

**BEACH ROAD  
GOLF ESTATES**

**COMMUNITY DEVELOPMENT  
DISTRICT**

**August 21, 2023**

**BOARD OF SUPERVISORS  
PUBLIC HEARING AND  
REGULAR MEETING  
AGENDA**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA  
LETTER**

# Beach Road Golf Estates Community Development District

## OFFICE OF THE DISTRICT MANAGER

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

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

August 14, 2023

Board of Supervisors-2  
Beach Road Golf Estates Community Development District

### ATTENDEES:

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

Dear Board Members:

The Board of Supervisors of the Beach Road Golf Estates Community Development District will hold a Public Hearing and Regular Meeting on August 21, 2023 at 1:00 p.m., at the Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/94341134325>, Meeting ID: **943 4113 4325** or telephonically at **1-305-224-1968**, Meeting ID: **943 4113 4325**. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Opening Comments
3. Public Comments (*3 minutes per speaker*)
4. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
  - A. Proof/Affidavit of Publication
  - B. Consideration of Resolution 2023-06, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023, and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
5. Consideration of Resolution 2023-07, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2023/2024; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date
6. Consideration of Johnson Engineering, Inc., Professional Services Agreement for Sidewalk Lighting Design Services
7. Discussion/Consideration: Landscape Maintenance Proposals
  - A. Gulfscapes Landscapes Management Services
  - B. Landcare

- 8. Continued Discussion/Update: Beach Road/Sidewalk Lighting Projects
- 9. Continued Discussion: Additional Speed Hump Locations
- 10. Acceptance of Unaudited Financial Statements as of June 30, 2023
- 11. Approval of July 17, 2023 Regular Meeting Minutes
- 12. Staff Reports
  - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
  - B. District Engineer: *Banks Engineering, Inc.*
  - C. District Manager: *Wrathell, Hunt & Associates, LLC*

- NEXT MEETING DATE: September 18, 2023 at 1:00 PM

- QUORUM CHECK

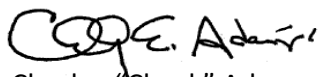
SEAT 1	JOSEPH GRILLO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BARRY KOVE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DANIEL DiTOMMASO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DENISE KEMPF	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	TIMOTHY VANDERHYDEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

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

- 13. Audience Comments/Supervisors' Requests
- 14. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley "Chuck" Adams  
 District Manager



**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**4A**

Attn:

**BEACH ROAD GOLF ESTATES  
2300 GLADES RD  
BOCA RATON, FL 33431**

State of Wisconsin, County of Brown:

Before the undersigned authority personally appeared

*W. Kelly*, who on oath says that he or she is a Legal Assistant of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

Notice of Meetings

In the Twentieth Judicial Circuit Court was published in said newspaper editions dated or by publication on the newspaper's website, if authorized, on:

07/31/2023, 08/07/2023

Affiant further says that the said News-Press is a paper of general circulation daily in Lee County and published at Fort Myers, in said Lee County, Florida, and that the said newspaper has heretofore been continuously published in said Lee County, Florida each day and has been entered as periodicals matter at the post office in Fort Myers, in said Lee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 16th of August 2023, by legal clerk who is personally known to me.

*W. Kelly*

Affiant

*M. Verhagen*

Notary State of Wisconsin, County of Brown

8-25-26

My commission expires

**BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2023/2024 BUDGET; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the Beach Road Golf Estates Community Development District ("District") will hold a public hearing on August 21, 2023 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained by contacting the offices of the District Manager, Wrathell, Hunt and Associates, LLC, by mail at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 or by phone at (561) 571-0010 ("District Manager's office"), during normal business hours, or by visiting the District's website, <https://www.beachroadgolfestatescdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

District Manager  
AD # 5779948 7/31, 8/7/2023

MARIAH VERHAGEN  
Notary Public  
State of Wisconsin

# of Affidavits: 1

This is not an invoice

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**4B**

## RESOLUTION 2023-06

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

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

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

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

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

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

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

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT:**

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

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

**SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$2,353,952 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ 358,922
TOTAL DEBT SERVICES FUND - SERIES 2015	<u>\$1,995,030</u>
TOTAL ALL FUNDS	\$2,353,952

**SECTION 3. BUDGET AMENDMENTS**

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

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$15,000 or 15% of the original appropriation.

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budgets under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

**PASSED AND ADOPTED THIS 21ST DAY OF AUGUST, 2023.**

ATTEST:

**BEACH ROAD GOLF ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2023/2024 Budget

**Exhibit A: Fiscal Year 2023/2024 Budget**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2024  
PROPOSED BUDGET**



**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
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**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2024**

	Fiscal Year 2023			Total Actual & Projected	Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 278,961				\$ 278,946
Allowable discounts (4%)	(11,158)				(11,158)
Assessment levy: on-roll - net	267,803	\$ 224,595	\$ 43,208	\$ 267,803	267,788
Intergovernmental: Shared Costs Revenue	68,040	12,210	55,830	68,040	68,040
Interest	-	14	-	14	-
Total revenues	<u>335,843</u>	<u>236,819</u>	<u>99,038</u>	<u>335,857</u>	<u>335,828</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative fees</b>					
Supervisors	10,334	3,875	6,459	10,334	10,334
Management advisory services	40,000	16,668	23,332	40,000	40,000
Financial accounting services	15,500	6,458	9,042	15,500	15,500
Audit	4,500	-	4,500	4,500	4,500
Dissemination agent	5,000	2,083	2,917	5,000	5,000
Arbitrage Rebate Calculation	500	500	-	500	500
Trustee fees	10,850	9,651	1,199	10,850	10,850
Legal	10,000	1,575	8,425	10,000	10,000
Engineering	5,000	780	4,220	5,000	5,000
Postage	750	499	251	750	750
Insurance	7,100	6,784	316	7,100	7,100
Printing & reproduction	1,000	418	582	1,000	1,000
Legal advertising	1,000	275	725	1,000	1,000
Other current charges	650	126	524	650	650
Annual district filing fee	175	175	-	175	175
ADA website maintenance	210	210	-	210	210
Website	705	705	-	705	705
Total professional & admin	<u>113,274</u>	<u>50,782</u>	<u>62,492</u>	<u>113,274</u>	<u>113,274</u>
<b>Operations</b>					
Shared costs maintenance	126,000	31,417	50,000	81,417	126,000
On-site other contractual services	92,908	16,795	55,000	71,795	116,000
Total operations	<u>218,908</u>	<u>48,212</u>	<u>105,000</u>	<u>153,212</u>	<u>242,000</u>
<b>Other fees and charges</b>					
Property appraiser	1,459	1,459	-	1,459	1,459
Tax collector	2,189	2,116	73	2,189	2,189
Total other fees and charges	<u>3,648</u>	<u>3,575</u>	<u>73</u>	<u>3,648</u>	<u>3,648</u>
Total expenditures	<u>335,830</u>	<u>102,569</u>	<u>167,565</u>	<u>270,134</u>	<u>358,922</u>
Net increase/(decrease) of fund balance	13	134,250	(68,527)	65,723	(23,094)
Fund balance - beginning (unaudited)	164,644	105,420	239,670	105,420	171,143
Assigned					
Lake bank erosion repair <sup>1</sup>	150,000	150,000	150,000	150,000	150,000
Unassigned	14,657	89,670	21,143	21,143	(1,951)
Fund balance - ending (projected)	<u>\$ 164,657</u>	<u>\$ 239,670</u>	<u>\$ 171,143</u>	<u>\$ 171,143</u>	<u>\$ 148,049</u>

<sup>1</sup>Intended to fund long term lake bank erosion repairs in District owned ponds.

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

Supervisors	\$ 10,334
<p>Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.</p>	
Management advisory services	40,000
<p><b>Wrathell, Hunt and Associates, LLC</b>, specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community. The \$40,000 annual fee is inclusive of district management and recording services.</p>	
Financial accounting services	15,500
<p>Preparation of all of the District's financial items, including monthly financial statement preparation and the annual budget, are provided by <b>Wrathell, Hunt &amp; Associates, LLC</b>. The annual fee for this service is \$8,000 for the general fund, \$7,500 per capital projects fund and \$4,500 per debt service fund.</p>	
Audit	4,500
<p>The District is required to complete annual, independent examinations of its accounting records and procedures. This audit is conducted pursuant to Florida Law and the Rules of the Auditor General.</p>	
Dissemination agent	5,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
Trustee fees	10,850
<p>Annual fees paid for services provided as trustee, paying agent and registrar.</p>	
Legal	10,000
<p>Fees for on-going general counsel and legal representation on behalf of the District. Coleman, Yovanovich and Koester, PA, serves as the District's general counsel.</p>	
Engineering	5,000
<p>Banks Engineering will provide engineering and consulting services to the District in addition to advice on bids for yearly contracts and operating policy.</p>	
Postage	750
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Insurance	7,100
Printing & reproduction	1,000
<p>Letterhead, envelopes, copies, etc.</p>	
Legal advertising	1,000
<p>The District will advertise in The Fort Myers News-Press for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Other current charges	650
<p>Bank charges and other miscellaneous expenses incurred throughout the year.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
ADA website maintenance	210
Website	705

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES (CONTINUED)**

**Operations**

Shared costs maintenance 126,000

Starting in fiscal year 2017, the District became responsible for the maintenance and monitoring of the panther mitigation property in Labelle. The establishment and perpetual responsibility to maintain the property and provide a five year monitoring and reporting program (which ended in 2020) is a development order requirement for not only this District but also for 3 other neighboring communities. Additionally, in fiscal year 2018, the District became responsible for the costs of maintaining the common infrastructure along Bonita Beach Road serving the same communities, including landscaping, roadway and storm water maintenance. All of the costs are shared with the other communities by interlocal agreement and based upon previously agreed upon percentages. In fiscal year 2023, the District elected to abandon the LED streetlighting on both sides of the roadway as a part of a lease, power and maintenance agreement with FPL. The District and it's the three other communities will be working towards a sidewalk lighting plan for the sidewalk along the south side of Bonita Beach Road only and potentially some landscape uplighting in the center median to provide a softer lighting effect for the roadway and to reduce impacts to the neighboring communities. The sidewalk lighting is anticipated to be a lease, power maintenance agreement with FPL.

Panther mitigation and monitoring	20,000
Streetlighting	26,000
Common infrastructure maintenance	<u>80,000</u>
Total	126,000

On-site other contractual services 116,000

Starting in fiscal year 2022 the District assumed the on-site lake and conservation area maintenance previously provided by the master association pursuant to the facilities maintenance assignment agreement. Additionally, in fiscal year 2023 the District added aeration systems to all of it's lakes.

