

**BEACH ROAD
GOLF ESTATES
COMMUNITY DEVELOPMENT
DISTRICT**

February 20, 2023

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA
LETTER**

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

February 13, 2023

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 February 20, 2023 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/94341134325>, Meeting ID: **943 4113 4325** or telephonically at **1-305-224-1968**, Meeting ID: **943 4113 4325**. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Opening Comments
3. Public Comments (*3 minutes per speaker*)
4. Consider Award of Contract - Lake and Wetland Maintenance
 - A. Premier Lakes, Inc.
 - B. SOLitude Lake Management, LLC
 - C. Superior Waterway Services, Inc.
5. Continued Discussion/Update: Beach Road Lighting Project
6. Discussion: Builder, Homeowner & CDD Erosion Responsibilities
7. Acceptance of Unaudited Financial Statements as of December 31, 2022
8. Approval of January 9, 2023 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: March 20, 2023 at 1:00 PM
 - QUORUM CHECK

| | | | | |
|--------|---------------------|------------------------------------|--------------------------------|-----------------------------|
| Seat 1 | Joseph Grillo | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| Seat 2 | Barry Kove | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| Seat 3 | Daniel DiTommaso | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| Seat 4 | Denise Kempf | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| Seat 5 | Timothy Vanderhyden | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

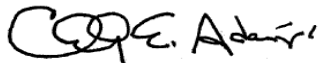
D. Field Operations: *Wrathell, Hunt & Associates, LLC*

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**

4



Wrathell, Hunt and Associates, LLC

TO: Beach Road Golf Estates CDD Board of Supervisors
FROM: Shane Willis – Operations Manager
SUBJECT: Consideration of Award of Contract – Lake & Wetland Maintenance
DATE: February 6, 2023

Your current Lake & Wetland Contracts are on a month to month basis. Termination notices have been sent to your current contractors effective March 31, 2023. Staff recently solicited a Request for Proposals (RFP) from four contractors with three submitting bids, based on the contract specifications provided by the District.

As is typical with the District’s contracts, this is a one year contract with a second year option, at the sole discretion of the District. The financial tabulation is as follows:

| <u>Company Name:</u> | <u>1st Year:</u> | <u>2nd Year:</u> |
|-----------------------------|------------------------------------|------------------------------------|
| • Solitude | \$88,180.00 | \$88,180.00 |
| • Premier Lakes | \$82,500.00 | \$82,500.00 |
| • Superior Waterway | \$80,204.00 | \$80,204.00 |

Solitude Lake Management (formally Lake Masters) is your current service provider and has the knowledge, training, and resources required to maintain the District’s lakes and wetlands systems.

Although Premier Lakes is a relatively new company, its leadership is well known to District Staff and possesses the knowledge, training, and resources to maintain the District’s lakes and wetlands systems.

Superior Waterway Services, Inc. is your current aeration service provider and possesses the knowledge, training and resources to maintain the District’s lakes and wetlands.

Aeration maintenance services are currently under a contract agreement valued at \$10,400.00.

The current 2022/23 budget for Aquatic, Wetland Maintenance, Fountain and aeration is \$92,908.00.

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

4A



Annual Management Program Agreement

Customer Name: Beach Road Golf Estates CDD (Bonita National)

Management Company (if applicable): Wrathell, Hunt, & Associates, LLC., Chuck Adams

Agreement Effective Date: March 1st, 2023 - February 29th, 2024

Program Description: Annual Lake & Flowway Maintenance

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **January 15th, 2023**, is made by and between Premier Lakes, Inc., hereinafter known as “Premier Lakes” and **Beach Road Golf Estates CDD**, hereinafter known as “Customer”.

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer in accordance with the terms and conditions of this Agreement, and Customer agrees to pay Premier Lakes for those services as enumerated below in accordance with the terms and conditions of this agreement.
2. **Service Area:** The “Service Area” is described as **24 lakes and 5 flowways totaling 121.54 surface acres and 67,835 linear feet.**
3. **Contract Services:** Premier Lakes will perform **(52) fifty-two** inspections per year of the Service Area, and will provide the following service as necessary.
 - a. **Aquatic Weed Control:** Growth of undesired aquatic vegetation will be treated upon identification through the application of aquatic herbicides and adjuvants. Most of the time these treatments will occur immediately upon inspection, however, timing may be adjusted to ensure the best results. All efforts will be made to be certain that control of unwanted vegetation is achieved before it becomes unsightly.
 - b. **Algae Control:** Algae will be controlled by the application of algaecides and adjuvants as needed.
 - c. **Shoreline Weed Control:** Any growth of undesirable vegetation will be controlled and maintained utilizing aquatic herbicides and surfactants, and hand pulling where appropriate. Species including Torpedo Grass, Cattails, Primrose Willow, and other species deemed unwanted by the customer will be



controlled. The customer understands that when spraying in beneficial littoral plants, minor damage to native vegetation may occur.

- d. **Flowway Maintenance:** Flowways will be treated for all FLEPPC Category 1 & 2 species and nuisance vines. All species will be killed in place with an approved herbicide. This proposal does not include debris removal.
 - e. **Water Quality Analysis:** Dissolved oxygen, pH, and temperature will be included as needed. More detailed water quality testing will be an additional charge based on the actual parameters agreed upon. Remediation will be priced separately.
 - f. **Trash Pickup:** Premier Lakes will provide minor trash and debris pickup when on-site. In some circumstances, for example, in a community where a significant amount of new home construction is ongoing, and the amount of trash and debris is excessive, trash pickup will be an additional service to be added.
 - g. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
 - h. **Aquatic Consultation:** Attendance to monthly board meetings when requested.
4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a three (3%) increase in the Annual Agreement Price each year, under the same terms, specifications, and conditions as set forth by this Agreement.
 5. **Payment Terms:** No payment shall be due and payable upon the execution of this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$4,375** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. Customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to customer by Premier Lakes on balances not paid with the sixty (60) days.
 6. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
 7. **Credit & Debit Card Fees:** Premier Lakes will charge customer a 3% processing fee for invoices paid by Credit or Debit card.



