



Rizzetta & Company

# **Waterlefe Community Development District**

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**Board of Supervisors' Meeting  
August 21, 2023**

**Waterlefe River Club  
1022 Fish Hook Cove  
Bradenton, Florida 34212**

[www.waterlefecdd.org](http://www.waterlefecdd.org)

# **WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

To be held at the Waterlefe Golf Club - Lefe Room, 1022 Fish Hook Cove, Bradenton, Florida 34212

<b>District Board of Supervisors</b>	Kenneth Bumgarner Chair	
	Ruth Harenchar	Vice Chair
	Richard Carroll	Assistant Secretary
	Tom Tosi	Assistant Secretary
	Sydney S. Xinos	Assistant Secretary
<b>District Manager</b>	Matthew Huber	Rizzetta & Company, Inc.
<b>District Counsel</b>	Andrew Cohen	Persson, Cohen & Mooney, P.A.
<b>District Engineer</b>	Rick Schappacher	Schappacher Engineering, LLC

## **All Cellular Phones and Pagers must be turned off while in the Meeting Room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Riverview, Florida · (813) 533-2950  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.waterlefecdd.org](http://www.waterlefecdd.org)

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August 17, 2023

**Board of Supervisors  
Waterlefe Community  
Development District**

**REVISED FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterlefe Community Development District will be held on **Monday, August 21, 2023, at 2:00 p.m.** at the Waterlefe River Club,- Fitness Studio Room, located at 995 Fish Hook Cove, Bradenton, FL 34212.

**1. CALL TO ORDER / ROLL CALL**

**2. PUBLIC COMMENTS**

**3. STAFF REPORTS**

**A. Aquatic Maintenance Report and Update**

1. Presentation of Waterway Inspection Report .....Tab 1

**B. Landscape & Irrigation Update**

1. Landscape Committee Update

2. Field Inspection Report .....Tab 2

**3. Update on RFP for Landscape and Irrigation Proposal.....Tab 3**

4. Landscape Contractor Report

5. Consideration of Second Addendum to  
Landscape and Irrigation Agreement.....Tab 4

**C. Golf Course Update**

1. Director of Golf Course Operations Update .....Tab 5

**D. Safety Committee**

1. Safety Committee Update

**E. Capital Projects Committee**

**F. Property Management Update**

1. CDD Completed Work Orders Maintenance Report .....Tab 6

**G. MPOA Liaison Update**

**H. District Counsel**

**I. District Engineer**

**J. District Manager**

**4. BUSINESS ITEMS**

**A. Presentation of Website Audit for August 2023.....Tab 7**

**B. Public Hearing on Fiscal Year 2023-2024 Final Budget**

1. Consideration of Resolution 2023-11,  
Adopting of Fiscal Year 2023-2024 Final Budget .....Tab 8

**C. Public Hearing on Fiscal Year 2023-2024 Imposing Special Assessments**

1. Consideration of Resolution 2023-12,  
Adopting the Special Assessments for Fiscal Year 2023-2024 .. .....Tab 9

**D. Consideration of Resolution 2023-13,  
Adopting the Fiscal Year 2023-2024 Meeting Schedule .....Tab 10**

**E. Consideration of Resolution 2023-14, Authorizing the  
Negotiation of Lease No.008-0600265-109 .....Tab 11**

**F. Consideration of Resolution 2023-15, Authorizing the  
Negotiation of Equipment Schedule No. 008-0600265-304 .....Tab 12**

**G. Ratification of Fiscal Year 2021-2022 Final Audit .....Tab 13**

**5. BUSINESS ADMINISTRATION - CONSENT AGENDA ITEMS**

- A.** Consideration of the Landscape Committee  
Meeting Minutes from June 2, 2023 ..... Tab 14
- B.** Consideration of the Golf Committee  
Meeting Minutes from June 15, 2023 ..... Tab 15
- C.** Consideration of the Regular Meeting Minutes  
from July 24, 2023 ..... Tab 16
- D.** Consideration of Operations & Maintenance  
Expenditures for June and July 2023..... Tab 17

**6. SUPERVISOR REQUESTS AND COMMENTS**

**7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 533-2950.

Sincerely,  
*Matthew Huber*  
Matthew Huber  
Regional District Manager

## **Tab 1**

# SOLITUDE

LAKE MANAGEMENT



## Waterlefe Waterway Inspection Report

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**Reason for Inspection:** Scheduled-recurring

**Inspection Date:** 2023-08-03

**Prepared for:**

Ruben Durand, CDD District Manager  
Rizzetta & Company  
1022 Fish Hook Cove  
Bradenton, FL 34212

**Prepared by:**

Alex Johnson, Service Manager

Sarasota Field Office  
[SOLITUDELAKEMANAGEMENT.COM](http://SOLITUDELAKEMANAGEMENT.COM)  
888.480.LAKE (5253)

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## Site: 1

### Comments:

Normal growth observed

Minor amount of algae and alligatorweed noted

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 2

### Comments:

Normal growth observed

Minimal amount of algae noted.  
Prior treatment is evident on the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Species non-specific



## Site: 3

### Comments:

Site looks good

Minimal amount of torpedograss observed

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss





## Site: 4

### Comments:

Site looks good  
Minimal amount of torpedograss observed

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 5

### Comments:

Normal growth observed  
Minimal amount of algae observed

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 6

### Comments:

Normal growth observed  
Minor amount of algae observed

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 7

### Comments:

Requires attention

Algae observed on the south side of the pond

### Action Required:

Treat within 7 days

### Target:

Surface algae



## Site: 8

### Comments:

Requires attention

Algae observed growing on the northeast part of the pond

### Action Required:

Treat within 7 days

### Target:

Surface algae



## Site: 9

### Comments:

Algae observed growing within pond 9

### Action Required:

Treat within 7 days

### Target:

Surface algae





## Site: 10

### Comments:

Normal growth observed

Minimal amount of torpedograss observed

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 11

### Comments:

Normal growth observed

Minimal amount of algae noted growing within the pond.  
Torpedograss observed growing on the edge of the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 12

### Comments:

Normal growth observed

Algae observed growing within the east part of the pond

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 13

### Comments:

Normal growth observed

Minor amount of algae noted growing along the perimeter. Torpedograss observed growing along the edge of littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 14

### Comments:

Normal growth observed

Algae observed growing within pond 14

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 15

### Comments:

Normal growth observed

Torpedograss noted growing within littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss





## Site: 16

### Comments:

Normal growth observed

Minor amounts of algae and torpedograss noted growing along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 17

### Comments:

Normal growth observed

Alligatorweed observed growing on the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Alligatorweed



## Site: 18

### Comments:

Requires attention

Algae noted growing within pond 18

### Action Required:

Treat within 7 days

### Target:

Surface algae





## Site: 18A

### Comments:

Requires attention

Algae observed growing within pond 18A

### Action Required:

Treat within 7 days

### Target:

Surface algae



## Site: 19

### Comments:

Normal growth observed

Minimal amount of torpedograss observed

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 20

### Comments:

Normal growth observed

Algae observed growing along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 21

### Comments:

Normal growth observed

Algae observed along the perimeter. Torpedograss noted growing within the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 22

### Comments:

Site looks good

Minimal amount of torpedograss observed. Observed a couple plecostomus catfish while driving around pond

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 26

### Comments:

Normal growth observed

Minor amount of algae noted

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



Site: 28

## Comments:

Normal growth observed

Minimal amount of algae observed along the perimeter

## Action Required:

Routine maintenance next visit

## Target:

Surface algae



## Management Summary

Pond 1: Minor amount of algae and alligatorweed noted  
 Pond 2: Minimal amount of algae noted. Prior treatment is evident on the littoral shelf  
 Pond 3: Minimal amount of torpedograss observed  
 Pond 4: Minimal amount of torpedograss observed  
 Pond 5: Minimal amount of algae observed  
 Pond 6: Minor amount of algae observed  
 Pond 7: Algae observed on the south side of the pond  
 Pond 8: Algae observed growing on the northeast part of the pond  
 Pond 9: Algae observed growing within pond 9  
 Pond 10: Minimal amount of torpedograss observed  
 Pond 11: Minimal amount of algae noted growing within the pond. Torpedograss observed growing on the edge of the littoral shelf  
 Pond 12: Algae observed growing within the east part of the pond  
 Pond 13: Minor amount of algae noted growing along the perimeter. Torpedograss observed growing along the edge of littoral shelf  
 Pond 14: Algae observed growing within pond 14  
 Pond 15: Torpedograss noted growing within littoral shelf  
 Pond 16: Minor amounts of algae and torpedograss noted growing along the perimeter  
 Pond 17: Alligatorweed observed growing on the littoral shelf  
 Pond 18: Algae noted growing within pond 18  
 Pond 18A: Algae observed growing within pond 18A  
 Pond 19: Minimal amount of torpedograss observed  
 Pond 20: Algae observed growing along the perimeter  
 Pond 21: Algae observed along the perimeter. Torpedograss noted growing within the littoral shelf  
 Pond 22: Minimal amount of torpedograss observed. Observed a couple plecostomus catfish while driving around pond  
 Pond 26: Minor amount of algae noted  
 Pond 28: Minimal amount of algae observed along the perimeter

Site	Comments	Target	Action Required
1	Normal growth observed	Surface algae	Routine maintenance next visit
2	Normal growth observed	Species non-specific	Routine maintenance next visit
3	Site looks good	Torpedograss	Routine maintenance next visit
4	Site looks good	Torpedograss	Routine maintenance next visit
5	Normal growth observed	Surface algae	Routine maintenance next visit
6	Normal growth observed	Surface algae	Routine maintenance next visit
7	Requires attention	Surface algae	Treat within 7 days
8	Requires attention	Surface algae	Treat within 7 days
9		Surface algae	Treat within 7 days
10	Normal growth observed	Torpedograss	Routine maintenance next visit
11	Normal growth observed	Torpedograss	Routine maintenance next visit
12	Normal growth observed	Surface algae	Routine maintenance next visit
13	Normal growth observed	Surface algae	Routine maintenance next visit
14	Normal growth observed	Surface algae	Routine maintenance next visit
15	Normal growth observed	Torpedograss	Routine maintenance next visit
16	Normal growth observed	Surface algae	Routine maintenance next visit
17	Normal growth observed	Alligatorweed	Routine maintenance next visit
18	Requires attention	Surface algae	Treat within 7 days
18a	Requires attention	Surface algae	Treat within 7 days
19	Normal growth observed	Torpedograss	Routine maintenance next visit
20	Normal growth observed	Surface algae	Routine maintenance next visit
21	Normal growth observed	Surface algae	Routine maintenance next visit
22	Site looks good	Torpedograss	Routine maintenance next visit

Site	Comments	Target	Action Required
26	Normal growth observed	Surface algae	Routine maintenance next visit
28	Normal growth observed	Surface algae	Routine maintenance next visit





Waterlefe CDD  
Bradenton, FL



## Tab 2



# WATERLEFE

## LANDSCAPE INSPECTION REPORT



July 31, 2023

Rizzetta & Company

John R. Toborg – Division Manager

Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management



# Upcoming Events, UMRR, Waterlefe Blvd.

## General Updates, Recent & Upcoming Maintenance Events

- ❑ There are no further fertilization applications (with the exception of any summer blends) until after September 30th.

The following are action items for Artistree to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Underlined Bold Red text** indicates deficient for more than two months. **Green text** indicates a proposal has been requested. **Blue** indicates an irrigation related matter. **Bold and underlined** text is either information or questions for the BOS. **Orange** is for Staff.

1. Remove dead plants and other dead growth from the plants outside Mossy Branch gates.
2. ArtisTree needs to “top” only the Simpson’s Stoppers along UMRR berm south of the main entrance. This will encourage lateral growth and help to create a more solid visual buffer.
3. ArtisTree needs to be able to identify those very large “lookalike” grasses that are invading the Fakahatchee Grass beds and Split-Leaf Philodendrons along the UMRR buffer and eradicate them. (Pic 3)
4. **The Star Jasmine at the UMRR tip of the WLBlvd. median still needs to be lowered.**
5. Eradicate grassy weeds and a large-leaved vining weed from a large bed of Dwarf Asian Jasmine on the WLBlvd. median between UMRR and the guardhouse. (Pic 5)



6. Completely dead plant material (Copperleaf Plants and Gold Dust Crotons) is still remaining under the Tree Ligustrum on the same WLBlvd. median as above.
7. Eradicate weeds from the expansion joints between curb & gutter and asphalt as well as above the curbs on the guardhouse medians. In fact, throughout the community expansion joint weeds are a problem that severely detracts from the aesthetics of the streetscape. (Pic 7>)





# Waterlefe Blvd., Main Monuments, UMRR Buffer, Guardhouse Area

8. A couple Tree Ligustrum (that were blown to an angle during last year's storms) need to be lifted above the outbound travel lanes of the WLBlvd. median between the guardhouse and UMRR.
9. There are a lot of Royal Palm fronds on the ground and in beds as well as behind the main monuments at UMRR. In fact, the beds behind the monuments need to be cleaned up and detailed altogether. (Pic 9)



10. The Simpson's Stoppers along the UMRR berm south of the main entrance are still becoming covered by vines. These need to be eradicated and hand-pulled from the ground. And like the main entrance, the back side of this berm plantings lack detail. (Pics 10a & b>)



11. Remove dead growth from the Crinum Lilies on the WLBlvd. median between the guardhouse and UMRR.
12. There are still vines on the eastern tip of the "natural" buffer between the homes on Conch Shell east and WLBlvd. Shape up the Thryallis in the same buffer. (Pic 12>)
13. There remains a lot of low-hanging Muscadine Vines over the sidewalks adjacent to wetlands, specifically just past the guardhouse on the north side of WLBlvd.



14. There remain a lot of Oak suckers in the sideyard buffer leading into Sand Crane north.
15. Remove a very large weed from the Blue Daze bed near the tip of the WLBlvd. median at Sand Crane.



# Sand crane North, Conch Shells, Sand crane South

16. Hand pull weeds and Oak suckers from the Sand Crane north median.



17. The Wedelia bed on the south side of Conch Shell east is being invaded by exotics and other weeds. The bed's edge also needs to be defined.

18. The Dwarf Firebush on both Conch Shell cul-de-sacs area at 7' + tall. Is this intended?

19. The turf on Conch Shell east is stressed throughout the entire cul-de-sac. Has ArtisTree inspected this yet for a cause? (Pic 19a & b>)



20. AT needs to address an aggressive vine covering the Dw. Firebush on Conch Shell west. It is also up in the palm. (Pic 20)



21. The solar irrigation controller (including rain shut-off device) on Conch Shell west is completely covered by landscaping.

22. Eradicate a large volunteer weed from the Viburnum buffering a utility box on the inbound lanes of Sand Crane south.

23. I feel some plants (Gold Dust Croton) need to be lowered on the Sand Crane south median. (Pic 23>)



24. The entire Sand Crane south cul-de-sac bed needs to be defined. There is no edge. There is also a lot of Nutsedge creeping into the bed. (Pic 24>)





## Sand Crane South & Side Yard Buffer

25. AT has stated they will be replacing turf on the Sand Crane south cul-de-sac but did not provide a date. By what date will this turf be replaced? The bare spots are now filled in with native Bermuda and weeds. (Pic 25)



26. The berm on the outbound lanes of Sand Crane south needs to be cleaned up as does the back side of the planted buffer along the south side of WLBlvd. between Sand Crane south and the guardhouse. (Pics 26a & b)



27. ArtisTree to provide an update regarding an irrigation break on the median behind the guardhouse. (Pic 27>)

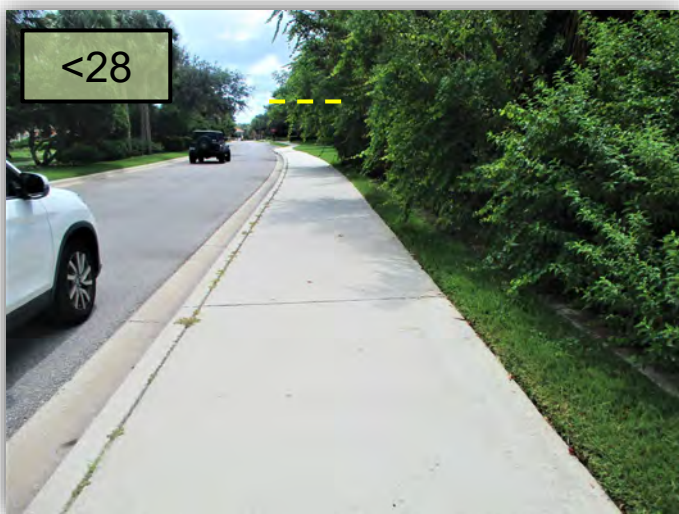
28. The wetland on the south side of WLBlvd. west of Sand Crane south is overgrown again. This should be raised to at least 9' above the sidewalk. This is also another area where sidewalk/curb & gutter expansion joint weeds are present. (Pic 28>)





# Sand Crane South, Portside Side Yard Buffer

29. The west end of the sideyard buffer on the outbound side of Sand Crane south still needs to be cleaned up. (Pic 29)



30. Also, the sideyard buffer on the outbound side of Portside still needs to be detailed, have vines and suckers removed and dead fronds removed from a King Sago Palm. (Pics 30a, b & c)





# Day Lily, South Wall at Mossy Branch

31. Eradicate grassy weeds in the Variegated Dwarf Asian Jasmine at the Day Lily median.
32. By what date will the palm on the Day Lily cul-de-sac have the lower dead fronds removed?
33. The rain shutoff device on the Day Lily cul-de-sac needs to be re-mounted.
34. Will the CDD be responsible to remove what appears to be a dying Oak on the south side of the wall 7 trees east of the Mossy Branch gates? (Pic 34)



35. Bed edging is still lacking in the Sweet Viburnum hedge along the south wall. (Pic 35)



36. Maintenance of curb & gutters, like at the guardhouse, needs to improve. This is at the Mossy Branch gates. **Also shown in this**

**picture, or NOT shown ... first scheduled for May replacement and then the week of June 9<sup>th</sup>, on July 31<sup>st</sup>, still no warranty plants have been installed on the Mossy Branch median. In addition to this void, there is another one closer to the inside tip of this median. (Pics 36a & b)**



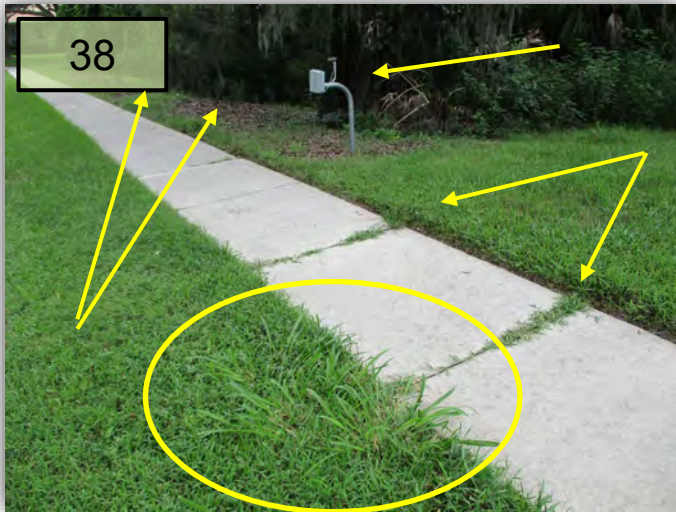
37. Regarding Item 22 in the June 30<sup>th</sup> report, the Sweet Viburnum hedge along the south wall west of Mossy Branch, although approved to be replaced, still needs to be maintained. The response was "ok". As of July 31<sup>st</sup>, there has been no maintenance. This picture is closer to the gates ... it is even worse at the west end. (Pic 37>)





# Foggy Morn North, South Wall at Mossy Branch, Discovery North

38. There is still no rain shut-off device on the newly installed irrigation controller at the north end of Foggy Morn and the sidewalk expansion joints are filling with grassy weeds. There is also large grassy weeds in the east ROW of Foggy Morn. Also, the sloped area behind the controller is not being maintained. (Pic 38)

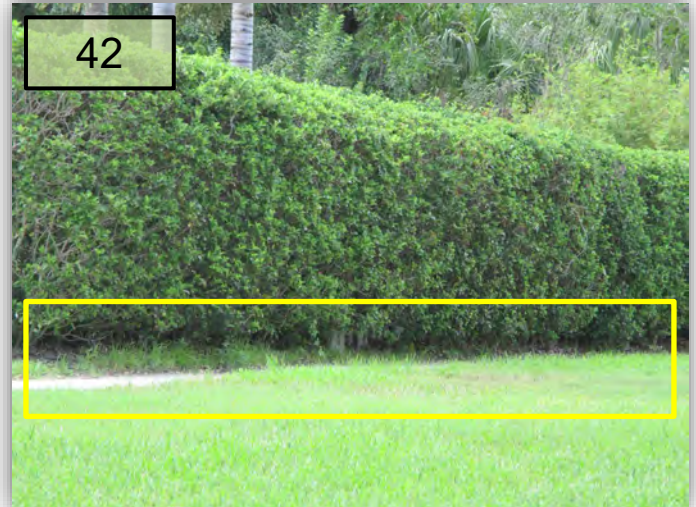


39. What is happening with this Split-Leaf Philodendron on the Discovery eyebrow cul-de-sac? Has this been sprayed with an herbicide? (Pic 39>)
40. The back side of the 2-rail wood fence on the west side of Discovery north needs to be cleaned up. Vines are coming up and over the fence into the landscape on the front side of the fence – maintained by others.



41. Regarding the Day Lily cul-de-sac palm as well as the Reclinata palm on Discovery north cul-de-sac, the response was “will look at the height”. All palms, regardless of height, are required to be trimmed as needed. This is in the contractual specifications.

42. The Sweet Viburnum hedge leading to the River Basin boardwalk is scheduled to be trimmed the week of August 7<sup>th</sup>. Sidewalk is also full of expansion joint weeds. (Pic 42)



43. The newly planted Dw. Firebush on the Sea Turtle cul-de-sac are barely visible due to the weeds. **Also, turf continues to fail surrounding this cul-de-sac.** (Pics 43a & b>)
44. There are also new stressed turf areas on the River Basin cul-de-sac. (Pic 44>)



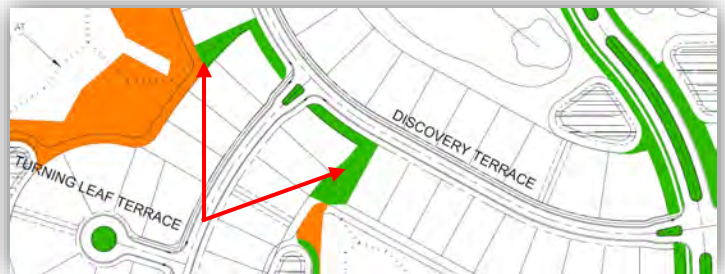


# Misty Pond, Discovery East & West

45. The rear area leading to the Misty Pond boardwalk also needs to be cleaned up. This needs to be done every maintenance event. The palms in this area, including the Areca



- Palms need to be regularly trimmed as well. **The trail behind the last house on the outbound lanes of Misty Pond also still needs to be detailed.** This is scheduled for August 7<sup>th</sup>. (see below)



46. Lift the Tree Ligustrums in the sideyard buffer adjacent to the first house on the inbound side of Misty Pond. Hand pull Spanish Moss as well as remove dead limbs from the Oaks and Tree Ligustrums. Eradicate weeds in this buffer. (Pic 46)



47. Remove dead fronds from the Paurotis Palm on the sideyard buffer adjacent to the last house leaving Misty Pond.

48. **First reported in June, a volunteer palm at the end of the sideyard buffer on the outbound side of Discovery west still needs to be removed. Response was they "will look at it the week of August 7<sup>th</sup>."**

49. The Ti Plants appear to never have been trimmed on the sideyard buffer on the outbound side of Discovery west. There are also Tree Ligustrum water shoots that need to be removed.





# Portside, Discovery East, WLBlvd. Median, Field Brook

50. The sideyard buffer on the inbound lanes of Portside also need to be cleaned up.

**51. AT will be providing a quote to replace the turf leading up to the Discovery east lift station – an area I first had on my report as declining months ago. (Pic 51)**



52. Hand prune a broken Tree Ligustrum branch on the cart crossing between holes 5 & 6.

53. The sideyard buffer on the inbound side of Discovery east is still loaded with Tree Ligustrum water shoots and other tree suckers. Remove dead growth from the Birds-of-Paradise and top the Confederate Jasmine to encourage it to fill into a nice, thick mat.

54. Where the Dwarf Firebush was cut to a rejuve cut outside golf maintenance, now is a good time to eradicate weeds, vines and other invasives.

55. Here is another length of curb & gutter on the outbound lanes of WLBlvd. that are filling in with expansion joint weeds. Weeds are even growing in the dirt and mud that is collecting in the gutters. (Pic 55>)

56. The west end of the Discovery west inbound buffer is also still very unruly and has some broken branches that need to be removed. (Pic 56)



**57. FYI – at noon, several zones of irrigation were kicking on and seemed to have lasted under 10 minutes.**

58. The Field Brook cul-de-sac needs to have the bed edge defined and Virginia Creeper removed from the Dw. Firebush.

59. A Bird-of-Paradise on the WLBlvd. median before the roundabout needs to have a lot of dead material removed.

60. One of the Standard Bougainvilleas on the roundabout needs to have a haircut at the top.





# Roundabout, Winding Stream Median, Whooping Crane, Winding Stream

**61. Another Bougainvillea on the roundabout has pulled loose from its staking and is leaning toward Fish Hook and has many exposed roots. Are we going to try to salvage this and re-stake? The roundabout plant bed is also weedy as is the expansion joint between the curb & gutter and asphalt. (Pic 61)**



**64. Remove Oak suckers and invasive grasses from the pond-side buffer along Winding Stream leaving Whooping Crane and heading toward Maritime. This pond bank needs to be mowed every week. [There is also a chewed-up irrigation drip line in this buffer.](#) (Pics 64a & b)**



**62. I have repeatedly asked for these Ixoras on the Winding Stream median to be treated with a specialty fertilizer for acid-loving plants. These plants have now declined to the point of needing to be removed. (Pic 62)**



**65. There is also a dead petticoat under the palm on Maritime cul-de-sac that needs trimmed off. Also, the Dw. Firebush here are up near 7' + and they are uneven. Is that intended?**

**66. Eradicate Nutsedge in the Maritime cul-de-sac.**

**67. Lift the Jatropha on the Maritime median.**

**63. Remove the Variegated Confederate Jasmine from the tree trunk on the Whooping Crane median.**





# Rainbow Lift Station, Big Bass, Rainbow Cul-de-Sac

68. Although AT has stated the Rainbow lift station has been trimmed, I see no difference in the height of the rear hedge as well I still see unruly Split-Leaf Philodendron plants. (Pic 68)



72. These are the brand-new plantings at the Big Bass cul-de-sac. Dead plants need to be replaced under warranty and the weeds are taller than the Cocoplum. (Pic 72)



69. Hand pull grassy weeds from the Carissa Hollies at the Rainbow balustrade.

70. I feel we need to address this Rainbow median sooner than later. Very small new plants were installed, and many have died, and the entire median is not up to par with the rest of the community. (Pic 70)



73. These are the brand-new plantings at rainbow. There are also several dead plants here that need replaced under warranty and although not as numerous as Big Bass, there are still many weeds, and the plants need trimmed at both cul-de-sacs. (Pic 73a & b>)

74. Hand pull weeds from the beds of Blue Daze on the Fish Hook median.



71. This area on the north side of Big Bass needs to be maintained. (Pic 71>)





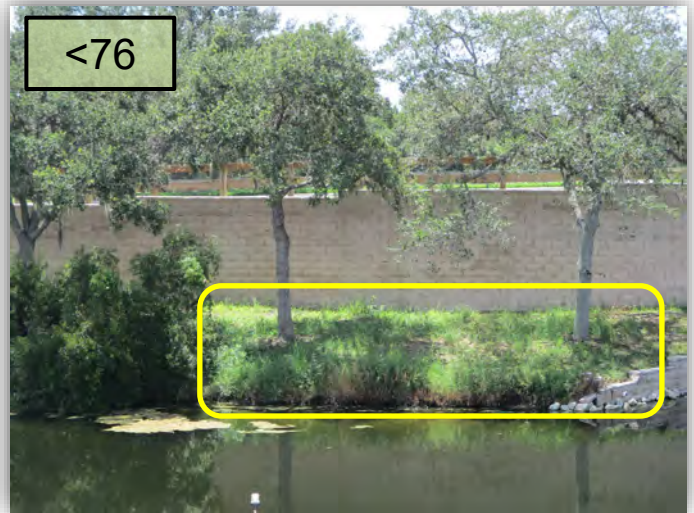
# Rainbow Cul-de-Sac, Roundabout, Fish Hook

75. The weeds that are engulfing the lower Bougainvillea beds beneath the roundabout facing the Fish Hook side are scheduled to be removed the week of August 7<sup>th</sup>. (Pic 75>)

76. Although the Shores side of the lower wall past the roundabout was completed the week of July 28<sup>th</sup>, it appeared to still be overgrown. (Pic 76>)



77. These are the sidewalk/curb & gutter expansion joints leading up to the roundabout from the Fish Hook side. (Pic 77>)



## Tab 3



**PROJECT MANUAL**  
**FOR**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**  
**WATERLEFE**  
**COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

Rizzetta & Company, Inc.  
3434 Colwell Avenue, Ste. 200  
Tampa, Florida 33614

August 2023

PROJECT MANUAL  
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**REQUEST FOR PROPOSALS**  
**LANDSCAPE & IRRIGATION MAINTENANCE SERVICES FOR:**  
**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**  
Manatee County, Florida

Notice is hereby given that the **Waterlefe Community Development District** (the “District”) will accept proposals from qualified firms interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual.

The Project Manual, including among other materials, contract documents, project scope, technical specifications, proposal forms and site plan will be available for purchase beginning **12:00 p.m., Tuesday, September 5, 2023**, from the Offices of Rizzetta & Company, Inc., located at 5020 W. Linebaugh Ave., Suite 240, Tampa, Florida 33624. The cost for the Project Manual is **\$100.00**; please make checks payable to Rizzetta & Company, Inc. **NO CASH OR CREDIT CARD ACCEPTED**. Purchase of the project manual is required.

There will be a mandatory pre-proposal meeting beginning at **10:00 a.m., Monday, September 11, 2023**, at the Waterlefe Cart Barn adjacent to the Waterlefe Golf Club located at 1022 Fish Hook Cove, Bradenton, FL 34212. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

The District is a special-purpose taxing District created by Chapter 190 Florida Statutes. The Entities submitting proposals must be able to provide for the level of service as outlined in the Project Manual and meet the following qualifications: (i) fully licensed and insured, (ii) 5 years minimum continuous operation (iii) experience with at least three other communities of a similar nature, size and amenity level to the Waterlefe CDD project, with verifiable references on those projects, (iv) Proposer must be in good financial standing with no history of bankruptcy or financial reorganization, (v) Proposer will be encouraged to have made a site visit prior to submitting the proposal and will be responsible for 100% of their own area takeoffs, (vi) Proposer must submit total price along with an option for three (3) one (1) year renewals with price, and (vii) must be present prior to the start of the mandatory pre-proposal meeting and remain throughout the meeting, as stipulated above.