Lake maintenance contract	61,000
Conservation area maintenance	20,000
Aeration maintenance	25,000
Littoral plantings	<u>10,000</u>
	116,000

Property appraiser

The property appraiser's fee is \$1.00 per parcel. 1,459

Tax collector

The tax collector's fee is \$1.50 per parcel. 2,189

Total expenditures \$ 358,922

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND - SERIES 2015 BONDS  
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$2,078,156				\$2,078,156
Allowable discounts (4%)	(83,126)				(83,126)
Assessment levy: on-roll - net	1,995,030	\$ 1,896,374	\$ 98,656	\$ 1,995,030	1,995,030
Interest	-	24,147	-	24,147	-
Total revenues	1,995,030	1,920,521	98,656	2,019,177	1,995,030
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	620,000	620,000	-	620,000	645,000
Principal prepayment	25,000	-	25,000	25,000	-
Interest	1,361,118	687,067	674,051	1,361,118	1,335,200
Total expenditures	2,006,118	1,307,067	699,051	2,006,118	1,980,200
Excess/(deficiency) of revenues over/(under) expenditures	(11,088)	613,454	(600,395)	13,059	14,830
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfer out	-	(4,274)	-	(4,274)	-
Total other financing sources/(uses)	-	(4,274)	-	(4,274)	-
Fund balance:					
Net increase/(decrease) in fund balance	(11,088)	609,180	(600,395)	8,785	14,830
Beginning fund balance (unaudited)	2,496,315	2,457,776	3,066,956	2,457,776	2,466,561
Ending fund balance (projected)	\$ 2,485,227	\$ 3,066,956	\$ 2,466,561	\$ 2,466,561	2,481,391
<b>Use of fund balance</b>					
Debt service reserve account balance (required)					(997,500)
Principal & Interest expense - November 1, 2024					(1,331,150)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 152,741</u>

# BEACH ROAD GOLF ESTATES

Community Development District

Series 2015

\$30,980,000

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i
11/01/2023	645,000.00	4.000%	674,050.00	1,319,050.00
05/01/2024			661,150.00	661,150.00
11/01/2024	670,000.00	4.000%	661,150.00	1,331,150.00
05/01/2025			647,750.00	647,750.00
11/01/2025	695,000.00	4.000%	647,750.00	1,342,750.00
05/01/2026			633,850.00	633,850.00
11/01/2026	725,000.00	4.700%	633,850.00	1,358,850.00
05/01/2027			616,812.50	616,812.50
11/01/2027	755,000.00	4.700%	616,812.50	1,371,812.50
05/01/2028			599,070.00	599,070.00
11/01/2028	790,000.00	4.700%	599,070.00	1,389,070.00
05/01/2029			580,505.00	580,505.00
11/01/2029	830,000.00	4.700%	580,505.00	1,410,505.00
05/01/2030			561,000.00	561,000.00
11/01/2030	870,000.00	5.000%	561,000.00	1,431,000.00
05/01/2031			539,250.00	539,250.00
11/01/2031	910,000.00	5.000%	539,250.00	1,449,250.00
05/01/2032			516,500.00	516,500.00
11/01/2032	955,000.00	5.000%	516,500.00	1,471,500.00
05/01/2033			492,625.00	492,625.00
11/01/2033	1,005,000.00	5.000%	492,625.00	1,497,625.00
05/01/2034			467,500.00	467,500.00
11/01/2034	1,055,000.00	5.000%	467,500.00	1,522,500.00
05/01/2035			441,125.00	441,125.00
11/01/2035	1,110,000.00	5.000%	441,125.00	1,551,125.00
05/01/2036			413,375.00	413,375.00

# BEACH ROAD GOLF ESTATES

Community Development District

Series 2015

\$30,980,000

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
11/01/2036	1,165,000.00	5.000%	413,375.00	1,578,375.00
05/01/2037			384,250.00	384,250.00
11/01/2037	1,220,000.00	5.000%	384,250.00	1,604,250.00
05/01/2038			353,750.00	353,750.00
11/01/2038	1,285,000.00	5.000%	353,750.00	1,638,750.00
05/01/2039			321,625.00	321,625.00
11/01/2039	1,345,000.00	5.000%	321,625.00	1,666,625.00
05/01/2040			288,000.00	288,000.00
11/01/2040	1,415,000.00	5.000%	288,000.00	1,703,000.00
05/01/2041			252,625.00	252,625.00
11/01/2041	1,485,000.00	5.000%	252,625.00	1,737,625.00
05/01/2042			215,500.00	215,500.00
11/01/2042	1,560,000.00	5.000%	215,500.00	1,775,500.00
05/01/2043			176,500.00	176,500.00
11/01/2043	1,640,000.00	5.000%	176,500.00	1,816,500.00
05/01/2045			92,500.00	92,500.00
11/01/2045	1,805,000.00	5.000%	92,500.00	1,897,500.00
05/01/2046			47,375.00	47,375.00
11/01/2046	1,895,000.00	5.000%	47,375.00	1,942,375.00
<b>Total</b>	<b>\$27,550,000.00</b>		<b>\$19,550,325.00</b>	<b>\$47,100,325.00</b>

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
PROJECTED ASSESSMENTS  
GENERAL FUND AND DEBT SERVICE FUND  
FISCAL YEAR 2024**

<b>On-Roll Payment</b>
------------------------

Number of Units		Projected Fiscal Year 2024			FY 23 Assessment
		GF	DSF	GF & DSF	
	<b><u>Single-Family Units</u></b>				
165	SF Executive	\$ 191.19	\$1,756.37	\$1,947.56	\$ 1,947.57
37	52'	191.19	1,792.91	1,984.10	1,984.11
173	53'	191.19	1,811.18	2,002.37	2,002.38
72	SF Manor	191.19	1,829.45	2,020.64	2,020.65
82	63'	191.19	1,920.79	2,111.98	2,111.99
128	SF Estate	191.19	1,957.33	2,148.52	2,148.53
	<b><u>Multi-Family Units</u></b>				
280	Coach Home	191.19	1,171.78	1,362.97	1,362.98
252	Veranda Condo	191.19	1,062.17	1,253.36	1,253.37
270	Terrace Condo	191.19	1,025.64	1,216.83	1,216.84
<b>1,459</b>					



**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

## RESOLUTION 2023-07

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

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

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

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

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

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

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

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

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

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector

("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll ("**Assessment Roll**") attached to this Resolution as **Exhibit B**, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefits exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. Tax Roll Assessments.** The operation and maintenance special assessments and previously levied debt service special assessments shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.
- B. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The District's Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County

Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the Beach Road Golf Estates Community Development District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the District’s Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Beach Road Golf Estates Community Development District.

**PASSED AND ADOPTED** this 21st day of August, 2023.

ATTEST:

**BEACH ROAD GOLF ESTATES COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

- Exhibit A:** Budget
- Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**6**

## PROFESSIONAL SERVICES AGREEMENT

JEI Use Only:

Project No. \_\_\_\_\_  
Project Manager: \_\_\_\_\_

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2023 between **BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT (CDD)** ("OWNER") and **JOHNSON ENGINEERING, INC.** ("CONSULTANT").

For **East Bonita Beach Road Sidewalk Lighting** (the "Project"), located in Section 1&2, Township 48 South, Range 26 East, Latitude 26.33072, Longitude -81.80552.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering, surveying, planning, environmental consulting, landscape architecture and/or other related services ("Services") by CONSULTANT with respect to the Project and the payment for those services by OWNER as set forth below.

### SECTION I - GENERAL

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#### Notice to Proceed:

Execution of this Agreement by CONSULTANT and OWNER constitutes OWNER's written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, ("Scope of Services") and in the other exhibits listed below. This Agreement will become effective on the date first above written.

#### Standard of Care:

CONSULTANT shall perform for or furnish to OWNER professional engineering and other related services for the Project to which this Agreement applies as hereinafter provided. CONSULTANT shall serve as OWNER's prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. CONSULTANT may employ such Sub-Consultants, as CONSULTANT deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

#### Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Agreement:** Agreement means this Agreement for Professional Services between OWNER and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 6 of this Agreement.

**Services:** The services to be performed or furnished to OWNER by CONSULTANT described in Exhibit A of this Agreement.

**Contractor:** The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

**CONSULTANT's Sub-Consultant:** The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate engaged directly on the Project.

Reimbursable Expenses: The expenses incurred directly in connection with the performance or furnishing of services for the Project for which OWNER shall pay CONSULTANT as indicated in Exhibit B "Compensation".

## **SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES & REIMBURSABLE EXPENSES**

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### **Compensation:**

For CONSULTANT's services. OWNER shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit B ("Compensation")

For Sub-Consultant's services. OWNER shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants on the basis set forth in Exhibit B.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT's Sub-Consultants, OWNER shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

### **Invoices:**

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to OWNER by CONSULTANT at least monthly. The amounts billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

### **Other Provisions Concerning Payments:**

Unpaid Invoices. If OWNER fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoice therefore, CONSULTANT may, after giving seven day's written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and charges. In the event of suspension of services, CONSULTANT will have no liability to OWNER for delays or damages to OWNER because of such suspension. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the OWNER or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. These records will be available to OWNER during CONSULTANT's normal business hours for a period of one (1) year after CONSULTANT's final invoice. Copies will be made available to OWNER at cost upon request.

## **SECTION 3 – REQUIRED ADDITIONAL SERVICES**

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### **Additional Services:**

Should the OWNER request the CONSULTANT to provide and perform services for this project which are not set forth in Exhibit A, the CONSULTANT will provide and perform such Additional Services as may be agreed to in writing by both the OWNER and CONSULTANT. Such Additional Services shall constitute a continuation of the services covered under this Agreement in accordance with the covenants, terms and provisions set forth in this Agreement and any amendment(s) thereto.



Additional Services shall be authorized as a Supplemental Agreement. The CONSULTANT will not provide or perform any additional services until a written Supplemental Agreement shall have been agreed to and executed by both the OWNER and CONSULTANT. Each Supplemental Agreement shall set forth a detailed description of (1) the scope of the additional services requested; and (2) the basis of compensation.

#### **SECTION 4 – OWNER'S RESPONSIBILITIES**

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OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto:

Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to CONSULTANT's services for the Project.

Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by OWNER. CONSULTANT may use such reports, data, and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the Project as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the OWNER is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Permitting time frames which may have been explained either in writing or verbally are based largely on experience with permitting of similar projects. Actual permit time frames can vary greatly. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

Noting, monitoring and/or advising the OWNER of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the OWNER's project.

Provide, as may be required for the Project: Accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project.

#### **SECTION 5 – GENERAL CONSIDERATIONS**

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The obligation to provide further services under this Agreement may be terminated:



For Cause, by either party upon a thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

By CONSULTANT:

Upon seven (7) days written notice, if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the Project by OWNER to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to OWNER on account of such termination.

By OWNER:

For convenience upon seven (7) days written notice to CONSULTANT, effective upon the receipt of OWNER's notice by CONSULTANT.

#### **Reuse of Documents:**

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, shall retain sole ownership and property interest therein (including the right of use, reuse, or modification) whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the occupancy of the Project by OWNER and others provided however, that all compensation due CONSULTANT has been paid in full. Such documents are not intended or represented to be suitable for use, reuse or modification by OWNER or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Sub-Consultants. OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT's Sub-Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

#### **Insurance:**

CONSULTANT shall maintain the following minimum insurance types and limits.

1.	Worker's Compensation:	Statutory Limits
	E.L. Each Accident	\$ 1,000,000
	E.L. Disease – Each Employee	\$ 1,000,000
	E.L. Disease – Policy Limit	\$ 1,000,000
2.	General Liability (Occurrence):	
	Each Occurrence	\$ 1,000,000
	Fire Damage (any one fire)	\$ 50,000
	Medical Expense (any one person)	\$ 5,000

	Personal & Adv. Injury	\$	1,000,000
	General Aggregate	\$	1,000,000
	Products Completion	\$	1,000,000
3.	Excess Umbrella Liability:		
	Each Occurrence:	\$	1,000,000
	Aggregate:	\$	1,000,000
4.	Automobile Liability:		
	Combined Single Limit		
	Each Accident	\$	1,000,000
5.	Professional Liability (Claims-made)	\$	1,000,000

OWNER shall require their Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list CONSULTANT and CONSULTANT's Sub-Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor, with the exception of professional liability coverage.

At any time, OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and this Agreement will be supplemented to incorporate these requirements.

**Opinions of Probable Construction Cost:**

CONSULTANT's opinions of probable Construction Costs, if provided, are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as a professional engineer or surveyor generally familiar with the construction industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If OWNER wishes greater assurance as to probable construction costs, OWNER shall employ an independent cost estimator.

**Betterment:**

If CONSULTANT mistakenly leaves out of the Construction Documents, any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

**Dispute Resolution:**

OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and CONSULTANT.

**Controlling Law:**

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between OWNER and CONSULTANT arising out of this Agreement, OWNER and CONSULTANT agree that the same

shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in the county where CONSULTANT's principal place of business is located.

**Force Majeure:**

CONSULTANT is not responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of CONSULTANT. In any such event, CONSULTANT'S fees and schedule shall be equitably adjusted.

**Successors and Assigns:**

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CONSULTANT to any Contractor, Subcontractor, Supplier, other person, or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party, unless agreed in writing by OWNER and CONSULTANT. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

**Consequential Damages:**

To the maximum extent permitted by law, CONSULTANT and CONSULTANT'S officers, employees and sub-consultants shall not be liable for OWNER'S special, indirect or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict of statutory liability or any other cause of action. In order to protect CONSULTANT against indirect liability or third-party proceedings, OWNER will indemnify CONSULTANT for any such damage.

**Allocation of Risks-Indemnification:**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees from and against any and all claims, costs, losses and damages (to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Sub-Consultants in the performance and furnishing of CONSULTANT's services under this Agreement. This indemnification is subject to and limited by the paragraph entitled "CONSULTANT's Limited Liability" in this Agreement.

