

**BEACH ROAD  
GOLF ESTATES  
COMMUNITY DEVELOPMENT  
DISTRICT**

**September 15, 2025  
BOARD OF SUPERVISORS  
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

September 8, 2025

Board of Supervisors  
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 Regular Meeting on September 15, 2025 at 1:00 p.m., at the Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse, 17501 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/95544868880>, Meeting ID: **955 4486 8880**, Passcode: **5522** or telephonically at **1-305-224-1968**, Meeting ID: **955 4486 8880**, Passcode: **5522**. The agenda is as follows:

1. Call to Order/Roll Call
2. Chairman's Opening Comments
3. Public Comments (*3 minutes per speaker*)
4. Update: Superior Waterway Services, Inc. Treatment Report
5. Consideration of Award of Contact for RFP for Landscaping Services
  - A. Respondents
    - I. Gulfscapes Landscape Management Services
    - II. Landcare USA, LLC
6. Acceptance of Unaudited Financial Statements as of July 31, 2025
  - Construction Fund Sources and Uses Reconciliation
7. Approval of August 18, 2025 Public Hearings and Regular Meeting Minutes
8. Staff Reports
  - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
  - B. District Engineer: *Johnson Engineering, Inc.*
    - Sidewalk Project Update

- Status of Golf Cart and Pedestrian Crossing Caution Lights on Bonita National Blvd.
- Status of Research Regarding Open Permits with Bonita Springs
- Town Inspector's Requirements for Banks Engineering 2022 Open Permit

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

- 1,307 Registered Voters in District as of April 15, 2025
- NEXT MEETING DATE: October 20, 2025 at 1:00 PM

○ QUORUM CHECK

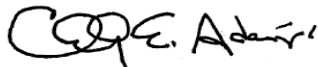
SEAT 1	JOSEPH GRILLO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	BARY KOVE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	DANIEL DiTOMMASO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> 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*

9. Audience Comments/Supervisors' Request
10. 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**

**5**



**Wrathell, Hunt and Associates, LLC**

TO: Beach Road Golf Estates CDD Board of Supervisors

FROM: Shane Willis – Operations Manager

SUBJECT: Consideration of Award of Contract – BBRD Landscape Services

DATE: September 8, 2025

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Your current Landscape Maintenance Contract is on a month-to-month basis. Staff recently solicited a Request for Proposals (RFP) from four contractors with two submitting bids, based on the contract specifications provided by the District.

As is typical with the District's contracts, this will be a one-year contract with a second-year option, at the sole discretion of the District. The financial tabulation is as follows:

<b><u>Company Name:</u></b>	<b><u>1<sup>st</sup> Year:</u></b>	<b><u>2<sup>nd</sup> Year:</u></b>
• Landcare	\$37,764.00	\$37,764.00
• Gulfscapes	\$51,996.00	\$51,996.00

Landcare USA, LLC is your current service provider and has the knowledge, training, and resources required to maintain the District's landscape facilities.

Gulfscapes Landscape Management Services is the service provider for other Districts your Staff manages and possesses the knowledge, training, and resources to maintain the District's landscape facilities.

The current contract agreement for landscape maintenance services is \$34,692.00.

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**5A**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**5A1**



# GulfScapes

Landscape Management Services

A Comprehensive

**Landscape Maintenance  
Agreement & Proposal**

For:

**Beach Road Golf Estates CDD**

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**August 20, 2025**

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# GulfScapes

Landscape Management Services

August 20, 2025

Dear Mr. Whillis

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:

- ✓ Fiddler's Creek Community Development District, 30 Acres (8 years)
- ✓ The Hole In The Wall Country Club (10 years)
- ✓ Chiasso at Fiddlers Creek (Shannon Benedetti 1 year (248-895-8989)
- ✓ The Villages on Venetian Bay (Lutgert Group) (12 years)
- ✓ Esperia at Bonita Bay (8 years) Deanne Smith 239-498-7541
- ✓ Serena At Fiddlers Creek (4years) Cardinal Management 755-0723
- ✓ River Hall Community Development District, 15 Acres (8 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)



**Grey Oaks**  
Blair Zimmerman 239-778-6775



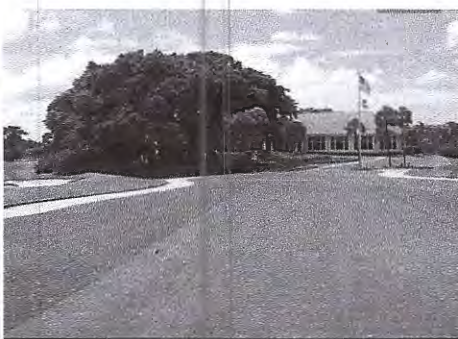
**Traditions at Grey Oaks**  
Les Krupp, 239-280-0327



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

January 18, 2016

Mr. Chuck Tenley, Gulfscapes Landscape Service

PO Box 8122

Naples, Florida

Ref: Letter of Recommendation

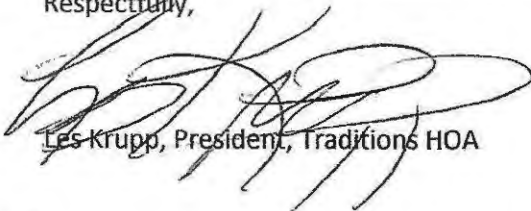
Dear Mr. Tenley

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 large, stylized handwritten signature in black ink, appearing to read 'Les Krupp', is written over the typed name.

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 Gulfscap 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, reading "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 choose 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)



**Wrathell, Hart, Hunt and Associates, LLC**

*Building client relationships one step at a time...*

Craig A. Wrathell  
*Managing Director*

John P. Hart  
*Director*

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



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

A handwritten signature in black ink that reads 'Deanna M. Smith'. The signature is fluid and cursive, with the first name 'Deanna' being the most prominent part.

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 1 – November 30 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 3 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**

Shrubby, 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. Pruning all hardwoods once a year in January.

**Palm Pruning/ Tree trimming**

All palms 14 ft. and under will be trimmed monthly and as needed throughout this contract. Hardwoods trimmed once a year in January. Palms trimmed in November-December

**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.

**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 (\$85.00 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><b>Basic Maintenance Services</b></u>	<u><b>Frequency</b></u>
Turf	
Mowing Turf	42
Hard Edging	42
Soft Edging	21
Weed eating	42
Blowing	52
Turf Fertilization	3
Insect, weed and disease controls	12
Shrubs /Hedges/Ground Cover	
Pruning /Shearing	12
Bed Weed Control	12
Shrub Fertilization	4
Shrub Insect and disease control	12
Tree /Palms	
Tree Trimming (Trim up to 14 ft.)	12
Tree / Palms Fertilization	4
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 Whillis

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

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

Date Submitted: August 20, 2025

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 **10/1/25** 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 **(\$51,996.00)** and a monthly billing of **(\$4,333.00)**

(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 \$500.00 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.

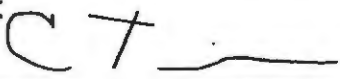
15. **VENUE AND ATTORNEY'S FEES.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for any suit shall be in the state or federal courts with jurisdiction over the county where GulfScapes is located. Should it become necessary for any party to 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:

8/20/2025

**CUSTOMER:**

By:

Date:

Name:

Title:





August 6, 2025

**To: Contractor**

**RE: Landscaping Services – Request for Proposals**

Dear Contractor:

Beach Road Golf Estates Community Development District (CDD) is requesting lump sum proposals to conduct landscaping services within the District as identified below, and in the accompanying tables and maps. Please send your proposal to District Operations Manager Shane Willis at [willisS@whhassociates.com](mailto:willisS@whhassociates.com) no later than 3:00 p.m. on Friday, September 1<sup>st</sup>, 2025. See attached "Bid Proposal Time Schedule" (Exhibit B) for event dates. The map of areas to be maintained are attached, approval is based on cost & available funding.

**Community Access:**

Areas to be serviced are located along Bonita Beach Road and do not require community access.

**Background:**

As requested by the CDD Board, District Management was instructed to source competitive requests for proposals for landscaping services to be presented at their September 15, 2025 meeting.

The current District budget for landscaping services is \$33,042.28.

**Scope of Work:**

**Purpose:** The following information is intended to be used as guidance for the contractor to perform landscaping services within the Beach Road Golf Estates Community Development District as identified herein, and in the accompanying tables and maps.

**EXISTING FACILITIES**

Exhibit "A" is the map showing the locations of the facilities to be maintained by this contract.

Existing Facilities include:

- a. Bonita Beach Road center median from the traffic circle at Logan Blvd North to the front gate of Bonita National Golf & Country Club.

**MAINTENANCE SPECIFICATIONS**

**1. Turf**

Variety "Argentine" Bahia grass and Stenotaphrum secundatum, variety "Floratum" St. Augustine grass.

1. Mowing height shall be maintained at 3 ½ to 4 inches on Floratum and Bahia grasses in all areas of improved landscape.