Ranking of proposals will be made by the Board of Supervisors on the basis of qualifications according to the evaluation criteria contained within the Project Manual and will meet on **Monday, October 16, 2023, at 2:00 p.m. at the Waterlefe River Club located at 995 Fish Hook Cove, Bradenton, FL 34212** to conduct said ranking. The meeting is hereby publicly advertised.

Firms desiring to provide services for this project must submit one (1) original, six (6) copies and one (1) digital copy, in the form of a flash drive, of the required proposal no later than **9:00 a.m. (EST) on Friday, September 29, 2023**, at the office of Rizzetta and Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, Florida 33624, Attention: John Toborg. No official action of the District’s Board will be taken at this meeting, it is held for the limited purpose of opening the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the District Office at (813) 933-5571 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 or 1-800-955-8770, for aid in contacting the District Office. Proposals shall be submitted in one sealed opaque package, shall bear the name of the proposer on the outside of the package, and shall identify the name of the project. Proposals will be opened at the time and date stipulated above; those received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified. The District has the right to reject any and all proposals, postpone the award of the contract, elect not to proceed with the subject award process, make modifications to the work, and waive any technical errors, informalities or irregularities if it determines in its sole and absolute discretion, whether or not reasonable, it is in the District’s best interest to do so. Any and all questions relative to this project shall be directed in writing, by e-mail only, to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com). Questions received after **4:00 p.m., September 18, 2023**, will not be answered. Answers to all questions will be provided to all proposers via e-mail by **5:00 p.m., September 19, 2023**.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) hours after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days after the date of timely filing the initial notice of protest. The filing will

be perfected and deemed to have occurred upon receipt by the District Manager, Rizzetta and Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida, 33614. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District's Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Waterlefe Community Development District

Ruben Durand, District Manager, Run Date: Wednesday, August 30, 2023

# **WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**

## **Landscape & Irrigation Maintenance Services Manatee County, Florida**

### **Instructions to Proposers**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than 9:00 a.m. (EST) on Friday, September 29, 2023, at the office of Rizzetta and Company, Inc., 5020 West Linebaugh Avenue, Suite 240, Tampa, Florida 33624, Attention: John Toborg. Proposals will be publicly opened at that time or as soon thereafter as possible. Proposals received after the time and date stipulated above will not be considered.

**SECTION 2. SIGNATURE ON PROPOSAL.** The proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.

**SECTION 3. MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at 10:00 a.m., Monday, September 11, 2023, at the Waterlefe Cart Barn adjacent to the Waterlefe Golf Club located at 1022 Fish Hook Cove, Bradenton, FL 34212. Proposers who do not attend the pre-proposal meeting will not be eligible to submit a proposal.

**SECTION 4. FAMILIARITY WITH THE PROJECT.** Before submitting a proposal, the Proposer shall carefully examine the drawings, read the specifications, visit the project site, and fully inform itself as to all existing conditions and limitations. Submitting a proposal is a certification by the Proposer that the Proposer is familiar with the project. No additional compensation or relief from any obligations of the contract agreement will be granted because of lack of knowledge of the site or conditions.

**SECTION 5. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 6. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District.

**SECTION 7. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 8. INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to John Toborg at [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com). Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda to all parties recorded as having received the Project Manual as well as attended the mandatory



pre-proposal meeting. Questions received after 4:00 p.m., September 18, 2023, will not be answered. Answers to all questions will be provided to all proposers by e-mail by 5:00 p.m., September 19, 2023. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.

**SECTION 9. SUBMISSION OF PROPOSAL.** Submit one (1) original, six (6) hard copies and one digital copy in the form of a flash drive of the proposal forms, along with other requested attachments, at the time and place indicated herein. Proposals shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation “RESPONSE TO REQUEST FOR PROPOSALS (Waterlefe Community Development District – Landscape & Irrigation Maintenance) ENCLOSED” on the face of it. All costs to prepare and submit a response shall be borne by the Proposer.

**SECTION 10. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 11. PROJECT MANUAL.** The Project Manual will be available beginning 12:00 p.m., Tuesday, September 5, 2023, from the Offices of Rizzetta & Company, Inc., located at 5020 West Linebaugh Ave., Suite 240, Tampa, Florida 33624. The cost for the Project Manual is **\$100.00**; please make checks payable to Rizzetta & Company, Inc. **NO CASH OR CREDIT CARD ACCEPTED.**

**SECTION 12. PROPOSAL FORMS.** All blanks on the proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda. In making its proposal, each Proposer represents that it has read and understands the Project Manual and that the proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. The Proposer shall provide in the proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual.

**SECTION 13. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, in its sole and absolute discretion, whether or not reasonable, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 14. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a Contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District’s option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The District and the selected contractor (“Contractor”) will execute a contract for a specified term. Upon expiration or termination of any existing contract for landscape maintenance services, Contractor, if requested by the District, agrees to perform the services on a month-to-month basis until either party has provided the other party written notice

of its election to renew or terminate the contract agreement. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all proposals. The District reserves the right to award by items, groups of items, or total proposal.

**SECTION 15. INSURANCE.** All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage requirements set forth in the attached Contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the Insurance Coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the Contract form provided herein, within fourteen (14) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

**SECTION 16. INDEMNIFICATION.** The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.

**SECTION 17. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

**SECTION 18. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the Project Manual:

- A. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein including the size of crew(s) and how many days a week workers will be on property, both irrigation and landscape, common area mowing, pond bank mowing and detail crews.
- B. Completed price proposal (forms attached). Additionally, Proposer is requested to provide breakdown costs detailing the value of each mow event, detail event (weeding, line-trimming, hard-edging), tree trimming/lifting, palm trimming, pond mowing event, wet check inspection, annual flower weeding, annual flower dead-heading, etc.
- C. List position or title, corporate responsibilities and years' experience of key management or supervisory personnel (forms attached as part of Contractor's Qualification Statement). Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- D. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the Project Manager level. Include a staffing plan depicting the quantity of laborers, crew chiefs, field managers as well as work hours and days spent on the property.
- E. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as the name, address and phone number of a contact person.

- F. Information related to other projects of similar size and scope which Proposer has provided or is currently providing landscape and irrigation maintenance services (forms attached as part of Contractor's Qualification Statement).
- G. A copy of its insurance certificate indicating the types of coverage and limits for general, property, umbrella, and automobile liability insurance, and worker's compensation insurance.
- H. Completed copies of all other forms included within the Project Manual.

**SECTION 19. PROTESTS.** A Notice of Protest regarding the Proposal Documents/Project Manual (including the Evaluation Criteria, specifications or other requirements contained in the Request for Proposals), a Proposal rejection, or an award under the Request for Proposals, must be filed in writing, within seventy-two (72) hours after the receipt of the Project Manual or receipt of the notice of the District's decision as applicable, and must be filed at the offices of Rizzetta & Company, Inc., located at 3434 Colwell Avenue, Suite 200, Tampa, FL 33614, Attention: District Manager (Ruben Durand). The formal protest, setting forth with particularity the facts and law upon which the protest is based, shall be filed within seven (7) calendar days after the initial Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any document included in the Project Manual, including the Evaluation Criteria, plans, specifications, and Project Documents. Any entity who files a Notice of Protest protesting the Project Manual, a Proposal rejection, or an award under the RFP shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for any protest shall be in an amount equal to ten percent (10%) of the value of the solicitation (including initial term and all renewals), but in no case less than five thousand dollars (\$5,000.00). Bonds shall be by a U.S. postal service money order, certified cashier's check, or such other form of surety as the District's counsel may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District with prejudice with the Proposer afforded no relief. If the entity protesting the award prevails, the bond shall return to the protester; However, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties.

**SECTION 20. EVALUATION OF PROPOSALS.** The proposals shall be evaluated in part based on criteria presented in the Evaluation Criteria sheets contained within the Project Manual. Proposals may be held by the District for a period not to exceed ninety 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in a less favorable evaluation or the disqualification of the proposal response. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services of the Project. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.



Do not attempt to contact any Board member, staff member or any person other than the appointed staff for questions relating to this project. Anyone attempting to lobby District representatives will be disqualified.

**SECTION 21. COLLUSION.** Proposers shall be disqualified, and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 22. CHANGES/MODIFICATIONS.** The District reserves the right to order changes in the scope of work and resulting contract. The successful Proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the unit prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

**SECTION 23. BLACKOUT PERIOD/CONE OF SILENCE.** The blackout period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, any attempt to influence the thinking of District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

**SECTION 24. PRICING.** Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.

**SECTION 25. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.

**SECTION 26. ADDITIONAL TERMS AND CONDITIONS.** No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this. To the extent of conflict between the terms of this Project Manual and the District's operating rules and procedures, the terms of this project manual shall govern.

QUOTE FORM  
FOR  
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES  
FOR

WATERLEFE  
COMMUNITY DEVELOPMENT DISTRICT

TO BE SUBMITTED TO:

WATERLEFE  
COMMUNITY DEVELOPMENT DISTRICT  
c/o John Toborg, Manager, Landscape Inspection Services Division  
on or before Friday, September 29, 2023, at 9:00 a.m. (EST)

TO: Waterlefe Community Development District

FROM: \_\_\_\_\_  
(Quoting Company)

In accordance with the Invitation for Quote for Exterior Landscape and Irrigation Maintenance for Waterlefe Community Development District the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All Quotes shall be in accordance with the Quote Packet/Project Manual.

**ACKNOWLEDGEMENTS**

The undersigned acknowledges, by the below execution of this quote, that all information provided herein has been provided in full and that such information is truthful and accurate. The quoting firm agrees through submission of this quote to honor all pricing information for one hundred twenty (120) days from the date of the quote opening and, if awarded the District Contract on the basis of this quote, to enter into a contract agreement within fourteen (14) days after receiving notice of the award. Quoting firm understands that inclusion of false, deceptive or fraudulent statements of this quote constitutes fraud and that the District considers such action on the part of the quoting firm to constitute good cause for denial, suspension or revocation of a quote.

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District and/or its authorized agents, deemed necessary to verify the statements made in this quote or attachments hereto, or regarding the ability, standing and general reputation of the quoting firm.

The undersigned further acknowledges the receipt of the Quote Packet/Project Manual and all Quote Documents related thereto.



**WATERLEFE  
COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES  
QUOTE FORM**

I, \_\_\_\_\_ representing \_\_\_\_\_ (“Quoting Firm”), agree to furnish the services required in the scope/specifications at the following prices:

**I. Annual Contract Quote Amount:**

- |  |  |
|--|--|
| <b>A. Annual Total (Initial Term)</b>                  | \$ _____<br><i>(Contract Total - Parts 1 thru 4)</i> |
| <b>B. Annual Total (1<sup>st</sup> Annual Renewal)</b> | \$ _____<br><i>(Contract Total - Parts 1 thru 4)</i> |
| <b>C. Annual Total (2nd Annual Renewal)</b>            | \$ _____<br><i>(Contract Total - Parts 1 thru 4)</i> |

---

NAME OF QUOTING FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**QUALIFICATION STATEMENT**

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QUALIFICATION STATEMENT

LISTING OF CORPORATE OFFICERS

AFFIDAVIT FOR INDIVIDUAL

AFFIDAVIT FOR PARTNERSHIP

AFFIDAVIT FOR CORPORATION

SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES



**WATERLEFE  
COMMUNITY DEVELOPMENT DISTRICT**

**QUOTING FIRM'S QUALIFICATION STATEMENT  
EXTERIOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

---

**(Name of Quoting Firm)**

## WATERLEFE COMMUNITY DEVELOPMENT DISTRICT QUOTING FIRM QUALIFICATION STATEMENT

1. Quoting Firm: \_\_\_\_\_ / \_ / A Partnership  
[Company Name] / \_ / A Corporation  
/ \_ / A Subsidiary Corporation
2. Parent Company Name: \_\_\_\_\_
3. Parent Company Address:  
Street Address \_\_\_\_\_  
P.O. Box (if any) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_
4. Quoting Firm Address (if different):  
Street Address \_\_\_\_\_  
P. O. Box (if any) \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax no. \_\_\_\_\_  
1st Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
2nd Contact Name \_\_\_\_\_ Title \_\_\_\_\_
5. List the location of the office from which the Quoting Firm would provide services to the District.  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax No. \_\_\_\_\_  
1st Contract Name \_\_\_\_\_ Title \_\_\_\_\_



6. Is the Quoting Firm incorporated in the State of Florida? Yes ( ) No ( )

6.1 If yes, provide the following:

- Is the Quoting Firm in good standing with the Florida Department of State, Division of Corporations? Yes ( ) No ( )

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

6.2 If no, provide the following:

- The state with whom the Quoting Firm is incorporated. \_\_\_\_\_

- Is the Quoting Firm in good standing with that state? Yes ( ) No ( )

If no, please explain: \_\_\_\_\_  
\_\_\_\_\_

- Date incorporated \_\_\_\_\_ Charter No. \_\_\_\_\_

- Is the Quoting Firm authorized to do business in the State of Florida?

Yes ( ) No ( )

6.3 If Quoting Firm is not incorporated, please identify the type of business entity.  
(i.e.: Limited Liability Company, Partnership, etc.) and the number of years  
Quoting Firm has been in the business of providing landscape services.

\_\_\_\_\_

7. Has the Quoting Firm provided services for a community development district or similar community previously? Yes ( ) No ( )

7.1 If yes, provide the following on a separate page:

- Number of contracts Quoting Firm has executed with community development districts and/or similar communities during the past five (5) years and the names of the entities as well as the length of the contract and whether each such community is still a current client.

8. List the Quoting Firm's total annual dollar value of comparable contracts for each of the last three (3) years starting with the latest year and ending with the most current year

(20)\_\_\_\_\_, (21)\_\_\_\_\_, (22)\_\_\_\_\_.

9. What are the Quoting Firm's current insurance limits?

General Liability \$ \_\_\_\_\_  
Automobile Liability \$ \_\_\_\_\_  
Umbrella Coverage \$ \_\_\_\_\_  
Workers Compensation \$ \_\_\_\_\_  
Expiration Date \_\_\_\_\_

10. Please state whether or not the Quoting Firm or any of its affiliates are presently barred or suspended from bidding or contracting on any state, local, or federal contracts in any state(s)? Yes ( ) No ( )  
If so, state the name(s) of the company(ies) \_\_\_\_\_  
\_\_\_\_\_

The state(s) where barred or suspended: \_\_\_\_\_  
State the period(s) of debarment or suspension: \_\_\_\_\_  
\_\_\_\_\_

11. Has the Quoting Firm ever failed to fulfill its obligations under any contract awarded to it?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If so, where, and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Has any officer or partner of the Quoting Firm ever been an officer, partner, or owner of some other organization that has failed to fulfill job duties or otherwise complete a contract?  
Yes ( ) No ( ) If so, state name of individual, other organization and reason, therefore. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List any and all litigation to which the Quoting Firm or any of its affiliates has been a party in the last five (5) years. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Has the Quoting Firm or any of its affiliates ever been either disqualified or denied prequalification status by a governmental entity? If so, discuss the circumstances surrounding such denial or disqualification as well as the date thereof. Yes ( ) No ( )  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



15. List five (5) current clients, including contact persons and telephone numbers, as well as their contract value and length of service:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
16. List three (3) jobs (including company, contact person, and telephone number) lost in the previous twelve (12) months and the reason(s) why:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
17. List irrigation technicians and include number of years of experience:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
18. Attach current financial statements, prepared within the last one hundred eighty (180) days, showing current financial resources, liabilities, capital equipment and historical financial performance for the past one year.
19. Attach any certifications or documentation regarding educational experience of key personnel that would assist the District in evaluating the quality and experience of such personnel.
20. Key Personnel: Describe any experience of the principal individuals (foremen, superintendents, etc.) who are responsible for the actual landscape and irrigation maintenance work of your organization and who will be assigned to this contract if awarded to contractor.

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
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Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
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Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

Name	Position
------	----------

Type of Work	Yrs. Exp.	Yrs. With Firm
--------------	-----------	----------------

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the District or its authorized agents, deemed necessary to verify the statements made in this document or documents attached hereto, or necessary to determine whether the District should consider the Quoting Firm for award under this IFQ, including such matters as the Quoting Firm's ability, standing, integrity, quality of performance, efficiency and general reputation.

\_\_\_\_\_  
Name of Quoting Firm

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

\_\_\_\_\_  
[Type Name and Title of Person Signing]

This \_\_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by: \_\_\_\_\_, as: \_\_\_\_\_ of: \_\_\_\_\_, a \_\_\_\_\_. He or she is ( ) personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

## CORPORATE OFFICERS

Company Name \_\_\_\_\_ Date \_\_\_\_\_

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

NAME FOR PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			



## AFFIDAVIT FOR INDIVIDUAL

State of \_\_\_\_\_ ss:

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

\_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers contained herein are correct and true as of this date; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and will be considered such action on the part of the Quoting Firm to constitute good cause for rejecting Quoting Firm's quote.

\_\_\_\_\_  
(Quoting Firm must also sign here)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. He or she is ( ) personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

## AFFIDAVIT FOR PARTNERSHIP

State of \_\_\_\_\_ ss:

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

\_\_\_\_\_, is a member of the firm of \_\_\_\_\_, being duly sworn, deposes and says that the statements and answers to the questions concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this statement constitutes fraud; and such action on the part of the Quoting Firm will be considered to constitute good cause for rejecting Quoting Firm's quote.

\_\_\_\_\_  
(Signature of a General Partner is Required)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. He or she is ( ) personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public

## AFFIDAVIT FOR CORPORATION

State of \_\_\_\_\_ ss:

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

\_\_\_\_\_  
(title) \_\_\_\_\_ of the \_

\_\_\_\_\_  
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions in the foregoing concerning the qualification statement and corporate officers are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive or fraudulent statements in this statement constitutes fraud; and such action on the part of the Quoting Firm will be considered good cause for rejection of Quoting Firm's quote.

\_\_\_\_\_  
(Officer must also sign here)

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_. He or she is ( ) personally known to me; or ( ) has produced \_\_\_\_\_, as identification.

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed name of Notary Public



**SWORN STATEMENT UNDER SECTION 287.133(3)(A),  
FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Waterlefe Community Development District.
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ ("Proposer") and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer's business address is: \_\_\_\_\_  
\_\_\_\_\_
4. Proposer's Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or,
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the

legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.)

( ☐ ) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

( ☐ ) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

( ☐ ) There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

( ☐ ) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

( ☐ ) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Proposer: \_\_\_\_\_

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

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ( ☐ ) physical presence or ( ☐ ) online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ☐ ] or did not [ ☐ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH  
ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

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

1. This sworn statement is submitted to Waterlefe Community Development District (“District”).
2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ for \_\_\_\_\_ (“Proposer”) and am authorized to make this Sworn Statement on behalf of Proposer.
3. Proposer’s business address is: \_\_\_\_\_  
\_\_\_\_\_
4. Proposer’s Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
  
(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6. Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
7. If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement and all of the information provided is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Proposer: \_\_\_\_\_

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

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

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ( ☐ ) physical presence or ( ☐ ) online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ☐ ] or did not [ ☐ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**AGREEMENT BETWEEN \_\_\_\_\_, AND  
WATERLEFE COMMUNITY DEVELOPMENT DISTRICT  
FOR LANDSCAPE & IRRIGATION MAINTENANCE SERVICES**

This agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between:

Waterlefe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is 3434 Colwell Ave., Ste. 200, Tampa, Florida 33614 (“District”), and

\_\_\_\_\_, a \_\_\_\_\_, with a mailing address

at \_\_\_\_\_ (“Contractor”).

**RECITALS**

WHEREAS, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating and maintaining systems and facilities for certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor submitted a proposal, attached hereto as Exhibit “B” (hereinafter “Proposal”) and incorporated herein by reference, and represents that it is qualified to serve as a Landscape Maintenance contractor and provide services to the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and District agree as follows:

**I. INCORPORATION OF RECITALS**

The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

**II. DESCRIPTION OF WORK**

The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in the scope of services attached hereto as Exhibit “A” (hereinafter referred to as the “Contract Work”). Contractor shall perform in accordance with the Proposal attached hereto as Exhibit “B”. Maps of the areas to be maintained are attached hereto as Exhibit “C”. While performing the Contract Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Contract Work in accordance with the Proposal and attached specifications. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. The performance of all services



by the Contractor under this Contract and related to this Contract shall conform to any written instructions issued by the District.

1. Should any work and/or services be required which are not specified in this Contract or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Contract.
2. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
3. The District shall designate in writing one or more individuals to act as the District's representative(s) with respect to the Contract Work. The District's representative(s) shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contract Work.
4. Scheduling of maintenance visits will be determined by the District. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
5. The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract. At that time, the District will compile a list of landscape related items (Landscape Inspection Report) that should be performed before the next walk through or other designated time. The Contractor shall be required to provide, in writing, (typically within seven (7) calendar days) what actions shall be taken to remedy those findings within the Landscape Inspection Report. Response shall include a timeline as to when items shall be completed as well as diagnosis and treatment plans for those items requiring such. If the Contractor does not respond within the specified time, the first offense will result in a written warning; the second offense will result in a second written warning and the Board of Supervisors for the District will be notified; the third offense may terminate this contract for cause at the District's discretion. If the deficient items have not been rectified to the District's satisfaction within the stated time provided in the response to the Landscape Inspection Report, (but in no circumstance no longer than a 1-month period), the District reserves the right to subcontract out such work and withhold the cost of such work from the Contractor's next monthly invoice. The District further reserves the right to, among other remedies available at law or in equity, impose fees on the Contractor of \$100 per day. The District will be responsible for scheduling the inspections. The District must have no less than five (5) days' notice if there is a need to reschedule. Inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Contract Work. Contractor shall provide management a written summary of work performed for each week with notification of any problem areas.
6. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Contract

Work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

7. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Contract Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
8. In the event of a declared emergency or disaster, Contractor shall provide the District the following Time and Materials services:
  - a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, as supplied in Bid From, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive of the hourly rates. After approval or authorization to proceed from the District, the contractor should commence storm clean-up efforts. The priority being to open the roadways for first responder access as well as hazards. The Contractor should assess damages and provide the District with an estimated cost for debris removal/tree cutting/stump removal/stump grinding.
  - b. All debris including trees removed shall be documented by the contractor to include location, quantity including photographs.
  - c. Hourly rates for equipment apply only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
  - d. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time and travel time are not eligible expenses.
  - e. Disaster Recovery Assistance Services shall not exceed a total of seventy (70) hours worked for each declared emergency/disaster without specific written authorization from the District.
  - f. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies. Invoices for storm clean-up costs shall include – Location of the work, quantities, detailed descriptions of the work performed and photographs. If offsite removal is required and approved by the District, the contractor will be required to submit copies of all dump tickets along with their invoice.
  - g. The District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

### **III. CONTRACT SUM; TERM**

The District agrees to pay Contractor for the Contract Work, a not to exceed sum of XXXXXXXXXXXXXXX per year as detailed in Exhibit "B", payable in monthly installments as detailed below, for a term of one (1) year with the option to renew for two (2) additional one (1) year periods unless terminated earlier as provided in this Contract.

1. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
2. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
3. The Contractor will provide landscape & irrigation maintenance services for certain lands within and around the District. Specifically, Contractor shall provide the services identified in the **Exhibit "A"** and **Exhibit "B"**. Contractor shall perform such work for a not to exceed sum of \_\_\_\_\_ and no/100 (\$XXX.XXX.XX) to include Parts 1-4 of the Scope of Services and up to a maximum of \_\_\_\_\_ and no/100 (\$XXX,XXX.XX) if both mulch top-dressings (Part 5) are performed and awarded to Contractor as well as four 3-month annual flower rotations (Part 6) are performed and awarded to Contractor. Contractor shall provide all labor and equipment necessary for such services. These monthly amounts include all tools, labor and materials necessary to complete the Services. The term of this Agreement shall be from XXXXXX XX, XXXX through XXXXXX XX, XXXX unless terminated earlier in accordance with the terms of this Agreement or renewed for optional one-year renewals at the option of the parties hereto at the price and terms as provided for herein.

### **IV. TIME OF COMMENCEMENT**

The work to be performed under this contract shall commence after providing District the requisite insurance referenced herein and no later than \_\_\_\_\_, 20\_\_.

### **V. CONTRACTOR'S REPRESENTATIONS**

In order to induce the District to enter into this Contract, Contractor makes the following representations, upon which the District has actually and justifiably relied:

1. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.



2. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Contract.
3. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Contract.

## **VI. DUTIES AND RIGHTS OF CONTRACTOR**

Contractor's duties and rights are as follows:

1. Responsibility for and Supervision of Project: Contractor shall be solely responsible for all work specified in this Contract, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
2. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Contract Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
3. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Contract. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Contract, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Contract, may terminate this Contract to be effective immediately upon the giving of notice of termination.
4. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Contract Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Contract Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local,

State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.

5. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
6. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Contract Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Contract. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

## **VII. INDEMNIFICATION**

The Contractor does hereby indemnify and hold harmless the District, its officers, agents and employees, from liabilities, damages, losses and costs of every kind (including but not limited to reasonable attorney's fees, consequential and punitive damages) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Contract Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Contract.

*It is understood and agreed that this Contract is not a construction contract as that term is referenced in Section 725.06, Fla. Stat., (as amended) and that said statutory provision does not govern, restrict or control this Contract.*

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

The Contractor shall and does hereby indemnify and hold harmless the District and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copy rights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

## **VIII. INSURANCE**

1. Before performing any Contract Work, Contractor shall procure and maintain, during the life of the Contract, unless otherwise specified, insurance listed below. The policies of insurance shall be

primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than “A- Excellent: FSC VII.” No changes are to be made to these specifications without prior written specific approval by the District.

2. **WORKERS’ COMPENSATION:** Contractor will provide Workers’ Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer’s Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has “leased” employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers’ Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or sub-contractor operating under a worker’s compensation exemption shall access or work on the site.
3. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract.
4. **AUTOMOBILE LIABILITY:** Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
5. **UMBRELLA LIABILITY:** With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
6. Each insurance policy required by this Contract shall:
  - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer’s liability.
  - b. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - c. Be written to reflect that the aggregate limit will apply on a per claim basis.
7. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
8. The procuring of required policies of insurance shall not be construed to limit Contractor’s liability or to fulfill the indemnification provisions and requirements of this Contract.
9. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
10. Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and copies of all endorsements are to be furnished to the District prior to commencement of Contract Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All



insurance certificates shall be received by the District before the Contractor shall commence or continue work.

11. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
12. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
13. All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its Supervisors, Officers, Agents, Employees and Volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District, its Supervisors, Officers, Agents, Employees or Volunteers.
14. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **IX. EARLY TERMINATION FOR BREACH OF CONTRACT**

1. Contractor's Termination. Contractor may terminate this Contract with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
2. Owner's Termination. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor. On such termination, the District may take possession of the work site and all materials thereon and finish the work in whatever way it deems expedient. If the unpaid balance on the Contract Sum at the time of such termination exceeds the expense of finishing the work, Owner will pay such excess to Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, Contractor agrees to pay the difference to Owner within ten (10) days after written notice.

On a default by Contractor, Owner may elect not to terminate the contract, and in such event, it may make good the deficiency in which the default consists and deduct the costs from the payment then or to become due to Contractor. Owner specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

## **X. ATTORNEY'S FEES**

If any court proceeding or other action occurs between the parties as a result of this Contract or any other document or act required by this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, trial, appellate and/or bankruptcy proceedings as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

## **XI. MISCELLANEOUS**

1. No assignment by either party to this Contract of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
2. Contractor binds itself, its partners, successors, assigns, and legal representatives to the District and any of the District's successors, assigns, and legal representatives of the District in respect of all covenants, contracts, and obligations contained in this Contract. No employees, agents or representatives of the District are personally or individually bound by this Contract.
3. This Contract is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
4. Nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. This Contract has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Contract and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.
6. The laws of the State of Florida shall govern all provisions of this Contract. In the event the parties to this Contract cannot resolve a difference with regard to any matter arising here from, the disputed matter will be referred to court-ordered mediation pursuant to Section 44.102, Fla. Stat., as amended. If no agreement is reached, any party may file a civil action and/or pursue all available remedies whether at law or equity. Venue for any dispute shall be Manatee County, Florida.

7. This Contract and its attachments contain the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.
8. A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provisions.
9. The execution of this Contract has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
10. Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
11. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 933-5571, OR BY EMAIL AT [RDURAND@RIZZETTA.COM](mailto:RDURAND@RIZZETTA.COM) OR BY REGULAR MAIL AT 3434 COLWELL AVENUE #200, TAMPA, FLORIDA 33614.**



12. To the extent that the terms described in the attachments conflict with the terms of this Contract document, the terms of this Contract and the original RFP shall control.
13. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.  
If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.
14. Notices: Unless specifically stated to the contrary elsewhere in this Contract, where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

**To Owner:** Waterlefe Community Development District  
c/o District Manager  
3434 Colwell Avenue, Ste. 200  
Tampa, Florida 33614

**With a copy to:** Persson, Cohen & Mooney, P.A.  
c/o Andrew Cohen, Esq.  
6853 Energy Court  
Lakewood Ranch, Florida 34240

**To Contractor:** xxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxxxxx  
xxxxxxxxxxxxxxxxxxxxx

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

[signature page to follow.]

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**EXHIBIT “A”  
LANDSCAPE & IRRIGATION MAINTENANCE  
SCOPE OF SERVICES**

**PART 1**

**GENERAL LANDSCAPE MAINTENANCE**

**1) MOWING** – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 42 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the St. Augustine & Bahia grass at a height of three and one half (3 1/2) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching-type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise, large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re-distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR’S mowing equipment within twenty-four hours of the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of Waterlefe CDD’s Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted, when necessary, upon prior approval. Any lawn that dies or becomes weak or unsightly (including heavy weed infestation, excessive insect or disease damage, etc.) shall be replaced at the sole cost of the Contractor. This excludes damage from water restrictions (only if automatic irrigation is completely and legally banned by the State and/or local authorities).

**1A) POND MOWING** - All pond banks identified as such on the overall Waterlefe Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to the water’s edge during each mowing event. Line trimming to water’s edge and line trimming of all drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond bank erosion. Also, when line trimming to water’s edge, Contractor shall be extremely careful not to scalp at the water’s edge also increasing chances of pond bank erosion. Line trimming height shall be the same as or slightly higher than mowing height. Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. It is preferred that mulch type mowers be used around pond banks. Regardless, mowers must blow all clippings away

from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Condition of turf is to be determined by the DISTRICT, or its assigns, at their sole discretion.

