarr recalled a pool contractor running overflow drain pipes for chlorinated water into the lake.

172 Ms. Wheeler suggested that, before erosion remediation, Staff and the District Engineer  
173 survey the site and inform the HOA and homeowners if drainage issues exist. It was noted that  
174 this was discussed and should be restated to homeowners. Ms. Wheeler suggested working  
175 with the Architectural Review Committee (ARC), the MCA and the community to make sure  
176 drainage is addressed when approving expansion of lanais and landscape remodeling.

177 This item will be discussed at the January meeting.

178

179 **NINTH ORDER OF BUSINESS**

**Discussion: CDD Letter to Residents/FAQs**

180

181 The Board and Staff discussed additions and revisions to the letter.

182 Ms. Gartland will make the discussed revisions, including updating the number of outfall  
183 pipes; removing the vacancy; adding the roadway and conservation areas fuel load reduction  
184 projects; updating the Chair, Vice Chair and Mr. Light; and indicating that fuel load reduction is  
185 for fire prevention, not aesthetics. A reminder that homeowners are not to do any work in the  
186 preserves will be included. Once updated she will send the final version to Mrs. Adams, who  
187 will forward it to Mr. Tarr for review. After Mr. Tarr's review, the letter will be sent.

188

189 **TENTH ORDER OF BUSINESS**

**Discussion/Update: JEI Proposal for  
Stormwater System Comprehensive  
Evaluation**

190

191

192

193 Mr. Zordan discussed the littoral assessment scope of work, water quality and the lake  
194 bank erosion evaluation and stated a proposal is expected soon. He noted the following:

195 ➤ A team of 11 Johnson Engineering professionals from Water Resources, Water Science,  
196 Environmental and Geographical Information Systems (GIS) was assembled.

197 ➤ Management is evaluating whether the best way to obtain the imagery is to fly the  
198 drone themselves and assemble the photos for the CDD's 76 lakes or to outsource aircraft to fly  
199 the entire CDD in one visit. A cost-benefit analysis is being prepared to determine which is the  
200 best value and gives the best imagery of littoral areas and littoral ribbons.

201 ➤ Options to be presented include "Light Detection and Ranging" (LIDAR), which would  
202 provide elevations, and infrared, which offers an element of littoral identity. These options  
203 would require less time and eliminate the need for staff to conduct drone flights, photograph  
204 all 76 lakes and littorals and search for vertical drop-offs, illicit discharges, etc.

205 ➤ The bulk of the work is proposed to occur March through May 2025.

206 Discussion ensued regarding a simplified agenda for the December meeting, which will  
207 include a bid process for the preserves, a Fire Reduction Request for Proposals (RFP) and a Fire  
208 Right-of-Way (ROW) RFP. Ms. Willson stated the December Action Item should be approval of  
209 the Evaluation Criteria and the project documents; it is hoped that proposals can be reviewed in  
210 January 2025.

211 Mr. Zordan estimated the costs at approximately \$200,000. Separate assessments will  
212 be provided for littorals and for lake banks; the project can be completed in phases.

213 Discussion ensued regarding use of fixed-wing aircraft, which provides superior imagery,  
214 resolution and maps, versus drones. Cost sharing with the golf course or the MCA, the CDD's  
215 responsibility to address all lake bank erosion in the CDD and liability, were discussed.

216

## 217 **ELEVENTH ORDER OF BUSINESS**

### **Update: Johnson Engineering, Inc. Water 218 Quality Report**

219

220 Mr. Elizarraraz presented the Water Quality Report and noted the following:

221 ➤ Lakes L-24, L-35, L-37, L-52 and L-55 have been sampled consistently since 2020.

222 ➤ Water quality samples were collected on September 30, 2024; samples were field tested  
223 and all the tested lakes appear to be stable freshwater lakes with normal pH levels.

224 ➤ For the most part, nitrogen and phosphorus levels are below the lake criteria.

- 225 ➤ Data for five years was presented; few exceedances were noted.
- 226 ➤ All water samples were drawn on the same day.
- 227 ➤ In his opinion, the findings are below the lake criteria, which is favorable.
- 228 Discussion ensued regarding whether to test the lakes receiving dye and whether to add
- 229 those lakes to the Report.
- 230 Mr. Elizarraraz stated the Report includes the five previously discussed lakes and Lakes
- 231 L66-S and L-76, which are the last lakes in the system before they exit into Mediterra South.
- 232 Mr. Henry asked about Lake 1, which is always brown. Mr. Adams stated that Lake 1 is
- 233 brown because it is the irrigation holding pond.
- 234 Mr. Light asked if any actions are recommended. Mr. Elizarraraz stated that no actions
- 235 are recommended; this will be added to the Report.
- 236 The Board and Staff discussed the Report, the purpose, cost and benefits of testing and
- 237 whether to add additional lakes to the Report.
- 238 Mr. Elizarraraz stated the scope of work for the current Report is complete. He stated
- 239 that Lake 37 is no longer discharging and advised against additional testing at this time, as
- 240 testing during the dry season might provide more information.
- 241 At Mr. Light's request, Mr. Elizarraraz will provide a letter stating, "We see no reason to
- 242 take any additional action until the next regularly scheduled sampling."

243

**244 TWELFTH ORDER OF BUSINESS****Status/Update: Iguana Presentation**

245

246 Mr. Willis stated that a scheduled presentation by The Conservancy of Southwest

247 Florida was canceled due to Hurricane Helene. Since then, the organization advised that it will

248 no longer offer these presentations. He contacted the Cooperative Invasive Species

249 Management, which works with Florida Gulf Coast University (FGCU) and, while they have

250 trainers, a response is pending; he will follow up. The Conservancy of Southwest Florida

251 recommended Lindsey, of Pesky Varmints, as the best person to speak to.