2. The contractor shall use rotary mowers with sharp blades which are correctly balanced. Dull blades shall be changed at midday per cut.
3. Floratam and Bahia grass will be mowed weekly from March 1<sup>st</sup> thru November 30<sup>th</sup> and every other week from December 1<sup>st</sup> thru February 28<sup>th</sup> (42 times per year).
4. Streets, curbs, sidewalks, bike paths, plant beds, and borders shall be maintained free of grass clippings.

**2. Edging**

- a. Mechanical edging of all turf grass areas next to curbs, streets, sidewalks, bike paths, beds, lakes and borders shall be done at least every mowing to prevent grass encroachment. All plant beds and obstacles are to be edged every other week throughout the year. All areas that are inaccessible with a mower are to be string trimmed at each mowing i.e., lake banks, signs etc.
- b. Chemical edging shall not be permitted unless written approval is secured from the District Manager.
- c. Dirt, trash, and debris resulting from edging operations shall be removed and all areas shall be left in clean condition before the end of the working day. Chemical treatment of curb road joints is permitted.

**3. Fertilization**

The following fertilization schedule shall be followed:

- a. All Grass Areas: February, October and December 15-0-15 50% slow release (3 total occurrences). Monthly reports shall clearly indicate when fertilization takes place.
- b. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the District Manager when these additional applications are needed and being executed.
- c. Fertilizers containing iron shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer.
- d. The complete fertilizers specified shall contain a combination of soluble nitrogen and W.I.N. nitrogen. Such fertilizer shall be watered in promptly after application.
- e. Soil test samples shall be taken by the contractor to determine whether changes in the fertilizer pH or fertilizer formulations are indicated. The test results shall be given to the district for review by the District Manager and the Lee County Horticultural Agent. If it is determined, by the District Manager after this review, that the pH or fertilizer formulations should be changed, the district will so advise the contractor in writing and the contractor shall implement such change, at the contractor's expense within 2 weeks of receipt of said notice.
- f. The method of application of fertilizer shall be the responsibility of the contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the contractor at his expense.

**4. Weed Control (Applied during each mowing service)**

- a. Annual grassy weeds shall be controlled by pre-emergent herbicides applied before seed germination begins. For bahia, only Balon, Ronstar G., Betasan and Dathal are approved by the District. For St. Augustine, only Kerb, Aslon, Betasan, Dathal may be used. Application times shall be appropriate to seed germination which depends upon whether the grasses are summer annuals or winter annuals.

- b. Annual grasses, annual broadleaf weeds, perennial broadleaf weeds and sedges may be treated in bahia turf with postemergent herbicides such as the following approved by the District; 2, 4-D, Basagran, Dicamba, MCPP or by combination sprays of two or more of these ingredients such as Trepson, Trimec, or Super D Weedone. Postemergent herbicides approved by the District for use on St. Augustine include; 2, 4-D, Basagran, Dicamba, Sencor, Asulox. Dicamba is the most preferred by the District except for sedge where the preference is Basagran or Manage.
  - c. The chemicals listed above are safe to use on the type turf specified only when used in the correct way on mature, healthy turf at the correct dose as specified by the manufacturer.
  - d. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.
  - e. The only approved herbicide to be used to control selected species of sedge (*Cyperus esculentus* and *C. compressus*) shall be Basagran. Do not cut the grass for at least three days before and after applying Basagran. Water the day before each application and repeat the sprays until control is achieved. *Cyperus rotundus* is tolerant to Basagran and shall be mechanically removed.
  - f. Mowing intervals set forth in "Mowing" section 1.b may be relaxed during herbicidal treatment periods, with written approval of the District Manager.
  - g. If District turf is contiguous to grasses of another variety, care shall be taken by the contractor to avoid injury to such turf. If the contiguous turf is Bermuda, do not spray with Atrazine or 2, 4-D. If the area is contiguous to Floratam is Bahia, do not spray it with Atrazine.
  - h. WEED CONTROL ELSEWHERE THAN IN TURF. THE CONTRACTOR SHALL KEEP ALL PLANTED AREAS FREE OF WEEDS AT ALL TIMES. THIS INCLUDES THE BASES OF TREES AND SHRUBS, BEDS, AND BORDERS. IN GENERAL, WEEDS SHALL BE REMOVED BY HAND FROM THESE AREAS. CHEMICALS WHICH MAY CAUSE PLANT INJURY, DECLINE OR DEATH SHALL NOT BE USED. GRANULAR BALAN AND RONSTAR G UNDER SOME CIRCUMSTANCE MAY BE USED FOR PREEMERGENT CONTROL AFTER WEEDS HAVE BEEN REMOVED BY HAND.
  - i. Mechanical treatment may be necessary if and when directed by District or resident project representative.
5. **Insect and Pest Control**
- a. An insect and pest control program designed to prevent damage to Bahia and St. Augustine turf will be provided by the contractor on an "as needed" basis or whenever requested by the District Manager for the district. Particular attention to damage by mole crickets, sod web worms, and army worms will require that control programs be initiated promptly. Approved chemicals for the three pests mentioned include; Mole Crickets- Baygon 70WP, Talstar, Oflanol 5% G or bursts of Baygon, Malathion or Sevin Dusts. Sod Web Worms and Army Worms- Orthene 75% WD, Larsban, Turcam, Diazinon AG500, Sevin Dust 80% WP, Trichlorfon 80% WP. Other restricted chemicals may be used only by a certified pest control operator.

Infestations by other insects and pests shall be controlled by chemicals approved by the District Manager prior to their use. Amdro shall be used on fire ants, AG500, Talstar, 8E, and Sevin Dust 80% WP shall be used when needed on other species of ants. Talstar AG500 and are approved for use on chiggers, fleas, ticks, and other insects. Talstar and AG500 may also be used on white grubs, billbugs, spittlebugs, millipedes, earwigs, sowbugs. The earwig should not be sprayed if possible as it is a useful predator of lawn caterpillars. There are many chemical controls available. The District Manager can advise the contractor on approved formulations and the safe rates of their applications, if requested.

- g. Trees and Shrubs- When insects such as white flies, scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected and are reaching damaging levels on landscape plants, the contractor shall apply the appropriate control measures. These may be general purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The contractor must provide for an allowance in his bid, however, to plan for insect control. Some plants will require repeated sprays to control scale or caterpillars. The contractor shall plan for a minimum of two sprays for all plants as an average.

**6. Disease control**

- a. Since diseases are easier to prevent than control, the contractor shall apply at least three sprays per year to all plants known to be susceptible to the most common disease such as; Brown Patch, Dollar Spot, Gray Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Fungicide approved by the resident project representative shall be used by the contractor include; Daconil, Fore, Terson 1991, Thiram, Terraclor, Dyrene and Terson LSR, and contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. The District Manager will be informed on all activities or problems.
- b. Tree and shrub fungicides shall be applied to assist in prevention of diseases on susceptible species. In some cases, sprays or injections will be applied to combat other living agents such as bacteria, viruses, microplasmas, algae, nematodes, or viroids. The best method of control shall be used by the contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.
- c. Diseases which commonly attack plants include; Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The contractor shall apply preventative sprays such as Beomyl (Benlate), copper sulfate or Daconil as protectant sprays on an "as Needed" basis.
- d. If diseases are diagnosed which have no known method of control, the District Manager shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off site. In some cases, the contractor shall remove infected soil and replace with new soil before replacing the diseased plant.
- e. Other chemicals to control or prevent disease may be used on selected plants.
- f. The contractor shall assume full responsibility for spray damage to plants. He or his applicator shall be properly trained and licensed for commercial spraying. A photocopy of his license shall be attached. Disease of Sabals include leaf scab. Phytophthora Bud Rot , Black Mildew, and Manganese. The contractor shall take prompt action to control these conditions either by spraying with appropriate chemicals such as Copper sulfate, Zineb, Tru Ban, and Benlate or in the case of Manganese deficiency either by applying Manganese to the soil or applying it as a one percent foliar spray.
1. Removal and replacement of dead/dying plants shall be completed within five days of damage noted at the contractor's expense.



**7. Shrubs, Trees, and Palms Fertilization**

- a. The contractor shall inform the District Manager if and when there is a need to fertilize all trees, palms, and shrubs to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- b. Fertilizer application for Shrubs and Trees shall be completed quarterly with the application as follows: Micromax 1 x - 8-2-10
- a. Fertilizer application for Palms shall be completed quarterly with the application as follows: 8-2-10.
- b. Fertilizer application for Annuals - Apply 1 lb. per 25 square feet of 14-14-14 analysis slow release every 3 months or as needed and follow at monthly intervals with the application of 10-30-20 soluble fertilizer, at rates directed by the manufacture.

Distribution. The fertilizer shall be well scattered in an area from halfway between the stem and the drip line of the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator.

The contractor shall apply fertilizers to plants which are turgid and shall water-in the fertilizer promptly and thoroughly after application.

Fertilizer which lands on leaves shall be shaken off or hosed off leaves.

Palms - When needed; apply a 13-3-13 analysis fertilizer at the rate of one pound per foot of clear trunk (5 to 10 pounds, maximum).

Trees - When needed; Apply a 8-2-12 analysis fertilizer or "palm special" fertilizer at the rate of 1 pound per foot of clear trunk (5 to 10 pounds per tree maximum).

