



Rizzetta & Company

# **Waterlefe Community Development District**

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**Board of Supervisors' Meeting  
September 18, 2023**

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

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

# **WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AGENDA**

To be held at the Waterlefe River Club – 995 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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September 11, 2023

**Board of Supervisors  
Waterlefe Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterlefe Community Development District will be held on **Monday, September 18, at 2:00 p.m.** at the Waterlefe River Club - 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
    2. Consideration of Pond 18 Eutrosorb G – Services Contract ..... Tab 2
    3. Consideration of Pond 18 Quarterly Eutrosorb  
WC Treatment Services Contract..... Tab 3
  - B. Landscape & Irrigation Update**
    1. Landscape Committee Update
    2. Field Inspection Report ..... Tab 4
    3. Landscape Contractor Report
  - 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. Consideration of Resolution 2023-14, Adopting Certain Fees  
And Policies for the Golf Course ..... Tab 7**
  - B. Consideration of Rule No. 23-01, Amending Golf Club Usage and Fees.....Tab 8**
- 5. BUSINESS ADMINISTRATION - CONSENT AGENDA ITEMS**
  - A. Consideration of the Capital Project Committee  
Meeting Minutes from June 15, 2023 and August 10, 2023..... Tab 9**
  - B. Consideration of the Golf Committee  
Meeting Minutes from July 20, 2023 ..... Tab 10**
  - C. Consideration of the Regular Meeting Minutes  
from August 21, 2023 ..... Tab 11**
  - D. Consideration of Operations & Maintenance  
Expenditures for August 2023 ..... Tab 12**

**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 CDD Waterway Inspection Report

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**Reason for Inspection:** Scheduled-recurring

**Inspection Date:** 2023-09-01

**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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PONDS

PONDS

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PONDS

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PONDS

PONDS

MANAGEMENT/COMMENTS SUMMARY 11-13

SITE MAP 14



## Site: 1

### Comments:

Normal growth observed

Minor amount of algae observed in pond #1

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 2

### Comments:

Normal growth observed

Previous treatment of primrose was observed on the littoral shelf. Minor amount of algae noted along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 3

### Comments:

Site looks good

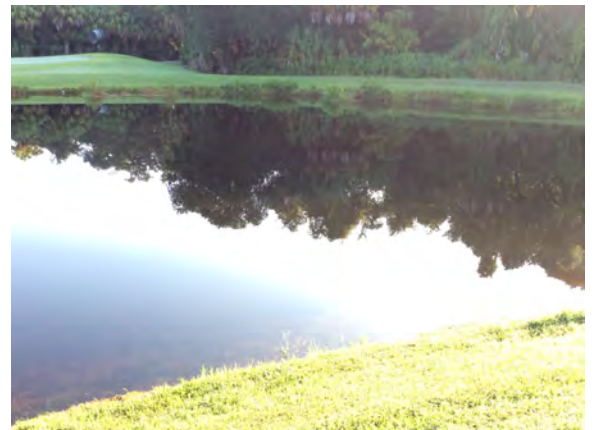
Minimal amount of torpedograss observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss





**Site: 4****Comments:**

Site looks good

Minimal amount of torpedograss  
observed along the perimeter

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

**Site: 5****Comments:**

Site looks good

Minimal amount of torpedograss  
observed along the perimeter

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss

**Site: 6****Comments:**

Site looks good

Minimal amount of torpedograss  
observed along the perimeter

**Action Required:**

Routine maintenance next visit

**Target:**

Torpedograss





## Site: 7

### Comments:

Site looks good  
Minimal amount of algae  
observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 8

### Comments:

Normal growth observed  
Algae noted growing along the  
edges of pond #8

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 9

### Comments:

Minor amount of algae noted  
within pond 9

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 10

### Comments:

Site looks good

Minimal amount of torpedograss observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 11

### Comments:

Normal growth observed

Torpedograss noted growing within the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 12

### Comments:

Site looks good

Minimal amount of algae observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 13

### Comments:

Normal growth observed

Torpedograss observed growing within the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 14

### Comments:

Site looks good

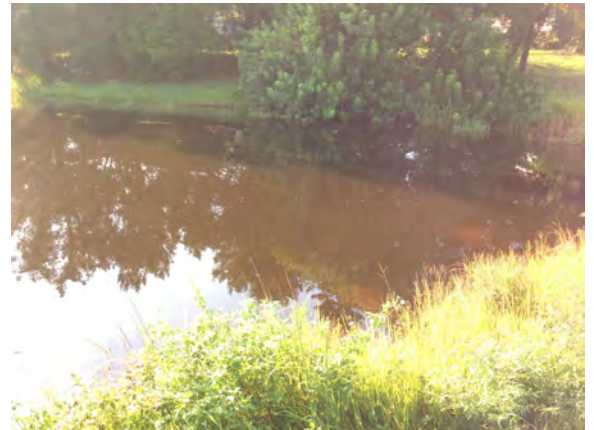
Minimal amount of torpedograss observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 15

### Comments:

Normal growth observed

Torpedograss noted growing within the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss





## Site: 16

### Comments:

Normal growth observed

Minor amount of algae noted along the edges of pond 16

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 17

### Comments:

Normal growth observed

Alligatorweed observed growing within the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Alligatorweed



## Site: 18

### Comments:

Normal growth observed

Algae observed within pond 18

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 18A

### Comments:

Normal growth observed

Algae observed within pond 18A

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 19

### Comments:

Site looks good

Minimal amount of torpedograss observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 20

### Comments:

Normal growth observed

Minor amount of algae observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae





## Site: 21

### Comments:

Normal growth observed

Algae noted growing along the perimeter. Minor amounts of alligatorweed and torpedograss were observed within the littoral shelf

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



## Site: 22

### Comments:

Site looks good

Minimal amount of torpedograss observed along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Torpedograss



## Site: 26

### Comments:

Normal growth observed

Minor amount of algae noted along the perimeter

### Action Required:

Routine maintenance next visit

### Target:

Surface algae



**Site:** 28**Comments:**

Normal growth observed

Minimal amount of chara noted within pond 28

**Action Required:**

Routine maintenance next visit

**Target:**

Sub-surface algae

**Management Summary**

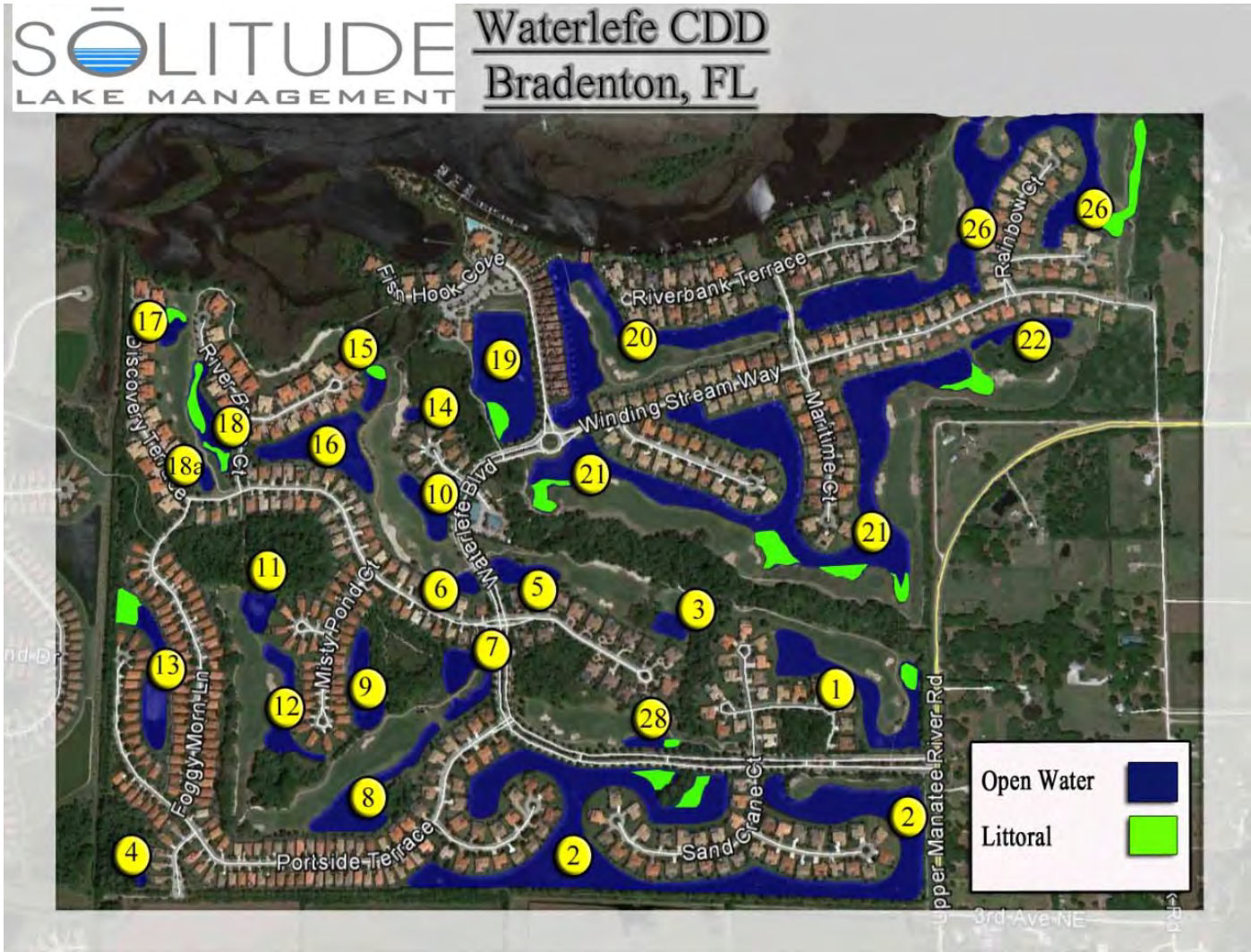
Pond #1: Minor amount of algae observed in pond #1  
Pond #2: Previous treatment of primrose was observed on the littoral shelf. Minor amount of algae noted along the perimeter  
Pond #3: Minimal amount of torpedograss observed along the perimeter  
Pond #4: Minimal amount of torpedograss observed along the perimeter  
Pond #5: Minimal amount of torpedograss observed along the perimeter  
Pond #6: Minimal amount of torpedograss observed along the perimeter  
Pond #7: Minimal amount of algae observed along the perimeter  
Pond #8: Algae noted growing along the edges of pond #8  
Pond #9: Minor amount of algae noted within pond 9  
Pond #10: Minimal amount of torpedograss observed along the perimeter  
Pond #11: Torpedograss noted growing within the littoral shelf  
Pond #12: Minimal amount of algae observed along the perimeter  
Pond #13: Torpedograss observed growing within the littoral shelf  
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Pond #15: Torpedograss noted growing within the littoral shelf  
Pond #16: Minor amount of algae noted along the edges of pond 16  
Pond #17: Alligatorweed observed growing within the littoral shelf  
Pond #18: Algae observed within pond 18  
Pond #18A: Algae observed within pond 18A  
Pond #19: Minimal amount of torpedograss observed along the perimeter  
Pond #20: Minor amount of algae observed along the perimeter  
Pond #21: Algae noted growing along the perimeter. Minor amounts of alligatorweed and torpedograss were observed within the littoral shelf  
Pond #22: Minimal amount of torpedograss observed along the perimeter  
Pond #26: Minor amount of algae noted along the perimeter  
Pond #28: Minimal amount of chara noted within pond 28