252 Mr. Willis stated the last two reports from Pesky Varmints indicated zero iguana

253 sightings.

254 The consensus was to skip a presentation at this time, unless information is received  
255 from the Cooperative Invasive Species Management.

256

257 **THIRTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
258 **Statements as of September 30, 2024**

259

260 Mr. Adams stated the Controller is asking the current Operating Account bank to match  
261 the interest rates offered by BankUnited.

262 Mr. Tarr stated, by eliminating the Nature Trail, the CDD has a \$1.4 million fund balance.

263

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

264

265

266

267

268 **FOURTEENTH ORDER OF BUSINESS** **Approval of October 16, 2024 Regular**  
269 **Meeting Minutes**

270

271 Discussion ensued regarding improvements in production of the minutes this past year.

272 Mr. Tarr noted that the information that Ms. Willson emailed to Mr. Greenberg was  
273 distributed to the Board and will be discussed later in the meeting.

274 The following changes were made:

275 Line 85: Change “if that would be reported to Mr. Willis and then” to “to have them”

276 Line 86: Change “MRI” to “Crosscreek”

277 Line 77: Change “the CDD” to “Mediterra”

278 Line 76: Change “He” to “Mr. Bill Bowden”

279 Line 333: Change “Gartland” to “Wheeler”

280

**On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor, the October 16, 2024 Regular Meeting Minutes, as amended, were approved.**

281

282

283

284

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

286

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

288           •       **Continued Discussion: Insurance Policy**

289           Ms. Willson stated she is in communication with the CDD’s insurance carrier regarding  
290 the CDD’s recommended insurance limits and coverages. One additional item from the  
291 insurance carrier is pending. She expects a full presentation at the January meeting.

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

293           Mr. Zordan stated MRI submitted a proposal for outfall structure repairs. Mrs. Adams  
294 stated the work had to wait until the dry season; in June, the outfall at Lake 55 was approved  
295 for \$6,800. Mr. Tarr stated the District Engineer will present a proposal at the December  
296 meeting.

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

298           •       **2024 Operations Financial Impact Analysis**

299           •       **Breakdown/Summary Report**

300           These items were included for informational purposes.

301           Mrs. Adams stated fire ball installations are scheduled to be completed on November  
302 25, 2024.

303           Mrs. Adams stated that MRI is still completing the pipe cleanout project. Due to the  
304 hurricanes, more cleaning than the agreed upon original scope of work is necessary.

305           It was noted that the cane toad project will be renewed. Mr. Adams stated the same  
306 pricing applies as last year; no motion is required.

307           It was noted that the “Fuel Load Reduction right of ways” contract bid was \$205,000.

308           •       **Update: Aquatics Report**

309           Mr. Willis stated he receives Crosscreek’s weekly service reports; however, the  
310 administrative services are lacking with regard to reports. He provided examples of the Report  
311 the Board requested; however, Crosscreek considers the weekly reports sufficiently compliant  
312 with the contract. He will address it with the contractor, EarthBalance, if directed to do so.

313           The Board and Staff discussed representations made when proposals were presented.

314           Reading from the contract, Mr. Tarr noted that the contract stated that “a total of nine  
315 personnel will be assigned to the contract. This will include a Project Manager, Assistant Project  
316 Manager, Technical Administrator, and a six-man field crew” and stated he received reports

317 indicating that only three crew members have been on site twice per week, meaning, the CDD  
318 is paying for six man days but only receiving four man days per week.

319 Discussion ensued about the change in personnel man hours without notification and  
320 how to address changes to the scope of the contract with EarthBalance.

321 Mr. Tarr stated he voted for EarthBalance at a higher price over Superior Waterways as  
322 he believed that EarthBalance would provide a higher level of service. Mr. Willis noted that the  
323 contract is performance-based and the CDD judges the contractor based on the service  
324 provided. Ms. Willson will review the contract and the scope of service and advise further.

325 Discussion ensued regarding addressing the issue with EarthBalance and Crosscreek and  
326 seeking a resolution and a financial adjustment based on the scope of service.

327 Mr. Willis was asked to invite EarthBalance and Crosscreek to the December meeting to  
328 address the concerns raised. Mr. Willis noted that the contract is not built on labor hours;  
329 rather, it is on the acreage of the lakes and the anticipated cost.

330 The consensus was to discuss this with the contractors.

331 Mr. Adams stated the contractors will likely say that more manpower is needed at  
332 certain times of the year and less is needed at other times. Ms. Gartland discussed the reduced  
333 number of technicians on site following the hurricane on October 8, 2024 and stated that she  
334 is still sending photos of areas in need of hurricane cleanup over one month later.

335 It was noted that the contract does not include completion milestones; rather,  
336 percentages of coverage. The CDD can put the contract back out to bid and the contract can be  
337 terminated with 30 days' notice, with or without cause.

338 Mr. Tarr recalled that Superior's bid was over \$100,000 less and was within the  
339 \$220,000 budgeted and the EarthBalance contract amount was \$350,000. Mr. Willis stated  
340 representatives from Earth Balance and Crosscreek will attend the next meeting.

341 Ms. Willson noted that the contract provides that "the contractor is solely responsible  
342 for the means, manner and method by which its duties, obligations and responsibilities are  
343 met."

