

WATERFORD LANDING

**COMMUNITY DEVELOPMENT
DISTRICT**

October 16, 2024

BOARD OF SUPERVISORS

**SPECIAL MEETING
AGENDA**

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Waterford Landing Community Development District

OFFICE OF THE DISTRICT MANAGER

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

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

October 9, 2024

Board of Supervisors
Waterford Landing Community Development District

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Waterford Landing Community Development District will hold a Special Meeting on October 16, 2024 at 11:00 a.m., at the Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Proposals for Lake Bank Restoration Project
 - A. Crocker Land Development, LLC
 - B. Seabreeze Erosion Solutions
 - C. SOLitude Lake Management, LLC
4. Discussion/Consideration of Refinancing Series 2014 Bond Issuance
5. Update: SOLitude Lake Management, LLC Lake Maintenance Inspection Report – August 2024
6. Acceptance of Unaudited Financial Statements as of August 31, 2024
7. Approval of August 22, 2024 Public Hearings and Regular Meeting Minutes
8. Staff Reports
 - A. District Counsel: *Straley Robin Vericker*
 - B. District Engineer: *Barraco and Associates, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: November 21, 2024 at 11:00 AM

○ QUORUM CHECK

SEAT 1	JOYCE L. HEIN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ROBERT E. STILLMAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	CHARLES COX	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MARCINA STRANG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	EDWARD FITZGERALD III	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

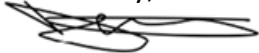
9. Supervisors' Requests

10. Public Comments

11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-909-7930.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 528 064 2804

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

3A

Crocker Land Development, LLC.
9780 Littleton Road
North Fort Myers, FL 33903

Estimate

Date 10/1/2024
Estimate # 613

Name / Address

Waterford Landing CDD
Linsford Community

P.O. #

Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
Waterford Landing Lake Bank Restoration Project *Full Lake Bank Price *Recommended project start will be the dry season when the water goes down around 10 ft or enough to run equipment down the eroded area to prevent damage to the grass of the homeowners back yards. Duration of the erosion repair will be around 6 weeks, an additional 30 days will be added in the event the watering option is added. *Provide Materials, labor, equipment and supervision to repair the eroded lake banks highlighted on the plans provided. Scope of work: Install In-haul fill dirt (maintaining a 4:1 slope), install coconut erosion mat/ pinned in place, install flortam sod on lakes 5,10 and 16. Total project 3960 L.F or \$47.52 per L.F. *Lake 5 \$40,392, Lake 10 \$59,067.36, Lake 16 \$88,719.84 *The Community is responsible for the proper watering and care of the sod after installation.		188,197.00	188,197.00
Please contact Devin Collier with any questions 239-747-3892		Subtotal	
		Sales Tax (0.0%)	
		Total	

Crocker Land Development, LLC.
kelley@crockerlanddevelopment.com

239-229-8003
239-997-5129

Crocker Land Development, LLC.
9780 Littleton Road
North Fort Myers, FL 33903

Estimate

Date 10/1/2024
Estimate # 613

Name / Address

Waterford Landing CDD
Linsford Community

P.O. #

Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
<p>*Option - Watering will be an added cost upon request of \$37,946 including all labor and equipment. CLD will hand water all new sod around each lake from Monday - Friday for a minimum of 3 days per week for three consecutive weeks. After the three week period it becomes the responsibility of the community to water & provide proper care to the newly installed sod. The three week time begins when the sod is layed down/installed. The Community agrees to utilized the irrigation system to help keep the new sod alive during and after the three week watering period. Such as: Increase watering times and duration, adjust sprinkler heads so that they cover the new sod & add additional heads if necessary, etc.</p> <p>* All required permits to be provided by owner or their engineer.</p>			
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Linsford Community

P.O. #

Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
<p>* This estimate is based on the following: Community providing Crocker Land Development (CLD) at least 2 material/equipment staging areas around each lake with access to the lake within 100' of the lake. Also, a 20' access around the lake for work, equipment/material hauling.</p> <p>* Hours of operation from 8:00 A.M. to 5:00 P.M. Monday through Friday, for deliveries, performing work, etc.</p> <p>* Community to locate and temporarily remove where possible all sprinkler heads/piping within work areas to help minimize damage to irrigation system. CLD is not responsible for any damage to the irrigation system.</p>			
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P.O. #

Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
<p>* Due to mother nature and potential infrastructure failures, CLD can not guarantee a warranty for their scope of work after project completion and acceptance that future erosion will not occur such as excessive rains, flooding, drainage problems, etc. However, we can offer an estimate to conduct an annual inspection of each lake to identify and repair any early signs of erosion to help prevent any major problems in the future.</p> <p>* Due to unusual heavy winter rains the Community agrees that if anytime during the construction phase of the lakes (from commencement to total completion of project) that heavy rains/irrigation system washes out/erodes any of the new materials installed by CLD that they would approve a change order to cover the cost of repairs on a time and material basis.</p> <p>*20% deposit required prior to work commencement. Payment draws to CLD upon completion of each lake within 15 days of invoice date.</p>			
Please contact Devin Collier with any questions 239-747-3892		Subtotal	
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Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
<p>*Estimate good for 30 days due to future unknown material price changes.</p> <p>*This estimate is based on completing all 3 lakes concurrently (as one project Phase 1).</p> <p>*The community agrees to allow CLD to utilize the Club House or pool parking lot area to stage materials, vehicles & equipment.</p> <p>Property owners approval: _____ Date: _____</p>			
Please contact Devin Collier with any questions 239-747-3892		Subtotal	\$188,197.00
		Sales Tax (0.0%)	\$0.00
		Total	\$188,197.00

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Date 10/1/2024
Estimate # 614

Name / Address

Waterford Landing CDD
Linsford Community

P.O. #

Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
Waterford Landing Lake Bank Restoration Project *Partial Lake Bank Restoration Price *Recommended project start will be the dry season when the water goes down around 10 ft or enough to run equipment down the eroded area to prevent damage to the grass of the homeowners back yards. Duration of the erosion repair will be around 6 weeks, an additional 30 days will be added in the event the watering option is added. *Provide Materials, labor, equipment and supervision to repair the eroded lake banks highlighted on the plans provided. Scope of work: Install In-haul fill dirt (maintaining a 4:1 slope), install coconut erosion mat/ pinned in place, install flortam sod on lakes 5,10 and 16. Total project 2,044 L.F. or \$69.19 per L.F. *Lake 5 \$35,840.42, Lake 10 \$48,433 , Lake 16 \$57,150.94 *The Community is responsible for the proper watering and care of the sod after installation.		141,433.00	141,433.00
Please contact Devin Collier with any questions 239-747-3892		Subtotal	
		Sales Tax (0.0%)	
		Total	

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Name / Address

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Linsford Community

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Terms

Due Date 9/27/2024

Other

Description	Qty	Rate	Total
<p>* Option - Watering will be an added cost upon request of \$37,946 including all labor and equipment. CLD will hand water all new sod around each lake from Monday - Friday for a minimum of 3 days per week for three consecutive weeks. After the three week period it becomes the responsibility of the community to water & provide proper care to the newly installed sod. The three week time begins when the sod is layed down/installed. The Community agrees to utilized the irrigation system to help keep the new sod alive during and after the three week watering period. Such as: Increase watering times and duration, adjust sprinkler heads so that they cover the new sod & add additional heads if necessary, etc.</p> <p>* All required permits to be provided by owner or their engineer.</p>			
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Description	Qty	Rate	Total
<p>* This estimate is based on the following: Community providing Crocker Land Development (CLD) at least 2 material/equipment staging areas around each lake with access to the lake within 100' of the lake. Also, a 20' access around the lake for work, equipment/material hauling.</p> <p>* Hours of operation from 8:00 A.M. to 5:00 P.M. Monday through Friday, for deliveries, performing work, etc.</p> <p>* Community to locate and temporarily remove where possible all sprinkler heads/piping within work areas to help minimize damage to irrigation system. CLD is not responsible for any damage to the irrigation system.</p>			
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Description	Qty	Rate	Total
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Please contact Devin Collier with any questions 239-747-3892		Subtotal	\$141,433.00
		Sales Tax (0.0%)	\$0.00
		Total	\$141,433.00