\*Still working on finalizing pricing options for pleco removals, hope to have proposal ready in the next couple weeks

| Site | Comments               | Target        | Action Required                |
|------|------------------------|---------------|--------------------------------|
| 1    | Normal growth observed | Surface algae | Routine maintenance next visit |
| 2    | Normal growth observed | Surface algae | Routine maintenance next visit |
| 3    | Site looks good        | Torpedograss  | Routine maintenance next visit |
| 4    | Site looks good        | Torpedograss  | Routine maintenance next visit |
| 5    | Site looks good        | Torpedograss  | Routine maintenance next visit |
| 6    | Site looks good        | Torpedograss  | Routine maintenance next visit |
| 7    | Site looks good        | Surface algae | Routine maintenance next visit |
| 8    | Normal growth observed | Surface algae | Routine maintenance next visit |
| 9    |                        | Surface algae | Routine maintenance next visit |
| 10   | Site looks good        | Torpedograss  | Routine maintenance next visit |
| 11   | Normal growth observed | Torpedograss  | Routine maintenance next visit |
| 12   | Site looks good        | Surface algae | Routine maintenance next visit |
| 13   | Normal growth observed | Torpedograss  | Routine maintenance next visit |
| 14   | Site looks good        | Torpedograss  | 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   | Normal growth observed | Surface algae | Routine maintenance next visit |
| 18A  | Normal growth observed | Surface algae | Routine maintenance next visit |
| 19   | Site looks good        | 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 | Sub-surface algae | Routine maintenance next visit |





## Tab 2

## **SERVICES CONTRACT**

CUSTOMER NAME: Waterlefe CDD

SUBMITTED TO: Matt Huber, mhuber@rizzetta.com and Steve Dietz, sdietz@waterlefe.com

CONTRACT DATE: August 30, 2023

SUBMITTED BY: Liz Rocque, Business Development Consultant

SERVICES: Eutrosorb G Application for Pond 18

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

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

2. **PAYMENT TERMS.** The total fee for services is **\$3,321.00. Price is valid for 60 days from the contract date.** The Customer will be invoiced by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.

3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

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

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



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

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

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. INSURANCE AND LIMITATION OF LIABILITY. Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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

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

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

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

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

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

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

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

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ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Waterlefe CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

\_\_\_\_\_

**Please EMail All Contracts to:**

**[Liz.rocque@solitudelake.com](mailto:Liz.rocque@solitudelake.com)**

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## **SCHEDULE A - EUTROSORB TREATMENT SERVICES**

**Specifications: Company will apply 600 pounds of Eutrosorb G to pond 18 to reduce nutrients.**

**Eutrosorb** rapidly binds and removes bio-available phosphorus from a waterbody and restores water quality. With a reduction in bio-available phosphorus, a waterbody typically shifts to phosphorus limited conditions, experiences reduced algae productivity and biomass, and results in conditions less favorable for cyanobacteria proliferation.

### **Rapid and Permanent Phosphorus Removal**

Eutrosorb has a high affinity to rapidly bind and permanently remove *free reactive phosphorus* (FRP) from the water column shortly after application. As Eutrosorb settles to the bottom of a waterbody, the product continues to filter phosphorus by binding FRP released from the sediment on its available sites. Once FRP is bound to Eutrosorb, it is no longer available to algae for assimilation and growth.

### **Watershed Management Isn't Enough**

Even when external sources of phosphorus have been curtailed by watershed management practices, the internal recycling of phosphorus in waterbodies can continue to degrade water quality and fuel nuisance and harmful algal growth.

### **Water Quality Restoration**

Eutrosorb provides an unmatched technology to reset the eutrophication clock (aging process) of waterbodies by removing free reactive phosphorus (bio-available) and restoring water quality. Eutrosorb provides water resource managers a new solution to **Reset the Clock** by specifically targeting and quantifiably removing phosphorus from a waterbody.

### **Effective in Diverse Water Conditions**

Eutrosorb is an environmentally compatible and effective solution in a wide range of water chemistries in ponds, lakes and reservoirs. Eutrosorb programs require no buffer to protect water quality and aquatic life during and after application. The removal of phosphorus from the water by Eutrosorb is attributed to a rare earth mineral that binds to phosphate molecules and forms a highly stable terminal compound that integrates within the sediments and is not bio-available for use by algae and other aquatic organisms.

### **Recommended Eutrosorb Management Strategy**

**Reset Solution:** Reset the ecological clock/trophic status and restore water quality by implementing a Eutrosorb program to remove a targeted quantity of FRP from the **water**

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**column and sediments.** The quantity of Eutrosorb required has been determined by the previously performed laboratory water testing, field analysis, and nutrient budget modeling to allow for development of a custom Eutrosorb prescription for this specific lake/pond based on actual current conditions. This remediation strategy can be implemented through a one-time application or a sequential application over time based on site-specific conditions, management objectives, and budget.

General Qualifications:

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

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## Tab 3

## **SERVICES CONTRACT**

CUSTOMER NAME: Waterlefe CDD

SUBMITTED TO: Matt Huber, mhuber@rizzetta.com

CONTRACT EFFECTIVE DATE: June 1, 2023, through May 31, 2024

SUBMITTED BY: Liz Rocque, Business Development Consultant

SERVICES: Quarterly water column nutrient remediation treatment for pond 18 located at Waterlefe CDD, Bradenton, FL.

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

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

2. PAYMENT TERMS. The Annual Contract Price is **\$4,840.00**. SOLitude shall invoice Customer **\$1,210.00 per quarter** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

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3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.
4. PRICING. The Company reserves the right to annually increase the amount charged for the services beyond the escalation percentage stated in the TERM AND EXPIRATION above, which shall be communicated by written notice to the Customer, which notice may be by invoice.
5. TERMINATION. If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, or in the event this Contract does not automatically renew and the customer terminates it before the termination date, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
6. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
7. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
8. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
9. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
10. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by

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both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

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

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

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

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

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

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

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

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

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Waterlefe CDD

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

**Please Remit All Payments to:**

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

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

\_\_\_\_\_

**Please Mail All Contracts to:**

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

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## **SCHEDULE A - QUARTERLY SERVICES**

### **Water Quality Restoration:**

1. A water column restoration dose of Eutrosorb WC will be applied to pond 18 **once (1) a quarter during the months of June, September, December, and March** to reduce eutrophication and remove free radical phosphorus from the water column, thus reducing its availability in the pond and limiting the primary excess nutrient responsible for water quality degradation and excessive nuisance algae and invasive aquatic weed growth.
2. Eutrosorb is a revolutionary proprietary product formulation offered to our clients as part of our long standing nationally recognized status as a SePRO Preferred Applicator.