344 • **NEXT MEETING DATE: December 4, 2024 at 9:00 AM**

345 ○ **QUORUM CHECK**



346 All Supervisors confirmed their attendance at the December 4, 2024 meeting.

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

348 • **Key Activity Dates Report**

349 The November 2024 Key Activity Dates Report was included for informational purposes.

350

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

352

353 Items 13, 14, 17, 21, 27, 28, 29, 30, and 34 were completed.

354 Item 8: Change “Mr. Greenberg” to “Mr. Tarr”

355 Item 9: Change “\$49” to “\$79”

356 Item 17: Remove item.

357

358 **SEVENTEENTH ORDER OF BUSINESS** **Old Business**

359

360 There was no old business.

361

362 **EIGHTEENTH ORDER OF BUSINESS** **Supervisors’ Requests**

363

364 Mrs. Adams will provide Mr. Light with a copy of the lake map.

365 Mr. Henry stated he met with Mr. Willis and Mr. Zordan about erosion between Lakes  
366 71 and 72. A \$25,000 estimate for repairs was received. Further meetings were held with the  
367 Lucarno Board and the homeowner on one side of the area. The homeowner installed a 6” PVC  
368 pipe that drains into the lake; the homeowner said it eliminated 90% of the problem. Mr. Henry  
369 stated an alternate proposal is being considered that he would like Mr. Zordan and Mr. Willis to  
370 approve, for work in the dry season. Funding would come from London Bay, not the CDD.

371 Mrs. Adams stated this will be considered at the January meeting. Mr. Zordan will work  
372 with Mr. Henry regarding billing.

373 Mr. Adams presented the plaque ordered for Mr. Greenberg in honor of his years of  
374 service on the Board.

375 Ms. Wheeler stated a Medici homeowner reported that both Lake 22 aerators are not  
376 working. She asked Mr. Zordan if a permit extension was filed for Lake 74 due to the state of  
377 emergency.

378 Ms. Gartland stated she can view the Rules of Procedure on the website but has  
379 problems accessing items via the mobile app. Mr. Willis will email the Rules of Procedure and  
380 address the problem with the webmaster. Ms. Gartland asked for Zoom meetings to be offered.  
381 Mrs. Adams stated that change will necessitate readvertising the meetings.

382

383 **NINETEENTH ORDER OF BUSINESS** **Public Comments (3 minutes per speaker)**

384

385 No members of the public spoke.

386

387 **TWENTIETH ORDER OF BUSINESS** **Adjournment**

388

389 **On MOTION by Mr. Henry and seconded by Mr. Light, with all in favor, the**  
390 **meeting adjourned at 11:41 a.m.**

391

392

393

394

395

396

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

397  
398  
399  
400  
401

---

Secretary/Assistant Secretary

---

Chair/Vice Chair

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

**MINUTES**

**B**

**DRAFT**  
**MINUTES OF MEETING**  
**MEDITERRA**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Mediterra Community Development District held a Regular Meeting on December 4, 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:**

Kenneth Tarr	Chair
Vicki Gartland	Vice Chair
Mary Wheeler	Assistant Secretary
John Henry	Assistant Secretary
Stephen Light	Assistant Secretary

**Also present:**

Chuck Adams (via telephone)	District Manager
Cleo Adams	District Manager
Shane Willis	Operations Manager
Alyssa Willson (via telephone)	District Counsel
Mark Zordan	District Engineer
Bill Bowden	MCA General Manager
James Barron	EarthBalance

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 9:03 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments (3 minutes per speaker)**

This item was presented following the Third Order of Business.

**THIRD ORDER OF BUSINESS**

**Chairman's Comments**

Mr. Tarr stated the letter was sent to residents and he received several positive responses. He recalled that, in the past, Ms. Gartland commented that these letters should be sent more often and welcomed her assistance again in the future. He would like the next letter to mention the Treasurer, the Assistant Treasurer and the CDD's capable Staff members, Mr. Adams, Mrs. Adams and Mr. Willis, and their many years of service to the CDD.

41 Ms. Gartland stated that the Frequently Asked Questions (FAQ) was not sent. A link will  
42 be added to the CDD website and the FAQ will be attached to the next letter.

43 ▪ **Public Comments (3 minutes per speaker)**

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

45 No members of the public spoke.

46

47 **FOURTH ORDER OF BUSINESS**

**Discussion: EarthBalance Corporation  
Agreement for Aquatic Maintenance  
Services**

48

49

50

51 Mr. Tarr stated that he compared the contract to what was stated during the October  
52 18, 2023 meeting at which the EarthBalance contract was awarded. At that meeting, Mr.  
53 Greenberg expressed concern about EarthBalance's intention to utilize subcontractors for part  
54 of the project.

55 Mr. Tarr welcomed Mr. James Barron, of EarthBalance, and noted that Mr. Barron was  
56 present at the aforementioned meeting.

57 Mr. Tarr read the following from the October 18, 2023 meeting minutes,

58 "Mr. Tarr asked Mrs. Adams to discuss how many technicians each firm would supply.  
59 Mrs. Adams indicated that Superior's bid states that routine maintenance will include two  
60 technicians, with one Supervisor and one Project Manager. Technicians will be onsite two days  
61 per week. EarthBalance indicated that Crosscreek Environmental routine maintenance will  
62 include three technicians three days a week. Mr. Tarr opined that 50% more visits with 50%  
63 more technicians will equal more activity."

64 Mr. Tarr stated that EarthBalance bid just under \$350,000 annually for the first and  
65 second years and Superior bid just under \$199,000 for the first year and slightly more than  
66 \$206,000 for the second year. He noted that the CDD pays a high price and he was disturbed by  
67 a handout at the last meeting indicating four lake technicians are on site one day per week.