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Estimate

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Waterford Landing CDD
Linsford Community

P.O. #

Terms

Due Date 10/1/2024

Other

Description	Qty	Rate	Total
Waterford Landing Lake Bank Restoration Project *Private property erosion - Drainage Repair * After thoroughly inspecting lakes 5, 10 and 16 CLD has found 28 locations to be repaired. * Scope of work: Connect 4 inch ADS Pipe from homeowner down spout and bury double wall pipe(for integrity of the maintenance easement)a minimum of 12 inches deep & run to low water line of the lake in the dry season. Then Install 1 cubic yard of 6-12 inch rip rap at the end of the pipe in the lake at each location. Once completed CLD will restore everything to its original state with sod and mulch. \$1,850 Per Location * CLD is not responsible for existing landscaping such as fencing, trees, bushes or plants in the way of installing drainage. * Estimate does not include any repairs to the irrigation system if damaged during the ADS installation.		51,800.00	51,800.00
Please contact Devin Collier with any questions 239-747-3892		Subtotal	
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Terms

Due Date 10/1/2024

Other

Description	Qty	Rate	Total
<p>*The Community is responsible for the proper watering and care of the sod after installation.</p> <p>* Option - Watering will be an added cost upon request of \$6,806.00 including all labor and equipment. CLD will hand water all new sod for each repaired area from Monday - Friday for a minimum of 3 days per week for three consecutive weeks. After the three week period it becomes the responsibility of the community to water & provide proper care to the newly installed sod. The three week time begins when the sod is layed down/installed. The Community agrees to utilized the irrigation system to help keep the new sod alive during and after the three week watering period. Such as: Increase watering times and duration, adjust sprinkler heads so that they cover the new sod & add additional heads if necessary, etc.</p> <p>* All required permits to be provided by owner or their engineer.</p>			
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		Sales Tax (0.0%)	
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Description	Qty	Rate	Total
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Date 10/1/2024
Estimate # 615

Name / Address
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Linsford Community

P.O. #
Terms

Due Date 10/1/2024
Other

Description	Qty	Rate	Total
Property Management approval: _____ Date: _____			
Please contact Devin Collier with any questions 239-747-3892		Subtotal	\$51,800.00
		Sales Tax (0.0%)	\$0.00
		Total	\$51,800.00

Crocker Land Development, LLC.
kelley@crockerlanddevelopment.com

239-229-8003
239-997-5129

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

3B



Date: 9.30.24 Phone Number: (239)461-3170
Name: Waterford Landing C/O Frank Savage
Address: 3720 Tilbor Circle, Fort Myers, FL 33916
Email: franks@barraco.net

CONTRACT

Item	Quantity	Price Ea.	Total
Seabreeze Hybrid Shell System®PatPend			
-Cut a new line in the sod			
-Eliminate escarpment by building up sub-grade to proper slope			
-Install shell with rip rap toe			
-Plant 4 littoral plants per linear foot			
-LIFETIME WARRANTY on littoral plants with active maintenance contract (60 day warranty on littoral plants without maintenance contract)			
LAKE 5	518LF	\$89	\$46,102
LAKE 10	700LF	\$89	\$62,300
LAKE 16	826LF	\$89	\$73,514

LAKES TOTAL: \$181,916

French Drain 12x12" box

Price Each: \$1,500

- Install French Drain box
- Install 4" corrugated ADS drain pipe
- Repair damaged sod as needed

THIS AGREEMENT ("Agreement"), is made and entered into as of the last date shown on the below signature line by and between Seabreeze Nurseries Inc, a Florida For Profit Company ("Seabreeze"), and __ Waterford Landing_____.

WHEREAS, Owner owns certain real property shown above in the ADDRESS section ("Property")

WHEREAS, Owner desires to have those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Seabreeze desires to provide those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Contractor:_____ Owner:_____ Page 1 of 6

Definitions: The terms "We", "Us", "Contractor", and "Our" shall refer to Seabreeze Nurseries Inc, dba Seabreeze Erosion Solutions. The terms "You", "Customer", "Community", "Owner" and "Authorized representative" shall refer to Waterford Landing. The Contractor and Customer are collectively known as "Parties" and individually as "Party."

Services: You hereby retain Us to provide those services shown above in the SCOPE OF WORK section ("Services"). You warrant that You are legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the services described in this Agreement.

Equipment: We will not be using any boats or barges. We do use construction equipment with rubber tracks and lay down sheeting, when needed, to help protect sod. Each day there will be up to two trucks with trailers which will be removed from the site each work day. Our construction equipment will be left on site, in a pre-approved location, for the duration of the project. We may use de-watering pump(s) during the project to bring lake levels down. Any pumps we use will be placed in a client-approved location and have sound-dampening technology on them. Turbidity curtains may be used in certain locations if mandated by engineers, city, or county governances.

Crew & Installation: A qualified, English-speaking foreman will be on-site at all times during the project. All personnel, vehicles, and equipment bear our company colors and logo. Installation will primarily be completed on Monday through Thursday of each week, but we may work Fridays too if necessary. We will access the body or bodies of water in-between buildings and/or homes, with pre-approval from the community Board, HOA, or CAM. While we do our best to use only utility and lake maintenance easements, we may need additional access points in order to keep our equipment runs under 500 feet. If we are denied useable access points solely due to customer preference, we have the right to charge the community an additional \$500/day. The only individuals who are able to issue a STOP WORK ORDER on any of our crews working on-site shall be: an owner of Seabreeze Erosion Solutions, the Community's Association Manager, a Board Member currently serving on the Board, a county code enforcement officer, or the engineer/consultant hired by the community to oversee the specific project outlined above. Any work that is stopped as a result of anyone other than the aforementioned individuals will be billed at \$1,000/day for de-mobilization fees. If our company's state-certified contractor or the community's engineer/consultant jointly determine that site conditions are acceptable for work, despite where the lake level(s) is(are) at, and the community demands we stop work solely based on preference, the pricing above will be subject to increase. The client agrees to pay for any and all repairs, additional labor or materials, or dewatering activities that are needed due to a state of emergency declaration, impact by a hurricane, impact by a tropical depression, or impact by a tropical storm during the course of work. The delivery and lifting of heavy aggregates may scrape and scuff the asphalt. Seabreeze will make every effort to minimize this, but there is a possibility of this happening, and if it does, we will not be held liable. All irrigation needs to be located by others before construction begins. We are not liable for any damage to any unmarked existing irrigation pipes or heads. All littoral plants that we install will be watered by us during the course of construction. Post-installation, it is the customer's responsibility to make sure all new littoral plants and any new sod receives adequate irrigation.

Change Orders: Any work done that is above and beyond the scope of work outlined in this contract shall require a change order. Change Orders will require full approval from the Engineer and the Customer before we break ground on them. Unless otherwise stated, we will complete all Change Orders and Final Punch List items once the work has already been substantially completed. If the Board mandates that we complete a Change Order before the project is substantially complete, we may bill a \$750/day fee for mobilization and de-mobilization costs.

Pricing, Payments, & Retainage: In order for us to honor the pricing outlined in this contract, we must receive an authorized contract within 60 days. Once we receive the authorized contract, we must receive an initial deposit of 10% within 30 days. If we do not receive the deposit within 30 days, we have the right to stop work until the deposit is rendered and bill any associated de-mobilizing and re-mobilizing fees to the client. Progress payments will be invoiced every 15 days based on completed linear footage. Subsequent to the initial deposit, a retainage of 10% will be held by the client on each payment. The 10% retainer shall be paid in full once the project is fully complete according to the above scope of work and the county permit is satisfied, IF applicable. Retainage may only be held by the customer for 1)pending jobsite repairs being completed that were caused directly by the contractor's construction activities or 2)waiting on the county permit to be satisfied. Below are the full payment terms.

A 10% initial deposit. Progress payments will be invoiced every 15 days based on completed linear footage.