### **Service Reporting:**

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

### **General Qualifications:**

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

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- determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

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## Tab 4

# WATERLEFE

## LANDSCAPE INSPECTION REPORT



August 17, 2023  
Rizzetta & Company  
John R. Toborg – Division Manager  
Landscape Inspection Services



Rizzetta & Company  
Professionals in Community Management



# Upcoming Events, UMRR

## 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. Can ArtisTree confirm this area between the outbound monument and sidewalk has been thoroughly inspected for a cracked pipe that may be seeping water out below ground while the system runs. This area continues to remain wet and is causing slime buildup (dangerous) on the sidewalk. (Pic 1)



4. ArtisTree hasn't maintained the SE corner of the property along UMRR for a while – the same large grasses as noted in Item 2 are taking over this corner. There are also large Brazilian Peppers within the Magnolias behind the balustrade. (Pic 4)



2. There is still a giant “Johnson Grass-like” weed in a grouping of Split-Leaf Philodendron on the UMRR buffer south of the main entrance. **It is scheduled to be removed the week of August 21<sup>st</sup>. This was first reported in the July 31<sup>st</sup> report.** (Pic 2>)



3. Every Split-Leaf Philodendron bed along the UMRR berm (north and south) need to have cut and/or dead leaves removed from the undergrowth.





# UMRR Front & Back

5. AT should also mow to south of the culverts between the sidewalk and UMRR. (Pic 5)



6. There is moderate to severe wilt in some plants including Mammy Crotons (even those in partial shade) along the UMRR berm south of the main entrance. There are also about half a dozen plants that need to be replaced under warranty. Are these plants thoroughly covered by irrigation? Spanish Moss is also not being removed from the trees along the berm. (Pic 6)



7. AT to keep a close eye on the Blue Plumbago that tends to be finicky this time of year with increased rainfall. This plant on the UMRR berm south of the entrance should be replaced, though, under warranty. (Pic 7>)

8. Crews need to remove the Simpson's Stopper trimmings after they prune the shrubs. Many dead brown limbs have been left behind.

9. AT to keep the Allamanda tighter and more compact or it will get leggy and lie over.

10. The Royal Palm tree rings are still not being maintained. There is turf and weeds growing into them and they are not being soft-edged. Royal Palm fronds are also being left on the ground for far too long – should be no longer than one week. We dragged them out to the sidewalks.

11. Crews need to line trim down to the water's edge each and every time they mow a pond. **Although reportedly complete, vines are still covering the Simpson's Stoppers. (Pic 11)**





# WLBlvd., UMRR Buffers, Sand Crane North

12. Diagnose a couple browning spots in the turf on the inbound side of Waterlefe Blvd. (WLBlvd.) – one as soon as you turn off UMRR and the other to the right of the monument. Treat accordingly.

13. Replace under warranty up to a total of 10-12 dead or dying Liriope in front of the monuments.

14. Pull off all Virginia Creeper off the Sandankwa Viburnum along the berm along UMRR north of the main entrance.

15. **Reportedly completed, there are still vines on the trees at the eastern tip of the buffer separating Conch Shell east and WLBlvd. There are large Brazilian Pepper in this buffer. (Pic 15)**



16. Spanish Moss is heavy on the trees and Pittosporum north of the main entrance.

17. The last Split-Leaf Philodendron bed before getting to the bridge crossing on UMRR looks like all past trimmings are still left on the ground below. This needs to be thoroughly cleaned up.

18. Dead-head the old flower stalks as well as leaves off the Birds-of-Paradise and inspect Gold Dust Croton that are in severe wilt on the WLBlvd. median between the guardhouse and UMRR.

19. Reportedly, the grassy weeds and Nutsedge in the Dw. Asian Jasmine on the WLBlvd. median between the guardhouse and UMRR has been treated with Fusilade. The weeds have not yet begun to turn yellow.

**20. The dead Copperleaf Plants and Gold Dust Crotons are scheduled to be removed from beneath the Tree Ligustrum the week of the 21<sup>st</sup>.**

21. Throughout the community, most of the expansion joint weeds in the sidewalks, curbs and gutters had been sprayed, but have yet to be removed. Besides those at the guardhouse, another such eyesore is on the River Basin sidewalk leading to the boardwalk. (Pic 21)



22. The wetland trees on the back side of the retaining wall on the inbound lanes of WLBlvd. between the guardhouse and Sand Crane north have a tremendous amount of Muscadine covering the tops and then hanging down over the sidewalk.

**23. There are still a lot of Oak suckers in the sideyard inbound buffer of Sand Crane north.**

24. Turf is still stressed under the STOP sign along WLBlvd. at Sand Crane north. Has AT diagnosed this?





# Conch Shell East, Sand Crane North, Sand Crane South

25. Remove dead growth from the Foxtail Ferns at Sand Crane north median.

26. What is occurring with the turf on the south side of Conch Shell east between the street and the Wedelia bed? It is straw-like. The bed is also still weedy with no bed line delineation. The Wedelia is also in wilt condition and Lubber Grasshoppers are eating the Crinum Lilies. (Pic 26)



27. The turf on the Conch Shell east cul-de-sac is also in very poor shape – more so than last month. Do we have an irrigation issue along Conch Shell east? (Pic 27)



28. There is still a muddy condition behind the curb on Sand Crane north. What is the frequency and duration of the irrigation here compared to Conch Shell east?

29. Why is there a large dry area around 4 o'clock on the Conch Shell west cul-de-sac? It also contains weeds.

30. I still feel the plants are too tall on the Sand Crane south median and the Birds-of-Paradise need to be dead-headed.

31. This dead limb has been at the southern tip of this Sand Crane south outbound buffer for 2+ months. Also, the pond bank on the south side of WLBlvd. east of Sand Crane south is still not line trimmed. **It is scheduled for the week of the 21<sup>st</sup>.**

32. The Sand Crane south cul-de-sac bed is full of old, dead Philodendron leaves and stalks as well as a lot of weeds and turf encroaching. (Pic 32)



33. At Restoration, weeds and turf are also being allowed to encroach into the bed of Dw. Firebush. (Pic 33>)

34. AT needs to keep the newer installed turf in their radar at the STOP sign at Sand Crane south and WLBlvd. It is looking stressed.

35. On the eastern tip of the middle median between Sand Crane and Portside, spot treat broadleaf weeds in the turf.





# WLBld., Portside, Sand Crane South, Mossy Branch

36. Remove dead leaves from the bottoms of the Elephant Ears on the WLBld. median.

37. Why is the Variegated Confederate Jasmine on the eastern tip of the western-most WLBld. median between Sand Crane & Portside yellowing? The Gold Dust Crotons on either side of it are also beginning to wilt. Is there an irrigation issue here?

38. There are a couple stressed areas of turf on the western tip of the WLBld. median closest to Portside. Inspect and treat accordingly.

39. The Portside sideyard buffer has not changed and is scheduled to be cleaned up the week of the 21<sup>st</sup>. Sand Crane south inbound side buffer – the same.

40. AT needs to refrain from trimming the Foxtail Ferns in this manner ... they should be maintained as “tails”. (Pic 40>)

41. The wetland growth hanging over the sidewalk on the south side of WLBld. west of Sand Crane south has not been cut. This kind of maintenance cannot wait for the 28-day detail rotation. It is preventing walkers and bikers from proceeding. (Pic 41>)

42. The ROW turf leading to Sand Crane south from the west is almost fully weeds.



43. The Variegated Confederate Jasmine on Daylily median is still full of grassy weeds. It also needs to be fully separated for the surrounding plants.

44. Our account manager is checking with AT's Tree Department to provide a requested date as to when the Day Lily cul-de-sac palm can be trimmed.



45. Sprayed dead weeds need to be removed from the curb and gutter expansion joints as well as from the interior bed on Day Lily cul-de-sac.

46. Going back to November 3<sup>rd</sup>, 2022, I have been requesting that three plants AT planted on the median inside the Mossy Branch gate be replaced under warranty. I've been provided MANY dates and still





# Mossy Branch, Portside North

the plants have not been replaced. Now AT is stating the plants that “were under warranty” were replaced outside the gates. These plants ARE under warranty and need to be replaced. And now there is another new dead plant. (Pics 46a, b & c>)



49. The Foggy Morn median still needs to have curb and gutter expansion joint weeds removed as well as weeds from the beds on the median. Detail the bed as well.



47. Item 37 in the July 31<sup>st</sup> report showed the horrible condition of the failing Sweet Viburnum hedge along the south wall west of Mossy Branch. I requested it be maintained as it is not being. The response stated it would be done “this pas(sic)”. As of August 17<sup>th</sup>, it had not been touched. (Pic 47a & b>)

48. The understory on the west side of Portside north is becoming covered with tall weeds and suckers. These need removed.





# Foggy Morn, Discovery North, Sea Turtle

50. There is still no rain shut-off device on the newly installed irrigation controller at the north end of Foggy Morn. This has been in now for 2+ months. I am being informed this part is "on order". I know for a fact I can walk into an irrigation supply store and purchase one off the shelf. If they are out, it will be in within 2 days. It is also being reported the weeds have been treated. There is no indication of them turning yellow on this date. (Pic 50)



51. The west side of Foggy Morn across from the area shown in Item 50 also needs to be maintained.

52. The Reclinata on Discovery north needs to be trimmed. Account manager is checking with AT's Tree Dept. due to the height.