8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of Service Area has materially declined between the date of this Agreement and commencement date of the Agreement. If Premier Lakes commences services under this Agreement, then this paragraph will not apply.
9. **Force Majeure:** Premier Lakes 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.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information including, but not limited to, billing address, email addresses, and phone numbers within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month in which the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at P.O. Box 3483, North Fort Myers, FL 33918. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days' written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results hereunder, and Premier Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants on account of disease, pestilence, flood, weather or any other means unrelated to Premier Lakes activities. In addition, some collateral damage to beneficial plants might be necessary in order to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.
14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately by Premier Lakes in accordance with a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary given the scope and nature of the services. Premier Lakes will be



responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct. In no event will any party to this agreement be liable to the other for incidental, consequential or purely economic damages.

16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Agreement Amount: \$52,500

Monthly Agreement Amount: \$4,375

Invoicing Frequency: Month

Accepted and Approved:

Beach Road Golf Estates CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 25551 Technology Blvd Unit 6, Punta Gorda, FL
33950





Annual Management Program Agreement

Customer Name: Beach Road Golf Estates CDD (Bonita National)

Management Company (if applicable): Wrathell, Hunt, & Associates, LLC., Chuck Adams

Agreement Effective Date: March 1st, 2023 - February 29th, 2024

Program Description: Annual Wetlands Maintenance

Premier Lakes Consultant: Alex Kurth

Consultant Phone Number: 239-707-1575

This Agreement, dated **January 15th, 2023**, is made by and between Premier Lakes, Inc., hereinafter known as "Premier Lakes" and **Beach Road Golf Estates CDD**, hereinafter known as "Customer".

Both Customer and Premier Lakes agree to the following terms and conditions:

1. **General Conditions:** Premier Lakes will provide the contract services enumerated below to the Customer in accordance with the terms and conditions of this Agreement, and Customer agrees to pay Premier Lakes for those services as enumerated below in accordance with the terms and conditions of this agreement.
2. **Service Area:** The "Service Area" is described as **two wetlands consisting of 157.37 acres.**
3. **Contract Services:** Premier Lakes will perform **(2) two** inspections per year of the Service Area, and will provide the following service as necessary.
 - a. **Wetland and Upland Management:** Services include the application of herbicides to control unwanted vegetation. Although category 1+2 exotic and nuisance vegetation will be the primary focus, other nuisance weeds may be targeted. Due care will be taken to preserve understory native growth. Hand pulling and cutting of material will be performed where appropriate. Initial clean-ups and removals will be performed at an additional charge.
 - b. **Management Reporting:** Service reports detailing the services rendered will be provided following each inspection.
4. **Contract Term & Automatic Renewal:** This Agreement is for an annual management program. This Agreement will automatically renew annually at the end of the Agreement Effective Date for subsequent one (1) year terms, with a three (3%) increase in the Annual Agreement Price each year, under the same terms, specifications, and conditions as set forth by this Agreement.



5. **Payment Terms:** No payment shall be due and payable upon the execution of this Agreement. The balance of the monthly service amount shall be billed in equal **Monthly** installments of **\$2,500** per **Month** commencing as of the first day of the month following the date of commencement of this Agreement. Customer agrees to pay Premier Lakes within thirty (30) days of the invoice. If customer fails to pay any invoice within sixty (60) days of the invoice date, then a service charge of 1% per month (12% per annum) will be charged to customer by Premier Lakes on balances not paid with the sixty (60) days.
6. **Forms of Payment:** Premier Lakes accepts payment by Check, ACH, Debit, and Credit Cards.
7. **Credit & Debit Card Fees:** Premier Lakes will charge customer a 3% processing fee for invoices paid by Credit or Debit card.
8. **Contract Void Ab Initio:** This contract will be void ab initio if Premier Lakes, in its sole discretion, determines that the condition of Service Area has materially declined between the date of this Agreement and commencement date of the Agreement. If Premier Lakes commences services under this Agreement, then this paragraph will not apply.
9. **Force Majeure:** Premier Lakes 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.
10. **Contact Updates:** It is the customer's sole responsibility to notify Premier Lakes of any change in contact information including, but not limited to, billing address, email addresses, and phone numbers within thirty (30) days of any such changes.
11. **Termination:** This Agreement may be terminated by either Party with thirty (30) days' written notice, service to continue to the end of the month in which the 30th day falls. All notifications must be sent by Certified Mail to Premier Lakes at P.O. Box 3483, North Fort Myers, FL 33918. Any party may notify the other Party of any change in name or address to which notices hereunder shall be sent by providing the same with thirty (30) days' written notice to the other Party.
12. **Enforcement and Governing Law:** A default by either Party under this agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right to damages and injunctive relief under Florida law.
13. **Safety:** Premier Lakes agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results hereunder, and Premier



Lakes will use all due care to protect the property of the Customer. Premier Lakes will not be liable for damage to plants on account of disease, pestilence, flood, weather or any other means unrelated to Premier Lakes activities. In addition, some collateral damage to beneficial plants might be necessary in order to treat nuisance plants. Premier Lakes will use its best efforts and professional expertise to limit any damage to beneficial plants, but in no event will Premier Lakes be liable for collateral damage that is less than ten percent (10%) of the beneficial plant population.