- c. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the contractor shall notify the District Manager of the time and date that the contractor will apply fertilizers. **FAILURE ON THE PART OF THE CONTRACTOR TO NOTIFY THE DISTRICT MANAGER IN WRITING BY MAIL OR BY EMAIL SHALL RESULT IN THE CONTRACTOR FORFEITING ANY AND ALL RIGHT TO PAYMENT FOR THE APPLICATIONS MADE WITHOUT NOTIFICATION.**

**8. Pruning (1 OCCURRENCE)**

- a. All pruning shall be performed as required to maintain the natural shape and characteristics of the plant species. The resident project representative shall be made aware of all pruning activities.
- b. Pruning shall also include removal of trees, palms, shrubs, or ground covers that are dead, broken or diseased. When diseased plant material is removed, the cut should be made well into healthy plant tissue or the plant totally removed.
- c. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches. The crossing branch facing inward will generally be selected for removal.
- d. Major pruning shall be done by the contractor to shape individual plant species and/or to renew the vigor of the particular plant species on the following schedule:

Prune all trees in January, in accordance with pruning standards as class I & II Fine and Standard Pruning as defined by the National Arborists Association.

Starting the week after the traditional Easter Holiday, trim all ornamental grasses (example: Fountain, Fakahatchee) to within 1 foot from the ground.

Follow the completion of the ornamental grass pruning with pruning all Jasmine, Bouganvillia, Coco Plum, and other non-flowering shrub species. As soon as the major flowering or the Oleander species has been completed in late spring, any necessary required pruning should occur. All hard pruning shall be completed no later than June 30<sup>th</sup> of each year.

Palms and related plants shall be pruned in November and early December. Pruning shall require the removal of all fronds as close to the trunk as possible when they are brown on the tips or when the fronds are infested with the leaf scarifier. Dead and live inflorescence shall be removed at the same time. Do not remove all green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petioles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately.

An additional trim, to within 1 foot from the ground, of the Fakahatchee grass will be required in September.

When major pruning begins on a particular species of plant, it shall continue until all plants of that species have been pruned within the jurisdiction of this contract.

Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis. Seed pods shall be removed as they occur.

- e. The contractor shall prune vertical growth at a 45-degree angle. Branches shall be removed flush with the trunk.
- f. The contractor is required to remove all pruned materials and debris from the site each day.
- g. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage.

**9. Water, Irrigation and Sprinklers**

- a. The manual and automatic sprinkler system is to be used to maintain plant health and to conserve water.
- b. The contractor shall provide supervision of the system and shall make all adjustments, repairs, and replacements required.
- c. The contractor agrees to at his expense any part of the irrigation system damaged for any reason.
- d. A soil moisture probe meter shall be used by the contractor to determine soil moisture content in off-color turf areas and corrective action taken promptly to rectify the condition.
- e. Newly planted trees and shrubs shall be watered at least daily by sprinklers or rain for the first two weeks. Moisture meter readings in the ball area shall be maintained in the "moist" zone on the meter.
- f. Risers shall be added as needed in the bed areas to ensure that water is being supplied to the entire shrub area and not being blocked or deflected by growing plants. Risers will be painted as necessary to match existing throughout).
- g. The contractor shall inform the district immediately of any serious problems in the irrigation system.

- h. The contractor shall run through each line of the system weekly to check that all heads are working properly and that all areas are being evenly and completely covered.
- i. The Contractor shall also perform 12 irrigation checks annually. These checks shall clearly be identified on the monthly landscape report.
- j. The clock controls shall be programmed to deliver the amount of water which can be used by the turf and plants. Field capacity shall never be exceeded.

Because turf water needs vary from month to month, the amount of watering time shall be adjusted periodically to reflect these needs.

- k. Excessive watering shall be avoided. It wastes water, floods large soil spaces and adversely affects the "Cation Exchange Capacity" of the plant. It also wastes water soluble fertilizers. Bahia does better if it is watered more thoroughly but less frequently than St. Augustine. Plants shall be watered, therefore, by contractor in accordance with the season, soil type, turf type, topographical feature and evapotranspiration factors.
- l. All turf and other irrigation shall be between the hours of 6:00 P.M. and 7:00 A.M., unless otherwise approved in writing by the District Manager.
- m. It shall be clearly understood and agreed by the contractor that all irrigation, sprinkler systems including all necessary appurtenances to maintain said system shall be the responsibility of the contractor. Damage by others will not relieve the contractor of his responsibility to maintain the turf, shrubs, trees, ground covers, and annuals in a healthy condition.

#### 11. **Special Requirements**

- a. All tree bracing systems shall be checked regularly and tightened as needed and removed promptly when required. Periodic adjustment to straighten trees from wind and settling shall be completed by the Contractor. Trees damaged by bracing systems left too long that cause damage to tree trunks will be replaced by the Contractor at Contractor's expense.
- b. Contractor has been advised that the District has landscape lighting located on the Royal Palms in the center median of Bonita Beach Road from the Fire Station to the front gate of the Bonita National Community. Contractor shall avoid any impact or damage to the District's landscape uplighting. In the event Contractor impacts any such lighting, Contractor shall replace such lighting to its prior position if undamaged. If the lighting is damaged or otherwise unable to be placed back in the correct position, Contractor shall notify the District's Operations Manager within 72 hours. Any damage caused by Contractor to the landscape lighting shall be repaired or replaced at the contractor's cost.
- c. THE PARKING OF TRUCKS OR OTHER VEHICLES OF CONTRACTOR ON DISTRICT SIDEWALKS LOCATED ON BONITA BEACH ROAD IS PROHIBITED AT ALL TIMES. Contractor shall be responsible for any damage caused to District sidewalks due to any violation of this prohibition.

#### **Trash Pick-up**

Trash shall be picked up throughout the landscape areas, at a minimum, once per week.

**Monthly Report**

On the first business day of each month, the contractor shall provide a landscaping report to the District's representative Operations Manager Shane Willis [willisS@whhassociates.com](mailto:willisS@whhassociates.com). This report shall include all treatments from the previous month, any vegetation loss, irrigation repairs & current status of newly planted material (plantings made within the previous 60 days).

**ADDITIONAL INSTRUCTIONS:**

All proposals must remain in effect for at least 45 days from submittal. The Beach Road Golf Estates CDD has the sole discretion to: (a) reject any and all bid proposals, and (b) renegotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm. Failure to submit a bid by the deadline specified will result in the rejection of the bid. Time extensions will not be granted.

All bids shall be legible and comply in all regards with the requirements described in the Scope of Work.

**General Conditions:**

**1. OSHA Compliance:**

All work shall be done in accordance with OSHA Standards. The Contractor shall employ and enforce safety compliant measures at the work site to prevent injuries to workers, citizens, and the traveling public. Contractor is to verify and maintain, on a daily basis, that all personnel on site are utilizing all the proper PPE as approved and required by OSHA.

**2. Hours of Operation:**

- a. Any maintenance activities are only permitted Monday through Friday, from 7:00 am to 5:00 pm.
- b. No maintenance activities are permitted on Sundays or on the following holidays: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

**3. Equipment Staging:**

All vehicles and equipment that are staging on the street during the maintenance activities shall be parked on one side of the street to avoid traffic disruption for the duration of the project. No vehicles and equipment are allowed to remain on-site overnight.

**4. Worksite Safety and Traffic Control:**

- a. As a priority, the worksite shall be made and kept safe to all vehicular, bicycle, and pedestrian traffic, always. Proper signage and traffic devices shall be posted and maintained in accordance with the 2023 11<sup>th</sup> Edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (or latest edition) & "FDOT Index 600 Series". MOT shall be submitted to and approved by the PM.
- b. "Flagger" and "Worker" signs are to be used, and signs are to be removed when maintenance activities are suspended. Placement of all construction signs shall be field located in such a way that will avoid obstruction of or conflict with existing signs and driveways.

**5. Protection and Restoration of Property:**

During maintenance activities, the contractor shall take special care and provide adequate protection to minimize damage to vegetation, surfaced areas, and structures within the right-of-way, easement, or site and take full responsibility for the replacement or repair thereof. The contractor shall



immediately repair any damage to private property created by encroachment thereon. Should the removal or trimming of valuable trees, shrubs, and grass be required to facilitate the work within the designated area, this work shall be done in cooperation with the designated community representative. Said valuable vegetation, removed or damaged, shall be replanted, if possible, or replaced by items of equal quality, and maintained until growth is re-established. Topsoil damaged in the course of the work shall be replaced in kind with suitable material and graded to match the existing grade. The work area along the route of the installation should be finish graded to elevations compatible with the adjacent surface, with grass or hand raking required in developed areas.

**6. Project Inquiries:**

- a. All inquiries from adjacent property owners related to the work, access to the work, equipment, etc. shall be referred to Operations Manager, Shane Willis [willisS@whhassociates.com](mailto:willisS@whhassociates.com).

If you have any questions regarding this request for proposal, please contact me.