53. The eyebrow cul-de-sac on Discovery north needs to be cleaned up ... weeds have been sprayed and left behind. Why was the Split-Leaf Philodendron sprayed with a fungicide as reported? It looks worse now than it did in July. (Pic 53)



54. Turf continues to fail more and more around the Sea Turtle cul-de-sac. This has been replaced in patches throughout the past 2 years. **We need to get this cul-de-sac removed from the residential irrigation controller. (Pic 54)**



55. River Basin north cul-de-sac St. Augustine is folding to protect itself from drought. Is this irrigation working properly here? This is also on a residential controller. (Pic 55>)





# Misty Pond

56. On the back side of the first house on the inbound side of Misty Pond, this area was reportedly "kept" on the on the monthly schedule, however, the area was still weedy, littered with palm debris and still had a dead plant in place. (Pic AT needs to trim off dead Areca Palm fronds and remove them from the ground. Additionally, the bed closer to the boardwalk still needs to be cleaned up. Areca Palms need dead fronds removed. (Pics 56a, b and c>)



57. There is also Virginia Creeper on the Sweet Viburnum closer to the boardwalk in the same area as above.

58. The annual bed on the Misty Pond median is very weedy. (Pic 58>)



59. Weeds are encroaching into the bed on the Turning Lead cul-de-sac as well as the Misty Pond cul-de-sac. There is also no defined bed edge. Clear the rain shutoff device on Misty Pond's controller.





# Misty Pond, Discovery West & East, WLBlvd.

60. The Paurotis Palms on the outbound side buffer of Misty Pond still need to be trimmed. It is scheduled for the week of the 21<sup>st</sup>. Plus dead limbs within the buffer need removed.

61. The Sweet Viburnum along the trail behind the last house on the outbound side of Misty Pond still needs to be trimmed off the trail and the bed is still very weedy.

62. We might need to up the irrigation on the north ROW of WLBlvd. leading to Discovery east from the east. It culminates in a large dead patch before getting to the lift station, previously reported.

63. Once again, the sidewalk just outside Discovery west is muddy. (Pic 63)



64. The wetland material on the south side of Discovery east still needs to be cut back from the turf as well as overhead.

65. Detailing of the Discovery east cul-de-sac needs improvement. (Pic 65>)

66. Remove dead growth from the Birds-of-Paradise on the outbound side of Discovery east.

67. Another Split-Leaf Philodendron has been damaged (by fungicide?) at Field Brook. Arborcolas are also damaged. There is also poor turf. (Pic 67>)

68. Treat broadleaf weeds in the WLBlvd. Median turf north of the Discoveries. (Pic 68)





# Discovery, Roundabout, Whooping Crane

69. What is happening with a lot of plants this month? Is this herbicide overspray? This is at Discovery west sideyard buffer? **This buffer is still in a mess.** (Pic 69)



70. Remove dead Gold Dust Crotons on the median leading to the roundabout. Mammy Crotons are in moderate to severe wilt on this median. Remove dead growth from the African Iris as well.
71. Turf is stressing again just like it did last year around the perimeter of the roundabout. Why? (Pic 71)



72. I think a newly installed Iris under the Foxtail Palm needs to be replaced under warranty. (Pic 72>)

73. Clean out the understory of the Split-Leaf Philodendron bed on the Whooping Crane cul-de-sac.

74. When will AT be pruning the lower dead petticoat of the Maritime median palm as well as the palm on the cul-de-sac?

75. AT has stated they will clean up the Philodendron at the Rainbow lift station when they install the new plants on the 28<sup>th</sup>. What about the overly tall Arboricola? (Pic 75)



76. What is occurring with the turf on the NE corner of Rainbow and Winding Stream as well as the north ROW of Winding Stream? Diagnose and treat accordingly. (Pics 76a & b>)





# Winding Stream, Rainbow, Big Bass

77. Treat weeds in the north ROW of Winding Stream turf from Rainbow to the comfort station.

78. The area on the north side of the Big Bass still is not being maintained although AT says the weeds have been sprayed.  
(Pics 78a & b>)



79. Warranty plants are to be installed at Rainbow & Big Bass the week of the 21<sup>st</sup>. I feel the Cocoplum on Big Bass need to be trimmed so they form a compact shape. Controller is wide open. (Pic 79>)





# Proposals

1. AT to provide a proposal to plant 2-3 3-Gal., FULL Dw. Firebush, *Hamelia patens* "glabra" behind the water meter on the Restoration cul-de-sac. Make sure irrigation is adjusted and working 100%. (Pic 1)



4. AT to provide a proposal to fill in some missing plants on the Whooping Crane median – Feijoa, Foxtail Ferns – use 3 Gal., FULL plants. Same spacing. (Pic 4)



2. I am requesting AT to re-provide a proposal for three (3) 15 Gal., FULL Sweet Viburnum to be installed along the south wall east of the Mossy Branch gate where at least one, if not two Sweet Viburnum were damaged during Ian and now there is a void in the hedge. AT to ensure irrigation is adequate here. (Pic 2>)



3. AT to provide a proposal to install a new Ribbon Palm (and remove old one) to replace the damaged palm from Hurricane Ian. New palm needs to be the same height and variety. Installation needs to include a 8"-10" water saucer and working flood bubbler. (Pic 3>)



## Tab 5



## JULY FINANCIAL NOTES

### REVENUE:

**Month:** Up \$45,518 (63%) to budget  
**Year-to-Date:** Up \$729,212 (32%) to budget  
**Prior Year:** Down \$150,035 (56%) to prior year

### COST OF GOODS SOLD:

**Month:** Up \$2,146 (100%) to budget  
**Year-To-Date:** Up \$150,810 (77%) to budget  
**Prior Year:** Down \$23,903 (92%) to prior year

### GROSS PROFIT:

**Month:** Up \$43,372 (60%) to budget  
**Year-to-Date:** Up \$578,402 (28%) to budget  
**Prior Year:** Down \$126,132 (52%) to prior year

### PAYROLL:

**Month:** Down \$12,329 (13%) to budget  
**Year-to-Date:** Down \$47,760 (5%) to budget  
**Prior Year:** Down \$6,255 (7%) to prior year

### COMBINED EXPENSES:

**Month:** Down \$30,094 (24%) to budget  
**Year-to-Date:** Down \$182,258 (13%) to budget  
**Prior Year:** Down \$23,202 (20%) to prior year

### NET INCOME:

**Month:** Up \$88,795 to budget  
**Year-To-Date:** Up \$808,420 to budget  
**Prior Year:** Down \$96,675 to prior year



**Waterlefe Income Statement**  
Actual vs. Budget as of July 31, 2023

|                            | July Actual     | July Budget      | MTD Budget<br>Variance<br>FAV / (UNFAV) | YTD Actual       | YTD Budget       | YTD Budget<br>Variance<br>FAV / (UNFAV) |
|----------------------------|-----------------|------------------|---|------------------|------------------|---|
| <b>Combined Revenue</b>    |                 |                  |   |                  |                  |   |
| Pro Shop                   | 117,258         | 71,740           | 45,518                                  | 2,720,321        | 2,051,807        | 668,514                                 |
| Restaurant                 | -               | -                | -                                       | 263,974          | 204,802          | 59,172                                  |
| Admin                      | 30              | 30               | -                                       | 1,826            | 300              | 1,526                                   |
| <b>Total Revenues</b>      | <b>117,288</b>  | <b>71,770</b>    | <b>45,518</b>                           | <b>2,986,121</b> | <b>2,256,909</b> | <b>729,212</b>                          |
| <b>Combined COGS</b>       |                 |                  |   |                  |                  |   |
| Pro Shop                   | 4,408           | -                | (4,408)                                 | 210,307          | 106,013          | (104,294)                               |
| Restaurant                 | (2,262)         | -                | 2,262                                   | 135,135          | 88,619           | (46,516)                                |
| <b>Total COGS</b>          | <b>2,146</b>    | <b>-</b>         | <b>(2,146)</b>                          | <b>345,442</b>   | <b>194,632</b>   | <b>(150,810)</b>                        |
| <b>Gross Profit</b>        | <b>115,142</b>  | <b>71,770</b>    | <b>43,372</b>                           | <b>2,640,679</b> | <b>2,062,277</b> | <b>578,402</b>                          |
| <b>Combined Salaries</b>   |                 |                  |   |                  |                  |   |
| Pro Shop                   | 16,504          | 16,523           | 19                                      | 234,168          | 250,531          | 16,363                                  |
| Restaurant                 | 7,617           | 7,398            | (219)                                   | 127,509          | 115,366          | (12,143)                                |
| Maintenance                | 39,766          | 49,793           | 10,027                                  | 431,759          | 486,604          | 54,845                                  |
| G&A                        | 15,441          | 17,943           | 2,502                                   | 214,045          | 202,740          | (11,305)                                |
| <b>Total Payroll</b>       | <b>79,328</b>   | <b>91,657</b>    | <b>12,329</b>                           | <b>1,007,481</b> | <b>1,055,241</b> | <b>47,760</b>                           |
| <b>Combined Expenses</b>   |                 |                  |   |                  |                  |   |
| Pro Shop                   | 3,088           | 2,935            | (153)                                   | 92,953           | 98,452           | 5,499                                   |
| Restaurant                 | 2,608           | 650              | (1,958)                                 | 35,017           | 36,830           | 1,813                                   |
| Maintenance                | 27,003          | 63,055           | 36,052                                  | 360,901          | 539,950          | 179,049                                 |
| G&A (Add Other Expenses)   | 61,509          | 57,662           | (3,847)                                 | 679,648          | 675,545          | (4,103)                                 |
| <b>Total Expenses</b>      | <b>94,208</b>   | <b>124,302</b>   | <b>30,094</b>                           | <b>1,168,519</b> | <b>1,350,777</b> | <b>182,258</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>(58,394)</b> | <b>(144,189)</b> | <b>85,795</b>                           | <b>464,679</b>   | <b>(343,741)</b> | <b>808,420</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!  | 85         | 67         | \$ 18    |
| 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!  | \$ 78      | 65         | \$ 13    |
| Total \$/Round                    | #DIV/0!    | #DIV/0!    | #DIV/0!  | \$ 95      | 73         | \$ 22    |

