

**BEACH ROAD  
GOLF ESTATES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**September 20, 2021**

**BOARD OF SUPERVISORS  
REGULAR MEETING  
AGENDA**

# Beach Road Golf Estates Community Development District

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 571-0013

September 13, 2021

Board of Supervisors  
Beach Road Golf Estates 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 Beach Road Golf Estates Community Development District will hold a Regular Meeting on September 20, 2021, at 1:00 p.m., at the Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse, 17671 Bonita National Boulevard, Bonita Springs, Florida 34135 and via Zoom at <https://us02web.zoom.us/j/81142213094>, Meeting ID: **811 4221 3094** or telephonically at **1-929-205-6099**, Meeting ID: **811 4221 3094**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Update: Lake Bank Erosion Repair Project
4. Update: Streetlight Installation Project on Bonita Beach Road
5. Update: Traffic Study
6. Consideration of SOLitude Lake Management Services Contracts
  - A. Annual Preserve Maintenance
  - B. Annual Lake & Flow-way Management
7. Acceptance of Unaudited Financial Statements as of July 31, 2021
8. Approval of August 16, 2021 Public Hearings and Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
  - B. District Engineer: *Banks Engineering, Inc.*
  - C. District Manager: *Wrathell, Hunt & Associates, LLC*
    - NEXT MEETING DATE: October 18, 2021 at 1:00 P.M.

○ QUORUM CHECK

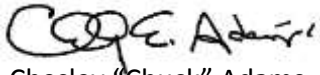
Joseph Grillo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Barry Kove	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Daniel DiTommaso	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Denise Kempf	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Peter Leyon	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

10. Audience Comments/Supervisors' Requests

11. Adjournment

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

Sincerely,



Chesley "Chuck" Adams  
District Manager

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**6A**

**SERVICES CONTRACT**

CUSTOMER NAME: Chuck Adams #239-464-7114 [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

PROPERTY NAME: *BEACH ROAD GOLF ESTATES CDD*

CONTRACT EFFECTIVE DATE: January 1, 2022, through December 31, 2022

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Annual Preserve Maintenance for Approximately 162.12 On -site Acreage

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$31,900.00**. SOLitude shall invoice the Customer **\$15,950 per event** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each treatment month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each semi-annual contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

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Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

*BEACH ROAD GOLF ESTATES CDD*

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**9220 Bonita Beach Road Suite #2214 Bonita Springs, FL 34135**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## **SCHEDULE A - SERVICES**

### **Semi-Annual Preserve Maintenance:**

1. **Solitude Lake Management will conduct semi-annual exotic vegetation maintenance event's on approximately 162.12 acres of preserve on the attached map at Bonita National CDD Events will be in January & July**
2. **All FLEPPC Category 1 and 2 species will be killed in place using an approved herbicide.**
3. **This proposal does not include debris removal or disposal.**

### **Service Reporting:**

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

### **Permitting (when applicable):**

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

### **Customer Responsibilities:**

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

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General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**6B**

## SERVICES CONTRACT

CUSTOMER NAME: Chuck Adams #239-464-7114 [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

PROPERTY NAME: BEACH ROAD GOLF ESTATES CDD

CONTRACT EFFECTIVE DATE: October 1, 2021, through September 30, 2022

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Annual Lake & Flow-way Management for 29 sites approximately 119.14 Acres.

This agreement (the "Agreement") is made as of the date indicated above and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$54,120.00**. SOLitude shall invoice Customer **\$4,510.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, the Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar

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expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customers understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this

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Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

11. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

12. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

BEACH ROAD GOLF ESTATES CDD

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

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

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

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

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

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

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

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

**Please Remit All Payments to:**

**Customer's Address for Notice Purposes:**

**1320 Brookwood Drive Suite H  
Little Rock AR 72202**

**9220 Bonita Beach Road Suite #214 Bonita Springs, FL 34135**

**Please Mail All Contracts to:**

**2844 Crusader Circle, Suite 450  
Virginia Beach, VA 23453**

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## SCHEDULE A - SERVICES

### ANNUAL POND MANAGEMENT SERVICES

#### Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Erosion
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

#### Aquatic Weed Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species.

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Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control Lakes:

1. Shoreline areas will be inspected on a **three (3) times per month** basis.
2. Any growth of cattails, torpedograss, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Floway Maintenance: Approximately 20 Acres Floways A,B,C,& R (Map attached)

1. Company will conduct on a **one (1) time per month** basis on the designated Floway areas.
2. The treatment will include all FLEPPC Category 1 & 2 species and nuisance vines.
3. All Species will be killed in place with an approved herbicide,
4. This proposal does not include debris removal or disposal.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis for the management of all nuisance and exotic species.
2. All Species will be killed in place with an approved herbicide,
3. This proposal does not include debris removal or disposal.