14. **Additional Services:** Work requested by the Customer, such as trash clean-up, physical cutting and/or plant removal, and other additional services performed by Premier Lakes staff, will be billed separately by Premier Lakes in accordance with a separate agreement between the customer and Premier Lakes.
15. **Insurance:** Premier Lakes will maintain general liability and other insurances as necessary given the scope and nature of the services. Premier Lakes will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct. In no event will any party to this agreement be liable to the other for incidental, consequential or purely economic damages.
16. **E-Verify:** Premier Lakes utilizes the federal E-Verify program in contracts with public employers as required by Florida State Law, and acknowledge all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.
17. **Limited Offer:** This proposal expires sixty (60) days from the issuance date unless modified in writing by Premier Lakes.



Annual Agreement Amount: \$30,000

Monthly Agreement Amount: \$2,500

Invoicing Frequency: Month

Accepted and Approved:

Beach Road Golf Estates CDD

Signature:

Printed Name:

Title:

Date:

Customer Address for Notice Purposes:

Premier Lakes, Inc.

Signature:

Name:

Title:

Date:

Please Remit All Payments & Contracts to: 25551 Technology Blvd Unit 6, Punta Gorda, FL
33950



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

4B

SERVICES CONTRACT

CUSTOMER NAME: Beach Road Golf Estates CDD
SUBMITTED TO: Shane Willis, Operations Manager
CONTRACT EFFECTIVE DATE: March 1, 2023, through February 29, 2024
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator
SERVICES: Annual Preserve Maintenance Services (162.12 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 **\$31,900.00**. SOLitude shall invoice Customer **\$15,950.00 per semiannual** 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 semiannual 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. 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.

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 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.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



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.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. 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 Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. 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.
8. 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.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. 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

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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.

11. 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.

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

13. 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.

14. 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

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other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

BEACH ROAD GOLF ESTATES CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed 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**

Please Mail All Contracts to:

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

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SCHEDULE A - PRESERVE MANAGEMENT SERVICES

Preserve Maintenance:

1. Company will conduct semi-annual events on the designated preserve 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.

Service Reporting:

1. Customer will be provided with a semiannual 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 (when applicable):

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 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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SERVICES CONTRACT

CUSTOMER NAME: Beach Road Golf Estates CDD
SUBMITTED TO: Shane Willis, Operations Manager
CONTRACT EFFECTIVE DATE: March 1, 2023, through February 29, 2024
SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator
SERVICES: Annual Pond/Flowway Maintenance Services

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 **\$56,280.00**. SOLitude shall invoice Customer **\$4,690.00 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. 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. 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 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.

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4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. 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 Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. 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.
8. 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.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. 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.

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11. 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.

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

13. 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.

14. 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 SOLitude, unless there is willful negligence on the part of SOLitude.

15. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made

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good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

16. E-Verify. Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

BEACH ROAD GOLF ESTATES CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed 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***

Please Mail All Contracts to:

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

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SCHEDULE A - POND/FLOWWAY 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. 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.

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Shoreline Weed Control:

1. Shoreline areas will be inspected on a **three (3) times per month** basis.
2. Any growth of cattails, phragmites, 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.

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.

Littoral Shelf Control:

1. Littoral areas will be inspected and treated on an as-needed basis to maintain compliance with governing agencies 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.

Floway Maintenance: Approximately 20 Acres Floways A, B, C, R, & 3 (Map Attached)

1. Company will conduct **monthly** events 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.

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.

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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 (when applicable):

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 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**

4C



AQUATIC MANAGEMENT AGREEMENT

This agreement, dated February 1, 2023, is made between SUPERIOR WATERWAY SERVICES, INC. (SWS) and CUSTOMER:

Beach Road Golf Estates CDD
C/o: Wrathell, Hunt and Associates, LLC
9220 Bonita Beach Rd SE UNIT 214
Bonita Springs, FL 34135
Attn: Shane Willis

Both Customer and SWS agree to the following terms and conditions:

1. SWS will provide aquatic management services on behalf of the customer in accordance with the terms and conditions of this agreement at the following aeration sites:

**Twenty-nine (29) lakes (113 acres), and approximately 160 acres of wetlands
Located at Bonita National G&CC in Lee County, FL**

2. Customer agrees to pay SWS the following amount during the term of this agreement for these specific waterway management services (as herein defined):

| | |
|---|------------------------------|
| Algae And Aquatic Plant Control | \$5,017.00/ monthly |
| Total Lake annual contract | \$60,204.00/ annually |
| Monthly aeration inspection | Included |
| Wetland Maintenance | \$10,000.00 /semiannually |
| Total Wetland annual contract | \$20,000.00/ annually |
| Littoral/Transitional Maintenance, includes Additional 1 crew day per quarter | Included |
| Monthly Water Testing | Included |
| Fish & Wildlife Monitoring | Included |
| Management Reporting | Included |



Weekly visits for lake management with treatment as necessary. Additionally needed visits at no extra charge for lake management.

Wetland maintenance care provided semiannually. Additionally needed visits at no extra charge

Included one crew day per quarter to help with littoral maintenance.

3. Schedule of payment: First quarter's payment shall be due and payable upon execution of this agreement; the balance shall be payable in equal quarterly installments. A 1.5% late fee shall apply to any balance past due more than 30 days.
4. The offer contained in this agreement is valid for thirty (30) days only and must be returned to our offices for acceptance within that period.
5. SWS agrees to use only products that have been shown to present a wide margin of safety for Florida fish and wildlife. All herbicides to be utilized must be labeled for the application and approved by Federal and State authorities for that use.
6. This agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to SUPERIOR WATERWAY SERVICES, INC., 6701 Garden Rd., Suite 1 Riviera Beach, FL 33404. CUSTOMER agrees to pay for all services rendered by SWS to date of termination of contract. SWS reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.
7. This agreement will automatically renew yearly, on the anniversary date, unless terminated by either party with thirty (30) days written notice.
8. FISH STOCKING: Annual Spring Fish Stocking optional.
9. Addendums: See attached map, survey, and report (where applicable).
 - A. Monthly water testing and monitoring as necessary for the success of the aquatic weed control program is included.
 - B. Additional work as requested by CUSTOMER such as trash clean up, physical cutting and/or plant removal and other manual maintenance may be performed



by our staff. Extra service work requested by CUSTOMER will be invoiced separately at our current hourly equipment and labor rates.