To the fullest extent permitted by law, OWNER shall defend, indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees and agents and CONSULTANT's Sub-Consultants from and against any and all claims, costs, losses and damages caused by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

To the fullest extent permitted by law, OWNER shall defend, indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and CONSULTANT's Sub-Consultants from and against all claims, costs, losses, and damages caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

**Responsible Party:**

PURSUANT TO §558.0035 FLORIDA STATUTES, THE CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL, PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS AGREEMENT.

**Notices:**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**Survival:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of CONSULTANT under this Agreement or the termination of this Agreement for any reason.

**Severability:**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**CONSULTANT's Limited Liability:**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, agents and CONSULTANT's Sub-Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project, this Agreement, or any supplemental Agreements written or oral from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents or CONSULTANT's Sub-Consultants or any of them, shall not exceed \$13,150.00.

**SECTION 6 – EXHIBITS**

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This Agreement is subject to the provisions of the following Exhibits (if checked) attached hereto and made a part of this Agreement:

Exhibit A  "Scope of Services"

Exhibit B  "Compensation"

Exhibit C  "Construction Observation Services"

Exhibit D  "Special Provisions"

This Agreement (consisting of Pages 1 through 8, inclusive and the Exhibits identified above) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument signed by OWNER and CONSULTANT.



**IN WITNESS WHEREOF**, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. OWNER hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As OWNER or OWNER's legal representative, I have read, understand, and agree to the business terms and conditions contained herein, including the CONSULTANT'S Limited Liability printed on Page 7 of this Agreement.

**OWNER:**

**CONSULTANT:**

**BEACH ROAD GOLF ESTATES**

**COMMUNITY DEVELOPMENT DISTRICT  
(CDD)**

**JOHNSON ENGINEERING, INC.**

Signature

Signature

By: Chesley Adams  
Name Typed or Printed  
Title: District Manager

By: Lonnie V. Howard  
Name Typed or Printed  
Title: President

Address for giving notices:

Address for giving notices:

Beach Road Golf Estates CDD  
c/o Wrathell Hunt & Associates LLC  
9220 Bonita Beach Road  
Bonita Springs, FL 34135  
Phone: (239)-498-9020  
Email adamsc@whhassociates.com

Johnson Engineering, Inc.  
Post Office Box 1550  
Fort Myers, Florida 33902-1550  
Phone: (239) 334-0046  
Email: lhoward@johnsoneng.com

ATTEST:

Secretary

(IF CORPORATION, AFFIX CORPORATE SEAL)

**OR**

State of \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Notary Public  
Name typed, printed, or stamped (Seal)

\_\_\_\_ Personally Known OR

\_\_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_

## Exhibit A

Exhibit A consisting of two (2) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated \_\_\_\_\_.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:  
OWNER \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### **SCOPE OF SERVICES**

---

#### **PROFESSIONAL SERVICES OF THE CONSULTANT:**

OWNER has requested the professional services of the CONSULTANT to prepare photometric plans and assist with the associated Limited Review Development Order (LDO) based on the following understanding:

#### **TASK 1 – PHOTOMETRIC PLANS**

- Project Location is East Bonita Beach Road from Vincent Road to the Bonita National Golf and Country Club roundabout (PROJECT BOUNDARY).
- CONSULTANT shall create an AutoCAD base file within the PROJECT BOUNDARY.
- CONSULTANT shall prepare photometric plans for sidewalk streetlighting along the sidewalk on the south side of the road within the PROJECT BOUNDARY.
- Streetlights shall be Florida Power and Light (FPL) leased.
- The initial streetlight / pole selection shall be the Cooper Arbor 3,000K 4,173 lumen fixture with the FPL Catalog #2 15'6" black fiberglass pole.
- All existing streetlights and area roadway lights along the PROJECT BOUNDARY shall be removed as part of a separate project prior to the installation of the new streetlighting.
- The new streetlights will be placed in the same position as the previously proposed streetlights along the sidewalk on the south side of the roadway. Additionally, poles are anticipated to be added in between the proposed streetlights based on the revised photometric plans utilizing the newly selected fixtures and poles.

#### **TASK 2 – CITY of BONITA SPRINGS LDO**

- The CONSULTANT will assist the OWNER in preparing and submitting an LDO application package for the proposed project. This task includes preparing application documents required for the submittal of the LDO, coordinating their execution with OWNER, and submitting these documents, along with Photometric Plan and legal sketch and description, to the City of Bonita Springs. CONSULTANT shall review and respond to City comments during the application review period. Should any additional design or supporting documents be necessary to comply with any City of Bonita Spring review comments CONSULTANT shall negotiate a supplemental agreement with OWNER for these additional services. The OWNER will be responsible for the City of Bonita Springs LDO review Fee.

**TASK 3 – SURVEYING SERVICES (Tax Parcel ID: 02-48-26-B2-00001.1010)**

- The CONSULTANT shall prepare a legal description and sketch of the subject parcel based on the description attached and provide six (6) signed and sealed copies of the legal description and sketch to the OWNER.
- Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011)

EXHIBIT 'A'

**Property Data**  
 STRAP: 02-48-26-B2-00001.1010 Folio ID: 10573591  
Generated on 6/12/2023 8:08 AM

**Owner Of Record - Sole Owner** [\[Change Address\]](#)

BEACH ROAD GOLF ESTATES CDD  
 c/o WATKINS HART HUNT & ASSOCIATE  
 2300 GLADES RD STE 410W  
 BOCA RATON FL 33431

**Site Address**  
Site Address maintained by E911 Emergency Addressing

RIGHT OF WAY  
 BONITA SPRINGS FL

**Property Description**  
Do not use for legal documents!

PARL LYING IN NE 1/4 DESC IN PORT IN INST#2008000052873 AS  
 DESC IN INST #2015000230331

**Current Working Values**

**Just** 10,505

**Attributes**


Land Units Of Measure	AC
Units	21.01
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

[\[Tax Map Viewer\]](#) [\[View Comparables\]](#)



[\[Elevation Aerial Viewer\]](#)

**Image of Structure**



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**Exemptions / Classified Use (Current)**  
Generated on 6/12/2023 8:08 AM

**Exemptions / Classified Use (2022 Tax Roll)**  
Generated on 6/12/2023 8:08 AM

**Values (2022 Tax Roll)**  
Generated on 6/12/2023 8:08 AM

**Taxing Authorities**  
Generated on 6/12/2023 8:08 AM

**Sales / Transactions**  
Generated on 6/12/2023 8:08 AM

Sale Price	Date	DB Number	Type	Notes	View/Unapproved
2,340,070.00	10/16/2015	<a href="#">0215000230331</a>	03		V

[View Recorded Plat](#) / [View at Lee Clerk's Site](#)  
 Use the above link to view recorded plat information on the Lee County Clerk of Courts website.  
 Help safeguard your home against property fraud. Sign up for the Lee Clerk's free [Property Fraud Alert](#)!

**SUB-CONSULTANT SERVICES:**  
 Not applicable.

## Exhibit B

Exhibit B consisting of three (3) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated \_\_\_\_\_.

Initial:  
OWNER \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

### COMPENSATION

---

#### Definitions:

**Lump Sum (LS):** Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT'S services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

**Time and Materials (T&M):** For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached to this Exhibit B as Attachment No. 1. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

**Estimated Fees:** CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give OWNER written notice thereof. Promptly thereafter OWNER and CONSULTANT shall review the matter of compensation for such Services, and either OWNER shall accede to such compensation exceeding said estimated amounts or OWNER and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are completed. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before OWNER and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.



For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

<b>TASK</b>	<b>ITEM</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
1	Photometric Plans	\$ 7,750	LS
2	Assist Owner with LDO	\$ 2,900	LS
3	Surveying Services	\$ 2,500	LS
<b>TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:</b>		<b>\$13,150</b>	<b>LS</b>

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

<b>TASK</b>	<b>SUB-CONSULTANT</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
	N/A	-	-
<b>TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:</b>		<b>-</b>	<b>-</b>

For reimbursable expenses of CONSULTANT, the OWNER shall compensate the CONSULTANT as follows:

<b>REIMBURSABLE EXPENSES</b>	<b>AMOUNT</b> (Estimated if T&M)	<b>FEE TYPE</b> (LS; T&M)
Courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project.	-	-
<b>TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES:</b>	<b>-</b>	<b>-</b>

<b>TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS &amp; REIMBURSABLE EXPENSES:</b>	<b>\$13,150</b>	<b>LS</b>
---	-----------------	-----------



**PROFESSIONAL SERVICES**

**HOURLY RATE SCHEDULE**

August 9, 2022

**Professional**

9	\$300
8	\$245
7	\$225
6	\$200
5	\$175
4	\$160
3	\$150
2	\$125
1	\$115

**Technician**

6	\$165
5	\$140
4	\$120
3	\$100
2	\$80
1	\$70

**Administrative**

3	\$95
2	\$85
1	\$70

**Field Crew**

4-Person	\$245
3-Person	\$210
2-Person	\$165

**Field Equipment**

*Field Equipment on Separate Schedule*

**Expert Witness** \$400

**Reimbursable Expenses and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection**

**(CEI) Services**

CEI Services Manager	\$185
CEI Senior Project Administrator	\$165
CEI Project Administrator	\$150
Contract Support Specialist	\$125
Senior Inspector	\$115
CEI Inspector III	\$105
CEI Inspector II	\$95
CEI Inspector I	\$85
Compliance Specialist	\$95
CEI Inspector's Aide	\$70

**Exhibit D**

Exhibit D consisting of one (1) page(s) referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated \_\_\_\_\_.

Initial:  
OWNER \_\_\_\_\_  
CONSULTANT \_\_\_\_\_

**SPECIAL PROVISIONS**

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**PUBLIC RECORDS AND USE OF DOCUMENTS**

All documents, including, but not limited to, drawings, specifications, electronic data files, correspondence, and contracts, as instruments of service are public records and shall be treated as such in accordance with Florida law. As required under Section 119.0701, Florida Statutes, all Contractors acting on the behalf of the District, including the Engineer, must comply with the public records laws, specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the contracted services; (b) upon request of the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and (d) upon completion of the contract, keep and maintain all public records required by the District to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, VIA EMAIL AT [Info@BeachRoadGolfEstatesCDD.net](mailto:Info@BeachRoadGolfEstatesCDD.net) OR BY MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**7A**

# GulfScapes

Landscape Management Services

A Comprehensive

**Landscape Maintenance  
Agreement & Proposal**

For:

**Beach Road Golf Estates CDD**

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July 18, 2023

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# GulfScapes

Landscape Management Services

July 18, 2023

Dear Mr. Willies

Thank you for the opportunity to propose our Landscape Management services program for your parcels at **Beach Road Golf Estates CDD Bonita Springs, FL**. After you have a chance to review, we would appreciate the opportunity to meet with you to discuss and customize our services to accommodate any budgetary targets that may be in place.

GulfScapes Landscape Management Services is a comprehensive commercial landscape management service company, offering horticultural services including: landscape maintenance, plant health care, turf treatments, landscape enhancements, new landscape installations and arbor care. In the commercial landscape industry, we provide highly professional services delivered by our dedicated staff that is committed to the specific landscape needs of your property.

Included with this proposal are a few of our company programs that we utilize to ensure we are serving as a business partner, allowing your landscape to help meet yours and your companies' goals and objectives. As a partner, we focus on working within any budgetary constraints, helping to establish your marketing and branding initiatives and concentrating on value-added services to maximize dollars spent on landscape services. Our goal is to help you maintain the investment in your landscape, while constantly expanding the beauty and value of your property. Our approach is done with the full knowledge that your landscape makes a first impression on you and any visitors to your property. *Our service will bring out the best in your landscape allowing the horticultural aspect of your property to add value.*

We hope that our proposal below outlines how we can help you meet your business goals. If you have any questions or would like to discuss any aspect of this proposal, please feel free to contact me any time. Thank you for considering our company. We look forward to becoming your landscape professionals.

