

# Waterford Estates <u>Community Development District</u>

http://www.waterfordestatescdd.com

David Bailey, Chair

Judith VanHaaren, Vice Chair

Linda Mazner, Assistant Secretary

Karen Kimball, Assistant Secretary

Mike Abair, Assistant Secretary

July 7, 2025



## **AGENDA**

# Waterford Estates Community Development District

Seat 5: David Bailey - C	
Seat 1: Judith VanHaaren- VC	
Seat 3: Linda Mazner - AS	
Seat 2: Karen Kimball - AS	
Seat 4: Mike Abair - AS	

#### Meeting Agenda

Monday July 7, 2025 11:00 a.m. Waterford Estates Clubhouse 7200 Waterford Parkway Punta Gorda, FL 33950 Zoom Link: https://us06web.zoom.us/j/86552924923

Meeting ID: 865 5292 4923 Passcode: G9z6ut

Passcode: G9z6ut Phone: 929-205-6099

#### **Board of Supervisors Meeting**

- I. Roll Call
- II. Pledge of Allegiance
- III. Approval of Minutes of the May 5, 2025 Meeting
- **IV.** Business Items
  - A. Consideration of Resolution 2025-08 Adopting the Fiscal Year 2026 Meeting Schedule
  - B. Discussion Items:
    - 1. Exotic Vegetation Removal
    - 2. Discussion of Community Tree Project
    - 3. Discussion of Letter Regarding Resident Planting on CDD Property
- V. Staff Reports
  - A. District Counsel
    - 1. Discussion of Memorandum Regarding 2025 Legislative Update
  - B. District Engineer
  - C. HOA Report
  - D. Field Report
    - 1. Monthly Report
    - 2. Discussion of CDD Irrigation
    - 3. Consideration of FPL Bush Hog Proposal
      - i. EcoTech Environmental

- ii. Premier Landscaping
- 4. Consideration of Premier Landscaping Proposal to Remove Oaks & Stump Grind
- 5. Consideration of Premier Landscaping Proposal for Australian Pine Removals
- 6. Consideration of Premier Landscaping Proposal for Tree Removal

#### VI. Financial Reports

- A. Approval of Check Run Summary
- B. Acceptance of Unaudited Financials
- VII. Supervisor Requests and Audience Comments
- VIII. Next Board Meeting is Scheduled for August 4, 2025 at 11:00 a.m.
- IX. Adjournment

Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <a href="http://www.waterfordestatescod.com">http://www.waterfordestatescod.com</a>

## **SECTION III**

# MINUTES OF MEETING WATERFORD ESTATES COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Waterford Estates Community Development District was held on Monday, May 5, 2025, at 11:00 a.m. at 7200 Waterford Parkway, Punta Gorda, Florida 33950

Present and constituting a quorum were:

David Bailey Chairman
Judith VanHaaren Vice Chairman
Linda Mazner Assistant Secretary
Mike Abair Assistant Secretary

Also present were:

Jason Greenwood District Manager, GMS
Paul Winkeljohn District Manager, GMS

Patrick Burgess GMS

Michael Pawelczyk by phone District Counsel

#### FIRST ORDER OF BUSINESS

Roll Call

Mr. Greenwood called the meeting to order and called the roll.

#### SECOND ORDER OF BUSINESS

**Pledge of Allegiance** 

The Pledge of Allegiance was recited by all who attended the meeting.

#### THIRD ORDER OF BUSINESS

Approval of the Minutes of the February 3, 2025 Meeting

Mr. Greenwood: The next item on this agenda we will have approval of the meeting minutes. We did not receive any modifications or changes before the meeting. Were there any questions or do we have a motion to approve the meeting minutes from February 3, 2025?

On MOTION by Mr. Abair seconded by Ms. VanHaaren, with all in favor, the Minutes of the February 3, 2025 Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

#### **Business Items**

#### A. Consideration of Resolution 2025-04 Election of Officers

Mr. Greenwood: The next item on this agenda that we have is consideration of Resolution 2025-04 election of officers. As you can see, we have presented your current slate that will retain Mr. Bailey as Chairman, Judith as Vice Chair and then following on that would be Patti Powers as Treasurer, Sharyn Henning and Darrin Mossing Assistant Treasurer and then that would also include myself as a Secretary. The rest of the Board members will fall as Assistant Secretaries and Amanda Ferguson with GMS would also be an Assistant Secretary. Were there any changes? This is more of a housekeeping item. Do we have a motion to approve?

On MOTION by Mr. Abair seconded by Ms. Mazner with all in favor, Resolution 2024-05 Election of Officers as slated above, was approved.

### B. Consideration of Resolution 2025-05 Redesignating Primary Administrative Office

Mr. Greenwood: The next item on the agenda is Resolution 2025-05 and this is redesignation of the primary administrative office. The clubhouse here is going to be the main source of resource meaning if there is a resident that wanted any public records request, they could obviously retain these where they would meet a member of staff. The local records would be kept here but the primary administrative office will be our Tampa office which would be the 4530 Eagle Falls Place. The primary administrative office is the GMS office. If there were residents that wanted to obtain public records request, we would essentially meet them here. We would have a computer for them so they could obtain the public records, meaning myself coming down or Patrick with a computer if they needed those. I know that you have record keeping here. It is more of just a housekeeping item and to provide convenience to anyone that wanted to make a public records request.

Ms. Mazner: All local records?

Mr. Greenwood: Yes, local records, anything that pertains to the CDD. The agendas, everything is on the records server. There is no responsibility of anyone in this building to maintain records. It is just in the event if there are local records needed, I could meet with a resident here and say here is my computer, what would you like to see?

Mr. Bailey: By law we have to do this. It clearly states we have to have paper records here.

Mr. Greenwood: So, do you keep everything here in a file?

Mr. Bailey: Yes.

Mr. Greenwood: Where?

Mr. Bailey: In that office.

Mr. Greenwood: Okay, excellent. I guess we are covering ourselves with copies of records here physically but then if we need to further provide records electronically, we can meet residents here with computer files. It is more of a housekeeping item again.

Mr. Bailey: Paul would update them periodically.

Mr. Greenwood: Okay. We provide them live. Every time there is a meeting, we provide new records.

Mr. Greenwood: Michael, the question was just asked about the primary administrative office about records being kept here on site and Paul there was also a question to you that you periodically updated records here on site.

Mr. Pawelczyk: What is the question for me?

Ms. VanHaaren: We are thinking only electronic and it was stated that we have to keep paper records here.

Mr. Pawelczyk: You do not need to keep paper records there. If you keep electronic records there, you need to make sure that the public has access to them so you have to have a computer for them to access those records.

Mr. Greenwood: That is simple. What we have done at other Districts have just provided a tablet and leave it in a drawer. It is very simple and easy. Paul, there was a question to you that you periodically updated these before.

Mr. Winkeljohn: Originally when we had binders and copies, we would bring a packet every other meeting and just update it. All of that is obsolete now so it would go electronic and substitutes all of those past procedures and works much easier.

Mr. Bailey: So, we don't need to keep them here any longer is what you are saying?

Mr. Winkeljohn: No. You might schedule a nice bonfire.

Mr. Bailey: I just remember about a year ago you brought a new set over. Alright, it has changed and that is fine with me. In fact, I looked at them here the other day so whatever. They may no longer be here. They got trashed before.

Mr. Greenwood: They did?

Mr. Bailey: Yeah.

Mr. Greenwood: Do we have a motion to approve Resolution 2025-05?

On MOTION by Ms. VanHaaren seconded by Mr. Abair with all in favor, Resolution 2025-05 Redesignating Primary Administrative Office, was approved.

## C. Consideration of Resolution 2025-06 Designating Michael J. Pawelczyk as the District's Registered Agent

Mr. Greenwood stated the next item on this agenda is Resolution 2025-06 designating Michael Pawelczyk as District registered agent. Michael, do you have anything to add to that point?

Mr. Pawelczyk: Sure, I will just explain this. Dennis Lyle with my firm is the current registered agent. Dennis has since retired so we would ask that the Board appoint me as the registered agent. Our office is also the registered office for that purpose. The statute does require that the Board designate a registered agent and office. It can be anywhere in the state, it doesn't matter. The purpose of that is mainly for service of process so if someone does serve a lawsuit on the District, it would come to our office and we would direct it accordingly.

Mr. Greenwood: Again, this is more of a safety and housekeeping item having District Counsel as your designated registered agent. Do we have a motion to approve?

On MOTION by Mr. Bailey seconded by Ms. VanHaaren, with all in favor, Resolution 2025-06 Designating Micheal J. Pawelczyk as the District's Registered Agent, was approved.

#### **D. Discussion Items:**

Mr. Greenwood: The next item we have is discussion items and we have items one, two and three here.

#### 1. Exotic Vegetation Removal

Mr. Greenwood: The first one is exotic vegetation removal. Back in March you saw that there was a rather large project. We did receive very positive feedback of the vegetation being removed. Patrick, I know that you had eyes on this throughout the whole project working with Premier on this one.

Mr. Burgess: I put as many pictures as I could in my report. David and I were out there throughout it. Premier did a lot of good work and a lot of extra work, above and beyond. The goal is to maintain in that area now so it doesn't continue to overgrow. In the future, there is going to be some additional removal done. We are just trying to plan it out. There is still a lot of Brazilian Pepper from the other properties encroaching on but what was done initially was a lot of great work by Premier. There are a ton of pictures in here. If there are any questions about it, I would be happy to answer them.

Mr. Bailey: We have gone through all of this expense of cleaning this up and it has been happening and developing so we owe it to the residents to maintain what we have here. I would like to recommend that we consider hiring somebody to maintain and keep that cut back. It is not something that has to be done every week. It is something that I think should be at least looked at every six months and taken care of, maybe on a yearly basis. I have no idea, it's whatever the rest of the Board has in mind as far as that. Can you tell us Patrick what your experience has been with other subdivisions or developments, how often do they maintain?

Mr. Burgess: Well, it is really up to what I think Premier would think is best, what he would consider like a hot spot area. But are we going to continue to cutback other people's vegetation?

Mr. Bailey: No, no, just maintaining what is on our property.

Ms. VanHaaren: CDD property.

Mr. Burgess: As far as what was removed, the clear paths on some of the pictures, that is going to be maintained by Premier moving forward so a lot of the area is going to be kept back but it just depends on how much growth appears in certain areas, we may have

to continue another service basically. We knew there were additional phases that would come.

Mr. Bailey: No, I am just talking about maintaining where it is now. We moved it back along phase one on the East side. We did similarly on the West side, moving it back.

Mr. Greenwood: As part of your budget we are going to go through your proposed budget, we did add into your proposed budget exotic removal landscape replacement line item of up to \$10K depending on potentially if there is to be an increase or not in the CDD fees or what not. But we have included \$10K for that removal each year. The cost of it, it was a big item. It was just shy of \$33K because that is what it cost to get it all the way back. Now maintaining it, I think Premier did a fantastic job and they would be the ones that we would have maintain it. During the site visits that Patrick has with them, each time that he is out here, it needs to be one of those that we need to review essentially maybe I would suggest at least quarterly or put the emphasizes on Premier to provide us feedback on when we need to go back there and chop it back. Is it quarterly or is it every six months? It is in the budget. We have budgeted for it which I think is very smart so we don't get back to where we were before. I don't recall when it was last cut back. David, do you remember?

Mr. Bailey: I don't think it was ever.

Mr. Greenwood: Now we have it at a place that we are happy right, so what does it cost to maintain it or keep it back there? Landscaping does grow pretty quickly so it is something that we definitely will have to monitor. We have put some monies away for it. I can't imagine it will cost the same as what it did for the big capital but it will if we leave it years to grow back. I think that is a wise choice of the Board to keep those monies in there, whether it is the full amount, less, that would be fantastic. We really don't know.

Mr. Bailey: How does the rest of the Board feel about hiring someone to look at it and advise us? Patrick maybe you can take a look at it for us.

Ms. VanHaaren: We sure don't want to let it go like it was.

Mr. Bailey: No way.

Mr. Greenwood: I think we put the emphasis on Premier to let us know. We have a certain budget that we want to keep below. If we need to go back there every quarter to knock it back so we don't have to go through this extensive process again, we will make sure we do that. Patrick, if we can just coordinate with them. I think a quarterly look is a lot

#### May 5, 2025

easier than doing six months because a lot can grow. David, do you think that suffices? Are you good with a quarterly check? They are out here every week. If they see something different, I think we ask the expert maybe but I would say the minimum of a quarterly site review of that.

Mr. Bailey: That is fine.

Mr. Greenwood: Anymore discussions on that vegetation removal?

Mr. Bailey: As part of maintaining the rest of our property, there is material plants going in the easement. We also have two small parcels over on the West side here. I don't understand why they are there but they have been let go. We also have along the East side, WEN1 and WEN2 where there are Brazilian peppers growing as well as some Australian Pine. In order to watch over that and maintain it, I think we should know what we are dealing with here. I would suggest that we have an inventory of those areas and identify what is growing there. Is it exotic, that is what they call them, exotics or invasive. I call them invasive but other people here call them exotic so whatever. But I would like to see an inventory so we know what we are dealing with and we can decide what we want to do with them.

Mr. Abair: Are you talking about growth inside CDD property?

Mr. Bailey: On CDD property, yes.

Mr. Greenwood: There are other areas that we still need to review. We have done the major cutback in this one area. There are other invasive areas that we still need to review and that is what you want us to make sure are covered.

Mr. Bailey: Yes!

Mr. Greenwood: Simple, we can do that!

Mr. Bailey: Just get an inventory, get eyes on the ground then make a plan.

Ms. VanHaaren: You are talking about going back there in the East Lennox area?

Mr. Bailey: East Lennox and down here along Mikasa on the East side. From the rear of the property lines to the rear of the property lines on the homes there is a buffer area, a 15-footer over here and 15-footer down there.

Ms. VanHaaren: It was cleared down. There was a lot of clearing. When you and I walked, there was a lot of clearing. Most of what I saw was county.

Mr. Bailey: It didn't include the entire property.

Mr. Greenwood: I think the easiest way to do this is to circle back with Premier who is in charge of maintaining the CDD areas. We find out what other exotic areas need to be cut back or potentially a cause of concern and we just need to make sure that we are monitoring so we don't get the same area what happened with this area. Just make sure that we maintain those areas. I think the biggest part where David is going to is that we get a plan moving forward.

Mr. Bailey: Yes!

Mr. Greenwood: We can certainly do that working with Premier if they can provide a site map. Visually it is always easier if we can just provide that to the Board members. I think that would be a case that we do that.

Mr. Bailey: One item that was already developed and just takes a plan, develop a base map for that purpose

Mr. Greenwood: I have yet to see that map. Patrick, do you have access to that map yet?

Mr. Burgess: Yes.

Mr. Greenwood: Why don't we distribute that to the rest of the Board members. When was it last reviewed, just making sure? I think what we do is provide where we are as of today. I think today is probably better than looking back at what we had because I can assure you it has probably grown quite a bit.

Mr. Bailey: You are talking about the land development plan?

Ms. VanHaaren: Yes.

Mr. Bailey: Those land development plans, looking at those and looking at the current photography, there is no difference.

Mr. Greenwood: Okay, not a problem. We will get a map of where we stand today and where we need to go forward and start developing a plan.

Mr. Bailey: We ought to have a cost from Premier for them to do the survey and before we go ahead with it. I don't want to spend a lot of money on something that.

Ms. VanHaaren: I don't want to spend any money.

Mr. Bailey: You got to spend money or you are going to end up with likely what we just did.

Mr. VanHaaren: We have a contract with Premier so let's let Premier move forward with what we like.

Mr. Bailey: This survey is not included in that contract with Premier.

Ms. VanHaaren: Before we ask them to do it, we need to get proposals.

Mr. Bailey: That is exactly right. Motion to direct staff to get a proposal from Premier to inventory only. It's going to be something on a piece of paper that says you got exotic here, you got one of them here, you have got invasive over there, and yada, yada, yada all over the place.

Mr. Abair: Why do we need that if we are going to clear that area?

Mr. Bailey: It is going to cost a lot of money to do it so we are going to know what we are dealing with.

Mr. Greenwood: To develop a plan and a map, I wouldn't expect that to cost too much money from Premier. I think they would quite happily provide us a map because they would love to do the work. I think we just take staff direction to work with Premier to provide us what we will call an inventory map of where we stand today and what are our challenges ahead if we don't cut these areas back.

Mr. Bailey: We don't want to do it this year. We have to plan this year for next year. I am going to bring up some other things. I think we should do our planning this year and know what we have to do for next year. I am not suggesting at all that we go in and remove the peppers and remove the pines or any of that other than what we might have to on an emergency basis. Anyhow it is just getting a plan together.

Mr. Greenwood: I just sent that email to Premier to get that one. We will get the wheels turning with that, getting an inventory and report back with any updates. The next item is discussion of community tree projects.

Mr. Bailey: Didn't we bring up another?

Ms. VanHaaren: No.

Mr. Greenwood: Is it about the exotics, David?

Mr. Bailey: I was asking you, yes okay.

Mr. Greenwood: Okay.

Mr. Bailey: There are some locations and Patrick and I looked at them the other day. There are some locations where there are some very tall pines all on CDD property and some of them even over on the adjacent property. In this case it would be county property where these pines are very tall. I was lucky during lan it just missed my house.

My neighbors both got hit. For the ones that remain, in fact they have gotten really tall, I would like to have a proposal to just remove those couple of pines in there.

Mr. Burgess: Essentially, we met and the goal is to get a price for the tallest pines that are on CDD property to see if we can get them removed and kind of remove any potential of them falling onto the homes. I met with David on Thursday last week and we are just waiting on Premier to give us a price for those locations and see what the price is.

Mr. Bailey: Was that not included in the previous survey?

Mr. Burgess: He won't charge us for that but that can be a part of the survey. There is kind of just a request for it.

Mr. Bailey: I am talking about a cost to have it removed early here before hurricane season.

Mr. Burgess: Yes, that is the goal. When we see the price, we will know about how quick we may be able to do it. We need to see what the price is in order to move forward.

Mr. Bailey: Okay, do we want to move forward without a price at this point?

Ms. VanHaaren: To cut them down?

Mr. Bailey: Yes.

Ms. VanHaaren: Absolutely not.

Mr. Bailey: Okay, well that is what I needed to hear.

Ms. VanHaaren: We need a cost. We have so many other things to. I agree that they need to come down but you also have Charlotte County who is not doing anything about the ones on their property. If we cut the few down and you still have the other ones that can cause damage. You might be trying to stop the damage from the back area but we still got more standing up there that are going to cause damage too so what are we going to accomplish there?

Mr. Bailey: We are going to accomplish.

Ms. VanHaaren: Just on CDD property but you still have Charlotte County property.

Mr. Bailey: You can find out how we get those removed from county property.

Mr. Greenwood: I think we gather all of the information, present it to the Board members and say this is what Premier is saying it's going to cost and see if it is something that we can accommodate and if it's not then we will look at the severity of them, like which ones are most dangerous and tackle it that way. We are not quite into hurricane season

just yet but it is good to be proactive and think about this and just if we can budget for it? Anything else regarding exotic vegetation removal?

Mr. Bailey: Yes, when you talk to Premier ask about hauling the logs away or chipping them here. You know they have to be hauled away. You have to pay for them to haul them as well as chipping fees. When Enviro-Tech was doing the bushhogging here after lan, they ran over some pine logs and chipped them on site but didn't haul the chips away. My question is can we cut these pines, chip them here and let that material lay there?

Mr. Burgess: That is what we were asking Premier. I have that note.

Mr. Greenwood: You mean like cutting back a CDD tree and putting it back into the wetland area, is that what you are saying?

Mr. Bailey: No do not put it in the wetland.

Mr. Greenwood: No, I am just trying to understand what you are asking David.

Mr. Bailey: My question is can we just put it somewhere on our site other than the wetland.

Mr. Burgess: You mean mulch it.

Mr. Greenwood: You mean can we mulch it? Yes, we can mulch whatever areas we want with the CDD. We can do that but is it going to be unsightly? I think we need to understand what practice could be from Premier and if it is something that they can actually provide. You need machinery to do that.

Mr. Burgess: I asked them when we asked about the pricing for the Australian pines. We will see what their recommendation is.

Mr. Greenwood: Again, it is a thought.

Mr. Bailey: I just know they never hauled them away when he was chipping them with the bushhog.

Mr. Burgess: Let's see what they say.

Mr. Bailey: I am just thinking. You might want to talk to Dave Beck about it too.

Mr. Burgess: Yeah, I have our notes from what we discussed and I will get an answer.

Mr. Greenwood: Anything else regarding the exotic vegetation removal? Anything else?

Mr. Bailey: Let's move along.

#### 2. Discussion of Community Tree Project

Mr. Greenwood: The next item is discussion of community tree project. Staff reached out to I assume it was the landscape architect and we provided feedback from what has been noted from the architect like a tree allocation, how many trees do we need in order to be compliant with what it says in Charlotte County. It says that as it stands, the CDD is at a shortfall at the moment. Ultimately, it has been noted that there has to be installation of tree material to reach this quota. There has been a cutoff date of June 2026. I think rather than moving forward with anything just yet, we have been told that Charlotte County is going to make us implement and install a tree allocation. We have looked at putting Cypress trees along the pond banks, was it four or six-caliper Cypress trees?

Mr. Bailey: Six.

Mr. Greenwood: Six Caliper Cypress trees do equate to a large sum of money. They are very expensive because they are mature trees and we have got to the point where we ask the architect can we install smaller caliper Cypress trees to reach the tree quantity and allocation and they have said absolutely you can but there is still going to be quite a big shortfall. The direction that we are going to be asking the Board is what do you want us to do with this. Do you want us to keep researching, looking into this or is the direction of the Board that we just kind of want to sit tight and get through another hurricane season and see what we are really dealing with because my understanding over the years, there has been a lot of contention on the CDD side with trees that needed to be removed. I think it was the oak trees that were a big issue that were ripping up sidewalks and what not. Before we put District efforts into finding further proposals about installing trees or even think of spending District money on this obviously that would be the Boards direction. We just want to understand what the Board wants us to do as staff.

Mr. Abair: I don't want to put Cypress trees along those pond banks.

Mr. Greenwood: I mean as an option.

Mr. Abair: The residents aren't going to care for that.

Mr. Greenwood: It is more just to clarify to the Board to actually help, it was more going to be along the road, the boulevard along that main stretch to help strengthen the pond banks because there are some erosion areas. It wouldn't be on the resident side.

Mr. Greenwood: Yes, absolutely that is where they would go.

Mr. Abair: Otherwise, we have a big area where we can plant trees that is CDD area between Waterford Parkway and Mikasa and Lake 3. There is a big area there to plant trees. You need to plant trees to get your share of the points that were spent. My recommendation would be to consider putting it there. The only other option is in the areas that we have cleared already.

Mr. Greenwood: Okay. Linda, anything?

Ms. Mazner: I would like to see the CDD work hard on this and get some consolation. I am thoroughly upset that this went through without contacting the CDD or without talking to the CDD. A government entity should be talking to another government entity before they enforce this stuff. This community has spent enough money. We still have houses that need repair from the hurricane and all of this being forced on them making everything go up. I think there is a better way to go about this instead of Charlotte County being so demanding to us. I think the CDD needs to find a way to work with the county to give more time and more understanding. Charlotte County probably doesn't care but I believe that the community needs to come together. It is costing us all money.

Mr. Abair: If I understand you correctly, our tree plan was not the one that we have.

Ms. Mazner: Yeah.

Mr. Abair: It does not include CDD trees. They had a separate requirement for the CDD for trees?

Ms. Mazner: Yes. It is on the plan but it says exactly where they have to put them in. This is what upset me because we should have had community meetings over this before this even went forward to be approved by Charlotte County and the CDD should have been involved. The fact that you were not involved. They wanted your money but they didn't want you involved in it and you should have been involved just like this community.

Ms. VanHaaren: Wen1 paid for some, WECA paid for some, WEN2 paid for some, and CDD paid for some to get all of this done. Yet we never had community meetings to say here is what we are looking at and here is what we are thinking about. No, no we don't like that, lets discuss it and we never were given that opportunity. I think you should be given that opportunity with Charlotte County.