- C. Care for aquatic sanctuary areas and wetland/upland habitat planted with sensitive native flora is included herein. All areas are to be maintained at a level to be in compliance with the appropriate rules and codes set forth by the SJRWMD and any other governing agencies which may have any jurisdiction.
- D. Care proposed in this contract is for maintenance control of aquatic growth and will not eradicate all plants in the water.
- E. Definitions of services referred to in Paragraph 1 are as follows:

Algae and Aquatic Plant Control – The treatment as necessary of all aquatic weed species located in the waterways maintained by the community association. Treatments are to be made with E.P.A. registered aquatic herbicides.

Wetland Maintenance – The management of wetlands/uplands as delineated on the referenced property. Techniques used include hand removal and application of approved herbicides to control exotic species at a level acceptable by all governing agencies.

Littoral/Transitional Maintenance – Selective herbicide applications to control invasive and exotic vegetation per MC requirements. Assumes areas are within maintenance status and no one-time treatments are needed.

Monthly Water Testing – Water testing as needed for the success of the lake management program. Parameters include Dissolved Oxygen, Ph, Clarity and Water Temperature.

Fish & Wildlife Monitoring – Surveys performed at time of treatments which explain fish and wildlife species observed while onsite.

Management Reporting – A comprehensive report filled out each visit for the specific activity performed on the property and provided to Customer.

10. SWS will provide CUSTOMER with certificates of insurance, which are incorporated herein by reference. During the term of this Agreement and any extension thereof, SWS will maintain no less than the level of insurance provided for in such certificates.

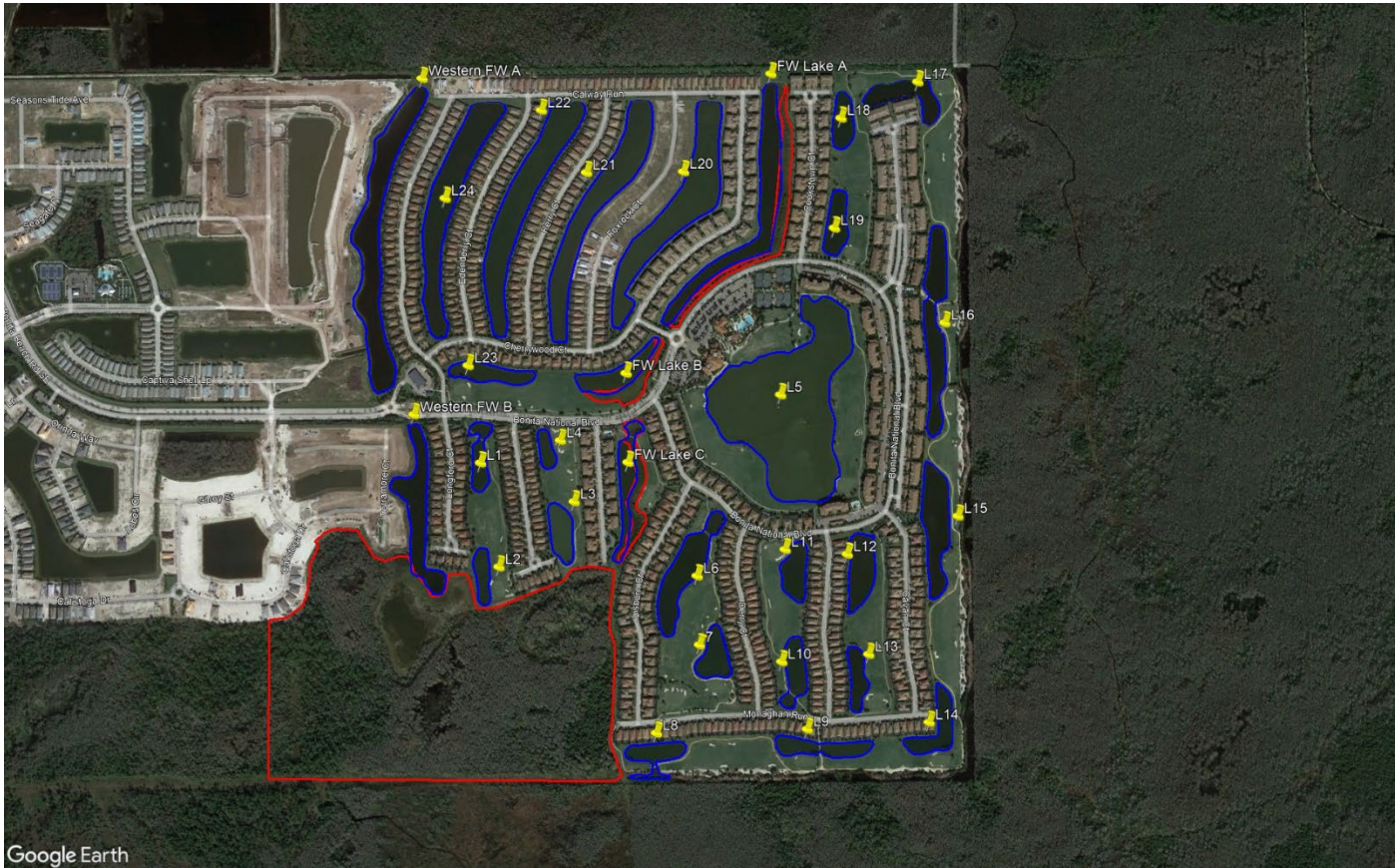
11. This agreement constitutes the entire agreement of SWS and the CUSTOMER. No oral or written alterations of the terms contained herein shall be deemed valid unless made in writing and accepted by an authorized agent of both SWS and CUSTOMER.