Sincerely,  
Beach Road Golf Estates Community Development District



Gerald Shane Willis  
Operations Manager

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**5A11**



## LANDSCAPE MANAGEMENT AGREEMENT

**THIS AGREEMENT** is entered into **August 28, 2025**, by and between LandCare USA, LLC, located at 5151 Shoreham Pl. Suite 140, San Diego, CA 92122, hereafter referred to as the "Contractor", and Beach Road Golf Estates CDD, the Owner or designated Owner's Representative, hereinafter referred to as "Owner".

The parties wish to enter into an agreement to define the terms and conditions under which Contractor will provide landscape maintenance services to Owner.

The parties hereby agree as follows:

- 1) **Services.** The Contractor agrees to perform the landscape management services noted on the "Landscape Management Annual Schedule" in accordance with the "Specifications" both of which are attached to and incorporated into this Agreement, for the property of the Owner, located at **Bonita Beach Road Golf Estates CDD , 9220 Bonita Beach Rd Suite 214, Bonita Springs, FL 34135**, (hereinafter referred to as the "Property").
- 2) **Start Date.** This Agreement shall commence on **October 01, 2025**, and end on **September 30, 2026** and shall renew for one (1) additional year subject to price adjustments (paragraph 3.C. below) on the anniversary date of the Agreement unless terminated by either party by providing thirty (30) days written notice prior to the end of the then current term.
- 3) **Consideration/Payment/Price Adjustments.**
  - A. In consideration for the Contractor's performance for services described in the "Landscape Management Annual Schedule", Owner agrees to pay Contractor a monthly amount of \$3,147.00 which is equal to \$37,764.00 annually, plus applicable sales tax, if any, as imposed by any governing agency at the rate then in effect.
  - B. Invoices will be sent on or about the 1st day of each month for current month's services and payment shall be due upon receipt. A late charge of 1.5% per month shall be charged on all amounts 30 days past due and a \$20.00 fee will apply to any returned check.
  - C. Approximately sixty (60) days prior to each annual 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.
- 4) **Additional Services.** Services performed and/or materials delivered, which are not specifically described herein, or changes in the size or physical condition of the Property will be deemed 'Additional Services'. Additional services will be billed separately and all payments are due upon receipt. The performance of, and the payment for Additional Services are subject to all the terms and conditions of this Agreement.
- 5) **Materials, Supplies, and Equipment.** Contractor will furnish all materials, labor, supplies, and equipment necessary to perform the services specified.
- 6) **Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida with venue in the same county where Contractor's service location is based. In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.
- 7) **Minor Repairs.** Contractor is authorized to perform up to \$200.00 worth of repairs not covered by this



Agreement without prior approval of Owner.

- 8) **Liability.** Contractor is an independent contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants, or employees. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents, or employees and Contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.
- 9) **Insurance.** Contractor agrees to carry worker's compensation, comprehensive general liability, and automobile insurance in an amount not less than \$1,000,000 in the aggregate.
- 10) **Notification of Deficient Work.** If Owner believes Contractor is providing deficient work, Owner agrees to notify Contractor of deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by Contractor within 10 days Owner knew or should have known of the deficiencies, Owner is deemed 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 a notification of deficient work, Contractor agrees to rectify such deficiencies within 14 days to the extent commercially reasonable. If the Contractor corrects the deficiencies in accordance with the schedule, it shall not forfeit any amounts due under this Agreement.
- 11) **Early Termination.** Either party may terminate this Agreement by giving 30 days written notice to the other party. Contractor may also immediately cease performance or terminate this Agreement if Owner refuses or fails to pay Contractor according to the terms of this Agreement.
- 12) **Assignment.** Neither party may assign this Agreement without the other's written consent and then only after thirty (30) days prior written notice. Should Owner assign this Agreement to a new Owner or entity, Contractor may require (i) approval of the credit worthiness of the new Owner and (ii) written assumption by the new Owner of all terms of this Agreement. Contractor may subcontract any portion of this Agreement to a qualified third party.
- 13) **Notices.** Notice to Contractor shall be sufficient if made or addressed to 3800 Prospect Ave, Naples, FL 34104 and to Owner at the principal place of business stated herein.
- 14) **Complete Agreement.** This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.

LANDCARE USA, LLC

Owner

By: \_\_\_\_\_  
 Name: Dennis Bretz  
 Title: Branch Manager  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

*This Agreement is valid only if accepted and executed by the Customer and/or Property Owner within thirty (30) days of the date first submitted or, if later than thirty (30) days, revalidated by LandCare.*



**LANDSCAPE MANAGEMENT ANNUAL SCHEDULE**

<b>SERVICES</b>	<b>TOTAL PRICE</b>
<b>Maintenance Mowing Visits</b> - 42x per year. All mowing, edging, line trimming, cleanup and weed control services.	\$27,601.68
<b>Turf Heath Care Program</b> - 3x per year. Fertilization and turf weed control.	\$1,399.20
<b>Maintenance Shrub Pruning/Trimming</b> - as needed throughout the year.	\$973.80
<b>Tree Pruning</b> - 1 Occurrence	\$231.69
<b>Shrub and Palm Fertilization</b> - 3x per year	\$279.89
<b>Inspection of Trees, Shrubs, Plants and Plant Health Care/IPM</b> - as needed throughout year on all shrubs.	\$48.76
<b>Pine Straw Application</b> - 1x per year.	\$2,778.18
<b>Irrigation Checks</b> - 12x per year.	\$4,450.80
<b>SUBTOTAL</b>	<b>\$37,764.00</b>
<b>SALES TAX</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$37,764.00</b>
<b>MONTHLY</b>	<b>\$3,147.00</b>

**Landscape Management Agreement**

**PAYMENT SCHEDULE**

<b>SCHEDULE</b>	<b>PRICE</b>	<b>SALES TAX</b>	<b>TOTAL PRICE</b>
October	\$3,147.00	\$0.00	\$3,147.00
November	\$3,147.00	\$0.00	\$3,147.00
December	\$3,147.00	\$0.00	\$3,147.00
January	\$3,147.00	\$0.00	\$3,147.00
February	\$3,147.00	\$0.00	\$3,147.00
March	\$3,147.00	\$0.00	\$3,147.00
April	\$3,147.00	\$0.00	\$3,147.00
May	\$3,147.00	\$0.00	\$3,147.00
June	\$3,147.00	\$0.00	\$3,147.00
July	\$3,147.00	\$0.00	\$3,147.00
August	\$3,147.00	\$0.00	\$3,147.00
September	\$3,147.00	\$0.00	\$3,147.00
	<b>\$37,764.00</b>	<b>\$0.00</b>	<b>\$37,764.00</b>

**LandCare Branch Information**

Account Manager:	Antonio Navarrete
Email Address:	antonio.navarrete@landcare.com
Primary Phone:	2396331084

**Customer Information**

Primary Contact:	Shane Willis
Primary Phone:	
Primary Email:	williss@whhassociates.com

Billing Contact:	Beach Road Golf Estates CDD Accounts Payable
------------------	----------------------------------------------

Billing Phone:	
Billing Email:	BeachRoadGolfEstatesCDD@DistrictAP.com



## SPECIFICATIONS

### 1.0 General Conditions

#### A. Scope of Work

- i. The landscape contractor shall provide all materials, labor, and equipment required to complete all landscape maintenance work as specified in the contract.
- ii. It is recommended that the landscape contractor have Landscape Industry Certified Technicians-Exterior on staff and performing the work whenever possible.
- iii. The landscape contractor shall be familiar with the project premises and how the existing conditions will affect his/her work.

#### B. Standards

- i. All landscape maintenance services shall be performed by trained personnel using current and acceptable horticultural practices.
- ii. All operators of power equipment shall conform to OSHA regulations.
- iii. All work shall be performed in a manner that maintains the original integrity of the landscape design.
- iv. All chemical applications shall be performed in accordance with current county, state, and federal laws, utilizing EPA registered materials and methods of application. These applications shall be performed under the supervision of a licensed certified pesticide applicator. Selection of chemicals shall be in accordance with current University Extension Publications.

#### C. Approvals

Any work performed in addition to that outlined in the contract shall only be done upon written approval by the owner or the owner's representative.

#### D. Soil Testing

Soil testing will be performed frequently enough to comply with federal, state and county regulations and to make appropriate modifications to fertilizer programs.

#### E. Workmanship

- i. During landscape maintenance operations, all areas shall be kept neat and clean. Precautions shall be taken to avoid damage to existing structures and plant material. All work shall be performed in a manner that ensures the safety of operators, occupants, and any pedestrians.
- ii. All paved surfaces must be free from any granular fertilizer after all applications.
- iii. Upon completion of maintenance operations, all debris and waste material shall be cleaned up and removed from the site, unless provisions have been granted by the owner to utilize onsite trash receptacles or to compost on site.



- iv. Any damage to the landscape, the structure, the irrigation, and/or electrical systems caused by the landscape contractor shall be repaired by the landscape contractor without charge to the owner.

#### **F. Warranty**

The landscape contractor shall make every effort to maintain the health and growth of all plant material and turf. The landscape contractor shall not be responsible to guarantee the plant material or turf, except when that landscape contractor was obviously negligent in the performance of his/her work as outlined in the contract.