Sincerely,

Chuck Tenley

Operations Vice President

Cell Phone: (239) 823-1254

[ctenley@gulfscapeslandscape.com](mailto:ctenley@gulfscapeslandscape.com)

## ***Our Support Plan***

### **Meet the Team:**

***Throughout the season your landscape will be inspected by several layers of management that start at our office to the owner staff level of management. Our commitment to you is to strive to improve your landscape and service with every visit.***

#### **Management**

**Mark Grimes**, President of GulfScapes, has a total of 31 years of experience in the landscape management, irrigation management and landscape installation industry, including 16 years in Southwest Florida. Mark attended college for horticulture in Mesa, AZ, followed with professional experience in Scottsdale, AZ; Las Vegas, NV; and Southwest Florida, providing a well-rounded background in the green industry. Prior to owning GulfScapes, Mark was the South Florida Region Manager for the nation's largest landscape management company. Throughout his career, Mark has been involved with the management of many award-winning projects, including several large master planned communities across the country exceeding one million dollars in contract value. Passionate about landscaping and the green industry, Mark and his GulfScapes' team are dedicated to providing the best landscape management services in Southwest Florida.

**Chuck Tenley** is GulfScapes' Vice President of Operations for over Six years. He has been serving Southwest Florida since 1995. His diligence to customer satisfaction, attention to detail, and passion of horticulture is apparent. Chuck was awarded and ranked the highest sales representative of the year for most of his career working for one of the largest National Landscape companies in the United States. Chuck is knowledgeable in his field and has extensive training from the University of Florida's Institute of Agricultural Sciences and the Environmental Protection Agency. He is certified for the Best Management Practices in the Florida Green Industries. He has an enormous amount of experience working with High-end, High-rise Condominiums and Large Communities of contract values in excess of a million dollars. His expertise involving working with large homeowner associations, management companies and individual homeowners set him apart from the rest. Chuck is genuine, trustworthy and always focused on his customer's best interest. Chuck is a great asset and addition to our GulfScapes team.

**Mike Barrow** is one of our Area managers, he has been in the greens industry for over **31** years. He has an extensive agronomic and horticulture background in diagnosing, management, installations, and irrigation management from small residential properties to large, high end commercial communities. **Mike holds our Certifications as a State Pest Control Operator, FNGLA horticultural professional and State Best Management Practices.** Mike also oversees our chemical / fertility division which we do **in house**, this allows us to have total control of our services and be more proactive when it comes to customer service. He is dedicated, customer service oriented with a strong proactive philosophy.

#### **Operations**

**SITE SUPERVISOR** – Directly responsible for the overseeing your property , as well as quality control of services rendered. The site supervisor has years of experience in the landscaping industry both in the field and as a manager. With that, he brings the knowledge and skill necessary to provide you with the best service possible.

**FIELD TEAMS (FOREMEN/CREWMEMBERS)** – The GulfScapes team prides itself with the level of practical experience and tenure in the industry displayed by its field associates. Our Foremen average over (10) years of experience overseeing field crews for daily operations and project execution. We also integrate a strong training module for each of our field associates, offering practical field training for each seasonal service offered by our team.

**Office Manager** – Brenda Grimes has 15 years of experience as an office manager and customer service representative in the landscape and construction industries. As office manager, Brenda manages all daily functions of the office, including accounts payable, accounts receivable and payroll.



## Field Employee Sourcing

At GulfScapes, we understand the sensitivities associated with utilizing contracted employees' facilities operations on our properties. Below are some highlights of how considerate we are of how our employees impact your businesses:

### **EMPLOYEE SCREENING**

All employees must pass the following:

- ✓ Background Check
- ✓ Pre-employment/On-demand Drug Screen
- ✓ DMV Check
- ✓ Social Security/Identity Check
- ✓ Comprehensive Safety Training program

### **OPERATIONAL BEST PRACTICES**

- ✓ **Safety First:** Safety comes first and foremost in our company and is exemplified by our OSHA records and EMR scores. Employees must be in UNIFORM and use proper safety equipment: Steel-toe boots, safety vests, safety glasses and earplugs at a minimum. We also incorporate other personal, protective equipment for the right tools (e.g. chaps, hard hats, etc.) all without exception. We conduct weekly tailgate safety training sessions for each and every crew. We also incorporate all safety programs for the work we conduct (Fall Protection, HazCom, Work Protection Zone, etc.). All of this is monitored weekly with Field Safety Reviews conducted on site by management.
- ✓ **Operations Training:** All of our field employees receive on-going training on equipment use as well as our company Standard Operating Procedures (SOP) for each service we conduct. These training programs are refreshed annually as well. This permits us to ensure quality and drive efficiency, thereby allowing us to maximize the value of dollars spent on landscape services by our clients. Our SOP is available for review as well to each and every client.

## ***Driving Results – Programs for Success***

### **What separates GulfScapes from the competition?**

**OPERATION MANAGEMENT:** As a way to drive value-added services and maximize dollars spent, we have developed a strong management program so that every dollar spent on services rendered brings value to your business or community.

✓ **Field Sequencing and Operational Planning**

Utilizing property maps, we sequence the operations on each property so that we can maximize efficiencies and, again, allow us to offer the best value-added services for funds available for landscape services.

**COMMUNICATIONS:** In addition to having the support of a dedicated Site Manager and the account management support mentioned in the previous section, we have a **Streamlined-Proactive Communication** model which utilized the following programs; these ensure that we are meeting every communication need of our clients and develop a result-driven, problem resolution program:

✓ **Monthly/Weekly Visits**

Our Site Managers are equipped with iPhone services for 24/7 access via phone and e-mail. Site Supervisor visits are scheduled to what meets your needs. We will provide monthly or weekly dates to walk your site.

**QUALITY ASSURANCE:** In today's economic environment, costs are more important than ever. As a service provider, we understand how the value of dollars spent is very important to everyone who utilizes landscape services. We also understand that our services are primarily valued-based on aesthetics, which is not easily measured in metrics. Therefore, we've developed the following systems to allow us to confidently ensure quality for each service delivered within our work scopes.

✓ **Landscape Quality Audit**

LQA is a report system to ensure quality control and client satisfaction of the services performed. These can be done in concert with a walkthrough or by the Owner alone, whichever is more convenient for the client. These are then entered into our system after completed, and the information is communicated to each client to ensure that we are addressing concerns before they grow.

**COMPETITIVE PRICES:** More than ever, businesses in all industries must be competitive to remain affordable. Below are a few of the ways that GulfScapes has been able to provide pricing that is not just competitive, but maximizes funds for landscaping so that quality standards are met or exceeded.

✓ **Vendor Partnering**

GulfScapes has developed strong relationships with our local vendors. Due to our buying power, we can pass along savings benefits to our clients to better ensure that we are offering competitive pricing and still reaching quality standards expected of us.

✓ **Comprehensive Landscape Company**

With our internal capabilities to carry out all phases of landscape maintenance, design-build, water management, tree care and enhancements, we are truly a one-stop shop for our clients. This minimizes trivial fees often associated with having multiple contractors providing portions of services that are interrelated.

## ***Performance and Experience***

### **Who Else Relies on GulfScapes for Their Landscape Needs?**

**LOCAL PROFESSIONAL REFERENCES: GulfScapes** has an extensive portfolio of properties in the Southwest Florida area including:

- ✓ **Traditions Homeowners and Condominium Associations at Grey Oaks (6 year)**
- ✓ **Fiddler's Creek Community Development District, 30 Acres (5 years)**
- ✓ **The Hole In The Wall Country Club (6 years)**
- ✓ **The Villages on Venetian Bay (Lutgert Group) (12 years)**
- ✓ **Esperia at Bonita Bay (4 years) Deanne Smith 239-498-7541**
- ✓ **River Hall Community Development District, 15 Acres (6 Year)**
- ✓ **Torino Homeowners Association At Grey Oaks Ken Bloom 239-580-8844 (4 year)**
- ✓ **The Mews Homeowners Association at Grey Oaks Mr. Huber 239-272-1295 (4 year)**



**The Estuary at Grey Oaks  
Richard Remero 239-262-0520**



**Traditions at Grey Oaks  
Les Krupp, 239-280-0327**



**River Hall Community  
Development District  
Cleo Adams, 989-2939**



**The Regent,  
Lucie Gascon, 434-6404**



**The Hole In The Wall Golf Club,  
Nick Sabatino, 561-779-9178**



**Fiddler's Creek CDD #2,  
Cleo Adams, 989-2939**

January 18, 2016

Mr. Chuck Tenley, Gulfscapes Landscape Service

PO Box 8122

Naples, Florida

Ref: Letter of Recommendation

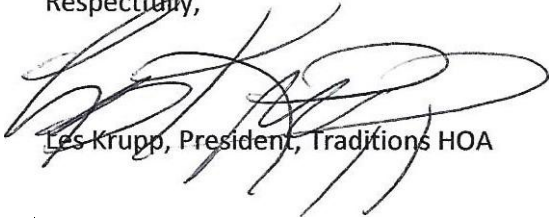
Dear Mr. Tenley

It is with great pleasure that I take in writing this letter of the outstanding service you have provided our Traditions HOA. Having previously been under contract with another Landscape Company, it has in fact been " A NIGHT AND DAY DIFFERENCE" in the quality, efficiency, professionalism and prompt service that has been provided to our HOA. More importantly, our home owners have been very appreciative of the individual communication and help provided to them with their landscape questions and problems.

As President of the Traditions HOA, I cannot begin to emphasize how important it is to have such a great Landscape service that has made our Community outstanding in appearance and quality. We recently experienced a resident selling their home for a very substantial gain which I feel has much to do with the superior appearance of our individual residences and common ground areas.

In closing, I strongly recommend Gulfscapes Landscape Service without hesitation and hope you to may experience their outstanding service. If in need of further confirmation, please feel free to contact me at 239-280-0327.

Respectfully,

A handwritten signature in black ink, appearing to read 'Les Krupp', is written over the typed name. The signature is fluid and cursive, with a large loop at the end.

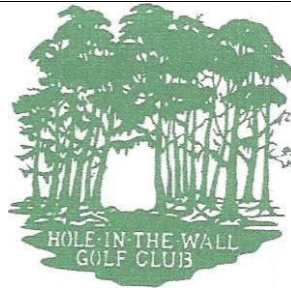
Les Krupp, President, Traditions HOA

To whom it may Concern,

As the Chairman of the Tierra Mar Landscape Committee, I am pleased to offer this recommendation for the professionalism and care demonstrated by Gulfscape Landscape Management Services. Tierra Mar has used the services of this company for over ten (10) years. The owner, Mark Grimes, has been most responsive to the needs of the community throughout this period of time. He assigned his Vice President, Chuck Tenley, to be our immediate contact person. Chuck meets with the committee members on a monthly basis to review the premises and he provides a written report of the findings and instructs the crew to remedy any areas of deficiency.

A handwritten signature in cursive script that reads "Rosemary C. Coyne".

Rosemary C. Coyne  
500 Tierra Mar Lane East



3600 Goodlette Road N. • Naples, Florida 34103

April 9, 2014

To whom it may concern

In 2013, Hole in the Wall Golf Club made the decision to outsource the landscape maintenance of our frontage and clubhouse area for the first time in the club's history. After meeting with several landscape companies, we chose GulfScapes as our landscape provider due to their detailed bid package, competitive pricing and their willingness to listen and address our specific concerns and needs in their proposal.

Since taking over in October of 2013, GulfScapes has exceeded our expectations. Mark Grimes and his team have worked hard to improve the landscaping along our frontage as well as continuing to maintain the clubhouse area to the high standards our members are accustomed to and expect. In addition, GulfScapes has done a great job of adjusting their schedules to minimize the impact of their duties to our members and players during the busy winter season.

The decision to outsource our landscape maintenance was not an easy one for our members. But since bringing GulfScapes on board, I have received nothing but positive feedback from our general membership and board members. As the Golf Superintendent I have found them to be a pleasure to work with, willing to take input regarding the maintenance of the Celebration Bermuda turf as well as presenting recommendations to us for improving the landscape. My Assistant Golf Course Superintendent and I have a consistent open line of communication with the GulfScapes management team, and they are always responsive to our needs and requests.

I confidently recommend GulfScapes as your landscape service provider. If I can provide any further information regarding GulfScapes, please feel free to contact me.