12. This agreement is not assignable to any third party for any reason, without the prior written consent of CUSTOMER.

SUPERIOR WATERWAY SERVICES, INC.

CUSTOMER

DATE



**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2022**

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
BALANCE SHEET
DECEMBER 31, 2022**

| | General Fund | Debt Service Fund Series 2015 | Capital Projects Fund Series 2015 | Total Governmental Funds |
|---|---------------------|-------------------------------------|---|--------------------------------|
| ASSETS | | | | |
| Cash | \$ 1,176,376 | \$ - | \$ - | \$ 1,176,376 |
| Undeposited funds | - | 73,497 | - | 73,497 |
| Investments | | | | |
| Revenue | - | 154,950 | - | 154,950 |
| Reserve | - | 1,004,593 | - | 1,004,593 |
| Sinking | - | 195 | - | 195 |
| Interest | - | 217 | - | 217 |
| Prepayment | - | 14 | - | 14 |
| Construction | - | - | 986,324 | 986,324 |
| Due from general fund | - | 1,047,678 | - | 1,047,678 |
| Due from capital projects fund | 66,551 | - | - | 66,551 |
| Due from other governments | 12,210 | - | - | 12,210 |
| Utility deposit | 282 | - | - | 282 |
| Total assets | <u>\$ 1,255,419</u> | <u>\$ 2,281,144</u> | <u>\$ 986,324</u> | <u>\$ 4,522,887</u> |
| LIABILITIES | | | | |
| Liabilities | | | | |
| Accounts payable | \$ 998 | \$ - | \$ - | \$ 998 |
| Contracts payable | - | - | 18,710 | 18,710 |
| Developer advance | 1,983 | - | - | 1,983 |
| Accrued taxes payable | 245 | - | - | 245 |
| Due to debt service | 1,047,678 | - | - | 1,047,678 |
| Due to general fund | - | - | 66,551 | 66,551 |
| Total liabilities | <u>1,050,904</u> | <u>-</u> | <u>85,261</u> | <u>1,136,165</u> |
| DEFERRED INFLOWS OF RESOURCES | | | | |
| Deferred receipts | 12,210 | - | - | 12,210 |
| Total deferred inflows of resources | <u>12,210</u> | <u>-</u> | <u>-</u> | <u>12,210</u> |
| FUND BALANCES | | | | |
| Restricted for: | | | | |
| Debt service | - | 2,281,144 | - | 2,281,144 |
| Capital projects | - | - | 901,063 | 901,063 |
| Assigned | | | | |
| Lake bank erosion repair | 150,000 | - | - | 150,000 |
| Unassigned | 42,305 | - | - | 42,305 |
| Total fund balances | <u>192,305</u> | <u>2,281,144</u> | <u>901,063</u> | <u>3,374,512</u> |
| Total liabilities, deferred inflows of resources and fund balances | <u>\$ 1,255,419</u> | <u>\$ 2,281,144</u> | <u>\$ 986,324</u> | <u>\$ 4,522,887</u> |

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED DECEMBER 31, 2022**

| | Current Month | Year to Date | Budget | % of Budget |
|--|-------------------|-------------------|-------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll | \$ 122,912 | \$ 133,631 | 267,803 | 50% |
| Intergovernmental: shared costs revenue | - | - | 68,040 | 0% |
| Interest | 4 | 6 | - | N/A |
| Total revenues | <u>122,916</u> | <u>133,637</u> | <u>335,843</u> | 40% |
| EXPENDITURES | | | | |
| Supervisors | 861 | 1,723 | 10,334 | 17% |
| Management/recording | 3,333 | 9,999 | 40,000 | 25% |
| Financial accounting services | 1,292 | 3,875 | 15,500 | 25% |
| Audit | - | - | 4,500 | 0% |
| Dissemination agent | 417 | 1,250 | 5,000 | 25% |
| Arbitrage rebate | - | - | 500 | 0% |
| Trustee fees | - | - | 10,850 | 0% |
| Legal | 473 | 473 | 10,000 | 5% |
| Engineering | 400 | 400 | 5,000 | 8% |
| Postage | 97 | 216 | 750 | 29% |
| Printing & reproduction | 83 | 250 | 1,000 | 25% |
| Legal advertising | - | 275 | 1,000 | 28% |
| Annual district filing fee | - | 175 | 175 | 100% |
| Insurance | - | 6,784 | 7,100 | 96% |
| Other current charges | 26 | 77 | 650 | 12% |
| ADA website maintenance | - | 210 | 210 | 100% |
| Website | - | 705 | 705 | 100% |
| Total professional & admin | <u>6,982</u> | <u>26,412</u> | <u>113,274</u> | 23% |
| Operations | | | | |
| Shared costs maintenance/monitoring | 2,792 | 13,500 | 126,000 | 11% |
| On-site other contractual services | 2,600 | 3,265 | 92,908 | 4% |
| Total operations | <u>5,392</u> | <u>16,765</u> | <u>218,908</u> | 8% |
| Other fees and charges | | | | |
| Property appraiser | 1,459 | 1,459 | 1,459 | 100% |
| Tax collector | - | 2,116 | 2,189 | 97% |
| Total other fees and charges | <u>1,459</u> | <u>3,575</u> | <u>3,648</u> | 98% |
| Total expenditures | <u>13,833</u> | <u>46,752</u> | <u>335,830</u> | 14% |
| Excess/(deficiency) of revenues over/(under) expenditures | 109,083 | 86,885 | 13 | |
| Fund balance - beginning | 83,222 | 105,420 | 164,644 | |
| Assigned | | | | |
| Lake bank erosion repair ¹ | 150,000 | 150,000 | 150,000 | |
| Unassigned | 42,305 | 42,305 | 14,657 | |
| Fund balance - ending | <u>\$ 192,305</u> | <u>\$ 192,305</u> | <u>\$ 164,657</u> | |

¹Intended to fund long term lake bank erosion repairs in District owned ponds.