Mr. Greenwood: I think that is where we are at. We just want Board direction of how we want to approach this. We want to concentrate our efforts in what the Boards direction

is and as it is right now, we haven't had this conversation really between us sitting at this table what we are going to do with it. The architect essentially said it is a county requirement. We can certainly get in touch with Charlotte County and they might tell us it is set in stone and that is it. Making more noise with the county might put a bigger target on our backs. I just want to make sure that we are being transparent with this Board.

Ms. Mazner: People who live in this community have nothing better than to do than voice their opinion on Charlotte County. There is the target with that. What we are trying to do is work with them because people don't have \$800, \$1,000, \$1,500 to spend on trees. How much are those Bald Cypress?

Mr. Greenwood: The six caliper ones I think it was 40 of them was closer I think to about \$1,500 to \$2,000 each for a six caliper one to be installed. When they are smaller, they are obviously a lot cheaper. That was just a ballpark figure from a number from a vendor up in Manatee County. David, what are your thoughts?

Mr. Bailey: I agree with Judy the CDD paid for a portion of the architects fee but we never had any input. They just laid on us that this is what you are going to do or what you have to do. That was my greatest gripe but the county says this is the tree plan and the trees that were recommended by the landscape architect. I am sure he did not know whose property it was showing on. So, he didn't realize that the buffer trees that were CDD property or at least the plan wasn't labeled that way nor did he know that the area outside of the right of way was CDD property. He put 40 Bald Cypress on CDD property.

Mr. Greenwood: As you can see Patrick provided a very detailed email with the architect. We were on that with the Chairman and myself and the response was the tree allocation is there. It is kind of something you guys have to deal with. I think further investigating. Look I don't know what Charlotte County are going to say to us if there is a possible variance or understanding. They have this deadline of June 2026. Is it a case that this can be extended so we can actually put a real plan in place because the financial hardship. If it is something mandated to us, it is going to cost the District a considerable amount of money which I want to be able to ask honestly if they think that is really truly acceptable. One year to come up with all of that expenditure over something that the CDD didn't necessarily agree to or if we find out it is done then we will just have to move forward and go from there. I think reaching out to the county understanding if there is a possible

variance would probably be the first approach and then kind of report back to the Board as we have anymore news.

Ms. VanHaaren: What if you started with just the smaller trees? I mean if the county wants to come in and date us shame on them because this community is working hard to try to accommodate what we can. A lot of the community itself, I don't know where WEN1 stands with points but we already have in WEN2 enough points to get us through. We don't need more homeowners causing us more pain and problems because it isn't the way that they want and that is the big issue we have with the county. Generally, most of the homeowners in here are happy with the way things are. They are pretty upset that they are being targeted. I'm sorry, people may not agree with it but it is true. I feel that we need to go slow and there are some people if they can only afford a small tree and they put it in, the county should be happy. They are doing something; the tree will grow. Here is my concern, you go and you put all of those trees in and a hurricane comes and takes all of those trees out, now you have got another year and a half to put them all in again. That is a cost and that is costing all of us. I don't see the county going around in Charlotte County going to homeowners and telling them oh your tree came down now you have to put it back up. They are not driving around doing that. I feel like we are a target because of some of the issues that have come up.

Mr. Bailey: I would also support Mike's idea of planting maybe some other species well definitely some other species in this one parcel down here. We can really make that look nice. We would have to irrigate it.

Mr. Greenwood: I think in the event that there is no alternative of when we have to plant in that. We need to fully understand what our options are first but then I think Michaels thought of beautifying another area might be a good idea. The area that you described maybe that is where we plant these trees. Obviously at this point just to understand, we have got the Board meeting so if you want to open this up and allow the audience. Chairman, do you want to allow audience member to partake?

Mr. Bailey: Yes.

Resident Kathy: I was on the project with the trees. I asked Charlotte County some of these questions already. Charlotte County's response was you can change out the trees if you don't want to use those particular trees but you have to go back to the arborist and

have them redesign a plan which is going to cost more money. They suggested you could, you know, substitute other trees for the Cypress.

Mr. Greenwood: Certain trees count for certain points to a tree allocation. A six-inch caliper Bald Cypress is just far too expensive for what the District wants. Like you said with the arborist, it's going to cost us more money. Do we want to use the same architect, probably not.

Ms. Mazner: I feel what was done wasn't done properly. He may have gone around but he did not include CDD and another entity which should have been included. I think for someone just to pick the trees of their choice without giving us what you can use was wrong.

Mr. Greenwood: Kathy if you wouldn't mind if you can provide me the person you spoke with, with the county. It just helps expedite going straight to that source.

Resident- Kathy: Sure and actually I can send you all my notes too.

Mr. Greenwood: That would be fantastic. Let's see what we can come up with maybe. I want to be able to find out some information cost effective to this District but I don't really have a great answer yet without further research. Kathy, thank you very much for doing that.

Mr. Abair: Have we funded any of this in next year's budget?

Mr. Greenwood: Mike let's talk about that when we get to the budget because we have three alternatives of budgets that we can look at and allocate money to that. What time do you need to? You have got two minutes. Okay, one more opening up to the audience.

Resident – The tree project is actually a two-prong approach. It is also the removal of trees. The trees that are continuing to grow and continuing to cause destruction ought to be considered and get that portion of the project started. There is no way around that.

Mr. Bailey: Removal of the oak trees, yes. That is one of the things that was on my agenda.

Mr. Greenwood: First off let's put a lid on the county tree allocation. We have got Board direction staff to further research working with the county. Kathy is going to provide us some insight with that and I am going to report back any information that we have on possible smaller trees, different allocations or if there is a way that we can do this cost effective where we don't have to go back to the architect as such. I think it is 241 points

that we need. We have already got a list. Is it warranted that we use this list that has already been provided, can't swap and change them out. That is that. Now moving into removal of the oak trees is the other side of it.

Mr. Bailey: Before we do that, I want to remind you that there is a list in the plans of additional trees that can be used.

Mr. Greenwood: Yes.

Mr. Bailey: Keep that in mind.

Mr. Greenwood: The architect has provided this list. Can we just come up with our 241 points how we want to see it. Who needs to sign off on that rather than going back to an arborist or architect to draw this up again, can we put in X amount of trees to reach that number. Moving into removal of the oak trees.

Mr. Bailey: Yes, there are a number of trees that have to be oaks that are authorized to be removed. What do we want to do? Do we want to direct staff to get proposals to do that, to remove the oak trees that are on CDD property and our responsibility.

Mr. Abair: Are there oak trees on CDD property that are interfering?

Ms. Mazner: I thought they were only on the lake side and not the sidewalk side.

Mr. Burgess: I believe the majority of them are on the lake side.

Ms. Mazner: We don't have to remove those. It's only on the sidewalk side where the damage is happening.

Mr. Burgess: There are some on CDD property that are close enough to the road on the West side.

Mr. Greenwood: Is there a map designating how many of these oak trees that there are that need to be removed. Do we have a count?

Resident: I have something with Kathy for planned oak trees needed for removal.

Resident - Kathy: I have the big plan.

Mr. Greenwood: You have the plan?

Resident – Kathy: The real big one.

Mr. Bailey: Both of you have a set of those plans, the same plans she is talking about.

We don't have an inventory of which ones. We just have a plan.

Mr. Greenwood: But we need an inventory of how many.

Mr. Bailey: We need a count, yes.

Resident – Kathy: I will provide all of that. I have a whole file on my computer that has everything to do with the tree planting. I will forward it over to you guys.

Mr. Greenwood: Excellent! Once we have that then we can kind of....is the Board direction that we need to seek proposals to remove these oaks?

Ms. Mazner: Yes.

Mr. Greenwood: Okay, with that once we have got the quantities and we have the map of the general vicinity where they are you know whatever the case may be then we can get a price to remove those oaks. That won't be difficult. Anything more on community tree projects. Linda, what time do we have you until? Do you need to go? Okay. We have budget discussion. If there is anything I need to let you know, I can follow up with you also.

Ms. Mazner: Okay.

\*Ms. Mazner left the meeting at this time.

#### 3. Discussion Regarding Resident Planting on CDD Property

Mr. Greenwood: Our next item that we have is discussion regarding resident plantings on CDD property. Ultimately, you have residents that have been doing plantings on CDD areas. I know that there are a couple of Board members that have been in contact with management. Mike, I think you were certainly one of them where you saw there was some irrigation pipe from the resident's property actually feeding irrigation into CDD areas. Correct?

Mr. Abair: Yes.

Ms. VanHaaren: I sent you the picture.

Mr. Greenwood: I don't know what happened in the past to allow this. I don't know if the CDD previously knew about it. I think it was a case of residents just took it upon themselves and just did it. Now David in speaking with you, there has been substantial monies that have been spent in these areas. There are a couple of options, we can send the residents that are in those areas cease and desist letters and have them remove it or what is our aim here? Do we want to do that or is it a case that we just want to say no more and let the other ones kind of go? It just becomes quite a slippery process if we don't do anything. Theres two areas right Patrick?

Mr. Abair: They are keeping that area clear. There are no invasive plants that are in that area. I

Ms. VanHaaren: But they are tapping into the water. I have an issue with that.

Mr. Greenwood: They are tapping into their own water source from their own property.

Ms. VanHaaren: What are they tapping into? Are they tapping into the city water or are they tapping into the line that feeds our irrigation?

Mr. Burgess: They didn't tap into the CDD areas. We had George with Premier look at it and he said it looked like it came from their home.

Ms. VanHaaren: That is what we need to find out. Where are they getting it? If they tapped into the irrigation line, now they are affecting our irrigation and our pond levels and stuff that get monitored because we get cited if we use an excessive amount. So, I really think what they have there should not be. I honestly think, if we allow one do it, they are going to have everybody doing it back there because they are going to find out and it will cause an issue. If they want to put a hose on the back of their house if they don't have a spigot and get a long enough hose to do that, fine. I get that they cleared it out but again, they are using CDD property to have a garden.

Mr. Greenwood: Right.

Ms. VanHaaren: They are planting trees.

Mr. Greenwood: I think that is the direction from the Board. What do you want us to do? Do you want us to send a cease and desist and have it removed? That would obviously require us working with Mike to provide the resident a letter. I think it is pretty evident who the offender is here. I think we know who it is.

Mr. Burgess: Yeah, it's in the North East side of the property there is one just down East Mikasa. There was work done there in the past.

Mr. Abair: There are two questions. One is where is the irrigation coming from and the other is do we allow them to plant on CDD property? I don't have an issue with planting on CDD property. I agree with Judy that they should not be tapping into the irrigation lines or city water. They need to be tapping into their own water.

Ms. VanHaaren: But even still if they are doing a garden there, it concerns me because now we are looking at where we don't allow gardens and vegetation that draws more critters and animals. We have enough now dealing with wild hogs coming around. I

just feel that planting trees in there or planting flowers in there okay you want to make it look nicer. A lot of people have planted flowers and stuff towards the back. I don't have a problem with that but when you start getting into actual gardens, you need to be very cautious with that one because of what kind of critters you will draw.

Mr. Greenwood: Do your HOA documents allow you to have a garden on your property line? Do they allow anything behind the fence because maybe they could put it onto their property line and fence it off.

Ms. VanHaaren: A raised bed, do you mean?

Mr. Greenwood: That is what I think, right.

Ms. VanHaaren: But this is just eating the ground. Once the homeowner no longer wants to take care of it what happens to it. I mean they planted some nice palm trees along the edge of it and I am not against that. They look very nice. They cleaned it up. It looks he is using another area to grow some more trees. Then he takes them out and replants them someplace else. You know, I don't know looking at this. I mean a row of trees is nice but you know I start looking at this garden area and it's not being really kept up.

Mr. Greenwood: David, your thoughts.

Mr. Bailey: I have very mixed emotions about it. I prefer they sort of let things stand where they are, no more. But then from now on, no more, no additions or changes. This letter I believe in my opinion it should be something that is sent to everybody. One of the points that we should make is that we are attempting to manage the area, the CDD property we are attempting to manage the vegetation and we have gone through our program here and we are going to continue to manage. This is our property, we don't want you to do anything more on it. Do not add any trees or anything like that.

Mr. Abair: We can't leave the ones up there out and not allow anybody else.

Ms. VanHaaren: This needs to be removed.

Ms. Bailey: A few houses up from me after lan, they had removed a lot of pines from the back of his lot and so he planted some type of palms in there. Are we going to take those palms out? He has since sold the property.

Ms. VanHaaren: I didn't say the palms. I am talking about the irrigation.

Mr. Bailey: Oh, okay.

Ms. VanHaaren: This irrigation needs to be removed because if you allow one to keep it then your...

Mr. Greenwood: You're setting precedent.

Ms. VanHaaren: What some people need to understand too is if we are going to have Premier come in and taking care of CDD property after the issues, they may end up using everything they are putting in there. That is the reason why we need to not plant in CDD property.

Mr. Greenwood: I think what you can do if you were to have the removal, you could put it over a number of days so it's not like remove it within a week. Give them some time to figure out what to do with it. It is just an unfortunate circumstance. I don't think there is any real malice behind it. They were not trying to be a bad neighbor or such. It is just unfortunately you can't put plant materials in areas that you do not own.

Mr. Pawelczyk: If the Board were to allow anything to be installed or grown or any use of CDD property, there should be an agreement with the property owner like an encroachment or revocable license agreement of some sort because they are actually coming on your property and in this case gardening. You know we would want to protect ourselves in a multitude of ways. I am not familiar with this property or how close it is or if there is a lake nearby or whatever. I just think that any use of CDD property, you know, like this there needs to be an agreement recorded against the property that puts responsibility on the adjacent homeowner if the Board is going to go in that direction that is all. That is all I wanted to add.

Mr. Greenwood: Thanks Mike! I think just hearing the consensus of the Board, a letter needs to be sent to the resident to have it removed but provide them X amount of time, 60 days something like that which is more than enough time to have it removed unfortunately.

Mr. Pawelczyk: Agreed and I am happy to review that letter if you all want me to. I know Patrick has been involved in something similar to this in some of his Districts in Broward County. I am sure you have a good form to pull from for the letter.

Ms. VanHaaren: I agree.

Mr. Abair: I think we need to send out a blast to all of the homeowners.

Mr. Greenwood: It won't be tolerated kind of thing.

Ms. VanHaaren: It's encroachment on CDD property.

Mr. Bailey: How are we going to go about doing this? Are we going to be sending out via US mail or are we going to do an email blast? Mike?

Mr. Greenwood: Recommendation from me would be to email blast because if you send it by mail, you are paying for mail to go out and if you think how many residents' times the cost. It is just going to cost the District more money.

Mr. Pawelczyk: Unless you included, if the Board is increasing assessments and does have to do a written notice to homeowners you have to mail that anyway so you could include this notice as well with that letter if you wanted too.

Mr. Bailey: Yes.

Mr. Pawelczyk: If you are increasing assessments. I don't know if that is going to be the direction of the Board here but if you are, you can include the notice in there.

Mr. Bailey: I am just concerned about getting an email blast to those that own the rental properties.

Ms. VanHaaren: Will they be on the deed.

Mr. Pawelczyk: That is correct.

Mr. Greenwood: So, with that, do we want to take Board direction to provide the resident notice of a 60-day removal working with counsel to provide them a notice to have this removed. Mike, do you want a motion for that or do we just take staff direction to put the letter together.

Mr. Pawelczyk: You don't need a motion because you are just taking staff direction and you are actually doing what I think you are supposed to do in bringing these items to the Board because someone is improperly using District property. I don't think you need a motion on that.

Mr. Greenwood: Thank you, Micheal.

Resident Kathy: I was going to suggest we offer if you want, WECA can send that notice out email blast to the community on behalf of CDD and we can also post it on the two WECA bulletin boards so everybody can see it.

Mr. Greenwood: That is the most cost-effective way, Kathy. That would be fantastic. Now that is handled. Any more discussion regarding resident plantings on CDD areas? David, anything else you wanted to add?

Mr. Bailey: No.

## E. Consideration of Resolution 2025-07 Approving the Proposed Budget for Fiscal Year 2026 & Setting a Public Hearing Date for Adoption

Mr. Greenwood: The next item that we have is Resolution 2025-07 approving a proposed budget for Fiscal Year 2026 and setting the public hearing date for adoption. Essentially what we have provided here, there are three scenarios that we have here for your proposed budget. On page 54 of your agenda, you will see that we have got proposed budget for Fiscal Year 2026 that provides a zero increase. To its right-hand side, you have an \$80 increase per unit owner and then there is also another one for \$170. Just so we are aware, one of the main line items that are affecting your budget here is that you had the significant expenditure for the landscape project to push back the vegetation. What we are looking at here, the main monies that we are adding is we had the exotic removal landscape replacement. We added that at \$10K depending on which item you want to move forward with. Ultimately, the final option that we have is you are just going to be starting to replenish your reserve fund because each year you have been operating at a loss so you have just been using monies as carryforward every single year which unfortunately what happens in the end it finally catches up with you and you have to decide where do we find those monies. Because things like your electricity, your lights we haven't received any indication that you are going to have any rate hikes at this time but as you know electricity and utilities can be increased almost overnight and happens guite often. Being fiscally responsible, it is always good to have monies in your reserve. If we want to do an increase, your unassigned balance just looking at your budget for next year, you will have to use unassigned monies of \$44,874. This year you are projected to use \$61,602 of unassigned monies right now. No one likes to do assessment increases and again we can set something now where it's okay we want to set an increase now and then when you do adopt, you can lower at that meeting. Also, the nice thing about the assessment increase, every resident is notified of this. One thing you guys don't need to worry about is that my name and telephone number is on that so they will call me. They will blame me at first but then I can come back and say it's, you know, I will take all of the arrows before you do adopt that budget.

Ms. VanHaaren: When you are saying about the unassigned balance, what is our unassigned balance right now?

Mr. Greenwood: At the beginning of the fiscal year, you were projected \$65,738 but at the end of your, so September 30<sup>th</sup> we are not looking to use anymore unassigned monies, but the amount that you have spent this year is \$61,602.

Ms. VanHaaren: But how much was really unassigned 65?

Mr. Greenwood: The beginning of this fiscal year, we projected that you are going to use \$65K of the unassigned. You are actually projected to spend \$61,062 so you are under what we projected which is great but it's not a significant amount of monies. Obviously, \$33K of that was just because we knew we had this evasive cutback project, that was the majority of it. If you approve a proposed budget now, you get the notices out then come back in August and look to lower. We will have a better understanding also of how much you have spent.

Mr. Abair: One of the items that I pay attention to is lake maintenance restoration reserve.

Mr. Greenwood: Yes.

Mr. Abair: I don't see that in 2026.

Mr. Greenwood: Ultimately with your reserves, the one that if you would have my honest opinion that I think you need to start out with it would be one of the, Judith I hate to say it, but it is going to be the higher one. That is where you are going to be putting \$51K into your reserve bucket and then that is where at least you are going to be able to start looking at putting monies away unfortunately. There is no good way of really saying it. There is no gain from us to have healthier reserves other than giving the Board options when these kinds of items come up, you know. I think we can use that as a starting point and then you know in August if we want to half it, lower it or I don't know Mr. Bentley donates a bunch of money over to us to the CDD that would be really nice. We are still waiting for that. The problem and I see where you are going Michael with this because if you don't utilize the tax collector. Essentially, if you impose \$170 then we would have to orchestrate and figure out a way to collect that from the individual homeowners and not utilizing the tax roll is a very slippery, scary way of trying to do it. There are many areas of error that can happen with that and it becomes a really messy process in the event that a resident doesn't pay. You can put leans on the property and foreclosures and what not. In the event that if someone doesn't pay their property taxes, we can put the \$170 on their

taxes. It goes to a tax note and its always paid, the CDD is going to be made holding and get that money. It is a much safer mechanism of collecting that money.

Mr. Pawelczyk: You also wouldn't do something like that for \$170.

Mr. Greenwood: Correct, yes. It's about \$14.66 a month I think it is roughly. I can't remember the last time you guys raised your assessments and how long ago it was.

Mr. Bailey: A long while.

Ms. VanHaaren: Six years.

Mr. Greenwood: That is not a bad thing. I think when residents do reach out upset with the increase, you haven't had an increase in six to seven years. These are maintenance issues that we have coming up and we have to address them. We have to have the money in the account to be able to address them.

Mr. Bailey: Back to the first thing we were talking about here, the inventory for the removal of these invasives. The main thing I want to know is what's it going to cost so that we can put it in next years budget, not this budget we are talking about now, but the one after that. I am scared to death that is going to be a tremendous amount.

Mr. Abair: Just removal of all the pine trees is going to be a big chunk.

Mr. Bailey: It is going to be a pain in the neck.

Mr. Greenwood: I can assure you if you don't go with what we have. When I say what is being presented as the higher number which is \$170 increase at the moment which is where you are filling up your reserve bucket with the \$51K. I would say Micheal all of these are the things that have been brought up. We are not going to be able to address many of those as well as we could if we don't go with the higher number which I don't like doing that because the angrier the resident is going to be and speak with me. That is why I am here to help educate them on why we are doing this.

Ms. VanHaaren: What do you need from us?

Mr. Greenwood: I need a motion to approve Resolution 2025-07 and that will be an increase of \$170 per unit. When do we want to set this for? I think we set it for your August meeting because it gives us a long enough time. Typically, you guys meet on the first Monday so let's do the public hearing date for the August 4<sup>th</sup> meeting, same time and same location.

On MOTION by Mr. Abair seconded by Ms. VanHaaren, with all in favor, Adopting Resolution 2025-07 Approving the Proposed Budget for Fiscal Year 2026 with \$170 Increase and Setting the Public Hearing for August 4, 2025 at 11:00 a.m. at same location, was approved.

Mr. Greenwood: I will look forward to getting that notice out and dealing with your happy neighbors with that.

Mr. Pawelczyk: Just for the record Jason, that would be to adopt that Resolution 2025-07 which included all of those items that were referenced in the motion.

Mr. Greenwood: Yes sir, absolutely.

Mr. Pawelczyk: Thank you.

#### F. Consideration of the Draft Irrigation Facilities Maintenance Agreement

Mr. Greenwood: Moving into the next item, we do have consideration of the draft irrigation facilities maintenance agreement. Just so we are aware, this is a draft and Mike has done a fantastic job putting this together. David, thank you so much for providing input on this as well. I know a lot of thought has gone in behind this. Micheal, I didn't know if you wanted to address some key points on this or some highlights.

Mr. Pawelczyk: No, I can let you guys do that just because I am by phone. Has this been circulated to the various associations yet because I have not seen any comments from this?

Mr. Greenwood: No.

Mr. Pawelczyk: Updating the Board of where we are at on this would be helpful.

Mr. Greenwood: As it stands right now, we have a draft irrigation agreement that is going to be working with WECA, WEN 1 and WEN 2 regarding taking over the irrigation maintenance of the CDD areas. We have put this together and wanted to formalize. It was the task of our counsel, Michael and his team to put this together. We wanted to get the Boards eyes on it first before we provided it to anyone else but we thought as a courtesy we absolutely wanted the CDD Board to get a thumbs up with this. This is a draft. There could be potential changes made to it at a later date depending on what the associations come back to us. This is the first draft of it and thank you Michael for putting that together.

Mr. Pawelczyk: I can try to summarize it a little bit as long as everybody can hear me over there.

Mr. Greenwood: We can hear you just fine.