Pond Algae Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

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Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
  - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**7**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2021**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
BALANCE SHEET  
JULY 31, 2021**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 168,452	\$ -	\$ -	\$ 168,452
Undeposited funds	23,212	-	-	23,212
Investments				
Revenue	-	1,375,579	-	1,375,579
Reserve	-	1,048,785	-	1,048,785
Sinking	-	27	-	27
Interest	-	1	-	1
Prepayment	-	14	-	14
Construction	-	-	1,858,705	1,858,705
Due from general fund	-	31,218	-	31,218
Due from other governments	18,530	-	-	18,530
Utility deposit	282	-	-	282
Total assets	<u>\$ 210,476</u>	<u>\$ 2,455,624</u>	<u>\$ 1,858,705</u>	<u>\$ 4,524,805</u>
<b>LIABILITIES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 5,125	\$ -	\$ -	\$ 5,125
Developer advance	1,983	-	-	1,983
Accrued taxes payable	306	-	-	306
Due to debt service	31,218	-	-	31,218
Total liabilities	<u>38,632</u>	<u>-</u>	<u>-</u>	<u>38,632</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	18,530	-	-	18,530
Total deferred inflows of resources	<u>18,530</u>	<u>-</u>	<u>-</u>	<u>18,530</u>
<b>FUND BALANCES</b>				
Restricted for:				
Debt service	-	2,455,624	-	2,455,624
Capital projects	-	-	1,858,705	1,858,705
Unassigned	153,314	-	-	153,314
Total fund balances	<u>153,314</u>	<u>2,455,624</u>	<u>1,858,705</u>	<u>4,467,643</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 210,476</u>	<u>\$ 2,455,624</u>	<u>\$ 1,858,705</u>	<u>\$ 4,524,805</u>

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
On-roll assessments	\$ 1,058	\$ 196,632	\$ 161,123	122%
Off-roll assessments	-	-	34,289	0%
Intergovernmental mitigation and monitoring	5,278	80,824	114,480	71%
Non-governmental mitigation and monitoring	-	5,941	-	N/A
Interest	2	31	-	N/A
Total revenues	<u>6,338</u>	<u>283,428</u>	<u>309,892</u>	91%
<b>EXPENDITURES</b>				
Supervisors	2,153	6,459	-	N/A
Management/recording	3,333	33,333	40,000	83%
Financial accounting services	1,292	12,917	15,500	83%
Audit	-	4,200	4,500	93%
Dissemination agent	417	4,167	5,000	83%
Trustee fees	-	10,077	10,850	93%
Legal	560	5,227	10,000	52%
Engineering	-	-	5,000	0%
Postage	211	678	300	226%
Printing & reproduction	83	833	1,000	83%
Legal advertising	-	1,207	1,000	121%
Annual district filing fee	-	175	175	100%
Insurance	-	6,098	6,200	98%
Other current charges	357	1,282	650	197%
ADA website maintenance	-	210	210	100%
Website	-	705	615	115%
Total professional & admin	<u>8,406</u>	<u>87,568</u>	<u>101,000</u>	87%
<b>Operations</b>				
Mitigation maintenance and monitoring	4,680	157,425	212,000	74%
On-site operations and maintenance	-	4,179	-	N/A
Total operations	<u>4,680</u>	<u>161,604</u>	<u>212,000</u>	76%
<b>Other fees and charges</b>				
Property appraiser	-	1,459	1,199	122%
Tax collector	-	189	1,799	11%
Total other fees and charges	<u>-</u>	<u>1,648</u>	<u>2,998</u>	55%
Total expenditures	<u>13,086</u>	<u>250,820</u>	<u>315,998</u>	79%
Excess/(deficiency) of revenues over/(under) expenditures	(6,748)	32,608	(6,106)	
Fund balance - beginning	160,062	120,706	271,115	
Assigned				
Lake bank erosion repair <sup>1</sup>	150,000	150,000	150,000	
Unassigned	3,314	3,314	115,009	
Fund balance - ending	<u>\$ 153,314</u>	<u>\$ 153,314</u>	<u>\$ 265,009</u>	