68 Mr. Barron apologized and stated that EarthBalance will take the necessary steps to  
69 address the issue; he has not run into such issues with Crosscreek and asked if it is a quality  
70 control or a performance concern. Mrs. Adams stated that Ms. Gartland has been requesting  
71 debris removal since the hurricane and it has remained for weeks, which does not meet the  
72 Mediterra standards. She believes the higher level of staffing described in the bid led Mr. Tarr  
73 to favor EarthBalance as the recipient of the contract.

74 Mr. Tarr discussed the service level and responsiveness of The Club and the General  
75 Manager and stated that Staff takes the responsibility seriously. Mr. Barron apologized and  
76 stated that he was not aware of the concerns until he received a call after the last meeting; he  
77 will take whatever steps the Board would like.

78 The Board and Staff discussed solutions.

79 Mr. Light suggested EarthBalance provide a corrective action plan. Mr. Willis stated lake  
80 inspections are not an issue, as he receives the field reports, and Crosscreek’s field work is as  
81 good as any other contractor. There are no major deficiencies other than monthly reporting.

82 Ms. Wheeler stated the week of November 10, 2024 she reported that the aerators in  
83 the Medici lake were not working. Last Friday, one aerator was working but today the second  
84 aerator is still not working. Mr. Willis has not received any updates from Crosscreek. She thinks  
85 response time and communication need to improve.

86 Ms. Gartland asked if EarthBalance uses other subcontractors for this type of work. Mr.  
87 Barron replied affirmatively; Superior did good work for the CDD before and would be the first  
88 one he would contact. Mr. Tarr voiced his confidence in EarthBalance and stated the Board  
89 does not want to tell EarthBalance how to do its work. Mr. Barron stated he will submit a plan  
90 of action by the end of the week.

91 Ms. Gartland asked if the Board needs to approve a change of subcontractor, if  
92 EarthBalance decides a change is necessary. Mr. Willis stated the contract requires notifying  
93 Staff of a change of subcontractors and what effect the change would have on the budget.

94 Mr. Tarr voiced his belief that EarthBalance’s insurance certificate with his  
95 subcontractor would govern in the event of an insurable event, which would not change. Mr.  
96 Barron concurred. Mr. Willis noted that the CDD did not direct EarthBalance to take any  
97 particular action; they only participated in discussions. Mr. Barron stated he will provide a plan  
98 of action by the end of the week.

99

100 **FIFTH ORDER OF BUSINESS**

**Discussion/ Consideration: Johnson  
Engineering, LLC Professional Services  
Supplemental Agreement for Mediterra  
Lakes Assessment [Cost Analysis for  
Stormwater System Comprehensive  
Evaluation]**

106  
107 This item was discussed following Item 7B and was tabled.

108

109 **SIXTH ORDER OF BUSINESS****Discussion/ Consideration: Project Manual  
for Right-of-Way Fuel Reduction Services**

110

111

112 Mrs. Adams stated this item was already approved and the Agreement was executed.

113 Mr. Barron stated he will provide a schedule now that water is receding; he estimates that work

114 will begin in January 2025.

115

116 **SEVENTH ORDER OF BUSINESS****Update/ Discussion: Fuel Load Reduction  
Project**

117

118

119 **A. ROW Management Zones [Proposing Change Order to Current Agreement with  
120 EarthBalance for Balance of Areas]**

121 Mr. Zordan presented an option to add additional clearing to the approved scope of

122 work based on the belief that additional funds are budgeted. The consensus was not to proceed

123 with an expanded scope of work.

124 **B. Residential Conservation Zones [Proposing an RFP for Year 1 with Option in the  
125 Agreement to Add Year 2 & Year 3 in Following Years]**126 Mr. Zordan stated that he toured the areas with the Ecologist last week. The current  
127 proposal would restart with Year 1 and the RFP includes options for Year 2 and Year 3.128 Discussion ensued regarding the Board's strategy of budgeting one-third of the funds for  
129 each of three years versus completing the entire project in one year.130 Mrs. Adams stated that, in Fiscal Year 2023, \$80,000 was budgeted for conservation fire  
131 mitigation and, in Fiscal Year 2025, \$350,000 was budgeted. Mr. Zordan distributed a draft cost  
132 estimate. Mr. Light asked if the next scope of work repeats the work performed three years  
133 ago. Mrs. Adams replied affirmatively and stated no additional areas will be added.134 Mr. Zordan stated he utilized the CDD's current contractor's calculated per acre price of  
135 \$21,957.136 Mr. Barrow stated this work is very slow, as it involves picking up pine needles, etc. Mrs.  
137 Adams noted that machinery cannot be used so work must be done by hand.

138 Mrs. Adams stated the project will be advertised and go through the sealed bid process.

139 Mr. Zordan stated the contract provides for the bid to be advertised on December 12, 2024,  
140 with the bid opening on January 6, 2025 so that the bid analysis and recommendations can be



141 submitted in advance of the January meeting, subject to advertising. Mrs. Adams asked for the  
142 Notice of Contractor information to be sent to her office so the ad can be placed.

143 Mr. Tarr asked if EarthBalance performs the work or if subcontractors are utilized. Mr.  
144 Barron stated that all laborers are EarthBalance employees.

145 The Board and Staff discussed project timelines, scheduling issues in 2022 and offering  
146 scheduling flexibility for positive impacts on cost.

147 Mr. Zordan noted the goal to complete the project by May 15, 2025, or May 31, 2025 at  
148 the worst, so the project is complete before the rainy season.

149 Mr. Barron stated that, typically, a 6, 12 or 18-man crew would be sent for such work,  
150 depending upon the time allowed to complete the work.