Sincerely,

Russell A. Geiger, C.G.C.S.  
Hole in the Wall Golf Club  
3600 Goodlette Road North  
Naples, Florida 34103  
239.571.4619  
[Russ.geiger@holeinthewallgolf.org](mailto:Russ.geiger@holeinthewallgolf.org)



**Wratbell, Hart, Hunt and Associates, LLC**  
*Building client relationships one step at a time...*

Craig A. Wratbell  
*Managing Partner*

John P. Hart  
*Partner*

Philip G. Hunt Jr.  
*Partner*

Cleo Crismond  
Assistant Regional Manager  
9220 Bonita Beach Rd., Suite #214  
Bonita Springs, FL 34135

Dear GulfScapes:

It has been a pleasure to work with such a great team as GulfScapes over the past several years. From the field management to the ownership, everyone has been very professional, efficient, as well as very responsive at all times, seven days per week.

Mark and his staff have gone out of their way on numerous occasions to make our clients happy. We appreciate the "ownership attitude" from the managers as well as their employees.

I can confidently recommend GulfScapes as your landscaping service provider. If I may provide you with any further information in your consideration, please feel free to contact me.

Sincerely,

Cleo Crismond  
Assistant Regional Manager  
239-989-2939



September 3, 2017

John O'Flaherty  
President, Tradition, The Coach Homes at Grey Oaks HOA  
2314 Tradition Way # 102  
Naples, FL 34105

I am writing this letter to recommend GulfScapes Landscape Management Services for your landscape needs. I am president of the Traditions Coach Homes Homeowners Association. Our neighborhood has 15 four-unit buildings and 2 pool facilities and is part of the Grey Oaks community. Grey Oaks is well known for their horticultural focus and maintaining a vibrant landscape is part of our culture. My board is responsible for hiring and directing landscape services.

When the community was turned over to the association 2½ years ago the board felt that our landscape maintenance was adequate but not at a high enough level for a Grey Oaks neighborhood. We consulted with the head of Grey Oaks Landscape Management and she recommended GulfScapes. We made the switch and are very pleased.

GulfScapes provides exceptional service for several reasons:

- **Management:** Our management contact is Chuck Tenley. He is readily available, proactive and knowledgeable. We have established a strong business relationship, he understands our priorities and guidelines and he is an excellent communicator. We conduct regular walking tours of the neighborhood and develop priorities and timetables. It works well.
- **Fertilization/applications:** Mike Barrow has specialized training with fertilization, insecticides and herbicides. Recently, he recognized early infestation of white fly. We immediately addressed the situation and prevented a potential major problem. We have also jointly developed a palm tree maintenance program that has stemmed issues from this year's erratic weather.
- **Crew Specialization:** GulfScapes has different crews for mowing and trimming. Consequently the crews learn the nuances of the neighborhood and are efficient and capable. Specifically, the trim group has made a huge difference. Our plant material is healthier and more attractive because of their expertise.
- **Professionalism:** They get it done right the first time and on schedule.

I highly recommend GulfScapes. If you have any questions or would like more information, you can contact me at 404-680-1172 or at [johnhoabiz@gmail.com](mailto:johnhoabiz@gmail.com).

Sincerely,  
John O'Flaherty  
*JJ O'Flaherty*  
President, Traditions The Coach Homes at Grey Oaks



E S P E R I A  
*at Bonita Bay*

September 15, 2015

Chuck Tenley  
Gulfscapes Landscape Management Service  
PO Box 8122  
Naples, FL

Re: Letter of Recommendation

Dear Chuck,

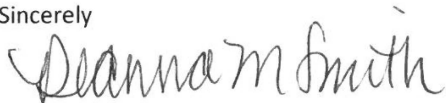
I completely recommend Gulfscapes Landscape Management Service for all your landscaping needs. We have been using their services for several years now, and we have never been disappointed in either the quality of work or the amount we've paid.

Esperia's residents have continually commented on the appearance of our grounds since Gulfscapes Landscape Management Service has been taking care of our property. The grass has never been so lush and the trees so healthy.

Chuck Tenley and his team are dedicated and professional, and are not interested in doing something simply as they can charge for it. Instead, they work carefully with you, and together you decide on the best approach for your property. This is how a business like this should be run.

I therefore highly recommend Gulfscapes Landscape Management Service without reservation. I sincerely hope you get to experience their wonderful work and customer service like we do. If you need further information, please do not hesitate to contact me at 239-498-7541.

Sincerely



Deanna M. Smith, CAM  
Association Manager

4951 Bonita Bay Blvd. Bonita Springs, FL 34134  
Phone: (239) 498-7541 - Fax: (239) 498-7561

# GulfScapes

## Landscape Management Services

### EXHIBIT A

## SCOPE OF WORK AND SERVICES PERFORMED

### HORTICULTURAL SERVICE SPECIFICATIONS

#### TURF CARE

##### **Mowing**

St Augustine Grass will be mowed at 3 ½ inches every week during the months of March – November and every other week in the months of December – February. **Avoid blowing grass at windows, walls, signs, planting beds, etc.** The mowing operation includes trimming around all obstacles, raking excessive grass clippings and removing debris from walks, curbs and parking areas. Grass clippings will be kept out of beds and tree wells. Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance.

##### **Edging**

Edging of all sidewalks, curbs and other paved areas shall be performed after every mowing. Debris from edging operations shall be removed and areas swept or blown clean.

##### **Litter Cleanup**

Prior to each mowing, all reasonable trash, sticks and other unwanted debris should be removed from lawns, plant beds and paved areas.

##### **Turf Fertilization – Fertilization will be applied 4 times a year**

As recommended by the State of Florida for St Augustine sod, your turf will receive five (5) pounds of **Nitrogen** per year. This will be accomplished by using a granular slow release fertilizer with either a broadleaf weed control or an insect and disease component incorporated into it. **The weed, insect and disease** control applications will also be performed 12 times a year. The design and timely applications of these applications will promote a strong and vibrant turf, practically weed/insect and disease free. **All judicious use of pesticide applications will be made in accordance with Federal and State requirements under the supervision of a Certified Pesticide Applicator.**

#### ORNAMENTAL PLANT CARE

##### **Pruning Shrubs and Groundcover**

Shrubbery, which requires shearing to maintain a formal appearance, will be sheared **12** times or as required throughout the growing season. Flowering shrubs shall be selectively hand pruned after blooming. Spring cut-back pruning of shrubs will take place in the spring (May or June). Groundcovers shall be edged and pruned as needed to contain them within their borders. Standard pruning practices will be observed and all resulting debris will be removed.

##### **Pruning Trees**

Pruning of deciduous trees will be done during the times that are horticulturally sound. This includes trees under 14 ft. in height. Pruning will include removal of newly forming crossing branches or new growth not consistent with standard form, general thinning for good light penetration and air circulation and dead or diseased branches. Subsequently, pruning of suckers, water sprouts and low hanging branches will be performed during our regular visits. All pruning cuts shall be made to the lateral branches, buds, or flush with the trunk. Stubbing will not be permitted. All debris will be removed from the site. Any pruning above this level, such canopy as lightening and corrective pruning, will be performed at an additional cost.

**Palm Pruning/ Tree trimming**

All palms 14 ft. and under will be trimmed monthly and as needed throughout this contract. Trees lifted once a year

**Tree & Shrub and Palms Fertilization and Pest Management**

Ornamental plant material that receives proper plant health care (fertilization, water and maintenance) is best adapted to tolerate key pests and diseases. Therefore, GulfScapes' approach to pest management incorporates sound plant health care practices as defined in this scope of work, in combination with Integrated Pest Management (IPM) 12 visit a year. Ornamental beds will be **fertilized 3 three times a year**

**GulfScapes** shall be responsible for the detection, monitoring and control of plant-damaging insects on plants. The Contractor shall be aware of the potential pests and shall make regular inspections of the plant material and treat as necessary on a regular monitoring program in accordance with the principles of IPM. The goal in the Tree and Shrub Insect and Disease IPM program is to limit damage done to landscape plants by utilizing Targeted Pest Management. In this way, plants subject to problems are targeted, inspected and, when necessary, treated.

**Bed Area Weed Control**

Beds and tree wells will be weeded on a continuous basis throughout the growing season to maintain a neat appearance at all times. This will be performed through the use of pre-emergent and post-emergent herbicides as well as hand weeding. Chemicals will be used according to product label. **Pavers and sidewalks will also be sprayed.**

**IRRIGATION SYSTEMS MANAGEMENT 12 regular visits a year)**

GulfScapes proposes to furnish all labor, tools, materials, equipment and insurance to provide complete landscape irrigation system management for the above referenced project as specified herein:

**Initial Inspection**

**In the first 30 days** of the contract, turn on all water supplies and inspect piping systems for leaks on each zones; inspect all controllers for proper operation; program the controller based on the weather, types and locations of plant material; perform complete system inspection and submit a report to the Owners detailing the results along with any repairs or improvements needed. Repairs and improvements can be conducted at additional cost to Management and billed separately.

**Preventative Maintenance Inspection**

GulfScapes will perform monthly maintenance inspections of the entire irrigation system. Specifications include, but are not limited to the following:

1. Activate and inspect each zone.
2. Visually inspect pipes for leaks.
3. Adjust and clean sprinkler heads as needed.
4. Inspect and fix heads needing repairs or replacement.
5. Inspect all valves and valve boxes and report any needing replacement.
6. Manage all components of the irrigation system and insure proper irrigation times and allowances are being maintained.
7. **Repairs that become necessary**, that are over and above the routine maintenance, will be done on a time and material basis (\$65.00 per hour). Service calls required between scheduled visits will be billed on a time and material basis.

***Landscape Management***  
***Basic Service Horticultural Service Frequencies Included***  
*Exhibit B*

<u>Basic Maintenance Services</u>	<u>Frequency</u>
Turf	
Mowing Turf	38
Hard Edging	38
Soft Edging	19
Weed eating	38
Blowing	52
Turf Fertilization	4
Insect, weed and disease controls	12
Shrubs /Hedges/Ground Cover	
Pruning /Shearing	12
Bed Weed Control	12
Shrub Fertilization	3
Shrub Insect and disease control	12
Tree /Palms	
Tree Trimming (Trim up to 14 ft.)	12
Tree / Palms Fertilization	3
Tree/Palm Insect and disease control	12
Lift Hardwoods	1
Trim Sylvester's Palms	1
Irrigation checks	12

# GulfScapes

Landscape Management Services

## PRICING AND CONTRACT OFFERED

### GulfScapes Landscape Management Services LANDSCAPE MANAGEMENT SERVICE AGREEMENT

Customer Name: Beach Road Gulf Estates CDD

Service Address: Bonita Beach Rd, Bonita Springs Fl

Property Owner: \_\_\_\_\_

Service Contact: Shane Willies

Billing Address: \_\_\_\_\_

Billing Contact: \_\_\_\_\_

Date Submitted: July 18, 2023

GulfScapes Billing: P.O. Box 8122, Naples, FL 34101

Telephone No.: (239) 455-4911

E-Mail ctenley@gulfscapeslandscape.com

#### TERMS AND CONDITIONS

This Landscape Management Service Agreement (the "Agreement") is entered into by and between **Beach Road Golf Estates CDD, Bonita Springs, FL** "Customer", for and, "**GulfScapes**". In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **SERVICES AND PRICING.**

(a) GulfScapes agrees to perform the landscape management services noted and priced on the Full-Service Landscape Maintenance and Irrigation Service Specifications and incorporated herein in its entirety unless stated otherwise. Unless specifically included in the Full-Service Landscape Maintenance and Irrigation Service Specifications, any applicable taxes will be added to the attached pricing.

(b) GulfScapes shall furnish all supplies, equipment and/or materials necessary to perform the services described on Full-Service Landscape Maintenance and Irrigation Service Specifications.

2. **ADDITIONAL SERVICES.**

(a) Services performed and/or materials delivered at the request of the customer, which are not specifically covered in the Full-Service Landscape Maintenance and Irrigation Service Specifications or that result from changes in the size or physical condition of the site, will be deemed "Additional Services" and billed separately.

(b) Service calls for any reason other than deficiencies in GulfScapes' service will be billed on a time and material basis.

3. **TERM.** This Agreement is for a **Two (2)** year period, beginning \_\_\_\_\_ and shall be automatically renewed for successive equal periods, unless terminated by either party by not less than thirty (30) days written notice to the other party.