Mr. Pawelczyk: Perfect. What we were tasked with I think most of you all know this. You know each of the parties, the CDD, WEN 1, and WEN 2 would basically be giving the responsibility of irrigation maintenance. As part of that, there are provisions in there that deal with those, the procurement of contractors. In other words, of WECA hires an irrigation maintenance provider, all four parties want to make sure that the vendor has the appropriate insurance and that each of us are named as additional insured with the CDD and all three associations are additional insureds on those policies because they are going to be coming on our respective properties and working with our respective facilities. There are also provisions in there that indicate that WECA since they are going to be in charge of this, they will also be responsible for any irrigation reporting requirements and permit requirements associated with irrigation including what was mentioned earlier in the meeting the use of irrigation water. We are limited on that so if there is a violation, it is WECA that is going to have to answer to that and not any of the other three entities. answer to it and be responsible for such violation since they are monitoring it. That is essentially what the purpose of the agreement is. In addition to that, WECA funds everything so WECA is going to have to include in their master HOA assessment to you all whatever that cost is to maintain the irrigation system for the community. There are provisions in there that allow any of the parties, if it's on CDD property for instance to intervene if WECA is not maintaining a particular part of the system, we can go in and fix it and WECA would be responsible to make us whole if they don't fix it within a certain period of time. We did our best to, you know, incorporate the necessary protections for all the parties. I think it is fair across the board. Thanks, David, for looking at this. I know David spent a lot of time on it as did Jason and his office. I guess we are just kind of hoping if the Board has any questions or any comments to send those to us so we can update the agreement and then Jason can circulate it amongst the parties. That is all I have.

Mr. Abair: Michael, does this agreement override anything that is in the documents for each of the HOAs?

Mr. Pawelczyk: It is not going to necessarily override it because those are recorded documents. Like most of the time it is either a covenant or part of the declaration of

covenants so to the extent that it overrides it, the answer is no. Like WEN 1 would still be responsible for WEN 1 stuff but this agreement makes WECA for it so WEN 1 can go after WECA. I don't know how to override those covenants. I already said in conversations, I said I am not doing that. I can take care of the CDD. I am CDD counsel. HOA counsel is going to have to address this if that is their intent whether it's the WEN1 counsel, WEN2 counsel or WECA. When they look at this, if they want to add that in there, I think from a CDD standpoint, we don't care but that would be up to them to add that in there. I am not their lawyer and I am not purporting to act as their lawyer.

Ms. VanHaaren: This is Judy. I already talked with our lawyer for WEN2 and we would have to do a vote to get rid of our covenants regarding irrigation. I don't see this happening moving forward to be honest with you right now. I think it is something maybe down the road but you would have to look at WEN1 would have to vote, WEN2 would have to have a vote, then WECA would have to have a vote of all the community to agree to this. It's going to be a tough go, I really think.

Mr. Pawelczyk: Is that to override the covenants and change the covenants or just assign responsibility for irrigation to another party.

Ms. VanHaaren: We would have to change our covenants. We would have to agree. It is not as easy as we were hoping.

Mr. Pawelczyk: That is too bad.

Mr. Greenwood: Mike, I am sorry. Unfortunately, I wasn't privy to that information either.

Mr. Pawelczyk: Maybe the intent at this time is if the Board wants to is just to, you know, cause is the direction that I thought. We talked with Bentley, he was involved as well, maybe we just circulate this as a rough draft before we spend anymore time on it and see what the feedback is from the three association entities. Unless you guys tell me just to put it in a folder and leave it there until it comes up again. It is up to the Board.

Mr. Greenwood: Are we going to open this up? Kathy and the audience have input and Bentley you might have something also so I am going to let you guys speak freely.

Resident Kathy: First, we did get copies of the drafts and I did distribute them to all presidents of the HOAs so WEN1, WEN2, and WECA have copies of it. The WECA Board at this point in time as Judy said are not prepared to move forward and are still looking at it and trying to understand it. Mike is going to a presentation at our next WECA meeting and

once I have something. I mean we haven't given up on it. It is a good idea but like Judy said, we have to either make amendments to our documents or change our documents completely in order to accomplish this. It is a little bit bigger than a bread basket.

Mr. Greenwood: Just to clarify. I don't believe I distributed this to you. I didn't provide the draft yet so I believe with the CDD we did provide it. That is good though. We are further along the line. I don't think we have discovered more than waiting on this which is actually a good thing. I am glad the associations actually were able to review this. At this time, the CDD Board is going to wait to hear back from the other associations. It is on hold. Mike, I think until we hear back, I think we table and put this on hold until it is brought back to our attention. If Kathy, if we can just make sure, are you still part of the association? Until this is brought back to my attention, I am not going to put it on Mike or Davids lap.

Mr. Pawelczyk: The good thing is we have a really good start of the agreement if we do need to move forward with it.

Mr. Greenwood: Exactly.

Mr. Pawelczyk: We will pull a positive out of it.

Mr. Greenwood: I feel like it was a win because it was something that needed to be brought to everyone's attention. I think someone like Kathy also said it sounds like a good idea; we just need to tweak a few things.

Mr. Pawelczyk: Just for the CDD Boards portion of this, you know, the landscape areas and the irrigation facilities on CDD property are CDD property. If they want to, we can do a maintenance agreement like this with anyone of three associations and they could take care of the CDD parcels as well. I don't know if that makes sense. It probably doesn't unless we have a community wide program. But there is nothing that would prevent the CDD from entering into a maintenance agreement with one of these associations or more to maintain the CDD system, if that proves to be something that is cost-effective as well. Just to let you know.

Mr. Greenwood: Alrighty, excellent. Was there anymore discussion on the irrigation maintenance agreement.

Mr. Bailey: The only thing I would personally like to see is some real definition of the different services. In my own experience, I have lived in two different Horton subdivisions and they both did wet checks. They did wet checks in both of these subdivisions. The wet checks were made by the same contractor, Juniper but now we have a new irrigation

#### May 5, 2025

contractor and that contractor does his wet checks much differently than what Juniper did. The point I am making is we need a clear definition of the different tasks that we expect these contractors will do when they do prepare a proposal for us.

Ms. VanHaaren: So that wouldn't be with this?

Mr. Bailey: Yes, it is, it's right there!

Ms. VanHaaren: No because when you sit down with the contractor, you are going to have an actual. If this is part of the plan and this is for us agreeing but when we talk with the contractor, you are going to have a proposal put in front of you saying this is the items, this is how we want our irrigation. We want wet checks done this way.

Mr. Bailey: That is exactly what I am saying can be put in here.

Ms. VanHaaren: The scope of work is different. This is just kind of giving you a draft or rough idea of what we want to do but then you put an actual proposal out there, this is not the same that we are looking at. We build up the scope of work and you have the irrigation vendor sit down with you and you go over that scope to say these are the items that we are looking at. This is just a general.

Mr. Pawelczyk: This is Mike. I kind of concur with it. I think the intent of this agreement was to set the minimum standards for service that would be provided to the CDD and those parties and then when WECA would go to negotiate that agreement, they would negotiate the details of how often the wet checks are performed. As long as it met those minimum standards in the maintenance agreement that is all.

Mr. Bailey: I agree that this is the minimum standards. If you add to that in your official proposal that is fine. I just want the minimum standards understood here.

Mr. Pawelczyk: The CDD is showing you have an agreement with scope of services in there for irrigation work. If that needs to be changed, you know, I am sure it can be changed. You can amend the agreement but anytime you add something to the services, you also add to the cost.

Mr. Bailey: Correct, yeah!

Mr. Pawelczyk: I don't know what is in there. That would be a Patrick question.

Mr. Greenwood: Alright. Thank you, Kathy! Go ahead Mike.

Mr. Abair: As of now, who do you pay for our irrigation.

Ms. VanHaaren: We don't have irrigation.

Mr. Pawelczyk: We don't even have any areas. I forgot about that.

Mr. Bailey: But we are getting services.

Mr. Pawelczyk: I think at the entrance, right?

Mr. Bailey: Yes, absolutely. I forgot about that.

Mr. Pawelczyk: Just the entrance because the roadways that we used to have, that was all bahiagrass or something and they didn't need irrigation allegedly.

Mr. Bailey: At the entrance and remember the parcel down here on.

Mr. Greenwood: Has there been a need for irrigation repairs?

Mr. Bailey: Yes, probably.

Mr. Greenwood: Who has been doing that? In my opinion, that is probably Premier or TruScapes have been performing that work, correct.

Mr. Pawelczyk: Sounds like a landscape agreement.

Mr. Greenwood: I would say the landscaper has been doing that and have been billing it monthly. I will have to get you a firm answer with that. I would think if its CDD areas and its irrigation fixes, I would like to confirm that, Mike. I will put that on my list to figure out. That would be a simple question.

Mr. Abair: My guess is WECA is paying.

Mr. Greenwood: WECA is paying for it now? Okay.

Ms. VanHaaren: Theres covenants in WEN2 that concern CDD irrigation and we fixed it; there is a percentage of what CDD has to give us back. It is different in each and this is why our covenants are crazy. It's different in each area.

Mr. Greenwood: How about this, if the CDD is not paying for it, we just let it go. It doesn't look like we are paying for it.

Bentley: The covenants of WECA say nothing.

Ms. VanHaaren: There you go.

Bentley: There is nothing mentioned.

Ms. VanHaaren: WEN2 specifically it talks about irrigation and talks about the responsibility of CDD. There is a whole irrigation document. Those that were responsible for the piping all through the easement and any locations.

Mr. Abair: Three locations.

Bentley: You really need to look at that.

Mr. Greenwood: We can follow up just to confirm that the CDD landscapers were just not doing it per their agreement. I don't know because it is a minimal cost. But I think

## May 5, 2025

we need to further research that and provide an answer or a path for what are we going to do going forward I think is the most important thing, right?

Bentley: Let me say thank you to Mike for putting that draft together.

Ms. VanHaaren: Yes, I appreciate it. That was a lot of work Mike.

Mr. Pawelczyk: Sorry it's not going to work right away but I can assure you that some other community will be able to use that form of agreement. It was a good exercise for me so no problem. Hopefully something works out. We will figure it out.

Mr. Burgess: Exactly what I anticipated. I knew that WEN1 and WEN2 covenant documents would have to be amended.

Mr. Greenwood: Yeah, they are conflicting, right.

Mr. Abair: That is the whole reason to get out of all of these covenants.

Mr. Greenwood: Yeah, we are making strides forward to getting a better path moving forward which is great. So, with that, that will be tabled until further notice. Obviously, the understanding responsible of irrigation and repairs in CDD areas, we will work with that either working with the Chair to understand those three areas.

Mr. Bailey: Okay.

### FIFTH ORDER OF BUSINESS

## **Staff Reports**

## **A. District Counsel**

Mr. Greenwood: Mike, was there anything else that you wanted to add?

Mr. Pawelczyk: I don't think so. The only thing I would offer was in another Board meeting; the Board asked me to send or resend links for ethics training to complete the 2025 ethics training. I know that all of you are actively working on your financial disclosure which is due July 1<sup>st</sup> and that is when you report your 2024 compliance with ethics training. I will just circulate that email either through Jason or directly to you. I will make sure I have everybody's email address on the Board. You can expect to receive that. If you have any questions, let me know. You don't have to complete that ethics training for 2025 until the end of this year. You can actually listen to the same program that you listened to last year if you want too.

Ms. VanHaaren: Oh, that was exciting.

Mr. Pawelczyk: There are programs out there that you can pay \$79 or so to listen to ethics training but I can assure you that it is no less boring than the free version. Hopefully,

you get something out of it. If you have any questions on that let me know. Since I sent it to another Board and put it altogether, I am just offering it to my other Boards, just to you know, quickly email it to you after this meeting and I will do that. That way it is in your email so if you have to go back and find it, it will be easy to find. Otherwise, I don't have anything further to report.

Ms. VanHaaren: The forms you mentioned, are those going to come electronically?

Mr. Pawelczyk: No, remember that is the one where you have to go online to Commission on Ethics and log into your financial disclosure portal. I assumed you did it last year.

Ms. VanHaaren: To run for this office again, I was due to run again so I filled all of that out and sent it in but that means I have to do it again now?

Mr. Pawelczyk: Yes. Maybe Jason's office. If you can go on the Florida Commission of Ethics website, there is a financial disclosure portal. You should be able to click on that and login. I have a login for me. I am sure Jason has one for himself and the other Board members do where you just login and get in. If you can't get in, Jason's office can make sure you are set up appropriately.

Mr. Greenwood: What I am planning to do after this meeting, I have provided my notes. I will have staff send each Board member the link of where you need to go and if you have any issues, Amanda, Nicole or Rebecca in our office can walk you through the process. It is pretty seamless. It is a more of check the box kind of thing. It is still a requirement.

Mr. Bailey: But its due July 4<sup>th</sup>?

Mr. Greenwood: No, its due July 1st.

Mr. Bailey: Thank you for reminding.

Mr. Pawelczyk: I do that because and I am going to tell you a quick story. Years and years ago before we started reminding everybody and the managers started reminding everybody, I kept having to do these appeals because Board members like yourself say hey I never got my notice because it was supposed to come in the mail. Sometimes they got it and they said they didn't so I kept having to do these appeals. You are going to get fined if you don't file on time, right. I worked with the Commission on Ethics to make sure that all of the District managers in the state are notified and my office routinely makes sure that we remind you in Board meetings because we don't have to file these appeals. This

way you all get it done so we just keep bothering you for the several months before that July 1<sup>st</sup> deadline. We will check before the next meeting because actually you can go online yourself on the Commission on Ethics website and see who has filed or if they received your filing. We will double check that for you. Like Jason said, ask any questions that you have. If you have questions regarding what to put in there, you can call me or email me and we will go through it. If you have any other questions to get on or access the system, just call Jason's office and they can help.

Mr. Bailey: Thank you very much.

Mr. Greenwood: Thank you, Mike.

## **B.** District Engineer

Mr. Greenwood: Moving into the District Engineer's report. I wasn't provided anything from the engineer to add to this agenda.

## C. HOA Report

Mr. Greenwood: The next item is the HOA report. I wasn't provided an HOA report. I think Bentley you used to provide that but no longer have that responsibility. You retired that responsibility.

### D. Field Report – Monthly Report

Mr. Greenwood: Moving onto the field managers' report. Patrick provided an extensive report of all of the work and also provided a summary sheet of what we have been accomplishing since February. As you can see, it has been quite active and busy. Patrick, just wanted to say thank you for all of your work with that. You are doing a tremendous job out there.

Mr. Bailey: Where is the report?

Mr. Greenwood: It is in your agenda packet. If you go down to page 101. It has the responses and the additional field items. Patrick, was there anything about your meetings with the engineer or anything that the Board needs to be notified of?

Mr. Burgess: Yes. I know there has been concern about the ponds and so much excessive growth. We met with Echo-Tech and just basically said that you know a lot of the plants was native aquatic material that is healthy and great for the ecosystem and for shoreline stabilization. We kind of responded to all of those homeowners and let them

know this is not out of the ordinary. It may not look amazing but it is very much native and healthy for the ponds. If it ever gets to the point that the entire pond is getting overgrown with certain spikerush or medulla, we can always look into pushing it back a little but we just can't go out of the permit. I know pond 3 is a little bit overgrown and I know it's most likely not the priority of the Board to go down there and spend money to cut it back right now. Water levels are very low so you are going to see a lot more shoreline and plant material but essentially all of that plant growth is great for your lake banks because its not allowing the waves to erode the shoreline. Kind of have our answer with the pond vegetation concerns. David and I did meet with the District Engineer, Juan Alvarez to just review the ditch tracts, the pond vegetation itself, and some shoreline stuff. Basically pond 1 and pond 2 you know they are kind of bare areas. There is certain vegetation that we can install once it gets to the rainy season to kind of get the vegetation that was lost in pond 2 for example but you don't want to do it until its rainy. We would have to see the price. He said he will send the price once its closer to that time. Like I said with pond 3, you had an overview of where the vegetation is and it's a little bit overgrown but it's nothing major. It doesn't look great. I don't know if David has anything.

Mr. Bailey: Yes, one thing. Prior to meeting with the engineer, we had met with the Eco-Tech, Dave Beck and he noted that the vegetation around pond 2 had failed. I moved here in 2020 and there was no vegetation there at that time. He indicated that he had planted and it failed and it has been that way ever since. He went on to say that was a violation of the permit. If you look at the permit plans, that pond has a littoral zone in it. It shows a littoral zone so it's a violation of the permit. That issue has to be addressed. If it isn't addressed by us, when I say us, I mean the CDD as well as the engineer and Enviro-Tech, SWFWMD will tell us what we have to do. My thought is we ought to task the engineer with coming up with a plan that we could at least show the District that we are trying to get on top of it and manage the situation. With all of that in mind, I would like to hear from the rest of the Board.

Ms. VanHaaren: My concern is why it failed. Did it fail because of homeowners spraying it or pulling it up?

Mr. Bailey: No, no.

Ms. VanHaaren: Did it just fail because they all died. Who should have been monitoring it to make sure that it wouldn't fail?

Mr. Burgess: I think David said it was more just natural. You know if the plant just doesn't survive throughout the dry season.

Ms. VanHaaren: It's the timing of when we should plant.

Mr. Burgess: We definitely do not want to plant them until we get sufficient rain and plan to use water as back up. From there, I haven't seen any reason why it should be done. The shoreline is not sprayed that would kill aquatic material.

Ms. VanHaaren: I know our Lake company doesn't.

Mr. Burgess: I think once we install it, I don't see why it won't be good from there. I think we would be back in compliance and that would be a quick and easy thing to do. We don't really notify anyone about it. I spoke with Echo-Tech about it and he just said as soon as we get to the rainy season, we recommend it. We would have to see the price but I think we can do that, knock it out and move forward from that issue.

Mr. Bailey: All I am concerned about is that we handle it properly. The other issue is the bottoms of the channel; there has been material settled in the bottom of the channel and it is causing the water to pond and backup the channel into the feeder pipes. Juan was saying he didn't see anything that is a problem. I don't know. I just want to know if it really is a problem and I would like to have him address it. Do we want to do anything about it or just let it go?

Ms. VanHaaren: Which channel are we talking about?

Mr. Bailey: The ditches.

Ms. VanHaaren: Out front?

Mr. Bailey: No, they pass through the subdivision here.

Ms. VanHaaren: The ditches are to our boundary, aren't they?

Mr. Bailey: No. They are ours. They are on CDD property.

Mr. Burgess: I know he will be sending kind of a follow up with all of their inspection that they did but I think what I kind of understood was that the ditch tracts can hold a ton of water. All of that water is ponding. The only other thing would be clearing out a certain amount of debris so water can flow so it is not ponding. The purpose is to retain a ton of water and there is plenty of shoreline slope for water to sit. I don't know, we will wait and see what Juan says about it but he didn't seem too concerned.

Mr. Bailey: He wasn't too concerned but I just want you guys to be aware of a possible situation.

Mr. Greenwood: Once the engineer provides the feedback and then we can take action once we fully know. I think it was just a point that we are proactively looking to make sure that we are doing everything to keep you know in compliance. If we don't address something now, does it become a bigger issue in five years. It is only doing our due diligence. It is definitely a good practice to know that there is nothing that the engineer is seeing. I think typically what we would like to do after any given like named storm or anything like that after any big event, it is always good to have your engineer come out to review your sites and see if they have reviewed the storm structures and any erosion damage that could be an issue. It is always good to have them come out just for their insight, that is why they have a PE behind their name to help us stay on the straight and narrow. Patrick, was there anything else that you wanted to add regarding your report?

Mr. Burgess: I have nothing else unless anyone has any questions for me.

## E. District Manager – # of Registered Voters in the District – 876

Mr. Greenwood: Moving into the next item, part of the requirement is to provide the registered voters that we have living within the District. You have 876 registered voters within the District. I just wanted to declare that. We always have to do that as part of the record.

### SIXTH ORDER OF BUSINESS

## **Financial Reports**

- A. Approval of Check Run Summary
- **B.** Acceptance of Unaudited Financials
- Mr. Greenwood: The next item that we have is your financial reports. You have items A and B. The first item is approval of the check run summary. I did not receive any questions before the meeting so I will be looking for a motion to approve the check run.

On MOTION by Ms. VanHaaren seconded by Mr. Abair, with all in favor, the Check Run Summary, was approved.

The next item is item B a motion to accept the unaudited financials. No questions were provided before the meeting. Do we have a motion to accept?

On MOTION by Ms. VanHaaren seconded by Mr. Abair, with all in favor, the Unaudited Financials, were approved.

### **SEVENTH ORDER OF BUSINESS**

# **Supervisors Requests and Audience Comments**

Mr. Greenwood: The next item that we have is Supervisors requests. We will start there and then we will have audience comments.

Mr. Pawelczyk: Jason can I interrupt really quick. I don't want to slow us down but going back to the number of registered voters, the email that is included in the backup says we have 874 registered voters but the agenda says 876. I assume it's 874.

Mr. Greenwood: That must have been a typo. I am just reading right off the agenda. I appreciate that you are still on here Mike to bring that up.

Mr. Pawelczyk: And still awake. Sorry to bother you.

Mr. Greenwood: Thank you so much for bringing that up and yes 874. Do we have any Supervisors requests at this time? No, on to audience comments. Bentley, do you have anything?

Bentley: Regarding CDD property, although Kathy volunteered to do an email blast, I want to remind folks that WECA has permission to send emails, but can you send to residents since you are going to be doing a notice of the budget increase. Could the CDD send out something about building on CDD property?

Mr. Greenwood: I will have to get back with my admin team to see if that is possible. Bentley: I think that is what Mike suggested.

Mr. Pawelczyk: I said you could do that. I don't know if GMS will do it. It depends on their administration and what they recommend. That could be done, you are already sending something in the mail so it's up to them.

Ms. VanHaaren: If WECA only has 50% and we have WEN1 and WEN2, so why can't we all send? WEN1 can email blast theirs, WEN2 can email blast theirs, and WECA. If people say I got it twice, oh well okay good, you can have it twice. I think that is probably the best way to do it.

Mr. Abair: The reason you have 50% is because.

Mr. Greenwood: They have opted out probably, yeah.

Bentley: Likely, there is going to be overlap for the folks.

Ms. VanHaaren: The other option is we can email it and also post it on each of our boards and in here so we have covered it.

Bentley: Send out an official CDD announcement. I don't know that that is CDD responsibility but it's up to you.

Mr. Pawelczyk: Just like no one has the right to put a garden on your property, nobody has the right to build a garden on CDD property.

Mr. Greenwood: Right.

Mr. Pawelczyk: Nobody has the right to build anything on someone else's property. That is my opinion so you don't need an official notice at all. We are just trying to prevent it from happening, I think.

Mr. Greenwood: I think we start with the three emails with the associations together. I think that will be a great kind of education. It is not just going to be sent, its going to be speaking with the person, you know the association manager or the Board and let them know hey, this is what is happening. I think word will spread pretty quickly that way. That is a simple conversation and understanding rather than incurring extra costs adding an extra mailing. I think we try that first and if it is unsuccessful and we see more gardens are being built then obviously we know we need to change our approach, right? Bentley, thank you very much for that.

Resident: Is Premier maintaining anything outside of CDD property, CDD responsibility? According to the county, the areas along Airport Rd. and the right of way are being maintained by the development.

Mr. Greenwood: So, you're talking about the swells, those areas? Patrick, was there anything from Premier that they are supposed to be doing those like part of the agreement?

Mr. Burgess: Where the CDD does have adjacent property on Airport Rd and we are maintaining down to the middle of the swell. Premier said he has done the other part of the swell because he doesn't know who did it. On Carmalita, the District doesn't own the property there so that is kind of a gray area that I have been trying to figure out.

Ms. VanHaaren: Premier is continuing to do what isn't CDD property. This is the argument that we have, it has been cut and we have never had an issue with it. TruScapes stopped cutting it because they had the understanding that it was CDD property because

of the contract the CDD had with them but it was never signed. Now we are stuck. This is a swell, it's a ditch, why is not going to be covered under CDD to take care of?

Mr. Burgess: It's just whose property, is it? that is my question. If its CDD, Premier will maintain it.

Ms. VanHaaren: But if it's not all CDD property out there, why are they maintaining it?

Mr. Burgess: He is not charging. He is just saying while he is out there, he can do the other half.

Ms. VanHaaren: Okay while Premier comes out there to do the little bit that is CDD?

Mr. Burgess: All Bermuda?

Ms. VanHaaren: Yeah, they have an area they cut that is CDD property by the gate. It is CDD property. There is some CDD property out there.

Mr. Bailey: By the gate? No, no, no.