151 Mr. Light asked if the bid package includes road safety and E-Verify. Mrs. Adams replied  
152 affirmatively.

153 Ms. Willson stated that the Project Manual will be updated. Solicitation will be sent to  
154 repeat contractors; the date will be extended if no responses are received.

155

156 **On MOTION by Ms. Gartland and seconded by Mr. Henry, with all in favor,**  
157 **authorizing Staff to advertise the RFP for Residential Conservation Area Fuel**  
158 **Load Reduction Services, and the Project Manual, to be amended, and the**  
159 **Evaluation Criteria, were approved.**

160

161

162 **▪ Discussion/ Consideration: Johnson Engineering, LLC Professional Services**  
163 **Supplemental Agreement for Mediterra Lakes Assessment [Cost Analysis for**  
164 **Stormwater System Comprehensive Evaluation]**

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

166 Mr. Tarr thanked Mr. Zordan for his work preparing this item. He suggested deferring  
167 consideration. Mr. Zordan stated his firm is still seeing prices come in higher in all aspects of  
168 bidding.

169 Mr. Henry voiced his opinion that nothing is currently in place to provide an  
170 independent evaluation of the quality of work being done. Mr. Tarr stated that Mr. Mark  
171 Saltieri of Johnson Engineering provides evaluations. Mr. Henry suggested implementing a  
172 three to five-year funding mechanism so the expenditure will not be so onerous.

173 Mr. Zordan was asked if his firm has ever completed a project like this. Mr. Zordan  
174 replied affirmatively; they recently did The Preserve at Corkscrew at Cypress Isles. Mr. Tarr  
175 asked Mr. Zordan to email the Board about who performed the work.

176 This item was tabled.

177

178 **EIGHTH ORDER OF BUSINESS**

**NEXT MEETING DATE: January 15, 2025 at  
179 9:00 AM**

180

181 ○ **QUORUM CHECK**

182 All Supervisors confirmed their attendance at the January 15, 2025 meeting.

183 It was noted that Mrs. Adams distributed the Unaudited Financials and the Financial  
184 Impact Analysis for informational purposes.

185 Mrs. Adams stated the fireball installation project is scheduled to be completed on  
186 Friday.

187 Mr. Willis stated Staff still has the recording of the original discussion of the Boardwalk  
188 Project; he asked permission to move that to the archived section of the website. Mr. Tarr  
189 stated this was unanimously approved.

190 Mr. Willis asked for clarification regarding which sod should be replaced at the Medici  
191 lake and if the entire perimeter is being done. Ms. Wheeler stated the east should not be done;  
192 the area behind 15201 should be replaced.

193 Mr. Tarr stated all the Encamat is now exposed. Mr. Willis stated, for lack of a better  
194 term, those are sacrificial sod installations that will eventually die.

195 Discussion ensued regarding the unappealing appearance of the Encamats.

196 Mr. Tarr suggested Board Members visit the Medici lake to understand the aesthetics.

197 Mr. Zordan stated covering the area with shell is an option; littoral plants can be added.

198 Discussion ensued regarding requirements for littorals, lake bank aesthetics and the 4:1  
199 slope. It was noted that some lakes are likely out of compliance, might have a different variance  
200 and might have a different water source.

201 Ms. Gartland asked for the May meeting to be rescheduled from May 21 to May 14,  
202 2025. Mrs. Adams stated that Mr. Adams will not be present and she and Mr. Willis must leave  
203 at 11:00 a.m., due to another scheduled meeting. The change was approved.

204 Ms. Gartland discussed a foul odor emanating from a cement structure with an open  
205 grate next to the pickleball courts. She asked if that is a CDD structure and if a cover can be

206 added and if anything can be done about the odor. Mr. Willis consulted a map and stated the  
207 structures, #224 and #224A, are interconnecting pipe structures owned by the CDD. He is not  
208 aware of any filtration systems that are not very expensive. It was noted that the well is some  
209 distance from the lake and that the well uses the CDD structure as a conduit to get water into  
210 the lake. Ms. Gartland asked if the CDD or The Club can pay to address the structure. Mr. Tarr  
211 wondered if the grate was originally drainage related to the parking lot.

212 Discussion ensued regarding the structures and water quality.

213 Mr. Bill Bowden stated that he recently met with RCS; there are different well depths  
214 and conditions on the east and west sides of the community.

215 Ms. Gartland asked if dead Palms can be removed from the preserve. Mrs. Adams stated  
216 dead trees are not removed from the preserve, as it must remain in its natural state.

217 Mr. Light asked if a common computer used for CDD and personal business is allowed.  
218 Ms. Willson stated it is allowed; however, he should ensure that all CDD emails and files are  
219 stored in one common folder on the computer so the information will be in one place, should  
220 he need to respond to a public records request.

221 Ms. Gartland stated she sent pictures of two big iguanas on Castellano Way to Pesky  
222 Varmints, who advised that they will address it.

223 Mrs. Adams stated the pipe cleaning project is scheduled to be completed in late  
224 December 2024.

225 It was noted that while MRI was working in the CDD yesterday they did not have  
226 flagmen directing traffic.

227

228 **NINTH ORDER OF BUSINESS Public Comments (3 minutes per speaker)**

229

230 No members of the public spoke.

231

232 **TENTH ORDER OF BUSINESS Adjournment**

233

234 **On MOTION by Ms. Gartland and seconded by Ms. Wheeler, with all in favor,**  
235 **the meeting adjourned at 10:18 a.m.**

236

237

238

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

239  
240  
241  
242  
243

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Secretary/Assistant Secretary