For payments, we accept electronic wires, ACH payments, and physical checks only. Any invoices that become 30 days overdue from the date of invoice will incur interest at 18% per annum simple interest. All invoices that become over 45 days overdue may result in a construction lien being placed on the customer's property (see Lien Law below). If the county the work is to be done in, or the state of Florida, is affected by a natural disaster declaration, a named storm, or an act of

terrorism after the contract is authorized, but before the work begins, we have the right to increase the contract price commensurate with the documented increases in aggregate, rental, and labor prices at the time we break ground.

Permitting: Seabreeze Erosion Solutions, and its engineers, will obtain any necessary permits for the above scope of work. We charge \$150 per hour for our own administrative fees in addition to all county and state permitting fees and engineering fees, surveying fees, and consultant fees associated with obtaining the permits. Any unused permitting fees will be returned back to the customer once the project is complete. The above permitting fee covers Limited Development Orders, Site Permits, and Non-Substantial Change Letters, if necessary, in Lee, Collier, Charlotte, DeSoto, Sarasota, and Hillsborough counties. The customer understands that deviations, variances, zoning amendments, or modifications to the original Development Order or SWFMD permit may be required for placing rip rap behind single-family homes in unincorporated Lee County, FL or for hardening the shoreline of a freshwater lake more than 40% anywhere in Southwest Florida- neither of which we recommend doing- and customer understands we can only do such work if a civil engineer is hired *first* by the customer to obtain all necessary permits and letters from all applicable state and local authorities to do such a project and the engineer must put together a full RFP that we can bid off of.

Construction Timeframe: The earliest we can schedule construction is October 15th 2024 and construction is expected to be completed in 3-6 weeks. As soon as construction is completed on Lake 1, we will begin construction on Lake 2; as soon as construction is completed on Lake 2, we will begin construction on Lake 3; and so on. Project will be completed in one phase, within one calendar year, unless specified otherwise. Unless specified otherwise in writing and approved by both the customer and the contractor, we must be allowed to begin construction within 90 (ninety) days of the customer's signing and dating of this contract. If construction begins after 90 (ninety) days, and the delay is not the direct fault of the contractor, the contractor has the right to charge all increased costs associated with the delay to the customer including, but not limited to, increases in the price of materials and labor. Contractor must furnish evidence of the cost increase to the customer when requested. If the start of construction is more than a year after the customer signs and dates this contract, the contractor has the right to increase the total contract price by up to 20% (twenty percent) per year and no documentation shall be required to be furnished.

No Construction by Owner: Owner will not under any circumstance construct nor cause to be built anything on the Property, or otherwise provide labor or materials with respect to the Services, nor contract with other parties for any construction on the Property, without the prior written consent of Contractor in each instance, which consent shall be at the sole discretion of Contractor in each instance. In the event (and only in the event) Owner receives the written consent of Contractor, Owner may cause work to be done at the Property as limited by such consent, provided, that (and not in limitation of any other requirements with respect thereto that Contractor shall determine in its sole and absolute discretion) (i) Owner hereby expressly releases Contractor for any damages, delays, injuries and costs resulting therefrom as determined exclusively by Contractor, (ii) Owner agrees to use only licensed persons, and must supply Contractor with a valid certificate of liability and worker's compensation insurance that names Contractor as an additional insured, as well as applicable licenses, prior to commencement of any work on the Property and such persons shall understand and agree to cooperate in all respects as required by Contractor hereunder so as not to interfere with the work being performed by Contractor hereunder, (iii) such work shall be done at the times set forth by Contractor so as not to interfere with the other work being performed by Contractor hereunder as Contractor shall determine in its sole and absolute discretion, and (iv) Owner shall indemnify Contractor and hold Contractor harmless from and against any and all delays, damages, injuries and costs which may result in any way as a result of such persons at the Property at any time and from time to time. In the event that Contractor incurs any extra costs as a result of any consent hereunder for Owner to perform any work at the Property, such extra costs shall be deemed a Pre-approved Cost (as defined herein) for which Owner shall be immediately responsible to pay to Contractor hereunder. By way of example, but not in limitation of the foregoing, in the event that work fails an inspection as a result of Owner's work hereunder as determined by Contractor, such costs to re-inspect shall be at Owner's expense.

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LIFETIME PLANT WARRANTY: If any littoral plantings that we install as part of the Scope of Work become completely dead, we will replace them FREE OF CHARGE as long as we are under an active lake maintenance contract with the community for the lake(s) and shoreline(s) that the plants are growing on. This warranty does not include plants that die due to: inadequate irrigation post-construction, wildlife feeding, frost, boats, foot-traffic, drought, irrigation restrictions imposed by local authorities, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. If there is a disagreement over the cause of death of any littoral plants, an independent expert who is state-certified in GI-BMP or FNGLA must be hired by the customer and prove unequivocally that the littoral plants were not damaged or killed by any of the above factors.

Limited Plant Warranty: If any littoral plantings that we install as part of the Scope of Work become completely dead within 1-YEAR of installation we will replace them ONCE, unless the cause of damage or death was due to: inadequate irrigation post-construction, wildlife feeding, frost, boats, foot-traffic, drought, irrigation restrictions imposed by local authorities, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. If there is a disagreement over the cause of death of any littoral plants, an independent expert who is state-certified in GI-BMP or FNGLA must be hired by the customer and prove unequivocally that the littoral plants were not damaged or killed by any of the above factors.

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Construction Recovery Fund. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:
FLORIDA CONSTRUCTION INDUSTRY RECOVERY FUND
1940 N. MONROE STREET, SUITE 33
TALLAHASSEE, FL 32399-1039
(850) 487-1395

Liquidated Damages: Contractor and Customer agree that in the event Customer fails to allow construction to begin within ninety (90) days after signing of this Agreement ("Delay"), Contractor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the Parties' inability to predict future profits and other relevant factors. Accordingly, Contractor and Customer agree that if Customer causes a Delay, the Contractor may unilaterally elect to terminate this Agreement and retain the Customer's initial deposit—not as a penalty—but instead as intended by the parties to be, and shall be deemed, liquidated damages.

Termination: If Owner shall: (i) fail to perform any of the non-monetary items required of Owner hereunder within the time allowed therefor following the expiration of ten (10) business days after receipt of written notice from Contractor to Owner of such failure; or (ii) shall fail to perform any of the monetary items required of Owner hereunder within the time required hereby, if any, without any notice or a cure period, Owner shall be deemed in default ("Default"). Upon a Default by Owner, Contractor shall have the right to immediately stop work (and under no circumstances shall Contractor be in default hereunder or subject to any liability or damages or other adverse consequence to Contractor hereunder in any manner whatsoever for so exercising its right to stop the work hereunder) and/or terminate this Agreement. The remedies provided for in this clause (b) shall not prevent Contractor from exercising rights under the mechanics' lien laws of the State of Florida or any other rights Contractor may have hereunder and at law or in equity, if applicable.

Governing Law/Venue: This Proposal shall be governed by and construed in accordance with the laws of the State of Florida, and any litigation proceedings relating to this Proposal shall only be determined judicially within the jurisdiction of the State of Florida, solely and exclusively in the appropriate state court in and for the Twentieth Judicial Circuit Court in and for Lee County, Florida. Venue for any proceeding hereunder shall be solely and exclusively in the Twentieth Judicial Circuit Court in and for Lee County, Florida. You hereby consent to the exclusive personal jurisdiction of such courts, and waive any objection in any such action based on improper venue, inconvenient forum or similar grounds.

Severability: If any provisions of this Proposal or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Proposal and the application of that provision to other persons or circumstances permitted by law. This Proposal shall be construed without regard to any presumption or other rule requiring construction against the party causing this Proposal to be drafted.

Jury Trial: THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT ON THIS CONTRACT OR ON ANY MATTER ARISING IN CONNECTION WITH THIS CONTRACT

Waiver: No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

Oral Representations: Oral representations made by Contractor, Contractor's employees, Contractor's representatives and/or any other third-party cannot be relied upon for any circumstance or purpose whatsoever and are not binding.