**2) EDGING AND TRIMMING** – All hard-edged areas (curbs, sidewalks, bike paths, nature trails, etc.) shall be edged every mow event and soft-edged areas (tree rings, shrub and groundcover bed lines shall be edged a minimum of every other week during the growing period, but at every mowing event during the dormant period. All edging shall be performed to the sole satisfaction of the DISTRICT. Line trimming shall be performed with each mowing event. **Chemical edging shall not be permitted anywhere on property.**

**AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.**

**CONTRACTOR IS REQUESTED IN BID FORM TO PROVIDE A PER APPLICATION COST AND A STATEMENT AS TO ITS ABILITY TO PROVIDE FREEZE PROTECTION TO COLD-SENSITIVE PLANT MATERIAL TO BE IDENTIFIED BY THE CONTRACTOR.**

**3) TREE AND SHRUB CARE** – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Crossing and/or rubbing branches are to be removed. Branches shall be pruned just outside the branch collar. Contractor is responsible for the removal of all branches up to 4" in diameter and up to 15' in height to keep them from encroaching onto buildings, including roofs, signage structures, fences & walls, pruned to prevent streetlights and traffic signage from being blocked, and pruned over sidewalks, streets, boardwalk nature trails and parking lots so as not to interfere with pedestrians or cars. All trees are to meet DOT requirements. (This is to include maintaining at all times where possible, a minimum of ten to fifteen (10-15) feet of clearance under all limbs depending on size of tree.) All hanging moss (including all ball moss) shall be removed up to a height of 15' from all trees on an as-needed basis. During the dormant season, ALL Crape Myrtle trees shall have ALL mosses removed from the entire tree, regardless of height. Crape Myrtles are not to be "hat racked" at any time. Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed. If present at the commencement of a new contract, the initial removal of all Spanish and Ball Mosses shall be completed within ninety (90) days of contract commencement. All tree pruning shall be performed by or directly supervised by an ISA certified arborist. The certified arborist must be on site during all tree pruning activities. If Contractor does not have a certified arborist on staff, Contractor shall subcontract the pruning to an individual or entity that meets these requirements. In the alternative, District reserves the right to subcontract out any and all tree pruning.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent



with the current aesthetics of Waterlefe. The Contractor agrees that pruning is an art that must be performed under the supervision of a highly trained foreman and shall make provision for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site and visibility triangles is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), then another solution will need to be proposed and executed.

**Palms:** All palms, regardless of location, species or height shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken leaves and inflorescence. Removal of green or even yellowing leaves is unnecessary and pruning palms above the nine o'clock – three o'clock line is prohibited. Leaves should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are contacting buildings or other structures or are encroaching on other non-palm plantings. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to pool decks. Contractor shall be responsible for the removal of all palm fruit stains. **Contractor shall sterilize all pruning equipment prior to pruning the next palm as described in Exhibit "E".**

**4) WEEDS AND GRASSES** – All groundcover and turf areas shall be kept reasonably free of weeds and grasses and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre and post emergent herbicides alone or as part of fertilizer mixtures. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post-emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED. NON-SELECTIVE, POST-EMERGENT HERBICIDES (Round-Up) SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, ETC.) LINE TRIMMING OF THESE STRUCTURES MUST BE FACTORED IN WHEN PREPARING BID.**

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of weeds, undesirable vines and overhanging limbs.

**5) MAINTENANCE OF PAVED AND TRAIL AREAS** – All paved and trail areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.

6) **CLEAN UP** – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) **REPLACEMENT OF PLANT MATERIAL** – Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

8) **If Contractor misses a service due to inclement weather or any other reason, Contractor is required to make up service the same week.** Saturday work is permitted after prior approval from District Representative.

## **PART 2**

### **FERTILIZATION**

Any fertilizer ordinance in place for Manatee County specifically banning fertilizers during a specific season(s), will be followed. It is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING THE RESTRICTED SEASON FROM JUNE 1 THROUGH SEPTEMBER 30.

NO APPLICATOR SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS DURING A PERIOD FOR WHICH THE NATIONAL WEATHER SERVICE HAS ISSUED ANY OF THE FOLLOWING ADVISORIES FOR ANY PORTION OF THE COUNTY: A SEVERE THUNDERSTORM WARNING OR WATCH, FLOOD WARNING OR WATCH, TROPICAL STORM WARNING OR WATCH, HURRICANE WARNING OR WATCH, OR IF RAIN GREATER THAN OR EQUAL TO TWO (2) INCHES IN A TWENTY-FOUR-HOUR PERIOD IS FORECASTED.

FERTILIZERS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS AT THE LOWEST RECOMMENDED RATE ACCORDING TO THE "FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES FOR PROTECTION OF WATER RESOURCES IN FLORIDA, DECEMBER 2008", AS UPDATED, WITH NO MORE THAN FOUR (4) POUNDS OF NITROGEN PER ONE THOUSAND (1,000) SQUARE FEET APPLIED IN ANY CALENDAR YEAR.

NO FERTILIZER CONTAINING PHOSPHORUS SHALL BE APPLIED TO TURF AND/OR LANDSCAPE PLANTS IN THE COUNTY, EXCEPT WHERE A PHOSPHOROUS DEFICIENCY HAS BEEN DEMONSTRATED IN THE SOIL UNDERLYING THE TURF AND/OR LANDSCAPE PLANTS BY A SOIL ANALYSIS TEST PERFORMED BY A STATE OF FLORIDA CERTIFIED LABORATORY. ANY PERSON WHO OBTAINS A SOIL ANALYSIS TEST SHOWING A PHOSPHOROUS DEFICIENCY AND WHO WISHES TO APPLY PHOSPHOROUS TO TURF AND/OR LANDSCAPE PLANTS SHALL PROVIDE A COPY OF THE TEST RESULTS TO THE COUNTY ADMINISTRATOR PRIOR TO THE APPLICATION OF PHOSPHOROUS.

NITROGEN FERTILIZER SHALL NOT BE APPLIED ON NEWLY ESTABLISHED TURF OR NEW LANDSCAPE PLANTS FOR THE FIRST THIRTY (30) DAYS.

GRANULAR FERTILIZERS CONTAINING NITROGEN APPLIED TO TURF AND/OR LANDSCAPE PLANTS WITHIN THE COUNTY SHALL CONTAIN NO LESS THAN FIFTY (50) PER CENT SLOW-RELEASE NITROGEN PER GUARANTEED ANALYSIS LABEL

The Waterlefe CDD requires that all fertilizer applied on the CDD property be 8-0-12+4Mg. Not only for palms, but for all turf, ornamentals, groundcovers and trees. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

**Element Recommended Sources:\***

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde

P - Superphosphate, triple superphosphate, coated diammonium phosphate

K - Sulfur-coated potassium sulfate (may have additional polymer coating)

Mg - Kieserite (magnesium sulfate monohydrate) granules

Mn - Manganese sulfate

Fe - Iron sulfate, FeEDTA and/or FeDTPA

B - Granubor® (sodium borate)

\*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005) Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.

For purposes of bidding, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line running east-west from coast to coast through between Tampa & Vero Beach.)

**All St. Augustine Sod:**

February	8-0-12+4Mg + PreM
March	A second application of a pre-emergent herbicide
April	8-0-12+4Mg
May	8-0-12+4Mg
July	Summer Blends containing iron, Mn and other micronutrients
September	Summer Blends containing iron, Mn and other micronutrients
November	8-0-12+4Mg + PreM

**All Bahia Sod:**

February	8-0-12+4Mg + PreM
March	A second application of a pre-emergent herbicide
April	8-0-12+4Mg
May	8-0-12+4Mg
October	8-0-12+4Mg + PreM

Should change be of merit, the Contractor shall notify the District in writing prior to the implementation of such change At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy



and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

### **SHRUB, TREE & GROUNDCOVER FERTILIZATION:**

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, May, October)  
8-0-12+4Mg at a rate of 4-6 lbs. N/1000 sq. ft./year.

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

### **PALM FERTILIZATION:**

All Palms shall receive 1 ½ pounds of 8N-0P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, May, October & December). 100% of the N, K & Mg **MUST** be in slow-release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under and outside the dripline of the canopy but must be kept at least 6" from the palm trunk. Do not apply fertilizer in bands surrounding the palm trunk.

**Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application. CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity.** Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

## PART 3

### **PEST CONTROL**

**Insects and Disease in Turf** Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

**Insects and Disease Control for Trees, Palms and Plants** The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms, some preventable and some where no known treatment exists. Contractor will be fully responsible for the diagnosis and treatment of preventable afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Bronzing fka Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price, and not included in the total Pest Control price. Contractor is to identify those species of palms on the property most susceptible and supply a list of species and quantities with their proposal. Do NOT include Sabal Palms. Each susceptible palm shall receive a quarterly injection(s) (quantity to be determined by the size of the palm). Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in either the Pest Control price or the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary, they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems, it will be the Contractor's responsibility to treat pest within five (5) working days of the date of notification.

### **FIRE ANT CONTROL**

Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all Finished Landscape Areas as shown on the Maintenance Exhibit. This is to include only those maintained and irrigated turf areas along roadways and sidewalks, and all other maintained areas frequented by pedestrians and animals (playgrounds, clubhouse, tennis/basketball courts, etc.). This does not include lake banks behind the residential properties or between ponds and conservation areas.

**Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.**

**Pest Control shall be included in the Contract Amount.**

## PART 4

### **IRRIGATION SYSTEM MONITORING AND MAINTENANCE**

**Irrigation System.** The Contractor shall inspect and test the irrigation system components one (1) time per month. Areas shall include all the existing irrigation systems

#### A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

#### B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. Test each pump at design capacities **weekly**; Inform District Manager of any problems immediately. Contractor shall also confirm weekly that all backflow preventers are on and operating properly.
4. Test automatic protection devices

#### C. Irrigation Systems

1. Manual test and inspection of each irrigation zone
2. Clean and raise heads as necessary
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

#### D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations
5. Map of irrigation system with valve locations and areas serviced by zone.

The above list is for routine maintenance and adjustment of the existing irrigation system components. Locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. **Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.**

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate for all such repairs. Upon written approval from Management, Contractor shall proceed. In the event of an emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.



**Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.**

**After the thirty (30) day period has expired and for the duration of the contract, (assuming the BOS approved for audit repairs to be performed,) Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings.** Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigations reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Manatee County or any other governmental agencies. It is the responsibility of the Contractor to ensure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

**Emergency service shall be available after normal working hours and an emergency telephone/pager number will be provided to Management or their assign. Emergency service requests require a 24 hour response and repairs completed as soon as possible.**

Freeze Protection. The Contractor shall describe ability and cost per man-hour to provide freeze protection for both landscape material and pumps/wells.

## PART 5

### **INSTALLATION OF MULCH**

After prior approval by the Board of Supervisors or Management, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds & tree rings) with Grade “A” Medium Pine Bark Mulch for ornamental beds and tree rings once per year during the month of October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bed lines adjacent to concrete surfaces. Trenches shall be 3” deep and beveled. Mulched beds on slopes adjacent to turf and/or concrete shall also be trenched to a depth of 3” & beveled to reduce mulch washout. The labor for trenching MUST be included in the proposal for mulch installation. This practice has not been followed in the past and trenching will not be considered as an extra. Any and all mulch above the root flare of trees must be removed prior to installing new mulch. The labor for mulch removal MUST be included in the proposal for mulch installation. Mulch is to be installed up to 2” from tree trunks but no closer. Any mulch installed against tree trunks will be required to be pulled 2”-3” away from the trunks. This practice has not been followed in the past and removing mulch from tree trunks will not be considered as an extra. Mulch shall not be piled around the bases of any plants but kept at least 1” away from stems/trunks. Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required 3” depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

**This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per year (based on his own field measurements) and shall submit with bid.**

**The CDD reserves the right to subcontract out any and all mulching events.**

## PART 6

### **ANNUAL INSTALLATION**

**Planting of Annuals.** After prior approval by the Board of Supervisors, Contractor shall replace approximately 3,300 annuals in 4” pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be thoroughly watered, fertilized and drenched with a fungicide at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Annuals that die prior to two weeks of the annuals are scheduled to be removed and replaced, such annuals shall be replaced by the vendor. The District relies on the vendor to make recommendations should annual beds not receive adequate irrigation causing premature failures.

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, weeding, necessary soil adjustments, soil additives, fungicides and monthly **slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive, or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District,** a major renovation of all annual beds. Old potting soil shall be removed, and new potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each change-out throughout the year. All annual beds shall be raised in a stadium seating formation (front to back) to between 8” – 10” at the rear of the bed. All this shall be provided at no additional cost to the District. Once installed, all beds shall be covered with a 1” layer of Pine fines.

**This item will not be included in the contract amount. Contractor shall provide a price per 4” annual to be installed and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.**

**The CDD reserves the right to subcontract out any and all annual installation events.**

[END OF SECTION]

**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**

**EXHIBIT "B"**

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES PROPOSAL FORM**



## BID FORM (Initial Term)

### WATERLEFE COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE and IRRIGATION MAINTENANCE REQUEST FOR PROPOSALS

**NOTE:** This pricing form is intended to cover pricing for the initial one-year term of the contract. It is assumed that prices will remain the same through each of the two potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

#### **PART 1**

##### **General Landscape Maintenance**

\$ \_\_\_\_\_ yr.

- Storm Cleanup \$\_\_\_\_\_/hr
- Freeze Protection (description of ability) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_ / application
- Hand Watering
- \$\_\_\_\_\_/hr for employee with hand-held hose
- \$\_\_\_\_\_/hr for water truck/tanker

**These prices are informational only and NOT to be included in General Landscape Maintenance Cost**

#### **PART 2**

##### **Fertilization (All labor and materials)**

\$ \_\_\_\_\_ yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE cont.				

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1 ½ LBS. /100 SF PALM min.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (Roses, Crape- s, Loropetalum, Ixora, Azalea, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

### **PART 3**

**Pest Control** (All labor and materials)  
(if entire pesticide allowance is required) \*

\$ \_\_\_\_\_ yr.

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections & TopChoice applications will be performed at the discretion of the District's BOS.**  
*(These shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ \_\_\_\_\_ /yr.(based on quantities below)

**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in areas designated in the Scope of Services.

\$ \_\_\_\_\_ / yr.

## **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ \_\_\_\_\_/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PART 5**

**Mulch** (All labor and materials)

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the October top-dressing at \$ \_\_\_\_\_/CY  
(app. October)

**Installation of Pine Bark Mulch (medium)** (All labor and materials) \$ \_\_\_\_\_/yr.  
**(do not include in Grand Total)**

**Additionally, based on quantities determined by Contractor's field measurements (Portside North) at time of bidding, Contractor shall install:**

\_\_\_\_\_ Bales Pine Straw Mulch per specs for the October top-dressing at \$ \_\_\_\_\_/bale  
(app. October)

**Installation of Pine Straw Mulch** (All labor and materials) \$ \_\_\_\_\_/yr.  
**(do not include in Grand Total)**

**Each top-dressing shall leave all beds with a depth of 3"**

**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**



## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,300 (4") annuals up to four (4) times per year per specs at the direction of the District at \$\_\_\_\_\_/annual

\$ \_\_\_\_\_ /rotation

\$ \_\_\_\_\_/YR. (if all rotations are performed - **do not include in Grand Total**)

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_ / (Initial Term)

**FIRST ANNUAL RENEWAL**

\$ \_\_\_\_\_ /yr.

**SECOND ANNUAL RENEWAL**

\$ \_\_\_\_\_/yr.

*Remainder of page intentionally left blank.*

Contractor/Firm Name\_\_\_\_\_

Firm Address\_\_\_\_\_

City/State/Zip\_\_\_\_\_

Phone Number\_\_\_\_\_ Fax Number\_\_\_\_\_

Name and Title of Representative \_\_\_\_\_  
(Please Print)

Representative's Signature\_\_\_\_\_

Date\_\_\_\_\_

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_ 5. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**Contractor to provide the value of each of the maintenance items listed below:**

**General Landscape Maintenance**

Mowing, hard edging, blowing off hard surfaces: \$ \_\_\_\_\_ / event

Pond bank mowing, including line-trimming to water's edge: \$ \_\_\_\_\_ / event

Bed detailing, including weeding, soft-edging, shrub pruning, delineation and dead-wooding, dead-heading of annuals, trash and landscape litter removal: \$ \_\_\_\_\_ / event

Tree Lifting: \$ \_\_\_\_\_ / event

Palm Pruning, including seed pods, old flower stalks, and inflorescence, vines & volunteers: \$ \_\_\_\_\_ / event

## BID FORM (1<sup>st</sup> Annual Renewal)

### WATERLEFE COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE and IRRIGATION MAINTENANCE REQUEST FOR PROPOSALS

**NOTE:** This pricing form is intended to cover pricing for the first annual renewal of the contract. It is assumed that prices will remain the same through each of the remaining potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the remaining renewal terms.

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

#### **PART 1**

**General Landscape Maintenance**

\$ \_\_\_\_\_ yr.

- Storm Cleanup \$\_\_\_\_\_/hr
- Freeze Protection (description of ability) \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_ / application
- Hand Watering
- \$\_\_\_\_\_/hr for employee with hand-held hose
- \$\_\_\_\_\_/hr for water truck/tanker

**These prices are informational only and NOT to be included in General Landscape Maintenance Cost**

#### **PART 2**

**Fertilization (All labor and materials)**

\$ \_\_\_\_\_ yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ST. AUGUSTINE cont.				

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1 ½ LBS. /100 SF PALM min.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (Roses, Crape- s, Loropetalum, Ixora, Azalea, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.



### **PART 3**

**Pest Control** (All labor and materials)  
(if entire pesticide allowance is required) \*

\$ \_\_\_\_\_ yr.

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections & TopChoice applications will be performed at the discretion of the District's BOS.**  
*(These shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ \_\_\_\_\_ /yr.(based on quantities below)

**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in areas designated in the Scope of Services.

\$ \_\_\_\_\_ / yr.

## **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_ yr.

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_ /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ \_\_\_\_\_ /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PART 5**

**Mulch** (All labor and materials)

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the October top-dressing at \$ \_\_\_\_\_ /CY  
(app. October)

**Installation of Pine Bark Mulch (medium)** (All labor and materials) \$ \_\_\_\_\_ /yr.  
**(do not include in Grand Total)**

**Additionally, based on quantities determined by Contractor's field measurements (Portside North) at time of bidding, Contractor shall install:**

\_\_\_\_\_ Bales Pine Straw Mulch per specs for the October top-dressing at \$ \_\_\_\_\_ /bale  
(app. October)

**Installation of Pine Straw Mulch** (All labor and materials) \$ \_\_\_\_\_ /yr.  
**(do not include in Grand Total)**

**Each top-dressing shall leave all beds with a depth of 3"**

**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,300 (4") annuals up to four (4) times per year per specs at the direction of the District at \$\_\_\_\_\_/annual

\$ \_\_\_\_\_ /rotation

\$ \_\_\_\_\_/YR. (if all rotations are performed - **do not include in Grand Total**)

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_ / (1<sup>st</sup> annual renewal)

**SECOND ANNUAL RENEWAL**

\$ \_\_\_\_\_/yr.

*Remainder of page intentionally left blank.*

Contractor/Firm Name\_\_\_\_\_

Firm Address\_\_\_\_\_

City/State/Zip\_\_\_\_\_

Phone Number\_\_\_\_\_ Fax Number\_\_\_\_\_

Name and Title of Representative \_\_\_\_\_  
(Please Print)

Representative's Signature\_\_\_\_\_

Date\_\_\_\_\_

**BID FORM (2<sup>nd</sup> annual renewal)**

**WATERLEFE  
COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE and IRRIGATION MAINTENANCE  
REQUEST FOR PROPOSALS**

**NOTE:** *This pricing form is intended to cover pricing for the second annual renewal of the contract.*

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

**PART 1**

**General Landscape Maintenance**

\$ \_\_\_\_\_ yr.

- Storm Cleanup \$\_\_\_\_\_/hr
- Freeze Protection (description of ability) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_ / application
- Hand Watering  
\$\_\_\_\_\_/hr for employee with hand-held hose  
\$\_\_\_\_\_/hr for water truck/tanker

***These prices are informational only and NOT to be included in General Landscape Maintenance Cost***

**PART 2**

**Fertilization (All labor and materials)**

\$ \_\_\_\_\_ yr.

(Include any and all turf pesticide/herbicide mixtures you intend to use throughout the year)

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION



BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1 ½ LBS. /100 SF PALM min.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

Please list any additional fertilization for those plant materials requiring specialized applications.

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (Roses, Crape- s, Loropetalum, Ixora, Azalea, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

**The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.**

### **PART 3**

**Pest Control** (All labor and materials) \$ \_\_\_\_\_ yr.  
(if entire pesticide allowance is required) \*

\* This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowance used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication/control of all weeds, pests and diseases after the allowance listed above has been exhausted.

**OTC Injections & TopChoice applications will be performed at the discretion of the District's BOS.**  
*(These shall not be included in either the Pest Control cost listed above, nor shall it be included in the Grand Total or Contract Amount.)*

**OTC Injections** (All labor and materials)

\$ \_\_\_\_\_ /yr.(based on quantities below)  
**(OTC injections per specs - do not include in Grand Total)**

<b>Palm Type</b>	<b>Palm Qty</b>	<b># of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)</b>	<b>Cost per Individual Inoculation</b>	<b>Total Cost per Year (4x per year)</b>

**The CDD reserves the right to subcontract out any and all OTC Injection events.**

#### **Application of Top Choice for annual treatment of Fire Ants**

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in areas designated in the Scope of Services. \$ \_\_\_\_\_ / yr.

## **PART 4**

**Irrigation** (All labor and materials)

\$ \_\_\_\_\_/Yr

Freeze Protection (description of ability) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_/application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ \_\_\_\_\_/hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **PART 5**

**Mulch** (All labor and materials)

**Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:**

\_\_\_\_\_ CY Medium Pine Bark Mulch per specs for the October top-dressing at \$ \_\_\_\_\_/CY  
(app. October)

**Installation of Pine Bark Mulch (medium)** (All labor and materials) \$ \_\_\_\_\_/yr.  
**(do not include in Grand Total)**

**Additionally, based on quantities determined by Contractor's field measurements (Portside North) at time of bidding, Contractor shall install:**

\_\_\_\_\_ Bales Pine Straw Mulch per specs for the October top-dressing at \$ \_\_\_\_\_/bale  
(app. October)

**Installation of Pine Straw Mulch** (All labor and materials) \$ \_\_\_\_\_/yr.  
**(do not include in Grand Total)**

**Each top-dressing shall leave all beds with a depth of 3"**

**The DISTRICT reserves the right to subcontract any mulching event to an outside vendor.**

## **PART 6**

**Annual Installation** (All labor and materials)

**The DISTRICT reserves the right to subcontract any annual installation event to an outside vendor.**

Contractor shall install 3,300 (4") annuals up to four (4) times per year per specs at the direction of the District at \$\_\_\_\_\_/annual

\$ \_\_\_\_\_ /rotation

\$ \_\_\_\_\_/YR. (if all rotations are performed - **do not include in Grand Total**)

**GRAND TOTAL (PARTS 1, 2, 3 & 4 - This is what contract will be written for)**

\$ \_\_\_\_\_ / (2<sup>nd</sup> annual renewal)

*Remainder of page intentionally left blank.*

Contractor/Firm Name\_\_\_\_\_

Firm Address\_\_\_\_\_

City/State/Zip\_\_\_\_\_

Phone Number\_\_\_\_\_ Fax Number\_\_\_\_\_

Name and Title of Representative \_\_\_\_\_  
(Please Print)

Representative's Signature\_\_\_\_\_

Date\_\_\_\_\_



**EXHIBIT “C” TO AGREEMENT**

**MAINTENANCE MAP**

**EXHIBIT “D”**

**STERILIZING PALM PRUNING TOOLS**

## Suggested materials and soaking times for disinfecting pruning tools

<b>Material*</b>	<b>% solution</b>	<b>Soaking time</b>
Household bleach (e.g., Clorox®)	25% (1 part bleach + 3 parts water)	5 minutes minimum
Pine oil cleaner (e.g., Pine Sol®)	25% (1 part cleaner + 3 parts water)	5 minutes minimum
Rubbing alcohol (70% isopropyl)	50% (1 part alcohol + 1 part water)	5 minutes minimum
Denatured ethanol (95%)	50% (1 part alcohol + 1 part water)	5 minutes minimum

\*The above materials were shown to be effective in eliminating the fungus from the wood dust or palm sap trapped on pruning tools (Simone 1998). It is suggested that the solution be replaced after 10 trees or every 2 hours. Rinse the tool with fresh water after soaking. Other potential disinfectants include trisodium phosphate or quaternary ammonium salts. The latter is recommended at a 5% solution, soaking for 5 minutes (Smith, Smith, and Clements 2003).

## Tab 4

**SECOND SUPPLEMENTAL ADDENDUM TO THE LANDSCAPE AND IRRIGATION  
MAINTENANCE AGREEMENT BY AND BETWEEN WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT AND SAVE-ON ENTERPRISES OF SARASOTA  
COUNTY, INC. D/B/A ARTISTREE LANDSCAPE MAINTENANCE & DESIGN**

**THIS SECOND ADDENDUM TO THE LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT BY AND BETWEEN WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AND SAVE-ON ENTERPRISES OF SARASOTA COUNTY, INC. D/B/A ARTISTREE LANDSCAPE MAINTENANCE & DESIGN** (the "Second Addendum"), is made and entered into effective as of the 10 day of August, 2023 by and between the Waterlefe Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida (the "District"), and Save-On Enterprises of Sarasota County, Inc. d/b/a ArtisTree Landscape Maintenance & Design (the "Contractor").

**WHEREAS**, the District was established for the purpose of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District is responsible for the landscape maintenance for certain areas within and around the District; and

**WHEREAS**, the District and the Contractor entered into a Landscape and Irrigation Maintenance Agreement for a period of twelve (12) months beginning on September 1, 2020 ("Maintenance Agreement"), with the potential for two annual renewals, incorporated by reference herein; and

**WHEREAS**, the District and the Contractor entered into a Supplemental Addendum on or about July 2021 to clarify certain costs of services in the Maintenance Agreement; and

**WHEREAS**, the parties wish to provide for certain additional amendments to the Maintenance Agreement as more specifically set forth herein; and

**WHEREAS**, the District and the Contractor each has the authority to execute this Second Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Second Addendum so that this Second Addendum constitutes a legal and binding obligation of the parties hereto.

**Now, Therefore**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. The Maintenance Agreement, as it may have been previously amended and/or supplemented, expires August 31, 2023 (the Maintenance Agreement was



prepared as a one-year agreement with the option for two annual renewals, which were both exercised).

2. The District is in the process of preparing a formal Request for Proposals ("RFP") for landscape and irrigation maintenance services but will not have the process complete prior to the expiration of the Maintenance Agreement.
3. The District and the Contractor agree to continue the current Maintenance Agreement on a month-to-month basis after the August 31, 2023 expiration until the District has at least completed its RFP process and contracted with a landscape vendor (which may be Contractor) for a long-term maintenance agreement.
4. The Contractor's continuance of services on a month-to-month basis will be at the current rates as reflected in the Maintenance Agreement. The Contractor and/or the District will have the right to cancel the extended term on thirty (30) days' notice at their convenience. On a default by Contractor, the District will continue to have the right to cancel the Maintenance Agreement immediately and on the terms as more specifically referenced in the Maintenance Agreement.
5. Except as may have been previously and hereby modified by the parties, the remaining terms and conditions of the Maintenance Agreement are ratified and confirmed and by signature below, the parties confirm governance by the Maintenance Agreement on a month-to-month basis.
6. To the extent not on file with the District, Contractor shall provide updated insurance certificates for all insurance required by the Maintenance Agreement, as amended.