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Chair/Vice Chair

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

**STAFF**  
**REPORTS**

**C**

## Mediterra CDD

2025 Operations Financial Impact Analysis

1.9.25

<u>Operations Account</u>	<u>Budget</u> <u>FY 2025</u>	<u>Encumbered</u> <u>FY 2025</u>	<u>Variance</u> <u>FY 2025</u>
Lake Maintenance Contract	\$ 350,000	\$ 349,765	\$ 235
Contract Services	\$37,900	\$ 38,635	\$ (735)
Aqua/cut backs/pipe cleanout	\$ 100,000	\$ 210,700	\$ (110,700)
Fuel Load reduction right of ways	\$ -	\$ 205,891	\$ (205,891)
Fuel Load reduction conservations	\$350,000		\$ 350,000
Lake Bank - Erosion Repairs	\$ 100,000		\$ 100,000
Electricity	\$ 30,000	\$ -	\$ 30,000
Aeration Repairs and replacements	\$ 44,730	\$ 104,530	\$ (59,800)
	\$ 1,012,630	\$ 909,521	\$ 103,109

Notes

## Mediterra Breakdown January 9, 2025

### Summary:

#### **Water Management:**

Lake Maintenance Contract	\$349,365.00 (expires 10/31/25)
Conservation 4-B Dead Pine/Palm	\$ 400.00 (Cintron – invoice received 11.22.24)

**Total: \$349,765.00**

#### **Contract Services:**

Cane Toad Removal Project	\$ 20,000.00 (expires 11/31/24)
Lake 52 bacteria applications	\$ 5,700.00 (expires 11/31/25)
Water Quality Testing	\$ 12,200.00
Iguana Inspections	\$ 735.00

**Total: \$38,635.00**

#### **Aqua/cutbacks/pipe cleanout:**

Annual Pipe Cleanout Project	\$183,300.00
Annual Pipe Inspections	\$ 6,500.00
Pipe Repairs	\$ 20,900.00
Littoral Plantings Project	\$

**Total: \$210,700.00**

Fuel Load Reduction right of ways	\$205,891.00
Fuel Load Reduction conservation areas	\$
Lake Bank Erosion Repairs	\$

**Total: \$205,891.00**

Aeration Repairs & Replacement:	\$ 99,859.99 (Fire ball/Cabinet Install)
Aeration Repairs & Replacement:	\$ 4,670.00

**Total: \$104,529.99**

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

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

Note: Pipe Repairs include \$2,300.00 Lake 1 Hydroseal Repair to structure 245/Villoresi (\$2,300.00) and Major outfall from Lake 55 (south side of Veteran's Memorial Blvd (\$6,800.00) and approved June 20, 2024. Dredging of Storm Inlet Lake 6/Villorsi lake end to extend this pipe out five feet and approved August 21, 2024. Cost \$11,800.00.

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

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



**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*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 16, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>November 20, 2024</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>December 4, 2024*</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>January 15, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>February 19, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>March 19, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>April 16, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 14, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>May 21, 2025</b> <i>rescheduled to May 14, 2025</i>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>June 18, 2025</b>	<b>Regular Meeting</b>	<b>9:00 AM</b>
<b>August 20, 2025</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>9:00 AM</b>

**Exception**

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

**MEDITERRA  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS  
D**

# MEDITERRA CDD

## Key Activity Dates

### Updated: January 9, 2025

Highlighted boxes indicate current and upcoming projects within 60 days

Description	Reference	Submit To	Due Date	Date
Cane Toad Removal	SOP	N/A	The Cane Toad & Tadpole removal project is scheduled to commence in February. 2 night visits per month (February through November). Program will include 18 visits.	2/24 thru 11/2025
Wetland Maintenance	SOP	N/A	Wetland Maintenance as required by SFWMD is to be performed at a minimum of two times per year.	Feb./May/ August 2025
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.	11.1.24 thru 10.31.25
Elide Fire Extinguishing 6" Ball (Standard Bracket) Phase II Project to include the installation of 24 Cabinets	SOP	N/A	Project 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). Project completed November 25, 2024.	Warrant Expires 11/2026
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. \$11,800.00	Scheduled to commence on Monday, 1/13/2025
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 6/30/2025
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.	9/15/2025
Insurance Renewal	SOP	N/A	Bind Insurance for upcoming Fiscal Year with an effective of October 1st thru September 30th	10/1/2025
Adopted Budget	189.016, 189.418 & 200.065	Due to local governing authority (county or municipality)	Due to local governing authority (county or municipality) by October 1st each year.	10/1/2025
TRIM Compliance Report	200.068	Department of Revenue, Property Tax Oversight, Trim Compliance Section	No later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)	10/15/2025
Canna Lilly cut back	SOP	N/A	Seasonal cut back and removal of large stands of Canna Lilly on lake banks owned by the District, to reduce seasonal unsightliness and promote new lush and vigorous growth. Program to be considered/completed between February & March of each year if necessary.	Feb. & March Annually
Qualified Public Depositor Annual Report to CFO	280.17	Department of Financial Services- Division of Treasury - Collateral Management.	By November 30 of each year, file annual report for the period ending September 30, 2024	11/30/2025
Fiscal Year Annual District Filing Fee and Update Form	190,189.064 & 189.018 & Chapter 73C-24, F.A.C.	Florida department of Economic Opportunity (Special District Accountability Program)	Annual filing fee of \$175 is paid to the Florida department of Economic Opportunity. The filing of the Update Form is required to verify the status of the Special District and to update any changes (including changes to the registered agent). Filing Fee invoice and Update Form is mailed out by the State on October 1st of each year. The fee and form are due and must be postmarked by December 3rd.	12/3/2025
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. Pipe Cleaning approved in two Phases: Collier County to be completed as Phase I with Lee County to be completed as Phase II. 2024 Project to be completed 1/10/25. 2025 Annual Inspections commenced on January 6th.	8/2/24 thru 1/10/25. 2025 Annual inspections commenced on 1/6/25.
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 conducted by WHA	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
Residential 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. This is an agenda item for Board consideration.	Estimated time frame: 2/3/25 thru 5/31/25
Fuel Load Reduction Right of Ways	SOP	N/A	As approved at the August 21, 2024 meeting; project awarded to Earthbalance and is scheduled to commence during the dry season and added to the Fiscal Year 2024/25 Budget.	December 9, 2024 thru January 28, 2025
Phase Three East - Stormwater Pond 74	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: <a href="https://ethics.state.fl.us/Training/Training.aspx">https://ethics.state.fl.us/Training/Training.aspx</a>	12/31/2025
Form 1 Filing - Statement of Financial Interest			Beginning January 1, 2024, Form 1 will no longer be filed with your local Supervisor of Elections office. Instead, all Form 1s will be filed electronically with the Commission on Ethics. <a href="https://ethics.state.fl.us/">https://ethics.state.fl.us/</a> . 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.	Due 12/1/2025
Qualified Public Deposit Identification and Acknowledgement Form	280.02	Maintain original document in District Reports	Complete each time a new account is opened with a Qualified Public Depository.	