Notice: Except as otherwise specifically provided herein, any notice, consent, demand, or other communication to be given under or in connection with this Agreement shall be in writing and shall be deemed duly given when delivered personally, when transmitted by facsimile transmission, one day after being deposited with a nationally recognized overnight delivery service, or three days after being mailed by first class mail, charges or postage prepaid, properly addressed, if to the Company, at its principal office, and, if to You, at the address set forth following Your signature below. Either Party may change such address from time to time by notice to the other.

Headings: The headings of the Sections and subsections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Assignability: This Agreement may not be assigned by either Party without written consent of the other, and shall be binding upon the Parties hereto, including their heirs and successors, provided, however, that the Company may assign its rights and obligations under this Agreement to an affiliate of the Company or any successor(s) to its business and/or purchaser of all or substantially all of its stock or assets.

Attorneys' Fees: The Company shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement. This Section shall survive the termination of this Agreement.

Force Majeure: Subject to the provisions provided above, neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If the Company's performance is delayed over 90 days, the Company may terminate this Agreement at its sole and exclusive option.

Counterparts: This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Third-party Beneficiaries: This Agreement is a contract between Contractor and Owner for their mutual benefit and no third person shall be entitled to any right, claim or benefit by virtue of the provisions hereof.

Entire Agreement; Modifications: This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by the Company and contains all of the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

Miscellaneous Rights: We retain the right to take photos and videos of the project outlined above for use in any and all business-related purposes, both printed and digital, in perpetuity. There shall be no other applicable warranties or guarantees unless stated in writing by one of our owners. Please indicate your acceptance of this Agreement, including all Items, Prices, Terms, Conditions, and Warranties by signing and dating below:

Contractor:_____ Owner:_____ Page 5 of 6

Authorized Representative Signature _____ Printed _____

Title

Community/Company Name

Address

Contractor Signature _____ Printed _____

Licenses & Certifications

State Certified Marine Specialty Contractor #SCC131152136	Cape Coral Marine Contractor Certificate #66087
Lee County Business License #0805801	Charlotte County Contractor #CSCC131152136
Collier County Business License #SCC131152136	



8.24L



Date: 9.30.24 Phone Number: (239)461-3170
Name: Waterford Landing C/O Frank Savage
Address: 3720 Tilbor Circle, Fort Myers, FL 33916
Email: franks@barraco.net

CONTRACT

Item	Quantity	Price Ea.	Total
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Seabreeze Hybrid Shell System® PatPend

- Cut a new line in the sod
- Eliminate escarpment by building up sub-grade to proper slope
- Install shell with rip rap toe
- Plant 4 littoral plants per linear foot
- LIFETIME WARRANTY on littoral plants with active maintenance contract (60 day warranty on littoral plants without maintenance contract)

LAKE 5	850LF	\$89	\$75,650
LAKE 10	1,243LF	\$89	\$110,627
LAKE 16	1,867LF	\$89	\$166,163

LAKES TOTAL: \$352,440

French Drain 12x12" box

Price Each: \$1,500

- Install French Drain box
- Install 4" corrugated ADS drain pipe
- Repair damaged sod as needed

THIS AGREEMENT ("Agreement"), is made and entered into as of the last date shown on the below signature line by and between Seabreeze Nurseries Inc, a Florida For Profit Company ("Seabreeze"), and __ Waterford Landing _____.

WHEREAS, Owner owns certain real property shown above in the ADDRESS section ("Property")

WHEREAS, Owner desires to have those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Seabreeze desires to provide those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Contractor: _____ Owner: _____ Page 1 of 6

Definitions: The terms "We", "Us", "Contractor", and "Our" shall refer to Seabreeze Nurseries Inc, dba Seabreeze Erosion Solutions. The terms "You", "Customer", "Community", "Owner" and "Authorized representative" shall refer to Waterford Landing. The Contractor and Customer are collectively known as "Parties" and individually as "Party."

Services: You hereby retain Us to provide those services shown above in the SCOPE OF WORK section ("Services"). You warrant that You are legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the services described in this Agreement.

Equipment: We will not be using any boats or barges. We do use construction equipment with rubber tracks and lay down sheeting, when needed, to help protect sod. Each day there will be up to two trucks with trailers which will be removed from the site each work day. Our construction equipment will be left on site, in a pre-approved location, for the duration of the project. We may use de-watering pump(s) during the project to bring lake levels down. Any pumps we use will be placed in a client-approved location and have sound-dampening technology on them. Turbidity curtains may be used in certain locations if mandated by engineers, city, or county governances.

Crew & Installation: A qualified, English-speaking foreman will be on-site at all times during the project. All personnel, vehicles, and equipment bear our company colors and logo. Installation will primarily be completed on Monday through Thursday of each week, but we may work Fridays too if necessary. We will access the body or bodies of water in-between buildings and/or homes, with pre-approval from the community Board, HOA, or CAM. While we do our best to use only utility and lake maintenance easements, we may need additional access points in order to keep our equipment runs under 500 feet. If we are denied useable access points solely due to customer preference, we have the right to charge the community an additional \$500/day. The only individuals who are able to issue a STOP WORK ORDER on any of our crews working on-site shall be: an owner of Seabreeze Erosion Solutions, the Community's Association Manager, a Board Member currently serving on the Board, a county code enforcement officer, or the engineer/consultant hired by the community to oversee the specific project outlined above. Any work that is stopped as a result of anyone other than the aforementioned individuals will be billed at \$1,000/day for de-mobilization fees. If our company's state-certified contractor or the community's engineer/consultant jointly determine that site conditions are acceptable for work, despite where the lake level(s) is(are) at, and the community demands we stop work solely based on preference, the pricing above will be subject to increase. The client agrees to pay for any and all repairs, additional labor or materials, or dewatering activities that are needed due to a state of emergency declaration, impact by a hurricane, impact by a tropical depression, or impact by a tropical storm during the course of work. The delivery and lifting of heavy aggregates may scrape and scuff the asphalt. Seabreeze will make every effort to minimize this, but there is a possibility of this happening, and if it does, we will not be held liable. All irrigation needs to be located by others before construction begins. We are not liable for any damage to any unmarked existing irrigation pipes or heads. All littoral plants that we install will be watered by us during the course of construction. Post-installation, it is the customer's responsibility to make sure all new littoral plants and any new sod receives adequate irrigation.

Change Orders: Any work done that is above and beyond the scope of work outlined in this contract shall require a change order. Change Orders will require full approval from the Engineer and the Customer before we break ground on them. Unless otherwise stated, we will complete all Change Orders and Final Punch List items once the work has already been substantially completed. If the Board mandates that we complete a Change Order before the project is substantially complete, we may bill a \$750/day fee for mobilization and de-mobilization costs.

Pricing, Payments, & Retainage: In order for us to honor the pricing outlined in this contract, we must receive an authorized contract within 60 days. Once we receive the authorized contract, we must receive an initial deposit of 10% within 30 days. If we do not receive the deposit within 30 days, we have the right to stop work until the deposit is rendered and bill any associated de-mobilizing and re-mobilizing fees to the client. Progress payments will be invoiced every 15 days based on completed linear footage. Subsequent to the initial deposit, a retainage of 10% will be held by the client on each payment. The 10% retainer shall be paid in full once the project is fully complete according to the above scope of work and the county permit is satisfied, IF applicable. Retainage may only be held by the customer for 1)pending jobsite repairs being completed that were caused directly by the contractor's construction activities or 2)waiting on the county permit to be satisfied. Below are the full payment terms.

A 10% initial deposit. Progress payments will be invoiced every 15 days based on completed linear footage.

For payments, we accept electronic wires, ACH payments, and physical checks only. Any invoices that become 30 days overdue from the date of invoice will incur interest at 18% per annum simple interest. All invoices that become over 45 days overdue may result in a construction lien being placed on the customer's property (see Lien Law below). If the county the work is to be done in, or the state of Florida, is affected by a natural disaster declaration, a named storm, or an act of

terrorism after the contract is authorized, but before the work begins, we have the right to increase the contract price commensurate with the documented increases in aggregate, rental, and labor prices at the time we break ground.