|                         | 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 July 31, 2023

|                            | July Actual     | July Prior Year | MTD PY<br>Variance<br>FAV / (UNFAV) | YTD Actual       | YTD Prior Year   | YTD PY<br>Variance<br>FAV / (UNFAV) |
|----------------------------|-----------------|-----------------|-------------------------------------|------------------|------------------|-------------------------------------|
| <b>Combined Revenue</b>    |                 |                 |                                     |                  |                  |                                     |
| Pro Shop                   | 117,258         | 234,966         | (117,708)                           | 2,720,321        | 3,155,633        | (435,312)                           |
| Restaurant                 | -               | 32,327          | (32,327)                            | 263,974          | 366,475          | (102,501)                           |
| Admin                      | 30              | 30              | -                                   | 1,826            | 30,490           | (28,664)                            |
| <b>Total Revenues</b>      | <b>117,288</b>  | <b>267,323</b>  | <b>(150,035)</b>                    | <b>2,986,121</b> | <b>3,552,598</b> | <b>(566,477)</b>                    |
| <b>Combined COGS</b>       |                 |                 |                                     |                  |                  |                                     |
| Pro Shop                   | 4,408           | 9,782           | 5,374                               | 210,307          | 218,402          | 8,095                               |
| Restaurant                 | (2,262)         | 16,267          | 18,529                              | 135,135          | 164,357          | 29,222                              |
| <b>Total COGS</b>          | <b>2,146</b>    | <b>26,049</b>   | <b>23,903</b>                       | <b>345,442</b>   | <b>382,759</b>   | <b>37,317</b>                       |
| <b>Gross Profit</b>        | <b>115,142</b>  | <b>241,274</b>  | <b>(126,132)</b>                    | <b>2,640,679</b> | <b>3,169,839</b> | <b>(529,160)</b>                    |
| <b>Combined Salaries</b>   |                 |                 |                                     |                  |                  |                                     |
| Pro Shop                   | 16,504          | 24,748          | 8,244                               | 234,168          | 267,881          | 33,713                              |
| Restaurant                 | 7,617           | 11,120          | 3,503                               | 127,509          | 119,113          | (8,396)                             |
| Maintenance                | 39,766          | 37,356          | (2,410)                             | 431,759          | 386,030          | (45,729)                            |
| G&A                        | 15,441          | 12,359          | (3,082)                             | 214,045          | 173,015          | (41,030)                            |
| <b>Total Payroll</b>       | <b>79,328</b>   | <b>85,583</b>   | <b>6,255</b>                        | <b>1,007,481</b> | <b>946,039</b>   | <b>(61,442)</b>                     |
| <b>Combined Expenses</b>   |                 |                 |                                     |                  |                  |                                     |
| Pro Shop                   | 3,088           | 10,174          | 7,086                               | 92,953           | 127,446          | 34,493                              |
| Restaurant                 | 2,608           | 5,310           | 2,702                               | 35,017           | 51,447           | 16,430                              |
| Maintenance                | 27,003          | 33,726          | 6,723                               | 360,901          | 403,950          | 43,049                              |
| G&A (Add Other Expenses)   | 61,509          | 68,200          | 6,691                               | 679,648          | 685,555          | 5,907                               |
| <b>Total Expenses</b>      | <b>94,208</b>   | <b>117,410</b>  | <b>23,202</b>                       | <b>1,168,519</b> | <b>1,268,398</b> | <b>99,879</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>(58,394)</b> | <b>38,281</b>   | <b>(96,675)</b>                     | <b>464,679</b>   | <b>955,402</b>   | <b>(490,723)</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          | 1,202      | (1,202)  | 14,231     | 20,739     | (6,508)  |
| Passport & Trail Fees\$/Rounds    | #DIV/0!    | 93         | #DIV/0!  | 85         | 56         | \$ 29    |
| Public Rounds                     | 0          | 2,672      | (2,672)  | 14,311     | 26,276     | (11,965) |
| Green Fees & Cart Rental \$/Round | #DIV/0!    | 37         | #DIV/0!  | 71         | 57         | \$ 14    |
| Total Rounds                      | 0          | 3,874      | (3,874)  | 28,722     | 47,369     | (18,647) |
| Passport & Public Revenue/Round   | #DIV/0!    | 54         | #DIV/0!  | \$ 78      | 57         | \$ 21    |
| Total \$/Round                    | #DIV/0!    | 61         | #DIV/0!  | \$ 95      | 67         | \$ 28    |

|                         | 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 |
| Combniend Total         | 298        | 219        |    |              |            |    |

|                                   | ACTUAL  | ACTUAL  | ACTUAL  | ACTUAL  | ACTUAL  | ACTUAL  | ACTUAL  | ACTUAL    | ACTUAL   | ACTUAL   | 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  | 117,258  | 114,645   | 114,645   | 2,949,611        | 2,195,287        | 754,324                 |
| 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  | 117,288  | 114,675   | 114,675   | 3,213,945        | 2,400,449        | 813,496                 |
| Combined COGS                     |         |         |         |         |         |         |         |           |          |          |           |           |                  |                  |                         |
| Pro Shop                          | 13,876  | 21,354  | 32,091  | 19,575  | 20,813  | 54,784  | 32,238  | 7,717     | 3,451    | 4,408    | -         | -         | 210,307          | 106,013          | (104,294)               |
| Restaurant                        | 16,204  | 21,008  | 20,466  | 18,751  | 16,957  | 22,199  | 9,195   | 6,091     | 6,526    | (2,262)  | -         | -         | 135,135          | 88,619           | (46,516)                |
| Total COGS                        | 30,080  | 42,362  | 52,557  | 38,326  | 37,770  | 76,983  | 41,433  | 13,808    | 9,977    | 2,146    | -         | -         | 345,442          | 194,632          | (150,810)               |
| Gross Profit                      | 290,235 | 305,107 | 374,906 | 386,883 | 386,596 | 406,416 | 143,998 | 114,820   | 116,576  | 115,142  | 114,675   | 114,675   | 2,868,503        | 2,205,817        | 662,686                 |
| Combined Payroll                  |         |         |         |         |         |         |         |           |          |          |           |           |                  |                  |                         |
| Pro Shop                          | 21,327  | 25,551  | 25,553  | 25,528  | 25,700  | 39,616  | 19,889  | 16,927    | 17,573   | 16,504   | 21,225    | 16,873    | 272,266          | 288,629          | 16,363                  |
| F&B                               | 11,335  | 12,731  | 14,170  | 14,827  | 15,466  | 23,019  | 11,314  | 8,590     | 8,440    | 7,617    | 11,096    | 7,398     | 146,003          | 133,860          | (12,143)                |
| Maintenance                       | 41,109  | 45,198  | 46,579  | 47,321  | 41,571  | 59,412  | 36,424  | 36,487    | 37,892   | 39,766   | 72,088    | 50,408    | 554,255          | 609,100          | 54,845                  |
| G&A                               | 18,636  | 18,894  | 17,115  | 44,759  | 17,407  | 28,112  | 17,337  | 24,340    | 12,004   | 15,441   | 24,773    | 18,493    | 257,311          | 246,006          | (11,305)                |
| Total Payroll                     | 92,407  | 102,374 | 103,417 | 132,435 | 100,144 | 150,159 | 84,964  | 86,344    | 75,909   | 79,328   | 129,182   | 93,172    | 1,229,835        | 1,277,595        | 47,760                  |
| Combined Expenses                 |         |         |         |         |         |         |         |           |          |          |           |           |                  |                  |                         |
| Pro Shop                          | 23,582  | 11,753  | 12,367  | 6,448   | 16,109  | 7,041   | 2,243   | 6,585     | 3,737    | 3,088    | 2,485     | 2,510     | 97,948           | 103,447          | 5,499                   |
| Restaurant                        | 5,247   | 3,948   | 3,452   | 5,855   | 3,746   | 3,995   | 1,269   | 3,192     | 1,705    | 2,608    | 650       | 650       | 36,317           | 38,130           | 1,813                   |
| Maintenance                       | 38,967  | 38,310  | 48,493  | 46,791  | 11,075  | 58,237  | (1,588) | 50,549    | 43,064   | 27,003   | 129,140   | 102,850   | 592,891          | 658,480          | 65,589                  |
| G&A                               | 72,967  | 60,078  | 73,661  | 98,841  | 67,943  | 72,995  | 61,800  | 60,155    | 49,699   | 61,509   | 63,218    | 66,018    | 808,884          | 802,121          | (6,763)                 |
| Total Expenses                    | 140,763 | 114,089 | 137,973 | 157,935 | 98,873  | 142,268 | 63,724  | 120,481   | 98,205   | 94,208   | 195,493   | 172,028   | 1,536,040        | 1,602,178        | 66,138                  |
| 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  | 175,682  | 324,675   | 265,200   | 3,111,317        | 3,074,405        | (36,912)                |
| Net Income From Operations        | 57,065  | 88,644  | 133,516 | 96,513  | 187,579 | 113,989 | (4,690) | (92,005)  | (57,538) | (58,394) | (210,000) | (150,525) | 102,628          | (673,956)        | 776,584                 |
| 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 \$'s/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!   | 105              | 78               | (27)                    |
| 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!   | 85               | 68               | (17)                    |
| 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         |       |       |                       |
|                     |       |       |                       |
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| Projects            |       |       |                       |
|                     |       |       |                       |
|                     |       |       |                       |
|                     |       |       |                       |
|                     |       |       |                       |
|                     |       |       |                       |
| Regular Maintenance |       |       |                       |
| 5-Aug               | 9:30  | 10:30 | blow off nature walks |
| 11-Aug              | 11:30 | 12:45 | blow off nature walks |
| 19-Aug              | 10:00 | 11:00 | blow off nature walks |
| 26-Aug              | 9:30  | 10:30 | blow off nature walks |
|                     |       |       |                       |