Bond - Disclosure	Bond Indenture Update	E.M.M.A. (Electronic Municipal Marketing Access) and Bond Trustee	<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>	11/1/2024

**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	<b>ACTION</b>	Move "Completed" items 6 months or older from the date moved to completed to the Archive List.	Admin Staff	X		
2	03.03.21	<b>ACTION</b>	Board: Include Mrs. Adams/Mr. Willis/Chair in email requests to Mgt. Mrs. Adams: Respond to requests indicating person who will give info. Mr. Willis: Track all requests.	Board Mrs. Adams Mr. Willis	X		
3	03.03.21	<b>ACTION</b>	Email mtg agenda to Chair 3 days before sending to BOS. <b>10.16.24:</b> Send to Vice Chair until new Chair elected	Admin Staff	X		
4	03.03.21	<b>ACTION</b>	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	<b>ACTION</b>	Obtain unit pricing for all contracts moving forward.	CDD Staff	X		
6	04.21.21	<b>ACTION</b>	Add cloud link on website & upload record of proceedings. <b>11.16.22</b> Check status & provide update at 02/2024 meeting.	Webmaster	X		
7	01.19.22	<b>ACTION</b>	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	<b>ACTION</b>	Include Mr. Tarr in email chain if fire incident happens so he can alert the Board.	Mr. Bowden	X		
9	02.21.24	<b>ACTION</b>	Take ethics training by 12.31.24. \$79 online course approved.	Board	X		
10	02.21.24	<b>ACTION</b>	Provide Board w/ permit for Permit Extension–Phase 3 East Stormwater Pond 74.	Mr. Adams	X		
11	04.17.24	<b>ACTION</b>	Draft specs for future lake bank remediations.	District Eng	X		
12	05.15.24	<b>ACTION</b>	Aquatics reports to be informative rather than repetitive or boilerplate. Factual reporting is needed, not marketing.	Mrs. Adams	X		
13	08.21.24	<b>ACTION</b>	MRI Proposal #4931 for Lake #6 inlet in Villoresi: Schedule after rainy season.	Mrs. Adams	X		
14	08.21.24	<b>ACTION</b>	Webmaster to send Shane a mthly email regarding updates.	Mr. Willis	X		
15	08.21.24	<b>ACTION</b>	Email Board when agenda packages are late.	Corporate	X		
16	10.16.24	<b>ACTION</b>	Staff will develop a bulleted list of Code of Conduct items to be inserted into the CDD's standard contracts going forward.	Mr. Adams	X		
17	10.16.24	<b>ACTION</b>	Send MRI pipe inspection updates to Board when received.	Mrs. Adams	X		
18	10.16.24	<b>ACTION</b>	Ensure palm fronds, trash & debris are removed from lakes as water levels recede.	Mr. Willis	X		

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19	10.16.24	<b>ACTION</b>	Engage Pesky for one full sweep of both golf courses and rock banks, in a not-to-exceed amount of \$1,000.	Mr. Willis	X		
20	10.16.24	<b>ACTION</b>	Confirm number of EarthBalance/Crosscreek techs & number of days of service per week.	Mr. Willis	X		
21	10.16.24	<b>ACTION</b>	Submit proposal for independent performance review of stormwater system according to scope of work as discussed.	Mr. Zordan	X		
22	10.16.24	<b>ACTION</b>	Monitor Operating Account to maintain \$250,000 and sweep excess to BankUnited ICS account.	Corporate	X		
23	10.16.24	<b>BOTH</b>	Prepare and send insurance summary to Board Members	Ms. Willson	X		
24	10.16.24	<b>ACTION</b>	Schedule ROV pipe inspection for mid-January if possible.	Mrs. Adams	X		
25	10.16.24	<b>BOTH</b>	Ms. Gartland: Draft Nov. Board Letter. Mrs. Adams: Email draft to Board; revisions to be discussed at Nov. meeting	Ms. Gartland/ Mrs. Adams	X		
26	11.20.24	<b>ACTION</b>	Discuss second possible dog park site with the MCA.	Mr. Tarr	X		
27	11.20.24	<b>ACTION</b>	Follow up with Blue Landscaping re: proposal and engage contractor to replace washed out sod; NTE \$1,000.:	Mr. Willis	X		
28	11.20.24	<b>BOTH</b>	Work with Architectural Review Committee (ARC) & MCA and the community to ensure that drainage is addressed when approving expansion of lanais and remodels of landscaping.	Admin Staff	X		
29	11.20.24	<b>ACTION</b>	Update letter to residents, forward to Mrs. Adams to send to Mr. Tarr for review, after which the letter will be sent.	Ms. Gartland	X		
30	11.20.24	<b>ACTION</b>	Review/approve Evaluation Criteria & project documents for preserves bid process, fire reduction RFP & fire ROW RFP; it is hoped that proposals can be reviewed in January 2025.	Board	X		
31	11.20.24	<b>ACTION</b>	Johnson Engineering: Lake 37 will not be retested at this time; rather, testing to be done during dry season. Mr. Elizarraraz to provide a letter stating that "We see no reason to take any additional action until the next regularly scheduled sampling".	Mr. Zordan/ Mr. Elizarraraz	X		
32	11.20.24	<b>ACTION</b>	Provide Mr. Light a copy of the Lake Map.	Mrs. Adams	X		
33	11.20.24	<b>ACTION</b>	Follow up with webmaster-ensure the Rules of Procedures are accessible on the Website.	Mr. Willis	X		
34	11.20.24	<b>ACTION</b>	Offer Zoom mtgs going forward; re-advertise Meeting Sched.	Mrs. Adams	X		