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015  
FOR THE PERIOD ENDED JULY 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 10,763	\$ 2,000,369	\$ 1,625,460	123%
Assessment levy: off-roll	-	-	371,308	0%
Interest	21	195	-	N/A
Total revenues	<u>10,784</u>	<u>2,000,564</u>	<u>1,996,768</u>	100%
<b>EXPENDITURES</b>				
Principal	-	570,000	570,000	100%
Interest	-	1,407,910	1,407,910	100%
Total expenditures	<u>-</u>	<u>1,977,910</u>	<u>1,977,910</u>	100%
<b>Other fees and charges</b>				
Tax collector	-	1,925	-	N/A
Total other fees and charges	<u>-</u>	<u>1,925</u>	<u>-</u>	N/A
Total expenditures	<u>-</u>	<u>1,979,835</u>	<u>1,977,910</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	10,784	20,729	18,858	
Fund balance - beginning	<u>2,444,840</u>	<u>2,434,895</u>	<u>2,425,403</u>	
Fund balance - ending	<u><u>\$ 2,455,624</u></u>	<u><u>\$ 2,455,624</u></u>	<u><u>\$ 2,444,261</u></u>	



**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2015  
FOR THE PERIOD ENDED JULY 31, 2021**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest	\$ 16	\$ 218
Total revenues	16	218
<b>EXPENDITURES</b>		
Capital outlay	139,682	727,808
Total expenditures	139,682	727,808
Net increase/(decrease), fund balance	(139,666)	(727,590)
Beginning fund balance	1,998,371	2,586,295
Ending fund balance	\$ 1,858,705	\$ 1,858,705

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**8**

**DRAFT**

**MINUTES OF MEETING  
BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Beach Road Golf Estates Community Development District held Multiple Public Hearings and a Regular Meeting on August 16, 2021, at 1:00 p.m., at the Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse, 17671 Bonita National Boulevard, Bonita Springs, Florida 34135 and via Zoom at <https://us02web.zoom.us/j/81142213094> and telephonically at 1-929-205-6099, Meeting ID 811 4221 3094, for both.

**Present at the meeting were:**

Barry Kove	Chair
Daniel DiTommaso	Vice Chair
Joseph Grillo	Assistant Secretary
Peter Leyon	Assistant Secretary
Denise Kempf	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Shane Willis	Operations Manager
Greg Urbancic (via phone)	District Counsel
James Werbeck	Resident/HOA
Ralph Hay (via phone)	Resident
Sal Dona	Resident/HOA

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Adams called the meeting to order at 1:00 p.m. All Supervisors were present, in person.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Resident Ralph Hay asked who is responsible for cleaning stormwater grates clogged with trash. Mr. Adams stated the HOA currently managed the Lake Maintenance contractor but it was anticipated that the CDD would begin managing the contractor on October 1, 2021.

39 **THIRD ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year  
2021/2022 Budget

40

41

42 **A. Proof/Affidavit of Publication**

43 The affidavit of publication was included for informational purposes.

44 **B. Consideration of Resolution 2021-06, Relating to the Annual Appropriations and**45 **Adopting the Budget for the Fiscal Year Beginning October 1, 2021, and Ending**46 **September 30, 2022; Authorizing Budget Amendments; and Providing an Effective**47 **Date**

48 Mr. Adams reviewed the proposed Fiscal Year 2022 budget, which had only changed

49 slightly since last presented. He highlighted any line item increases, decreases and adjustments

50 compared to the Fiscal Year 2021 budget, and explained the reasons for any adjustments.

51 Revenues increased slightly; intergovernmental costs decreased by approximately \$55,000

52 because the construction with Florida Power &amp; Light (FPL) was completed. Expenditures would

53 increase by \$92,000 since the CDD would take over on-site lake and preserve maintenance from

54 the Master Association. Year-over-year, there would be a \$27 to \$28 increase in assessments,

55 per unit, on the operations and maintenance (O&amp;M) side.