Permitting: Seabreeze Erosion Solutions, and its engineers, will obtain any necessary permits for the above scope of work. We charge \$150 per hour for our own administrative fees in addition to all county and state permitting fees and engineering fees, surveying fees, and consultant fees associated with obtaining the permits. Any unused permitting fees will be returned back to the customer once the project is complete. The above permitting fee covers Limited Development Orders, Site Permits, and Non-Substantial Change Letters, if necessary, in Lee, Collier, Charlotte, DeSoto, Sarasota, and Hillsborough counties. The customer understands that deviations, variances, zoning amendments, or modifications to the original Development Order or SWFMD permit may be required for placing rip rap behind single-family homes in unincorporated Lee County, FL or for hardening the shoreline of a freshwater lake more than 40% anywhere in Southwest Florida- neither of which we recommend doing- and customer understands we can only do such work if a civil engineer is hired *first* by the customer to obtain all necessary permits and letters from all applicable state and local authorities to do such a project and the engineer must put together a full RFP that we can bid off of.

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FLORIDA CONSTRUCTION INDUSTRY RECOVERY FUND
1940 N. MONROE STREET, SUITE 33
TALLAHASSEE, FL 32399-1039
(850) 487-1395

Liquidated Damages: Contractor and Customer agree that in the event Customer fails to allow construction to begin within ninety (90) days after signing of this Agreement ("Delay"), Contractor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the Parties' inability to predict future profits and other relevant factors. Accordingly, Contractor and Customer agree that if Customer causes a Delay, the Contractor may unilaterally elect to terminate this Agreement and retain the Customer's initial deposit—not as a penalty—but instead as intended by the parties to be, and shall be deemed, liquidated damages.

Termination: If Owner shall: (i) fail to perform any of the non-monetary items required of Owner hereunder within the time allowed therefor following the expiration of ten (10) business days after receipt of written notice from Contractor to Owner of such failure; or (ii) shall fail to perform any of the monetary items required of Owner hereunder within the time required hereby, if any, without any notice or a cure period, Owner shall be deemed in default ("Default"). Upon a Default by Owner, Contractor shall have the right to immediately stop work (and under no circumstances shall Contractor be in default hereunder or subject to any liability or damages or other adverse consequence to Contractor hereunder in any manner whatsoever for so exercising its right to stop the work hereunder) and/or terminate this Agreement. The remedies provided for in this clause (b) shall not prevent Contractor from exercising rights under the mechanics' lien laws of the State of Florida or any other rights Contractor may have hereunder and at law or in equity, if applicable.

Governing Law/Venue: This Proposal shall be governed by and construed in accordance with the laws of the State of Florida, and any litigation proceedings relating to this Proposal shall only be determined judicially within the jurisdiction of the State of Florida, solely and exclusively in the appropriate state court in and for the Twentieth Judicial Circuit Court in and for Lee County, Florida. Venue for any proceeding hereunder shall be solely and exclusively in the Twentieth Judicial Circuit Court in and for Lee County, Florida. You hereby consent to the exclusive personal jurisdiction of such courts, and waive any objection in any such action based on improper venue, inconvenient forum or similar grounds.

Severability: If any provisions of this Proposal or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Proposal and the application of that provision to other persons or circumstances permitted by law. This Proposal shall be construed without regard to any presumption or other rule requiring construction against the party causing this Proposal to be drafted.

Jury Trial: THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT ON THIS CONTRACT OR ON ANY MATTER ARISING IN CONNECTION WITH THIS CONTRACT

Waiver: No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

Oral Representations: Oral representations made by Contractor, Contractor's employees, Contractor's representatives and/or any other third-party cannot be relied upon for any circumstance or purpose whatsoever and are not binding.

Notice: Except as otherwise specifically provided herein, any notice, consent, demand, or other communication to be given under or in connection with this Agreement shall be in writing and shall be deemed duly given when delivered personally, when transmitted by facsimile transmission, one day after being deposited with a nationally recognized overnight delivery service, or three days after being mailed by first class mail, charges or postage prepaid, properly addressed, if to the Company, at its principal office, and, if to You, at the address set forth following Your signature below. Either Party may change such address from time to time by notice to the other.

Headings: The headings of the Sections and subsections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Assignability: This Agreement may not be assigned by either Party without written consent of the other, and shall be binding upon the Parties hereto, including their heirs and successors, provided, however, that the Company may assign its rights and obligations under this Agreement to an affiliate of the Company or any successor(s) to its business and/or purchaser of all or substantially all of its stock or assets.

Attorneys' Fees: The Company shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement. This Section shall survive the termination of this Agreement.

Force Majure: Subject to the provisions provided above, neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If the Company's performance is delayed over 90 days, the Company may terminate this Agreement at its sole and exclusive option.

Counterparts: This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Third-party Beneficiaries: This Agreement is a contract between Contractor and Owner for their mutual benefit and no third person shall be entitled to any right, claim or benefit by virtue of the provisions hereof.

Entire Agreement; Modifications: This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by the Company and contains all of the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

Miscellaneous Rights: We retain the right to take photos and videos of the project outlined above for use in any and all business-related purposes, both printed and digital, in perpetuity. There shall be no other applicable warranties or guarantees unless stated in writing by one of our owners. Please indicate your acceptance of this Agreement, including all Items, Prices, Terms, Conditions, and Warranties by signing and dating below:

Contractor:_____ Owner:_____ Page 5 of 6

Authorized Representative Signature _____ Printed _____

Title

Community/Company Name

Address

Contractor Signature _____ Printed _____

Licenses & Certifications

State Certified Marine Specialty Contractor #SCC131152136	Cape Coral Marine Contractor Certificate #66087
Lee County Business License #0805801	Charlotte County Contractor #CSCC131152136
Collier County Business License #SCC131152136	



8.24L

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

3C



ESTIMATE

Shoreline Restoration Repair

SOLitude Lake Management
1320 Brookwood Drive, Suite H
Little Rock, AR 72202
888.480.LAKE
www.solitudelakemanagement.com

PROJECT NAME:

Waterford Landing Community Development District

SOLitude Contact:

Jeff Moding

239-229-8284
jmoding@solitudelake.com

LOCATION:**Estimate Date:**

October 4, 2024

Expires On:

December 4, 2024

Lake #4: 518' x 12" FLTX - \$33,670.00
Lake #4: 850' x 12" FLTX - \$55,250.00
Lake #10: 700' x 12" FLTX - \$45,500.00
Lake #10: 1,243' x 12" FLTX - \$80,795.00
Lake #16: 826' x 12" FLTX - \$53,690.00
Lake #16: 1,867' x 12" FLTX - \$121,355.00
23 Downspouts (8 on L10, and 15 on L16): \$358.00 Each

Grand Total (USD):

Based on Selection

PRODUCT / SERVICE

- Repair eroded shoreline to create a Bioengineered Living Shoreline to stop future erosion and stabilize the shoreline
- Estimated area to be repaired: 518-1,867 linear feet, and 2,072 - 7,468 square feet
- Installation of geotextile erosion repair system (SOX Erosion Solutions™, Filtrexx® or similar) anchored into firm ground
 - Includes:
 - Geotextile, technical grade mesh material with rip-stop technology
 - Wooden stakes, diamond braid rope and/or steel anchors as required
- Geotextile mesh system will be filled with sediment dredged from the pond if suitable and/or imported fill as required
- Sod installation INCLUDED once the system is installed
- Native plant installation of 518 - 1,867 aquatic plants in front of the SOX system to meet Lee County permit requirements.