### **2.0 Products**

Pesticides, fertilizers, lime, and other such products used in landscape maintenance operations shall be based on the most current information provided by the local cooperative extension services and currently labeled by the EPA for its proposed use.

### **3.0 Turf**

#### **A. Mowing and Cleanup**

- i. Prior to each mowing, all trash, sticks, and other unwanted debris shall be removed from all areas to be mowed.
- ii. Grass shall be maintained at a height of 3.5" to 4.5".
- iii. It is not recommended to mow during extremely dry or wet conditions.
- iv. The mowing operation includes trimming around all obstacles and removing debris from walks, curbs, and parking areas.
- v. When possible, on all maintained turf, mulching mowers should be used. Caution shall be used to avoid any flying debris. Safety glasses and ear protection shall be worn during this operation.

#### **B. Edging**

Edging of all sidewalks, curbs and other paved areas should be performed with every mowing. Bed edges should be performed with every other mowing. Debris from the edging operations shall be removed and the areas swept or blown clean. Caution shall be used to avoid any flying debris. Safety glasses and ear protection shall be worn during this operation.

#### **C. Turf Fertilization**

All fertilizer applications shall be performed in accordance with current county, state, and federal laws, utilizing EPA registered materials and methods of application. These applications shall be performed under the supervision of a licensed certified pesticide applicator. Selection of fertilizers shall be in accordance with current University Extension Publications.

**D. Turf Weed Control**

- i. When service is selected, a preemergent, soil applied, herbicide will be applied, consistent with soil temperature requirements \_for the product being used and the state law, to help control the germination of crabgrass and other annual weed seeds.
- ii. When service is selected, a post-emergent, foliar-applied, herbicide shall be applied as needed to maintain a relatively weed free condition.
- iii. Selection and proper use of herbicides shall be the landscape contractor's responsibility. All chemical applications shall be performed under the supervision of a licensed certified pesticide applicator. Read the label prior to applying any chemical.

**E. Turf Insect & Disease Control**

The contractor shall be responsible for monitoring the site conditions on each visit to determine if any insect pest or disease problems exist. The contractor shall identify the insect pest or disease, as well as the host plant, and then propose a solution and pricing. If the solution includes the use of pesticides, the certified pesticide applicator shall be familiar with the label provided for the selected product prior to application.

**F. Irrigation**

If included in this agreement, the irrigation system will be inspected monthly for proper operation. Any deficiencies will be repaired or proposed if repairs will total more than the agreed upon allotment.

**4.0 Trees, Shrubs, Herbaceous Perennials, & Ground Cover**

All ornamental trees, shrubs, and ground cover shall be pruned when appropriate to remove dead or damaged branches, maintain the natural form of the plant, and create the effect intended by the landscape architect or designer. Except for desired hedges, or to conform to design intent, all pruning and thinning of plants shall be done to retain their natural shapes. If previous maintenance practice has been to shear and ball, then a natural shape will be restored gradually

**A. Pruning Guidelines**

- i. Hedges or shrubs that require shearing to maintain a formal appearance shall be pruned as required. Dead wood shall be removed from sheared plants before the first shearing of the season.
- ii. Ground cover shall be edged and pruned as needed to contain them within their borders.
- iii. Thinning: Remove undesirable branches, water sprouts and suckers by cutting them back to their point of origin on parent stems. This method results in a more open plant, without stimulating excessive growth.
- iv. Plants overhanging passageways and parking areas shall be pruned as needed.
- v. Shade and flowering trees that cannot be adequately pruned from the ground shall not be included in the Landscape Management Agreement. This type of work shall be performed by a licensed Tree Expert under a separate contract.



- vi. Palm tree under 15 feet shall be maintained as a part of the agreement. Maintenance would include brown Palm frond removal and trimming. Palms over 15 feet would be proposed as an additional service to this agreement.

**B. Clean-up**

Plant beds shall receive a general cleanup before mulching. Cleanup includes:

- i. Removing debris and trash from beds.
- ii. Thoroughly weed area by manually removing all weeds, chemically treating all weeds, or a combination of the two.
- iii. Cultivate existing mulch and/or remove excess soil/mulch to expose the root flare and so that when new mulch is applied, there is no more than a total depth of 2" of mulch. If existing soil/mulch build up is excessive, removal will be proposed at an additional cost.
- iv. If necessary or specified, a pre-emergent herbicide may be applied to the soil to inhibit the growth of future annual or biennial weeds. Organically maintained gardens shall not receive any pre emergent herbicides.

**C. Shrub and Ground Cover Fertilization**

Fertilizer Selection

- i. Slow-release fertilizer should be the preferred type. The technical data sheet or label on the fertilizer should show that a minimum of 50% of the nitrogen source is water insoluble (WIN) and the salt index is less than 50.
- ii. Slow-release fertilizers should be applied at a rate between 1 and 3lbs of actual nitrogen per 1,000 sq. ft. per application and shall not exceed 3 pounds of actual nitrogen per 1,000 sq. ft. annually. Quick-release fertilizer should only be used when the objectives of fertilization cannot be met with slow-release fertilizer. A soil test shall determine if phosphorus and potassium are required. Guidelines for testing soil will should follow state or local requirements.

Fertilizer Area

- i. The fertilization area shall be defined prior to application. Consideration shall be given to root accessibility, root location, fertilization objectives, and plant species. The area to be fertilized for shrubs shall be the area under the drip line of the plant.

**D. Mulching**

- i. The use of mulch should be limited to a maximum total depth no greater than 2".
- ii. If annual or biennial weeds are the primary reason for mulching, they are best controlled with the use of pre-emergent herbicides applied before the weed seeds germinate or with the use of post-emergent herbicide sprayed on the foliage of the growing weeds. If there are perennial weeds that exist, physically remove or spot treat chemically with an herbicide before mulching or else they will grow through the pre-emergent barrier.
- iii. Special care shall be taken in the mulching operation not to over mulch or cover the base of the trees and shrubs.



**E. Weeding**

- i. All beds shall be weeded on a continual basis throughout the growing season to maintain a relatively neat appearance at all times.
- ii. Pre and post-emergent (foliar applied) herbicides shall be used where and when applicable and in accordance with the product's label following the most current University Extension publications.

**F. Insect and Disease Control**

- i. The landscape contractor shall be responsible for monitoring the landscape site on a regular basis. The monitoring frequency shall be determined by joint consensus between the customer and contractor. Trained personnel shall monitor for plant damaging insect activity, plant pathogenic diseases, and potential cultural problems in the landscape. The pest or cultural problem will be identified under the supervision of the contractor. Monitor for weeds throughout the season, especially for invasive species. If any invasive species are found, take immediate action to remove.
- ii. For plant damaging insects and mites identified in the landscape, the contractor shall consult and follow the recommendations of the most current edition of the state University Extension publications on insect and disease control on landscape plant material.
- iii. Plant pathogenic disease problems identified by the contractor that can be resolved by pruning or physical removal of damaged plant parts will be performed as part of the contract. For an additional charge, plant pathogenic diseases can be resolved through properly timed applications of fungicides when the customer authorizes. Fungicides are effective when applied before the symptoms are present on the plant and are applied on a preventative basis.

**G. Trash Removal**

The landscape contractor shall remove trash from all shrub and ground cover beds with each visit. All trash shall be removed from turf areas prior to mowing.

**H. Watering**

- i. If an irrigation system exists, the landscape contractor shall be responsible for monitoring its effectiveness and reporting any problems to the owner.
- ii. The landscape contractor shall not be responsible for any hand-watering of the trees, shrubs, or ground cover, except where feasible and at an additional cost to the owner.
- iii. During water restriction periods, it is advisable for contractors to recommend watering to prevent damaging stress to landscape plants.



**I. Miscellaneous**

The following items shall be done one year after installation, if appropriate, at an additional cost to the owner.

- i. It is the owner's responsibility to remove stakes, wire, and hose one year after planting unless growing conditions warrant otherwise.
- ii. All dead or unhealthy plant material out of warranty shall be replaced upon the approval of plant selection and price by the owner.