56 **Mr. Adams opened the Public Hearing.**

57 No members of the public spoke.

58 **Mr. Adams closed the Public Hearing.**

59 Mr. Kove thought the Mailed Notice brought clarity to property owners and stated it

60 was well-received. He stated he received numerous emails questioning how this would affect

61 HOA fees, going forward and he made it very clear in conversations that the CDD has no control

62 over what the HOA charges. Mr. Adams recalled that the Mailed Notice indicated that these

63 services would be removed from the HOA budget.

64 Mr. Adams presented Resolution 2021-06.

65

66 **On MOTION by Mr. Kove and seconded by Mr. Grillo, with all in favor,**  
67 **Resolution 2021-06, Relating to the Annual Appropriations and Adopting the**  
68 **Budget for the Fiscal Year Beginning October 1, 2021, and Ending September**  
69 **30, 2022; Authorizing Budget Amendments; and Providing an Effective Date,**  
70 **was adopted.**

71

72 **FOURTH ORDER OF BUSINESS** **Public Hearing to Hear Comments and**  
 73 **Objections on the Imposition of**  
 74 **Maintenance and Operation Assessments**  
 75 **to Fund the Budget for Fiscal Year**  
 76 **2021/2022, Pursuant to Florida Law**  
 77

78 **A. Proof/Affidavit of Publication**

79 **B. Mailed Notice(s) to Property Owners**

80 These items were provided for informational purposes.

81 **C. Consideration of Resolution 2021-07, Making a Determination of Benefit and Imposing**  
 82 **Special Assessments for Fiscal Year 2021/2022; Providing for the Collection and**  
 83 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for**  
 84 **Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an**  
 85 **Effective Date**

86 **Mr. Adams opened the Public Hearing.**

87 No members of the public spoke.

88 **Mr. Adams closed the Public Hearing.**

89 Mr. Adams presented Resolution 2021-07.

90

91 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor,**  
 92 **Resolution 2021-07, Making a Determination of Benefit and Imposing Special**  
 93 **Assessments for Fiscal Year 2021/2022; Providing for the Collection and**  
 94 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**  
 95 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**  
 96 **Providing an Effective Date, was adopted.**

97

98

99 **FIFTH ORDER OF BUSINESS** **Update: Lake Bank Erosion Repair Project**

100

101 Mr. Kove gave the following update:

102 ➤ MRI commenced repairs at the multi-family homes three weeks ago and the project was  
 103 progressing beautifully. Cherrywood Court, which was probably the area most in need of repair,  
 104 was completed and, while the berms took longer than anticipated, the grass was installed on  
 105 August 13, 2021.

106 ➤ The next area scheduled would be Carlow Court, and then Cookstown Court.

107 ➤ Based on the initial schedule, the project was projected to be completed in two months.

108

109 **SIXTH ORDER OF BUSINESS**

**Update: Streetlight Installation Project on  
Bonita Beach Road**

110

111

112 Mr. Adams gave the following update:

113 ➤ Installation of LED lights and arms on the existing wood poles on the north side of  
114 Bonita Beach Road was underway.

115 ➤ Concrete poles to be installed on the south side of Bonita Beach Road were delivered.

116 ➤ The LED heads to be installed are in compliance with the City's Dark Skies Ordinance.

117 ➤ The Lights were designed to cast more light to the front than to the back; minimal light  
118 would be cast into backyards.

119 Mr. Kove asked if the electric wiring would be buried on the south side of Bonita Beach  
120 Road. Mr. Adams stated he believed so; wires on the north side would remain. Discussion  
121 ensued regarding the project and FPL use of the public utility easement. The consensus was  
122 that the project was a benefit to the community.

123

124 **SEVENTH ORDER OF BUSINESS**

**Discussion: Stormwater Needs Analysis**

125

126 This item was presented following the Ninth Order of Business.

127

128 **EIGHTH ORDER OF BUSINESS**

**Consideration of Proposals for Littoral  
Plantings**

129

130

131 Mr. Adams stated the current plantings meet the requirements of the CDD's permits;  
132 these proposals were for supplemental plantings. He distributed and presented proposals from  
133 EarthBalance and SOLitude for the supply, delivery and installation of 45,000 plants. SOLitude  
134 bid \$0.78 per plant and EarthBalance bid \$0.67 per plant. He discussed the warranties, plant  
135 selection, erosion control, absorption of nutrients and pesticides, aesthetics and placement of  
136 Golden Canna, Pickerelweed and Arrowhead in addition to existing littoral plantings. Plantings  
137 would include areas disrupted by lake bank erosion work and bare areas. Littoral plant  
138 management would require monitoring, irrigation of aquatic plants during the dry season, in

139 cooperation with the HOA, and educating residents about the process and importance of  
140 littoral plantings.