SPECIAL PROJECT / SITE NOTES

- N/A

CUSTOMER RESPONSIBILITIES

- Customer is responsible for securing and/or cost of any necessary permits If permitting is requested of Solitude an additional fee of **\$4,219.00** per lake will be required for this service (includes engineer drawings, permit application, and Lee County permit fee).
- Marking sprinkler heads, irrigation intakes or other structures, otherwise SOLitude will not be responsible for damages to unmarked equipment or structures
- Identify access points and staging areas for equipment and for fill delivery and storage during the project
- Watering/irrigating new sod, seed or plantings immediately following installation to ensure survival of living shoreline

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



ESTIMATE

Shoreline Restoration Repair

SOLitude Lake Management
1320 Brookwood Drive, Suite H
Little Rock, AR 72202
888.480.LAKE
www.solitudelakemanagement.com

WARRANTY

- Geotextile material is warranted for five (5) years
- The labor warranty for any manual adjustments needed is for one (1) year
- The warranties do not cover damage to material due to 'acts of God' such as floods, hurricanes or other catastrophic events, vandalism or theft.
- Lack of healthy sod, grass or plant cover due to insufficient watering/irrigation will void the warranties. This is a bioengineered living wall system that must be adequately watered

ACCEPTANCE OF ESTIMATE

- Customer signature to this non-binding estimate, gives SOLitude's operations team approval to access the property to conduct a site survey to verify site conditions, equipment access and other project logistics.
- Following the operations site survey, a formal contract document will be forwarded for signature. Any adjustments to the project cost will be made prior to submitting the formal contract and will be discussed with the Customer at that time.

Signature

Date

Notes / Terms

This estimate is for the work scope and materials as described above. Modifications, additional or inclusions will be at an additional cost to the customer.

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SOLitude Lake Management
1320 Brookwood Drive, Suite H
Little Rock, AR 72202
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www.solitudelakemanagement.com

PROJECT NAME:

Waterford Landing Community Development District

SOLitude Contact:

Jeff Moding

239-229-8284
jmoding@solitudelake.com

LOCATION:

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Lake #4: 850' x 6' SOX - \$62,589.00
Lake #10: 700' x 6' SOX - \$52,160.00
Lake #10: 1,243' x 6' SOX - \$88,626.00
Lake #16: 826' x 6' SOX - \$61,394.00
Lake #16: 1,867' x 6' SOX - \$130,690.00
23 Downspouts (8 on L10, and 15 on L16): \$358.00 Each

Estimate Date:

October 4, 2024

Expires On:

December 4, 2024

Grand Total (USD):

Based on Selection

PRODUCT / SERVICE

- Repair eroded shoreline to create a Bioengineered Living Shoreline to stop future erosion and stabilize the shoreline
- Estimated area to be repaired: 518-1,867 linear feet, and 2,072 - 7,468 square feet
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Signature

Date

Notes / Terms

This estimate is for the work scope and materials as described above. Modifications, additional or inclusions will be at an additional cost to the customer.

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WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

5

SOLITUDE

LAKE MANAGEMENT



Lindsford CDD Waterway Inspection Report

Reason for Inspection: Routine Scheduled - Mor

Inspection Date: 2024-08-29

Prepared for:

Mr. Kenneth E. Bloom
Keb Management Services
6017 Pine Ridge Road #262
Naples, FL 34119

Prepared by:

Bailey Hill, Aquatic Specialist

Ft. Myers Field Office
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

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SITE ASSESSMENTS

PONDS 1, 2, 3 3

PONDS 4, 5, 6 4

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PONDS 16, 17, 18 8

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MANAGEMENT/COMMENTS SUMMARY 10

SITE MAP 11

Site: 1**Comments:**

Site looks good

Shoreline is well maintained.
Algae and submersed are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

**Site: 2****Comments:**

Normal growth observed

Shoreline is well maintained,
some torpedograss observed in
the littorals. Algae and submersed
are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss

**Site: 3****Comments:**

Normal growth observed

Shoreline is well maintained,
some torpedograss observed
within the littorals. Algae and
submersed vegetation are at
controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 4**Comments:**

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

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

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

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

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 7**Comments:**

Site looks good

Shoreline is well maintained, minor torpedograss observed around the perimeter. Algae and submersed are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

**Site: 8****Comments:**

Requires attention

Overgrowth of torpedograss observed within the littorals. Patch of cattails observed. Algae and submersed vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss

**Site: 9****Comments:**

Normal growth observed

Shoreline is well maintained. Algae and submersed are controlled levels. Spatterdock mostly observed in the northern end.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



Site: 10

Comments:

Site looks good

Shoreline is well maintained, minor growth noted around the perimeter. Algae and submersed vegetation are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 11

Comments:

Normal growth observed

Shoreline is well maintained. Minor torpedograss observed. Minor algae observed outside of the littorals.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 12

Comments:

Normal growth observed

Shoreline is well maintained. Algae and submersed vegetation are at controlled levels. Patch of spatterdock observed.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



Site: 13**Comments:**

Site looks good

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels.

Action Required:

Routine maintenance next visit

Target:

Species non-specific

**Site: 14****Comments:**

Normal growth observed

Shoreline is well maintained.
Algae and submersed vegetation
are at controlled levels. Minor
algae accumulating around the
perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae

**Site: 15****Comments:**

Site looks good

Shoreline is well maintained.
Algae and submersed are
controlled.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 16

Comments:

Requires attention

Shoreline is well maintained.
Surface algae observed which appears to be a result of surfacing chara.

Action Required:

Routine maintenance next visit

Target:

Muskgrass



Site: 17

Comments:

Normal growth observed

Shoreline is well maintained, some growth observed in the littorals. Lot line erosion occurring. Algae observed around the littorals.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 18

Comments:

Normal growth observed

Shoreline is well maintained. New growth of spatterdock observed. Minimal algae within the littorals.

Action Required:

Routine maintenance next visit

Target:

Floating Weeds



Site: 19**Comments:**

Normal growth observed

Some torpedograss observed around the perimeter. Algae and submersed are controlled. Minor surface algae observed.

Action Required:

Routine maintenance next visit

Target:

Torpedograss

**Management Summary****Recent Treatment History:**

-8/23/24: Sites 1-3 , 9, 10, 14, 18 and 19 were treated for shoreline weeds.

- 8/9/24: Sites 1-16 were treated for shoreline weeds.

Observations and Action Items:

- Water levels are still high due to summer rains.

- Torpedograss will be the primary target during the next few visits. Growth was observed in several lakes within the littorals. Patch of cattails in site 8 will need to be removed.

- Most lakes exhibit erosion that is consistent with flow from gutter/downspouts. A survey is suggested to provide an accurate SOX erosion program.

- Lake 16 will need treatment for submersed macro algae called chara.

- Surface algae was observed around the perimeter and within the littorals of several lakes. Warmer temperatures and increased runoff from rainfall could be contributing the increase in algae observed during this inspection. At this time algae is at controlled levels and appears to be dying off.

- I would suggest plantings after late spring on the bare banks of sites 4-7, 16 and 19. Aside from their aesthetics, plants provide a wide variety of benefits to the lake and the surrounding homeowners. Plants act as a natural buffer zone which helps mitigate nutrient runoff from fertilizers, homes, etc. These nutrients are typically responsible for the unwanted algae blooms. Additionally, over time these bare areas will likely experience erosion. Plantings will help stabilize lake bank sediments and prevent future erosion issues.

- The technician's next scheduled visit will be on September 2024.