**Save-On Enterprises of Sarasota  
County, Inc. d/b/a ArtisTree  
Landscape Maintenance & Design**

By: Frank J. Fristman

Name: Frank J. Fristman

Title: President

**Waterlefe Community  
Development District**

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

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

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

## **Tab 5**



## JUNE FINANCIAL NOTES

### REVENUE:

**Month:** Up \$54,783 (76%) to budget  
**Year-to-Date:** Up \$683,694 (31%) to budget  
**Prior Year:** Down \$129,435 (51%) to prior year

### COST OF GOODS SOLD:

**Month:** Up \$9,977 (100%) to budget  
**Year-To-Date:** Up \$148,664 (76%) to budget  
**Prior Year:** Down \$22,710 (69%) to prior year

### GROSS PROFIT:

**Month:** Up \$44,806 (62%) to budget  
**Year-to-Date:** Up \$535,030 (27%) to budget  
**Prior Year:** Down \$106,725 (48%) to prior year

### PAYROLL:

**Month:** Down \$15,748 (17%) to budget  
**Year-to-Date:** Down \$35,431 (4%) to budget  
**Prior Year:** Down \$10,391 (12%) to prior year

### COMBINED EXPENSES:

**Month:** Down \$25,572 (21%) to budget  
**Year-to-Date:** Down \$152,164 (12%) to budget  
**Prior Year:** Down \$25,954 (21%) to prior year

### NET INCOME:

**Month:** Up \$86,126 to budget  
**Year-To-Date:** Up \$722,625 to budget  
**Prior Year:** Down \$70,380 to prior year

**Waterlefe Income Statement**  
Actual vs. Budget as of June 30, 2023

	June Actual	June Budget	MTD Budget Variance FAV / (UNFAV)	YTD Actual	YTD Budget	YTD Budget Variance FAV / (UNFAV)
<b>Combined Revenue</b>						
Pro Shop	121,514	71,740	49,774	2,603,063	1,980,067	622,996
Restaurant	3,483	-	3,483	263,974	204,802	59,172
Admin	1,556	30	1,526	1,796	270	1,526
<b>Total Revenues</b>	<b>126,553</b>	<b>71,770</b>	<b>54,783</b>	<b>2,868,833</b>	<b>2,185,139</b>	<b>683,694</b>
<b>Combined COGS</b>						
Pro Shop	3,451	-	(3,451)	205,899	106,013	(99,886)
Restaurant	6,526	-	(6,526)	137,397	88,619	(48,778)
<b>Total COGS</b>	<b>9,977</b>	<b>-</b>	<b>(9,977)</b>	<b>343,296</b>	<b>194,632</b>	<b>(148,664)</b>
<b>Gross Profit</b>	<b>116,576</b>	<b>71,770</b>	<b>44,806</b>	<b>2,525,537</b>	<b>1,990,507</b>	<b>535,030</b>
<b>Combined Salaries</b>						
Pro Shop	17,573	16,523	(1,050)	217,664	234,008	16,344
Restaurant	8,440	7,398	(1,042)	119,892	107,968	(11,924)
Maintenance	37,892	49,793	11,901	391,993	436,811	44,818
G&A	12,004	17,943	5,939	198,604	184,797	(13,807)
<b>Total Payroll</b>	<b>75,909</b>	<b>91,657</b>	<b>15,748</b>	<b>928,153</b>	<b>963,584</b>	<b>35,431</b>
<b>Combined Expenses</b>						
Pro Shop	3,737	4,435	698	89,865	95,517	5,652
Restaurant	1,705	650	(1,055)	32,409	36,180	3,771
Maintenance	43,064	61,930	18,866	333,898	476,895	142,997
G&A (Add Other Expenses)	49,699	56,762	7,063	618,139	617,883	(256)
<b>Total Expenses</b>	<b>98,205</b>	<b>123,777</b>	<b>25,572</b>	<b>1,074,311</b>	<b>1,226,475</b>	<b>152,164</b>
<b>Other Income</b>						
Interest Income	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
<b>Total Other Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Income / (Loss)</b>	<b>(57,538)</b>	<b>(143,664)</b>	<b>86,126</b>	<b>523,073</b>	<b>(199,552)</b>	<b>722,625</b>

Round Information	ACTUAL MTD	BUDGET MTD	VARIANCE	ACTUAL YTD	BUDGET YTD	VARIANCE
Outings & Events Rounds	0	0	-	180	200	(20)
Outings & Events \$'s/Round	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	50	\$ (50)
Passport & Trail Fee Rounds	0	0	-	14,231	13,400	831
Passport & Trail Fees\$/Rounds	#DIV/0!	#DIV/0!	#DIV/0!	77	61	\$ 16
Public Rounds	0	0	-	14,311	14,500	(189)
Green Fees & Cart Rental \$/Round	#DIV/0!	#DIV/0!	#DIV/0!	71	64	\$ 7
Total Rounds	0	0	-	28,722	28,100	622
Passport & Public Revenue/Round	#DIV/0!	#DIV/0!	#DIV/0!	\$ 74	63	\$ 11
Total \$/Round	#DIV/0!	#DIV/0!	#DIV/0!	\$ 91	70	\$ 21

	RESIDENT			NON RESIDENT		
Passport Members	ACTUAL MTD	BUDGET MTD		ACTUAL MTD	BUDGET MTD	
Executive Family	45	45	-	14	0	14
Executive Single	60	75	(15)	57	0	57
Tenured Family	32	27	5	15	0	15
Tenured Single	23	26	(3)	18	0	18
Junior Executive Family	3	3	-	4	0	4
Junior Executive Single	1	6	(5)	13	0	13
Young Professional	1	8	(7)	12	0	12
Medallion Family	0	0	-	0	0	-
Medallion Single	0	0	-	0	0	-
Total	165	190	(25)	133	0	133
Combnied Total	298	190				

**Waterlefe Income Statement**  
Actual vs. Prior Year as of June 30, 2023

	June Actual	June Prior Year	MTD PY Variance FAV / (UNFAV)	YTD Actual	YTD Prior Year	YTD PY Variance FAV / (UNFAV)
<b>Combined Revenue</b>						
Pro Shop	121,514	230,266	(108,752)	2,603,063	2,920,667	(317,604)
Restaurant	3,483	25,722	(22,239)	263,974	334,148	(70,174)
Admin	1,556	-	1,556	1,796	30,460	(28,664)
<b>Total Revenues</b>	<b>126,553</b>	<b>255,988</b>	<b>(129,435)</b>	<b>2,868,833</b>	<b>3,285,275</b>	<b>(416,442)</b>
<b>Combined COGS</b>						
Pro Shop	3,451	21,492	18,041	205,899	208,620	2,721
Restaurant	6,526	11,195	4,669	137,397	148,090	10,693
<b>Total COGS</b>	<b>9,977</b>	<b>32,687</b>	<b>22,710</b>	<b>343,296</b>	<b>356,710</b>	<b>13,414</b>
<b>Gross Profit</b>	<b>116,576</b>	<b>223,301</b>	<b>(106,725)</b>	<b>2,525,537</b>	<b>2,928,565</b>	<b>(403,028)</b>
<b>Combined Salaries</b>						
Pro Shop	17,573	24,302	6,729	217,664	243,133	25,469
Restaurant	8,440	11,016	2,576	119,892	107,993	(11,899)
Maintenance	37,892	39,007	1,115	391,993	348,674	(43,319)
G&A	12,004	11,975	(29)	198,604	160,656	(37,948)
<b>Total Payroll</b>	<b>75,909</b>	<b>86,300</b>	<b>10,391</b>	<b>928,153</b>	<b>860,456</b>	<b>(67,697)</b>
<b>Combined Expenses</b>						
Pro Shop	3,737	9,246	5,509	89,865	117,272	27,407
Restaurant	1,705	3,624	1,919	32,409	46,137	13,728
Maintenance	43,064	45,662	2,598	333,898	370,224	36,326
G&A (Add Other Expenses)	49,699	65,627	15,928	618,139	617,355	(784)
<b>Total Expenses</b>	<b>98,205</b>	<b>124,159</b>	<b>25,954</b>	<b>1,074,311</b>	<b>1,150,988</b>	<b>76,677</b>
<b>Other Income</b>						
Interest Income	-	-	-	-	-	-
Other Income	-	-	-	-	-	-
<b>Total Other Income</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Income / (Loss)</b>	<b>(57,538)</b>	<b>12,842</b>	<b>(70,380)</b>	<b>523,073</b>	<b>917,121</b>	<b>(394,048)</b>

Round Information	ACTUAL MTD	PRIOR YEAR	VARIANCE	ACTUAL YTD	PRIOR YEAR	VARIANCE
Outings & Events Rounds	0	0	-	180	354	(174)
Outings & Events \$'s/Round	#DIV/0!	#DIV/0!	#DIV/0!	\$ -	43	\$ (43)
Passport & Trail Fee Rounds	0	1,165	(1,165)	14,231	19,537	(5,306)
Passport & Trail Fees\$/Rounds	#DIV/0!	94	#DIV/0!	77	54	\$ 23
Public Rounds	0	2,342	(2,342)	14,311	23,604	(9,293)
Green Fees & Cart Rental \$/Round	#DIV/0!	36	#DIV/0!	71	59	\$ 12
Total Rounds	0	3,507	(3,507)	28,722	43,495	(14,773)
Passport & Public Revenue/Round	#DIV/0!	55	#DIV/0!	\$ 74	57	\$ 17
Total \$/Round	#DIV/0!	66	#DIV/0!	\$ 91	67	\$ 24

	RESIDENT			NON RESIDENT		
Passport Members	ACTUAL MTD	PRIOR YEAR		ACTUAL MTD	PRIOR YEAR	
Executive Family	45	42	3	14	7	7
Executive Single	60	39	21	57	36	21
Tenured Family	32	27	5	15	13	2
Tenured Single	23	18	5	18	13	5
Junior Executive Family	3	2	1	4	4	-
Junior Executive Single	1	1	-	13	11	2
Young Professional	1	1	-	12	5	7
Medallion Family	0	0	-	0	0	-
Medallion Single	0	0	-	0	0	-
Total	165	130	35	133	89	44
Combined Total	298	219				



	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	Budget	Budget	Budget	Budget		
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2022/2023 Budget	2022-2023 Budget	Budget Diff (Unfav)/Fav
Combined Revenue															
Pro Shop	284,164	309,876	386,101	382,632	385,354	438,633	172,096	122,693	121,514	114,645	114,645	114,645	2,946,998	2,195,287	751,711
Restaurant	36,121	37,563	41,332	42,547	38,982	44,736	13,305	5,905	3,483	-	-	-	263,974	204,802	59,172
Admin	30	30	30	30	30	30	30	30	1,556	30	30	30	360	360	-
Total Revenue	320,315	347,469	427,463	425,209	424,366	483,399	185,431	128,628	126,553	114,675	114,675	114,675	3,211,332	2,400,449	810,883
Combined COGS															
Pro Shop	13,876	21,354	32,091	19,575	20,813	54,784	32,238	7,717	3,451	-	-	-	205,899	106,013	(99,886)
Restaurant	16,204	21,008	20,466	18,751	16,957	22,199	9,195	6,091	6,526	-	-	-	137,397	88,619	(48,778)
Total COGS	30,080	42,362	52,557	38,326	37,770	76,983	41,433	13,808	9,977	-	-	-	343,296	194,632	(148,664)
Gross Profit	290,235	305,107	374,906	386,883	386,596	406,416	143,998	114,820	116,576	114,675	114,675	114,675	2,868,036	2,205,817	662,219
Combined Payroll															
Pro Shop	21,327	25,551	25,553	25,528	25,700	39,616	19,889	16,927	17,573	16,523	21,225	16,873	272,285	288,629	16,344
F&B	11,335	12,731	14,170	14,827	15,466	23,019	11,314	8,590	8,440	7,398	11,096	7,398	145,784	133,860	(11,924)
Maintenance	41,109	45,198	46,579	47,321	41,571	59,412	36,424	36,487	37,892	49,793	72,088	50,408	564,282	609,100	44,818
G&A	18,636	18,894	17,115	44,759	17,407	28,112	17,337	24,340	12,004	17,943	24,773	18,493	259,813	246,006	(13,807)
Total Payroll	92,407	102,374	103,417	132,435	100,144	150,159	84,964	86,344	75,909	91,657	129,182	93,172	1,242,164	1,277,595	35,431
Combined Expenses															
Pro Shop	23,582	11,753	12,367	6,448	16,109	7,041	2,243	6,585	3,737	2,935	2,485	2,510	97,795	103,447	5,652
Restaurant	5,247	3,948	3,452	5,855	3,746	3,995	1,269	3,192	1,705	650	650	650	34,359	38,130	3,771
Maintenance	38,967	38,310	48,493	46,791	11,075	58,237	(1,588)	50,549	43,064	67,285	48,180	102,850	552,213	658,480	106,267
G&A	72,967	60,078	73,661	98,841	67,943	72,995	61,800	60,155	49,699	58,992	63,218	66,018	806,367	802,121	(4,246)
Total Expenses	140,763	114,089	137,973	157,935	98,873	142,268	63,724	120,481	98,205	129,862	114,533	172,028	1,490,734	1,602,178	111,444
Interest Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
All Expenses (including COGS)	263,250	258,825	293,947	328,696	236,787	369,410	190,121	220,633	184,091	221,519	243,715	265,200	3,076,194	3,074,405	(1,789)
Net Income From Operations	57,065	88,644	133,516	96,513	187,579	113,989	(4,690)	(92,005)	(57,538)	(106,844)	(129,040)	(150,525)	135,138	(673,956)	809,094

Calculated Data															
Round Information	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2022/2023 Budget	2021-2022 Budget	Budget Diff (Unfav)/Fav
Outings & Events Rounds	180	-	-	-	-	-	-	-	-	-	-	-	180	200	20
Outings & Events \$\$/Round	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	-	50	50
Passport & Trail Fee Rounds	1,742	2,153	2,131	2,738	2,341	2,658	469	(1)	-	-	-	-	14,231	13,400	(831)
Passport & Trail Fees\$/Rounds	61	54	73	48	41	53	245	(117,146)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	106	78	(28)
Public Play Rounds	2,193	1,886	2,378	2,438	2,475	2,757	189	(5)	-	-	-	-	14,311	14,500	189
Green Fees & Cart Rental \$/Round	54	67	68	78	84	72	65	143	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	71	64	(7)
Total Rounds	4,115	4,039	4,509	5,176	4,816	5,415	658	(6)	-	-	-	-	28,722	28,100	(622)
Passport & Public Revenue/Round	57	60	70	62	63	63	193	(19,405)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	86	68	(18)
Total \$/Round	69	77	86	74	80	81	262	(20,449)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	103	78	(25)

## Tab 6

CDD Maintenance Log

Date	Time in	Time out	Work completed
Work Orders			
Projects			
Regular Maintenance			
8-Jul	9:15	11:00	trim and blow off nature walks, 3 men
15-Jul	9:00	10:00	blow off nature walks
22-Jul	9:30	11:00	blow off and trim nature walks
29-Jul	9:30	10:30	blow off nature walks

# Waterlefe CDD

Date M-Y: Jul-23

All Expenditures must be supported by receipts in order to be eligible for reimbursement. Attach all receipts to this form.

Date	Vendor Name	Reason for Expenditure	Total Amount Charged	Maint	Maint	Maint.	Golf Course	Golf Course
				Maint Salaries	Maint Supplies	R&M Equipment	If not listed, amount	If not listed, code to charge to
				400-52700-3301	400-52700-3222	400-52700-6402		
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
			0.00					
TOTAL			0.00	0.00	0.00	0.00	0.00	

## **Tab 7**





# Quarterly Compliance Audit Report

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## Waterlefe

**Date:** August 2023 - 2nd Quarter

**Prepared for:** Scott Brizendine

**Developer:** Rizzetta

**Insurance agency:**



**Preparer:**

Jason Morgan - *Campus Suite Compliance*

*ADA Website Accessibility and Florida F.S. 189.069 Requirements*

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# Compliance Audit Overview

The Community Website Compliance Audit (CWCA) consists of a thorough assessment of Florida Community Development District (CDD) websites to assure that specified district information is available and fully accessible. Florida Statute Chapter 189.069 states that effective October, 2015, every CDD in the state is required to maintain a fully compliant website for reporting certain information and documents for public access.

The CWCA is a reporting system comprised of quarterly audits and an annual summary audit to meet full disclosure as required by Florida law. These audits are designed to assure that CDDs satisfy all compliance requirements stipulated in Chapter 189.069.

## Compliance Criteria

The CWCA focuses on the two primary areas – website accessibility as defined by U.S. federal laws, and the 16-point criteria enumerated in [Florida Statute Chapter 189.069](#).



### ADA Website Accessibility

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines – [WCAG 2.1](#), which is the international standard established to keep websites barrier-free and the recognized standard for ADA-compliance.



## Florida Statute Compliance

Pursuant to F.S. [189.069](#), every CDD is required to maintain a dedicated website to serve as an official reporting mechanism covering, at minimum, 16 criteria. The information required to report and have fully accessible spans: establishment charter or ordinance, fiscal year audit, budget, meeting agendas and minutes and more. For a complete list of statute requirements, see page 3.

## Audit Process

The Community Website Compliance Audit covers all CDD web pages and linked PDFs.\* Following the [WCAG 2.1](#) levels A, AA, and AAA for web content accessibility, a comprehensive scan encompassing 312 tests is conducted for every page. In addition, a human inspection is conducted to assure factors such as navigation and color contrasts meet web accessibility standards. See page 4 for complete accessibility grading criteria.

In addition to full ADA-compliance, the audit includes a 16-point checklist directly corresponding with the criteria set forth in Florida Statute Chapter 189.069. See page 5 for the complete compliance criteria checklist.

\* **NOTE:** Because many CDD websites have links to PDFs that contain information required by law (meeting agendas, minutes, budgets, miscellaneous and ad hoc documents, etc.), audits include an examination of all associated PDFs. **PDF remediation** and ongoing auditing is critical to maintaining compliance.



# ADA Website Accessibility

Result: **PASSED**

## Accessibility Grading Criteria

Passed	Description
Passed	<b>Website errors*</b> 0 WCAG 2.1 errors appear on website pages causing issues**
Passed	<b>Keyboard navigation</b> The ability to navigate website without using a mouse
Passed	<b>Website accessibility policy</b> A published policy and a vehicle to submit issues and resolve issues
Passed	<b>Color contrast</b> Colors provide enough contrast between elements
Passed	<b>Video captioning</b> Closed-captioning and detailed descriptions
Passed	<b>PDF accessibility</b> Formatting PDFs including embedded images and non-text elements
Passed	<b>Site map</b> Alternate methods of navigating the website

\*Errors represent less than 5% of the page count are considered passing

\*\*Error reporting details are available in your Campus Suite Website Accessibility dashboard





# Florida F.S. 189.069 Requirements

Result: **PASSED**

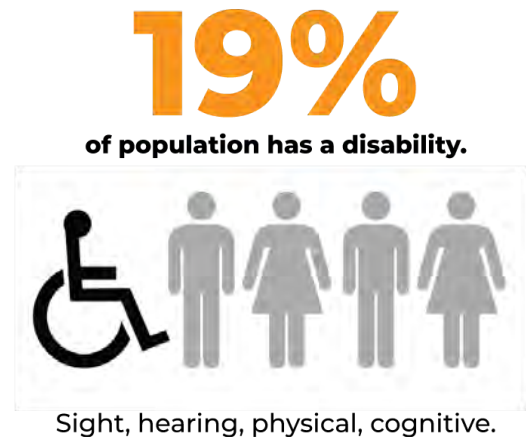
## Compliance Criteria

Passed	Description
Passed	Full Name and primary contact specified
Passed	Public Purpose
Passed	Governing body Information
Passed	Fiscal Year
Passed	Full Charter (Ordinance and Establishment) Information
Passed	CDD Complete Contact Information
Passed	District Boundary map
Passed	Listing of taxes, fees, assessments imposed by CDD
Passed	Link to Florida Commission on Ethics
Passed	District Budgets (Last two years)
Passed	Complete Financial Audit Report
Passed	Listing of Board Meetings
Passed	Public Facilities Report, if applicable
Passed	Link to Financial Services
Passed	Meeting Agendas for the past year, and 1 week prior to next

# Accessibility overview

## Everyone deserves equal access.

With nearly 1-in-5 Americans having some sort of disability – visual, hearing, motor, cognitive – there are literally millions of reasons why websites should be fully accessible and compliant with all state and federal laws. Web accessibility not only keeps board members on the right side of the law, but enables the entire community to access all your web content. The very principles that drive accessible website design are also good for those without disabilities.



## The legal and right thing to do

Several federal statutes (American Disabilities Act, Sec. 504 and 508 of the Rehabilitation Act of 1973) require public institutions to ensure they are not discriminating against individuals on the basis of a person's disability. Community websites are required to conform to web content accessibility guidelines, WCAG 2.1, the international standard established to keep websites barrier-free. Plain and simple, any content on your website must be accessible to everyone.



# ADA Compliance Categories

Most of the problems that occur on a website fall in one or several of the following categories.



## Contrast and colors

Some people have vision disabilities that hinder picking up contrasts, and some are color blind, so there needs to be a distinguishable contrast between text and background colors. This goes for buttons, links, text on images – everything. Consideration to contrast and color choice is also important for extreme lighting conditions.

*Contract checker:* <http://webaim.org/resources/contrastchecker>



## Using semantics to format your HTML pages

When web page codes are clearly described in easy-to-understand terms, it enables broader sharing across all browsers and apps. This ‘friendlier’ language not only helps all the users, but developers who are striving to make content more universal on more devices.



## Text alternatives for non-text content

Written replacements for images, audio and video should provide all the same descriptors that the non-text content conveys. Besides helping with searching, clear, concise word choice can make vivid non-text content for the disabled.

*Helpful article:* <http://webaim.org/techniques/alttext>



## Ability to navigate with the keyboard

Not everyone can use a mouse. Blind people with many with motor disabilities have to use a keyboard to make their way around a website. Users need to be able to interact fully with your website by navigating using the tab, arrows and return keys only. A “skip navigation” option is also required. Consider using [WAI-ARIA](#) for improved accessibility, and properly highlight the links as you use the tab key to make sections.

**Helpful article:** [www.nngroup.com/articles/keyboard-accessibility](http://www.nngroup.com/articles/keyboard-accessibility)

**Helpful article:** <http://webaim.org/techniques/skipnav>



## Easy to navigate and find information

Finding relevant content via search and easy navigation is a universal need. Alt text, heading structure, page titles, descriptive link text (no ‘click here’ please) are just some ways to help everyone find what they’re searching for. You must also provide multiple ways to navigate such as a search and a site map.

**Helpful article:** <http://webaim.org/techniques/sitetools/>



## Properly formatting tables

Tables are hard for screen readers to decipher. Users need to be able to navigate through a table one cell at a time. In addition to the table itself needing a caption, row and column headers need to be labeled and data correctly associated with the right header.

**Helpful article:** <http://webaim.org/techniques/tables/data>



## **Making PDFs accessible**

PDF files must be tagged properly to be accessible, and unfortunately many are not. Images and other non-text elements within that PDF also need to be ADA-compliant. Creating anew is one thing; converting old PDFs – called PDF remediation – takes time.

*Helpful articles:* <http://webaim.org/techniques/acrobat/acrobat>



## **Making videos accessible**

Simply adding a transcript isn't enough. Videos require closed captioning and detailed descriptions (e.g., who's on-screen, where they are, what they're doing, even facial expressions) to be fully accessible and ADA compliant.

*Helpful article:* <http://webaim.org/techniques/captions>



## **Making forms accessible**

Forms are common tools for gathering info and interacting. From logging in to registration, they can be challenging if not designed to be web-accessible. How it's laid out, use of labels, size of clickable areas and other aspects need to be considered.

*Helpful article:* <http://webaim.org/techniques/forms>



## **Alternate versions**

Attempts to be fully accessible sometimes fall short, and in those cases, alternate versions of key pages must be created. That is, it is sometimes not feasible (legally, technically) to modify some content. These are the 'exceptions', but still must be accommodated.



## **Feedback for users**

To be fully interactive, your site needs to be able to provide an easy way for users to submit feedback on any website issues. Clarity is key for both any confirmation or error feedback that occurs while engaging the page.



## **Other related requirements**

### ***No flashing***

Blinking and flashing are not only bothersome, but can be disorienting and even dangerous for many users. Seizures can even be triggered by flashing, so avoid using any flashing or flickering content.

### ***Timers***

Timed connections can create difficulties for the disabled. They may not even know a timer is in effect, it may create stress. In some cases (e.g., purchasing items), a timer is required, but for most school content, avoid using them.

### ***Fly-out menus***

Menus that fly out or down when an item is clicked are helpful to dig deeper into the site's content, but they need to be available via keyboard navigation, and not immediately snap back when those using a mouse move from the clickable area.

### ***No pop-ups***

Pop-up windows present a range of obstacles for many disabled users, so it's best to avoid using them altogether. If you must, be sure to alert the user that a pop-up is about to be launched.



# Web Accessibility Glossary

Assistive technology	Hardware and software for disabled people that enable them to perform tasks they otherwise would not be able to perform (e.g., a screen reader)
WCAG 2.0	Evolving web design guidelines established by the W3C that specify how to accommodate web access for the disabled
504	Section of the Rehabilitation Act of 1973 that protects civil liberties and guarantees certain rights of disabled people
508	An amendment to the Rehabilitation Act that eliminates barriers in information technology for the disabled
ADA	American with Disabilities Act (1990)
Screen reader	Software technology that transforms the on-screen text into an audible voice. Includes tools for navigating/accessing web pages.
Website accessibility	Making your website fully accessible for people of all abilities
W3C	World Wide Web Consortium – the international body that develops standards for using the web

## Tab 8

## **RESOLUTION 2023-11**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June 2023, submitted to the Board of Supervisors (“**Board**”) of the Waterlefe Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set August 21, 2023, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT:**

## SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Waterlefe Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$_____
DEBT SERVICE FUND – SERIES 2012	\$_____
DEBT SERVICE FUND – SERIES 2016	\$_____
DEBT SERVICE FUND –SERIES 2023	\$_____
TOTAL ALL FUNDS	\$_____

## SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line-item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line-item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 21st DAY OF AUGUST 2023.**

ATTEST:

**WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its:\_\_\_\_\_

**Exhibit A:** Adopted Budgets for Fiscal Year 2023/2024

**Exhibit A:**

Adopted Budgets for Fiscal Year 2023/2024





Rizzetta & Company

# **Waterlefe Community Development District**

[www.waterlefecdd.org](http://www.waterlefecdd.org)

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## **Proposed Budget for Fiscal Year 2023/2024**

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Rizzetta & Company

**Proposed Budget  
Waterlefe Community Development District  
General Fund  
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 3,810	\$ 5,080	\$ -	\$ 5,080	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 1,375,212	\$ 1,375,212	1,362,126	\$ 13,086	1,117,265	\$ (244,861)	
8								
9	Other Miscellaneous Revenues							
10	Insurance Proceeds	\$ 336	\$ -	\$ -	\$ -	\$ -	0	
11	MPOA - Amenity Services	\$ 69,818	\$ 93,091	63,454	\$ 29,637	48,005	\$ (15,449)	33 lots minus \$468.15 each
12	Miscellaneous Revenues	\$ 8,975	\$ 11,967	\$ -	\$ 11,967	\$ -	\$ -	
13	Transponder Revenue	\$ 7,915	\$ 10,553	\$ 7,500	\$ 3,053	\$ 7,500	\$ -	
14	Enterprise Fund Contributions	0	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	Added to offset increase
15								
16	<b>TOTAL REVENUES</b>	<b>\$ 1,466,066</b>	<b>\$ 1,495,903</b>	<b>\$ 1,433,080</b>	<b>\$ 62,823</b>	<b>\$ 1,227,770</b>	<b>\$ (205,310)</b>	
17								
18	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ 176,812	\$ 176,812	Added to offset increase
19								
20	<b>TOTAL REVENUES &amp; BALANCE FORWARD</b>	<b>\$ 1,466,066</b>	<b>\$ 1,495,903</b>	<b>\$ 1,433,080</b>	<b>\$ 62,823</b>	<b>\$ 1,404,582</b>	<b>\$ (28,498)</b>	
21								
22	<b>EXPENDITURES - ADMINISTRATIVE</b>							
23								
24	Legislative							
25	Supervisor Fees	\$ 11,800	\$ 15,733	\$ 14,000	\$ (1,733)	\$ 14,000	\$ -	
26	Financial & Administrative							
27	Administrative Services	\$ 6,882	\$ 9,176	\$ 9,176	\$ -	\$ 9,176	\$ -	
28	District Management	\$ 22,118	\$ 29,490	\$ 29,490	\$ -	\$ 29,490	\$ -	
29	District Engineer	\$ 26,687	\$ 35,583	\$ 40,000	\$ 4,417	\$ 40,000	\$ -	
30	Disclosure Report	\$ 1,350	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
31	Trustees Fees	\$ 6,568	\$ 6,569	\$ 6,883	\$ 314	\$ 6,883	\$ -	
32	Assessment Roll	\$ 5,570	\$ 5,569	\$ 5,569	\$ -	\$ 5,569	\$ -	
33	Financial & Revenue Collections	\$ 4,176	\$ 5,569	\$ 5,569	\$ -	\$ 5,569	\$ -	
34	Accounting Services	\$ 12,597	\$ 20,155	\$ 20,155	\$ -	\$ 20,155	\$ -	
35	Auditing Services	\$ -	\$ 8,300	\$ 8,300	\$ -	\$ 8,300	\$ -	per contract
36	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
37	Misc. Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Not budgeted for FY22-23 or FY23-24
38	Miscellaneous Mailings	\$ 829	\$ 1,105	\$ 500	\$ (605)	\$ 500	\$ -	
39	Property Management	\$ 75,000	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ -	
40	Public Officials Liability Insurance	\$ 8,050	\$ 8,050	\$ 8,986	\$ 936	\$ 8,986	\$ -	
41	Legal Advertising	\$ 1,505	\$ 2,007	\$ 1,500	\$ (507)	\$ 1,500	\$ -	
42	Dues, Licenses & Fees	\$ 175	\$ 233	\$ 500	\$ 267	\$ 500	\$ -	
43	Website Hosting, Maintenance, Backup, Email	\$ 2,053	\$ 2,737	\$ 4,500	\$ 1,763	\$ 4,500	\$ -	
44	Legal Counsel							
45	District Counsel	\$ 56,420	\$ 75,227	\$ 65,000	\$ (10,227)	\$ 68,250	\$ 3,250	
46								
47	<b>Administrative Subtotal</b>	<b>\$ 241,780</b>	<b>\$ 302,003</b>	<b>\$ 296,628</b>	<b>\$ (5,375)</b>	<b>\$ 299,878</b>	<b>\$ 3,250</b>	
48								
49	<b>EXPENDITURES - FIELD OPERATIONS</b>							
50								
51	Law Enforcement							
52	Deputy	\$ 6,135	\$ 8,180	\$ 10,000	\$ 1,820	\$ 8,000	\$ (2,000)	Management of off-duty deputies
53	Security Operations							
54	Guard & Gate Facility Maintenance	\$ 23,586	\$ 31,448	\$ 15,000	\$ (16,448)	\$ 25,000	\$ 10,000	Based on trend & last FY
55	Security Services and Patrols	\$ 105,929	\$ 141,239	\$ 146,000	\$ 4,761	\$ 146,000	\$ -	
56	Guardhouse Maintenance	\$ 723	\$ 964	\$ 1,500	\$ 536	\$ 1,500	\$ -	
57	Electric Utility Services							
58	Utility Services	\$ 22,264	\$ 29,685	\$ 23,000	\$ (6,685)	\$ 26,000	\$ 3,000	Expected utility increase
59	Water-Sewer Combination Services							
60	Utility Services	\$ 26,051	\$ 34,735	\$ 23,500	\$ (11,235)	\$ 32,500	\$ 9,000	Expected utility increase
61	Stormwater Control							
62	Aquatic Maintenance	\$ 32,537	\$ 43,383	\$ 41,268	\$ (2,115)	\$ 41,268	\$ -	
63	Lake/Pond Bank Maintenance	\$ 158,866	\$ 211,821	\$ 150,000	\$ (61,821)	\$ 130,000	\$ (20,000)	
64	Wetland Monitoring & Maintenance	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
65	Fountain Service Repairs & Maintenance	\$ 3,417	\$ 4,556	\$ 5,000	\$ 444	\$ 5,000	\$ -	
66	Aquatic Plant Replacement		\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	

**Proposed Budget  
Waterlefe Community Development District  
General Fund  
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
67	Stormwater System Maintenance		\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
68	Other Physical Environment							
69	Property Insurance	\$ 4,934	\$ 4,934	\$ 5,480	\$ 546	\$ 7,538	\$ 2,058	EGIS Estimated increase
70	General Liability Insurance	\$ 3,569	\$ 3,569	\$ 3,883	\$ 314	\$ 3,883	\$ -	
71	Entry & Walls Maintenance	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	
72	Landscape Maintenance	\$ 142,562	\$ 190,083	\$ 203,728	\$ 13,645	\$ 220,026	\$ 16,298	RFP needed/anticipated increase
73	Ornamental Lighting & Maintenance	\$ 5,315	\$ 7,087	\$ 5,000	\$ (2,087)	\$ 5,000	\$ -	
74	Landscape Replacement Plants, Shrubs, Tree	\$ 69,518	\$ 92,691	\$ 62,500	\$ (30,191)	\$ 62,500	\$ -	
75	Landscape Inspection Services	\$ 7,875	\$ 10,500	\$ 10,500	\$ -	\$ 10,500	\$ -	
76	Landscape- Annual Flower Program	\$ 15,824	\$ 30,360	\$ 30,360	\$ -	\$ 32,789	\$ 2,429	
77	Holiday Decorations	\$ 18,700	\$ 18,700	\$ 20,000	\$ 1,300	\$ 18,700	\$ (1,300)	
78	Landscape Miscellaneous	\$ 3,005	\$ 4,007	\$ 10,000	\$ 5,993	\$ 10,000	\$ -	
79	Landscape - Mulch	\$ 48,518	\$ 24,800	\$ 35,000	\$ 10,200	\$ 37,000	\$ 2,000	Received proposal from vendor
80	Irrigation Repairs	\$ 10,395	\$ 13,860	\$ 6,000	\$ (7,860)	\$ 8,000	\$ 2,000	
81	Road & Street Facilities							
82	Sidewalk Repair & Maintenance	\$ 27,790	\$ 37,053	\$ 15,000	\$ (22,053)	\$ 20,000	\$ 5,000	Repairs & p-washing
83	Parking Lot Repair & Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
84	Street Sign Repair & Replacement	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
85	Roadway Repair & Maintenance	\$ 600	\$ 800	\$ 202,000	\$ 201,200	\$ 170,000	\$ (32,000)	
86	Parks & Recreation						\$ -	
87	Boardwalk and Bridge Maintenance	\$ 12,056	\$ 16,075	\$ 9,500	\$ (6,575)	\$ 9,500	\$ -	
88	Contingency		\$ -					
89	MPOA - Supplement 20 reimbursement	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	New line item for FY23-24
90	Miscellaneous Contingency	\$ 45,801	\$ 61,068	\$ 20,733	\$ (40,335)	\$ 5,000	\$ (15,733)	MPOA expense moved to line above
91	Capital Projects - Golf Course	\$ 4,000	\$ 5,333	\$ 67,500	\$ 62,167	\$ -	\$ (67,500)	Removed to offset increase
92	Contingency - Golf Course Committee	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ (5,000)	Removed to offset increase
93								
94	<b>Field Operations Subtotal</b>	<b>\$ 799,970</b>	<b>\$ 1,026,930</b>	<b>\$ 1,136,452</b>	<b>\$ 109,522</b>	<b>\$ 1,104,704</b>	<b>\$ (31,748)</b>	
95								
96	<b>Contingency for County TRIM Notice</b>							
97								
98	<b>TOTAL EXPENDITURES</b>	<b>\$ 1,041,750</b>	<b>\$ 1,328,933</b>	<b>\$ 1,433,080</b>	<b>\$ 104,147</b>	<b>\$ 1,404,582</b>	<b>\$ (28,498)</b>	
99								
100	<b>EXCESS OF REVENUES OVER</b>	<b>\$ 424,316</b>	<b>\$ 166,970</b>	<b>\$ -</b>	<b>\$ 166,970</b>	<b>\$ -</b>	<b>\$ -</b>	
101								

**Proposed Budget**  
**Waterlefe Community Development District**  
**Reserve Fund**  
**Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 24,812	\$ 33,083	\$ -	\$ 33,083	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 31,141	\$ 31,141	\$ 31,141	\$ -	\$ 20,000	\$ (11,141)	
8								
9	<b>TOTAL REVENUES</b>	<b>\$ 55,953</b>	<b>\$ 31,141</b>	<b>\$ 31,141</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ (11,141)</b>	
10								
11	Balance Forward from Capital Reserves	\$ -	\$ -	\$ 211,709	\$ (211,709)	\$ -	\$ (211,709)	Removed for offset increase
12								
13	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 55,953</b>	<b>\$ 31,141</b>	<b>\$ 242,850</b>	<b>\$ (211,709)</b>	<b>\$ 20,000</b>	<b>\$ (222,850)</b>	
14								
15	<b>EXPENDITURES</b>							
16								
17	Contingency							
18	Bridge Repair	\$ 12,245	\$ 24,490	\$ 75,000	\$ 50,510	\$ -	\$ (75,000)	Removed for offset increase
19	Facility Renovation	\$ -	\$ -	\$ 109,350	\$ -	\$ -	\$ (109,350)	Removed for offset increase
20	Wall and Guard Rail Repair	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	
21	Capital Reserves	\$ 19,934	\$ 39,868	\$ 38,500	\$ (1,368)	\$ -	\$ (38,500)	Removed for offset increase
22								
23	<b>TOTAL EXPENDITURES</b>	<b>\$ 32,179</b>	<b>\$ 64,358</b>	<b>\$ 242,850</b>	<b>\$ 69,142</b>	<b>\$ 20,000</b>	<b>\$ (222,850)</b>	
24								
25	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 23,774</b>	<b>\$ (33,217)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
26								

**Waterlefe Community Development District**  
**Debt Service**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2012	Series 2016	Series 2023	Budget for 2023/2024
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$262,195.82	\$185,243.58	\$255,099.77	\$702,539.18
<b>TOTAL REVENUES</b>	<b>\$262,195.82</b>	<b>\$185,243.58</b>	<b>\$255,099.77</b>	<b>\$702,539.18</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Debt Service Obligation	\$262,195.82	\$185,243.58	\$255,099.77	\$702,539.18
<b>Administrative Subtotal</b>	<b>\$262,195.82</b>	<b>\$185,243.58</b>	<b>\$255,099.77</b>	<b>\$702,539.18</b>
<b>TOTAL EXPENDITURES</b>	<b>\$262,195.82</b>	<b>\$185,243.58</b>	<b>\$255,099.77</b>	<b>\$702,539.18</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

**Gross assessments**

**\$755,418.47**

**Notes:**

Tax Roll Collection Costs for Manatee County are 7.0% of Tax Roll. Budgeted net of tax roll assessments.  
See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.