Mr. Abair: In the Northwest corner there is a small wedge.

Mr. Bailey: But we are not maintaining it. That's the property owner.

Ms. VanHaaren: No, it's not the property owner. It is out by the gate.

Mr. Burgess: I think as long as its District property, Premier will maintain it. they are more than willing to help out and go beyond what they are being paid for to help out. I just think it needs to be cleared. I believe Airport Rd, yeah, we should be maintaining all of that and I believe he does. I can clarify it.

Mr. Bailey: There is no CDD property here. This little bit is CDD over here. This is all CDD here.

Ms. VanHaaren: We have homeowner's there and Airport Dr. ended up being CDD. It's frustrating that we are struggling that we can't get correct input of who was responsible for it before when it was being cut. No one has an honest answer.

Mr. Greenwood: I think TruScapes just cut it because they didn't know what they were really doing.

Ms. VanHaaren: I don't think they were doing everything that was CDD responsibility. I think somebody should have looked at that. That contract was never signed. I can tell you, I live on a pond and they came around once and did the bushhogging. It is very frustrating when I see money being paid back because of what they supposedly did but yet there was no confirmation that they did all the work that they were

supposed to and there was no signed contract. The contract said right on it this does not include CDD, right on it. So, it's frustrating not getting money back for something that was not really part of CDD.

Mr. Greenwood: Moving forward if Premier isn't doing it, if we just leave it, it is going to become an issue, correct?

Ms. VanHaaren: Yes.

Mr. Greenwood: Like I mean that one road. I just want us to guide direction forward. To Bentleys point, if we don't notify Premier to do it. If they are going to do it, it is probably going to cost the District monies to cut that area. Is it a substantial area that they are going to be cutting?

Mr. Bailey: Pretty good, a couple of acres.

Bentley: I think we want to do whatever is right. Make sure if its CDD property, it should be maintained by CDD that Premier is doing. Do whatever the Board wants us to do.

Ms. VanHaaren: We never had this issue and all of a sudden, we have the issue of who is going to cut it? I am just venting.

Mr. Greenwood: Of course, I get it.

Ms. VanHaaren: It has been handed to WEN2 and now all of a sudden boom, throw it in our face and take care of it. I feel like there has just been a lot of issues that have been happening with WEN2 with the change of the contract. It is just not happening in our favor. I think we are going to have to look for a small-time landscaper who will come out and cut it maybe once a month. Because it is a ditch and there is actual grate there, why would WEN2 be responsible for something like that? That is what I find really odd. You have this ditch and the weeds are coming up out of this world.

Mr. Abair: In the rest of the world, the county takes care of it.

Mr. Greenwood: Patrick lets dig into this and figure out if the county is going to cut it, come back and focus on this area that is pretty ugly. If they are not going to do it, then we are going to have to get with Premier and figure out.

Mr. Pawelczyk: If it is county property and they say they won't do it, they should be telling us why they won't do it.

## May 5, 2025

Bentley: When I was president, I reached out to the county to find out what the mowing schedule was. They said don't mow there because according to county code, it's the responsibility of the adjacent homeowners.

Mr. Greenwood: I think Judith just to your point, it is a very unfortunate circumstance where we are. It is very frustrating but I think with that evidence it's kind of we are going to have to figure out a plan of who is going to be responsible.

Mr. Burgess: I could definitely get a price from Premier to do whatever.

Bentley: I am trying to help out as best as I can.

Mr. Greenwood: Patrick you're just the guy that comes up with all the bad news. I am sorry man. All of these great things that you are doing and still you know, just costing us money. It's all a part of it but we will get it situated and circulate that working with the Chairman and get a plan in place. Bentley, any other good news that you have for us?

Bentley: Nothing more.

Mr. Greenwood: Thank you, Bentley. I appreciate all of your help with the District.

## **EIGHTH ORDER OF BUSINESS**

Next Board Meeting is Scheduled for June 2, 2025 at 11:00 a.m.

Mr. Greenwood: On the next item that we have, typically you guys meet like every quarter so your next scheduled meeting that you have, if you were to go from May and If you were to skip June and July, it would put you at your August 4<sup>th</sup> meeting. Ultimately, that is entirely up to you. If we want to wait until the August 4<sup>th</sup> meeting that is when you are going to be adopting your budget. Does that work with the Board? Would you prefer to meet again on July 7<sup>th</sup>?

Mr. Abair: That will help us prepare for August.

Mr. Greenwood: So, we do July 7<sup>th</sup> and then August 4<sup>th</sup>, is that good?

Mr. Bailey: Yes.

Ms. VanHaaren: It's good for me.

Mr. Greenwood: Excellent, we will have that for July 7<sup>th</sup> and the August 4<sup>th</sup>.

### NINTH ORDER OF BUSINESS

## **Adjournment**

Mr. Greenwood: Board members we will be looking for a motion to adjourn this meeting.

On MOTION by Mr. Bailey seconded by Ms. VanHaaren
with all in favor, the Meeting was adjourned at 1:20 p.m.

Secretary / Assistant Secretary	Chairman / Vice Chairman

# **SECTION IV**

# **SECTION A**

### **RESOLUTION 2025-08**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERFORD ESTATES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR THE FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, the Waterford Estates Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Charlottee County, Florida; and

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District's regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

**WHEREAS**, the Board desires to adopt annual meeting schedule for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2025-2026"), attached as **Exhibit A**.

# NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERFORD ESTATES COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1.** The Fiscal Year 2025-2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** are hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

**SECTION 2.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 7<sup>th</sup> day of July, 2025.

ATTEST:	WATERFORD ESTATES COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chairperson, Board of Supervisors		

**Exhibit A:** Fiscal Year 2025-2026 Annual Meeting Schedule

### **Exhibit A**

# BOARD OF SUPERVISORS MEETING DATES WATERFORD ESTATES COMMUNITY DEVELOPMENT DISTRICT FOR THE FISCAL YEAR 20252026

The Board of Supervisors of the Waterford Estates Community Development District (the "District") will hold their regular meetings for the Fiscal Year 2025-2026 at the Waterford Estates Clubhouse, 7200 Waterford Parkway, Punta Gorda, FL 33950 at 11:00 a.m. on the 1<sup>st</sup> Monday of each month unless otherwise indicated as follows:

October 6, 2025\*
November 3, 2025
December 1, 2025\*
January 5, 2026\*
February 2, 2026
March 2, 2026\*
April 6, 2026\*
May 4, 2026
June 1, 2026\*
July 6, 2026\*
August 3, 2026

September \_\_\_\_\_\_, 2026\*

\*Such meetings shall be Optional and are expected to be held in the event there are items that require the attention of our direction from the Board of Supervisors. Please check the website of the District at <a href="www.waterfordestatescdd.com">www.waterfordestatescdd.com</a> within seven days of the scheduled meeting to verify whether the meeting will be held or cancelled.

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Tampa, LLC, 4530 Eagle Falls Place, Tampa, Florida 33619 or by calling (813) 344-4844 ("District Office").

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (813) 334-4844 at least 48 hours prior to the meeting. 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), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting 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 such appeal is to be based.

Jason Greenwood District Manager

# **SECTION B**

# **SECTION 2**

From: Patrick Burgess <pburgess@gmssf.com>

**Sent:** Friday, March 28, 2025 1:12 PM **To:** Jarod Prentice < <u>jarod@dmjafl.com</u>>

**Cc:** Jason Greenwood < jgreenwood@gms-tampa.com >; dhba@earthlink.net

Subject: Waterford Estates CDD - Tree Project

Good afternoon Jarod.

We spoke on Thursday afternoon (03/20) regarding the Waterford Estates HOA tree project. To refresh, we are with the Management company for the Waterford Estates Community Development District. Copied on the email is Jason Greenwood (District Manager), Dave Bailey (District Chairman) and I am the Field Manager. We have been doing our part to fully understand the plans, the Districts required actions and responsibility, and to ensure there are no grey areas moving forward.

Attached are 2 documents that we put together that we believe are the Districts responsibility according to the plans. Are you able to confirm that we have this correct? RESPONSE: DMJA IS AVAILABLE TO PROVIDE BID REVIEW SERVICES UNDER A SEPARATE SCOPE OF SERVICE OR AS ADDITIONAL SERVICES UNDER OUR CURRENT CONTRACT WITH THE H.O.A.

Below are a few questions and comments that Management and Board Chairman has put together. If you can provide us with answers or your comments, we would greatly appreciate it.

1. Advise that the attorney has advised the CDD is not permitted to install plant material on private property.

RESPONSE: DMJA IS NOT LEGAL REPRESENTATION FOR THE CDD. HOWEVER, THAT DOES NOT ABSOLVE THE C.D.D. AND THE H.O.A. FROM MAINTAINING COMPLIANCE WITH ALL COUNTY CODES, LANDSCAPE STANDARDS, ETC., AS DEDICATED ON THE COUNTY RECORDED PLATS FOR THIS COMMUNITY.

2. Explain what the purpose of the installation of shrubs along the buffer areas is for. There is already natural plant material growing adjacent to the area.

RESPONSE: THE PURPOSE OF THE SHRUBS
ARE TO FULLFIL THE BUFFER
REQUIREMENT(S) AS PROVIDED ON OUR 'SITE
CALCULATIONS' SHEET.

This is an expense with no tree point benefit.

3. Landscape Plan Sheet DT-1.0 includes the note "Supplement tree Credits = 3.5 under Bald Cypress. Please

**clarify.** RESPONSE: 'SUPPLEMENTAL' CREDITS ARE THOSE NEEDED TO PROVIDE/DEMONSTRATE COMPLIANCE WITH COUNTY REQUIRED TREE CREDITS, BASED ON THEIR TABLE FOR TREE POINTS. TREE POINTS ARE AWARDED BASED ON SIZE OF THE TREE TRUNK.

- 4. During the development of the plan was a cost estimate ever presented to the client or the County?

  RESPONSE: NO. DMJA'S SCOPE OF SERVICE WAS FOR INVENTORY/ASSESSMENT AND PLAN DEVELOPMENT FOR PERMITTING REVIEW/APPROVALS.
- 5. The large Bald Cypress are quite expensive why can't we substitute more smaller plant and cover more of this type of tree. The Districts goal is to cover more pond shore line with the bald cypress which would also help stabilize the lank banks from erosion.

  RESPONSE: WHO SAYS THIS CAN'T BE DONE? AS LONG AS THE POINT CREDITS BALANCE AND THE SMALLER SIZE TREES STILL MEET THE MINIMUM SIZE REQUIRED FOR TREES, I SEE NO REASON WHY THIS COULD NOT BE PURSUED.

# **CDD TAKE OFF QUANTITIES**

			Scientific	Common				
Sheet	Lot	Plan Code	Name	Name	QTY	Height	Cal	Sprd
15 LCP-1.0		TAX DIX	Taxodium distichum	Bald Cypress	9	20'	6"	6'
16 LCP-1.1		TAX DIX	Taxodium distichum	Bald Cypress	30	20'	6"	6"
19 LCP-1.4	514	PIN DE2	Pinus elliotti dense	Slash Pine	1	10' -12'	2"	4'
20 LCP-1.5	513	CON SE2	Conocarpus erectus	Silver Buttonwood	1	12'-14'	3"	45 GAL
		Mor cer	Morella	Wax Myrtle	5	24"		
35	512	Vib mis	Viburnum obovatum	Small-Leaf Arrowwood	5	24"		
34	511	Mor cer	Morella cerifera	Wax Myrtle	5	24"		
33	510	Ham pat	patens var. patens	Firebush	5	24"		
32	509	Mor cer	Morella cerifera	Wax Myrtle	5	24"		
31	508	Vib mis	Viburnum obovatum	Small-Leaf Arrowwood	5	24"		
30	507	Mor cer	Morella cerifera	Wax Myrtle	5	24"		
29	506	Ham pat	Hameiia patens var. patens	Firebush	5	24"		
28	505	CON SE2	Conocarpus erectus	Silver Buttonwood	1	12'-14'	3"	45 GAL
		Mor cer	Morella cerifera	Wax Myrtle	5	24"		
27	504	Vib mis	Viburnum obovatum	Small-Leaf Arrowwood	5	24"		
26	503	Mor cer	Morella cerifera	Wax Myrtle	5	24"		
		CON SE2	Conocarpus erectus	Small-Leaf Arrowwood	1	12' -14'	3"	45 GAL
25	502	Mor cer	Morella cerifera	Wax Myrtle	5	24"		
24	501	Mor cer	Morella cerifera	Wax Myrtle	5	24"		

# MINOR MODIFICATION

APPROVED DAT 7/12/24

# WATERFORD ESTATES TREE INVENTORY AND LANDSCAPE COMPLIANCE PLAN Landscape Plan



# PREPARED FOR:

WATERFOR ESTATES OWNERS ASSOCIATION

BY DAVID M. JONES, JR. AND ASSOCIATES, INC.

> Project Manager: JAROD A. PRENTICE, R.L.A. LA 6667459

# INDEX OF DRAWINGS:

LANDSCAPE PLANS COVER SHEET COVER SK-1.0 SHEET KEY EX-1.0 - EX-1.7 SLC-1.0 TL-1.0 EXISTING TREE LEGEND LCP-1.0 - LCP-1.9

DT-1.0

TREE POINT SUMMARY CALCULATIONS EXISTING CONDITIONS PLANS LANDSCAPE CALCULATIONS AND KEY SHEET TREE POINTS CALCULATIONS EXISTING CONDITIONS PLANS PLANTING DETAILS AND NOTES

**Approved Subject to Compliance** 

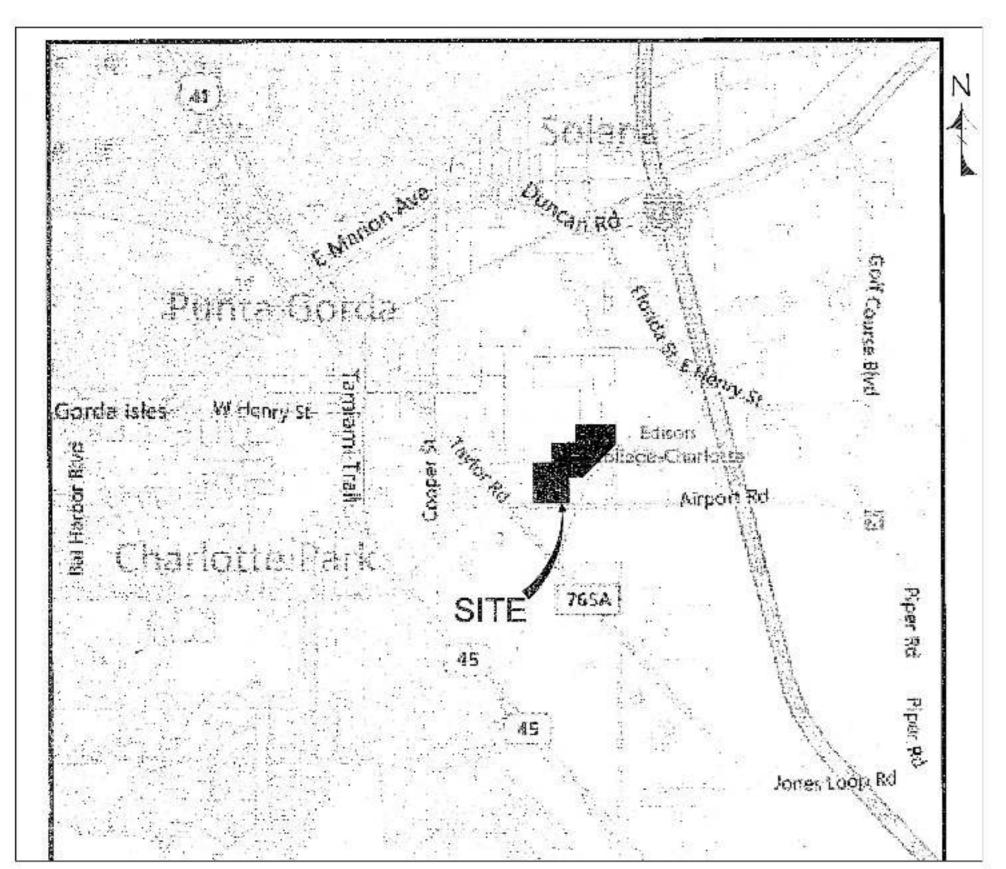
with Charlotte County Codes

Date: 7/11/2024

By: Elizabeth Nocheck

**OWNERS** 

LOCATION MAP



(N.T.S.)

SITE AREA IS GREATER THAN 1 ACRE. E.P.A., N.P.D.E.S. PERMIT MAY BE REQUIRED. CONTRACTOR TO PROVIDE AND MAINTAIN **EROSION CONTROL MEASURES IN** ACCORDANCE WITH BEST MANAGEMENT PRACTICES SUITABLE FOR THE SITE CONDITIONS.

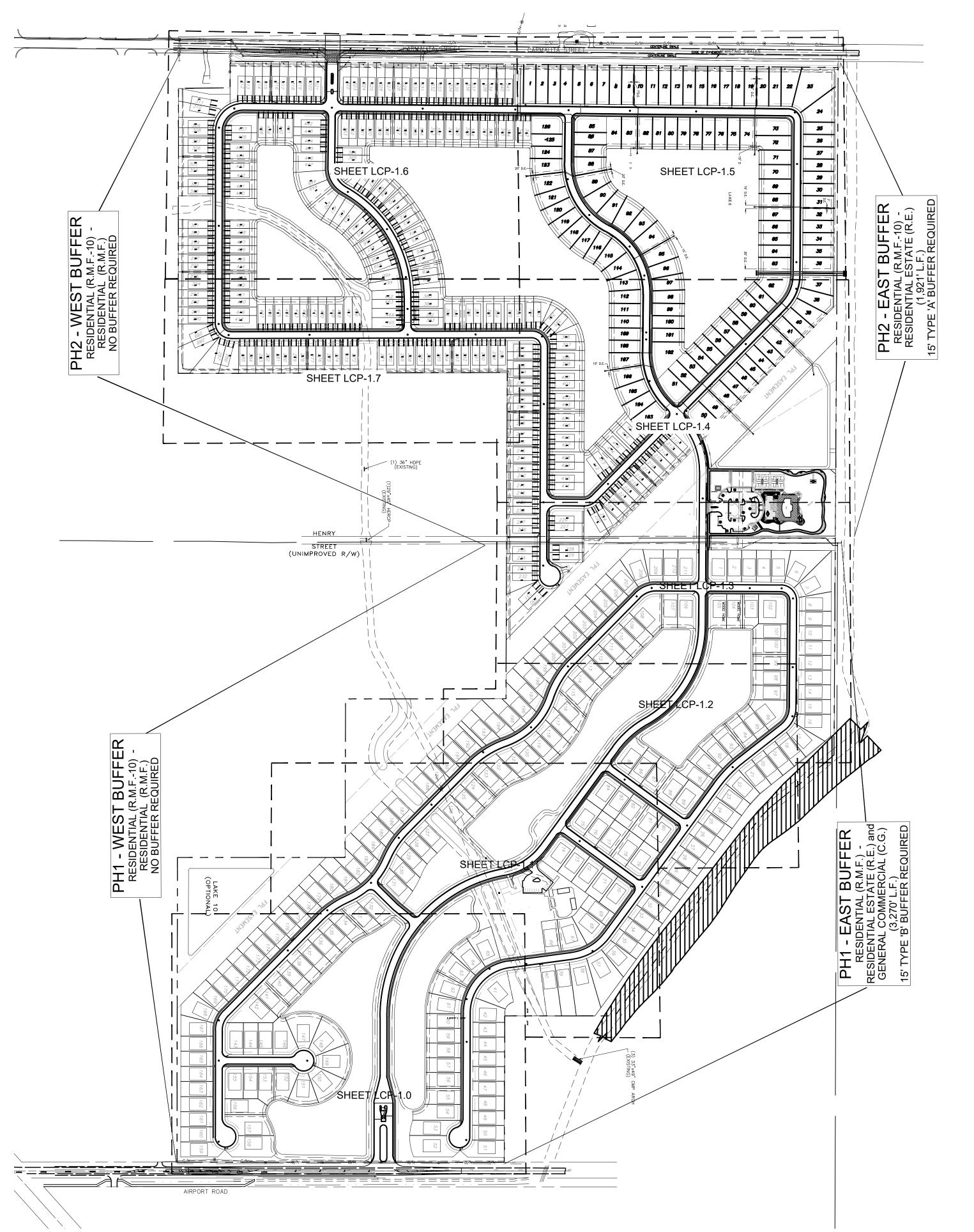
STATE

Digitally signed by Jarod A. Prentice, DN: cn=Jarod A. Prentice, R.L.A., o=David M. Jones, Jr. & Assoc., Inc., ou=The item has been electronically signed and sealed using a SHA-1 authentication codes. Printed copies of the document are not considered signed and sealed and all SHA-1 authentication codes must be verified on any electronic copies., email=Jarod@dmjafl.com, c=US Date: 2024.06.26 13:43:13 -04'00' Adobe Acrobat version: 2024.002.20857

PLAN STATUS

TREE INVENTORY PLAN: 100% LANDSCAPE COMPLIANCE PLAN: 100% IRRIGATION PLANS: 00%

SUBMITTED 6 / 26 / 2024



LANDSCAPE CALCULATIONS AND SHEET KEY

SITE LANDSCAPE CALCULATIONS

STRAP: 41-23-08-456018 AND OTHERS AS PLATTED

OLD PARCEL #: 00719720514005

ZONING: MULTI-FAMILY RESIDENTIAL (RMF)

SITE ADDRESS: 1900 WATERFORD PKWY., PUNTA GORDA, FL 33982

TOTAL DEVELOPMENT AREA: ~200.0 ACRES (8,711,645 S.F.)

- PHASE I (D.R.C.: F-04-47), 4, 358,005 S.F. DEVELOPMENT AREA YIELDS PERMITTED TREE POINTS REQUIRED = 1, 365

- PHASE 2, 4,353,640 S.F. DEVELOPMENT AREA YIELDS PERMITTED TREE POINTS REQUIRED = 2, 177 COMBINED TOTAL OF TREE POINTS REQUIRED PER TOTAL DEVELOPMENT AREA = 3.542 COMBINED TOTAL OF EXISTING (TO REMAIN) TREE AND PROPOSED (TRÉES CREDITS = 3,422 +224 = 3,646

# DEVELOPMENT BUFFER REQUIREMENTS

BUFFERS SUBJECT TO SECTION 3-9-100.1. OF CHARLOTTE COUNTY LAND DEVELOPMENT CODE,

WEST BUFFER (~1,026 L.F.)

RESIDENTIAL MULTI-FAMILY (R.M.F.-10) TO RESIDENTIAL MULTI-FAMILY (R.M.F.) NO BUFFERS REQUIRED

PHASE I (PHI) EAST BUFFER (3,270' L.F.)

RESIDENTIAL MULTI-FAMILY (R.M.F.-10) TO GENERAL COMMERCIAL (C.G.) AND RESIDENTIAL ESTATE (R.E.)

15' TYPE 'B' BUFFER REQUIRED, SECTION 3-9-48(K)(1),

TWO CANOPY TREES, ONE UNDERSTORY TREE AND NINE SHRUBS PER ONE HUNDRED LINEAR FEET:

3,270' / 100 (2) = 65.4 OR 66 CANOPY TREES REQUIRED AND 66 PROVIDED, LABELED (PHI-E.B.). 3,270' / 100 (1) = 32.7 OR 33 UNDERSTORY TREES REQUIRED AND 33 PROVIDED, LABELED (PHI-E.B.).

3,270' | 100 (9) = 295 SHRUBS REQUIRED AND 295 PROVIDED, LABELED (PHI-E.B.).

PHASE 2 (PH2) EAST BUFFER (1,921' L.F.)

RESIDENTIAL MULTI-FAMILY (R.M.F.-10) TO RESIDENTIAL ESTATE (R.E.)