** The service department has been notified of all observations.

** Treatment dates are subject to change.

Site	Comments	Target	Action Required
1	Site looks good	Species non-specific	Routine maintenance next visit
2	Normal growth observed	Torpedograss	Routine maintenance next visit
3	Normal growth observed	Torpedograss	Routine maintenance next visit
4	Site looks good	Species non-specific	Routine maintenance next visit
5	Site looks good	Species non-specific	Routine maintenance next visit
6	Site looks good	Species non-specific	Routine maintenance next visit
7	Site looks good	Species non-specific	Routine maintenance next visit
8	Requires attention	Torpedograss	Routine maintenance next visit
9	Normal growth observed	Floating Weeds	Routine maintenance next visit
10	Site looks good	Torpedograss	Routine maintenance next visit
11	Normal growth observed	Surface algae	Routine maintenance next visit
12	Normal growth observed	Floating Weeds	Routine maintenance next visit
13	Site looks good	Species non-specific	Routine maintenance next visit
14	Normal growth observed	Surface algae	Routine maintenance next visit
15	Site looks good	Species non-specific	Routine maintenance next visit
16	Requires attention	Muskgrass	Routine maintenance next visit
17	Normal growth observed	Torpedograss	Routine maintenance next visit
18	Normal growth observed	Floating Weeds	Routine maintenance next visit
19	Normal growth observed	Torpedograss	Routine maintenance next visit



WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
AUGUST 31, 2024**

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
AUGUST 31, 2024**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 518,480	\$ -	\$ 518,480
Investments			
Revenue 2014	-	341,780	341,780
Reserve 2014	-	362,184	362,184
Prepayment 2014	-	41	41
Due from general fund	-	2,450	2,450
Total assets	<u>\$ 518,480</u>	<u>\$ 706,455</u>	<u>\$ 1,224,935</u>
LIABILITIES AND FUND BALANCES			
Liabilities			
Accounts payable	\$ 15,527	\$ -	\$ 15,527
Developer advance	2,500	-	2,500
Due to debt service	2,450	-	2,450
Due to Developer	7,597	-	7,597
Total liabilities	<u>28,074</u>	<u>-</u>	<u>28,074</u>
Fund balances			
Restricted for:			
Debt service	-	706,455	706,455
Assigned:			
Public facilities report	5,000	-	5,000
3 Months working capital	116,480	-	116,480
Unassigned	368,926	-	368,926
Total fund balances	<u>490,406</u>	<u>706,455</u>	<u>1,196,861</u>
Total liabilities and fund balances	<u>\$ 518,480</u>	<u>\$ 706,455</u>	<u>\$ 1,224,935</u>

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ -	\$ 402,395	\$ 400,461	100%
Interest and miscellaneous	219	2,401	-	N/A
Total revenues	<u>219</u>	<u>404,796</u>	<u>400,461</u>	101%
EXPENDITURES				
Professional				
Supervisor's fees	-	1,722	4,306	40%
Management	4,202	46,227	50,429	92%
Audit fees	-	6,800	6,800	100%
Dissemination agent fees	83	917	1,000	92%
Trustee fees	-	4,760	4,760	100%
Arbitrage rebate calculation	-	-	750	0%
Legal	2,716	8,364	10,000	84%
Telephone	17	183	200	92%
Engineering	3,206	12,140	27,000	45%
Stormwater system maintenance	-	-	20,000	0%
Lift station water meter	-	501	250	200%
Lake bank restoration	-	-	304,500	0%
Postage	1,313	1,335	750	178%
Insurance	-	7,195	7,300	99%
Printing and reproduction	42	458	500	92%
Legal advertising	1,784	1,955	1,500	130%
Other current charges	-	-	500	0%
Annual district filing fee	-	175	175	100%
Website hosting	-	705	705	100%
ADA website compliance	210	210	210	100%
Total professional	<u>13,573</u>	<u>93,647</u>	<u>441,635</u>	21%
Other fees & charges				
Property appraiser	953	953	1,430	67%
Tax collector	-	1,754	953	184%
Total other fees & charges	<u>953</u>	<u>2,707</u>	<u>2,383</u>	114%
Total expenditures	<u>14,526</u>	<u>96,354</u>	<u>444,018</u>	22%
Excess/(deficiency) of revenues over/(under) expenditures	(14,307)	308,442	(43,557)	
Fund balances - beginning	504,713	181,964	181,767	
Assigned:				
Public facilities report	5,000	5,000	5,000	
3 Months working capital	116,480	116,480	116,480	
Unassigned	368,926	368,926	16,730	
Fund balances - ending	<u>\$ 490,406</u>	<u>\$ 490,406</u>	<u>\$ 138,210</u>	

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED AUGUST 31, 2024**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 725,726	\$ 725,399	100%
Interest	2,928	35,476	-	N/A
Total revenues	<u>2,928</u>	<u>761,202</u>	<u>725,399</u>	105%
EXPENDITURES				
Debt service				
Principal	-	230,000	230,000	100%
Interest	-	500,200	500,200	100%
Total expenditures	<u>-</u>	<u>730,200</u>	<u>730,200</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	2,928	31,002	(4,801)	
Fund balances - beginning	703,527	675,453	666,049	
Fund balances - ending	<u>\$ 706,455</u>	<u>\$ 706,455</u>	<u>\$ 661,248</u>	

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Waterford Landing Community Development District held Public Hearings and a Regular Meeting on August 22, 2024 at 11:00 a.m., at the Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916.

Present:

Charles Cox	Chair
Marcina Strang (via telephone)	Vice Chair
Robert Stillman	Assistant Secretary
Joyce Hein	Assistant Secretary
Edward Fitzgerald III	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Whitney Sousa (via telephone)	District Counsel
Frank Savage	District Engineer
Doug Tarn	Barraco and Associates, Inc.
Justin Dobbs	Seabreeze
Jeff Moding	SOLitude
Jared Rino	SOLitude

Residents present:

Ron Bozinovich	Ed Die	Joe Konenko	Howard Cahey
Rafael E. Frias II	Bill Smith	Other Residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:08 p.m.

Supervisors Cox, Hein, Fitzgerald III and Stillman were present. Supervisor Strang attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

Mr. Rom explained the protocols for public comments during Regular Meetings.

No members of the public spoke.

THIRD ORDER OF BUSINESS

Considerations of Proposals/Estimates for Alternative Lake Bank Remediation Options

Mr. Rom stated that the Board's direction in May was to have selected contractors give presentations and discuss their recommendations for lake bank remediation.

A. Seabreeze Erosion Solutions

Mr. Dobbs distributed and gave a PowerPoint presentation about the Seabreeze Erosion Solutions (Seabreeze) patent-pending Hybrid Shell System, at a cost of \$79 to \$125 per linear foot. He discussed Golden Canna Lilly and littoral planting solutions and showed a video depicting pictures of existing projects in Estero and Naples.

Mr. Dobbs distributed case studies and presented cost, lifespan and permitting comparisons of the Hybrid Shell System versus other solutions, such as grading, fill and sod, geo-synthetic materials and planting littorals only. He discussed the methods used, which include importing fill rather than dredging fill from the lake. He stated that Seabreeze would work with the community's irrigation company to install zones or adjust sprinkler heads in the Lake Maintenance Easement (LME) so that new littoral plants receive irrigation during the dry months, if necessary. He noted that a lifetime warranty on workmanship and plants applies, with a few conditions, as long as the Seabreeze is under contract.

Mr. Dobbs responded to questions related to the technical specifications of remediations, aesthetics, permitting, plantings and the lifetime warranty.

Mr. Dobbs stated that, along with the proposal, a lake maintenance proposal for aquatics plus shorelines will be provided. As long as Seabreeze is under contract and maintaining the lakes and shorelines, all the plants will be covered under warranty; without a lake maintenance contract, a 60-day warranty applies.

Asked what solutions are offered for homes with swimming pool and gutter drain discharge, Mr. Dobbs stated that a cavity repair system for washouts is an additional option.

Rain gutter downspouts can be connected to existing drainage pipes at no charge; a full underground pipe system or French drain system that can keep pool water separated can also be added to the contract.

Mr. Dobbs responded to engineering questions regarding importing fill, use of excavation equipment to obtain usable fill material, control elevation, pricing, compaction and density testing. He discussed littoral considerations and stated that littorals can be relocated. He noted that littoral species are selected based on the conditions in their respective areas, such as water far above the control line, flooded areas, and areas exposed due to low water levels, as noted in the case study. Lawncare technicians can walk on the shell layer and lawnmowers can be used in the area.

Mr. Rom stated that Ms. Strang requested a proposal for maintenance. He stated that, while the Board is interested in an initial proposal for Lake 5, they would like to continue addressing the CDD's 19 lakes, as the budget allows. He asked for a sustainable solution to be presented and a discount to the order of magnitude be considered at the time of the original proposal. Mr. Dobbs stated that he will provide a Master Contract with pricing clearly defined.