**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$1,137,265.00
Collection Cost @	3%	\$36,685.97
Early Payment Discount @	4%	\$48,914.62
2023/2024 Total		<b>\$1,222,865.59</b>

2022/2023 O&M Budget		\$1,393,266.68
2023/2024 O&M Budget		\$1,137,265.00
Total Difference		<b><u>-256,001.68</u></b>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease		
	2022/2023	2023/2024	\$	%	
Series 2012 Debt Service - Classic	\$482.38	\$482.38	\$0.00	0.00%	(2)
Series 2016 Debt Service - Classic	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Classic	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Classic	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,370.72</b>	<b>\$3,366.70</b>	<b>-\$4.02</b>	<b>-0.12%</b>	
Series 2012 Debt Service - Estates	\$964.76	\$964.76	\$0.00	0.00%	(2)
Series 2016 Debt Service - Estates	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Estates	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Estates	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,853.10</b>	<b>\$3,849.08</b>	<b>-\$4.02</b>	<b>-0.10%</b>	
Series 2012 Debt Service - Marina	\$964.76	\$964.76	\$0.00	0.00%	(2)
Series 2016 Debt Service - Marina	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Marina	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Marina	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,853.10</b>	<b>\$3,849.08</b>	<b>-\$4.02</b>	<b>-0.10%</b>	
Series 2012 Debt Service - Multi-Family	\$281.39	\$281.39	\$0.00	0.00%	(2)
Series 2016 Debt Service - Multi-Family	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Multi-Family	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Multi-Family	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,169.73</b>	<b>\$3,165.71</b>	<b>-\$4.02</b>	<b>-0.13%</b>	
Series 2012 Debt Service - River Club	\$3,369.81	\$3,369.81	\$0.00	0.00%	(2)
Series 2016 Debt Service - River Club	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - River Club	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - River Club	\$0.00	\$0.00	\$0.00	0.00%	
<b>Total</b>	<b>\$3,710.30</b>	<b>\$4,174.43</b>	<b>\$464.13</b>	<b>12.51%</b>	
Series 2012 Debt Service - Villa	\$281.39	\$281.39	\$0.00	0.00%	(2)
Series 2016 Debt Service - Villa	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Villa	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Villa	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,169.73</b>	<b>\$3,165.71</b>	<b>-\$4.02</b>	<b>-0.13%</b>	

(1) The Series 2023 Bond is expected to be issued June 21, 2023. The Series 2023 assessments are preliminary and subject to change.

(2) Extraordinary redemptions for both the Series 2012 and Series 2016 issuances occurred on May 1, 2023, thereby reducing the annual debt service assessments.

**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$1,137,265.00
COLLECTION COSTS @	3.0%	\$36,685.97
EARLY PAYMENT DISCOUNT @	4.0%	\$48,914.62
TOTAL O&M ASSESSMENT		<u>\$1,222,865.59</u>

LOT SIZE	UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT			
	O&M	SERIES 2012 DEBT SERVICE <sup>(1)</sup>	SERIES 2016 DEBT SERVICE <sup>(2)</sup>	SERIES 2023 DEBT SERVICE <sup>(3)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
Classic	53	31	52	53	1.00	53.00	9.01%	\$110,224.28
Estates	216	175	213	216	1.00	216.00	36.73%	\$449,215.93
Marina	19	16	18	19	1.00	19.00	3.23%	\$39,514.36
Multi-Family	144	139	144	144	1.00	144.00	24.49%	\$299,477.29
River Club	0	3	3	3	1.00	0.00	0.00%	\$0.00
Villa	156	119	155	156	1.00	156.00	26.53%	\$324,433.73
	<u>588</u>	<u>483</u>	<u>585</u>	<u>591</u>		<u>588.00</u>	<u>100.00%</u>	<u>\$1,222,865.59</u>

PER LOT ANNUAL ASSESSMENT				
O&M <sup>(4)</sup>	SERIES 2012 DEBT SERVICE <sup>(5)</sup>	SERIES 2016 DEBT SERVICE <sup>(6)</sup>	SERIES 2023 DEBT SERVICE <sup>(7)</sup>	TOTAL <sup>(8)</sup>
\$2,079.70	\$482.38	\$340.49	\$464.13	\$3,366.70
\$2,079.70	\$964.76	\$340.49	\$464.13	\$3,849.08
\$2,079.70	\$964.76	\$340.49	\$464.13	\$3,849.08
\$2,079.70	\$281.39	\$340.49	\$464.13	\$3,165.71
\$0.00	\$3,369.81	\$340.49	\$464.13	\$4,174.43
\$2,079.70	\$281.39	\$340.49	\$464.13	\$3,165.71

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$85,600.59)

Net Revenue to be Collected

\$1,137,265.00

(1) Reflects the number of total lots with Series 2012 debt outstanding.

(2) Reflects the number of total lots with Series 2016 debt outstanding.

(3) The Series 2023 bond is expected to be issued on June 21, 2023.

(4) Note this assessment table reflects an equal per unit O&M assessment approved by the Board of Supervisors.

(5) Annual debt service assessment per lot adopted in connection with the Series 2012 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(6) Annual debt service assessment per lot adopted in connection with the Series 2016 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(7) Preliminary debt service assessment per lot in connection with the expected Series 2023 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(8) Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

## **GENERAL FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.



**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **RESERVE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

## **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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## EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

## REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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## EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

## Tab 9

## RESOLUTION 2023-12

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Waterlefe Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating, and maintaining infrastructure improvements, facilities, and services to the lands within the District; and

**WHEREAS**, the District is located in Manatee County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A,”** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) on file with the District management and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method, all as set forth in the Assessment Roll; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibit “A”** and the Assessment Roll and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibit “A”** and the Assessment Roll. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibit “A”** and the Assessment Roll.
- B. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District

reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 21st day of August 2023.

ATTEST:

**WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

Its: \_\_\_\_\_

**Exhibit A:** Adopted Budgets for Fiscal Year 2023/2024



**Exhibit A:**

Adopted Budgets for Fiscal Year 2023/2024



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# **Waterlefe Community Development District**

[www.waterlefecdd.org](http://www.waterlefecdd.org)

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## **Proposed Budget for Fiscal Year 2023/2024**

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**Proposed Budget  
Waterlefe Community Development District  
General Fund  
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 3,810	\$ 5,080	\$ -	\$ 5,080	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 1,375,212	\$ 1,375,212	1,362,126	\$ 13,086	1,117,265	\$ (244,861)	
8								
9	Other Miscellaneous Revenues							
10	Insurance Proceeds	\$ 336	\$ -	\$ -	\$ -	\$ -	0	
11	MPOA - Amenity Services	\$ 69,818	\$ 93,091	63,454	\$ 29,637	48,005	\$ (15,449)	33 lots minus \$468.15 each
12	Miscellaneous Revenues	\$ 8,975	\$ 11,967	\$ -	\$ 11,967	\$ -	\$ -	
13	Transponder Revenue	\$ 7,915	\$ 10,553	\$ 7,500	\$ 3,053	\$ 7,500	\$ -	
14	Enterprise Fund Contributions	0	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	Added to offset increase
15								
16	<b>TOTAL REVENUES</b>	<b>\$ 1,466,066</b>	<b>\$ 1,495,903</b>	<b>\$ 1,433,080</b>	<b>\$ 62,823</b>	<b>\$ 1,227,770</b>	<b>\$ (205,310)</b>	
17								
18	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ 176,812	\$ 176,812	Added to offset increase
19								
20	<b>TOTAL REVENUES &amp; BALANCE FORWARD</b>	<b>\$ 1,466,066</b>	<b>\$ 1,495,903</b>	<b>\$ 1,433,080</b>	<b>\$ 62,823</b>	<b>\$ 1,404,582</b>	<b>\$ (28,498)</b>	
21								
22	<b>EXPENDITURES - ADMINISTRATIVE</b>							
23								
24	Legislative							
25	Supervisor Fees	\$ 11,800	\$ 15,733	\$ 14,000	\$ (1,733)	\$ 14,000	\$ -	
26	Financial & Administrative							
27	Administrative Services	\$ 6,882	\$ 9,176	\$ 9,176	\$ -	\$ 9,176	\$ -	
28	District Management	\$ 22,118	\$ 29,490	\$ 29,490	\$ -	\$ 29,490	\$ -	
29	District Engineer	\$ 26,687	\$ 35,583	\$ 40,000	\$ 4,417	\$ 40,000	\$ -	
30	Disclosure Report	\$ 1,350	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ -	
31	Trustees Fees	\$ 6,568	\$ 6,569	\$ 6,883	\$ 314	\$ 6,883	\$ -	
32	Assessment Roll	\$ 5,570	\$ 5,569	\$ 5,569	\$ -	\$ 5,569	\$ -	
33	Financial & Revenue Collections	\$ 4,176	\$ 5,569	\$ 5,569	\$ -	\$ 5,569	\$ -	
34	Accounting Services	\$ 12,597	\$ 20,155	\$ 20,155	\$ -	\$ 20,155	\$ -	
35	Auditing Services	\$ -	\$ 8,300	\$ 8,300	\$ -	\$ 8,300	\$ -	per contract
36	Arbitrage Rebate Calculation	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
37	Misc. Administrative Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Not budgeted for FY22-23 or FY23-24
38	Miscellaneous Mailings	\$ 829	\$ 1,105	\$ 500	\$ (605)	\$ 500	\$ -	
39	Property Management	\$ 75,000	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ -	
40	Public Officials Liability Insurance	\$ 8,050	\$ 8,050	\$ 8,986	\$ 936	\$ 8,986	\$ -	
41	Legal Advertising	\$ 1,505	\$ 2,007	\$ 1,500	\$ (507)	\$ 1,500	\$ -	
42	Dues, Licenses & Fees	\$ 175	\$ 233	\$ 500	\$ 267	\$ 500	\$ -	
43	Website Hosting, Maintenance, Backup, Email	\$ 2,053	\$ 2,737	\$ 4,500	\$ 1,763	\$ 4,500	\$ -	
44	Legal Counsel							
45	District Counsel	\$ 56,420	\$ 75,227	\$ 65,000	\$ (10,227)	\$ 68,250	\$ 3,250	
46								
47	<b>Administrative Subtotal</b>	<b>\$ 241,780</b>	<b>\$ 302,003</b>	<b>\$ 296,628</b>	<b>\$ (5,375)</b>	<b>\$ 299,878</b>	<b>\$ 3,250</b>	
48								
49	<b>EXPENDITURES - FIELD OPERATIONS</b>							
50								
51	Law Enforcement							
52	Deputy	\$ 6,135	\$ 8,180	\$ 10,000	\$ 1,820	\$ 8,000	\$ (2,000)	Management of off-duty deputies
53	Security Operations							
54	Guard & Gate Facility Maintenance	\$ 23,586	\$ 31,448	\$ 15,000	\$ (16,448)	\$ 25,000	\$ 10,000	Based on trend & last FY
55	Security Services and Patrols	\$ 105,929	\$ 141,239	\$ 146,000	\$ 4,761	\$ 146,000	\$ -	
56	Guardhouse Maintenance	\$ 723	\$ 964	\$ 1,500	\$ 536	\$ 1,500	\$ -	
57	Electric Utility Services							
58	Utility Services	\$ 22,264	\$ 29,685	\$ 23,000	\$ (6,685)	\$ 26,000	\$ 3,000	Expected utility increase
59	Water-Sewer Combination Services							
60	Utility Services	\$ 26,051	\$ 34,735	\$ 23,500	\$ (11,235)	\$ 32,500	\$ 9,000	Expected utility increase
61	Stormwater Control							
62	Aquatic Maintenance	\$ 32,537	\$ 43,383	\$ 41,268	\$ (2,115)	\$ 41,268	\$ -	
63	Lake/Pond Bank Maintenance	\$ 158,866	\$ 211,821	\$ 150,000	\$ (61,821)	\$ 130,000	\$ (20,000)	
64	Wetland Monitoring & Maintenance	\$ -	\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	
65	Fountain Service Repairs & Maintenance	\$ 3,417	\$ 4,556	\$ 5,000	\$ 444	\$ 5,000	\$ -	
66	Aquatic Plant Replacement		\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ -	

**Proposed Budget  
Waterlefe Community Development District  
General Fund  
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
67	Stormwater System Maintenance		\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
68	Other Physical Environment							
69	Property Insurance	\$ 4,934	\$ 4,934	\$ 5,480	\$ 546	\$ 7,538	\$ 2,058	EGIS Estimated increase
70	General Liability Insurance	\$ 3,569	\$ 3,569	\$ 3,883	\$ 314	\$ 3,883	\$ -	
71	Entry & Walls Maintenance	\$ -	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	
72	Landscape Maintenance	\$ 142,562	\$ 190,083	\$ 203,728	\$ 13,645	\$ 220,026	\$ 16,298	RFP needed/anticipated increase
73	Ornamental Lighting & Maintenance	\$ 5,315	\$ 7,087	\$ 5,000	\$ (2,087)	\$ 5,000	\$ -	
74	Landscape Replacement Plants, Shrubs, Tree	\$ 69,518	\$ 92,691	\$ 62,500	\$ (30,191)	\$ 62,500	\$ -	
75	Landscape Inspection Services	\$ 7,875	\$ 10,500	\$ 10,500	\$ -	\$ 10,500	\$ -	
76	Landscape- Annual Flower Program	\$ 15,824	\$ 30,360	\$ 30,360	\$ -	\$ 32,789	\$ 2,429	
77	Holiday Decorations	\$ 18,700	\$ 18,700	\$ 20,000	\$ 1,300	\$ 18,700	\$ (1,300)	
78	Landscape Miscellaneous	\$ 3,005	\$ 4,007	\$ 10,000	\$ 5,993	\$ 10,000	\$ -	
79	Landscape - Mulch	\$ 48,518	\$ 24,800	\$ 35,000	\$ 10,200	\$ 37,000	\$ 2,000	Received proposal from vendor
80	Irrigation Repairs	\$ 10,395	\$ 13,860	\$ 6,000	\$ (7,860)	\$ 8,000	\$ 2,000	
81	Road & Street Facilities							
82	Sidewalk Repair & Maintenance	\$ 27,790	\$ 37,053	\$ 15,000	\$ (22,053)	\$ 20,000	\$ 5,000	Repairs & p-washing
83	Parking Lot Repair & Maintenance	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
84	Street Sign Repair & Replacement	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	
85	Roadway Repair & Maintenance	\$ 600	\$ 800	\$ 202,000	\$ 201,200	\$ 170,000	\$ (32,000)	
86	Parks & Recreation						\$ -	
87	Boardwalk and Bridge Maintenance	\$ 12,056	\$ 16,075	\$ 9,500	\$ (6,575)	\$ 9,500	\$ -	
88	Contingency		\$ -					
89	MPOA - Supplement 20 reimbursement	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 60,000	New line item for FY23-24
90	Miscellaneous Contingency	\$ 45,801	\$ 61,068	\$ 20,733	\$ (40,335)	\$ 5,000	\$ (15,733)	MPOA expense moved to line above
91	Capital Projects - Golf Course	\$ 4,000	\$ 5,333	\$ 67,500	\$ 62,167	\$ -	\$ (67,500)	Removed to offset increase
92	Contingency - Golf Course Committee	\$ -	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ (5,000)	Removed to offset increase
93								
94	<b>Field Operations Subtotal</b>	<b>\$ 799,970</b>	<b>\$ 1,026,930</b>	<b>\$ 1,136,452</b>	<b>\$ 109,522</b>	<b>\$ 1,104,704</b>	<b>\$ (31,748)</b>	
95								
96	<b>Contingency for County TRIM Notice</b>							
97								
98	<b>TOTAL EXPENDITURES</b>	<b>\$ 1,041,750</b>	<b>\$ 1,328,933</b>	<b>\$ 1,433,080</b>	<b>\$ 104,147</b>	<b>\$ 1,404,582</b>	<b>\$ (28,498)</b>	
99								
100	<b>EXCESS OF REVENUES OVER</b>	<b>\$ 424,316</b>	<b>\$ 166,970</b>	<b>\$ -</b>	<b>\$ 166,970</b>	<b>\$ -</b>	<b>\$ -</b>	
101								

**Proposed Budget**  
**Waterlefe Community Development District**  
**Reserve Fund**  
**Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 06/30/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	<b>REVENUES</b>							
3								
4	Interest Earnings							
5	Interest Earnings	\$ 24,812	\$ 33,083	\$ -	\$ 33,083	\$ -	\$ -	
6	Special Assessments							
7	Tax Roll*	\$ 31,141	\$ 31,141	\$ 31,141	\$ -	\$ 20,000	\$ (11,141)	
8								
9	<b>TOTAL REVENUES</b>	<b>\$ 55,953</b>	<b>\$ 31,141</b>	<b>\$ 31,141</b>	<b>\$ -</b>	<b>\$ 20,000</b>	<b>\$ (11,141)</b>	
10								
11	Balance Forward from Capital Reserves	\$ -	\$ -	\$ 211,709	\$ (211,709)	\$ -	\$ (211,709)	Removed for offset increase
12								
13	<b>TOTAL REVENUES AND BALANCE FORWARD</b>	<b>\$ 55,953</b>	<b>\$ 31,141</b>	<b>\$ 242,850</b>	<b>\$ (211,709)</b>	<b>\$ 20,000</b>	<b>\$ (222,850)</b>	
14								
15	<b>EXPENDITURES</b>							
16								
17	Contingency							
18	Bridge Repair	\$ 12,245	\$ 24,490	\$ 75,000	\$ 50,510	\$ -	\$ (75,000)	Removed for offset increase
19	Facility Renovation	\$ -	\$ -	\$ 109,350	\$ -	\$ -	\$ (109,350)	Removed for offset increase
20	Wall and Guard Rail Repair	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	
21	Capital Reserves	\$ 19,934	\$ 39,868	\$ 38,500	\$ (1,368)	\$ -	\$ (38,500)	Removed for offset increase
22								
23	<b>TOTAL EXPENDITURES</b>	<b>\$ 32,179</b>	<b>\$ 64,358</b>	<b>\$ 242,850</b>	<b>\$ 69,142</b>	<b>\$ 20,000</b>	<b>\$ (222,850)</b>	
24								
25	<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$ 23,774</b>	<b>\$ (33,217)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
26								



**Waterlefe Community Development District**  
**Debt Service**  
**Fiscal Year 2023/2024**

Chart of Accounts Classification	Series 2012	Series 2016	Series 2023	Budget for 2023/2024
<b>REVENUES</b>				
Special Assessments				
Net Special Assessments <sup>(1)</sup>	\$262,195.82	\$185,243.58	\$255,099.77	\$702,539.18
<b>TOTAL REVENUES</b>	<b>\$262,195.82</b>	<b>\$185,243.58</b>	<b>\$255,099.77</b>	<b>\$702,539.18</b>
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Debt Service Obligation	\$262,195.82	\$185,243.58	\$255,099.77	\$702,539.18
<b>Administrative Subtotal</b>	<b>\$262,195.82</b>	<b>\$185,243.58</b>	<b>\$255,099.77</b>	<b>\$702,539.18</b>
<b>TOTAL EXPENDITURES</b>	<b>\$262,195.82</b>	<b>\$185,243.58</b>	<b>\$255,099.77</b>	<b>\$702,539.18</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

7.0%

**Gross assessments**

**\$755,418.47**

**Notes:**

Tax Roll Collection Costs for Manatee County are 7.0% of Tax Roll. Budgeted net of tax roll assessments.  
See Assessment Table.

<sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

2023/2024 O&M Budget		\$1,137,265.00
Collection Cost @	3%	\$36,685.97
Early Payment Discount @	4%	\$48,914.62
2023/2024 Total		<b>\$1,222,865.59</b>

2022/2023 O&M Budget	\$1,393,266.68
2023/2024 O&M Budget	\$1,137,265.00
Total Difference	<b><u>-256,001.68</u></b>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease		
	2022/2023	2023/2024	\$	%	
Series 2012 Debt Service - Classic	\$482.38	\$482.38	\$0.00	0.00%	(2)
Series 2016 Debt Service - Classic	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Classic	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Classic	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,370.72</b>	<b>\$3,366.70</b>	<b>-\$4.02</b>	<b>-0.12%</b>	
Series 2012 Debt Service - Estates	\$964.76	\$964.76	\$0.00	0.00%	(2)
Series 2016 Debt Service - Estates	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Estates	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Estates	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,853.10</b>	<b>\$3,849.08</b>	<b>-\$4.02</b>	<b>-0.10%</b>	
Series 2012 Debt Service - Marina	\$964.76	\$964.76	\$0.00	0.00%	(2)
Series 2016 Debt Service - Marina	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Marina	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Marina	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,853.10</b>	<b>\$3,849.08</b>	<b>-\$4.02</b>	<b>-0.10%</b>	
Series 2012 Debt Service - Multi-Family	\$281.39	\$281.39	\$0.00	0.00%	(2)
Series 2016 Debt Service - Multi-Family	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Multi-Family	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Multi-Family	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,169.73</b>	<b>\$3,165.71</b>	<b>-\$4.02</b>	<b>-0.13%</b>	
Series 2012 Debt Service - River Club	\$3,369.81	\$3,369.81	\$0.00	0.00%	(2)
Series 2016 Debt Service - River Club	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - River Club	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - River Club	\$0.00	\$0.00	\$0.00	0.00%	
<b>Total</b>	<b>\$3,710.30</b>	<b>\$4,174.43</b>	<b>\$464.13</b>	<b>12.51%</b>	
Series 2012 Debt Service - Villa	\$281.39	\$281.39	\$0.00	0.00%	(2)
Series 2016 Debt Service - Villa	\$340.49	\$340.49	\$0.00	0.00%	(2)
Series 2023 Debt Service - Villa	\$0.00	\$464.13	\$464.13	N/A	(1)
Operations/Maintenance - Villa	\$2,547.85	\$2,079.70	-\$468.15	-18.37%	
<b>Total</b>	<b>\$3,169.73</b>	<b>\$3,165.71</b>	<b>-\$4.02</b>	<b>-0.13%</b>	

<sup>(1)</sup> The Series 2023 Bond is expected to be issued June 21, 2023. The Series 2023 assessments are preliminary and subject to change.

<sup>(2)</sup> Extraordinary redemptions for both the Series 2012 and Series 2016 issuances occurred on May 1, 2023, thereby reducing the annual debt service assessments.

**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT**

**FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$1,137,265.00
COLLECTION COSTS @	3.0%	\$36,685.97
EARLY PAYMENT DISCOUNT @	4.0%	\$48,914.62
TOTAL O&M ASSESSMENT		<u>\$1,222,865.59</u>

LOT SIZE	UNITS ASSESSED				ALLOCATION OF O&M ASSESSMENT			
	O&M	SERIES 2012 DEBT SERVICE <sup>(1)</sup>	SERIES 2016 DEBT SERVICE <sup>(2)</sup>	SERIES 2023 DEBT SERVICE <sup>(3)</sup>	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET
Classic	53	31	52	53	1.00	53.00	9.01%	\$110,224.28
Estates	216	175	213	216	1.00	216.00	36.73%	\$449,215.93
Marina	19	16	18	19	1.00	19.00	3.23%	\$39,514.36
Multi-Family	144	139	144	144	1.00	144.00	24.49%	\$299,477.29
River Club	0	3	3	3	1.00	0.00	0.00%	\$0.00
Villa	156	119	155	156	1.00	156.00	26.53%	\$324,433.73
	<u>588</u>	<u>483</u>	<u>585</u>	<u>591</u>		<u>588.00</u>	<u>100.00%</u>	<u>\$1,222,865.59</u>

PER LOT ANNUAL ASSESSMENT				
O&M <sup>(4)</sup>	SERIES 2012 DEBT SERVICE <sup>(5)</sup>	SERIES 2016 DEBT SERVICE <sup>(6)</sup>	SERIES 2023 DEBT SERVICE <sup>(7)</sup>	TOTAL <sup>(8)</sup>
\$2,079.70	\$482.38	\$340.49	\$464.13	\$3,366.70
\$2,079.70	\$964.76	\$340.49	\$464.13	\$3,849.08
\$2,079.70	\$964.76	\$340.49	\$464.13	\$3,849.08
\$2,079.70	\$281.39	\$340.49	\$464.13	\$3,165.71
\$0.00	\$3,369.81	\$340.49	\$464.13	\$4,174.43
\$2,079.70	\$281.39	\$340.49	\$464.13	\$3,165.71

LESS: Manatee County Collection Costs (3%) and Early Payment Discounts (4%):

(\$85,600.59)

Net Revenue to be Collected

\$1,137,265.00

(1) Reflects the number of total lots with Series 2012 debt outstanding.

(2) Reflects the number of total lots with Series 2016 debt outstanding.

(3) The Series 2023 bond is expected to be issued on June 21, 2023.

(4) Note this assessment table reflects an equal per unit O&M assessment approved by the Board of Supervisors.

(5) Annual debt service assessment per lot adopted in connection with the Series 2012 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(6) Annual debt service assessment per lot adopted in connection with the Series 2016 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(7) Preliminary debt service assessment per lot in connection with the expected Series 2023 bond issue. Annual assessment includes principal, interest, Manatee County collection costs and early payment discounts.

(8) Annual assessment that will appear on November 2023 Manatee County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

## **GENERAL FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

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### **EXPENDITURES – ADMINISTRATIVE:**

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles, and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for the management and administration of the District's day-to-day needs. These services include the conducting of board meetings, workshops, the overall administration of District functions, all required state, and local filings, preparation of the annual budget, purchasing, risk management, preparing various resolutions, and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on the property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

**Website Hosting, Maintenance and Email:** The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

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## **EXPENDITURES - FIELD OPERATIONS:**

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.



**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

**Landscape Replacement:** Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

**Maintenance & Repair:** The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## **RESERVE FUND BUDGET** **ACCOUNT CATEGORY DESCRIPTION**

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

## **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

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## EXPENDITURES:

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

## REVENUES:

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

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## EXPENDITURES – ADMINISTRATIVE:

**Bank Fees:** The District may incur bank service charges during the year.

**Debt Service Obligation:** This would be a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

## **Tab 10**

**RESOLUTION 2023-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
WATERLEFE COMMUNITY DEVELOPMENT  
DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR  
REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF  
THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Waterlefe Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Manatee County, Florida; and

WHEREAS, the District's Board of Supervisors (hereinafter the "Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
WATERLEFE COMMUNITY DEVELOPMENT DISTRICT:**

Section 1. Regular meetings of the Board of Supervisors of the District shall be held as provided on the schedule attached as Exhibit "A".

Section 2. In accordance with Section 189.015(1), Florida Statutes, the District's Secretary is hereby directed to file annually, with Manatee County, a schedule of the District's regular meetings.