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1	08.16.23	<b>ACTION</b>	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
2	10.18.23	<b>ACTION</b>	Staff to adjust postage line item for FY 2024-2025 budget.	Mr. Adams		X	08.21.24
3	01.17.24	<b>ACTION</b>	Develop evaluation criteria for bidding process.	Board		X	08.21.24
4	02.21.24	<b>BOTH</b>	Publish RFP for fuel load reduction on ROW project.	Mr. Zordan		X	08.21.24
5	03.20.24	<b>ACTION</b>	Evaluate lakes for weeds/invasives, versus beneficial littorals.	Mr. Willis		X	08.21.24
6	05.15.24	<b>ACTION</b>	Obtain a per unit cost for "Fire suppression – cabinets" for budgeting purposes for the next meeting.	Mr. Willis		X	08.21.24
7	05.15.24	<b>ACTION</b>	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
8	05.15.24	<b>ACTION</b>	Declaration Pages or summary to BOS chart. Counsel review WHA insur. ensure adequate coverage. Send report to Board.	Mr. Adams		X	08.21.24
9	05.15.24	<b>ACTION</b>	Inspect outflow structures & provide pictures & summary at next meeting.	Mr. Zordan		X	08.21.24
10	05.15.24	<b>ACTION</b>	Move Financial Summary Sheet discussion from Unaudited Financials to Staff Reports.	Mr. Adams		X	08.21.24
11	06.20.24	<b>ACTION</b>	Obtain proposal for iguana control.	Mr. Willis		X	08.21.24
12	06.20.24	<b>ACTION</b>	Consider revisions to underlining & placement of totals & subtotals on Page 2 of proposed Fiscal Year 2025 budget.	Mr. Adams		X	08.21.24
13	10.18.23	<b>ACTION</b>	Record Consent to Use of Easement Agmt w Club. <b>12.06.23:</b> Agmt submitted to The Club for comments/execution.	Mr. Adams		REMOVED	10.16.24
14	05.15.24	<b>ACTION</b>	Provide Mr. Henry w/ breakdown of Debt Service Fund assessments on Pages 9 & 10 of proposed FY25 budget.	Mr. Adams		REMOVED	10.16.24
15	06.20.24	<b>ACTION</b>	Look into resident report of a pipe floating in the lake.	Mr. Radford		X	10.16.24
16	08.21.24	<b>ACTION</b>	Determine if golf course will participate in iguana control.	Mr. Willis		X	10.16.24
17	08.21.24	<b>ACTION</b>	Email Board of CDD's options if activity on adjacent property impacts/potentially damages CDD stormwater ponds.	Ms. Willson		X	10.16.24
18	08.21.24	<b>BOTH</b>	Address if fire liability coverage of \$75,000 is adequate.	Ms. Willson		X	10.16.24
19	06.20.24	<b>ACTION</b>	Determine if CDD can remediate/ repair if resident causes damage to CDD property, & then enforce reimbursement.	Mr. Haber/ Ms. Willson		X	12.04.24

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20	06.20.24	<b>ACTION</b>	Obtain proposal for repairs to Veterans/OS-Coco 1 outfall structures in dry season.	Mr. Zordan		X	12.04.24
21	08.21.24	<b>ACTION</b>	Ask wildlife expert to give iguana control presentation. <b>10.16.24:</b> Schedule presentation by FWC/Cons. of SW Florida.	Mr. Willis		X	12.04.24
22	10.16.24	<b>ACTION</b>	Add 15221 Medici to MRI's list of drain pipes to be addressed.	Mr. Willis		X	12.04.24
23	10.16.24	<b>ACTION</b>	Ms. Willson's email to be attached to the 10.16.24 Minutes.	Corporate		X	12.04.24
24	10.16.24	<b>ACTION</b>	Send/email info package with approved vendors for remediations and schematics to Board Members.	Mr. Willis		X	12.04.24
25	10.16.24	<b>BOTH</b>	Appointment to Vacant Seat 4 might occur at Nov. meeting.	Mrs. Adams		X	12.04.24
26	10.16.24	<b>ACTION</b>	Resend the summary of insurance coverages to the Board.	Mrs. Adams		X	12.04.24
27	10.16.24	<b>BOTH</b>	Mr. Light & other interested candidates for vacant seat(s) to send email of interest to Mrs. Adams for next agenda.	Mrs. Adams		X	12.04.24
28							
29							
30							