141 Discussion ensued regarding locations, quantity and timing; planting would take  
142 approximately one week and it may be scheduled in September. Mr. Adams stated the  
143 Construction Fund had sufficient funds for the project and he would attempt to schedule  
144 plantings in conjunction with the golf course closure.

145 Discussion ensued regarding irrigation issues and the optimal quantity of plantings. Mr.  
146 Adams discussed the benefits of littoral plants, including erosion control, improvement of water  
147 quality and providing habitat for fish and wading birds. He noted that stormwater ponds are  
148 required to have a littoral shelf and discussed the parameters and benefits to property owners.

149

150 **On MOTION by Mr. Kove and seconded by Mr. DiTomasso, with all in favor, the**  
151 **EarthBalance proposal, in the amount of \$30,150, was approved.**

152

153

154 **NINTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of June 30, 2021**

155

156

157 Mr. Adams presented the Unaudited Financial Statements as of June 30, 2021.  
158 Additional revenue was expected, as another quarter was billed to Valencia and the other two  
159 CDDs. The financials were accepted.

160 **▪ Discussion: Stormwater Needs Analysis**

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

162 Mr. Adams stated that, due to newly passed legislation, all Florida governmental entities  
163 with certain infrastructure are required to complete a Stormwater Needs Analysis. This would  
164 be primarily an Engineering function. The Analysis would include a description of the overall  
165 stormwater system, cost to replace and long-term planning for infrastructure replacement.  
166 When received, forms would be completed and updated every five years. Updates would be  
167 provided when received.

168

169 **TENTH ORDER OF BUSINESS**

**Approval of July 19, 2021 Regular Meeting  
Minutes**

170

171

172 This item was presented following the Twelfth Order of Business.

173

174 **ELEVENTH ORDER OF BUSINESS**

**STAFF REPORTS**

175

176 **A. District Counsel: *Coleman, Yovanovich & Koester, P.A.***

177 There was no report.

178 **B. District Engineer: *Banks Engineering, Inc.***

179 There was no report.

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

181 • **NEXT MEETING DATE: September 20, 2021 at 1:00 P.M.**

182 ○ **QUORUM CHECK**

183 The next meeting will be held September 20, 2021.

184

185 **TWELFTH ORDER OF BUSINESS**

**Audience  
Requests**

**Comments/Supervisors'**

186

187

188 Mr. Kove stated he would meet with Mr. Adams and the HOA on August 26, 2021  
189 regarding the Traffic Study; an update would be provided at the next meeting if any decisions  
190 are made.

191 **▪ Approval of July 19, 2021 Regular Meeting Minutes**

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

193 Mr. Adams presented the July 19, 2021 Regular Meeting Minutes.

194 The following changes were made:

195 Line 26 and throughout: Change "Horvath" to "Werbeck"

196 Line 27 and throughout: Change "Hensketh" to "Yudkin"

197 Regarding line 138, Mr. DiTomasso asked if Mr. Nagle was still inspecting spot repairs.

198 Mr. Kove stated he was performing an inspection every two weeks; attendance was required  
199 for approval and payment.

200

201 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the July**  
202 **19, 2021 Regular Meeting Minutes, as amended, were approved.**

203

204



205 **THIRTEENTH ORDER OF BUSINESS**

**Adjournment**

206

207           There being no further business to discuss, the meeting adjourned.

208

209           **On MOTION by Mr. Grillo and seconded by Mr. DiTomasso, with all in favor,**  
210           **the meeting adjourned at 1:45 p.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

\_\_\_\_\_  
Chair/Vice Chair

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**9C**

**BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT**

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

**LOCATION**

*Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse, 17671 Bonita National Blvd.,  
Bonita Springs, Florida 34135*

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 18, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 15, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>December 13, 2021</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>January 10, 2022*</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>February 21, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>March 21, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>April 18, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>May 16, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>June 20, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>July 18, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>August 15, 2022</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>1:00 PM</b>
<b>September 19, 2022</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>

***Exceptions\****

*December meeting date is one week earlier to accommodate the Christmas Holiday*

*January meeting date is one week earlier to accommodate Martin Luther King Jr. Holiday*