4. **PAYMENT.**

(a) In consideration for the Contractor's performance described herein, Owner agrees to pay Contractor an annual sum of **(\$45,880.00)** and a monthly billing of **(\$3,824.00)**

(b) Payment is due upon receipt of invoice. Invoices shall be sent on or about the first day of each month for that month's services and will be due by the end of that month. In the event that there is a reasonable factual basis where charges are in dispute, all charges not in dispute shall be promptly paid and the parties shall seek in good faith to resolve any amount in dispute. If GulfScapes does not receive a payment for any reason within thirty (30) days after the date it is due, GulfScapes shall have the right, upon thirty (30) days' written notice to the Customer and/or Property Owner, to (1) cease all work, or (2) terminate this Agreement, or both, if the balance due remains open thirty (30) days past the due date.

(c) A late fee equal to the lesser of 1.5% per month (18% APR), or the maximum interest rate allowed by law, will be charged on all outstanding balances aged thirty (30) days or more.

(d) A service charge of \$25 will be charged for any returned check.

(e) Customer and/or Property Owner represents and warrants that it is financially able to perform the terms and conditions of the Agreement. In the event, for any reason, the Customer and/or Property Owner is unable to perform its obligations under this Agreement, then GulfScapes may exercise any remedy it has at the sole cost and expense of Customer and/or Property Owner.

5. **RATE ADJUSTMENTS.** Because green waste disposal, plant material and/or fuel costs constitute a significant portion of costs of GulfScapes services provided hereunder, GulfScapes may increase the rates hereunder at the time of renewal. Approximately sixty (60) days prior to each renewal, Contractor may send Owner notification of renewal and a price adjustment. If the Owner does not object in writing within 30 days of the date of the notification of price adjustment, then the renewal of this Agreement shall include the price adjustment. If the Owner objects to the notification of price adjustment in writing within 30 days of the date of notice, then Contractor has the option to either (i) renew the Agreement without the price adjustment or (ii) terminate the Agreement.

6. **MINOR REPAIRS.** GulfScapes is authorized to perform up to **\$700.00** worth of repairs without prior approval for repairs that become necessary, which are over and above GulfScapes obligations in this Agreement (routine maintenance).

7. **NOTIFICATION AND REPAIR OF DEFICIENT WORK.** If Owner believes Contractor is providing deficient work, Owner agrees to notify Contractor of deficiencies, in writing, within 30 days of said occurrence. If written notice is not received by Contractor within 30 days, Owner knew or should have known of the deficiencies, Owner agrees to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement. Upon such notification, Contractor agrees to rectify deficiencies within 14 days. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.

8. **INSOLVENCY.** Should Customer, Property Owner or GulfScapes become insolvent, file for protection under the United States Bankruptcy Code, whether voluntarily or involuntarily, make an assignment for the benefit of creditors, or become the beneficiary of an appointed receivership (collectively, "become insolvent"), it is agreed that the insolvent party shall immediately so notify the other parties in writing. Within ten (10) business days after receipt of such notice, the insolvent party will provide the other parties to this Agreement adequate assurance of future performance under this Agreement and cure any breach of this Agreement by the insolvent party. If the insolvent party fails to comply with the preceding sentence, the other parties shall have the option to immediately terminate or reject this Agreement. The insolvent party agrees that should this Agreement be rejected and/or terminated, the insolvent party will cooperate fully with the other parties through appropriate legal proceedings or otherwise to reject and/or terminate this contract, and the insolvent party will take no action which would impede the efforts of the other parties to have this agreement rejected or terminated.

9. **RELATIONSHIP OF PARTIES.** The parties acknowledge and agree that GulfScapes is an independent contractor and not a servant, employee or agent of Customer or Property Owner and that this Agreement shall not be construed to create a partnership or joint venture between the parties.

10. **ASSIGNMENT AND ASSUMPTION.**

(a) Neither Customer nor Property Owner shall assign its rights and/or obligations under this Agreement without thirty (30) day prior written notice to GulfScapes. Upon such notification, GulfScapes shall be immediately relieved of performance under this Agreement unless the remaining rights and obligations of Customer or Property Owner are specifically assumed, in writing, by such new customer or new property owner ("Assignee") and GulfScapes, in its sole discretion, approves the credit worthiness of such Assignee.

(b) GulfScapes may subcontract any portion of this Agreement to a qualified third party, which shall be bound by the terms and conditions of this Agreement.

11. **AGREEMENTS CONCERNING EMPLOYEES OF A PARTY.**

(a) During the term of this Agreement, and for a period of one year thereafter, neither party will call upon any employee of the other party or persons who were employees of the other within the then previous twelve months to employ, hire or otherwise interfere with the contractual relationships of such employees without the prior written approval of the other party; nor will either party directly or indirectly, for itself or on behalf of or in connection with any other persons, firm, partnership, corporation, association or facility, solicit, hire, employ or take away any such employee from the other party. The parties agree that this provision is for the protection of their respective legitimate business interests and is not intended to restrict the employment rights of individuals.

(b) If either party breaches the above covenant, the offended party shall have the right, in addition to any other rights set forth herein, to apply to a court of competent jurisdiction for an injunction to restrain the offending party from employing such employee and for an order to enforce the terms of this section so breached. And the offending party shall be liable to the offended party for all reasonable attorneys' fees, costs and expenses incurred by it to enforce the covenant.

12. **INDEMNIFICATION.**

(a) GulfScapes shall be responsible for direct damages caused in the provision of services under this Agreement.

(b) GulfScapes is not responsible for any personal or property damage caused by others, including damage resulting from the improper installation or maintenance of plants and/or equipment by others.

(c) GulfScapes is not responsible for damages caused by vandalism, hail, theft, wind, inclement weather, labor strikes, supply, plants or equipment unavailability or other acts beyond its control. Any delay in work caused by such Force Majeure shall excuse GulfScapes from completing any of the services for a reasonable period of time, after which GulfScapes shall endeavor to complete said services.

(d) If damaged mature trees or shrubs require replacement (due to damage by GulfScapes or otherwise), Customer and Property Owner acknowledge that GulfScapes may replace such trees or shrubs with plant material of less than equal maturity due to the unavailability of mature trees or shrubs or the risk of surviving transplantation.

(e) Unless specifically set forth in this Agreement for services, GulfScapes shall not be responsible for inspecting the property for hazardous conditions.

(f) GulfScapes shall under no circumstances be responsible for, other than direct damages, whether incidental, consequential, special, and punitive or otherwise arising or resulting from the performance or nonperformance of any obligations under this Agreement.

13. **WARRANTY STATEMENT - INSTALLATION.** GulfScapes agrees to warrant that all material and equipment furnished under the contract will be of good quality and free from defects and that the work will conform to the requirements of the contract documents. Any plant and tree material installed will be warranted for one (1) year following completion of the work unless the replacement is due to actions or instructions by any person or entity other than GulfScapes or beyond GulfScapes' control (i.e., Acts of

God, but not limited to drought, flood, lightning, fire, etc.). GulfScapes shall correct such rejected work by replacement so long as notice is provided within one (1) year of completion of the work. During the one (1) year following completion, if GulfScapes is not notified of the deficiency, customer waives the rights to require correction or make a claim for breach of warranty.

14. **INSURANCE.** After contract is signed, GulfScapes shall carry workers' compensation, comprehensive general liability, and comprehensive automobile liability insurance in an amount not less than \$1,000,000.

15. **VENUE AND ATTORNEY'S FEES.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any suit shall be in the state or federal courts with jurisdiction over the county where GulfScapes is located. Should it become necessary for any party to this contract or any third party who is an incidental beneficiary to this Agreement to institute legal actions for enforcement of any provisions of this Contract, the prevailing party shall be entitled to all attorneys' fees, expenses, and costs incident to such legal action, including the cost of appeals.

16. **SEVERABILITY.** In the event that any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

17. **COMPLETE AGREEMENT.** This Agreement, and all Amendments and Exhibits hereto specifically signed and incorporated herein, constitute the entire Agreement between the parties and supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the services and the service address. By signing below, each party acknowledges that they have read and understand this Agreement and that no representation, inducement, promise or agreement, oral or otherwise, has been made by any party which is not embodied herein. This Agreement shall be construed objectively in light of its overall purpose, which is to provide the described services herein for compensation. Neither the source nor the authorship of this Agreement shall cause any other bias or presumption in the construction or interpretation of this Agreement. Other than agreed upon "Additional Services" or rate changes, any changes to the terms of this Agreement and its Amendments and Exhibits are not binding unless in writing, signed by the parties hereto.

**GulfScapes:**

By: \_\_\_\_\_  
Chuck Tenley, Vice President

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

**CUSTOMER:**

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

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

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

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



**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**7B**



**LANDSCAPE MANAGEMENT ANNUAL SCHEDULE**

**SERVICES**

**Maintenance Visits** - 42 Occ (Mowing, Edging, Weed Management, Clean Up)

**Maintenance Shrub Pruning** - As needed throughout year

**Chemical Weed Management** - Applied with each mowing service

**Tree Pruning** - 1 Occurrence

**Turf Health Care Program** (Fertilization Applications,  
Insect and Disease IPM) - 3 Occurrences

**Pine Straw** (225 Bails) - 2 Occurrences

**Irrigation Checks** - 12 Occurrences

<b>SUBTOTAL</b>	<b>\$34,692.00</b>
<b>SALES TAX</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$34,692.00</b>

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JUNE 30, 2023**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
BALANCE SHEET  
JUNE 30, 2023**

	General Fund	Debt Service Fund Series 2015	Capital Projects Fund Series 2015	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 194,365	\$ -	\$ -	\$ 194,365
Undeposited funds	7,803	-	-	7,803
Investments				
Revenue	-	1,488,432	-	1,488,432
Reserve	-	1,009,328	-	1,009,328
Sinking	-	200	-	200
Interest	-	346	-	346
Prepayment	-	15	-	15
Construction	-	-	663,461	663,461
Due from general fund	-	5,109	-	5,109
Due from capital projects fund	4,429	-	-	4,429
Due from other governments	6,186	-	-	6,186
Utility deposit	282	-	-	282
Total assets	<u>\$ 213,065</u>	<u>\$ 2,503,430</u>	<u>\$ 663,461</u>	<u>\$ 3,379,956</u>
<b>LIABILITIES</b>				
<b>Liabilities</b>				
Accounts payable	\$ 8,879	\$ -	\$ -	\$ 8,879
Developer advance	1,983	-	-	1,983
Accrued taxes payable	275	-	-	275
Due to debt service	5,109	-	-	5,109
Due to general fund	-	-	4,429	4,429
Total liabilities	<u>16,246</u>	<u>-</u>	<u>4,429</u>	<u>20,675</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	6,186	-	-	6,186
Total deferred inflows of resources	<u>6,186</u>	<u>-</u>	<u>-</u>	<u>6,186</u>
<b>FUND BALANCES</b>				
Restricted for:				
Debt service	-	2,503,430	-	2,503,430
Capital projects	-	-	659,032	659,032
Assigned				
Lake bank erosion repair	150,000	-	-	150,000
Unassigned	40,633	-	-	40,633
Total fund balances	<u>190,633</u>	<u>2,503,430</u>	<u>659,032</u>	<u>3,353,095</u>
Total liabilities and fund balances	<u>\$ 213,065</u>	<u>\$ 2,503,430</u>	<u>\$ 663,461</u>	<u>\$ 3,379,956</u>

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 599	\$ 234,633	267,803	88%
Intergovernmental: shared costs revenue	11,113	23,323	68,040	34%
Interest	2	21	-	N/A
Total revenues	<u>11,714</u>	<u>257,977</u>	<u>335,843</u>	77%
<b>EXPENDITURES</b>				
Supervisors	1,077	7,535	10,334	73%
Management/recording	3,333	30,000	40,000	75%
Financial accounting services	1,292	11,625	15,500	75%
Audit	4,400	4,400	4,500	98%
Dissemination agent	417	3,750	5,000	75%
Arbitrage rebate	-	500	500	100%
Trustee fees	-	9,651	10,850	89%
Legal	-	5,353	10,000	54%
Engineering	-	780	5,000	16%
Postage	126	1,210	750	161%
Printing & reproduction	83	750	1,000	75%
Legal advertising	-	275	1,000	28%
Annual district filing fee	-	175	175	100%
Insurance	-	6,784	7,100	96%
Other current charges	24	305	650	47%
ADA website maintenance	-	210	210	100%
Website	-	705	705	100%
Total professional & admin	<u>10,752</u>	<u>84,008</u>	<u>113,274</u>	74%
<b>Operations</b>				
Shared costs maintenance/monitoring	2,782	45,535	126,000	36%
On-site other contractual services	12,634	39,646	92,908	43%
Total operations	<u>15,416</u>	<u>85,181</u>	<u>218,908</u>	39%
<b>Other fees and charges</b>				
Property appraiser	-	1,459	1,459	100%
Tax collector	-	2,116	2,189	97%
Total other fees and charges	<u>-</u>	<u>3,575</u>	<u>3,648</u>	98%
Total expenditures	<u>26,168</u>	<u>172,764</u>	<u>335,830</u>	51%
Excess/(deficiency) of revenues over/(under) expenditures	(14,454)	85,213	13	
Fund balance - beginning	205,087	105,420	164,644	
Assigned				
Lake bank erosion repair <sup>1</sup>	150,000	150,000	150,000	
Unassigned	40,633	40,633	14,657	
Fund balance - ending	<u>\$ 190,633</u>	<u>\$ 190,633</u>	<u>\$ 164,657</u>	

<sup>1</sup>Intended to fund long term lake bank erosion repairs in District owned ponds.