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2025**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
BALANCE SHEET  
JULY 31, 2025**

	General Fund	Debt Service Fund Series 2015	Capital Projects Fund Series 2015	Total Governmental Funds
<b>ASSETS</b>				
Cash	\$ 107,912	\$ -	\$ -	\$ 107,912
Revenue	-	1,704,046	-	1,704,046
Reserve	-	1,011,576	-	1,011,576
Sinking	-	92	-	92
Interest	-	76	-	76
Prepayment	-	52,096	-	52,096
Construction	-	-	221,397	221,397
Due from other	32,540	-	-	32,540
Due from capital projects fund	14,504	-	-	14,504
Due from other governments	2,197	-	-	2,197
Utility deposit	781	-	-	781
Total assets	<u>\$ 157,934</u>	<u>\$ 2,767,886</u>	<u>\$ 221,397</u>	<u>\$ 3,147,217</u>
<b>LIABILITIES</b>				
<b>Liabilities</b>				
Developer advance	\$ 1,983	\$ -	\$ -	\$ 1,983
Accrued taxes payable	154	-	-	154
Due to general fund	-	-	14,504	14,504
Total liabilities	<u>2,137</u>	<u>-</u>	<u>14,504</u>	<u>16,641</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred receipts	34,737	-	-	34,737
Total deferred inflows of resources	<u>34,737</u>	<u>-</u>	<u>-</u>	<u>34,737</u>
<b>FUND BALANCES</b>				
Restricted for:				
Debt service	-	2,767,886	-	2,767,886
Capital projects	-	-	206,893	206,893
Assigned				
Lake bank erosion repair	150,000	-	-	150,000
Unassigned	(28,940)	-	-	(28,940)
Total fund balances	<u>121,060</u>	<u>2,767,886</u>	<u>206,893</u>	<u>3,095,839</u>
Total liabilities and fund balances	<u>\$ 157,934</u>	<u>\$ 2,767,886</u>	<u>\$ 221,397</u>	<u>\$ 3,147,217</u>

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 1,281	\$ 308,390	304,891	101%
Intergovernmental: shared costs revenue	2,536	21,406	68,040	31%
Interest	2	31	-	N/A
Total revenues	<u>3,819</u>	<u>329,827</u>	<u>372,931</u>	88%
<b>EXPENDITURES</b>				
Supervisors	1,077	10,550	10,334	102%
Management/recording	3,333	33,333	40,000	83%
Financial accounting services	1,292	12,917	15,500	83%
Audit	-	4,500	4,500	100%
Dissemination agent	417	4,167	5,000	83%
Arbitrage rebate	-	500	500	100%
Trustee fees	-	9,191	10,850	85%
Legal	988	9,948	10,000	99%
Engineering	-	15,300	5,000	306%
Postage	167	1,367	750	182%
Printing & reproduction	83	833	1,000	83%
Legal advertising	-	-	1,000	0%
Annual district filing fee	-	175	175	100%
Insurance	-	7,337	7,100	103%
Other current charges	182	2,161	650	332%
ADA website maintenance	-	420	210	200%
Website	-	705	705	100%
Total professional & admin	<u>7,539</u>	<u>113,404</u>	<u>113,274</u>	100%
<b>Operations</b>				
Shared costs maintenance/monitoring	9,343	83,594	126,000	66%
On-site other contractual services	<u>7,617</u>	<u>79,589</u>	<u>116,000</u>	69%
Total operations	<u>16,960</u>	<u>163,183</u>	<u>242,000</u>	67%
<b>Other fees and charges</b>				
Property appraiser	-	1,459	1,459	100%
Tax collector	-	2,685	2,189	123%
Total other fees and charges	<u>-</u>	<u>4,144</u>	<u>3,648</u>	114%
Total expenditures	<u>24,499</u>	<u>280,731</u>	<u>358,922</u>	78%
Excess/(deficiency) of revenues over/(under) expenditures	(20,680)	49,096	14,009	
Fund balance - beginning	141,740	71,964	111,917	
Assigned				
Lake bank erosion repair <sup>1</sup>	150,000	150,000	150,000	
Unassigned	<u>(28,940)</u>	<u>(28,940)</u>	<u>(24,074)</u>	
Fund balance - ending	<u>\$ 121,060</u>	<u>\$ 121,060</u>	<u>\$ 125,926</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 JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 8,359	\$ 1,994,560	\$ 1,993,150	100%
Interest	9,373	94,122	-	N/A
Total revenues	17,732	2,088,682	1,993,150	105%
<b>EXPENDITURES</b>				
Principal	-	670,000	670,000	100%
Interest	-	1,310,135	1,308,900	100%
Total expenditures	-	1,980,135	1,978,900	100%
Excess/(deficiency) of revenues over/(under) expenditures	17,732	108,547	14,250	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfers out		(22,772)	-	N/A
Total other financing sources/(uses)	-	(22,772)	-	N/A
Net change in fund balances	17,732	85,775	14,250	
Fund balance - beginning	2,750,154	2,682,111	2,604,257	
Fund balance - ending	<u>\$ 2,767,886</u>	<u>\$ 2,767,886</u>	<u>\$ 2,618,507</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 JULY 31, 2025**

	Current Month	Year to Date
<b>REVENUES</b>		
Interest	\$ 754	\$ 11,565
Total revenues	<u>754</u>	<u>11,565</u>
<b>EXPENDITURES</b>		
Capital outlay	-	152,240
Total expenditures	<u>-</u>	<u>152,240</u>
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfers in	-	22,772
Total other financing sources/(uses)	<u>-</u>	<u>22,772</u>
Net increase/(decrease), fund balance	754	(117,903)
Beginning fund balance	206,139	324,796
Ending fund balance	<u>\$ 206,893</u>	<u>\$ 206,893</u>

## Beach Road Golf Estates

### Construction Fund Sources and Uses Reconciliation

Updated 5/19/25

#### Sources

01/1/23 Construction Fund Balance	<b>Total Sources</b>	<b>986,324</b>
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#### Uses

##### January 2023 Requisitions

Req. 62 - Landcare USA (Oak Tree relocation & Sod for Palm Trees)	6,463.32
Req. 63 - Superior Waterways (Aerator Cabinets & Compressors)	17,672.16
Req. 64 - Lykins Signtek (Additional Stop Signs)	7,950.00
Req. 65 - Kerton Electrical (Pedestrian Gate Electrical)	1,037.99
<b><u>MONTH TOTAL:</u></b>	<b><u>\$33,123.47</u></b>

##### February 2023 Requisitions

Req. 66 - Lykins Signtek (Speed Hump Crossing Sign)	\$725.00
Req. 67 - Landcare USA (Sod for the Oak Tree field)	\$3,128.32
Req. 68 - Collier Paving (Speed Hump Installation)	\$64,101.12
Req. 69 - Superior Waterways (Deposit for Aerator Upgrade Program)	\$87,365.58
<b><u>MONTH TOTAL:</u></b>	<b><u>\$155,320.02</u></b>

##### March 2023 Requisitions

Req. 70 - Superior Waterways (Aerator Upgrade Program)	\$62,122.53
<b><u>MONTH TOTAL:</u></b>	<b><u>\$62,122.53</u></b>

##### April 2023 Requisitions

NONE	
<b><u>MONTH TOTAL:</u></b>	<b><u>\$0.00</u></b>

##### May 2023 Requisitions

None	
<b><u>MONTH TOTAL:</u></b>	<b><u>\$0.00</u></b>

##### June 2023 Requisitions

Req. 71 - Collier Paving (ADA Mats & RPMs)	\$1,210.00
Req. 72 - MRI Underwater Specialists (Stormwater Inspection within gates)	\$6,000.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$7,210.00</u></b>

##### July 2023 Requisitions

None	
<b><u>MONTH TOTAL:</u></b>	<b><u>\$0.00</u></b>

##### August 2023 Requisitions

Req. 73 - FPL (BBRD Streetlighting Cancellation)	\$130,311.84
--------------------------------------------------	--------------

Req. 74 - Anchor Marine Services (Drain Repair/Replacements)	\$52,516.00
Req. 75 - Carter Fence (Pedestrian Gate Installation)	\$17,659.14
<b><u>MONTH TOTAL:</u></b>	<b><u>\$200,486.98</u></b>

**September 2023 Requisitions**

Req. 76 - Collier Paving (Additional Pedestrian Street Signs)	\$29,200.00
Req. 77 - Anchor Marine Services (Drain Repair/Replacement)	\$27,294.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$56,494.00</u></b>

**October 2023 Requisitions**

Req. 78 - Banks Engineering (Various LDO Work)	\$6,750.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$6,750.00</u></b>

**January 2024 Requisitions**

Req. 79 - MRI Non-Shared Repairs	\$23,589.00
Req. 80 - MRI Collapsed Pipe Repair	\$16,970.00
Req. 81 - MRI Pipe Cleaning	\$62,400.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$102,959.00</u></b>

**March 2024 Requisitions**

Req. 82 - MRI BBRD 30% Cleaning	\$10,800.00
Req. 83 - JEI Stormwater Review	\$1,708.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$12,508.00</u></b>

**July 2024 Requisitions**

Req. 84 - AV Tech 50% Crosswalk	\$10,075.00
Req. 85 - FL GIS	\$2,880.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$12,955.00</u></b>

**October 2024 Requisitions**

Req. 86 - Collier Paving Striping	\$37,895.80
<b><u>MONTH TOTAL:</u></b>	<b><u>\$37,895.80</u></b>

**January 2025 Requisitions**

Req. 88 - FLGIS Drain Repair Layers	\$1,440.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$1,440.00</u></b>

**February 2025 Requisitions**

Req. 89 - Paramount Paving Stop Signs	\$7,400.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$7,400.00</u></b>

**March 2025 Requisitions**

Req. 90 - BBRD Landscape Lighting	\$143,400.00
<b><u>MONTH TOTAL:</u></b>	<b><u>\$143,400.00</u></b>

**TOTAL** **\$840,064.80**

**REQUISITION #87 INCORRECTLY ASSIGNED & DELETED, NOW INVALID**

Additional Littoral Plantings- Earthbalance (Paid waiting for requisition # from Banks Completed in 2022)	22,500
Card reader for new entry pedestrian gates -Ramco (Paid waiting for req # from Banks 2023)	2,500
Solar Pedestrian Crosswalk Cavan	41,980
Bonness Sidewalk Repairs	48,614
FL GIS Remaining Balance	12,560

Planned Uses    \$128,153.68

Total Expenses    \$968,218.48

\* REMAINING BALANCE

*Variance	\$18,105.09
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**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 Public Hearings and a Regular Meeting on August 18, 2025 at 1:00 p.m., at the Bonita National Golf and Country Club, 2nd Floor of the Clubhouse, 17501 Bonita National Blvd., Bonita Springs, Florida 34135 and via Zoom at <https://zoom.us/j/95544868880>, and telephonically at 1-305-224-1968, Meeting ID: 955 4486 8880, Passcode: 5522 for both.