15' TYPE 'A' BUFFER REQUIRED, SECTION 3-9-48(KXI),

TWO CANOPY TREES, ONE UNDERSTORY TREE AND NINE SHRUBS PER ONE HUNDRED LINEAR FEET:

1,921' | 100 (2) = 38.4 OR 39 CANOPY TREES REQUIRED AND 39 PROVIDED, LABELED (PHI-E.B.). 1,921' / 100 (1) = 19.2 OR 20 UNDERSTORY TREES REQUIRED AND 20 PROVIDED, LABELED (PH2-E.B.).

1,921' / 100 (9) = 173 SHRUBS REQUIRED AND 173 PROVIDED, LABELED (PH2-E.B.).

# PERIMETER LANDSCAPING

PERIMETER LANDSCAPING SUBJECT TO SECTION 3-9-100.2.B OF CHARLOTTE COUNTY LAND DEVELOPMENT CODE, REQUIRES, A PERIMETER LANDSCAPE STRIP AT LEAST 8' IN WIDTH, WITH ONE TREE PER 35', NOT TO EXCEED FIFTY FEET. NORTH BUFFER (2,408' L.F.)

RESIDENTIAL MULTI-FAMILY (R.M.F.-10) TO CARMALITA STREET RIGHT-OF-WAY (R.O.W.)

8' BUFFER REQUIRED, SECTION 3-9-100.2.B, TREES REQUIRED AT ONE PER 35' LINEAR FEET:

2,408' | 35 = 68.8 OR 69 TREES REQUIRED AND 69 PROVIDED, LABELED (N.B).

2,408' | 8 = 301 SHRUBS REQUIRED AND 301 PROVIDED, LABELED AS (N.B.).

SOUTH BUFFER (1,234' L.F.)

RESIDENTIAL MULTI-FAMILY (R.M.F.-10) TO AIRPORT ROAD RIGHT-OF-WAY (R.O.W.)

8' BUFFER REQUIRED, SECTION 3-9-100.2.B,

TREES REQUIRED AT ONE PER 35' LINEAR FEET:

1,234' / 35 = 35.2 OR 36 TREES REQUIRED AND 36 PROVIDED, LABELED (S.B). 1,234 / 8 = 155 SHRUBS REQUIRED AND 155 PROVIDED, LABELED AS (S.B.).

# INTERIOR PARKING LOT LANDSCAPING

INTERIOR PARKING LOT LANDSCAPING SUBJECT TO SECTION 3-9-100.2.C OF CHARLOTTE COUNTY LAND DEVELOPMENT CODE, REQUIRES, TERMINAL ISLANDS, WITH AT LEAST ONE TREE, PER PARKING ROW, FULLY PLANTED WITH SHRUBS AND GROUNDCOYERS.

PHASE I AMENITY AREA: THREE TERMINAL PARKING ISLANDS PROVIDED AND 3 PARKING TREES REQUIRED AND PROVIDED.

PHASE 2 AMENITY AREA: FIFTEEN TERMINAL PARKING ISLANDS PROVIDED AND 15 PARKING TREES REQUIRED AND PROVIDED.

# GENERAL TREE POINT REQUIREMENTS

CHARLOTTE COUNTY LAND DEVELOPMENT CODE, SECTION 3-9-100.3.C, REQUIRES INDUSTRIAL DEVELOPMENTS TO PROVIDE TREE POINTS, PRESERVED OR PLANTED, AT A RATE OF ONE POINT PER 2,000 S.F. OF DEVELOPMENT SITE. TOTAL DEVELOPMENT AREA: ~200.0 ACRES (8.711.645 S.F.)

- PHASE 1: (D.R.C.: F-04-47), 4, 358,005 S.F. DEVELOPMENT AREA YIELDS PERMITTED TREE POINTS REQUIRED = 1, 365 - PHASE 2: 4,353,640 S.F. DEVELOPMENT AREA YIELDS PERMITTED TREE POINTS REQUIRED = 2, 177

COMBINED TOTAL OF TREE POINTS REQUIRED PER TOTAL DEVELOPMENT AREA = 3,542 TREE POINTS REQUIRED AND 4,419.5 TREE POINTS PROVIDED, PER PROPOSED AND EXISTING TREES, AS PER TABLE 5. - TREE POINTS.

A MINIMUM OF TWO AND ONE-HALF TREE POINTS SHALL BE PROVIDED PER RESIDENTIAL LOT. A TOTAL OF 602 LOTS YIELDS 1,505 TOTAL TREE POINTS FOR RESIDENTIAL LOTS. REMAINING TREE POINTS ARE PROVIDED BY BUFFER TREES AND EXISTING TREE POINT CREDITS.

- ALTERATIONS TO LANDSCAPING AND BUFFERS REQUIRE PRIOR WRITTEN PERMISSION OF CHARLOTTE COUNTY. 2. TREE PERMITS MUST BE OBTAINED PRIOR TO ANY LAND CLEARING, CUT / FILL ACTIVITIES OR THE ISSUANCE OF ANY
- 3. GENERAL TREE POINTS REQUIRED TO BE ON SITE SHALL BE MET BY PLACING TREES THROUGHOUT THE DEVELOPMENT COMMUNITY IN COMMON OPEN SPACE, SUCH AS, BUT NOT LIMITED TO, SINGLE FAMILY LOTS, LAKE EDGE TREES, AMENITY TREES, PARK AREAS, BUILDING PERIMETER PLANTINGS, REQUIRED BUFFERS, ENHANCED BUFFERS AND ADDITIONAL PARKING
- TREE POINT CALCULATIONS SHALL BE SHOWN ON FINAL LANDSCAPE PLANS SUBMITTED AT TIME OF FINAL SITE PLAN APPROVAL

TREE ISLAND PLANTINGS. TREE SPECIES SHALL BE SELECTED FROM THE CHARLOTTE COUNTY APPROVED SPECIES LIST FOR

# Required Species Mix

Required Number of	Minimum Number of
Trees	Species
11-20	2
21-30	3
31-40	4
41+	5

More than 41 trees required trees dictates a minimum of 5 species. A minimum of 5 different species to be provided with installed materials. NO INDIVIDUAL SPECIES SHALL COMPRISE MORE THAN 60% OF THE INSTALLED TREES.

REVIEWE COMPLIA 7/12/2024

> DAVID M. JONES, JR AND ASSOCIATES, INC

LANDSCAPE ARCHITECTS AND PLANNERS

2221 McGregor Blvd. Fort Myers, Florida 33901 PHONE: (239) 337-5525 FAX (239) 337-4494

4161 Tamiami Trail Building 5, Unit 501 Port Charlotte, Florida 33952 PHONE: (941) 235-2217

FAX: (239) 337-4494 L.A. LICENSE: LC COOOO63

PROJECT INFORMATION:

WATERFORD **ESTATES** -PHASE 1 AND PHASE 2

PUNTA GORDA, FLORIDA

PREPARED FOR:

**HOME OWNERS** ASSOCIATION

CONSULTANT:

DESIGN PROFESSIONAL:

STATE OF FLORIDA

1	PROJECT NO.	222065
	PROJECT MJR:	JAROD A. PRENTICE
	FILE NAME:	WATERFORD ESTATES_LS
	DESIGNER:	JAP
	CAD TECH:	JAP
	CHECKED BY:	JAP
	ISSUED FOR:	
	PERM	ITTING REVIEW

SSUED DATE: MAR. 7, 2024 MAY 17, 2024; CNTY. CMNT 2 JUNE 25, 2024; CNTY. CMNTS

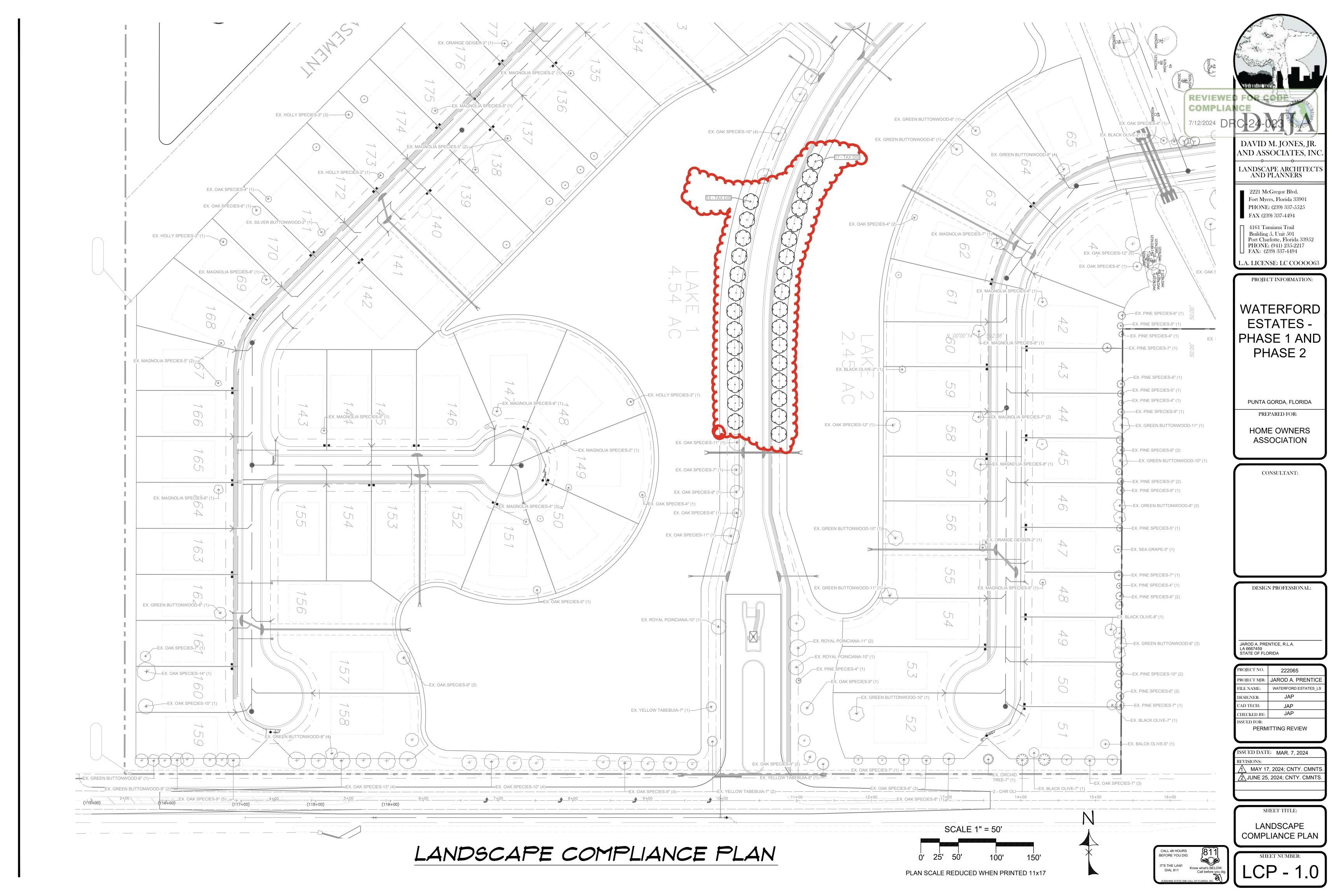
> SHEET TITLE: REQUIRED LANDSCAPE

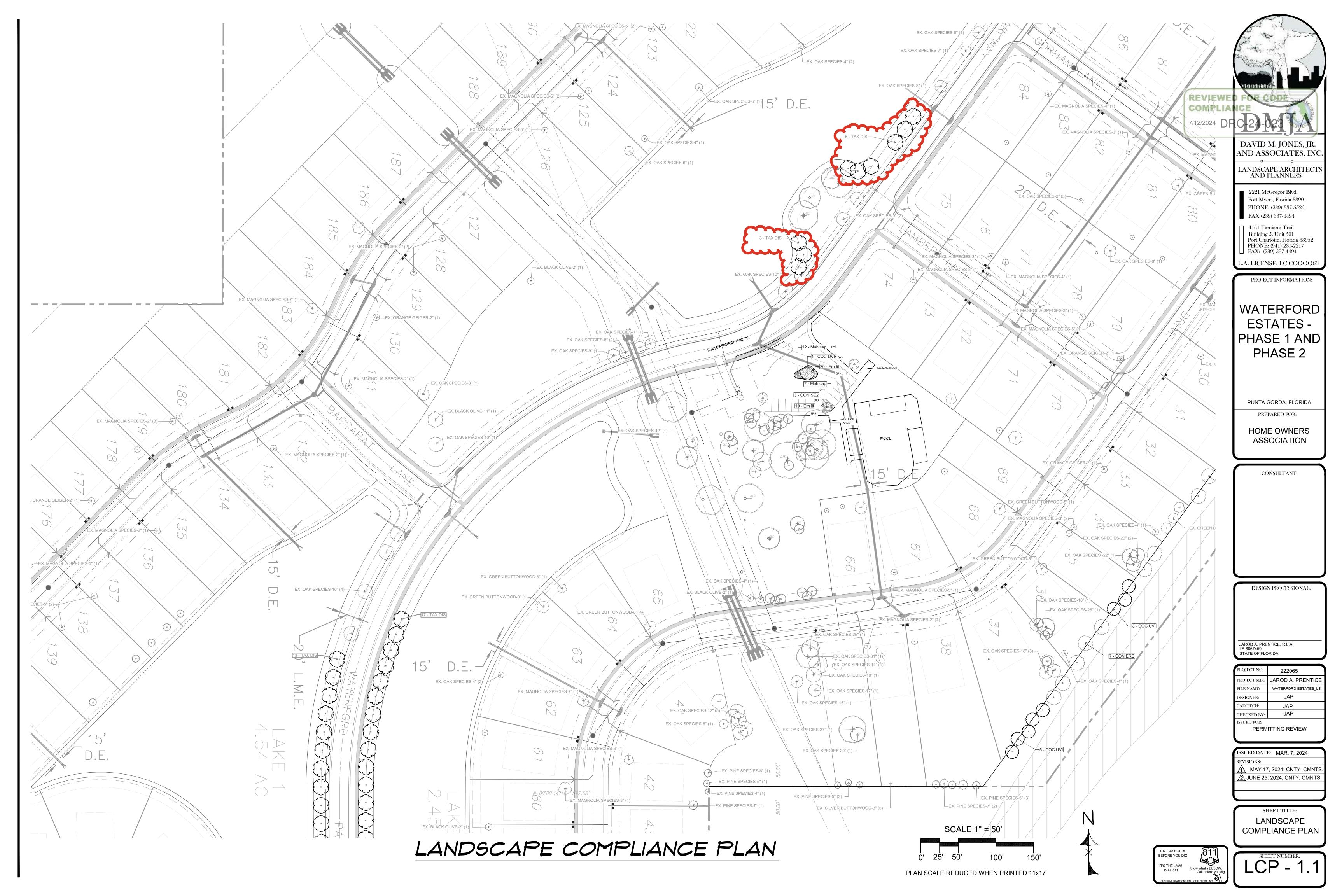
CALCULATIONS

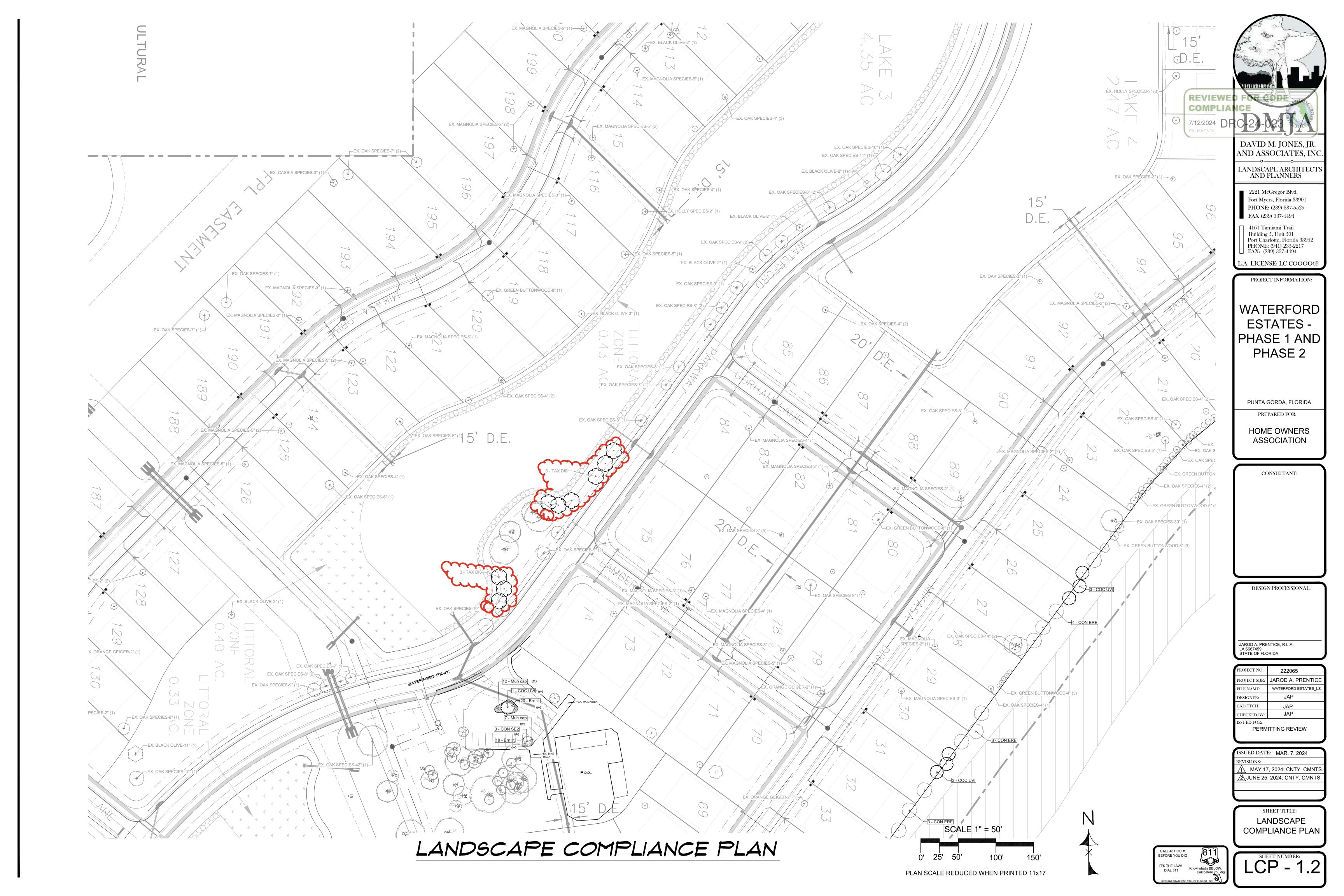
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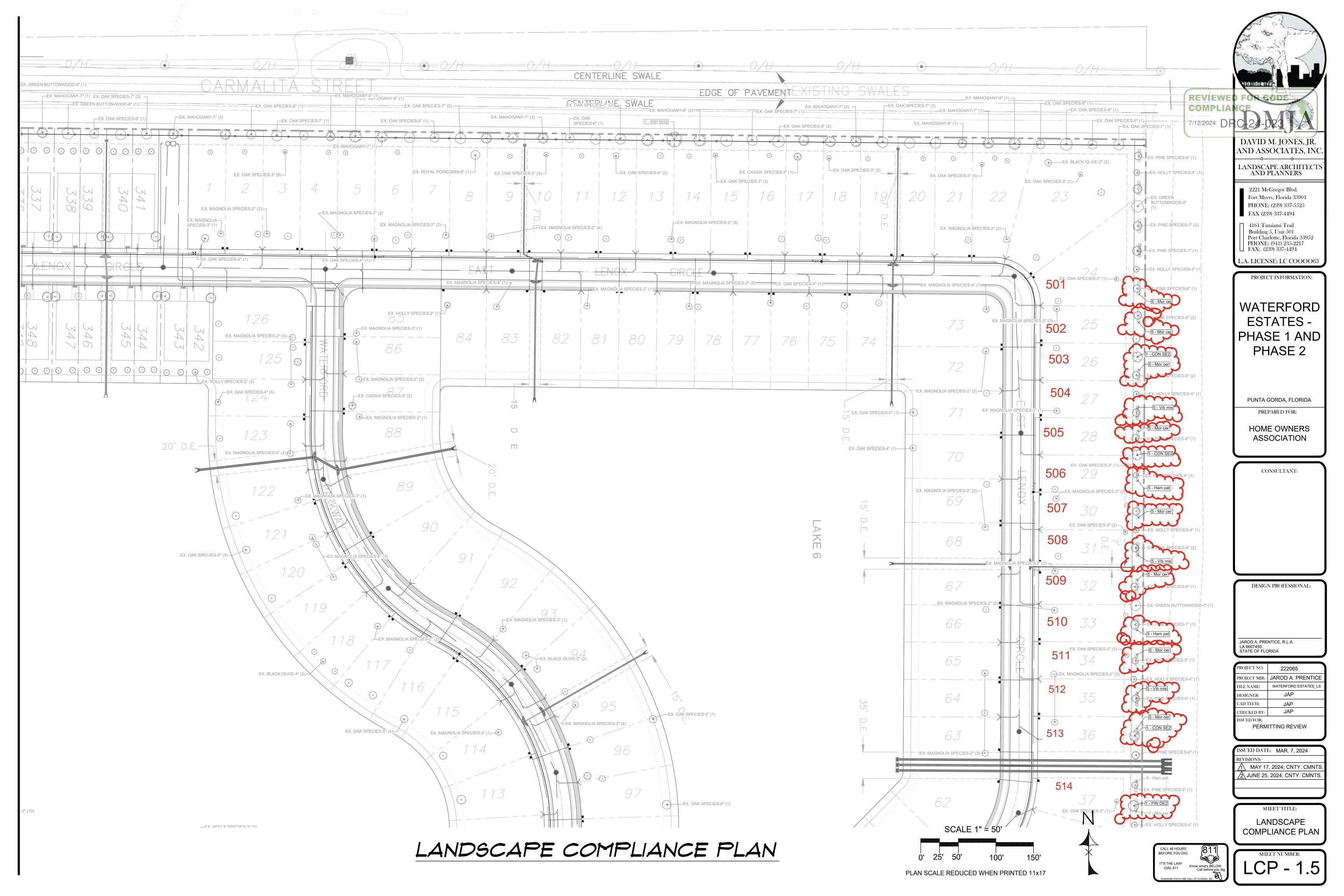
SCALE 1" = 250'