Section 3. This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 21<sup>st</sup> DAY OF AUGUST 2023.**

**WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
**CHAIRMAN / VICE CHAIRMAN ATTEST:**

\_\_\_\_\_  
**SECRETARY / ASST. SECRETARY**

**EXHIBIT "A"**  
**BOARD OF SUPERVISORS MEETING DATES**  
**WATERLEFE COMMUNITY DEVELOPMENT DISTRICT FISCAL**  
**YEAR 2023/2024**

October 16, 2023  
November 20, 2023  
December 18, 2023  
January 15, 2024  
February 19, 2024  
March 18, 2024  
April 15, 2024  
May 20, 2024  
June 17, 2024  
July 15, 2024  
August 19, 2024  
September 16, 2024

All meetings will convene at 2:00 p.m. Meetings will be held at the Waterlefe River Club- 955 Fish Hook Cove, Bradenton, Florida 34212.

## **Tab 11**



## **RESOLUTION 2023-14**

**A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF LEASE NO. 008-0600265-109 DATED AUGUST 9, 2023 (THE “LEASE”), BETWEEN WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AND THE HUNTINGTON NATIONAL BANK; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.**

**WHEREAS**, Waterlefe Community Development District (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements and

**WHEREAS**, Lessee hereby finds and determines that the execution of the Lease for the purpose of leasing the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, The Huntington National Bank (the “Lessor”) shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation of indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Chairman of the Lessee’s Board of Supervisors, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

**SECTION 2.** The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

**SECTION 3.** The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

**SECTION 4.** All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

**SECTION 5.** This resolution shall take effect immediately upon its adoption and approval.

**PASSED AND ADOPTED** in a duly noticed public meeting of the Board of Supervisors of the Waterlefe Community Development District this 21st day of August, 2023.

ATTEST:

**BOARD OF SUPERVISORS OF  
WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice Chairman

This "Lease": Lease Agreement Number 008-0600265-109 Dated August 9, 2023	
"Lessee"	
Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614	
Fax:	E-mail:sdietz@waterlefeff.com
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	
Fax:319-833-4577	E-mail:customerservice@financediv.com

Number of Rental Payments	Rental Payments	Advances
48	\$12,365.60  (Plus any applicable taxes)	First:\$0.00 Last:\$0.00 Total:\$0.00
<b>EQUIPMENT LOCATION &amp; DESCRIPTION:</b>		<b>MAXIMUM HOURS:</b>
Waterlefe Golf Club, 1022 Fish Hook Cove, Bradenton, FL 34212: (80) 2024 EZGO RXV ELiTE Golf Cars together with all attachments and accessories thereto		N/A

**TERMS AND CONDITIONS --READ CAREFULLY BEFORE SIGNING**

- RENTAL:** Lessor rents to Lessee and Lessee rents from Lessor the equipment, furniture, fixtures, machinery, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described above and in any schedule made a part hereof, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, "Equipment"), upon the terms and conditions set forth herein. The parties intend this Lease to be governed by Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may contact the Equipment supplier and receive an accurate and complete statement of the promises and warranties, including any disclaimers and limitations of them or of remedies.
- PAYMENTS:** Other than as set forth in a rider hereto, rental payments are due monthly, beginning the date designated by Lessor and continuing on the same day of each month thereafter for the number of payments shown above. Lessor may change the payment by not more than 10% in the event of price changes, changed order, etc. Security deposit is refundable upon expiration of this Lease provided all terms and conditions of this Lease have been fulfilled. Security deposit and payments may be commingled and do not earn interest.
- EQUIPMENT ACCEPTANCE:** Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Upon Lessor's acceptance of this Lease, THIS LEASE SHALL BE NON-CANCELABLE, and Lessee's obligations hereunder shall not abate for any reason.
- DISCLAIMER OF WARRANTIES:** THE EQUIPMENT IS BEING RENTED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. No broker, equipment supplier, or other person (other than an employee of Lessor) is an agent of Lessor.
- GOVERNING LAW; VENUE OF LITIGATION:** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BUT THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXENT PERMITTED BY LAW, LESSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.
- SECURITY AGREEMENT:** In the event this Lease is determined to be governed by Article 9 of the UCC, Lessee hereby grants Lessor a security interest in all Equipment financed by or rented from Lessor, of any kind or nature whatsoever, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof, to secure all present and future obligations of Lessee to Lessor, of every type and description and howsoever evidenced. This Lease shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee.
- APPOINTMENT OF ATTORNEY IN FACT:** Lessee authorizes Lessor, its successors and assigns to cause this Lease, or any other document(s) showing the interest of Lessor, including but not limited to UCC financing statements, to be authenticated and filed or recorded. In addition, Lessee appoints Lessor, its successors and assigns, as Lessee's attorney-in-fact (1) to arrange for property damage coverage under a policy of insurance and to transmit Lessee's premium payments to the insurer on behalf of Lessee, (2) to deal with and to direct any insurer as to

- any matter concerning the claim for, disposition of, and/or application of proceeds from any policy of insurance, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. Lessee authorizes Lessor to make non-substantive changes hereto, including but not limited to Lessee's legal name. These appointments and authorizations shall be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries.
8. **UNCONDITIONAL OBLIGATION:** Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee no longer can use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.
9. **USE:** Lessee agrees that the Equipment will be used for business purposes only and such use shall be in compliance with all applicable laws. Lessee shall maintain the Equipment in good repair and working order at Lessee's sole expense.
10. **TAXES:** Lessee agrees to pay all taxes, fees, and governmental charges related to this Lease, which during the term of this Lease or at any time thereafter may be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment or this Lease.
11. **INDEMNITY:** To the extent permitted by law, Lessor is not responsible for any losses or injuries caused by the Equipment, and Lessee agrees to indemnify Lessor with respect to all claims for losses imposed on, incurred by, or asserted against Lessor, including attorneys' fees and expenses plus interest, where such claims in any way relate to the Equipment, whether or not caused in whole or in part by the negligence of Lessee. Further, Lessee shall, if requested by Lessor, defend Lessor against any claims for losses or injuries caused by the Equipment, including but not limited to any claim arising out of strict liability in tort. This provision shall survive the cancellation, termination or expiration of this Lease.
12. **INSURANCE:** Lessee shall keep the Equipment insured against loss for not less than its replacement cost or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, and shall carry public liability insurance, both personal injury and property damage. Lessee shall name Lessor as an additional insured and as loss payee. If Lessee fails to procure insurance, Lessor may obtain same and pay the amount due thereon. Lessee shall reimburse Lessor upon demand and, if required by Lessor, shall pay interest on such sums due and owing at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. With respect to any policy obtained by Lessor, Lessor may charge a monthly administrative fee. Any insurance proceeds received with respect to the Equipment will be applied, at the option of Lessor, to repair, restore, or replace the Equipment, or to pay Lessor the remaining balance and any other amounts payable hereunder.
13. **LATE CHARGES:** If Lessee is delinquent in paying any sum due, Lessee shall pay a charge to offset collection expenses on such delinquent payment of \$25.00 or an amount of up to ten percent (10%) of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law. In addition, Lessor will impose a surcharge of up to \$30 or the maximum allowed under applicable law for any dishonored payment.
14. **DEFAULT:** Any of the following constitute default: (1) Lessee fails to pay any sum due Lessor; (2) Lessee fails to observe or perform any other term of this Lease; (3) Lessee encumbers or disposes of the Equipment without Lessor's written consent; (4) The filing by or against Lessee or any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business or going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection herewith proves to have been materially misleading; (7) Lessee is in default under any other contract or agreement with Lessor; (8) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor related to this Lease.
15. **REMEDIES:** Upon an occurrence of default, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing in the current fiscal year under this Lease or any schedule hereto; (2) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (3) Cancel or terminate this Lease or any other agreement between Lessee and Lessor; (4) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (5) Charge Lessee for any other amounts provided for in this Lease. In addition, Lessor may use any other remedies available to it under applicable law. These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of Lessor's other rights and remedies, Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If appropriate in the circumstances, remedies will include those available under Article 9 of the UCC.
16. **ASSIGNMENT:** Lessee may not sublet, lend, assign, or pledge this Lease, the Equipment, or any interest in either, or permit any lien or security interest thereon. Any and all of Lessor's interest and rights in the Equipment and under this Lease may be assigned, pledged, or otherwise disposed of, without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Lessee will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Any assignment of this Lease by Lessee, whether or not permitted by Lessor, shall not release Lessee from its obligations hereunder.
17. **RETURN OF EQUIPMENT:** At the end of the original term of this Lease, or if this Lease is terminated under Section 19, Lessee must return the Equipment at its own expense, to Lessor or to a third-party designated by Lessor, and as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease

seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular piece of Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Equipment for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the Equipment's "Anticipated Residual Value" as determined by Lessor's books as of the date of this Lease. Return Condition Standards applicable when the Equipment is Golf Cars. The Return Condition Standards for golf cars are as follows: (a) Equipment must start, stop, and turn properly; (b) Mechanically, all Equipment must be in operable condition upon return and capable of being driven onto a transporter; (c) Cosmetically, all Equipment and component parts are to be returned operable and complete according to the original state, reasonable wear and tear expected; (d) All equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; (e) All gauges will be operative and all fluid levels to manufacturer's specifications; and, (f) if the Equipment is an electric golf car, then in addition to the other Return Condition Standards: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and, (iii) each golf car must include operable battery chargers. Any missing Equipment and parts or damage to the Equipment will result in a separate billing at replacement cost or fair market value. Failure to do so, and at Lessor's sole discretion, is a default under this Lease, and in all cases will result in automatic conversion of this Lease to a month-to-month rental agreement on the same terms. Conversion to a month-to-month rental agreement shall not operate to waive any of Lessor's rights herein.

18. **REPRESENTATIONS AND WARRANTIES:** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

19. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS:** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under this Lease as of the effective date of such termination, Lessee may terminate this Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under this Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of the original term of this Lease as permitted under the terms of this Lease or as set forth herein or in any schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the terminated Lease in accordance with the return requirements set forth in this Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under this Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of this Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

20. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS:** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Lease, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.



21. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):** At the end of the original term of the Lease, Lessee shall remit to Lessor \$5.00 per hour on each piece of Equipment that has hourly use in excess of the maximum hours as indicated above. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of a particular item of Equipment shall be determined by the hour meter attached to said Equipment, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of such Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment. If this Lease terminates or is cancelled prior to the end of the original term of the Lease, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or original term of the Lease, as applicable.
22. **LESSEE WAIVERS:** To the extent permitted by law, Lessee waives all rights and remedies against Lessor provided by Article 2A or Article 9 of the UCC or other applicable law, including but not limited to any right which requires Lessor to sell, lease, or otherwise use any Equipment to reduce Lessor's damages or which may otherwise limit or modify any of Lessor's rights or remedies. Any action against Lessor for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay, or failure to deliver the Equipment.
23. **GENERAL:** This Lease may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Lease and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Lease shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Lease constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Lease can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this Lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. If Lessor permit Lessee to deliver this Lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's electronic or "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's electronic or "wet ink" signature shall limit or modify the representations and agreements set forth above. This Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. This Lease represents the entire agreement between the parties, superseding all prior or contemporaneous negotiations, discussions, understandings, or agreements pertaining to the subject matter hereof. This Lease shall not be modified without Lessor's written consent. If any provision of this Lease is deemed unenforceable, then such provision shall be deemed deleted and all other provisions of this Lease shall remain in full force and effect. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee agrees that Lessor may receive from and disclose to other persons, including credit reporting agencies and respective equipment vendors and suppliers, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Under federal law, Lessor must obtain, verify and record identifying information for each person opening an account. Lessor will ask for Lessee's name, address, date of birth and other identifying information. Lessor may also ask for Lessee's driver's license or other identifying documents. This Lease shall not be deemed terminated until Lessee has fulfilled all obligations herein. Time is of the essence for all purposes of this Lease.

#### **ADDITIONAL TERMS AND CONDITIONS**

Lessee acknowledges having read the terms and conditions printed above, and unconditionally agrees to same. Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment vendor/manufacturer.

Lessor: The Huntington National Bank

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

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

Lessee: Waterlefe Community Development District

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

Steve Dietz, General Manager

**THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR**



**FLORIDA ADDENDUM  
TO GOVERNMENTAL LEASE-PURCHASE AGREEMENT NO. 008-0600265-109 DATED AS OF August 9, 2023**

**LESSOR:**                                **The Huntington National Bank**

**LESSEE:**                                **Waterlefe Community Development District**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Governmental Lease-Purchase Agreement No. 008-0600265-109 (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to the "Lessor," its successors and assigns. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. **Section 2** of the Lease is hereby amended by adding the following sentence to the end of said Section:

WE and YOU understand and intend that YOUR obligation to pay Lease Payments hereunder will constitute a current expense and will not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness, nor will anything contained herein constitute a pledge of YOUR ad valorem tax revenues, funds or moneys. WE and YOU further understand that the use of the ad valorem taxing power to make Lease Payments cannot be compelled. Notwithstanding anything contained in this Lease to the contrary, all payments due under this Lease will be remitted in accordance with and governed by the mandatory provisions of the Florida Prompt Payment Act, sec. 218.70, Florida Statutes, et. seq.

2. **Section 5** of the Lease is hereby amended by adding the following language to the end of said Section:

Upon return of that Equipment to US, WE will use our best efforts to lease or sell that Equipment upon such terms as WE, in our reasonable judgment, deem prudent. WE will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse OURSELVES for all costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay to OURSELVES an amount equal to the Purchase Price for that Equipment at the time of the termination of this Lease; (iii) third, to pay to OURSELVES the amount necessary to satisfy YOUR remaining obligations under this Lease; and (iv) fourth, to remit any amounts thereafter remaining to YOU. No deficiency will be allowed against YOU.

3. **Section 8** of the Lease is hereby deleted and the following **Section 8** is hereby inserted in lieu thereof:

**8. TITLE.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU will immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 (including but not limited to any termination pursuant to Section 5) or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

4. **Section 16** of the Lease is hereby amended by adding the following language to the end of said Section:

WE and YOU agree that there is no intention to create under this Lease a right to dispossess YOU involuntarily of the legal title to or the right of use of the Equipment. WE hereby irrevocably waive any right to specific performance of YOUR covenant to transfer legal title to and return of possession of the Equipment to US.

5. **Section 19** of the Lease is hereby deleted and the following **Section 19** is hereby inserted in lieu thereof:

**19. FINANCIAL STATEMENTS.** If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on an annual basis.

6. IF YOU ARE A COUNTY, YOU represent and covenant that (a) if the Maximum Lease Term with respect to this Lease is greater than five years, Lease Payments under this Lease will be payable from sources other than ad valorem taxes, and (b) YOU represent and covenant that this Lease has been approved by YOUR Board of County Commissioners prior to the Commencement Date.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank

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

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

Lessee: Waterlefe Community Development District

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

Steve Dietz, General Manager





**CERTIFICATE OF INCUMBENCY**  
**LEASE NO. 008-0600265-109**  
**DATED AS OF August 9, 2023**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Waterlefe Community Development District (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

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

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

## OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Waterlefe Community Development District  
Rizzetta & Co., 3434 Colwell Avenue Suite 200  
Tampa, FL 33614

Lessor: The Huntington National Bank  
11100 Wayzata Blvd, Suite 700  
Minnetonka, MN 55305

Re: Contract 008-0600265-109, dated as of August 9, 2023, by and between Waterlefe Community Development District and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is \_\_\_\_\_.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

**RESOLUTION**  
**LEASE NO. 008-0600265-109**  
**DATED AS OF AUGUST 9, 2023**

A resolution authorizing the negotiation, execution, and delivery of Lease No. 008-0600265-109 dated August 9, 2023 (the "Lease"), between **Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

**WHEREAS**, Waterlefe Community Development District, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Waterlefe Community Development District:**

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the \_\_\_\_\_ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

**CERTIFIED AS TRUE AND CORRECT** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Clerk, Secretary or Assistant Secretary

\_\_\_\_\_  
Printed Name of Clerk, Secretary or Assistant Secretary



**Additional Information  
Regarding Your Account and the Equipment**

The "Contract": Lease Number 008-0600265-109 dated August 9, 2023
"Lessee"
Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

**Equipment Description and Location:**

Description (including features)	Location
(80) 2024 EZGO RXV ELiTE Golf Cars together with all attachments and accessories thereto	Waterlefe Golf Club, 1022 Fish Hook Cove, Bradenton, FL 34212

**\*\*\*PLEASE COMPLETE ALL SECTIONS BELOW \*\*\***

**Automated Clearing House ("ACH") Payments (check one box below):**

- ☐ Previous contracts are on ACH, please continue ACH on this Contract.
- ☐ Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
- ☐ Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.)  
If Lessor requires ACH, the box will automatically be checked.

**Billing Address: 1022 Fish Hook Cove, Attn: Steve Dietz, BRADENTON, FL, 34212**

- ☐ The billing address stated above is correct.
- ☐ Change the billing address to the following address: \_\_\_\_\_

**Lessee Fax #:** \_\_\_\_\_

**Lessee E-mail:** \_\_\_\_\_

**Equipment Location and Vehicle Titling Location:**

- ☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
- ☐ The Equipment will be located at: \_\_\_\_\_  
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)  
and the vehicles will be titled in: \_\_\_\_\_ (State) \_\_\_\_\_ (City) \_\_\_\_\_ (County)  
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

**Tax Status (LEASE TRANSACTIONS ONLY):**

**1. Sales/Use Tax: (check one)**

- ☐ Subject to Sales and Use Tax. (Tax will be based on the state where the vehicle is titled and where other Equipment is located).
- ☐ Exempt from sales and use tax, for the following reason: \_\_\_\_\_
- ☐ Exemption Certificate Attached
- ☐ Valid Exemption Certificate already on file with Lessor.

**\*\*\*If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax\*\*\***

**2. Heavy Vehicle Use Tax:** Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

**Personal Property Tax:** If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, Lessor will report the Equipment on its own return and bill you for taxes due.

**Acknowledged by:**

Lessee: Waterlefe Community Development District By: \_\_\_\_\_ Steve Dietz, General Manager



## Delivery and Acceptance

"Lessee"
Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Delivery and Acceptance agreement attached to and made a part of Lease **008-0600265-109** dated **August 9, 2023** (the "Lease").

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

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

Lessee: Waterlefe Community Development  
District

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

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

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**

## Tab 12



## **RESOLUTION 2023-15**

**A RESOLUTION AUTHORIZING THE NEGOTIATION, EXECUTION, AND DELIVERY OF EQUIPMENT SCHEDULE NO. 008-0600265-304 DATED AUGUST 9, 2023, TO MASTER LEASE NUMBER 600265L (COLLECTIVELY, THE “LEASE”), BETWEEN WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AND THE HUNTINGTON NATIONAL BANK; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.**

**WHEREAS**, Waterlefe Community Development District (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements and

**WHEREAS**, Lessee hereby finds and determines that the execution of the Lease for the purpose of leasing the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, The Huntington National Bank (the “Lessor”) shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation of indebtedness of the Lessee within the meaning of the Constitution and laws of the State.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the Chairman of the Lessee’s Board of Supervisors, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

**SECTION 2.** The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

**SECTION 3.** The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

**SECTION 4.** All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

**SECTION 5.** This resolution shall take effect immediately upon its adoption and approval.

**PASSED AND ADOPTED** in a duly noticed public meeting of the Board of Supervisors of the Waterlefe Community Development District this 21st day of August, 2023.

ATTEST:

**BOARD OF SUPERVISORS OF  
WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary/Assistant Secretary

---

Chairman/Vice Chairman



## Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0600265-304 Dated August 9, 2023 to Master Lease Number 600265L Dated September 20, 2016

"Lessee"

Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614

Contact: Steve Dietz

Phone: (941) 718-4842

"Lessor"

The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

### SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	48 Months	Monthly	\$3,564.14 plus applicable taxes except financed sales tax included in cost of the equipment	N/A For Installments(s): N/A	N/A	N/A

### EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(80) PACE 7EX GPS Units together with all attachments and accessories thereto	Waterlefe Golf Club, 1022 Fish Hook Cove, Bradenton, FL 34212

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.

Lessor: The Huntington National Bank

Lessee: Waterlefe Community Development District

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

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

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

Steve Dietz, General Manager



**Amendment to Contract and Related Documents  
(The Huntington National Bank Merger)**

The "Contract": Master Agreement Number <b>600265L</b> Dated <b>September 20, 2016</b>		<b>Date: August 16, 2023</b>
"Lessee"		
<b>Waterlefe Community Development District, Rizzetta &amp; Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614</b>		
"Lessor"		
<b>The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305</b>		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract.

Upon execution of this Amendment by Lessee and Lessor, the Contract, together with all documents and agreements related thereto, including, without limitation, all lease schedules (the "Contract Documents") are hereby amended as follows:

1. Lessor and Lessee hereby agree that the Contract Documents are amended to replace all references therein to TCF Equipment Finance, Inc., TCF Equipment Finance, a division of TCF National Bank, or TCF National Bank with The Huntington National Bank.
2. Except as specifically amended herein, all of the terms and conditions of the Contract Documents shall remain in full force and effect and are hereby ratified and affirmed. This Amendment shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and obligations of the parties under the Contract Documents.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment as of the date set forth above.

Lessor: The Huntington National Bank

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

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

Lessee: Waterlefe Community Development District

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

Steve Dietz, General Manager



**FLORIDA RIDER TO  
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. 600265L**

This Rider to that certain Master Equipment Lease Purchase Agreement No. 600265L (together with all Exhibits and this Rider, the "Agreement") dated as of September 20, 2016, between **THE HUNTINGTON NATIONAL BANK** (together with its successors and assigns, "Lessor"), and **WATERLEFE COMMUNITY DEVELOPMENT DISTRICT** (together with its successors and assigns, "Lessee"), is incorporated in and is hereby made a part of the Agreement.

Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement and that the following changes and additions shall be made to the Agreement:

1. **Section 3.05** of the Agreement is hereby amended by adding the following sentence at the end of that Section:

Upon return of that Equipment to Lessor, Lessor will use its best efforts to lease or sell that Equipment upon such terms as Lessor in its reasonable judgment deems prudent. Lessor will apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse Lessor for all costs associated with the taking, removing, holding, repairing and leasing or selling of that Equipment; (ii) second, to pay to Lessor an amount equal to the Purchase Price for that Equipment at the time of the termination of that Lease; (iii) third, to pay to Lessor the amount necessary to satisfy Lessee's remaining obligations under that Lease; and (iv) fourth, to remit any amounts thereafter remaining to Lessee. No deficiency will be allowed against Lessee.

2. **Section 4.04** of the Agreement is hereby deleted and the following **Section 4.04** is hereby inserted in lieu thereof:

**Section 4.04. Rental Payments to Constitute a Current Expense of Lessee.** The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee payable from sources other than ad valorem taxes, is from year to year and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligations hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the ad valorem tax revenues, funds or moneys of Lessee. Lessor and Lessee further understand that the use of the ad valorem taxing power to make Rental Payments cannot be compelled. Notwithstanding anything contained in this Agreement to the contrary, all payments due under this Agreement will be remitted in accordance with and governed by the mandatory provisions of the Florida Prompt Payment Act, sec. 218.70, Florida Statutes, et. seq.

3. **Section 6.02** of the Agreement is hereby deleted.

4. **Section 12.02** of the Agreement is hereby amended by adding the following language to the end of that Section:

Lessor and Lessee agree that there is no intention to create under any Lease a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title and return of possession of the Equipment to Lessor.

5. IF LESSEE IS A COUNTY, Lessee represents and covenants that (a) if the Maximum Lease Term with respect to a Lease is greater than five years, Rental Payments will be payable from sources other than ad valorem taxes, and (b) Lessee represents and covenants that each Lease has been, or will be, approved by the Board of County Commissioners of Lessee prior to the Commencement Date.

Except as specifically set forth in this Rider, all terms and conditions contained in the Agreement remain in full force and effect and are hereby ratified and confirmed.

Lessor: The Huntington National Bank

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

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

Lessee: Waterlefe Community Development District

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

Steve Dietz, General Manager



**CERTIFICATE OF INCUMBENCY**  
**LEASE NO. 008-0600265-304**  
**DATED AS OF August 9, 2023**

I, \_\_\_\_\_, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of Waterlefe Community Development District (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Florida, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

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

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

## OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date:

Lessee: Waterlefe Community Development District  
Rizzetta & Co., 3434 Colwell Avenue Suite 200  
Tampa, FL 33614

Lessor: The Huntington National Bank  
11100 Wayzata Blvd, Suite 700  
Minnetonka, MN 55305

Re: Contract 008-0600265-304, dated as of August 9, 2023, by and between Waterlefe Community Development District and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is \_\_\_\_\_.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.



This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Very truly yours,

**RESOLUTION**  
**LEASE NO. 008-0600265-304**  
**DATED AS OF AUGUST 9, 2023**

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0600265-304** dated **August 9, 2023** (the "Lease"), between **Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

**WHEREAS**, Waterlefe Community Development District, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Florida; and

**WHEREAS**, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

**WHEREAS**, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

**WHEREAS**, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

**WHEREAS**, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF Waterlefe Community Development District:**

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the \_\_\_\_\_ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Florida.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

**CERTIFIED AS TRUE AND CORRECT** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Clerk, Secretary or Assistant Secretary

\_\_\_\_\_  
Printed Name of Clerk, Secretary or Assistant Secretary



## Delivery and Acceptance

"Lessee"
Waterlefe Community Development District, Rizzetta & Co., 3434 Colwell Avenue Suite 200, Tampa, FL 33614
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Delivery and Acceptance agreement attached to and made a part of Lease **008-0600265-304** dated **August 9, 2023** (the "Lease").

**This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.**

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

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

Lessee: Waterlefe Community Development  
District

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

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

**Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.**

## **Tab 13**

**Waterlefe Community  
Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2022**

**Waterlefe Community Development District**

**ANNUAL FINANCIAL REPORT**

**September 30, 2022**

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# Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue  
Suite 200  
Fort Pierce, Florida 34950

772/461-6120 // 461-1155  
FAX: 772/468-9278

## REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors  
Waterlefe Community Development District  
Manatee County, Florida

### Report on Audit of the Financial Statements

#### *Opinion*

We have audited the financial statements of the governmental activities and each major fund of Waterlefe Community Development District (the "District"), as of and for the year ended September 30, 2022, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Waterlefe Community Development District as of September 30, 2022, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinion*

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.





To the Board of Supervisors  
Waterlefe Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

### ***Auditor's Responsibility for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



To the Board of Supervisors  
Waterlefe Community Development District

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated August 10, 2023 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waterlefe Community Development District's internal control over financial reporting and compliance.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

August 10, 2023

**Waterlefe Community Development District**  
**MANAGEMENT'S DISCUSSION AND ANALYSIS**  
**For the Year Ended September 30, 2022**

Management's discussion and analysis of Waterlefe Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities for the fiscal year ended September 30, 2022. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

**OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) *Government-wide financial statements*, 2) *Fund financial statements*, and 3) *Notes to financial statements*. The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and business-type activities and the change in net position. Governmental activities are primarily supported by special assessments. Business-type activities are supported by charges to the users of those activities, such as greens fees, cart fees, trail fees, food and beverage, and merchandise sales.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities separate from the assets, liabilities, and net position of business-type activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities or business-type activities. Governmental activities financed by the District include general government, physical environment, and debt service. Business-type activities financed by user charges include golf course/restaurant.

*Fund financial statements* present financial information for governmental funds and enterprise funds. These statements provide financial information for the major governmental funds of the District. All funds have been classified as major for reporting purposes. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources. The enterprise funds financial statements provide information on all assets and liabilities of the enterprise funds, changes in the economic resources (revenues and expenses), and total economic resources.

**Waterlefe Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

*Fund financial statements* include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures and changes in fund balances – budget and actual** is provided for the District's General Fund. For the enterprise fund, a **statement of net position**, a **statement of revenues, expenses, and changes in fund net position**; and a **statement of cash flows** are presented. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The government-wide financial statements provide an overall picture of the District's financial standing, split between Governmental Activities and Business-type Activities. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets, are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds, and leases payable are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as special assessment bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, a reconciliation is provided from the *fund financial statements* to the *government-wide financial statements*.

*Notes to financial statements* provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

**Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2022.

- ◆ The District's total assets exceeded total liabilities by \$13,595,690 (net position). Unrestricted net position for Governmental Activities was \$1,665,029 and Business-type Activities was \$1,601,508. Restricted net position for Governmental Activities was \$60,331. Net investment in capital assets for Governmental Activities was \$2,608,359 and Business-type Activities was \$7,660,463.
- ◆ Governmental Activities revenues totaled \$1,833,465 while Governmental Activities expenses totaled \$1,874,957. Business-type Activities revenues totaled \$4,107,276 while Business-type Activities expenses totaled \$3,251,442.

**Waterlefe Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

**Net Position**

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Current assets	\$ 1,834,412	\$ 1,613,616	\$ 1,957,424	\$ 886,137	\$ 3,791,836	\$ 2,499,753
Restricted assets	298,804	294,416	-	-	298,804	294,416
Capital assets, net	6,244,585	6,666,024	8,020,274	8,254,008 *	14,264,859	14,920,032 *
<b>Total Assets</b>	<b>8,377,801</b>	<b>8,574,056</b>	<b>9,977,698</b>	<b>9,140,145</b>	<b>18,355,499</b>	<b>17,714,201</b>
Current liabilities	515,724	382,426	535,851	289,622	1,051,575	672,048
Non-current liabilities	3,528,358	3,816,419	179,876	210,741 *	3,708,234	4,027,160 *
<b>Total Liabilities</b>	<b>4,044,082</b>	<b>4,198,845</b>	<b>715,727</b>	<b>500,363</b>	<b>4,759,809</b>	<b>4,699,208</b>
Deferred Inflows of Resources						
Deferred inflows	-	-	-	233,645	-	233,645
<b>Net Position</b>						
Net investment in capital assets	2,608,359	2,753,364	7,660,463	7,825,929 *	10,268,822	10,579,293 *
Restricted	60,331	49,287	-	-	60,331	49,287
Unrestricted	1,665,029	1,572,560	1,601,508	580,208	3,266,537	2,152,768
<b>Total Net Position</b>	<b>\$ 4,333,719</b>	<b>\$ 4,375,211</b>	<b>\$ 9,261,971</b>	<b>\$ 8,406,137 *</b>	<b>\$ 13,595,690</b>	<b>\$ 12,781,348 *</b>

\*Restated

The increase in current assets is related to revenues exceeding expenditures/expenses at the fund level and the increase in accounts payable in the current year.

The decrease in capital assets is primarily the result of depreciation in the current year.

The increase in current liabilities for business-type activities is related to GASB 87 implementation in the current year.