**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 DECEMBER 31, 2022**

| | Current Month | Year to Date | Budget | % of Budget |
|--|---------------------|---------------------|---------------------|----------------|
| REVENUES | | | | |
| Assessment levy: on-roll | \$ 1,047,678 | \$ 1,121,011 | \$ 1,995,030 | 56% |
| Interest | 3,303 | 13,698 | - | N/A |
| Total revenues | <u>1,050,981</u> | <u>1,134,709</u> | <u>1,995,030</u> | 57% |
| EXPENDITURES | | | | |
| Principal | - | 620,000 | 620,000 | 100% |
| Principal prepayment | - | - | 25,000 | 0% |
| Interest | - | 687,067 | 1,361,118 | 50% |
| Total expenditures | <u>-</u> | <u>1,307,067</u> | <u>2,006,118</u> | 65% |
| Excess/(deficiency) of revenues over/(under) expenditures | 1,050,981 | (172,358) | (11,088) | |
| OTHER FINANCING SOURCES/(USES) | | | | |
| Transfers out | - | (4,274) | - | N/A |
| Total other financing sources/(uses) | <u>-</u> | <u>(4,274)</u> | <u>-</u> | N/A |
| Net change in fund balances | 1,050,981 | (176,632) | (11,088) | |
| Fund balance - beginning | 1,230,163 | 2,457,776 | 2,496,315 | |
| Fund balance - ending | <u>\$ 2,281,144</u> | <u>\$ 2,281,144</u> | <u>\$ 2,485,227</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 DECEMBER 31, 2022**

| | Current Month | Year to Date |
|---------------------------------------|------------------|-----------------|
| REVENUES | | |
| Interest | \$ 2,854 | \$ 7,865 |
| Total revenues | 2,854 | 7,865 |
| EXPENDITURES | | |
| Capital outlay | 3,127 | 26,091 |
| Total expenditures | 3,127 | 26,091 |
| OTHER FINANCING SOURCES/(USES) | | |
| Transfers in | - | 4,274 |
| Total other financing sources/(uses) | - | 4,274 |
| Net increase/(decrease), fund balance | (273) | (13,952) |
| Beginning fund balance | 901,336 | 915,015 |
| Ending fund balance | \$ 901,063 | \$ 901,063 |

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

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

The Board of Supervisors of the Beach Road Golf Estates Community Development District held a Regular Meeting on January 9, 2023 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://us02web.zoom.us/j/82952595001> and telephonically at 1-929-205-6099, Meeting ID 829 5259 5001, for both.

Present at the meeting were:

| | |
|---------------------|---------------------|
| Barry Kove | Chair |
| Daniel DiTommaso | Vice Chair |
| Joseph Grillo | Assistant Secretary |
| Denise Kempf | Assistant Secretary |
| Timothy Vanderhyden | Assistant Secretary |

Also present were:

| | |
|--------------------------------|-----------------------|
| Chuck Adams (via phone/Zoom) | District Manager |
| Shane Willis | Operations Manager |
| Greg Urbancic (via phone/Zoom) | District Counsel |
| Richard Slattery | HOA |
| Peter Serena | Troon-General Manager |
| Joel Koenig | Resident |
| Numerous Residents | |

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Willis called the meeting to order at 1:00 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Chairman's Opening Comments

Mr. Kove greeted the Board and residents. The following topics were discussed:

- 37 ➤ Bonita Beach Drainage Enhancement System: Mr. Willis discussed revisions to the
38 drainage of the ditch to promote water flow. He was asked to look at the height of the rocks
39 around the exterior and determine if a more uniform appearance can be achieved.
- 40 ➤ Regarding an old section of gate in the grass in front of the Seasons gate, Mr. Willis
41 stated he will check the status of storm damage debris removal.
- 42 ➤ Pedestrian Gate Project: Mr. Kove stated, based on emails from the City, the permit
43 might be received this week. Mr. Willis stated the start date will be within a few days of
44 receiving the permit; fence materials are on site and electrical conduits are installed. The Board
45 and HOA will be notified of the start date so a communication to residents can be emailed. Mr.
46 Kove suggested an email advising residents that a card will be needed to enter the community.
- 47 ➤ Mr. Kove suggested meeting with Ramco to explain procedures and expectations and
48 the need to anticipate people attempting to enter from the back end, including cyclists from
49 Valencia. Mr. Willis noted that the CDD is responsible for installing mechanical and electrical
50 components of the pedestrian gate but the operating system will be managed by the HOA and
51 their vendor will manage integration. Mr. Kove stated the current cards will remain in use.
- 52 ➤ Regarding adding Clusia plants for security purposes, Mr. Willis will schedule installation
53 with LandCare.
- 54 ➤ Speed Hump Project: Mr. Adams stated the bricks were delivered; all materials are on
55 hand and the project is scheduled to begin on Monday, January 16, 2023. Work is expected to
56 take two weeks. Flagmen will direct traffic while work underway. Mr. Slattery stated a
57 communication will be emailed as soon as possible.
- 58 ➤ Regarding signage coming into Bonita National, Mr. Adams stated signage will be the
59 last portion to be completed. Mr. Kove felt that it is important for the first sign to emphasize
60 the speed hump and the need to slow down when entering. Mr. Willis believed the verbiage is
61 identical to the "Speed Hump Ahead" signage when exiting; he will verify.
- 62 ➤ Regarding the signs in the Bridgetown area, Mr. Willis stated he installed the last two
63 inserts. The small sign is on order and was not removed for safety reasons; he will install the
64 new sign when it is received.