PLAN SCALE REDUCED WHEN PRINTED 11x17

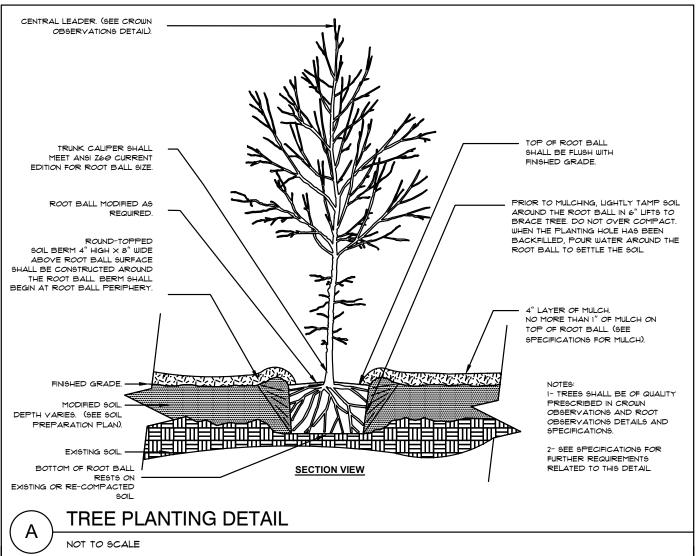


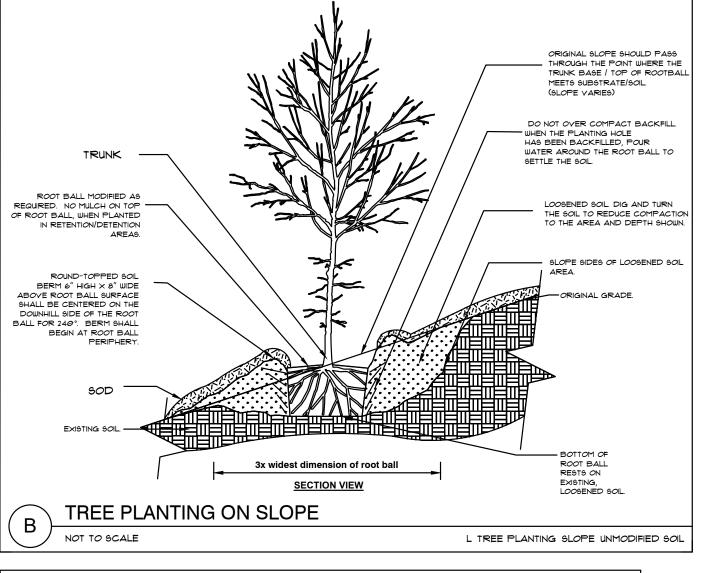


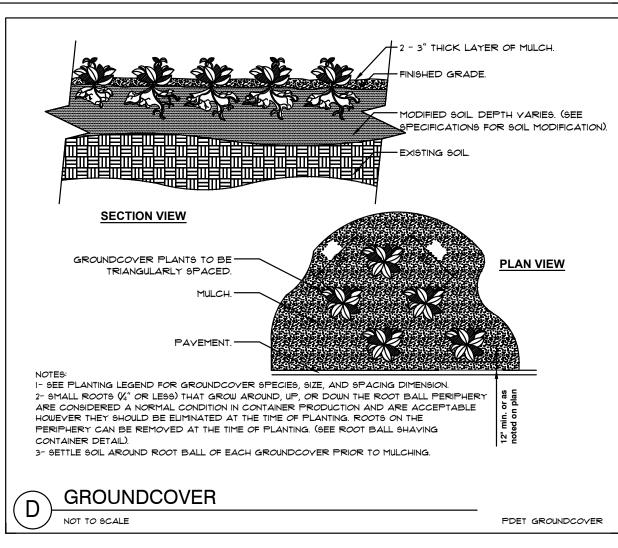


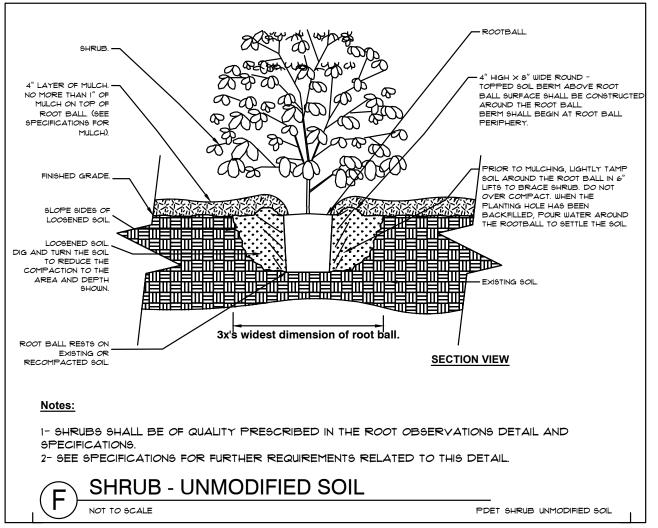


# PLANTING DETAILS









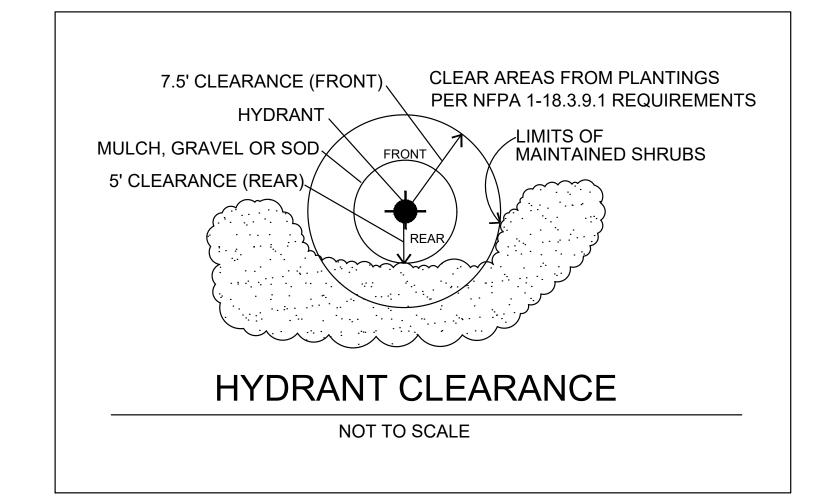
# **GENERAL LANDSCAPE NOTES**

- THE QUALITY OF ALL PLANT MATERIAL WILL MEET THE STANDARDS FOR FLORIDA GRADE NO.1 (or better), AS **GOVERNED IN "GRADES AND STANDARDS FOR NURSERY PLANTS".**
- ALL PLANTED TREES AND PALMS WILL HAVE A 3" DEEP SAUCER CONSTRUCTED FROM THE TRUNK OF THE TREE
- OR PALM. MINIMUM OF 4' DIAMETER. ALL PLANTING BEDS SHALL BE COVERED WITH A 3" MINIMUM DEPTH OF MULCH AND SHALL BE WEED FREE. MULCH SHALL BE GRADE B OR BETTER. CONTRACTOR SHALL REMOVE ANY VEGETATIVE GROWTH AND APPLY A PRE-EMERGENT WEED KILLER PER SPECIFICATIONS PRIOR TO MULCHING.
- NO CODE REQUIRED PLANTINGS SHALL BE INSTALLED IN UTILITY EASEMENTS. ALL PROPOSED TREES MUST BE
- PLANTED A MINIMUM OF TEN FEET FROM ROOTBALL TO ANY UNDERGROUND UTILITY LINE. ANY AND ALL EXOTIC VEGETATION INCLUDING: EARLEAF ACACIA, WOMAN'S TONGUE, BISHOPWOOD AUSTRALIAN PINE, CARROTWOOD, ROSEWOOD, AIR POTATO, MURRAY RED GUM, WEEPING FIG, CUBAN LAUREL FIG. JAPANESE CLIMBING FERN. OLD WORD CLIMBING FERN. MELALEUCA. DOWNY ROSE MYRTLE, CHINESE TALLOW, BRAZILIAN PEPPER, FLORIDA HOLLY, TROPICAL SODA APPLE, JAVA PLUM, ROSE APPLE, CORK TREE AND WEDELIA, ON THE PROPERTY SHALL BE COMPLETELY REMOVED AND DISPOSED OF OFF SITE BY THE CONTRACTOR. THE SITE SHALL BE MAINTAINED FREE OF INVASIVE EXOTIC VEGETATION IN PERPETUITY.
- TREES SHALL BE A MINIMUM OF 10' IN HEIGHT WITH A 2" CALIPER MEASURED AT 1' ABOVE GROUND LEVEL WITH A FOUR FOOT CANOPY SPREAD, UNLESS SPECIFIED AS 16' TALL TREES PER PLAN AND PLANT LIST. PALMS MUST HAVE A MINIMUM OF EIGHT FEET OF CLEAR TRUNK AT PLANTING. PALMS MAY BE USED IN PLACE OF TREES AT THE RATE OF ONE PALM FOR ONE TREE FOR BUFFER AND GENERAL TREE REQUIREMENTS. PALMS WITH A CANOPY LESS THAN 20 FEET SHALL BE CLUSTERED IN GROUPS IN A MINIMUM OF THREE. PALMS MAY ONLY BE USED TO MEET 30 PERCENT OF THE CODE-REQUIRED TREES. SMALL TREES SUCH AS DAHOON HOLLIES THAT HAVE AN AVERAGE MATURE SPREAD OR CROWN LESS THAN 20 FEET MAY BE SUBSTITUTED BY GROUPING THE SAME SO AS TO CREATE THE EQUIVALENT OF A 20-FOOT CROWN SPREAD.
- REFER TO ENGINEERING PLANS FOR ADDITIONAL SPECIFICATIONS.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH THE LOCATIONS
- OF ALL UTILITIES AND ALL SITE CONDITIONS PRIOR TO THE START OF LANDSCAPE INSTALLATION. FERTILIZER SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND LEE COUNTY ORDINANCES.
- 10. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINE GRADE ALL PLANTING AND SODDING AREAS PRIOR TO PLANT OR SOD INSTALLATION. CONTRACTOR SHALL OBTAIN OWNER APPROVAL OF **FINAL GRADES.**
- 11. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE TAKEOFFS. PLANT LIST IS PROVIDED FOR REFERENCE
- 12. CONTRACTOR SHALL BE RESPONSIBLE FOR LANDSCAPE MAINTENANCE UNTIL FINAL ACCEPTANCE AND IN COMPLIANCE WITH SPECIFICATIONS.
- 13. CONTRACTOR SHALL REMOVE ALL TAGS, TAPE AND SUPPORTS (EXCEPT STAKING GUYS) FROM ALL PLANTINGS PRIOR TO FINAL ACCEPTANCE.
- 14. ALL AREAS OF THE SITE NOT PLANTED SHALL BE SODDED IN ACCORDANCE WITH PLANS.
- 15. THE REQUIRED PLANTINGS SHALL BE IRRIGATED IN ACCORDANCE WITH LDC REQUIREMENTS.
- 16. THE PARKING LOTS SHALL BE SLEEVED FOR IRRIGATION BY THE LANDSCAPE CONTRACTOR. COORDINATE WITH CIVIL ENGINEERING PLANS.
- 17. ALL BASE ROCK SHALL BE REMOVED FROM LANDSCAPE PARKING ISLANDS.
- 18. THE HEIGHT OF ALL TREES SHALL BE MEASURED FROM FINISHED GRADE AT LOCATION OF PLANTINGS. SHRUBS INTENDED FOR BUFFERING SHALL BE MEASURED FROM THE HEIGHT OF THE ADJACENT PARKING GRADE IF PARKING IS ADJACENT TO THE BUFFER.
- 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL CODE REQUIRED BACKFLOW PREVENTERS IN ADDITION TO ALL PERMITS AS REQUIRED BY THE GOVERNING AGENCIES INCLUDING WATER USE PERMITS. IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE BASED ON WATER SOURCE SIZE AND PRESSURE AT POINT OF CONNECTION.

Charlotte County Maintenance Requirements (per Sec. 3-9-100 (g)):

disaster shall be repaired within one hundred eighty (180) days.

- (1)Plantings, fences, walls, berms and irrigation systems required by this section must be maintained in good repair.
- Landscaped and buffer areas must be kept free of weeds, litter and debris. (2) Damage to any of the landscaping or structures required by this section shall be replanted or replaced, as applicable, within ninety (90) days or one (1) growing season, whichever is sooner. Damage to a required fence or wall by a natural
- (3) It is unlawful to violate any of the provisions of this section. (4) The department may enforce compliance with this section as provided by law and may perform reasonable inspections to
- insure continued compliance. (5)All required landscaping and buffers may be served by an automatic irrigation system designed to eliminate the application of water to impervious areas and reduce impacts to existing native vegetation. All required landscaping and buffers shall be irrigated during the establishment period. The applicant may use a temporary irrigation system or hand watering if the applicant can demonstrate that such an approach will provide adequate water for plant survival. All
- alternative plans of irrigation must be approved by the zoning official or his/her designee. (6) Tree pruning shall be conducted according to the most recent edition of the National Arborist Association Standards.



ABOYE CODE PLANTINGS (IF APPLICABLE) TO BE INSTALLED AT THE OPTION OF THE OWNER.

CONTRACTOR SHALL SOD ALL DISTURBED AREAS WITH BAHIA SOD. YERIFY SOD SPECIES WITH

ALL PLANTINGS TO BE MULCHED WITH 2" DARK BROWN ORGANIC MULCH GRADE B OR BETTER.

CYPRESS MULCH PROHIBITED. CONTRACTOR RESPONSIBLE FOR VERIFICATION OF QUANTITIES

CONTRACTOR RESPONSIBLE FOR SOD AND MULCH QUANTITIES.

PROPOSED REMEDIAL PLANT SCHEDULE

**COMMON NAME** 

Sea Grape

Green Buttonwood

Silver Buttonwood

Dahoon Holly

Slash Pine

Sand Live Oak

Bald Cypress

**Firebush** 

Wax Myrtle

Pink Muhly Grass

Small-Leaf Arrowwood

SIZE

Min. 2" Cal., 10` Ht., 4` Sprd.

Min. 2" Cal., 10` Ht., 4` Sprd.

12`-14` HT, 3" CAL. 45 GALLON

Min. 2" Cal., 10` Ht., 4` Sprd.

Min. 2" Cal., 10` Ht., 4` Sprd.

Min. 2" Cal., 10` Ht., 4` Sprd.

6" Cal., 20` Ht., 6` Sprd.

**SPACING** 

West Indian Mahogany 2" Cal., 10` Ht., 4` Sprd.; Standard

24" Ht.

24" Ht.

3 gal.

10`-12` ht, 2" cal, 4` spr

**BOTANICAL NAME** 

Chrysophyllum oliviforme

Conocarpus erectus

llex cassine

Pinus elliotti densa

Quercus geminata

Swietenia mahagoni

Taxodium distichum

Morella cerifera

Ernodea littoralis

Hamelia patens var. patens

Muhlenbergia capillaris

Supplemental Tree Credits = 3.5 each

Viburnum obovatum `Miss Shillers Deligh

TAX DIS

**GROUND COVERS** 

39

Conocarpus erectus `Sericeus

# **CHARLOTTE COUNTY NOTE:**

AT TIME OF BIDDING.

- . ALTERATIONS TO LANDSCAPING AND BUFFERS REQUIRE PRIOR WRITTEN PERMISSION OF CHARLOTTE COUNTY.
- 2. TREE PERMITS MUST BE OBTAINED PRIOR TO ANY LAND CLEARING, CUT / FILL ACTIVITIES OR THE ISSUANCE OF ANY BUILDING PERMITS.
- 3. GENERAL TREE POINTS REQUIRED TO BE ON SITE SHALL BE MET BY PLACING TREES THROUGHOUT THE DEVELOPMENT COMMUNITY IN COMMON OPEN SPACE, SUCH AS, BUT NOT LIMITED TO, SINGLE FAMILY LOTS, LAKE EDGE TREES, AMENITY TREES, PARK AREAS, BUILDING PERIMETER PLANTINGS, REQUIRED BUFFERS, ENHANCED BUFFERS AND ADDITIONAL PARKING TREE ISLAND PLANTINGS. TREE SPECIES SHALL BE SELECTED FROM THE CHARLOTTE COUNTY APPROVED SPECIES LIST FOR TREE CREDIT.
- TREE POINT CALCULATIONS SHALL BE SHOWN ON FINAL LANDSCAPE PLANS SUBMITTED AT TIME OF FINAL SITE PLAN APPROVAL.

COMPLI/

DAVID M. JONES, JR. AND ASSOCIATES, IN

LANDSCAPE ARCHITECTS AND PLANNERS

■ 2221 McGregor Blvd. Fort Myers, Florida 33901 PHONE: (239) 337-5525 FAX (239) 337-4494

4161 Tamiami Trail Building 5, Unit 501 Port Charlotte, Florida 33952 PHONE: (941) 235-2217 J FAX: (239) 337-4494

PROJECT INFORMATION:

L.A. LICENSE: LC COOOO63

WATERFORD

**ESTATES** -PHASE 1 AND PHASE 2

PUNTA GORDA, FLORIDA

**HOME OWNERS** ASSOCIATION

PREPARED FOR:

CONSULTANT:

DESIGN PROFESSIONAL:

JAROD A. PRENTICE, R.L.A. TATE OF FLORIDA

1	PROJECT NO.	222065	
	PROJECT MJR:	JAROD A. PRENTIC	
	FILE NAME:	WATERFORD ESTATES_L	
	DESIGNER:	JAP	
	CAD TECH:	JAP	
	CHECKED BY:	JAP	
	ISSUED FOR:		
	PERMITTING REVIEW		

ISSUED DATE: MAR. 7. 2024 MAY 17, 2024; CNTY. CMNTS 2 JUNE 25, 2024; CNTY. CMNT

SHEET TITLE: LANDSCAPE DETAILS AND NOTES

BEFORE YOU DIG T'S THE LAW! Know what's BELOV **DIAL 811** 

# **SECTION 3**

# Waterford Estates Community Development District (CDD) Governmental Management Services 4530 Eagle Falls Pl Tampa, FL 33619

Date: [Insert Date]

To:

Property Owner 25312 East Lenox Circle [City, State, ZIP Code]

Subject: Cease and Desist Notice – Unauthorized Irrigation Lines and landscaping on CDD Property

Dear Property Owner,

It has come to the attention of the Waterford Estates Community Development District ("CDD") that irrigation lines associated with your property located at **25312 East Lenox Circle** have been installed and/or extended onto land owned and maintained by the CDD.

Please be advised that such encroachments onto CDD-owned property are unauthorized and constitute a violation of CDD regulations and property rights. The presence of private irrigation infrastructure on public or common property creates potential liability issues and may interfere with the CDD's ability to maintain, operate, and access its assets.

Accordingly, you are hereby directed to CEASE AND DESIST from maintaining, operating, or using irrigation lines on CDD property. You are further required to remove all irrigation lines and related infrastructure such as landscaping that encroach upon CDD property no later than 45 days from the date of this letter.

Failure to comply with this directive may result in further action, including but not limited to removal of the encroaching infrastructure at your expense and/or legal proceedings to enforce the CDD's rights.

We appreciate your prompt attention to this matter and your cooperation in preserving the integrity and safety of Waterford Estates' common areas.

If you have any questions or believe this notice has been sent in error, you may contact the CDD office at 813-344-4844 or email me at jgreenwood@gms-tampa.com within five (5) business days of receiving this letter.

Sincerely,

Jason Greenwood

On Behalf of the Waterford Estates CDD Managing Director

# **SECTION V**

# **SECTION A**

# **SECTION 1**

### **MEMORANDUM**

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**District Counsel** 

DATE: June 30, 2025

RE: 2025 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2025 – \_\_\_\_, Laws of Florida (SB 268). The legislation creates a new public records exemption under section 119.071(4)(d)6., F.S., for certain personal identifying and locating information of specified state and local officials, members of Congress, and their family members. Specifically, the exemption applies to the partial home addresses and telephone numbers of current congressional members, public officers, their adult children and spouses. To assert the exemption, the public officer or congressional member, their family members, or employing agencies must submit a written, notarized request to each agency holding the information, along with documentation verifying the individual's eligibility. Custodians of records must maintain the exemption until the qualifying condition no longer exists.

The legislation narrows the definition of "public officer" to include only the Governor, Lieutenant Governor, Chief Financial Officer, Attorney General, or Commissioner of Agriculture; as well as a state senator or representative, property appraiser, supervisor of elections, school superintendent, city or county commissioner, school board member, or mayor. This exemption applies to information held before, on, or after July 1, 2025. It is subject to the Open Government Sunset Review Act and will automatically repeal on October 2, 2030, unless reenacted by the Legislature. The effective date of this act is July 1, 2025.

While the new exception is not specifically applicable to a member of a Community Development District ("CDD") board of supervisors, if any board members or related officials fall within this definition of a "public officer" who has asserted the exception, the CDD must protect the partial home addresses and telephone numbers of these individuals, as well as similar information about their spouses and adult children. CDDs will need to update their public records procedures to verify and process these requests to ensure exempt information is withheld.

2. Chapter 2025 – 174, Laws of Florida (HB 669). The legislation prohibits a local government's investment policy from requiring a minimum bond rating for any category of bond that is explicitly authorized in statute to include unrated bonds. Current law permits local governments to invest in unrated bonds issued by the government of Israel. The bill ensures that investment policies do not impose additional rating requirements that conflict with this statutory authorization. The effective date of this act is July 1, 2025.

This law prevents a CDD from imposing stricter bond rating requirements in their investment policies than those allowed by state law. Specifically, if state law authorizes investment in certain unrated bonds, such as those issued by the government of Israel, a CDD cannot require a minimum bond rating for these bonds in its investment guidelines. CDDs must align their investment policies with statutory permissions, allowing investment in authorized unrated bonds without additional rating restrictions.

**3.** Chapter 2025 – \_\_\_\_, Laws of Florida (SB 108). The legislation makes significant amendments to the Administrative Procedure Act (APA), revising rulemaking procedures, establishing a structured rule review process, and changing public notice requirements.

## **New Timelines and Notice Requirements:**

- Agencies must publish a notice of intended agency action within 90 days of the effective date of legislation delegating rulemaking authority.
- Notices of proposed rulemaking must now include the proposed rule number, and at least seven days must separate the notice of rule development from proposed rule publication.
- Agencies must electronically publish the full text of any incorporated material in a text-searchable format and use strikethrough/underline formatting to show changes.

This legislation applies to CDDs that exercise rulemaking authority under Chapter 120, Florida Statutes. Under the new requirements, CDDs must publish a notice of intended agency action within 90 days after the effective date of any legislation granting them rulemaking authority. When proposing new rules, CDDs must now include the proposed rule number in the notice, allow at least seven (7) days between publishing the notice of rule development and the proposed rule itself, and electronically publish the full text of any incorporated materials in a searchable format. All changes must be shown using strikethrough and underline formatting. CDDs subject to the APA should review their procedures to ensure timely and compliant publication moving forward.

Section 120.5435, F.S., governing the rule review process sunsets on July 1, 2032, unless reenacted. The effective date of this act is July 1, 2025.

**4.** Chapter 2025 – 85, Laws of Florida (SB 348). The legislation amends the Code of Ethics to establish a new "stolen valor" provision and expands enforcement mechanisms for collecting unpaid ethics penalties. The bill creates section 112.3131, F.S., which prohibits candidates, elected or appointed public officers, and public employees from knowingly making

<sup>&</sup>lt;sup>1</sup> A "unit of local government" is defined any county, municipality, special district, school district, county constitutional officer, authority, board, public corporation, or any other political subdivision of the state. Section 218.403(11), F.S.

fraudulent representations relating to military service for the purpose of material gain. Prohibited conduct includes falsely claiming military service, honors, medals, or qualifications, or unauthorized wearing of military uniforms or insignia. An exception is provided for individuals in the theatrical profession during a performance. Violations are subject to administrative penalties under section 112.317, F.S., and may also be prosecuted under other applicable laws.

In addition, the legislation amends section 112.317(2), F.S., to authorize the Attorney General to pursue wage garnishment for unpaid civil or restitution penalties arising from ethics violations. A penalty becomes delinquent if unpaid 90 days after imposition. If the violator is a current public officer or employee, the Attorney General must notify the Chief Financial Officer or applicable governing body to initiate withholding from salary-related payments, subject to a 25 percent cap or the maximum allowed by federal law. Agencies may retain a portion of withheld funds to cover administrative costs. The act also authorizes the referral of delinquent penalties to collection agencies and establishes a 20-year statute of limitations for enforcement. The effective date of this act is July 1, 2025.

This law applies directly to CDDs because CDD board members and employees are classified as public officers and public employees under Florida law. As such, CDD officials are prohibited from knowingly making fraudulent claims regarding military service or honors for material gain under the new "stolen valor" provision. Additionally, the law enhances enforcement tools for unpaid ethics penalties, allowing for wage garnishment, salary withholding, and referrals to collection agencies. CDDs must ensure that their officials and staff comply with these ethics requirements and be prepared to cooperate with enforcement actions beginning July 1, 2025.

5. Chapter 2025 – 164, Laws of Florida (SB 784). The legislation amends section 177.071, F.S., to require that local governments review and approve plat and replat submittals through an administrative process, without action by the governing body. Local governments must designate by ordinance an administrative authority to carry out this function. The administrative authority must (1) acknowledge receipt of a submittal in writing within seven days, identify any missing documentation and provide details on the applicable requirements and review timeframe. Unless the applicant requests an extension, the authority must approve, approve with conditions, or deny the submittal within the timeframe provided in the initial notice. Any denial must include a written explanation citing specific unmet requirements. The authority or local government may not request or require an extension of time. The effective date of this act is July 1, 2025.