**Waterlefe Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Financial Analysis of the District (Continued)**

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

**Financial Activity**

	<b>Governmental Activities</b>		<b>Business-type Activities</b>		<b>Total</b>	
	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>	<b>2022</b>	<b>2021</b>
Program Revenues						
Charges for services	\$ 1,813,089	\$ 1,773,238	\$ 4,106,392	\$ 3,306,914	\$ 5,919,481	\$ 5,080,152
General Revenues						
Investment earnings	6,775	511	884	-	7,659	511
Gain on sale of assets	-	-	-	5,257	-	5,257
Miscellaneous	13,601	24,184	-	-	13,601	24,184
<b>Total Revenue</b>	<b>1,833,465</b>	<b>1,797,933</b>	<b>4,107,276</b>	<b>3,312,171</b>	<b>5,940,741</b>	<b>5,110,104</b>
Expenses						
General government	247,792	267,449	-	-	247,792	267,449
Physical environment	1,460,709	1,283,269	-	-	1,460,709	1,283,269
Interest and other charges	166,456	178,524	-	-	166,456	178,524
Golf course/restaurant	-	-	3,251,442	2,900,766 *	3,251,442	2,900,766 *
<b>Total Expenses</b>	<b>1,874,957</b>	<b>1,729,242</b>	<b>3,251,442</b>	<b>2,900,766</b>	<b>5,126,399</b>	<b>4,630,008</b>
Transfers	-	(95,000)	-	95,000	-	-
<b>Change in Net Position</b>	<b>(41,492)</b>	<b>(26,309)</b>	<b>855,834</b>	<b>506,405</b>	<b>814,342</b>	<b>480,096</b>
Net Position - beginning of year	4,375,211	4,401,520	8,406,137	7,899,732	12,781,348	12,301,252
<b>Net Position - end of year</b>	<b>\$ 4,333,719</b>	<b>\$ 4,375,211</b>	<b>\$ 9,261,971</b>	<b>\$ 8,406,137 *</b>	<b>\$ 13,595,690</b>	<b>\$ 12,781,348 *</b>

\*Restated

The increase in physical environment is related to the increase in depreciation in the current year.

The increase in golf course/restaurant is related to the increase in personal services and general administrative expenses.

**Waterlefe Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2022 and 2021.

Description	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Land and improvements	\$ 4,020,707	\$ 4,020,707	\$ 4,652,792	\$ 4,652,792	\$ 8,673,499	\$ 8,673,499
Improvements other than buildings	14,812	14,812	6,374,622	6,325,344	6,389,434	6,340,156
Right-to-use leased equipment, net	-	-	132,907	246,827 *	132,907	246,827
Infrastructure	10,103,534	10,103,534	-	-	10,103,534	10,103,534
Equipment	126,174	126,174	1,370,604	1,155,882 *	1,496,778	1,282,056
Accumulated depreciation	(8,020,642)	(7,599,203)	(4,510,651)	(4,126,837) *	(12,531,293)	(11,726,040)
Total Capital Assets (Net)	<u>\$ 6,244,585</u>	<u>\$ 6,666,024</u>	<u>\$ 8,020,274</u>	<u>\$ 8,254,008 *</u>	<u>\$ 14,264,859</u>	<u>\$ 14,920,032</u>

\*Restated

The activity for the year consisted of \$421,439 in depreciation for governmental activities. Business-type activities activity for the year was additions of \$264,000 and depreciation of \$383,814.

**General Fund Budgetary Highlights**

Actual expenditures were less than the total budget for expenditures for the year ended September 30, 2022 because repair expenditures were less than anticipated.

There were no amendments to the current year budget.

**Debt Management**

Governmental Activities debt includes the following:

- ◆ In June 2012, the District issued \$3,315,000 Series 2012 Capital Improvement Revenue Refunding Bonds. These bonds were issued to refund and redeem all of the outstanding principal amount of the Series 2001A Capital Improvement Revenue Bonds. The balance outstanding at September 30, 2022 was \$1,825,000.
- ◆ In August 2016, the District issued \$2,555,000 Series 2016 Benefit Special Assessment Revenue Bonds. The bonds were issued to finance a portion of the cost of acquisition and construction of the Project originally associated with the Series 2001 Refunded Bonds. The balance outstanding at September 30, 2022 was \$2,000,000.



**Waterlefe Community Development District  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
For the Year Ended September 30, 2022**

**OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

**Debt Management (Continued)**

Business-type Activities debt includes the following:

**Financed Purchases**

- ◆ In April 2018, the District entered into a financed purchase agreement for golf course maintenance equipment. The agreement was paid off in the current fiscal year.
- ◆ In July 2021, the District entered into a financed purchase agreement for golf course maintenance equipment. The balance outstanding at September 30, 2022 was \$106,351.
- ◆ In April 2022, the District entered into a financed purchase agreement for golf course maintenance equipment. The balance outstanding at September 30, 2022 was \$42,231.
- ◆ In April 2022, the District entered into a financed purchase agreement for golf course maintenance equipment. The balance outstanding at September 30, 2022 was \$37,531.
- ◆ In March 2022, the District entered into a financed purchase agreement for golf course maintenance equipment. The balance outstanding at September 30, 2022 was \$40,791.

**Leases Payable**

- ◆ In October 2019, the District entered into a lease agreement for golf carts. The balance outstanding at September 30, 2022 was \$87,239.
- ◆ In October 2019, the District entered into a lease agreement for GPS units. The balance outstanding at September 30, 2022 was \$32,347.
- ◆ In September 2020, the District entered into a lease agreement for golf carts. The balance outstanding at September 30, 2022 was \$25,858.

**Economic Factors and Next Year's Budget**

Waterlefe Community Development District issued \$3,290,000 Special Assessment Revenue Bonds, Series 2023 in June 2023. The District cannot anticipate the effect on the financial position or results of operations of the District for the year ended September 30, 2023.

**Request for Information**

The financial report is designed to provide a general overview of Waterlefe Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to Waterlefe Community Development District, Accounting Department, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

**Waterlefe Community Development District**  
**STATEMENT OF NET POSITION**  
**September 30, 2022**

	<b>Governmental Activities</b>	<b>Business-type Activities</b>	<b>Total</b>
<b>ASSETS</b>			
Current Assets			
Cash	\$ 305,956	\$ 1,671,454	\$ 1,977,410
Investments	1,348,011	-	1,348,011
Accounts receivable	-	125,961	125,961
Prepaid expenses	32,471	80,785	113,256
Inventories	-	215,630	215,630
Deposits	720	10,848	11,568
Internal balances	147,254	(147,254)	-
Total Current Assets	<u>1,834,412</u>	<u>1,957,424</u>	<u>3,791,836</u>
Non-Current Assets			
Restricted assets			
Investments	298,804	-	298,804
Capital Assets, Not Being Depreciated			
Land and improvements	4,020,707	4,652,792	8,673,499
Capital Assets, Being Depreciated			
Improvements other than buildings	14,812	6,374,622	6,389,434
Infrastructure	10,103,534	-	10,103,534
Equipment	126,174	1,370,604	1,496,778
Right to use leased equipment, net	-	132,907	132,907
Less: accumulated depreciation	<u>(8,020,642)</u>	<u>(4,510,651)</u>	<u>(12,531,293)</u>
Total Non-Current Assets	<u>6,543,389</u>	<u>8,020,274</u>	<u>14,563,663</u>
Total Assets	<u>8,377,801</u>	<u>9,977,698</u>	<u>18,355,499</u>
<b>LIABILITIES</b>			
Current Liabilities			
Accounts payable and accrued expenses	169,383	132,067	301,450
Unearned revenues	-	211,312	211,312
Accrued interest	66,341	-	66,341
Leases payable	-	124,195	124,195
Financed purchases payable	-	68,277	68,277
Bonds payable	280,000	-	280,000
Total Current Liabilities	<u>515,724</u>	<u>535,851</u>	<u>1,051,575</u>
Non-Current Liabilities			
Leases payable	-	21,249	21,249
Financed purchases payable	-	158,627	158,627
Bonds payable, net	3,528,358	-	3,528,358
Total Non-Current Liabilities	<u>3,528,358</u>	<u>179,876</u>	<u>3,708,234</u>
Total Liabilities	<u>4,044,082</u>	<u>715,727</u>	<u>4,759,809</u>
<b>NET POSITION</b>			
Net investment in capital assets	2,608,359	7,660,463	10,268,822
Restricted - debt service	60,331	-	60,331
Unrestricted	1,665,029	1,601,508	3,266,537
Total Net Position	<u>\$ 4,333,719</u>	<u>\$ 9,261,971</u>	<u>\$ 13,595,690</u>

See accompanying notes to financial statements.

**Waterlefe Community Development District**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2022**

<b>Functions/Programs</b>	<b>Expenses</b>	<b>Program Revenues Charges for Services</b>	<b>Net (Expense) Revenues and Changes in Net Position</b>		<b>Total</b>
			<b>Governmental Activities</b>	<b>Business-type Activities</b>	
Governmental Activities					
General government	\$ (247,792)	\$ 261,918	\$ 14,126	\$ -	\$ 14,126
Physical environment	(1,460,709)	1,098,515	(362,194)	-	(362,194)
Interest and other charges	(166,456)	452,656	286,200	-	286,200
Total Governmental Activities	<u>(1,874,957)</u>	<u>1,813,089</u>	<u>(61,868)</u>	<u>-</u>	<u>(61,868)</u>
Business-type Activities					
Golf course/restaurant	<u>(3,251,442)</u>	<u>4,106,392</u>	<u>-</u>	<u>854,950</u>	<u>854,950</u>
Total Primary Government	<u>\$ (5,126,399)</u>	<u>\$ 5,919,481</u>	<u>(61,868)</u>	<u>854,950</u>	<u>793,082</u>
<b>General revenues:</b>					
Miscellaneous revenues			13,601	-	13,601
Investment earnings			6,775	884	7,659
Total General Revenues			<u>20,376</u>	<u>884</u>	<u>21,260</u>
Change in Net Position			(41,492)	855,834	814,342
Net Position - Beginning of year			4,375,211	8,406,137 *	12,781,348
Net Position - End of year			<u>\$ 4,333,719</u>	<u>\$ 9,261,971</u>	<u>\$ 13,595,690</u>

See accompanying notes to financial statements.

**Waterlefe Community Development District**  
**BALANCE SHEET -**  
**GOVERNMENTAL FUNDS**  
**September 30, 2022**

	General	Debt Service	Total Governmental Funds
<b>ASSETS</b>			
Cash	\$ 305,956	\$ -	\$ 305,956
Investments	1,348,011	-	1,348,011
Due from other funds	147,254	-	147,254
Prepaid items	32,471	-	32,471
Deposits	720	-	720
Restricted assets			
Investments, at fair value	-	298,804	298,804
Total Assets	<u>\$ 1,834,412</u>	<u>\$ 298,804</u>	<u>\$ 2,133,216</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>LIABILITIES</b>			
Accounts payable and accrued expenses	<u>\$ 169,383</u>	<u>\$ -</u>	<u>\$ 169,383</u>
<b>FUND BALANCES</b>			
Nonspendable - prepaid expenses/deposits	33,191	-	33,191
Restricted			
Debt service	-	298,804	298,804
Unassigned	<u>1,631,838</u>	<u>-</u>	<u>1,631,838</u>
Total Fund Balances	<u>1,665,029</u>	<u>298,804</u>	<u>1,963,833</u>
 Total Liabilities and Fund Balances	 <u>\$ 1,834,412</u>	 <u>\$ 298,804</u>	 <u>\$ 2,133,216</u>

*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES**  
**TO NET POSITION OF GOVERNMENTAL ACTIVITIES**  
**September 30, 2022**

Total Governmental Fund Balances	\$ 1,963,833
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, land and improvements, \$4,020,707, improvements other than buildings, \$14,812, infrastructure, \$10,103,534, and equipment, \$126,174, net of accumulated depreciation, \$(8,020,642), used in governmental activities are not financial resources and; therefore, are not reported at the fund level.	6,244,585
Long-term liabilities, including bonds payable, \$(3,825,000), net of bond discount \$16,642, are not due and payable in the current period and therefore, are not reported at the fund level.	(3,808,358)
Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.	<u>(66,341)</u>
Net Position of Governmental Activities	<u><u>\$ 4,333,719</u></u>

*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -**  
**GOVERNMENTAL FUNDS**  
**For the Year Ended September 30, 2022**

	General	Debt Service	Total Governmental Funds
REVENUES			
Special assessments	\$ 1,296,892	\$ 452,656	\$ 1,749,548
Charges for services	63,541	-	63,541
Miscellaneous revenues	12,461	-	12,461
Investment earnings	5,497	1,278	6,775
Total Revenues	<u>1,378,391</u>	<u>453,934</u>	<u>1,832,325</u>
EXPENDITURES			
Current			
General government	247,792	-	247,792
Physical environment	1,039,270	-	1,039,270
Debt service			
Principal	-	280,000	280,000
Interest	-	169,546	169,546
Total Expenditures	<u>1,287,062</u>	<u>449,546</u>	<u>1,736,608</u>
Excess of revenues over/(under) expenditures	<u>91,329</u>	<u>4,388</u>	<u>95,717</u>
Other Financing Sources/(Uses)			
Insurance proceeds	<u>1,140</u>	<u>-</u>	<u>1,140</u>
Net change in fund balances	92,469	4,388	96,857
Fund Balances - Beginning of year	<u>1,572,560</u>	<u>294,416</u>	<u>1,866,976</u>
Fund Balances - End of year	<u><u>\$ 1,665,029</u></u>	<u><u>\$ 298,804</u></u>	<u><u>\$ 1,963,833</u></u>

*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE**  
**STATEMENT OF ACTIVITIES**  
**For the Year Ended September 30, 2022**

Net Change in Fund Balances - Total Governmental Funds	\$ 96,857
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Amounts reported for governmental activities in the Statement of Activities are different because:

Governmental funds report capital outlays as expenditures; however, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of depreciation in the current period.	(421,439)
--	-----------

Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	280,000
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Amortization of bond discount does not require the use of current financial resources and therefore, is not reported at the fund level. This is the amount of amortization in the current period.	(1,939)
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In the Statement of Activities, interest is accrued on outstanding bonds, whereas in governmental funds, interest expenditures are reported when due. This is the net amount between the prior year and the current year accruals.	<u>5,029</u>
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Change in Net Position of Governmental Activities	<u><u>\$ (41,492)</u></u>
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*See accompanying notes to financial statements.*



**Waterlefe Community Development District**  
**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN**  
**FUND BALANCES - BUDGET AND ACTUAL - GENERAL FUND**  
**For the Year Ended September 30, 2022**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual</b>	<b>Variance with Final Budget Positive (Negative)</b>
Revenues				
Special assessments	\$1,283,917	\$1,283,917	\$ 1,296,892	\$ 12,975
Charges for services	63,454	63,454	63,541	87
Miscellaneous revenues	7,500	7,500	12,461	4,961
Investment earnings	-	-	5,497	5,497
Total Revenues	<u>1,354,871</u>	<u>1,354,871</u>	<u>1,378,391</u>	<u>23,520</u>
Expenditures				
Current				
General government	223,586	223,586	247,792	(24,206)
Physical environment	1,192,175	1,192,175	1,039,270	152,905
Capital outlay	<u>150,819</u>	<u>150,819</u>	<u>-</u>	<u>150,819</u>
Total Expenditures	<u>1,566,580</u>	<u>1,566,580</u>	<u>1,287,062</u>	<u>279,518</u>
Excess of revenues over/(under) expenditures	<u>(211,709)</u>	<u>(211,709)</u>	<u>91,329</u>	<u>303,038</u>
Other Financing Sources/(Uses)				
Insurance proceeds	<u>-</u>	<u>-</u>	<u>1,140</u>	<u>1,140</u>
Net change in fund balances	(211,709)	(211,709)	92,469	304,178
Fund Balances - Beginning of year	<u>211,709</u>	<u>211,709</u>	<u>1,572,560</u>	<u>1,360,851</u>
Fund Balances - End of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,665,029</u>	<u>\$ 1,665,029</u>

*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**STATEMENT OF FUND NET POSITION – ENTERPRISE FUND**  
**September 30, 2022**

**ASSETS**

**Current Assets**

Cash and equivalents	\$ 1,671,454
Accounts receivable	125,961
Prepaid expenses	80,785
Inventories	215,630
Deposits	10,848
Total Current Assets	<u>2,104,678</u>

**Non-Current Assets**

Land	4,652,792
Improvements other than buildings	6,374,622
Equipment	1,370,604
Right-to-use leased equipment, net	132,907
Less: Accumulated depreciation	(4,510,651)
Total Non-Current Assets	<u>8,020,274</u>
Total Assets	<u>10,124,952</u>

**LIABILITIES**

**Current Liabilities**

Accounts payable and accrued expenses	132,067
Due to other funds	147,254
Leases payable	124,195
Financed purchases payable	68,277
Unearned revenues	211,312
Total Current Liabilities	<u>683,105</u>

**Non-Current Liabilities**

Leases payable	21,249
Financed purchases payable	158,627
Total Non-Current Liabilities	<u>179,876</u>
Total Liabilities	<u>862,981</u>

**NET POSITION**

Net investment in capital assets	7,660,463
Unrestricted	<u>1,601,508</u>
Total Net Position	<u>\$ 9,261,971</u>

*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**STATEMENT OF REVENUES, EXPENSES AND CHANGES**  
**IN FUND NET POSITION – ENTERPRISE FUND**  
**For the Year Ended September 30, 2022**

**Operating Revenues:**

Charges for services	\$ 4,076,172
Miscellaneous revenues	30,220
Total Operating Revenues	<u>4,106,392</u>

**Operating Expenses:**

Personal services	1,258,690
General administrative	314,289
Supplies and expenses	589,765
Repairs and maintenance	448,734
Utilities	78,573
Rent and lease expense	45,592
Depreciation/amortization	497,734
Total Operating Expenses	<u>3,233,377</u>

Operating Income/(Loss)	<u>873,015</u>
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**Non-operating Revenues/(Expenses)**

Investment income	884
Interest and other charges	<u>(18,065)</u>
Total Non-operating Revenues/(Expenses)	<u>(17,181)</u>

Change in Net Position	855,834
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Net Position - October 1, 2021, Restated	<u>8,406,137</u>
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Net Position - September 30, 2022	<u><u>\$ 9,261,971</u></u>
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*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**STATEMENT OF CASH FLOWS – ENTERPRISE FUND**  
**For the Year Ended September 30, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from customers	\$ 4,054,334
Receipts from other sources	30,220
Payments to suppliers for goods and services	(1,525,485)
Payments to employees for services	(1,258,690)
Net Cash Provided by Operating Activities	<u>1,300,379</u>

**CASH FLOWS FROM CAPITAL ACTIVITIES AND RELATED FINANCING**

Purchases of capital assets	(264,000)
Principal payments on financed purchases	(55,731)
Interest payments	(18,065)
Net Cash (Used) by Capital and Related Financing Activities	<u>(337,796)</u>

**CASH FLOWS FROM INVESTING ACTIVITIES**

Interest on cash and investments	<u>884</u>
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Net increase in cash and cash equivalents 963,467

Cash and equivalents - October 1, 2021 707,987

Cash and equivalents - September 30, 2022 \$ 1,671,454

**RECONCILIATION OF OPERATING INCOME TO NET**

**CASH PROVIDED BY OPERATING ACTIVITIES**

Operating income/(loss)	\$ 873,015
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation/amortization expense	497,734
Decrease in accounts receivable	496
Increase in prepaid expenses	(4,521)
Increase in inventories	(42,801)
Increase in accounts payable and accrued expenses	59,780
Decrease in due to other funds	(60,990)
Decrease in unearned revenues	<u>(22,334)</u>
Net Cash Used by Operating Activities	<u><u>\$ 1,300,379</u></u>

*See accompanying notes to financial statements.*

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The financial statements of Waterlefe Community Development District (the "District") have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

**1. Reporting Entity**

The District was established on October 24, 2000 by Ordinance 00-55 of the Board of County Commissioners of Manatee County, Florida. The District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is governed by a five-member Board of Supervisors. The Supervisors are elected on an at-large basis by qualified voters residing within the District. The District operates within the criteria established by Chapter 190, Florida Statutes. The Board has the responsibility for allocating and levying assessments, approving budgets, exercising control over facilities and properties, controlling the use of funds generated by the District, approving the hiring and firing of key personnel, and financing improvements.

The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility. Oversight responsibility includes, but is not limited to, financial interdependency, designation of management, significant ability to influence operations and accountability for fiscal matters. As required by GAAP, these financial statements present the Waterlefe Community Development District, (the primary government) as a stand-alone government.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, the District has identified no component units.

**2. Measurement Focus and Basis of Accounting**

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**a. Government-wide Financial Statements**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

**b. Fund Financial Statements**

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds**

The District has implemented the Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

**Nonspendable Fund Balance** – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

**Restricted Fund Balance** – This classification includes amounts that can be spent only for specific purposes stipulated by the state constitution, external resource providers, or through enabling legislation.

**Assigned Fund Balance** – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

**Unassigned Fund Balance** – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

**Fund Balance Spending Hierarchy** – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.



**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of “available spendable resources”. Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

**Enterprise Funds**

In the fund financial statements, the enterprise fund is presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, enterprise funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or non-current) associated with their activity are included on their balance sheets. Enterprise fund type operating statements present increases (revenues) and decreases (expenses) in total net position.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**2. Measurement Focus and Basis of Accounting (Continued)**

**b. Fund Financial Statements (Continued)**

**Enterprise Funds (Continued)**

Enterprise fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Non-operating revenues, such as investment earnings, result from non-exchange transactions or ancillary activities. Amounts paid to acquire capital assets are capitalized as assets in the fund financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as a liability in the fund financial statements, rather than as other financing sources.

Amounts paid to reduce long-term indebtedness are reported as a reduction of the related liabilities, rather than as an expense.

**3. Basis of Presentation**

**a. Governmental Major Funds**

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Debt Service Fund – The Debt Service Fund accounts for debt service requirements to retire certain capital improvement revenue bonds which were used to finance the construction of District infrastructure improvements and finance certain additional improvements. The bond series is secured by a pledge of debt service special assessment revenues in any fiscal year related to the improvements. A lien is placed on all benefited land in relationship to the debt outstanding.

**b. Enterprise Funds**

Golf Course/Restaurant Fund – The Golf Course/Restaurant Fund accounts for the operations of the golf course/restaurant operations, which are funded by proceeds from operations of these facilities, including greens fees, cart fees, trail fees and food and beverage sales.

**c. Non-current Governmental Assets/Liabilities**

GASB Statement 34 requires that non-current governmental assets, such as land and buildings, and non-current governmental liabilities, such as special assessment bonds, be reported in the governmental activities column in the government-wide Statement of Net Position.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity**

**a. Cash and Investments**

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;
2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

**b. Receivables and Payables**

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported as "internal balances".

**c. Net Position**

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted, or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's bond covenants and other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)**

**d. Capital Assets**

Capital assets, which include land and improvements, infrastructure, improvements other than buildings, and equipment, are reported in the applicable governmental or business-type activities columns.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method over the assets' estimated useful lives as follows:

Infrastructure	10-25 years
Improvements other than buildings	15-35 years
Equipment	3-10 years

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity (Continued)**

**e. Leases**

The District determines if an arrangement is a lease at inception. Lessee arrangements for governmental funds are included as right-to-use lease assets and lease liabilities in the Statement of Net Position, however, these leases are not reflected in the fund financial statements since they are not payable from available resources. Lessee arrangements for proprietary funds are included as right-to-use lease assets and lease liabilities in the Statement of Net Position.

Payment for short-term leases with a lease term of twelve months or less are recognized as expenses as incurred. The District has a \$25,000 threshold, for total lease payments, for leases subject to GASB 87. Short-term leases and leases under the threshold are not included as lease liabilities or right-to-use lease assets on the Statement of Net Position. The right-to-use assets are amortized on a straight-line basis over the terms of the related leases.

**Governmental Accounting Standards Board Statement No. 87**

The District implemented GASB Statement No. 87, Leases, which changes the accounting and financial reporting for leases. GASB Statement No. 87 defines a lease as a contract that conveys the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction. Under GASB Statement No. 87, leases other than short-term leases, defined as having a maximum possible term of twelve months or less, are required to be recognized on the Statement of Net Position in the financial statements of the District. A lessee should recognize a lease liability and an intangible right-to-use leased asset, and a lessor should recognize a lease receivable and a deferred inflow of resources.

For one year look back at the implementation, October 1, 2020, the District, as lessee under the business-type activities, recognized a lease liability of \$368,425 along with corresponding right-to-use lease assets of \$360,747.

**f. Budgets**

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget variance columns of the accompanying financial statements may occur.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2022, the District's bank balance was \$2,133,910 and the carrying value was \$1,977,410. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

Investments

As of September 30, 2022, the District had the following investments and maturities:

<u>Investment</u>	<u>Maturity</u>	<u>Fair Value</u>
First American Treasury Obligation	9 days*	\$ 202,704
First American Government Obligation	18 days*	96,100
Florida PRIME	21 days*	277
Florida CLASS	26 days*	1,347,734
Total		<u>\$1,646,815</u>

\*Maturity is a weighted maturity.

The District categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most realizable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtained quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that uses the best information available under the circumstances which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments in First American Treasury Obligation and First American Government Obligation are Level 1 assets.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE B – CASH AND INVESTMENTS (CONTINUED)**

The District's investment policy allows management to invest funds in investments permitted under Section 218.415, Florida Statutes. The investment in Florida PRIME is measured at amortized cost. Florida PRIME has established policies and guidelines regarding participant transactions and the authority to limit or restrict withdrawals or impose a penalty for an early withdrawal. As of September 30, 2022, there were no redemption fees, maximum transaction amounts, or any other requirement that would limit daily access to 100 percent of the account value.

Interest Rate Risk

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2022, the District's investment in First American Treasury Obligation, First American Government Obligation, Florida CLASS, and Florida PRIME were rated AAAM by Standard & Poor's.

Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The investments in First American Treasury Obligation Fund are about 12% of the District's total investments. The investments in First American Government Obligation Fund are about 6% of the District's total investments. The investments in Florida PRIME are less than 1% of the District's total investments. The investments in Florida CLASS are about 82% of the District's total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2022 were typical of these items during the fiscal year then ended. The District considers any decline in fair value for certain investments to be temporary.



**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE C – SPECIAL ASSESSMENT REVENUES**

Assessments are non-ad valorem assessments imposed on assessable lands located within the District. Assessments may be levied on property to pay for the operation and maintenance of the District, as well as to pay for debt service on the District's Bonds. The fiscal year for which annual assessments may be levied begins October 1 with discounts available for payments through February 28 and become delinquent on April 1. For debt service assessments, amounts collected as advance payments are used to prepay a portion of the Bonds outstanding. Otherwise, assessments are collected annually to provide funds for the debt service on the portion of the Bonds which are not paid with prepaid assessments.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

**NOTE D – CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2022 was as follows:

	October 1, 2021	Additions	Disposals	September 30, 2022
<u>Governmental Activities:</u>				
Capital assets, not being depreciated				
Land and improvements	\$ 4,020,707	\$ -	\$ -	\$ 4,020,707
Capital assets, being depreciated:				
Improvements other than buildings	14,812	-	-	14,812
Infrastructure	10,103,534	-	-	10,103,534
Equipment	126,174	-	-	126,174
Total Capital Assets Being Depreciated	<u>10,244,520</u>	<u>-</u>	<u>-</u>	<u>10,244,520</u>
Less accumulated depreciation for:				
Improvements other than buildings	(6,419)	(592)	-	(7,011)
Infrastructure	(7,516,478)	(407,553)	-	(7,924,031)
Equipment	(76,306)	(13,294)	-	(89,600)
Total accumulated depreciation	<u>(7,599,203)</u>	<u>(421,439)</u>	<u>-</u>	<u>(8,020,642)</u>
Capital Assets Being Depreciated, net	<u>2,645,317</u>	<u>(421,439)</u>	<u>-</u>	<u>2,223,878</u>
Governmental Activities Capital Assets, net	<u>\$ 6,666,024</u>	<u>\$ (421,439)</u>	<u>\$ -</u>	<u>\$ 6,244,585</u>

Depreciation of \$421,439 was charged to physical environment.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE D – CAPITAL ASSETS (CONTINUED)**

	October 1, 2021	Additions	Disposals	September 30, 2022
<u>Business-type Activities:</u>				
Capital assets, not being depreciated				
Land and improvements	\$ 4,652,792	\$ -	\$ -	\$ 4,652,792
Capital assets, being depreciated:				
Improvements other than buildings	6,325,344	49,278	-	6,374,622
Equipment	1,155,882	214,722	-	1,370,604
Total Capital Assets Being Depreciated	7,481,226	264,000	-	7,745,226
Less accumulated depreciation	(4,126,837)	(383,814)	-	(4,510,651)
Capital Assets Being Depreciated, net	3,354,389	(119,814)	-	3,234,575
Business-type Activities Capital Assets, net	<u>\$ 8,007,181</u>	<u>\$ (119,814)</u>	<u>\$ -</u>	<u>\$ 7,887,367</u>

Depreciation of \$383,814 was charged to golf course/restaurant.

**NOTE E – LONG-TERM DEBT**

Governmental Activities

The following is a summary of activity for long-term debt of the District for the year ended September 30, 2022:

Long-term debt at October 1, 2021	\$ 4,105,000
Principal payments	(280,000)
Long-term debt at September 30, 2022	\$ 3,825,000
Bond discount, net	(16,642)
Bonds Payable, Net at September 30, 2022	<u>\$ 3,808,358</u>

District debt is comprised of the following at September 30, 2022:

**Capital Improvement Revenue Refunding Bonds**

\$3,315,000 Series 2012 Capital Improvement Revenue Refunding Bonds due in annual principal installments beginning May 2013 and maturing in May 1, 2031. Interest ranging from 2.20 to 4.875% is due May and November beginning November 2012. Current portion is \$165,000.

\$ 1,825,000

**Benefit Special Assessment Revenue Bonds**

\$2,555,000 Series 2016 Benefit Special Assessment Revenue Bonds due in annual principal installments beginning May 2018 and maturing May 1, 2036. Interest at 3.50% is due May and November beginning May 2017. Current portion is \$115,000.

\$ 2,000,000

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE E – LONG-TERM DEBT (CONTINUED)**

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2022 are as follows:

Year Ending September 30,	Principal	Interest	Total
2023	\$ 280,000	\$ 158,636	\$ 438,636
2024	295,000	147,312	442,312
2025	305,000	134,558	439,558
2026	315,000	121,512	436,512
2027	330,000	108,051	438,051
2028-2032	1,635,000	310,994	1,945,994
2033-2036	665,000	59,100	724,100
Totals	<u>\$ 3,825,000</u>	<u>\$ 1,040,163</u>	<u>\$ 4,865,163</u>

Summary of Significant Bond Resolution Terms and Covenants

The Series 2012 and Series 2016 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, at a price equal to the par amount of the respective outstanding Bonds thereof, together with accrued interest to the date of redemption. The Series 2012 and Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture establishes certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements.

Depository Funds

The bond resolutions establishes certain funds and determines the order in which revenues are to be deposited into these funds. A description of the significant funds, including their purposes, is as follows:

Reserve Funds – The Series 2012 Reserve Account was funded from the proceeds of the Series 2012 Bonds in an amount equal to 50% of the maximum annual debt service for the Series 2012 Bonds. The Series 2016 Reserve Account was funded from the proceeds of the Series 2016 Bonds in an amount equal to 25% of the maximum annual debt service for the Series 2016 Bonds. Monies held in the reserve accounts will be used only for the purposes established in the Trust Indenture.