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2015  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 5,109	\$ 1,981,937	\$ 1,995,030	99%
Interest	10,291	66,926	-	N/A
Total revenues	<u>15,400</u>	<u>2,048,863</u>	<u>1,995,030</u>	103%
<b>EXPENDITURES</b>				
Principal	-	620,000	620,000	100%
Principal prepayment	-	-	25,000	0%
Interest	-	1,361,735	1,361,118	100%
Total expenditures	<u>-</u>	<u>1,981,735</u>	<u>2,006,118</u>	99%
Excess/(deficiency) of revenues over/(under) expenditures	15,400	67,128	(11,088)	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out	-	(21,474)	-	N/A
Total other financing sources/(uses)	<u>-</u>	<u>(21,474)</u>	<u>-</u>	N/A
Net change in fund balances	15,400	45,654	(11,088)	
Fund balance - beginning	2,488,030	2,457,776	2,496,315	
Fund balance - ending	<u>\$ 2,503,430</u>	<u>\$ 2,503,430</u>	<u>\$ 2,485,227</u>	

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2015  
FOR THE PERIOD ENDED JUNE 30, 2023**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest	\$ 2,779	\$ 25,578
Total revenues	2,779	25,578
<b>EXPENDITURES</b>		
Capital outlay	7,210	321,745
Total expenditures	7,210	321,745
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers in	-	21,474
Total other financing sources/(uses)	-	21,474
Net increase/(decrease), fund balance	(4,431)	(274,693)
Beginning fund balance	663,463	933,725
Ending fund balance	\$ 659,032	\$ 659,032



**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

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

The Board of Supervisors of the Beach Road Golf Estates Community Development District held a Regular Meeting on July 17, 2023 at 1:00 p.m., at the Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse, 17671 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/94341134325> and telephonically at 1-305-224-1968, Meeting ID 943 4113 4325, for both.

**Present at the meeting were:**

Barry Kove	Chair
Daniel DiTommaso	Vice Chair
Joseph Grillo	Assistant Secretary
Timothy Vanderhyden (via phone/Zoom)	Assistant Secretary
Denise Kempf	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Shane Willis	Operations Manager
Greg Urbancic (via phone/Zoom)	District Counsel
Peter Serena	Troon-General Manager
Dave Underhill	District Engineer
Wendy Weber-Brunson	Bonita National/Community Association Manager
Tammy Campbell	McDirmitt Davis
Kristi Wadhams	HOA President/Resident

**Residents and/or members of the public present in person or via phone/Zoom were:**

Jim Werbeck	Mike Ciberey	Jeff Cutler	Barry Safranek	Cy Braveman
Other residents				

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Willis called the meeting to order at 1:00 p.m. He stated that there are 12 participants on Zoom. Roll call occurred during the Second Order of Business.

**SECOND ORDER OF BUSINESS**

**Chairman's Opening Comments**

44 Mr. Kove welcomed everyone and stated he will enforce the three-minute per person  
45 public comments limit. He and Staff provided updates on the following topics:

46 ➤ Weekly Project Update List: Complimented Mr. Willis on the new format.

47 ▪ **Roll Call**

48 It was noted that Supervisors Grillo, Kove, DiTommaso and Kempf were present. Mr.  
49 Vanderhyden attended via telephone.

50 ➤ Road Markings/Fire Hydrant: The project was to be part of the final lift project.  
51 Construction funds were to be used for these projects prior to closing out the construction  
52 account. Mr. Adams confirmed that this project was completed during the final lift and could be  
53 removed from the Operations Report.

54 ➤ Pedestrian Gate Project: The project is completed. Mr. Kove stated it is working great.  
55 He commended Mr. Willis and Ms. Weber-Brunson's efforts. He asked for Troon's weekly  
56 report notices address residents using white cards to activate the gate, on an ongoing basis.

57 Regarding the fence permit, Mr. Willis will confirm if it was closed and advise Ms.  
58 Weber-Brunson if it can be removed from the fence.

59 ➤ The Americans with Disabilities Act (ADA) black mats were installed and the project is  
60 completed. Mr. Willis will process the payment upon receiving the Change Order.

61 ➤ Regarding speed hump signage and replacing the damaged sign, Lykins-Signtek  
62 misplaced the order but will complete the work before the end of the month.

63 ➤ Aeration Systems/Wicklow and Hole #13: Mr. Willis reported on Superior's progress  
64 treating the lakes and returning some into compliance. This will be a timely process. The  
65 technician is addressing the compressor boxes noise levels on Galway and is expected on site  
66 this week to address additional complaints.

67 Discussion ensued regarding efforts to reduce the decibel levels that do not exceed the  
68 threshold and Superior collecting the HOA/resident's floating drainage pipes and leaving them  
69 on the owner's property at no charge. The owner must pay to have them re-installed.

70 ➤ Littoral Plantings: Due to existing conditions, EarthBalance deferred the project to  
71 September or October to ensure a 98% survival rate and chose other colorful plants. This will  
72 be an ongoing task for the CDD to address.

73 ➤ The erosion repair project on Foxrock Court was completed. Mr. Willis was asked to  
74 inspect the work after the meeting to determine if more grass is needed.

75

76 **THIRD ORDER OF BUSINESS**

**Public Comments (3 minutes per speaker)**

77  
78 No members of the public spoke.

79  
80 **FOURTH ORDER OF BUSINESS**

**Presentation of Audited Financial Statements for the Fiscal Year Ended September 30, 2022, Prepared by McDirmit Davis**

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84  
85 Ms. Campbell presented the Audited Financial Statements for the Fiscal Year Ended  
86 September 30, 2022 and noted the pertinent information, which included format changes  
87 based on new auditing standards. This CDD received an “Unmodified Audit Opinion”, which is  
88 the best type the CDD can receive. There were no findings, recommendations, deficiencies on  
89 internal control or instances of non-compliance; it was a clean audit.

90  
91 **FIFTH OF BUSINESS**

**Consideration of Resolution 2023-05, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2022**

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97 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, Resolution 2023-05, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2022, was adopted.**

100  
101  
102 **SIXTH ORDER OF BUSINESS**

**Consideration of Amendment to the Engineer’s Report**

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104  
105 This item was presented with the Seventh Order of Business.

106  
107 **SEVENTH ORDER OF BUSINESS**

**Consideration of Requisition to FPL for Bonita Beach Road Streetlighting Removal**

108  
109  
110 Mr. Adams advised that a call was held with Mr. Sanford, the CDD’s Bond Counsel, and  
111 other key parties to discuss using construction funds to pay Florida Power & Light (FPL) for the  
112 streetlighting project. Mr. Sandford advised that it can be done but the Engineer’s Report must  
113 be modified to add specific language for the streetlighting project on Bonita Beach Road.

114 Mr. Adams stated that the best way to share the FPL costs with the other communities  
115 is to proceed with a lease. He suggested adding language in the Supplemental Engineer’s

116 Report for the sidewalk lighting project to identify this improvement as an approved qualifying  
117 capital expense. Mr. Kove agreed. Mr. Adams reviewed and distributed the Construction  
118 Account Reconciliation Report and noted the FPL project is included in the Report.

119 **THE FOLLOWING SECTION WAS TRANSCRIBED VERBATIM PER THE CHAIR'S REQUEST**

120 **Mr. Kove:** Just to clarify to the Board, Dave I'm glad you are here. Once we sign off on  
121 the \$130,000 and we negotiate the Lease Agreement, which we will change, there should be no  
122 other charges coming through from FPL?

123 **Mr. Underhill:** Correct.

124 **Mr. Adams:** We are actually going to get that in writing from them. I'm not sure how I  
125 think he wants to just cancel the existing contract and there will be an issue of a holding  
126 contract with the new approach. Okay. That will be the cleanest way to do it if, in fact, he can  
127 do that paperwork at their level. Otherwise, it is an amendment to the existing contract, with  
128 an acknowledgement that this one has been closed out.

129 **Mr. Kove:** And just to repeat myself for the minutes, everything we have submitted to  
130 the construction fund now, there is nothing on hold, everything has been signed off, no  
131 surprises, everything has gone through?

132 **Mr. Adams:** Yes. The only thing that Dave has in his possession right now is what I had  
133 submitted for the FPL. That is the only live one, that is encumbered in the spreadsheet I just  
134 gave you.

135 **Ms. Kempf:** I have a question. On the amendment that Mr. Underhill is going to do, is it  
136 necessary to refer to the other communities?

137 **Mr. Adams:** No. The Interlocal Agreement does not come into play.

138 **Mr. Kove:** Chuck, for our records, is there a way we can get any of the correspondence  
139 from the Bond Supervisor and Dave and you so we have that in our records going forward?

140 **Mr. Adams:** For?

141 **Mr. Kove:** Any of the conversation that took place in moving this along.

142 **Mr. Adams:** Yes, that was pretty much just put into the record. I will have the  
143 transcriptionist actually do that verbatim because we had a telephone conversation, we did not  
144 actually have an email exchange or any of that. But, as I just laid it out, Dave and Greg are both  
145 on, if there is any additions that you feel are necessary.

146 **Mr. Urbancic:** It depends how deep we want to go Chuck; this is Greg. I mean, we can go  
147 into the essential opinions but I think you outlined it of the basis for being able to do this under

148 sort of the tax rules that are outlined to us by Bond Counsel. But I think you covered the gist of  
149 what actually was recommended by Bond Counsel.

150 **Mr. DiTommaso:** Greg, that is understandable but this issue has been a pretty major  
151 issue and I just want to make sure all of our I's are dotted and T's are crossed and, you know, at  
152 one point we could not use the construction fund, now we can at the guidance of Bond  
153 Counsel. Personally, I would just like to have that documented in writing, since we are now  
154 using the construction bond and, if that was the guidance from Bond Counsel, I just think it  
155 would be prudent to have that in writing.

156 **Mr. Kove:** Greg, this is Barry, I would agree, just because we have had so many  
157 conversations and emails. I think just for clarity in the future, we have that.

158 **Mr. Urbancic:** Yes, I understand that, I just do not know if we are going to get it. I think,  
159 Barry, I sort of outlined some of this to you in our email communications. You know, this is sort  
160 of a pathway for us to get there. I think if you are asking for it in writing then I think you are  
161 going to be told it is not a good cost but that there is a threshold, a diminutive threshold of sort  
162 of expenditures on that cost where we can sort of find a way to justify having this cost paid. I  
163 guess what I am trying to say is, I do not know whether or not Bond Counsel would put it in  
164 writing. I think either Chuck or I can ask, I just do not know that we are going to get it.

165 **Mr. Kove:** Can you make that phone call and let us know, and if not, can you put  
166 something together with Chuck, just as a final draft to all of this?

167 **Mr. Urbancic:** Yes, we can put it as a summary type of thing, Barry. Is that what you are  
168 asking for?

169 **Mr. Kove:** Yes, lay out what took place.