**Present:**

Barry Kove	Chair
Daniel DiTommaso	Vice Chair
Joseph Grillo	Assistant Secretary
Timothy Vanderhyden	Assistant Secretary
Denise Kempf	Assistant Secretary

**Also present:**

Shane Willis	Operations Manager
Greg Urbancic (via Zoom)	District Counsel
Mark Zordan	District Engineer
Andy Nott	Superior Waterway Services, Inc.
Shelley Olsen	HOA Community Association Manager (CAM)
Natalie Garavelli	HOA Assistant CAM
Jeff Caris	Valencia Bonita Member of the Public
Residents	

The names of all attendees, residents and/or members of the public might not be included in these meeting minutes. If the person did not identify themselves, their name was inaudible or their name did not appear in the meeting notes or on an attendee sign in sheet, the name was not listed.

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Willis called the meeting to order at 1:00 p.m. All Supervisors were present.

- **District Engineer: Johnson Engineering, Inc.**

39           **This item, previously Item 10B, was presented out of order.**

40           **I.       LDO21-78030-BOS Notification from Bonita Springs**

41           **II.       Bonita National Lake Bank Inspection for LDO Closeout**

42           Mr. Zordan stated that, about six weeks ago, Miley Jacobs of the City of Bonita Springs  
43 notified him that the Limited Development Order (LDO) closeout for the lake restoration project  
44 from three years ago. Ms. Jacobs stated the City fell behind after storms and hurricanes; the  
45 permitted work was inspected in June and she compiled an extensive list of deficiencies.

46           Mr. Willis stated the list included lakes on the LDO that was still open, as well as other  
47 lakes that require ongoing maintenance separate from the LDO that should not have been  
48 included. The LDO was dated in 2021; Banks Engineering was managing the permit, and Johnson  
49 Engineering (JEI) did not realize that the LDO was still open.

50           Discussion ensued regarding whether the LDO in question was prior to or related to the  
51 very extensive lake bank erosion project MRI completed, a previous project, or new erosion.

52           Mr. Willis stated the LDO is from before he joined CDD Staff two years ago.

53           Mr. Zordan stated new erosion was observed at various lakes and, while the LDO was  
54 limited to six lakes, the list compiled by Ms. Jacobs included sixteen lakes. He and Mr. Willis  
55 determined that the LDO permit should be closed out and the additional washouts should be  
56 addressed within the upcoming budget year. In order to obtain proposals, a pre-bid meeting was  
57 held with five contractors, including Mr. Nott. Questions raised include the type of sod, staging  
58 areas for materials, warranty, access points, work hours, specifications for contractors, and  
59 whether to bid the project as a lump sum or on a time and material basis.

60           Mr. Zordan referred to pictures of the washouts and discussed cost concerns. Given that  
61 the contractors do not want to proceed while water levels are high, he recommended allowing  
62 Mr. Nott to perform interim repairs now, or wait for repairs to be done during the dry season  
63 and repairing all 16 lakes at once. Mr. Willis stated he and Mr. Zordan just learned of this issue.

64           Discussion ensued regarding whether the City will allow a delay in making the repairs, the  
65 need to determine who opened the permit and who Banks Engineering engaged to perform the  
66 work, differentiating between the lakes under the LDO and the remaining lakes with erosion.

67 Mr. Willis stated work cannot proceed until water levels recede because contractors do  
68 not want to work in high water conditions and will not warranty such work.

69 Discussion ensued regarding whether to utilize Operations & Maintenance (O&M) funds  
70 or the Construction Fund, whether to combine the projects, the contractors' consensus to work  
71 on a time and materials basis with a not-to-exceed amount, potential costs in the \$20,000 range,  
72 and Staff's recommendation complete the work on the six lakes now to close out the LDO.

73 Ms. Kempf asked if Banks Engineering submitted the paperwork to close out the LDO. She  
74 thinks if it was submitted and the County failed to perform the inspection in a timely manner,  
75 they should view the issue differently. Mr. Willis agreed and stated that will be asked, as neither  
76 he nor Mr. Zordan were involved; however, the repairs must be completed to close the permit.  
77 He noted the need to develop a better timeline and gather information and stated his belief that  
78 the City will probably accept a reasonable timeline. Staff can explain what happened while  
79 simultaneously making arrangements for the repairs.

80 Mr. DiTomasso asked Staff to determine if the issue was due to the City's delay or an issue  
81 with Banks Engineering. He asked if the lakes are reviewed annually for erosion. Mr. Willis replied  
82 affirmatively and stated JEI will determine if there are any other issues or any other outstanding  
83 LDOs. He and Mr. Zordan reviewed the lakes the last two years and planned for repairs to be  
84 completed during the dry season but this upcoming work will alter those plans.

85 On a photo, Mr. Willis identified areas below control elevation that were identified during  
86 review of the lakes that need maintenance but are not considered lake bank erosion; however,  
87 because the LDO was still open and the project was reviewed by the City, those areas must be  
88 repaired. It was noted that these issues likely did not exist when the project was completed.

89 Discussion ensued regarding the photos, washouts likely caused by irrigation, lake bank  
90 erosion, presence of riprap, need to complete the proposed repairs and close out the LDO, need  
91 to understand what occurred, whether Banks Engineering can be held accountable, and whether  
92 it is worth pursuing.

93 Mr. Willis stated Staff will present answers to these matters at the next meeting. He thinks  
94 the City will likely state that the CDD is responsible, regardless of the City's failure to perform a  
95 timely inspection.

Whether to repair the six lakes now or combine them into one project was discussed.

Mr. Vanderhyden thinks the LDO scope of work is small and supports Superior Waterways addressing it promptly, in accordance with the lake management contract with a not-to-exceed amount, when the water is at the proper level and it can be fixed properly. Mr. Willis agreed and stated his belief that the City will accept a reasonable timeline. Additional information and proposals for the LDO work and the entire scope of work will be presented at the next meeting.

Mr. Zordan will complete additional due diligence on any open LDOs or permits.

### **III. Sidewalk Project Update**

Mr. Zordan stated that Bonness is waiting for the right-of-way (ROW) permit from the City. Staff is following up; once the permit is received, the project will begin within two weeks. Advance notice will be given and the HOA will alert residents accordingly.

#### **▪ Update: Superior Waterway Services, Inc. Treatment Report**

**This item, previously the Fourth Order of Business, was presented out of order.**

Mr. Nott presented the Monthly Treatment Report and noted that the planting behind the resident's home on Lake 4 was completed. His map will be corrected, as Lakes 3 and 4 were reversed. Regarding the cost, a standard three rows of plants were installed, one plant per foot, and the cost was not substantial.

Regarding Lake 18, Mr. Nott stated the main aerator breaker will be relocated and a subpanel will be installed closer to the cabinet to see if interference is occurring, at no cost to the CDD. He noted that the lakes look good.

Discussion ensued regarding broken equipment opposite the ninth green. Mr. Nott believes it is an old rain sensor that does not belong to the CDD; he will inspect the area.

## **SECOND ORDER OF BUSINESS**

### **Chairman's Opening Comments**

Mr. Kove asked about the Cavan Court Pedestrian/Golf Cart Crosswalk project. Mr. Willis stated the poles were initially estimated to arrive in four to six weeks, and it is currently the fifth week. He will follow up with the vendor. Mr. Kove asked for AV-Tech to repair holes left on one side of the road when reflectors were removed on Wicklow Court.

Mr. Kove asked if there was an update from Florida Power & Light (FPL) about the sidewalk lighting project pertaining to the lights that are still on. Mr. Willis stated he requested the maintenance person's contact information, but it was not provided. He has asked Eric Colling, the Project Manager for the installation, to review it. Mr. Adams also followed up with him personally. He cannot explain why they were not adjusted, unless they have decided it is low priority. He and Mr. Adams will continue to follow up.

Mr. Kove asked Mr. Cutler to inform residents at Valencia that Staff is addressing this.