The following is a schedule of required reserve balances as of September 30, 2022:

	Reserve Balance	Reserve Requirement
Benefit Special Assessment Bonds, Series 2016	\$ 45,796	\$ 46,232
Capital Improvement Revenue Refunding Bonds, Series 2012	\$ 126,336	\$ 126,336

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE F – FINANCED PURCHASES**

Business-type Activities

**PNC Maintenance Equipment Lease 213391000**

During the year ended September 30, 2018, the District entered into a financed purchase agreement for certain golf course maintenance equipment. The agreement has an end of finance purchase option which qualifies it as a financed purchase. This agreement was paid off during the current fiscal year.

**PNC Toro Groundmasters Equipment Lease 98978922-6**

During the year ended September 30, 2022, the District entered into a financed purchase agreement for certain golf course maintenance equipment. The agreement has an end of finance purchase option which qualifies it as a financed purchase; therefore, the asset has been recorded at the present value of future minimum payments.

**PNC Toro Sand Pros Equipment Lease 98978922-3**

During the year ended September 30, 2022, the District entered into a financed purchase agreement for certain golf course maintenance equipment. The agreement has an end of finance purchase option which qualifies it as a financed purchase; therefore, the asset has been recorded at the present value of future minimum payments.

**Wells Fargo John Deere Mowers Equipment Lease 603-0252915-000**

During the year ended September 30, 2021, the District entered into a financed purchase agreement for certain golf course maintenance equipment. The agreement has an end of finance purchase option which qualifies it as a financed purchase; therefore, the asset has been recorded at the present value of future minimum payments.

**PNC Greens Roller Equipment Lease 98978922-5**

During the year ended September 30, 2022, the District entered into a financed purchase agreement for certain golf course maintenance equipment. The agreement has an end of finance purchase option which qualifies it as a financed purchase; therefore, the asset has been recorded at the present value of future minimum payments.

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE F – FINANCED PURCHASE (CONTINUED)**

The annual requirements to amortize the principal and interest of the financed purchases as of September 30, 2022 were as follows:

<b>Year Ending September 30,</b>	<b>Amount</b>
2023	\$ 79,548
2024	113,540
2025	44,312
2026	9,949
Total minimum lease payments	247,349
Less: amount representing interest	(20,445)
Present value of minimum lease payments	<u>\$ 226,904</u>

**NOTE G – LEASES**

Business-type Activities

The District entered into agreements to lease certain equipment. The agreements qualify as leases under GASB 87 and, therefore, have been recorded at the present value of future minimum lease payments as of the date of their inception. In addition, in accordance with the implementation of GASB 87, the District has recorded right-to-use assets for leased equipment.

The first agreement was executed in October 2019, to lease certain golf carts and requires 48 monthly payments of \$6,408. The lease liability was measured at a discount rate of 4.5%, which is the District's incremental borrowing rate. As a result of the lease, the District reported a right-to-use asset with a net book value of \$82,269 at September 30, 2022.

The second agreement was executed October 2019, to lease GPS units and requires 24 monthly payments of \$1,675.44 and 24 monthly payments of \$2,376. The lease liability was measured at a discount rate of 4.5%, which is the District's incremental borrowing rate. As a result of the lease, the District reported a right to use asset with a net book value of \$25,805 at September 30, 2022.

The third agreement was executed in September 2020, to lease golf carts and requires 38 monthly payments of \$1,899.36. The lease liability is measured at a discount rate of 4.5%, which is the District's incremental borrowing rate. As a result of the lease, the District reported a right-to-use asset with a net book value of \$24,833 at September 30, 2022.

The future minimum payments under these lease agreements and the present value of the minimum payments as of September 30, 2022, were as follows:

<b>Year Ending September 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2023	\$ 124,196	\$ 4,004	\$ 128,200
2024	21,248	120	21,368
Totals	<u>\$ 145,444</u>	<u>\$ 4,124</u>	<u>\$ 149,568</u>

**Waterlefe Community Development District**  
**NOTES TO FINANCIAL STATEMENTS**  
**September 30, 2022**

**NOTE H – INTERFUND BALANCES**

Interfund balances at September 30, 2022, consisted for the following:

<u>Receivable Fund</u>	<u>Payable Fund</u>
General Fund	Enterprise Fund
	\$ 147,254

Balances due from the Enterprise Fund are related primarily to payments made by the General Fund on behalf of the Enterprise Fund not yet remitted back to the General Fund as of year-end.

**NOTE I – RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There have been no insurance claims in the past three years.

**NOTE J – RESTATEMENT OF NET POSITION**

Business-type Activities/ Enterprise Fund

Net position for Business-type activities was restated at October 1, 2021, to properly reflect the implementation of a new accounting standard and the correction of an error.

Net Positon October 1, 2021, as previously reported	\$ 8,425,709
Decrease in capital assets, net	(340,143)
Increase in right-of-use assets, net	246,827
Decrease in capital leases	501,823
Increase in financed purchases	(165,287)
Increase in lease liability	(262,792)
Net Position October 1, 2021, Restated	<u>\$ 8,406,137</u>

**NOTE K – SUBSEQUENT EVENT**

In June 2023, the District issued \$3,290,000 Special Assessment Revenue Bonds, Series 2023 to finance a portion of the cost of acquisition and construction of the 2023 Project.



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## **INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Waterlefe Community Development District  
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Waterlefe Community Development District, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated August 10, 2023.

### **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Waterlefe Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Waterlefe Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Waterlefe Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.





To the Board of Supervisors  
Waterlefe Community Development District

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Waterlefe Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

August 10, 2023



# Berger, Toombs, Elam, Gaines & Frank

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## MANAGEMENT LETTER

To the Board of Supervisors  
Waterlefe Community Development District  
Manatee County, Florida

### Report on the Financial Statements

We have audited the financial statements of the Waterlefe Community Development District as of and for the year ended September 30, 2022, and have issued our report thereon dated August 10, 2023.

### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

### Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated August 10, 2023, should be considered in conjunction with this management letter.

### Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding audit.



To the Board of Supervisors  
Waterlefe Community Development District

### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Waterlefe Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Waterlefe Community Development District did not meet one of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2022 for the Waterlefe Community Development District. It is management's responsibility to monitor the Waterlefe Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Waterlefe Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: 0
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 14
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: \$0
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$35,636
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2021, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: There were no amendments to the FY 2022 budget.



To the Board of Supervisors  
Waterlefe Community Development District

As required by Section 218.39(3)(c) and Section 218.32(1)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Waterlefe Community Development District reported:

- 1) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$2,347.77 and Debt Service \$281.39 - \$3,369.81.
- 2) The amount of special assessments collected by or on behalf of the District: \$1,749,548.
- 3) The total amount of outstanding bonds issued by the District and the terms of such bonds: \$1,825,000 Series 2012 Bonds outstanding, maturing in May 2031 and Series 2016 bonds, \$2,000,000 outstanding, maturing in 2036.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

August 10, 2023



**Berger, Toombs, Elam,  
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**INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH  
SECTION 218.415, FLORIDA STATUTES**

To the Board of Supervisors  
Waterlefe Community Development District  
Manatee County, Florida

We have examined Waterlefe Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2022. Management is responsible for Waterlefe Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Waterlefe Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Waterlefe Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Waterlefe Community Development District's compliance with the specified requirements.

In our opinion, Waterlefe Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2022.

*Berger Toombs Elam  
Gaines & Frank*

Berger, Toombs, Elam, Gaines & Frank  
Certified Public Accountants PL  
Fort Pierce, Florida

August 10, 2023

## Tab 14

# LANDSCAPE COMMITTEE MEETING MINUTES

June 2, 2023

I. The meeting was called to order at 2:02 p.m. in the Lefe Room. A quorum was established with the attendance of committee members Becky Kutska, Dona Lasseter, Angela Potter, and Nancy Rechcigl. Also, in attendance were CDD Liaison, Tom Tosi; Rizzetta Field Services Manager, John Toborg; ArtisTree Account Executive, Tim Drumgool; General Manager, Steve Dietz; and Executive Assistant, Mary Paige Huisman.

## II. PUBLIC COMMENTS

- A. No members of the public were present.
- B. Restoration Terrace cul-de-sac resident Michael Taylor pruned the firebush because, once again, it had grown too tall to be safe. It was noted that ArtisTree did arrive later and trimmed the sides, removing all blooms. Nancy recommended cutting these shrubs back severely and letting them grow to three feet so that we have some color.
- C. A resident complained about the abundant weeds at the Winding Stream entrance.
- D. A resident complained about mold on the columns at the Winding Stream entrance.
- E. A resident on Portside Terrace east of Mossy Branch complained about the Sweet Viburnum hedge that has some bare areas. John Toborg mentioned this in item #25 of his Landscape Inspection Report dated May 26, 2023.
- F. A resident complained that areas of the wall bordering the Medallion tract is beginning to look bad. Steve will have our civil engineer look at it the next time he is on property.

## III. Business Administration

- A. After reviewing the draft of the May 2023 minutes and unanimous approval of suggested changes, Dona moved to approve the minutes, seconded by Becky, and unanimously approved.
- B. Review of Steve's Landscape Financial Forecast revealed we are on track for the 2022-2023 fiscal year, even with the addition of a few more plants to the Winding Stream berm recommended by Nancy and estimated at \$200. Tim will submit proposal.

## IV. Business Items

- A. No suggestions for a new committee member were presented. Members were encouraged to continue the search.
- B. Changing the meeting schedule to allow ArtisTree time to submit a meaningful response to the Landscape Inspection Report was again discussed. John Toborg will check his schedule to see if he can accommodate this request. We are reminded that John has a full complement of clients and this change will take time.
- C. Members were asked to email Mary Paige with a list of ten projects to be considered for the 2023-2024 fiscal year. Possibilities mentioned today include pruning the oak trees overhanging Winding Stream and pruning the Hong Kong Orchid Trees along Upper Manatee River Road (UMRR).
- D. The Bird Island project has been completed as stipulated in the contract with White Diamond. However, an adjacent resident is unhappy with the undergrowth that remains. Options were discussed. A decision was not made.

## V. Staff Reports

- A. Field Inspection Report: For full details, please see the Waterlefe Landscape Inspection Report dated May 26, 2023. Issues specifically discussed at this meeting include:
  - 1. Irrigation (Given the longstanding inadequacies in this department and significant lack of detail on the irrigation reports compared to another area managed by ArtisTree under



separate contract, ArtisTree's continued obvious lack of attention to our irrigation system is very frustrating.)

- a. Some irrigation controller boxes are still being left open and some still do not have the correct batteries. (See photos on pages 14 and 15) They must be kept closed. Per Tim, ArtisTree is having trouble sourcing the batteries. (General Issues)
  - b. ArtisTree was asked to submit a wet check report for UMRR as some of the Simpson Stopper shrubs are not thriving. (Item #2)
  - c. Irrigation at golf cart crossing between 3 and 4 is inadequate and felt to be contributing to the continual underperformance of annuals in this area. (Item #3)
  - d. Irrigation in WLB median between guardhouse and UMRR is not functioning properly. (Item #6)
  - e. All irrigation controllers and rain shut-off devices must always be kept clear of plant material to function properly. (Items #38 and #61)
  - f. Annuals adjacent to cart crossing between 1 and 2 do not flourish, likely due to irrigation. (Item #49)
  - g. Annuals in beds adjacent to golf cart crossing between aqua-range and 10 do not flourish and need better irrigation coverage. (Item #53)
2. Turf
- a. Areas of replacement turf on Conch Shell (west) have died due to inadequate irrigation. (Item #14)
  - b. Spots of dead turf in sideyard tract of northernmost home on the east side of Foggy Morn were caused by ArtisTree's delay in repairing the irrigation controller and should be replaced at ArtisTree's expense. (Item #28)
  - c. Areas of turf in River Basin cul-de-sac are still in serious decline. Has ArtisTree addressed yet? (Item #33)
  - d. Patch of dead turf in Discovery (inbound) cul-de-sac reported seven months ago is not due to irrigation and is to be cut out and replaced. (Item #47)
3. Shrubs and Trees
- a. Crape Myrtle on the outbound side of Waterlefe Boulevard (WLB) near the guardhouse that ArtisTree said last month would be replaced "on this month's service" still has not been replaced. (Item #5)
  - b. Though scheduled to be addressed on the same day as the palm in the Sand Crane (south) cul-de-sac, the palm in Day Lily cul-de-sac still has not been trimmed of its brown petticoat of dead fronds. (Item #24)
  - c. There are still bare areas in the Sweet Viburnum along the wall behind 9604 Portside Terrace. John believes continuing to "top" this hedge combined with selective interior pruning will promote lateral growth and fill in the bare areas, and he would like to try this approach before starting over from scratch. (Item #25)
  - d. A large dead limb remains in the Tree Ligustrum outside the Winding Stream gate. (Item #70)
4. Cleanup
- a. A small area adjacent to the bed adjacent to the inbound lane outside the Mossy Branch gate remains overgrown after Medallion "bush hogged" the area. (Item #1)
  - b. The area of irrigation repair on Conch Shell has still not been returned to its original condition. (Item #13)
  - c. Overgrowth from the wetland west of Sand Crane said to be scheduled to be cut back "the week of the 15<sup>th</sup>" remains untouched and has worsened. (Item #21)

- d. Weeds in the lower bed and on the retaining wall adjacent to the marina at the intersection of Winding Steam and Fish Hook still have not been addressed. (Item #56)

5. Proposal

The large patch of turf on the back side of Sand Crane (outbound) cul-de-sac is still dead. This has been reported for months. (Proposal #2)

B. ArtisTree Report: In addition to Tim's participation elsewhere,

1. The Crinum Lily plants were treated with insecticide last week. Dona asked that annuals also be treated. Per Nancy, a systemic product may provide better results.
2. Fertilizer was applied as scheduled.
3. The next rotation of annuals is scheduled for July 12. This will be a summer mix.
4. Tim has relayed our concerns about the irrigation issues, but he has no authority over that department.

C. Enhancement Project Updates: See Section IV.C.

VI. Liaison Comments: In addition to his participation throughout, Tom reassured us that, in spite of the golf club renovations, the CDD Board is supportive of the committee's endeavors, and he will continue to champion our efforts to keep Waterlefe beautiful.

VII. Adjournment: On motion by Angela seconded by Becky and with unanimous approval, this meeting was adjourned at 4:32 p.m.

06/29/2023/ahp

## **Tab 15**

Waterlefe Community Development District  
Golf Committee Minutes  
June 15<sup>th</sup>, 2023

**Present:** Ted Cole, Tony Maddaloni, Barbie Brand, Don Snowden, Scott Smith, Bill Vernal, and Bruce Ambrose

**A quorum was established.**

**Absent:** Joel Ambrose, Bonnie Tyler, and Bob Buchanan

**Other Attendees:** Steve Dietz (CDD GM & Golf Club GM), Mark Trotter (Director of Golf), Mary Paige Huisman (Executive Assistant) and Chris Noll (Golf Course Superintendent)

**Call to Order:** Meeting was called to order @ 12:05pm by Mr. Dietz

**Public Comments:** No Report.

**Business Administration:**

**Consideration of the Meeting Minutes from April 13th, 2023:**

- There was a motion by T. Maddaloni to accept the minutes with a second by B. Buchanan; this was unanimously approved.

**Financial Review:**

- April finalized financials were reported on. It was noted these numbers reflect the closure of the course for renovations and some member only days.
- May and June preliminary financials were reported on with the course being fully closed and the Grille Room open.

**Business Items:** Steve presented the proposed budget for FY 23-24. The budget was based on actual numbers from the past 12 months while also reflecting growth. The committee discussed different items of the budget to include, round counts, membership, dues and fees, and each department. After discussion there was a motion to approve this budget and submit it to the CDD board for their initial review by B. Ambrose with a second by T. Cole. This motion carried.

**Staff Reports:**

**Golf Course Maintenance:**

- Chris updated on the course renovations. All holes except for 5 had been sprigged, looking good and pushing growth. Chris reported staff may start mowing the greens in the next couple of weeks. The committee also discussed the plans for hole #9 with staff. Chris and Mark also reported on the recent project on the driving range.

**Marketing Report:**

- Staff gave a brief update on the current membership count. Marketing has slowed down during construction but is expected to pick back up in September before reopening the course.

**Pro Shop:**

- Mark updated that staff is currently getting everything packed up and organized for the upcoming move to the cart barn. Mark reported on recent staffing changes to include looking for a new

Waterlefe Community Development District  
Golf Committee Minutes  
June 15<sup>th</sup>, 2023

assistant professional once season arrives. There was committee discussion on how reciprocals have been going through summer so far, including hosting men's and ladies' days every other week at different clubs.

**Grille Room:**

- Staff reported on the Grille Room during closures. They are also getting packed and organized for the upcoming closure

**Fact Finding Subcommittee:**

- Steve updated the committee on the status of the building renovation and the project to add restrooms onto the cart barn.

**Operations Subcommittee:**

- No Report.

**Communications:**

- No Report.

**WMGA:**

- No Report.

**WWGA:**

- No Report.

**Liaison Comments:**

- No Report

**Adjournment:**

- B. Vernal motioned for adjournment; S. Smith seconded. It was moved to adjourn the meeting @ 1:33PM.

## **Tab 16**

**MINUTES OF MEETING**

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**WATERLEFE  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Waterlefe Community Development District was held on **Monday, July 24, 2023, at 2:01 p.m.** at the Waterlefe River Club, located at 995 Fish Hook Cove, Bradenton, FL 34212

Present and constituting a quorum were:

Ken Bumgarner	<b>Board Supervisor, Chair</b>
Tom Tosi	<b>Board Supervisor, Assistant Secretary</b>
Richard Carroll	<b>Board Supervisor, Assistant Secretary</b>
Sydney Xinos	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

Matthew Huber	<b>Regional District Manager, Rizzetta &amp; Company, Inc.</b>
Ruben Durand	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Rick Schappacher	<b>District Engineer, Schappacher Eng.</b>
Steve Dietz	<b>General Manager, Waterlefe Golf Club</b>
Mary Paige Huisman	<b>Representative, Waterlefe Golf Club</b>
Tim Drumgool	<b>Representative, ArtisTree</b>
Scott Laballister	<b>Representative, Solitude</b>
Daniel Lewis	<b>District Counsel, Persson, Cohen &amp; Mooney, P.A.</b>

Audience	<b>Present</b>
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**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Huber called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Barb Lee made comments on the weeds in the cracks and gutter. Ms. Lee is requesting landscape to take care of this.

On a motion by Mr. Bumgarner, seconded by Mr. Carrol the Board of Supervisors unanimously approved to allow Mr. Tosi to participate and vote electronically, for the Waterlefe Community Development District.
--

**THIRD ORDER OF BUSINESS**

**Aquatic Maintenance Report  
and Update**

**1. Presentation of Waterway Inspection Report**

Mr. Laballister presented the Waterway Inspection Report to the Board.

**2. Presentation of Pond 18 Quarterly Nutrient Abatement Application**

Mr. Laballister presented the Pond 18 Quarterly Nutrient Abatement Application.

**FOURTH ORDER OF BUSINESS**

**Landscape and  
Irrigation Update**

**1. Landscape Committee Update**

No meeting, no update.

**2. Field Inspection Report**

Mr. Toborg presented the Field Inspection Report to the Board.

**3. Landscape Contractor Report**

Mr. Drumgool provided updates to the Board.

**FIFTH ORDER OF BUSINESS**

**Golf Course Update**

**1. Director of Golf Course Operations Update**

Mr. Dietz presented the Golf Course Operations Update to the Board. Mr. Dietz discussed the Golf Course budget.

On a motion by Mr. Xinos, seconded by Mr. Carroll, the Board of Supervisors unanimously, approved to authorize staff to begin the process of rate changes for the Golf Course as directed by the Board, for the Waterlefe Community Development District.
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On a motion by Mr. Bumgarner, seconded by Mr. Carroll, the Board of Supervisors unanimously approved not to exceed \$350K for Golf Course projects and designate Mr. Carroll as point of contact, for the Waterlefe Community Development District.
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**SIXTH ORDER OF BUSINESS**

**Safety Committee**

**1. Safety Committee Update**

No meeting, no update.



**SEVENTH ORDER OF BUSINESS**

**Capital Projects Committee**

Mr. Dietz provided Capital Project Committee updates to the Board.

**EIGHTH ORDER OF BUSINESS**

**Property Management Update**

**1. CDD Completed Work Orders Maintenance Report**

Mr. Dietz provided updates to the Board.

**NINTH ORDER OF BUSINESS**

**Consideration of Winding Stream  
Gate Refurbish Proposal**

On a motion by Mr. Xinos, seconded by Mr. Carroll, the Board of Supervisors unanimously approved the Winding Stream Gate Refurbish Proposal for \$4,250, for the Waterlefe Community Development District.

**TENTH ORDER OF BUSINESS**

**Consideration of Winding Stream Gate  
Strike Repair Proposal**

On a motion by Mr. Xinos, seconded by Mr. Tosi, the Board of Supervisors unanimously approved the Winding Stream Gate Strike Repair Proposal, and requested that the District gets reimbursed by the damaging party, for the Waterlefe Community Development District.

On a motion by Mr. Bumgarner, seconded by Mr. Xinos, the Board of Supervisors unanimously approved the removal of a concrete pad and replacing it, in the amount of \$1,750, for the Waterlefe Community Development District.

**ELEVENTH ORDER OF BUSINESS**

**MPOA Liaison Update**

There were updates provided.

**TWELFTH ORDER OF BUSINESS**

**District Counsel**

Mr. Lewis provided updates to the Board. Lennar served for deed reformation action, and required responses by 7/27/2023.

**THIRTEENTH ORDER OF BUSINESS**

**District Engineer**

Mr. Schappacher was present and provided updates.

On a motion by Mr. Bumgarner, seconded by Mr. Xinos, the Board of Supervisors unanimously approved to designate Mr. Bumgarner and Mr. Schappacher to continue discussion on a tentative agreement with the county for property "takings", for the Waterlefe Community Development District.

**FOURTEENTH ORDER OF BUSINESS**

**District Manager**

**1. Discussion of Usage of Conference Call Option**

The call-in option for residents was discussed.

The next regularly scheduled meeting will be held on Monday, August 21, 2023, at 2:00 p.m. at 995 Fishhook Cove, Bradenton, FL 34212, in the fitness room.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-10,  
Revising the Location of the  
Final Budget Public Hearing in August**

On a motion by Mr. Bumgarner, seconded by Mr. Carroll, the Board of Supervisors unanimously adopted Resolution 2023-10, Revising the Location of the Final Budget Public Hearing in August, for the Waterlefe Community Development District.

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Arbitrage  
Engagement Letter for  
Series 2016 Bonds**

On a motion by Mr. Bumgarner, seconded by Mr. Xinos, the Board of Supervisors unanimously approved the Arbitrage Engagement Letter for Series 2016 Bonds, for the Waterlefe Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**

**Consent Agenda Items**

**1. Consideration of Golf Committee Meeting Minutes from May 11,  
2023**

On a motion by Mr. Xinos, seconded by Mr. Carroll, the Board of Supervisors unanimously accepted the Golf Committee Meeting Minutes from May 11, 2023, for the Waterlefe Community Development District.

**2. Consideration of the Regular Meeting Minutes from June 19, 2023**

On a motion by Mr. Xinos, seconded by Mr. Carroll, the Board of Supervisors unanimously approved the Regular Meeting Minutes from June 19, 2023, for the Waterlefe Community Development District.

**3. Consideration of Operations & Maintenance Expenditures  
for June 2023**

Mr. Huber presented the Operations & Maintenance Expenditures for June 2023 in the amount of \$64,083.95, which was tabled by the Board due to not having the Operations and Maintenance Expenditures in a timely manner.

**EIGHTEENTH ORDER OF BUSINESS**

**SUPERVISORS REQUEST**

There were no supervisor requests at this time.

**NINETEENTH ORDER OF BUSINESS**

**Adjournment**

On a motion by Mr. Bumgarner, seconded by Mr. Xinos, the Board of Supervisors, unanimously approved to adjourn the meeting at 5:10 p.m., for the Waterlefe Community Development District.
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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## **Tab 17**

# WATERLEFE COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida · (813) 533-2950  
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614  
[www.waterlefecdd.org](http://www.waterlefecdd.org)

## **Operation and Maintenance Expenditures June 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$64,083.95**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Artistree Landscape Maintenance & Design STE B	100261	171550	Irrigation Services 05/23	\$ 325.00
Artistree Landscape Maintenance & Design STE B	100262	171536	Trees & Fertilizer 05/23	\$ 14,790.00
Artistree Landscape Maintenance & Design STE B	100267	171670	Blue Daze Install 06/23	\$ 118.50
Artistree Landscape Maintenance & Design STE B	100274	171974	Irrigation Services 06/23	\$ 492.00
Artistree Landscape Maintenance & Design STE B	100275	171793	Monthly Grounds Maintenance 06/23	\$ 11,928.83
Florida Power & Light Company	20230607-2	FPL Summary 05/23 Autopay	FPL Summary 05/23	\$ 2,573.76
KAD Engineering & Consulting, LLC	100263	2023.067	Engineering Services 03/23	\$ 12,000.00
Kenneth E. Bumgarner	100269	KB061923	Board of Supervisors Meeting 06/19/23	\$ 200.00
Manatee County Sheriff's Office	100266	1293	Patrol Services 05/23	\$ 780.00
Manatee County Utilities Department	20230615-1	MCUD CDD 05/23-700 AUTOPAY	MCUD Summary 05/23	\$ 3,550.16
McClatchy Company, LLC	100264	195200	Legal Advertising 05/23	\$ 805.30
Persson, Cohen & Mooney, P.A.	100265	3635	Legal Services 05/23	\$ 2,249.50
Persson, Cohen & Mooney, P.A.	100265	3637	Legal Services - Golf 05/23	\$ 210.00

## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

June 1, 2023 Through June 30, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Persson, Cohen & Mooney, P.A.	100265	3667	Legal Services - QTA 05/23	\$ 990.00
Richard E Carroll	100270	RC061923	Board of Supervisors Meeting 06/19/23	\$ 200.00
Rizzetta & Company, Inc.	100260	INV0000080734	District Management Fees 06/23	\$ 6,340.83
Ruth A Harenchar	100271	RH061923	Board of Supervisors Meeting 06/19/23	\$ 200.00
Schappacher Engineering, LLC	100268	2435	Engineering Services 05/23	\$ 1,835.00
Solitude Lake Management, LLC	100276	PSI-79290	Monthly Lake and Pond 06/23	\$ 2,774.00
Solitude Lake Management, LLC	100276	PSI-86451	Water Testing 06/23	\$ 500.00
Spectrum	20230607-1	168629201 0.23 Autopay	Guardhouse - Winding Stream Way 06/23	\$ 199.98
Spectrum	20230612-1	8337 12 013 2146062 Autopay	Cable/Internet 06/23	\$ 202.96
Spectrum	20230626-1	209400060523 06.23 Autopay	Cable/Internet Guardhouse 06/23	\$ 418.13
Sydney S. Xinos	100272	SX061923	Board of Supervisors Meeting 06/19/23	\$ 200.00
Thomas A Tosi	100273	TT061923	Board of Supervisors Meeting 06/19/23	<u>\$ 200.00</u>
<b>Report Total</b>				<b><u>\$ 64,083.95</u></b>

## **Tab 17A**



# WATERLEFE COMMUNITY DEVELOPMENT DISTRICT

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District Office · Riverview, Florida · (813) 533-2950  
Mailing Address · 3434 Colwell Avenue, Suite 200 · Tampa, Florida 33614  
[www.waterlefecdd.org](http://www.waterlefecdd.org)

## **Operation and Maintenance Expenditures July 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2023 through July 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$107,060.31**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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

## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Andrew Omar Quijano	100280	1753	Pressure Wash - Nature Walk 01/23	\$ 5,250.00
Artistree Landscape Maintenance & Design STE B	100277	172019	Irrigation Repairs 06/23	\$ 112.00
Artistree Landscape Maintenance & Design STE B	100281	172067	Tree Service 06/23	\$ 250.00
Artistree Landscape Maintenance & Design STE B	100289	172253	Annual Install 07/23	\$ 7,911.90
Artistree Landscape Maintenance & Design STE B	100289	172350	Monthly Grounds Maintenance 07/23	\$ 11,928.83
Artistree Landscape Maintenance & Design STE B	100289	172377	Pest Control 01/23-06/23	\$ 4,002.00
FireMaster	100285	1090146	Annual Maintenance 07/23	\$ 226.03
Florida Power & Light Company	20230711-1	FPL Summary 06/23 Autopay	FPL Summary 06/23	\$ 2,533.95
Gate Pros, Inc.	100290	9437	Install 5 Loops 07/23	\$ 2,875.00
Gate Pros, Inc.	100290	9471	Gate Service Call 07/23	\$ 1,700.00
Giella Designs, LLC	100291	62303	Holiday Decorations - Deposit 07/23	\$ 9,350.00
Innersync Studio, Ltd	100282	21489	Website ADA Quarterly 07/23	\$ 384.38
Kenneth E. Bumgarner	100292	072023 Bumgarner	Mileage 07/23	\$ 53.71

## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kenneth E. Bumgarner	100292	KB072423	Board of Supervisor Meeting 07/24/23	\$ 200.00
Manatee County Sheriff's Office	100286	1389	Patrol Services 06/23	\$ 780.00
Manatee County Utilities Department	20230718-1	MCUD CDD 06/23-700 AUTOPAY	MCUD Summary 06/23	\$ 2,808.01
Persson, Cohen & Mooney, P.A.	100283	3807	Legal Services - Quiet Title 07/23	\$ 1,200.35
Persson, Cohen & Mooney, P.A.	100283	3844	Legal Services 06/23	\$ 2,870.00
Ramco Mulch Solutions	100278	6107-1	Mulch Install - 85% Deposit 06/23	\$ 30,668.00
Richard E Carroll	100293	RC072423	Board of Supervisor Meeting 07/24/23	\$ 200.00
Rizzetta & Company, Inc.	100279	INV0000081409	District Management Fees 07/23	\$ 6,340.83
Schappacher Engineering, LLC	100287	2454	Engineering Services 06/23	\$ 2,962.50
Solitude Lake Management, LLC	100294	PSI-87592	Monthly Maintenance 07/23	\$ 3,611.00
Spectrum	20230710-1	168629201 07/23 Autopay	Guardhouse - Winding Stream Way 07/23	\$ 199.98
Spectrum	20230712-1	2146062062323 Autopay	Cable/Internet 07/23	\$ 202.96
Spectrum	20230724-1	2095400070523 07.23 ACH	Cable/Internet Guardhouse 07/23	\$ 418.13

## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

July 1, 2023 Through July 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Stayton Pest Services, Inc.	100288	1030957	Palm Drench & Heart Treatment 07/23	\$ 65.00
Sydney S. Xinos	100295	SX072423	Board of Supervisor Meeting 07/24/23	\$ 200.00
Thomas A Tosi	100296	TT072423	Board of Supervisor Meeting 07/24/23	\$ 200.00
Waterlefe Master POA Inc.	100284	06302023 MPOA	2nd Quarter Supplemental 2023	<u>\$ 7,555.75</u>
<b>Total Report</b>				<u><b>\$ 107,060.31</b></u>