170 **Mr. Urbancic:** Yes, that is fine.

171 **Mr. Adams:** I have got a copy of the provision that he was referring to in the IRS because  
172 it has been utilized before; not in this project, but another project.

### 173 SUMMARY TRANSCRIPTION RESUMED

174 Regarding scheduling, Mr. Adams stated that he hopes the project can move forward on  
175 and be completed within the next week or two, in order for FPL to schedule the project. This  
176 will require obtaining approval today to amend the Engineer's Report and for the Chair to  
177 approve the requisition and submit it to the Trustee for payment. These items will be presented  
178 for ratification at the next meeting.

179 Mr. Kove asked Mr. Adams to invite FPL Representatives and the Engineer to the next  
180 meeting.

181

182 **On MOTION by Mr. Kove and seconded by Mr. Grillo, with all in favor,**  
183 **authorizing Mr. Underhill to prepare a Supplemental Engineer’s Report that**  
184 **includes a provision for lighting facilities along the Bonita Beach Road section,**  
185 **including what is existing now, and a provision for what the Board has been**  
186 **discussing and planning, going into the future, as a qualifying facility, which**  
187 **will be what is deemed as the sidewalk lighting project, was approved.**

188

189

190 **EIGHTH ORDER OF BUSINESS**

**Continued Discussion/Update: Beach Road  
Lighting/Sidewalk Lighting Projects**

191

192

193 This item was presented with the Seventh Order of Business.

194

195 **NINTH ORDER OF BUSINESS**

**Continued Discussion: Additional Speed  
Hump Locations**

196

197

198 Mr. Kove advised that Phase 1 is completed and implementing Phase 2 is being  
199 considered. He attended the Facilities and Ground Committee meeting and held discussions  
200 with the HOA Board. He requested feedback to determine the best move. This will be reviewed  
201 again next year.

202 Mr. Kove listed areas where speed humps are needed, such as between Holes #1 and  
203 #2, Bonita National Boulevard and the north and south side of Cavan Court and Antrim Court,  
204 He discussed installing two additional stop signs at the corner of Wicklow Court and  
205 Cherrywood Court, instead of speed humps.

206 Board Members discussed cutting back the bushes behind the utility box at the  
207 maintenance facility an whether the best way to address speeding is to install cameras and  
208 penalize speeders.

209 Members if the public discussed ongoing traffic concerns at the maintenance facility,  
210 installing a speed hump or arm instead of a stop sign, issues due to a blind curve, reasons the  
211 Committee identified specific areas and collecting data by installing a traffic speed indicator  
212 prior to a camera.

213 Ms. Kempf suggested the maintenance truck use the main gate. Mr. Serena noted a  
214 blind curve in that area.

215 Mr. Willis stated that there are 20 people attending via Zoom.

216 Mr. Vanderhyden suggested installing a speed hump between Holes #1 and #2, Cavan  
217 Court and Bonita National Boulevard, and temporary speed humps in the other areas until  
218 Phase 3 is finalized.

219 Discussion ensued regarding the deadline to use construction funds, deferring stop sign  
220 discussions until the HOA provides clear direction to the CDD, elevating the golf cart crossing  
221 and commencing the project at the end of season.

222

**On MOTION by Mr. Grillo and seconded by Mr. DiTommaso, with all in favor, authorizing Staff to pursue adding two speed tables on each side of Cavan Court and Bonita National Boulevard, was approved.**

223

224

225

226

227

228 Mr. Willis received direction, upon confirmation from the HOA, to obtain and present  
229 proposals at the next meeting to install temporary speed humps and lighting .

230 Discussion ensued regarding closing out the construction fund and obtaining all speed  
231 table permits now regardless of whether they are installed.

232

233 **TENTH ORDER OF BUSINESS**

**Continued Review/Discussion: Fiscal Year  
2023/2024 Budget**

234

235

236 Mr. Adams stated that the proposed Fiscal Year 2024 budget was unchanged since the  
237 last meeting. Due to increased operations costs increasing assessment levels, he suggested  
238 using \$20,100 of surplus fund balance to offset the assessment increase and to keep the  
239 assessment the same as the Fiscal Year 2023 assessments.

240 Asked if the funds allotted to lake bank erosion repairs is necessary, Mr. Adams replied  
241 affirmatively; it is necessary for at least the next year or two. The consensus was to finalize the  
242 Fiscal Year 2024 budget, as Mr. Adams suggested.

243 Mr. DiTommaso asked about the percentages allocated to shared-costs. Mr. Adams  
244 stated the percentages are based on the number of door fronts permitted for each  
245 neighborhood.

246 Mr. Adams stated he spoke to Mr. Urbancic about the CDD considering selling its 640  
247 surplus acres, which would require obtaining an appraisal and engaging an Environmental  
248 Engineer; the costs would be about \$10,000. Mr. Urbancic is reviewing the terms of the  
249 conservation easement to make sure that, once it is sold, the CDD is no longer associated with



250 it. He expects the process to take 90 to 120 days. Selling the property will provide income and  
251 remove the ongoing expenses for all four communities.

252 Mr. Adams noted that this is the Panther Mitigation Project property comprised of two  
253 parcels totaling 640 acres. It must be kept as conservation or agricultural, in perpetuity.

254 Mr. Willis read a question from Zoom participants asking if the income from the sale of  
255 the property will be divided amongst the communities in accordance with the share-costs  
256 percentages. Mr. Adams thinks there is a very strong argument for this to happen.

257 Mr. Urbancic stated the primary concern is to make sure there is no requirement that  
258 the CDD cannot eliminate and no continuing obligation on the CDD, from a permitting  
259 perspective or splitting costs, before selling the property.

260 Mr. Adams responded to questions and noted the buyer is very interested and calls  
261 every two weeks. The consensus was to proceed as suggested.

262

263 **ELEVENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**  
264 **Statements as of May 31, 2023**

265  
266 The financials were accepted.

267

268 **TWELFTH ORDER OF BUSINESS** **Approval of June 19, 2023 Regular Meeting**  
269 **Minutes**

270  
271 Edits from Mr. Grillo will be given to Admin after the meeting.

272 The following changes were made:

273 Line 83: Insert "from Seasons" after "debris"

274 Line 93: Change "in front of" to "behind" and "Wicklow Court and Galway Run" to  
275 "Edenberry Court"

276 Line 103: Change "He" to "Mr. Adams"

277 Line 133: Change "He" to "Mr. Urbancic"

278 Line 159: Change "Mr. Cullens" to "Mr. Eric Culling, FPL Representative"

279 Line 165: Insert "as representatives from Valencia, Bonita National, Seasons, FPL, Mr.  
280 Adams and Mr. Willis" after "attendees"

281 Line 183: Change "future" to "current"

282 Line 261: Change "He" to "Mr. Kove

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**On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the June 19, 2023 Regular Meeting Minutes, as amended to include these and other changes previously submitted, were approved.**

Mr. Kove thanked the HOA Board for attending and Mr. Underhill for his support.

**THIRTEENTH ORDER OF BUSINESS**

**Staff Reports**

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

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

There were no District Counsel or District Engineer reports.

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

- **NEXT MEETING DATE: August 21, 2023 at 1:00 PM [Fiscal Year 2024 Budget Adoption Hearing]**

- **QUORUM CHECK**

All Supervisors confirmed their attendance at the August 21, 2023 meeting.

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

The Field Operations Report was included for informational purposes.

**FOURTEENTH ORDER OF BUSINESS**

**Audience Requests**

**Comments/Supervisors'**

Resident Cy Braveman asked if the Foxrock Court project to connect the downspouts was completed. Mr. Willis stated that the CDD's portion of the project is completed and now it is up to homeowners to engage a vendor to connect their downspout to the CDD's drainage box.

There were no Supervisors' requests.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

**On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the meeting adjourned at 2:36 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

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Chair/Vice Chair

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS  
C**

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

**Exceptions\***

*November meeting date is one week earlier.*

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

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS  
D**



**Wrathell, Hunt and Associates, LLC**

TO: Beach Road Golf Estates CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

DATE: August 21, 2023

SUBJECT: Status Report – Field Operations

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**Landscape Activities:**

- Mow 4 times this month
- Treated for weeds 2 times this month
- irrigation system checked weekly
- trimmed the Bonita Beach Rd shrubs
- palm frond pick-up weekly

# PROJECT STATUS

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
<b>Bonita Beach Road Lighting Project</b>	In Progress	6/9/2023	25%	Bonita Beach Road Lighting Project – All parties that attended the meeting on 6/5/23 at 1:00pm agreed to a potential sidewalk lighting project. It involves the installation of Arbor Style heads & light poles (example pictures below). They will be installed about 100ft apart the length of the sidewalk.
	In Progress	6/19/2023	25%	District Manager & Board were informed by District Engineer that he would not sign off on project. Board disagreed and requested a meeting between the District Manager, District Attorney & Bond Counsel
	In Progress	6/28/2023	25%	Chuck Adams Update: Bond Counsel provided a path for us to be able to utilize Construction Funds to pay for the removal of the existing lighting equipment on Bonita Beach Road. Dave advised he needed to check a couple of items (including language on the form of requisition required by the Trust Indenture). When I followed up with Dave yesterday afternoon, he advised he was comfortable with the process. He will be preparing an amendment to the Engineer's Report that will more specifically be calling out street lighting as a part of the improvements contemplated for the Beach Road part of the project. He will also, sign and seal the requisition. Both of these will items will be presented to the Board on your July agenda for consideration/approval.
<b>Pedestrian Gate</b>	In Progress	6/9/2023	25%	Installation began



# To-Do List

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
	In Progress	6/19/2023	75%	Gate installation complete, RAMCO & Carter Fence discussing type of card scanner needed
	In Progress	6/26/2023	75%	Scanner identified and change order signed
	Complete	6/29/2023	100%	Pedestrian Gate Complete
<b>Foxrock Drain Repairs</b>	In Progress	6/13/2023	0%	Work Began
	In Progress	6/29/2023	25%	Contacted by the HOA for work at 28084 Foxrock, after review damage was done by the irrigation system and damage was on the homeowner's property. Wendy notified this was a HOA responsibility.
	In Progress	6/30/2023	50%	Contacted by a resident on Foxrock who had damage to hedges around his home and wanted the CDD to pay for replacements as the damage was caused by the lake bank vendor. After conforming that the vendor did no work on the homeowner's property I informed him. He became belligerent and disrespectful so I ended the phone call.
	In Progress	7/5/2023	75%	I was notified by Anchor Marine the project is almost complete, I will verify the work and close the project.
	Complete	7/20/2023	100%	Project Completed & Final Invoice Processed
<b>Littoral Plantings</b>	Not Started	6/9/2023	0%	Confirmed with EarthBalance that plantings would begin in July after the rains have set in.

## To-Do List

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
	Not Started	6/28/2023	0%	Spoke with EarthBalance, there is no problem of cost increase for the flowering littorals. They will ensure the majority of plantings are flowering
	In Progress	7/29/2023	25%	Installed approximately 3,000 flowering littorals along Lakes 6,7,10,11,12,13 as a test case to see how they would survive a under the current rain conditions.
<b>Damaged Street Sign</b>	In Progress	6/9/2023	0%	Contract and work order placed with Lykins for repair.
	In Progress	6/27/2023	50%	Contract signed and proof approved. Sign pick up expected any day. Probably a 30+ day project in total.
<b>MRI Pipe Cleaning &amp; Repairs</b>	In Progress	6/9/2023	0%	Contract and scope of services being drawn up
	In Progress	6/28/2023	0%	Contract Agreement sent to vendor, waiting for legal review signatures and scheduling
	In Progress	8/11/2023	25%	Contract Signed , waiting for schedule
<b>MRI Inspection Along BBR</b>	In Progress	8/8/2023	50%	Inspection conducted on 8/8/2023, report is being prepared
<b>Additional Speed Humps</b>	In Progress	8/8/2023	0%	Collier Paving is waiting for confirmation that Timo Brothers can supply the pavers in the allotted time, does not appear they will be able to meet the September 30 timeline.

## To-Do List

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
<b>Solar Pedestrian Crosswalk Project</b>	Not Started	8/8/2023	0%	Collier Paving is waiting for DOT/County/City requirements for installing these inside of Bonita Springs & Lee County.