65 ➤ Regarding the Americans with Disabilities Act (ADA) mats in the Bridgetown area, Mr.
66 Adams stated the contractor installing the speed tables will install the mats.

67 Discussion ensued regarding the preference to remove the yellow ADA mats and install
68 black mats throughout. Mr. Willis stated he will ask the contractor about a uniform color and if
69 it meets ADA requirements. Mr. Kove noted that the CDD has yellow and black mats and opined
70 that the contrast should be identical on all streets. Mr. Willis will ask for a proof to be provided.

71 ➤ Regarding the blue reflectors, Mr. Willis stated Lennar will install them as part of the
72 final lift of asphalt; he will check with Lennar regarding the timing.

73 ➤ Aeration: Mr. Kove stated the aeration installation project is going very well. Work on
74 the driving range lake will begin tomorrow; the driving range will be closed for several hours
75 tomorrow and Wednesday. All diffusers, cabinets and tubing were installed and Mr. Tilton is
76 activating the lakes one at a time. Compressor repair and replacements are underway.

77 Discussion ensued regarding the gradual process of bringing the system into full
78 operation over several weeks. It was noted that some compressors might be turned off at times
79 and, within several weeks, swirling waters and bubbling will subside.

80 ➤ Regarding an odor emitted when the sprinkler system starts, Mr. Willis stated the
81 irrigation system is separate from the lakes; the odor is unrelated to the lake treatment.

82 Discussion ensued regarding the odor, which is common in Florida and worse in winter.
83 The consensus was the odor issue has improved and will eventually resolve itself.

84 ➤ Mr. Adams stated the stop signs and crosswalks will be painted in the spring.

85 ➤ Mr. Kove stated that he and Mr. Slattery discussed homeowners hiring contractors to
86 install pipes from their gutter extensions into the lake. He questioned the contractors'
87 competence and thought they might not be aware of the extension boxes that were installed
88 during erosion repairs.

89 Discussion ensued regarding reminding homeowners that all repairs involving digging
90 must go through the Architectural Review Committee (ARC) and educating homeowners about
91 the importance of hiring licensed contractors.

92 ▪ **Continued Discussion/Update: Beach Road Lighting Project**

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

94 Mr. Adams stated he requested a status update from Florida Power & Light (FPL) and
95 will email FPL's response to the Board as soon as it is received.

96 Discussion ensued regarding whether to have Mr. Urbancic send a dated letter to FPL to
97 prompt quicker feedback.

98 Mr. Adams stated FPL was responsive when advised that the project was put on hold
99 and that the CDD is considering an equipment buyout and a sidewalk lighting plan. Mr. Kove
100 asked for an update by the end of January. The consensus was to give FPL time to respond.

101 Mr. Vanderhyden asked if FPL is aware that the project was halted. Mr. Adams replied
102 affirmatively; FPL is evaluating revisions to the agreement and determining the value of the
103 equipment delivered and costs to remove and store equipment that was delivered and partially
104 installed. He recommended converting the existing agreement to avoid necessitating a buyout.

105 Asked if an engineering proposal of a sidewalk layout should be developed for the
106 upcoming meeting, Mr. Adams stated it might be premature, as a roundtable meeting with
107 representatives from the adjacent communities is needed before beginning engineering.

108 Discussion ensued regarding whether to begin searching for a new District Engineer.

109 Mr. Adams suggested finishing the existing projects over the next several months and
110 stated, in the interim, MRI will clean out all pipes and perform necessary repairs so final
111 acquisitions can be funded. Banks Engineering will remain available to ensure continuity until a
112 new District Engineer is engaged.

113 Mr. Kove recalled discussion about buying lights and paying future maintenance. He
114 asked if pricing should be evaluated to have a basis for comparison before meeting with FPL.
115 Mr. Adams recommended having a lease to reduce the upfront cost. Mr. Kove asked Mr. Adams
116 to view the lights at Seasons and Valencia that were likely purchased and have a similar
117 appearance. Mr. Adams will check availability and circulate a catalog to the Board.

118 Mr. Kove stated FPL has not given the CDD approval to install lights in the center median
119 and medians at the entrance to Bonita National and at the Logan roundabout. He asked Mr.
120 Adams to pursue other options.

121 Mr. Vanderhyden expressed support for utilizing FPL for installation and asked if other
122 lights, such as lower sidewalk lights, can be incorporated. Mr. Adams will provide options.

123 Mr. DiTomasso asked if the sidewalk lighting project must meet City or another entity's
124 specified design criteria. Mr. Adams stated the electrical engineer will advise. Mr. Kove asked if
125 the photometric study must be repeated. He recalled discussion about sidewalk lighting
126 requiring more poles to meet the lighting criteria and match the photometric study.

127 Discussion ensued regarding the photometric study and ownership and joint
128 management of Bonita Beach Road by the three communities. Mr. Kove noted, as Mr. Adams
129 stated earlier, it is important to include the other communities in the decision making as soon
130 as possible so FPL is aware of the direction to take.

131

132 **THIRD ORDER OF BUSINESS**

Public Comments (3 minutes per speaker)

133

134 Mr. Willis noted that 13 residents are attending via Zoom; participants attending via
135 Zoom were asked to submit questions online, to be relayed to the Board.

136 Resident Joel Koenig asked questions about the lighting project and asked about the
137 CDD's liabilities related to the lighting project. Mr. Adams stated the CDD's costs are to be
138 determined and will include equipment provided and partially installed. The CDD incurred
139 upfront costs in conjunction with a ten-year lease agreement for conduit and transformer
140 installations, which can be utilized for the sidewalk lighting. Mr. Koenig noted there is no permit
141 or design and asked about the CDD's financial obligations and what remedies are available to
142 regain lost funds. Mr. Adams reiterated that the final amount is not known at this time; FPL is
143 amenable to transferring the existing contract to the sidewalk lighting project.