B. Solitude Lake Management

Mr. Rino distributed and gave a PowerPoint presentation about the SOX Erosion Solutions bioengineered living shorelines, Dredgesox and Shoresox, which would be installed by SOLitude Lake Management (SOLitude). He discussed the construction, materials, features and benefits of each solution.

Mr. Rino discussed permitting, presented a study of the differences between SOX and GeoTubes and showed a video of Dredgesox and Shoresox system installations.

Installations, materials, and various completed HOA, municipal and university projects with fencing, French drains, etc., were discussed.

It was noted that Lee County requires littorals to be installed with the sod; in some cases, the County will allow littoral zones to be relocated to a more suitable area.

Discussion ensued regarding the proposal, scope of work, methods of remediation, previous installations and the need to address erosion promptly.

Mr. Rino stated that SOX provides SOLitude a five-year warranty; SOLitude would provide a one-year warranty on labor and a full warranty on maintenance, as long as the CDD remains a customer.

Repairs and the durability of the solutions were discussed.

Mr. Moding and Mr. Rino responded to engineering questions regarding the installations, materials, water receding, etc.

▪ **Bulkhead Option**

This item was an addition to the agenda.

Mr. Savage discussed bulkhead options and the scope of work. He noted that pricing and the terms regarding design considerations can vary considerably. His company is not a marine engineering firm; those options would be outsourced. He stated that a modest bulkhead design would likely cost \$800 to \$1,000 per linear foot and stated, while the cost is significantly higher, minimal ongoing maintenance would be necessary but, when required, it would be costly. Maintenance needs are fairly minimal. He noted that hard restrictions apply to the bulkhead; in general, the bulkhead options are limited to a maximum of 40% of the linear footage of any lake. Permitting would be required and he thinks it would likely be approved without special deviations.

Discussion ensued regarding dredging, erosion, the scope of work, depth of the lakes, the proposals, aesthetics, warranty issues and erosion to be addressed by homeowners were discussed.

Mr. Rom noted that the four options presented to the Board are Cocomat, the Hybrid Shell System, Dredgesox and Shoresox, and bulkhead.

After the Board and Staff discussed the options and Request for Proposals (RFP) processes, the Board direction was to request proposals for the Hybrid Shell System and for Dredgesox and Shoresox, with a focus on Phase 1, as well as the cost for all phases. The District Engineer will work with District Counsel in this regard as necessary.

FOURTH ORDER OF BUSINESS

Discussion: Loan Option Analysis

Mr. Rom presented the Synovus Bank loan options for a \$1.5 million loan.

Discussion ensued regarding the scope of work, whether to complete the lake bank remediation in phases or as one large project.

It was noted that SOLitude currently maintains the lakes through the Master Association.

Mr. Rom stated it would be in the CDD's best interest for the Master Association to agree to a change in vendor, should a different lake bank remediation vendor be engaged.

This item will be discussed further in the future.

FIFTH ORDER OF BUSINESS

Public Hearing on Adoption of Fiscal Year 2024/2025 Budget

A. Proof/Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-05, Adopting a Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; and Providing for an Effective Date

Mr. Rom reviewed the proposed Fiscal Year 2025 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2024 budget, and explained the reasons for any changes. With this version of the proposed Fiscal Year 2025 budget, assessments would increase \$54.11 per unit over the Fiscal Year 2024 assessments.

Discussion ensued regarding the Mailed Notices, perception that it is confusing to property owners and suggestions to revise the verbiage, add a table or include more information.

Ms. Sousa stated that the Mailed Notice is sent to advise property owners about the possibility that the Operation & Maintenance (O&M) assessment will increase, as required by Statute. She noted that additional information is not prohibited but it must be accurate.

Mr. Rom suggested additional information can be included with the Mailed Notice in the future or an email can be sent to property owners.

On MOTION by Mr. Cox and seconded by Ms. Hein, with all in favor, the Public Hearing was opened.

Resident Rafael E. Frias II stated that he was not informed about CDD assessments when he purchased his home.

No other affected property owners or members of the public spoke.

On MOTION by Mr. Stillman and seconded by Ms. Hein, with all in favor, the Public Hearing was closed.

Mr. Rom presented Resolution 2024-05.

On MOTION by Mr. Fitzgerald III and seconded by Ms. Hein, with all in favor, Resolution 2024-05, Adopting a Budget for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; and Providing for an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2024-06, Imposing Annually Recurring Operations and Maintenance Non-Ad Valorem Special Assessments; Providing for Collection and Enforcement of All District Special Assessments; Certifying an Assessment Roll; Providing for Amendment of the Assessment Roll; Providing for Challenges and Procedural Irregularities; Providing for Severability; and Providing for an Effective Date

Mr. Rom presented Resolution 2024-06, which allows the CDD to impose and collect the assessments utilizing the services of the Property Appraiser and Tax Collector.

On MOTION by Mr. Stillman and seconded by Mr. Fitzgerald III, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Stillman and seconded by Mr. Cox, with all in favor, the Public Hearing was closed.

On MOTION by Ms. Hein and seconded by Mr. Stillman, with all in favor, Resolution 2024-06, Imposing Annually Recurring Operations and Maintenance Non-Ad Valorem Special Assessments; Providing for Collection and Enforcement of All District Special Assessments; Certifying an Assessment Roll; Providing for Amendment of the Assessment Roll; Providing for Challenges and Procedural Irregularities; Providing for Severability; and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Grau & Associates

Mr. Rom presented the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023 and accompanying disclosures. There were no findings, recommendations, irregularities or instances of noncompliance; it was an unmodified opinion, otherwise known as a clean audit.

A. Consideration of Resolution 2024-07, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023

On MOTION by Mr. Fitzgerald III and seconded by Mr. Stillman, with all in favor, Resolution 2024-07, Hereby Accepting the Audited Financial Report for the Fiscal Year Ended September 30, 2023, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]

Mr. Rom presented the Memorandum detailing this new requirement and explained that newly adopted legislation requires special districts to establish goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives, publish an annual report on its website detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

Mr. Rom stated that District Management and District Counsel collaborated on identifying Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability as the key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each.

Mr. Rom presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD and explained how the CDD will meet the goals.

On MOTION by Mr. Stillman and seconded by Mr. Cox, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of July 31, 2024

Mr. Rom stated that the "Other fees & charges" line item will be adjusted to reflect the portions collected by the Property Appraiser/Tax Collector.

On MOTION by Mr. Stillman and seconded by Ms. Strang, with all in favor, the Unaudited Financial Statements as of July 31, 2024, were accepted.

TENTH ORDER OF BUSINESS

Approval of May 9, 2024 Regular Meeting Minutes

On MOTION by Mr. Stillman and seconded by Ms. Strang, with all in favor, the May 9, 2024 Regular Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Straley Robin Vericker**

Ms. Sousa asked for clarification and clear Board direction regarding the RFP.

The consensus was that a proposal for Phase 1 was requested; since it will be under the bid threshold, publishing an RFP is not required. Phase 1 will be three lakes and a detailed proposal will be requested for Phase 1. The cost per linear foot will be used for budgeting future phases.

B. District Engineer: Barraco and Associates, Inc.

There was no report.

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

- **NEXT MEETING DATE: November 21, 2024 at 11:00 AM**

- **QUORUM CHECK**

Mr. Rom will work with Staff to schedule a meeting in October.

TWELFTH ORDER OF BUSINESS**Supervisors' Requests**

There were no Supervisors' requests.

THIRTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS**Adjournment**

<p>On MOTION by Ms. Hein and seconded by Mr. Stillman, with all in favor, the meeting adjourned at 1:53 p.m.</p>

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Special Meeting	11:00 AM
November 21, 2024*	Regular Meeting	11:00 AM
January 23, 2025	Regular Meeting	11:00 AM
April 24, 2025	Regular Meeting	11:00 AM
August 28, 2025	Public Hearing & Regular Meeting	11:00 AM

Exception(s)

**November meeting is one (1) week earlier to accommodate Thanksgiving Day holiday.*