# Waterlefe CDD

Date M-Y: Aug-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**

## **RESOLUTION 2023-16**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF WATERLEFE COMMUNITY DEVELOPMENT DISTRICT ADOPTING CERTAIN FEES AND POLICIES FOR USE OF THE DISTRICT'S GOLF COURSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the 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**, Chapter 190, Florida Statutes, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business and to adopt administrative rules with respect to any project of the District; and

**WHEREAS**, the District is the owner of a golf course located within the boundaries of the District; and

**WHEREAS**, the District has previously established rules governing usage of the golf course and has previously established a fee structure for use of the golf course; and

**WHEREAS**, the District desires to amend the fee structure regarding the District-owned golf course and allow for additional revisions to policies and programs as further outlined in the attached Rule 23-01; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by this Resolution the attached Rule and related documentation as just and equitable having been based upon operational practices and other factors affecting the use of the District golf course; and

**WHEREAS**, Rule 23-01 attached hereto, incorporated herein by reference, is for immediate use and application, having been adopted after having held a public hearing before the District Board of Supervisors on September 18, 2023.

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

**SECTION 1.** Rule 23-01, and related documentation attached hereto is hereby adopted pursuant to this Resolution. Rule 23-01 shall stay in full force and effect until such time as the Board of Supervisors may amend the information in accordance with Chapter 190, Florida Statutes.

**SECTION 2.** District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a public hearing before the Board of Supervisors.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

**WATERLEFE COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman / Vice Chairman



# **Exhibit A**

WATERLEFE CDD Rule No. 23-01  
Exhibit "A"

**2024 Golf Passport Fees**

| <b><u>Golf Passport Plans</u></b>  | <b><u>Waterlefe Resident Yearly Fee</u></b> | <b><u>Waterlefe Non-Resident Yearly Fee</u></b> |
|--|---|---|
| Full Executive Family  | \$6,300                                     | \$6,720   |
| Full Executive Single  | \$4,620                                     | \$5,040   |
| Sr. Executive Family   | \$4,800                                     | \$5,220   |
| Sr. Executive Single   | \$3,300                                     | \$3,720   |
| Junior Executive Family  | \$4,020                                     | \$4,440   |
| Junior Executive Single  | \$2,640                                     | \$3,060   |
| Young Executive  | \$1,860                                     | \$2,280   |
| <b><u>Trail Fee &amp; Cart Lease Programs</u></b>  |   |   |
| Trail Fee Family   | \$1,980                                     | \$1,980   |
| Trail Fee Single   | \$1,500                                     | \$1,500   |
| Cart Lease Family  | \$3,840                                     | \$3,840   |
| Cart Lease Single  | \$2,640                                     | \$2,640   |
| Per Use Cart Fee   | \$25  | \$25  |
| <b><u>Initiation Fee</u></b><br>*Junior Executive initiation fee is \$5,000 upfront with the balance due upon conversion to a Full Executive membership. | \$7,500                                     | \$10,000  |
| <b><u>Locker Fee</u></b>   | \$120                                       | \$120   |
| <b><u>Bag Storage Fee</u></b>  | \$120                                       | \$120   |

\*All fees are plus tax.

**Definition of a CDD Resident**

**Version 1: Defines Shores owners as a CDD Resident**

**Resident vs. Non-Resident Passport Fees**

The definition of a resident is determined by the Waterlefe CDD boundaries, plus the Shores at Waterlefe. If someone owns a home within the Waterlefe CDD Boundaries or in the Shores, they are considered a resident Passport Holder. If someone does not own a home within the Waterlefe CDD boundaries or the Shores, they are considered a non-resident Passport Holder and shall pay non-resident passport fees.

**Version 2: Defines Shores Owners as a Non-CDD Resident:**

**CDD Resident vs. Non-CDD Resident Passport Fees**

The definition of a CDD resident is determined by the Waterlefe CDD boundaries. If someone owns a home within the Waterlefe CDD boundaries, they are considered a CDD resident Passport Holder. If someone does not own a home within the Waterlefe CDD boundaries, they are considered a non-CDD resident Passport holder and shall pay non-CDD resident passport fees.



## Tab 8

WATERLEFE CDD Rule No. 23-01

**A RULE OF THE WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AMENDING GOLF CLUB USAGE AND FEES AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Waterlefe Community Development District wishes to amend certain usage and fees regarding the Waterlefe Community Development District Golf Club.

NOW, therefore be it adopted by the Board of Supervisors of the Waterlefe Community Development District:

1. **PROGRAMS.** The Waterlefe Community Development District hereby adopts the programs and pricing in accordance with the attached Exhibit "A".
2. **REPEAL OF PRIOR POLICY.** The programs and fees adopted in this Rule shall replace all previously adopted items which are in conflict and staff is directed to take all necessary steps to implement the policies adopted herein.
3. **EFFECTIVE DATE.** This Rule shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED by the Waterlefe Community Development District Board of Supervisors on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WATERLEFE COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTESTED BY:

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

## Tab 9



Waterlefe Community Development District  
Capital Projects Committee Minutes  
June 15th

**Present:** John Valletta, Tom Fletcher, Rich Barber, Joe Stein

**A quorum was established.**

**Absent:** none

**Other Attendees:** Syd Xinos (CCD Liaison), Steve Dietz (General Manager), Mary Paige Huisman (Executive Admin), Scott Geresy (Architect) Clay and Andrew (Manasota Construction)

**Call to Order:** Meeting was called to order @ 10:06AM.

**Public Comments:** No Comments

**Project Status Update:**

- a) Clay updated the committee on the schedule and presented an updated cost estimate. The committee reviewed the changes with Clay to get further details. There was also discussion on the tax included in the bids and the process of getting the CDD's tax exemption. Scott also discussed the mechanical and trusses update with the committee.
- b) Steve updated the committee on the acoustics analysis that came out. It was noted it came in the morning of the meeting and has been sent out already but there was not time to fully review before this meeting. The report did come with changes and recommendations. The committee discussed the analysis.
- c) Steve gave a quick update on the financing status of the project. The financing is expected to be finalized at the next CDD meeting.

**Review Bids from Contractors:**

- The committee went through the list from Clay with the different bids and their amounts. Clay went through his reasoning for recommending the bids he did. Some bids Clay received were not complete, other companies did not provide bids, and Clay's past experience with companies were all factors. The committee discussed Avihay versus Clays budget and how it will be decided who will be responsible for what. The committee did have further questions for Clay regarding pricing for certain bids like flooring, electrical, plumbing, and tile. The committee also discussed the bathroom counters and differences in prices for different door types. The committee also discussed the contingency budget and where it stands with items like the acoustics analysis.

**Cart Barn Restroom Plan Update:**

Waterlefe Community Development District  
Capital Projects Committee Minutes  
June 15th

- Steve gave an update on the status of the cart barn bathroom project. Steve also updated the committee on staff's plans for the Pro Shop once the course reopens but the building is still under construction.

**Communication Plan:**

- A communication is set to go out today to the community and members to inform them of the closing dates for the clubhouse for staff to move over to the cart barn.

**Additional Public Comments:** No Comments.

**Additional Committee Discussion:** No report.

**Liaison Comments:** No Report.

**Adjournment:** Motion to adjourn was made by Mr. Valletta with a second by Mr. Barber. Meeting was adjourned at 11:39AM.