144 Discussion ensued regarding the history of the project, which was originally funded by
145 the Construction Fund and not via assessment, and the Board's decision to discontinue the
146 project several meetings ago.

147 Mr. Kove stated whatever remaining funds are not used for the lighting project can be
148 used to pay down the bond. He discussed the possibility of working with FPL on a new lighting
149 program in cooperation with the other communities.

150 Regarding the photometric study, Mr. Willis stated it was not required for the street
151 lighting project to proceed but it was required to comply with the Florida Department of
152 Transportation (FDOT) requirements. There is no such requirement for sidewalk lighting.

153

154 **FOURTH ORDER OF BUSINESS****Continued Discussion/Update: Beach Road
Lighting Project**

155

156

157 This item was discussed in following the Second Order of Business.

158

159 **FIFTH ORDER OF BUSINESS****Acceptance of Unaudited Financial
Statements as of November 30, 2022**

160

161

162 Mr. Willis presented the Unaudited Financial Statements as of November 30, 2022.

163

The financials were accepted.

164

165 **SIXTH ORDER OF BUSINESS****Approval of December 19, 2022 Regular
Meeting Minutes**

166

167

168 Mr. Willis presented the December 19, 2022 Regular Meeting Minutes.

169

**On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the
December 19, 2022 Regular Meeting Minutes, as presented, were approved.**

172

173

174 **SEVENTH ORDER OF BUSINESS****Staff Reports**

175

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

177 Mr. Urbancic recommended Mr. Vanderhyden contact him with questions regarding the

178 Sunshine Law and his obligations as a Supervisor.

179 Mr. Kove asked Mr. Urbancic if he has worked on a CDD lighting project such as the

180 Bonita Beach Road lighting project. Mr. Urbancic stated he had not.

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

182 There was no report.

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

184 Mr. DiTomasso recalled Mr. Koenig's questions about the CDD's liabilities stemming

185 from the lighting project. He voiced his opinion that, since any surplus from the construction

186 fund used to pay down debt would be divided across so many homes, the reduction to his

187 assessment would be negligible. However, he felt that other residents might ask the same
 188 question so knowing the amount would be helpful as negotiations progress. Mr. Willis stated it
 189 is a legitimate question and noted that, if those funds are used to pay down the bonds, this
 190 project would have to be funded via assessment in the future. Mr. Vanderhyden asked how
 191 paying off \$100,000 of debt service would affect annual assessments. A Board Member stated
 192 that every \$100,000 equates to \$68.54. The consensus was that the amount coming back would
 193 be inconsequential. Mr. Willis will work with Mr. Adams to provide an answer.

- 194 • **NEXT MEETING DATE: February 20, 2023 at 1:00 P.M.**

- 195 ○ **QUORUM CHECK**

196 All Supervisors confirmed their attendance at the February 20, 2023 meeting.

197 **D. Field Operations: *Wrathell, Hunt and Associates, LLC***

198 The Field Operations Report was included for informational purposes.

199 Mr. Willis noted aquatics and wetlands proposals will be presented at the next meeting.
 200

201 **EIGHTH ORDER OF BUSINESS**

**Audience
Requests**

Comments/Supervisors'

202
203
204 There were no audience comments or Supervisors' requests.
205

206 **NINTH ORDER OF BUSINESS**

Adjournment

209 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the**
 210 **meeting adjourned at 2:21 p.m.**

211
212
213
214
215
216 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

217
218
219
220
221
222

Secretary/Assistant Secretary

Chair/Vice Chair

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
C**

| BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT | | |
|---|-----------------------------------|-------------|
| BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE | | |
| LOCATION | | |
| <i>Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135</i> | | |
| DATE | POTENTIAL DISCUSSION/FOCUS | TIME |
| October 17, 2022 | Regular Meeting | 1:00 PM |
| November 14, 2022* | Regular Meeting | 1:00 PM |
| December 19, 2022 | Regular Meeting | 1:00 PM |
| January 9, 2023* | Regular Meeting | 1:00 PM |
| February 20, 2023 | Regular Meeting | 1:00 PM |
| March 20, 2023 | Regular Meeting | 1:00 PM |
| April 17, 2023 | Regular Meeting | 1:00 PM |
| May 15, 2023 | Regular Meeting | 1:00 PM |
| June 19, 2023 | Regular Meeting | 1:00 PM |
| July 17, 2023 | Regular Meeting | 1:00 PM |
| August 21, 2023 | Public Hearing & Regular Meeting | 1:00 PM |
| September 18, 2023 | Regular Meeting | 1:00 PM |

Exceptions*

November meeting date is one week earlier.

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

**BEACH ROAD GOLF ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF
REPORTS
D**



Wrathell, Hunt and Associates, LLC

TO: Beach Road Golf Estates CDD Board of Supervisors
FROM: Shane Willis – Operations Manager
DATE: February 20, 2023
SUBJECT: Status Report – Field Operations

Street Signs: All poles & signs installed.

Road Markings/Fire Hydrant: This will be a part of the final lift.

Speed Table Project: Staff received the LDO on 8.3.22 which contained several stipulations that require contractor proposals, those are currently being sourced (construction funds).

Pedestrian Gate: All proposals have been received, Staff and the Chair approved the project during an on-site walk through 7.27.22. Verified permit status weekly, last status of “pending” received on 2.13.2023. Chair will make contact with City Staff.

Landscape Activities:

- Mowed 2 times in January
- Irrigation wet checks conducted
- Weekly palm frond clean-up
- Pine straw installed
- Additional Chinch bug treatments for some areas of sod on Bonita Beach Road.

Aquatics & Wetlands/Conservation Areas:

- Aeration refurbishment – Complete, aeration system has about 2 weeks of phased turn on remaining to prevent lake turn over.
- EarthBalance is under contract agreement, I expect them to begin installing somewhere around the first week of March.