While this law does not apply directly to CDDs, as they do not have plat approval authority, it is relevant to developer-controlled CDD boards involved in the land entitlement process. Plat and replat approvals will now be handled through an administrative process by the city or county, rather than by governing body action. Local governments must designate an administrative authority by ordinance and follow strict requirements for written acknowledgment, completeness review, and decision-making timelines. Any denial must include a written explanation citing specific deficiencies, and extensions cannot be requested by the reviewing authority.

6. Chapter 2025 – 140, Laws of Florida (HB 683). The legislation includes several revisions related to local government contracting, public construction bidding, building permitting, and professional certification. It also requires the Department of Environmental Protection to adopt

minimum standards for the installation of synthetic turf on residential properties. Upon adoption, the law prohibits local governments from enforcing ordinances or policies that are inconsistent with those standards.

The act requires local governments to approve or deny a contractor's change order price quote within 35 days of receipt. If denied, the local government must identify the specific deficiencies in the quote and the corrective actions needed. These provisions may not be waived or modified by contract. The law prohibits the state and its political subdivisions from penalizing or rewarding a bidder for the volume of construction work previously performed for the same governmental entity. With respect to building permits, the act prohibits local building departments from requiring a copy of the contract between a builder and a property owner or any related documentation, such as cost breakdowns or profit statements, as a condition for applying for or receiving a permit. The act also allows private providers to use software to review certain building plans and reduces the timeframe within which building departments must complete the review of certain permit applications.

CDDs must follow the new requirements for contractor's change order timelines, restrictions on permit-related documentation, and procurement practices.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <a href="http://laws.flrules.org/">http://laws.flrules.org/</a>.

## **SECTION D**

## **SECTION 1**

## Waterford Estates CDD

## Field Manager Report July 7 2025 Meeting

## Landscaping

## Premier Landscaping

- Services provided as contracted
- o Items in progress:
  - Proposal to remove remaining Australian Pines on CDD property
  - FPL Brush Hogging proposal
  - HOA Tree Project CDD tree removals
  - HOA Tree Project CDD tree/plant installs

## Field Items

- FPL junction box lid reported to FPL
  - No response or action by FPL
  - Premier will be making a lid until a response from FPL is provided





District Manager: Paul Winkeljohn Field Manager: Patrick Burgess

# **SECTION 3**

# SECTION i



### EcoTech Environmental LLC

PO Box 1541 Bowling Green, FL 33834

March 117, 2025

Waterford Estates CDD c/o GMS-SF 5385 N. Nob Hill Rd. Sunrise FL 33355 Via Email: pburgess@gmssf.com

RE: Proposal of Services and Fees

**Waterford Estates** 

Tracts TF-1, TF-2, and TC-6 (the FPL Easement Area)

Dear Mr. Burgess:

Pursuant to your request, EcoTech Environmental LLC. (EcoTech) respectfully provides the following Proposal of Services and Fees for the nuisance and exotic vegetation removal/reduction associated with Tracts TF-1, TF-2, TF-6 (the FPL Easement Area) located at the Waterford Estates Development in Punta Gorda, Florida. The following proposal and associated costs are based on information provided by **Waterford Estates CDD**. Due to the time elapsed since any work performed by EcoTech was performed within the easement, costs in this proposal include an initial event.

The infestation of exotics is varied and denser in some areas. As a result, this proposal provides a Time and Materials approach rather than a fixed fee.

#### 1.0 SCOPE OF WORK

#### 1.1 Initial Exotic and Nuisance Vegetation Reduction Event

EcoTech will perform a one-time exotic and nuisance vegetation reduction event within project areas. During the initial event, EcoTech staff will utilize a skid-steer with a mulching head to mulch to the ground to the ground Brazilian pepper trees and other exotic vegetation. The remaining stumps will be treated with systemic herbicides to prevent re-growth. Work associated with the Initial Exotic and Nuisance Vegetation Reduction Event will be accomplished on a time and materials basis.

#### 1.2 Semiannual Vegetative Assessment

EcoTech will perform routine, semiannual assessments of the project areas for a three-year period. During scheduled assessment events, EcoTech staff will assess the project areas for signs of re-growth and the overall condition of the areas. A letter-report will be provided to the Owner advising the results of the assessment and any recommendations.

Proposal of Services and Fees Waterford Estates Tracts TF-1, TF-2, and TC-6 (the FPL Easement Area)) March 17, 2025 Page 2

#### 1.3 Semiannual Vegetative Maintenance

EcoTech will perform routine, quarterly vegetative of the project areas for a three-year period. During scheduled maintenance events, EcoTech staff will target nuisance and exotic vegetation for control using appropriate herbicides. No biomass will be removed from the project areas during routine, scheduled maintenance events.

#### Limitations to Scope of Work

Owner will assure vehicular access to the site. All herbicide applications will be performed under the supervision of EcoTech employees, licensed by the State of Florida for the use of restricted-use aquatic herbicides and within Natural Areas.

#### **2.0 COST**

Time and Material Costs are provided in the following Table:

Description	Ohi	Coot
Description	Qty	Cost
Skid-steer W/mulching head and operator @ \$1850/day	Unk	\$1,850.00/day
5-man crew @ \$2,250/day	Unk	\$2,250.00/day
Semiannual vegetative assessments @ \$65/hr.	6	\$3,900.00
Semiannual vegetative Maintenance @ \$2250/day	6	\$2,250.00/day
Total Contract Cost:		TBD

#### 3.0 DURATION OF CONTRACT

Once initiated, the terms of this agreement shall remain in effect for a three-year period.

#### 4.0 TERMINATION

Termination of this agreement shall be effective with 30 days prior written notice by either party or immediately by mutual agreement of both parties. However, termination of this agreement shall not be effective until all fees due are paid.

Proposal of Services and Fees Waterford Estates Tracts TF-1, TF-2, and TC-6 (the FPL Easement Area)) March 17, 2025 Page 3

#### 5.0 EcoTech Environmental, LLC Business Terms and Conditions

- **5.1** This Agreement gives no rights or benefits to anyone other than the Client and the Service Provider, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Service Provider. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of Services by Service Provider, without the written consent of the Service Provider.
- **5.2** This Proposal/Agreement is open for acceptance by client for a period of 30 days, after which it will be withdrawn by **ECOTECH Environmental, LLC**. and may be subject to renegotiation.
- **5.3** If this Proposal/Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign the enclosed copy of this agreement in the space provided and return it to **ECOTECH Environmental**, **LLC**., as authorization to proceed with the work.

#### **5.4** Client Authorization

I HEREBY AUTHORIZE the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the attached **ECOTECH Environmental**, **LLC**. Business Terms and Conditions. I also acknowledge that I have read, understand, and agree to the **ECOTECH Environmental**, **LLC**. Business Terms and Conditions attached hereto and made a part of this Agreement. I warrant and represent that I am authorized to enter into this Agreement on behalf of

#### 6.0 Remuneration

Services rendered as per the above Section 1.0 Scope of Work will be accomplished on a fixed fee basis. All invoices for services provided shall be payable upon receipt. Invoices unpaid after 30 days of submittal will be charged a nominal 1.5 percent fee monthly until paid in full. ECOTECH reserves the right to stop work on any project that remains unpaid over 30 days. If collection efforts are required, client agrees to pay reasonable attorney's fees and court costs.

#### 7.0 Notices

Any and all written notices between the parties will be sent to the following addresses:

ECOTECH Environmental, LLC	Client
PO Box 1541	
Bowling Green, FL 33834	

Proposal of Services and Fees Waterford Estates Tracts TF-1, TF-2, and TC-6 (the FPL Easement Area)) March 17, 2025 Page 4

#### 8.0 Venue

This Agreement shall be governed by and construed and enforced in accordance with the substantive laws, not the conflicts laws or choice of law rules, of the state of Florida. Venue for any litigation with respect to this Agreement shall be in Hardee County, Florida.

THE CLIENT'S SIGNATURE HEREON SHALL CONSTITUTE ECOTECH ENVIRONMENTAL, LLC'S AUTHORITY TO PROCEED WITH THE WORK OUTLINED ABOVE.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO EACH OF THE ABOVE TERMS AND CONDITIONS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

Client
Du
Ву
Title
Date

https://netorg5147821-my.sharepoint.com/personal/dbek\_ecotechenviro\_net/Documents/Desktop/EcoTech proposals/2025/March/Waterford Tracts 1-6 Clearing 031725.doc



# SECTION ii





#### **Customer:**

Patrick Burgess Waterford Estates Community Development District 5385 N. Nob Hill Road Sunrise, FL 33351

#### **Property:**

PO#

Waterford Estates CDD Waterford Parkway Punta Gorda, FL 33950

### **Vegetation Removal TF-2 & TC-6 TF-1**

#### **Services Billed Upon Completion**

Description of Services	Number of Occ.	Cost per Occ.	Annual Cost
Vegetation Removal TF-2 & TC-6		\$4,040.02	\$4,040.02
Vegetation Removal TF-1		\$3,610.02	\$3,610.02

#### **Services**

#### **Vegetation Removal TF-2 & TC-6**

## Scope of Work: Brush Hogging & Vegetation Management

Parcel IDs: 4123084428001 & 412308428002

#### 1. Brush Hogging

- Complete brush hogging of all accessible areas within both parcels.
- All downed trees within parcel boundaries will be surface cut and removed from the site.
- Stumps will be left in place; stump grinding or removal is not included in this scope.

#### 2. Brazilian Pepper Tree Removal

- A total of eight (8) large Brazilian Pepper trees will be fully removed, including root systems (pulled out).
- Triclopyr herbicide will be applied to each removal site to inhibit regrowth.
- Any additional Brazilian Pepper trees identified during work, but not noted in the initial

#### 3. Sabal Palm Trimming

- Thirteen (13) Sabal Palms will be trimmed using the "hurricane cut" method removing all dead fronds and growth up to the canopy for a clean, storm-ready profile.
- Palms to be trimmed are located in zones TC-2 and the upper portion of TF-2 (refer to attached layout).
- The lower portion of TF-2 is currently inaccessible. Upon completion of brush hogging, this area will be re-evaluated to provide an accurate palm count and corresponding estimate.
- All Palm debris will be removed and disposed of offsite.

#### **Vegetation Removal TF-1**

## Scope of Work: Brush Hogging & Vegetation Management

Parcel ID: 412308283001

#### 1. Brush Hogging

- Perform complete brush hogging of all accessible areas within the parcel.
- Vegetation will be cut to ground level, leaving a manageable and cleared surface.

#### 2. Brazilian Pepper Tree Removal

- Remove a total of ten (10) large Brazilian Pepper trees, including full extraction of root systems (pulled out).
- Apply Triclopyr herbicide to each removal site to prevent regrowth.
- Any additional Brazilian Pepper trees discovered during the course of work that were not identified in the initial walkthrough will be removed at no additional cost.

#### 3. Sabal Palm Trimming

• Trim fifteen (15) Sabal Palms using the "hurricane cut" method — clearing all dead or excess fronds up to the canopy for improved health and storm readiness.

•	Trimming will take place in zone TF-1.
•	All palm debris will be collected and removed from the site for proper offsite disposal.

<b>-</b>		40-	1	
Pal	/men	T SC	ner	 а
				•

Schedule	Price	Sales Tax	Total Price
	\$0.00		
	\$0.00		
	\$0.00	\$0.00	\$0.00

#### **Terms & Conditions**

- 1. It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a professional manner in accordance with generally accepted horticulture principles.
- 2. Florida Landscape Management Companies, Inc. dba Premier Landscape Management (the "Contractor") shall furnish, upon request, evidence of general liability insurance in the amount of \$ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.
- 3. The *Contractor* shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.
- 4. It is expressly understood that the Contractor shall assume no responsibility nor liability for personal injury or property damage resulting from an accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and all other paved or grassy surfaces between scheduled visits by maintenance crews. Further, the Contractor shall not be liable for any consequential or incidental damages which may be sustained by the owner arising out of or from the Contractor's services.
- 5. The Contractor shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the Contractor in a timely manner and the Contractor shall be provided an opportunity to inspect and, if possible, repair the damage.
- 6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.
- 7. All amounts billed by the *Contractor* shall be payable on receipt and shall accrue interest at the rate of eighteen percent (18%) per annum beginning fifteen (15) days FROM THE DATE ON THE BILL FOR SERVICE. All sums due the *Contractor* shall be due and payable in Charlotte County Florida at its address set forth below.
- 8. Attorneys' Fees and Costs. In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.
- 9. Recoverable Costs. The reasonable costs that the Contractor shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.
- 10. Service agreements shall remain in-effect for Two Years, (24-months).
- 11. THESE GENERAL CONDITIONS SHALL BE INCORPORATED BY REFERENCE INTO ANY INVOICE FOR SERVICES SUBMITTED BY THE **CONTRACTOR**.
- 12. This agreement shall be cancelable for cause. In the event contractor becomes deficient in Service's based on acceptable industry standards and this agreement. Client agrees to notify contractor in writing by certified mail, this agreement shall be terminated thirty (30) days from that date.
- 13. Client Agrees to reimburse *Contractor* for services provided during the contract period and **not** fully paid for with the monthly installment plan.
- 14. The *Contractor* is not responsible for unmarked utilities of any kind.
- 15. The Contractor installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The Contractor does not warranty transplanted material.
- 16. If required, homeowners must provide the *Contractor* written approval from their association and or local city/municipality before any work is to begin.
- 17. Tree Removal: Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, <a href="https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit">https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit</a>. For Charlotte County, <a href="https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf">https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf</a>. For Sarasota County,

https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000. For the City of North Port, https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000. For Lee County, https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf.

18. Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.

Ву	45	Ву		
	Jordon Babbie			
Date	7/2/2025	Date		
	Premier Landscape		Waterford Estates CDD	





## **SECTION 4**



### Proposal #5207

Date: 6/30/2025

PO#

#### **Customer:**

Waterford Estates CDD Waterford Parkway Punta Gorda, FL 33950

#### **Property:**

Waterford Estates CDD Waterford Parkway Punta Gorda, FL 33950

### **Tree Removal Project**

#### **Services Billed Upon Completion**

Description of Services	Cost per Occ.
Tree Removal	\$13,919.50
Irrigation Repairs	\$1,068.92
Total	\$14,988.42

#### **Services**

#### Tree Removal

#### Scope of Work: Removal and Disposal of Trees and Stumps

Remove and dispose of 25 Live Oak trees and 4 Royal Poinciana trees, including the complete removal of all stumps. After the tree removal process is complete, the affected areas shall be restored with topsoil and Bahia sod to ensure proper site rehabilitation. All debris shall be removed and disposed of offsite in compliance with local waste management guidelines. All Trees to be removed are marked with red paint.

#### **Irrigation Repairs**

#### Scope of Work: Irrigation System Upgrade

The existing oak tree bubblers are to be removed and replaced with new 6-inch Hunter Pro Pop-up sprinklers equipped with side strip nozzles. This upgrade will ensure that the newly installed turf receives adequate irrigation coverage for optimal growth and health.

#### **Terms & Conditions**

- 1. It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a professional manner in accordance with generally accepted horticulture principles.
- 2. Florida Landscape Management Companies, Inc. dba Premier Landscape Management (the "Contractor") shall furnish, upon request, evidence of general liability insurance in the amount of \$ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.
- 3. The *Contractor* shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.
- 4. It is expressly understood that the Contractor shall assume no responsibility nor liability for personal injury or property damage resulting from an accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and all other paved or grassy surfaces between scheduled visits by maintenance crews. Further, the Contractor shall not be liable for any consequential or incidental damages which may be sustained by the owner arising out of or from the Contractor's services.
- 5. The Contractor shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the Contractor in a timely manner and the Contractor shall be provided an opportunity to inspect and, if possible, repair the damage.
- 6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.
- 7. All amounts billed by the *Contractor* shall be payable on receipt and shall accrue interest at the rate of eighteen percent (18%) per annum beginning fifteen (15) days FROM THE DATE ON THE BILL FOR SERVICE. All sums due the *Contractor* shall be due and payable in Charlotte County Florida at its address set forth below.
- 8. Attorneys' Fees and Costs. In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.
- 9. Recoverable Costs. The reasonable costs that the Contractor shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.
- 10. Service agreements shall remain in-effect for Two Years, (24-months).
- 11. THESE GENERAL CONDITIONS SHALL BE INCORPORATED BY REFERENCE INTO ANY INVOICE FOR SERVICES SUBMITTED BY THE **CONTRACTOR**.
- 12. This agreement shall be cancelable for cause. In the event contractor becomes deficient in Service's based on acceptable industry standards and this agreement. Client agrees to notify contractor in writing by certified mail, this agreement shall be terminated thirty (30) days from that date.
- 13. Client Agrees to reimburse *Contractor* for services provided during the contract period and **not** fully paid for with the monthly installment plan.
- 14. The *Contractor* is not responsible for unmarked utilities of any kind.
- 15. The Contractor installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The Contractor does not warranty transplanted material.
- 16. If required, homeowners must provide the **Contractor** written approval from their association and or local city/municipality before any work is to begin.
- 17. Tree Removal: Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, <a href="https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit">https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit</a>. For Charlotte County, <a href="https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf">https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf</a>. For Sarasota County,

https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000. For the City of North Port, https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000. For Lee County, https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf.

18. Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.

Ву	45	Ву		
	Jordon Babbie			
Date	6/30/2025	Date		
	Premier Landscape		Waterford Estates CDD	_

## **SECTION 5**



Proposal #5214

Date: 7/2/2025 PO #

**Customer:** 

Waterford Estates CDD Waterford Parkway Punta Gorda, FL 33950

#### **Property:**

Waterford Estates CDD Waterford Parkway Punta Gorda, FL 33950

### **Australian Pine Removal Project**

#### **Services Billed Upon Completion**

Description of Services	Cost per Occ.
25316 East Lennox (A)	\$4,524.43
25332 East Lennox (A)	\$6,076.64
25348 East Lennox (B)	\$1,737.21
25356 East Lennox (A)	\$966.12
7580 Mikasa (A)	\$5,470.02
25364 East Lennox (B)	\$1,551.12
Brazilian Pepper Removal 25360- 25300 East Lennox (B)	\$7,434.43
Total	\$27,759.97

#### **Services**

#### 25316 East Lennox (A)

#### **Australian Pine Tree Removal – Behind Designated Home**

- Remove all Australian Pine trees located behind the designated residential property.
- A 60-foot tracked lift will be utilized to safely drop the trees in sections, minimizing the risk of damage to nearby structures or property.
- Portions of this area include homeowner-installed landscaping located on CDD-owned property. While best efforts and precautions will be taken to avoid disturbing these plants, some incidental damage may occur during the tree removal process.
- All tree debris will be removed and disposed of offsite.

#### 25332 East Lennox (A)

## Australian Pine Tree Removal – Behind Designated Home

- Remove all Australian Pine trees located behind the designated residential property.
- A 60-foot tracked lift will be utilized to safely drop the trees in sections, minimizing the

- risk of damage to nearby structures or property.
- Portions of this area include homeowner-installed landscaping located on CDD-owned property. While best efforts and precautions will be taken to avoid disturbing these plants, some incidental damage may occur during the tree removal process.
- All tree debris will be removed and disposed of offsite.

#### 25348 East Lennox (B)

#### Australian Pine Tree Removal – Behind Designated Home

- Remove all Australian Pine trees located behind the designated residential property.
- A 60-foot tracked lift will be utilized to safely drop the trees in sections, minimizing the risk of damage to nearby structures or property.
- Portions of this area include homeowner-installed landscaping located on CDD-owned property. While best efforts and precautions will be taken to avoid disturbing these plants, some incidental damage may occur during the tree removal process.
- All tree debris will be removed and disposed of offsite.

#### 25356 East Lennox (A)

#### Australian Pine Tree Removal – Behind Designated Home

- Remove all Australian Pine trees located behind the designated residential property.
- A 60-foot tracked lift will be utilized to safely drop the trees in sections, minimizing the risk of damage to nearby structures or property.
- Portions of this area include homeowner-installed landscaping located on CDD-owned property. While best efforts and precautions will be taken to avoid disturbing these plants, some incidental damage may occur during the tree removal process.
- All tree debris will be removed and disposed of offsite.

#### 7580 Mikasa (A)

### Australian Pine Tree Removal – Behind Designated Home

- Remove all Australian Pine trees located behind the designated residential property.
- A 60-foot tracked lift will be utilized to safely drop the trees in sections, minimizing the risk of damage to nearby structures or property.
- Portions of this area include homeowner-installed landscaping located on CDD-owned property. While best efforts and precautions will be taken to avoid disturbing these plants, some incidental damage may occur during the tree removal process.
- All tree debris will be removed and disposed of offsite.

#### 25364 East Lennox (B)

### Australian Pine Tree Removal – Behind Designated Home

- Remove all Australian Pine trees located behind the designated residential property.
- A 60-foot tracked lift will be utilized to safely drop the trees in sections, minimizing the risk of damage to nearby structures or property.

- Portions of this area include homeowner-installed landscaping located on CDD-owned property. While best efforts and precautions will be taken to avoid disturbing these plants, some incidental damage may occur during the tree removal process.
- All tree debris will be removed and disposed of offsite.

## Brazilian Pepper Removal 25360- 25300 East Lennox (B) Scope of Work

#### **Brazilian Pepper Tree Vegetation Removal (B)**

- Remove all Brazilian Pepper trees and invasive vegetation along the designated stretch between 25360 East Lennox and 25300 East Lennox.
- Due to significant amounts of old debris scattered throughout the property, each Brazilian Pepper clump will be hand-cut to ensure safe and complete removal.
- All stumps will be treated with Triclopyr herbicide immediately after cutting to prevent any regrowth.
- All removed vegetation will be loaded and hauled offsite for proper disposal.
- Work will be completed with care to avoid disturbance to desirable native vegetation where possible.

#### **Terms & Conditions**

- It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a
  routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a
  professional manner in accordance with generally accepted horticulture principles.
- 2. Florida Landscape Management Companies, Inc. dba Premier Landscape Management (the "Contractor") shall furnish, upon request, evidence of general liability insurance in the amount of \$ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.
- 3. The *Contractor* shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.
- 4. It is expressly understood that the Contractor shall assume no responsibility nor liability for personal injury or property damage resulting from an accumulation of water, falling limbs, leaves or other debris on walkways, sidewalks, curbs and all other paved or grassy surfaces between scheduled visits by maintenance crews. Further, the Contractor shall not be liable for any consequential or incidental damages which may be sustained by the owner arising out of or from the Contractor's services.
- 5. The Contractor shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the Contractor in a timely manner and the Contractor shall be provided an opportunity to inspect and, if possible, repair the damage.
- 6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.
- 7. All amounts billed by the *Contractor* shall be payable on receipt and shall accrue interest at the rate of eighteen percent (18%) per annum beginning fifteen (15) days FROM THE DATE ON THE BILL FOR SERVICE. All sums due the *Contractor* shall be due and payable in Charlotte County Florida at its address set forth below.
- 8. Attorneys' Fees and Costs. In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.
- 9. Recoverable Costs. The reasonable costs that the Contractor shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.
- 10. Service agreements shall remain in-effect for Two Years, (24-months).
- 11. THESE GENERAL CONDITIONS SHALL BE INCORPORATED BY REFERENCE INTO ANY INVOICE FOR SERVICES SUBMITTED BY THE **CONTRACTOR**.
- 12. This agreement shall be cancelable for cause. In the event contractor becomes deficient in Service's based on acceptable industry standards and this agreement. Client agrees to notify contractor in writing by certified mail, this agreement shall be terminated thirty (30) days from that date.
- 13. Client Agrees to reimburse *Contractor* for services provided during the contract period and **not** fully paid for with the monthly installment plan.
- 14. The *Contractor* is not responsible for unmarked utilities of any kind.
- 15. The Contractor installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The Contractor does not warranty transplanted material.
- 16. If required, homeowners must provide the *Contractor* written approval from their association and or local city/municipality before any work is to begin.
- 17. Tree Removal: Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, <a href="https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit">https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit</a>. For Charlotte County, <a href="https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf">https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf</a>. For Sarasota County,

https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000. For the City of North Port, https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000. For Lee County, https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf.

18. Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.

Ву	45	Ву		
	Jordon Babbie			
Date	7/2/2025	Date		
	Premier Landscape Management	•	Waterford Estates CDD	











# **SECTION 6**



### Proposal #5234

Date: 7/2/2025

PO#

#### **Customer:**

Patrick Burgess Waterford Estates Community **Development District** 5385 N. Nob Hill Road Sunrise, FL 33351

#### **Property:**

Waterford Estates CDD Waterford Parkway Punta Gorda, FL 33950

### **Tree Debris Removal Airport Rd**

#### **Services Billed Upon Completion**

	Description of Services	Number of Occ.	Cost per Occ.	Annual Cost
Tree Removal			\$51.71	\$51.71

#### **Services**

#### **Tree Removal**

Removal of the portion of tree that came down in windstorm on Airport Rd.

Page

#### **Terms & Conditions**

- 1. It is agreed by both parties that all work performed under the terms of this service agreement shall be performed on a routine schedule sensitive to the overall needs of the property. It is further understood that all work shall be performed in a professional manner in accordance with generally accepted horticulture principles.
- 2. Florida Landscape Management Companies, Inc. dba Premier Landscape Management (the "Contractor") shall furnish, upon request, evidence of general liability insurance in the amount of \$ 2,000,000, property damage insurance and Workman's Compensation insurance. The contractor shall maintain all licenses and permits pursuant to requirements established by applicable governing authorities.
- 3. The *Contractor* shall comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of 9-24-65, the Americans with Disabilities Act and all other equal opportunity employment legislation.
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- 5. The Contractor shall reimburse Owner for damages to personal or real property occurring as a direct result of negligent contractor activity. Reimbursement shall occur only if the Owner had previously taken the necessary steps to reasonably protect such damage. Notification of damage must be made to the Contractor in a timely manner and the Contractor shall be provided an opportunity to inspect and, if possible, repair the damage.
- 6. This agreement may be cancelled by either party by giving no less than thirty (30) days prior written notice. If notice is not given thirty (30) days prior to the first of the month contractor shall be entitled to the total monthly installment.
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- 8. Attorneys' Fees and Costs. In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement, or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees costs due to it.
- 9. Recoverable Costs. The reasonable costs that the Contractor shall be entitled to recover pursuant to this Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder. Such recoverable costs shall specifically include, but not be limited to, 1) costs of investigation; 2) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; 3) costs for electronic discovery; 4) Westlaw, Lexis Nexis, or other electronic research service charges; 5) telephone charges; 6) mailing, commercial delivery service, and courier charges; 7) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; 8) information technology support charges; 9) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; court reporter and transcript fees, whether for deposition, trial, or an evidentiary or non- evidentiary hearing; 11) mediator fees; and 12) any other reasonable cost incurred in connection with the dispute.
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- 13. Client Agrees to reimburse *Contractor* for services provided during the contract period and **not** fully paid for with the monthly installment plan.
- 14. The *Contractor* is not responsible for unmarked utilities of any kind.
- 15. The Contractor installed plant material, workmanship and hardscapes are guaranteed for 60 days. Palms & trees are guaranteed for 180 days. All guarantees/warranties are void if not properly cared for, irrigated, or damaged by weather, vandalism, or acts of God. The Contractor does not warranty transplanted material.
- 16. If required, homeowners must provide the **Contractor** written approval from their association and or local city/municipality before any work is to begin.
- 17. Tree Removal: Homeowner/association must apply for and post any required permits from the requiring municipalities. For the City of Punta Gorda, <a href="https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit">https://www.ci.punta-gorda.fl.us/i-want-to/apply-for/tree-removal-permit</a>. For Charlotte County, <a href="https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf">https://www.charlottecountyfl.gov/core/fileparse.php/363/urlt/Tree-Permit-Application.pdf</a>. For Sarasota County,

https://www.scgov.net/home/showpublisheddocument/34284/636843751802330000. For the City of North Port, https://www.northportfl.gov/home/showpublisheddocument/25208/637963240765900000. For Lee County, https://www.leegov.com/dcd/Documents/ES/Apps/VEG.pdf.

18. Construction/Project Payment Terms: A deposit may be required. Payment is required upon completion of project.

Ву	45	Ву		
	Jordon Babbie			
Date	7/2/2025	Date		
	Premier Landscape		Waterford Estates CDD	

Page

# **SECTION VI**

# **SECTION A**

#### COMMUNITY DEVELOPMENT DISTRICT

### Check Register

Date	Check Numbers	Amount
04/29/25	1155	\$23,743.91
05/07/25	1156-1161	\$20,499.05
05/20/25	1162-1165	\$10,474.51
06/10/25	1166-1170	\$16,331.08
06/17/25	1171-1172	\$4,405.97
	TOTAL	\$75,454.52

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/23/25 PAGE 1 WATERFORD ESTATE-GENERAL FUND BANK A GENERAL FUND

	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
4/29/25 00054	2/11/25 02112024 202502 320-53800-	49100	*	23,743.91	
	REIMB FOR LANDSCAPE 02/25	WATERFORD ESTATES COMMUNITY			23,743.91 001155
5/07/25 00034	4/24/25 4187 202504 320-53800-			850.00	
	LAKE MAINT 04/25	ECOTECH ENVIRONMENTAL LLC			850.00 001156
5/07/25 00003	4/22/25 88386743 202504 310-51300-	42000	*	20.14	
	DELIVERY THRU 04/10/25	FEDEX			20.14 001157
5/07/25 00001	5/01/25 255 202505 320-53800-	47000	*	2,000.00	
	FIELD SVCS 05/25 5/01/25 255 202505 310-51300-	42000	*	3.45	
	POSTAGE & DELIVERY 05/25	GOVERNMENTAL MANAGEMENT SERVICES			2,003.45 001158
5/07/25 00058	5/01/25 4 202505 310-51300-		*	3,536.33	
	MGMT FEES 05/25 5/01/25 4 202505 310-51300-		*	83.33	
	WEBSITE MAINT 05/25 5/01/25 4 202505 310-51300-		*	83.33	
	INFO TECH 05/25 5/01/25 4 202505 310-51300-	31300	*	333.33	
	DISSEMINATION AGENT SVCS 5/01/25 4 202505 310-51300-	42500	*	5.10	
	PRINTING 05/25	GOVERNMENTAL MANAGEMENT SERVICES			4,041.42 001159
5/07/25 00055	4/01/25 4865 202504 320-53800-	46002	*	6,792.02	
	SVCS/MAINT AGREE 04/25	PREMIER LANDSCAPE MANAGEMENT			6,792.02 001160
5/07/25 00055	5/01/25 5537 202505 320-53800-	46002	*	6,792.02	
	05/25 SVCS	PREMIER LANDSCAPE MANAGEMENT			6,792.02 001161
5/20/25 00008	5/06/25 8395 202504 310-51300-	31100	*	5,440.00	
	SVCS 04/25	ALVAREZ ENGINEERS, INC.			5,440.00 001162
5/20/25 00005	4/30/25 193105 202504 310-51300-		*		
	SVCS 04/25	BILLING COCHRAN LYLES MAURO &			1,842.50 001163

WATE WATERFORD ESTS JWASSERMAN

#### YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/23/25 PAGE 2 WATERFORD ESTATE-GENERAL FUND BANK A GENERAL FUND

CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#		STATUS	AMOUNT	CHECK AMOUNT #
5/20/25 00003	5/13/25 88598147 202504 310-51300-	42000	*	51.04	
	DELIVERY THRU 04/30/25	FEDEX			51.04 001164
5/20/25 00033	5/09/25 55463-04 202504 320-53800-	43000	*	3,140.97	
	SVCS 04/25	FPL (AUTO PAY)			3,140.97 001165
6/10/25 00034	5/29/25 4210 202505 320-53800-	46000	*	675.00	
	SWALE MAINT SOUTH 05/25 5/29/25 4210 202505 320-53800-	46801	*	1,625.00	
	MITIGATION AREA MAINT 5/29/25 4210 202505 320-53800-	46000	*	975.00	
	SWALE MAINTNORTH 05/25	ECOTECH ENVIRONMENTAL LLC			3,275.00 001166
6/10/25 00003	5/20/25 88677329 202505 310-51300-		*	20.09	
	DELIVERY THRU 05/09/25	FEDEX			20.09 001167
6/10/25 00001	6/01/25 256 202506 320-53800-	FEDEX 	*	2,000.00	
	FIELD SVCS 06/25 6/01/25 256 202506 310-51300-		*	6.84	
	POSTAGE&DELIVERY 06/25	GOVERNMENTAL MANAGEMENT SERVICES	<b>,</b>		2,006.84 001168
6/10/25 00058	6/05/25 5 202506 310-51300-		*	3,536.33	
0/10/25 00056	MGMT FEE 06/25				
	6/05/25 5 202506 310-51300- WEBSITE ADMIN 06/25		*	83.33	
	6/05/25 5 202506 310-51300- INFORMATION TECH 06/25	35100	*	83.33	
	6/05/25 5 202506 310-51300-	31300	*	333.33	
	DISSEMINATION AGENT SVCS	GOVERNMENTAL MANAGEMENT SERVICES	}		4,036.32 001169
6/10/25 00055	5/28/25 6241 202505 320-53800-	 35000	*	200.81	
	SVCS 05/25 STUCK VALVE 6/01/25 6172 202506 320-53800-	46002	*	6,792.02	
	SVCS AGREE/MAINT 06/25	PREMIER LANDSCAPE MANAGEMENT			6,992.83 001170
6/17/25 00005	5/31/25 193480 202505 310-51300-	 31500	*	1,265.00	
	SVCS 05/25	BILLING COCHRAN LYLES MAURO &			1,265.00 001171

WATE WATERFORD ESTS JWASSERMAN

## AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 6/23/25 PAGE 3 \*\*\* CHECK NOS. 001155-001172 WATERFORD ESTATE-GENERAL FIND

BANK A GENERAL FUND

CHECK VEND# ....INVOICE..... ...EXPENSED TO.... VEXPENSED TO... VEXPENSED TO.. VENDOR NAME STATUS AMOUNT ....CHECK.... AMOUNT # \* 3,140.97 6/17/25 00033 6/10/25 55463-05 202505 320-53800-43000 SVCS 05/25 FPL (AUTO PAY) 3,140.97 001172

> TOTAL FOR BANK A 75,454.52

TOTAL FOR REGISTER 75,454.52

WATE WATERFORD ESTS JWASSERMAN

# **SECTION B**

Community Development District

Unaudited Financial Reporting May 31, 2025



## **Table of Contents**

1	Balance Sheet
2	General Fund
3	Debt Service Fund Series 2006A
4	Month to Month
5	Long Term Debt Report
6	Assessment Receipt Schedule

#### **Community Development District**

Balance Sheet May 31, 2025

	General Fund	D	ebt Service Fund	Gove	Totals ernmental Funds
Operating Account	\$ 35,077	\$	-	\$	35,077
Due from General Fund	-		22,094		22,094
Investments:					
State Board of Administration	157,806		-		157,806
Series 2006A					
Reserve A	-		385,988		385,988
Revenue A	-		190,346		190,346
Prepayment A	-		3		3
Deposits	2,715		-		2,715
Total Assets	\$ 195,598	\$	598,430	\$	794,028
Liabilities:					
Accounts Payable	\$ 7,902	\$	-	\$	7,902
Due to Debt Service	22,094		-		22,094
Total Liabilities	\$ 29,996	\$	-	\$	29,996
Fund Balance:					
Nonspendable:					
Deposits	\$ 2,715	\$	-	\$	2,715
Restricted for:					
Debt Service	-		598,430		598,430
Unassigned	162,887		-		162,887
Total Fund Balances	\$ 165,602	\$	598,430	\$	764,032
Total Liabilities & Fund Balance	\$ 195,598	\$	598,430	\$	794,028

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended May 31, 2025

		Adopted		rated Budget		Actual		
		Budget	Throu	igh 05/31/25	Throu	igh 05/31/25		Variance
Revenues:								
Special Assessments - On Roll	\$	243,637	\$	243,637	\$	242,461	\$	(1,176)
Interest Income		4,000		2,667		5,389		2,722
Unassigned Fund Balance		65,738		-		-		-
Total Revenues	\$	313,375	\$	246,304	\$	247,849	\$	1,546
Expenditures:								
General and Administrative:								
Engineering	\$	14,000	\$	9,333	\$	6,494	\$	2,839
Attorney		24,000		16,000		14,108		1,893
Annual Audit		3,800		2,533		3,800		(1,267)
Arbitrage Rebate		600		400		-		400
Dissemination Agent		4,000		2,667		6,667		(4,000)
Assessment Roll Administration		5,000		5,000		5,000		_
Trustee Fees		4,100		4,100		4,246		(146)
Management Fees		42,436		28,291		28,291		0
Information Technology		1,000		667		667		0
Website Maintenance		1,000		667		667		0
Postage and Delivery		500		333		270		64
Insurance General Liability		7,877		7,877		7,448		429
Printing and Binding		1,000		667		46		621
Legal Advertising		750		500		-		500
Other Current Charges		250		167		185		(19)
Office Supplies		200		133		103		133
Dues, Licenses and Subscriptions		175		175		175		-
Total General and Administrative	\$	110,688	\$	79,509	\$	78,062	\$	1,447
Operations and Maintenance								
Electric (for Streetlights)	\$	37,000	\$	24,667	\$	24,893	\$	(226)
Grounds Maintenance	Ψ	26,000	Ψ	17,333	Φ	35,730	Ψ	
								(18,397)
Conveyance Ditch Lake Maintenance		7,600		5,067		4,950		117
		10,200		6,800		5,950		850
Mitigation Monitoring		6,500		4,333		4,875		(542)
Exotic Removal / Landscape Replacement		7,584		7,584		32,980		(25,396)
Lake Bank Restoration / Trimming		26,802		17,868		-		17,868
Palm and Tree Trimming		6,836		4,557		-		4,557
Shrub and Bush Trimming		22,880		15,253		-		15,253
Field Management		24,000		16,000		16,000		-
1st Quarter Operating / Contingency		27,285		24,325		24,325		-
Total Operations and Maintenance	\$	202,687	\$	143,788	\$	149,904	\$	(6,116)
Total Expenditures	\$	313,375	\$	223,297	\$	227,966	\$	(4,669)
Excess (Deficiency) of Revenues over Expenditures	\$	(0)	\$	23,006	\$	19,883	\$	(3,123)
Net Change in Fund Balance					\$	19,883		
Fund Balance - Beginning					\$	145,719		
Fund Balance - Ending					\$	165,602		

#### **Community Development District**

#### **Debt Service Fund Series 2006A**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ended May 31, 2025

	Adopted	Pror	ated Budget		Actual		
	Budget	Throu	gh 05/31/25	Throu	ıgh 05/31/25	1	ariance
Revenues:							
Special Assessments - Tax Roll	\$ 386,025	\$	386,025	\$	384,162	\$	(1,863)
Interest Income	200		133		18,573		18,439
Total Revenues	\$ 386,225	\$	386,158	\$	402,735	\$	16,577
Expenditures:							
Interest - 11/1	\$ 98,175	\$	98,175	\$	98,175	\$	-
Interest - 5/1	98,175		98,175		98,175		-
Principal - 5/1	195,000		195,000		195,000		-
Total Expenditures	\$ 391,350	\$	391,350	\$	391,350	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ (5,125)	\$	(5,192)	\$	11,385	\$	16,577
Net Change in Fund Balance	\$ (5,125)	\$	(5,192)	\$	11,385	\$	16,577
Fund Balance - Beginning				\$	587,045		
Fund Balance - Ending				\$	598,430		

#### **Community Development District**

Month to Month

		Oct		Nov		Dec		Jan		Feb	March	April		May		Jun	e	Jul	y	Aug	3	Sept	Total
Revenues:																							
Special Assessments - On Roll	\$	-	\$	12,295	\$ 19	1,203	\$	18,502	\$	4,142	\$ 2,374	\$ 13,051	\$	893	\$	-	\$	-	\$	-	\$	-	\$ 242,461
Interest Income		417		392		598		1,297		696	769	621		598		-		-		-		-	5,389
Total Revenues	\$	417	\$	12,686	\$ 19	1,801	\$	19,800	\$	4,838	\$ 3,143	\$ 13,673	\$	1,492	\$		\$		\$	-	\$	-	\$ 247,849
Expenditures:																							
General and Administrative:																							
Engineering	\$	925	\$	-	\$	-	\$	-	\$	129	\$ -	\$ 5,440	\$	-	\$	-	\$	-	\$	-	\$	-	\$ 6,494
Attorney		1,458		1,293		2,420		2,035		1,623	2,173	1,843		1,265		-		-		-		-	14,108
Annual Audit		-		-		-		-		3,800	-	-		-		-		-		-		-	3,800
Arbitrage Rebate		-		-		-		-		-	-	-		-		-		-				-	
Dissemination Agent		333		4,333		333		333		333	333	333		333		-		-				-	6,667
Assessment Roll Administration		5,000						-		-	-	-		-		-		-		-			5,000
Trustee Fees		4,246		_		_		_		_	_	_		_		_		_				_	4,246
Management Fees		3,536		3,536		3,536		3,536		3,536	3,536	3,536		3.536		_						_	28,291
Information Technology		83		83		83		83		83	83	83		83									667
Website Maintenance		83		83		83		83		83	83	83		83									667
Postage and Delivery		3		3		74		31		24	39	73		24									270
Insurance General Liability		7,448		3		74		31		24	37	/3		24		_		-		-		-	7,448
-		15		-		13		3		-	10	- 0		- 5		-		-					
Printing and Binding								3		-	10	U				-		-		-		-	46
Legal Advertising						-		-		-	-	-				-		-		-		-	
Other Current Charges		8		42		64		-		-	-	-		71		-		-		-		-	185
Office Supplies		-		-		-		-		-	-	-		-		-		-		-		-	
Dues, Licenses and Subscriptions		175		-		-		-		-	-	-		-		-		-		-		-	175
Total General & Administrative	\$	23,314	\$	9,374	\$	6,607	\$	6,105	\$	9,612	\$ 6,257	\$ 11,392	\$	5,401	\$	-	\$		- \$	-	\$	-	\$ 78,062
Operations & Maintenance																							
Operations and Maintenance																							
Electric (for Streetlights)	\$	3,032	\$	3,032	\$	3,125	\$	3,141	\$	3,141	\$ 3,141	\$ 3,141	\$	3,141	\$	-	\$	-	\$	-	\$	-	\$ 24,893
Grounds Maintenance		-		1,180		590		6,792		6,792	6,792	6,792		6,792		-		-				-	35,730
Irrigation Maintenance		-		-		-		-		201	-	-		-		-		-				-	201
Conveyance Ditch		-		1,650		-		-		1,650	-	-		1,650		-		-				-	4,950
Lake Maintenance		850		850		850		850		850	850	850				-						-	5,950
Mitigation Monitoring		-		1,625				-		1,625	-	-		1,625		-							4,875
Exotic Removal / Landscape Replacement		-		-				16,085		-	16,805	90		-		-							32,980
Field Management		2,000		2,000		2,000		2,000		2,000	2,000	2,000		2,000		-						-	16,000
1st Quarter Operating / Contingency		575		6		-		-		23,744	2,000			-		_		_					24,325
1st quarter operating / contangency		373		0						23,7 11													21,323
Subtotal Field Expenditures	\$	6,457	\$	10,343	\$	6,565	\$	28,868	\$	40,003	\$ 29,588	\$ 12,873	\$	15,208	\$	-	\$		- \$	-	\$	-	\$ 149,904
Total Operations & Maintenance	\$	6,457	\$	10,343	\$	6,565	\$	28,868	\$	40,003	\$ 29,588	\$ 12,873	\$	15,208	\$	-	\$	•	- \$	-	\$	•	\$ 149,904
Total Expenditures	\$	29,770	\$	19,717	\$ 1	3,172	\$	34,973	\$	49,615	\$ 35,845	\$ 24,265	\$	20,609	\$	-	\$		- \$	-	\$	-	\$ 227,966
Excess (Deficiency) of Revenues over Expenditures	\$	(29,354)	\$	(7,030)	\$_1.7	8,629	\$	(15,174)	\$ (	44,777)	\$ (32,703)	\$ (10,592)	\$ _	(19,117)	\$		. \$		- \$		\$		\$ 19,883
	_ ~	(27,001)	Ψ.	(7,000)	Ψ 1/	-,027	Ψ .	(20,27-1)	Ψ-(	,, , , ,	 (32,7 03)	 (20,072)	Ψ.	(-),::-	Ψ .				Ψ'		•		+ 17,000
Net Change in Fund Balance		(29,354)			_		-		-		 	 (10,592)	_		_	-	\$		- \$		\$		\$ 19,883

#### **Community Development District**

#### Long Term Debt Report

Series 2006	A, Special Assessment Bonds	
Original Amount:	\$5,900,000	
Interest Rate:	5.5%	
Maturity Date:	5/1/2037	
Bonds Outstanding - 9/30/24	\$3,	570,000
Less: Principal Payment - 5/1/25	(3	195,000)
Current Bonds Outstanding	\$3,	375,000

#### COMMUNITY DEVELOPMENT DISTRICT

#### Special Assessment Receipts - Charlotte County

Gross Assessments \$ 259,187.49 \$ 410,665.00 \$ 669,852.49

Net Assessments \$ 243,636.24 \$ 386,025.10 \$ 629,661.34

#### ON ROLL ASSESSMENTS

						Allocation in %	38.69%	61.31%	100.00%
Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	O&M Portion	Debt Service	Total
11/05/24	06/01/24-10/31/24	\$ 9,828.11	\$ 393.12	\$ 188.70	\$ -	\$ 9,246.29	\$ 3,577.69	\$ 5,668.60	\$ 9,246.29
11/14/24	10/1/24-10/31/24	6,904.00	276.16	132.56	-	6,495.28	2,513.23	3,982.05	6,495.28
11/21/24	11/1/24-11/3/24	3,379.51	135.18	64.89	-	3,179.44	1,230.23	1,949.21	3,179.44
11/27/24	11/4/24-11/10/24	13,663.00	546.52	262.33	-	12,854.15	4,973.68	7,880.47	12,854.15
12/04/24	11/11/24-11/17/24	72,608.97	2,904.36	1,394.09	-	68,310.52	26,431.54	41,878.98	68,310.52
12/12/24	11/18/24-11/24/24	75,828.65	3,033.15	1,455.91	-	71,339.59	27,603.59	43,736.01	71,339.60
12/19/24	11/25/24-11/30/24	376,808.44	15,072.34	7,234.71	-	354,501.39	137,168.00	217,333.39	354,501.39
01/09/25	12/1/24-12/31/24	49,318.30	1,479.55	956.78	-	46,881.98	18,140.15	28,741.83	46,881.98
01/16/25	INTEREST	-	-		936.15	936.15	362.23	573.92	936.15
02/06/25	1/1/25-1/31/25	11,145.78	222.92	218.45	-	10,704.42	4,141.88	6,562.53	10,704.41
03/06/25	2/1/25-2/28/25	6,323.97	63.24	125.21	-	6,135.52	2,374.03	3,761.49	6,135.52
04/10/25	3/1/25-3/31/25	24,831.26	-	496.64	-	24,334.62	9,415.85	14,918.78	24,334.63
04/17/25	INTEREST	-	-	-	115.32	115.32	44.62	70.70	115.32
04/24/25	11/1/24-3/31/25	9,469.35	-	189.39	-	9,279.96	3,590.72	5,689.25	9,279.97
05/07/25	4/1/25-4/30/25	2,355.62	-	47.11	-	2,308.51	893.24	1,415.27	2,308.51
	TOTAL	\$ 662,464.96	\$ 24,126.53	\$ 12,766.76	\$ 1,051.47	\$ 626,623.14	\$ 242,460.68	\$ 384,162.48	\$ 626,623.16

	00.000	
Percent Collected	98.90%	
Balance Remaining to Collect	7,387.53	\$