## **Tab 9A**



Waterlefe Community Development District  
Capital Projects Committee Minutes  
August 10<sup>th</sup>, 2023

**Present:** John Valletta, Tom Fletcher, Rich Barber, Joe Stein

**A quorum was established.**

**Absent:** none

**Other Attendees:** Steve Dietz (General Manager), Mary Paige Huisman (Executive Admin), Scott Geresy (Architect) Clay, Andrew and Nathan (Manasota Construction)

**Call to Order:** Meeting was called to order @ 10:04AM.

**Public Comments:** No Comments

**Project/Schedule Status Update:**

- a) Manasota presented an updated schedule and updated the committee on where the current status of the schedule is. Clay discussed items like the potential tax savings expected to be seen and material items like lighting control. The committee asked about the critical path status and requested Manasota to provide their critical path status.
- b) Clay also updated the committee on the status of the renovations for the cart barn stating that is now in permitting.

**Acoustic Ceiling Discussion:**

- Steve reviewed the acoustic ceiling and sound decibel range with the committee and the expected reduction. The committee listened to audio files that showed an example of reduction in decibels. The committee discussed the contingency amount to be used and how the ceiling can affect that.
- Committee also discussed the installation and the maintenance of the acoustic ceilings. There were questions regarding the total cost of the bid presented. It was decided staff will get more details on the installation and the cost breakdown for the next meeting before the committee makes any recommendations.

**Lighting Options Discussion:**

- Steve presented different lighting options provided by Avihay and additional ideas found by Mr. Barber. Committee discussed the different design types and locations for the different lighting options. Committee members gave their comments on the different options; staff will reach out to Avihay about options based on committee discussion for the next meeting.

**Cart Barn Restroom Plan Update:**

- Clay updated the committee during the initial project/schedule update.

Waterlefe Community Development District  
Capital Projects Committee Minutes  
August 10<sup>th</sup>, 2023

**Communication Plan:**

- Steve reported that emails are being sent out regularly showing progress photos to keep residents and members updated.

**Additional Public Comments:** No Comments.

**Additional Committee Discussion:** No report.

**Liaison Comments:** No Report.

**Adjournment:** Motion to adjourn was made by Mr. Barber with a second by Mr. Fletcher. Meeting was adjourned at 11:24AM.

## **Tab 10**



Waterlefe Community Development District  
Golf Committee Minutes  
July 20<sup>th</sup>, 2023

**Present:** Ted Cole, Tony Maddaloni, Barbie Brand, Bonnie Tyler, Don Snowden, Scott Smith, Bill Vernal, Bruce Ambrose, and Bob Buchanan

**A quorum was established.**

**Absent:** Joel Ambrose

**Other Attendees:** Steve Dietz (CDD GM & Golf Club GM), Mark Trotter (Director of Golf), Mary Paige Huisman (Executive Assistant), Sasha Jarquin (Director of Marketing & Membership), Jessica Kaufman (F&B Manager), Chris Noll (Golf Course Superintendent) and Richard Carroll (CDD Liaison)

**Call to Order:** Meeting was called to order @ 12:00pm by Mr. Dietz

**Public Comments:** No Report.

**Business Administration:**

**Consideration of the Meeting Minutes from June 15th, 2023:**

- There was a motion by T. Maddaloni to accept the minutes with a second by T. Cole; this was unanimously approved.

**Financial Review:**

- May and June finalized financials were reviewed. It was noted net income was ahead of budget even with the closures due to revenues brought in from dues.

**Business Items:** Steve presented the updated budget and shared comments from the June CDD board meeting. Steve presented the reasoning for the proposed budget numbers. Committee discussed the proposed budget and different topics to include dues increases, expenses and inflation increases in this year and the previous year. and the communication of the revenues generated from public play.

- During discussion there was a motion to increase the passport dues & cart fees as presented in the budget by B. Brand with a second by S. Smith. This motion carried 6-3 with supporting votes from T. Cole, T. Maddaloni, B. Brand, B. Tyler, B. Ambrose and S. Smith and opposing votes from B. Vernal, B. Buchanan and D. Snowden.
- Steve presented and committee discussed the proposed capital plans for the next 5 years. The committee discussed projects being in the current fiscal year versus the upcoming fiscal year; projects in the current budget would have the biggest impact on play and would be the most beneficial to do during the closures. There was a motion by T. Cole with a second by B. Vernal to approve and recommend to the board the 23-24 budget and capital projects as presented. This motion carried unanimously.
- Steve presented the current fiscal year's forecast and the projects that staff would like to have completed this summer during the closure. There was a motion by T. Cole with a second by S. Smith

# Waterlefe Community Development District

## Golf Committee Minutes

July 20<sup>th</sup>, 2023

to recommend to the CDD Board the proposed list of projects to be completed this year and before the course re opening. This motion carried unanimously.

- The committee discussed membership and the potential of a membership cap. Steve presented a file showing dollars per round based on public play versus member play. There was also committee discussion on tee time availability for members & public. It was presented by staff that an unofficial cap could be created and managed by initiation fees similar to the way staff manages public play with the public rate. There was a motion by B. Vernal with a second by B. Brand to recommend the initiation fee be \$7,500 for residents and \$10,000 for non-resident prospective members. This motion carried unanimously.

### **Staff Reports:**

#### **Golf Course Maintenance:**

- Chris updated on the course renovations and staffing. Staff is continuing to push grown on the greens and tees and is working on the fairway conditions. The bunker for the new practice area is being shaped out and drainage is in. There was also committee discussion on hole #15 and the possibility of balls rolling into hazards. There was also committee discussion on the rating of the course and course handicaps once re-opening.

#### **Marketing Report:**

- Sasha reviewed membership count and other competing club's fees for items like locker fees, initiation fees, bag storage, and summer programs.

#### **Pro Shop:**

- Mark updated the committee on the recent Jr. Camp; it was modified from years past but was still popular with the parents and kids. Staff worked with maintenance to improve the grassy bank on the driving range to improve balls rolling into the lake for picking. The driving range targets have also been repositioned. Mark also reported that they have begun accepting applications for cart staff for the re-opening and will begin looking into hiring and training in the coming months.

#### **Grille Room:**

- Jessica reported a food trailer has been purchased. Chef Jeff and Jessica are working on menus for the food trailer and menus for when the building re-opens. There was also discussion on seating and hours for the food trailer once it is here and operating.

### **Fact Finding Subcommittee:**

- No Report.

### **Operations Subcommittee:**

Waterlefe Community Development District  
Golf Committee Minutes  
July 20<sup>th</sup>, 2023

- No Report.

**Communications:**

- No Report.

**WMGA:**

- No Report.

**WWGA:**

- No Report.

**Liaison Comments:**

- No Report

**Additional Discussion:**

- B. Buchanan gave an update on the youth program.

**Adjournment:**

- B. Vernal motioned for adjournment; T. Cole seconded. It was moved to adjourn the meeting @ 1:57PM.

## **Tab 11**



**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, August 21, 2023, at 2:06 p.m.** at the Waterlefe Golf Club – Fitness Studio Room, located at 995 Fish Hook Cove, Bradenton, FL 34212

Present and constituting a quorum were:

|                 |  |
|-----------------|--|
| Ken Bumgarner   | <b>Board Supervisor, Chair</b>               |
| Ruth Harenchar  | <b>Board Supervisor, Vice 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>                    |
| Tim Drumgool      | <b>Representative, ArtisTree (Via call)</b>                    |
| Scott Laballister | <b>Representative, Solitude (Via call)</b>                     |
| Andy Cohen        | <b>District Counsel, Persson, Cohen &amp; Mooney, P.A.</b>     |
| John Toborg       | <b>Rizzetta, Field Service Manager</b>                         |
| John Valletta     | <b>Rep. MPOA</b>   |
| Alex Johnson      | <b>Representative, Solitude (Via call)</b>                     |
| Liz Rocque        | <b>Solitude Lake Management (Via call)</b>                     |

|          |                |
|----------|----------------|
| Audience | <b>Present</b> |
|----------|----------------|

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Durand called the meeting to order and conducted roll call.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Audience Present / No Comments

**THIRD ORDER OF BUSINESS**

**Aquatic Maintenance  
Report and Update**

**1. Presentation of Waterway Inspection Report**

Mr. Laballister presented report.

**FOURTH ORDER OF BUSINESS**

**Landscape and  
Irrigation Update**

**1. Landscape Committee Update**

Mr. Dietz provided updates.

**2. Field Inspection Report**

Mr. Toborg presented the Field Inspection Report to the Board.

**3. Update on RPF for Landscape and Irrigation Proposal**

Mr. Toborg reviewed the bid process for the Board.

**4. Landscape Contractor Report**

Mr. Drumgool provided updates to the Board.

**FIFTH ORDER OF BUSINESS**

**Consideration of Second  
Addendum to Landscape  
& Irrigation Agreement**

On a motion by Ms. Harenchar, seconded by Mr. Tosi, the Board of Supervisors unanimously, approved the Second Addendum to Landscape & Irrigation Agreement, for the Waterlefe Community Development District.

**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.

**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**

FEMA updates were provided.

**NINTH ODER OF BUSINESS**

**MPOA Liaison Update**

Mr. Valletta discussed the River Club renovation.

**TENTH ORDER OF BUSINESS**

**District Counsel**

Mr. Cohen provided updates.

**ELEVENTH ORDER OF BUSINESS**

**District Engineer**

Mr. Schappacher was present and provided updates.

On a motion by Mr. Bumgarner, seconded by Mr. Carroll, 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.

**TWELVTH ORDER OF BUSINESS**

**District Manager**

Mr. Durand reminded the board that the next regularly scheduled meeting will be held on Monday, September 18, 2023, at 2:00 p.m. at 995 Fishhook Cove, Bradenton, FL 34212, in the fitness room.

**THIRTEENTH ORDER OF BUSINESS**

**Presentation of Website Audit for August 2023**

Ms. Harenchar provided updates.

**FOURTEENTH ORDER OF BUSINESS**

**Public Hearing**

**Public Hearing on the Fiscal Year  
2023-2024 Final Budget and Imposing Special Assessments.**

On a motion by Ms. Xinos, seconded by Mr. Carroll, the Board of Supervisors approved to open the Public Hearing on the Fiscal Year 2023-2024 Final Budget & 2023-2024 Imposing Special Assessments, for the Waterlefe Community Development District.

Audience present, no comments.

On a motion by Ms. Xinos, seconded by Mr. Carroll, the Board of Supervisors approved to close the Public Hearing on the Fiscal Year 2023-2024 Final Budget & 2023-2024 Imposing Special Assessments, for the Waterlefe Community Development District.

**FIFTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-11;  
Adopting the Fiscal Year 2023-2024  
Final Budget**

On a motion by Mr. Bumgarner, seconded by Mr. Carroll, the Board of Supervisors unanimously adopted Resolution 2023-11, Adopting the Fiscal Year 2023-2024 Final Budget, for the Waterlefe Community Development District.

**SIXTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-12;  
Adopting the Special Assessments for  
Fiscal Year 2023-2024**

On a motion by Mr. Bumgarner, seconded by Ms. Xinos, the Board of Supervisors unanimously adopted Resolution 2023-12, Adopting the Special Assessments for Fiscal Year 2023-2024 Final Budget, for the Waterlefe Community Development District.

**SEVENTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-13;  
Adopting the Fiscal Year 2023-2024  
Meeting Schedule**

On a motion by Ms. Xinos, seconded by Mr. Bumgarner, the Board of Supervisors unanimously adopted Resolution 2023-13, Adopting the Fiscal Year 2023-2024 Meeting Schedule, for the Waterlefe Community Development District.



**EIGHTEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-14;  
Authorizing the Negotiation of Lease  
No. 008-0600265-109**

On a motion by Ms. Xinos, seconded by Mr. Bumgarner, the Board of Supervisors unanimously adopted Resolution 2023-14, Authorizing the Negotiation of Lease No. 008-0600265-109, for the Waterlefe Community Development District.

**NINETEENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-15;  
Authorizing the Negotiation of  
Equipment Schedule No.  
008-0600265-304**

On a motion by Mr. Tosi, seconded by Ms. Xinos, the Board of Supervisors unanimously adopted Resolution 2023-15, Authorizing the Negotiation of Equipment Schedule No. 008-0600265-304, for the Waterlefe Community Development District.

**TWENTIETH ORDER OF BUSINESS**

**Ratification of Fiscal Year 2021-2022  
Final Audit**

On a motion by Ms. Harenchar, seconded by Mr. Carroll, the Board of Supervisors ratified the Fiscal Year 2021-2022 Final Audit, for the Waterlefe Community Development District.

**TWENTY-FIRST ORDER OF BUSINESS**

**Consent Agenda Items**

**A. Consideration of Landscape Committee Meeting Minutes from  
June 2, 2023**

**B. Consideration of Golf Committee Meeting Minutes from June 15, 2023**

**C. Consideration of the Regular Meeting Minutes from July 24, 2023**

**D. Consideration of Operations & Maintenance Expenditures for  
June and July 2023**

**June 2023: \$64,083.95      July 2023: \$107,060.31**

On a motion by Ms. Harenchar, seconded by Ms. Xinos, the Board of Supervisors unanimously accepted the Landscape Committee Meeting Minutes from June 2, 2023, and Golf Committee Meeting Minutes from June 15, 2023 and approved the Regular Meeting Minutes from July 24, 2023, for the Waterlefe Community Development District.

On a motion by Ms. Harenchar, seconded by Mr. Carroll, the Board of Supervisors ratified the Operations & Maintenance Expenditures for June & July 2023, for the Waterlefe Community Development District.

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**TWENTY-SECOND ORDER OF BUSINESS      Supervisor Requests and Comments**

Mr. Carroll made comments on the watershed problem.

**TWENTY-THIRD ORDER OF BUSINESS      Adjournment**

|   |
|---|
| On a motion by Mr. Bumgarner, seconded by Mr. Tosi, the Board of Supervisors, unanimously approved to adjourn the meeting at 5:11 p.m., for the Waterlefe Community Development District. |
|---|

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

\_\_\_\_\_  
Chairman / Vice Chairman

## **Tab 12**

# 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 August 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2023 through August 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$60,618.36**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

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



## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

| Vendor Name                                       | Check Number | Invoice Number           | Invoice Description                  | Invoice Amount |
|---|--------------|--------------------------|--------------------------------------|----------------|
| Artistree Landscape<br>Maintenance & Design STE B | 100300       | 172577                   | Pest Control & Plants 07/23          | \$ 667.00      |
| Artistree Landscape<br>Maintenance & Design STE B | 100307       | 172826                   | Monthly Grounds Maintenance 08/23    | \$ 11,928.83   |
| Berger, Toombs, Elam, Gaines<br>& Frank CPA       | 100302       | 363687                   | Auditing Services 09/30/22           | \$ 7,595.00    |
| Crosscreek Environmental, Inc.                    | 100308       | 14588                    | Backfill - 808 Whooping Crane 07/23  | \$ 1,350.00    |
| Florida Power & Light Company                     | 20230808-2   | FPL Summary 07/23<br>ACH | FPL Summary 07/23                    | \$ 2,431.83    |
| Gate Pros, Inc.                                   | 100305       | 9580                     | Gate Service Call 08/23              | \$ 1,750.00    |
| Kenneth E. Bumgarner                              | 100309       | KB082123                 | Board of Supervisor Meeting 08/21/23 | \$ 200.00      |
| Manatee County Sheriff's Office                   | 100298       | 1479                     | Patrol Services 07/23                | \$ 780.00      |
| Manatee County Utilities<br>Department            | 20230816-1   | MCUD CDD 07/23<br>ACH    | MCUD Summary 07/23                   | \$ 5,062.93    |
| Persson, Cohen & Mooney,<br>P.A.                  | 100301       | 3926                     | Legal Services 07/23                 | \$ 4,410.00    |
| Persson, Cohen & Mooney,<br>P.A.                  | 100301       | 3927                     | Legal Services 07/23 - Golf          | \$ 490.00      |
| Persson, Cohen & Mooney,<br>P.A.                  | 100301       | 3999                     | Legal Services Quiet Title - 07/23   | \$ 560.00      |
| ProPump and Controls, Inc.                        | 100299       | 0053279-IN               | Pump & Motor Repairs 03/23           | \$ 4,986.51    |
| Richard E Carroll                                 | 100310       | RC082123                 | Board of Supervisor Meeting 08/21/23 | \$ 200.00      |

## Waterlefe Community Development District

### Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

| Vendor Name                   | Check Number | Invoice Number          | Invoice Description                         | Invoice Amount             |
|-------------------------------|--------------|-------------------------|---|----------------------------|
| Rizzetta & Company, Inc.      | 100297       | INV0000082272           | District Management Fees 08/23              | \$ 6,340.83                |
| Ruth A Harenchar              | 100311       | RH082123                | Board of Supervisor Meeting 08/21/23        | \$ 200.00                  |
| Schappacher Engineering, LLC  | 100303       | 2512                    | Engineering Services 07/23                  | \$ 2,512.50                |
| Solitude Lake Management, LLC | 100306       | PSI003728               | Aerator Maintenance 08/23                   | \$ 172.48                  |
| Solitude Lake Management, LLC | 100306       | PSI-97747               | Monthly Lake and Pond 08/23                 | \$ 3,611.00                |
| Spectrum                      | 20230808-1   | 168629201072123 ACH     | Guardhouse - Winding Stream Way 08/23       | \$ 199.98                  |
| Spectrum                      | 20230814-1   | 2146062072323 ACH       | Cable/Internet 08/23                        | \$ 202.96                  |
| Spectrum                      | 20230824-1   | 2095400080523 08.23 ACH | Cable/Internet Guardhouse 08/23             | \$ 418.13                  |
| Sydney S. Xinos               | 100312       | SX082123                | Board of Supervisor Meeting 08/21/23        | \$ 200.00                  |
| Thomas A Tosi                 | 100313       | TT082123                | Board of Supervisor Meeting 08/21/23        | \$ 200.00                  |
| U.S. Bank                     | 100304       | 699593                  | Trustee Fees Series 2012 07/01/23- 06/30/24 | \$ <u>4,148.38</u>         |
| <b>Report Total</b>           |              |                         |   | <b>\$ <u>60,618.36</u></b> |