Mr. Kove recalled that a Maintenance Agreement is needed to address improper angling of lights in the median. Mr. Willis stated a proposal from Steve Bentley is pending. He included them in the Landscaping Request for Proposals (RFP), where a special requirement will include adjusting the lights if they are bumped and reviewing the lights weekly. Mr. Bentley will conduct a semi-annual infrastructure review of the lights; only the cost of repairs will be billed. Mr. Willis will follow up regarding the proposal for the currently needed repairs.

Asked if LandCare should be charged for the repair of the median lights, Mr. Willis stated that, while he would normally have the conversation, it was not included in their contract.

Mr. Urbancic discussed stated if the CDD has sufficient belief or proof that LandCare did not exercise due care, a demand can be made; the discussion regarding the CDD's request for compensation can be had under a general due care standard. Mr. Willis stated he will do that; Bentley replaced one section around the trees and an invoice will be provided for the portion related to the tree that fell, for which reimbursement will not be sought. He will ask for a second invoice for the other repairs and present it to the Area Manager. This item will be added to the new contract, under special requirements. LandCare is working on a month-to-month basis.

### **THIRD ORDER OF BUSINESS**

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

Public comments were heard during the meeting.

### **FOURTH ORDER OF BUSINESS**

### **Update: Superior Waterway Services, Inc. Treatment Report**

This item was presented following the First Order of Business.



156

157 **FIFTH ORDER OF BUSINESS**Public Hearing on Adoption of Fiscal Year  
2025/2026 Budget

158

159

160 **A. Proof/Affidavit of Publication**

161 The affidavit of publication was included for informational purposes.

162 **B. Consideration of Resolution 2025-09, Relating to the Annual Appropriations and**163 **Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending**164 **September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date**

165 Mr. Willis presented Resolution 2025-09. He reviewed the proposed Fiscal Year 2026

166 budget, highlighting increases, decreases and adjustments, compared to the Fiscal Year 2025

167 budget. Fiscal Year 2026 assessments are proposed to increase slightly year-over-year.

168 Discussion ensued regarding the need to continue building fund balance to have working

169 capital in the early months of the Fiscal Year before revenues are received.

170 It was noted that a typo will be corrected on the bottom of Page 3, where both the

171 Property Appraiser and the Tax Collector fees are listed as \$2,189 despite a \$0.50 fee difference,

172 based on the same number of parcels.

173 **Mr. Willis opened the Public Hearing.**

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

175 **Mr. Willis closed the Public Hearing.**

176 Mr. Willis noted that, while Engineering expenses exceeded the amount budgeted in

177 Fiscal year 2025 due to special projects, he does not expect that in Fiscal Year 2026.

178

179 **On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, Resolution**  
180 **2025-09, Relating to the Annual Appropriations and Adopting the Budget for the**  
181 **Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026;**  
182 **Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

183

184

185 **SIXTH ORDER OF BUSINESS**Public Hearing to Hear Comments and  
Objections on the Imposition of  
Maintenance and Operation Assessments

186

187

to Fund the Budget for Fiscal Year  
2025/2026, Pursuant to Florida Law

**A. Proof/Affidavit of Publication**

**B. Mailed Notice(s) to Property Owners**

These items were included for informational purposes.

Mr. Willis stated this is not the first year Mailed Notices were sent to property owners; Mailed Notices are sent only in those years when an assessment increase occurs.

A Board Member asked for the copy of the newspaper advertisement to be enlarged so it is readable. Mr. Willis will share the request with District Management.

**Mr. Willis opened the Public Hearing.**

Resident Jeff Caris asked which homeowners receive Mailed Notices.

Mr. Willis stated that every single property owner of the CDD receives a Mailed Notice.

Mr. Urbancic stated when there is an increase in the Operation & Maintenance (O&M) Assessment, a Mailed Notice is sent to property owners at the address listed with the Property Appraiser and Tax Collector website and a notice is published in the newspaper. Mailed Notices are not sent in years with no assessment increase; the newspaper notice is the only notification.

Mr. Caris stated that he did not receive a Mailed Notice and questioned if any other Valencia Bonita (Valencia) residents did not receive one. Mr. Kove asked if the Mailed Notices are limited to CDD residents and noted that Valencia Bonita is not part of the CDD. Mr. Urbancic stated the CDD only assesses properties within its boundaries. Valencia is not part of the CDD but Valencia has certain obligations under a Cost Sharing Agreement to which this CDD and the Bonita Landing CDD are parties. The CDD does not have jurisdiction over Valencia.

Mr. Willis stated that the CDD assessments do not apply to Valencia; Valencia residents have a shared cost for landscaping. CDD homeowners might not receive a Mailed Notice if they do not update their address with the Property Appraiser and Tax Collector.

It was noted that the Valencia HOA does not pay into the CDD budget; rather, the Valencia HOA pays a proportionate share of the landscaping costs.

**Mr. Willis closed the Public Hearing.**

**C. Consideration of Resolution 2025-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; 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**

Mr. Willis presented Resolution 2025-10, which allows the CDD to impose and collect the assessments utilizing the services of the Property Appraiser and Tax Collector.

**On MOTION by Mr. Kove and seconded by Mr. Grillo, with all in favor, Resolution 2025-10, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2025/2026; 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, was adopted.**

**SEVENTH ORDER OF BUSINESS**

**Consideration of Goals and Objectives Reporting FY2026 [HB7013 - Special Districts Performance Measures and Standards Reporting]**

**• Authorization of Chair to Approve Findings Related to 2025 Goals and Objectives Reporting**

Mr. Urbancic presented the Goals and Objectives Reporting for Fiscal Year 2026. Mr. Willis noted that the Chair needs to be authorized to approve the findings related to the Fiscal Year 2025 Goals and Objectives Reporting.

**On MOTION by Mr. Vanderhyden and seconded by Mr. Grillo, with all in favor, the Goals and Objectives Reporting for Fiscal Year 2026 Performance Measures and Standards and authorizing the Chair to approve the findings related to the 2025 Goals and Objectives Reporting, were approved.**

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of June 30, 2025**

• **Construction Fund Sources and Uses Reconciliation**

Mr. Willis presented the Unaudited Financial Statements as of June 30, 2025. He noted that the Reconciliation Report, which is not included in the agenda, is unchanged from the previous month. The only two projects are the sidewalk project and the Cavan Court Pedestrian/Golf Cart Crosswalk project. Mr. Willis will email the Report to the Board.

Ms. Kempf asked about the \$150,000 budgeted for “Lake bank erosion repair” that was unspent. Mr. Willis stated that unspent budgeted funds from Fiscal Year 2025 will be directed to Unassigned funds in the 2026 budget.

The financials were accepted.

**NINTH ORDER OF BUSINESS**

**Approval of July 21, 2025 Regular Meeting Minutes**

Mr. Willis presented the July 21, 2025 Regular Meeting Minutes. He noted that changes to the Minutes must be discussed on the record, rather than outside of a public meeting.

The following changes were made:

Line 25: Change “Shelly” to “Shelley”

Line 26: Insert “Garavelli” after “Natalie”

Line 62: Change “on the list” to “lit”

Line 115: Add the following verbatim:

“Mr. DiTommaso questioned the \$150,000 budgeted for “Lake bank erosion repair” and the footnote which reads, “Intended to fund long term lake bank erosion repairs in District owned ponds”. He noted that that has been budgeted for the last three or four budget years without any actual expenses against it. He noted the increase in this year’s budget and asked if that line item can be diluted in any way to achieve a savings. He asked for an explanation of how unused funds works, and if they carry forward.

Mr. Willis stated that unused funds go into the unexpended fund balance; it is not a reserve, but it does act as a budgetary reserve for other line items. He recalled that such funds were used for the Fox Rock project. Mr. DiTommaso

stated he understands that it is not a reserve, and asked there are three years like that, totaling \$450,000, where do those funds reside? Mr. Willis stated that those funds would be reflected in the "Fund balance – ending" total shown on Page 3, which shows what is available to the CDD, in the event that those funds are needed."

Regarding Line 126, Mr. DiTommaso asked if the letter was sent to the Golf Board. Mr. Willis stated that Shelley was notified that the CDD was pulling out of the project and removed all the equipment and that it would not be replaced.

**On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the July 21, 2025 Regular Meeting Minutes, as amended, were approved.**

#### **TENTH ORDER OF BUSINESS**

#### **Staff Reports**

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

There was no report.

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

**I. LDO21-78030-BOS Notification from Bonita Springs**

**II. Bonita National Lake Bank Inspection for LDO Closeout**

**III. Sidewalk Project Update**

This item was presented following the First Order of Business.

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

**○ NEXT MEETING DATE: September 15, 2025 at 1:00 PM**

**○ QUORUM CHECK**

All Supervisors confirmed their attendance at the September 15, 2025 meeting.

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

The Project Tracker Report was included for informational purposes.

Mr. Willis presented the Landscaping Services RFP. The Board can email their edits. Mr. Vanderhyden submitted his edits directly to Mr. Willis.

Mr. Willis stated the responses will be considered at the September meeting.

Ms. Kempf asked if a checklist is kept to ensure that projects are completed before payments are made. Mr. Willis stated he approves routine payments, such as aquatics and landscaping contractual maintenance, and forwards invoices to District Management for issuance of payment. He described the requisition process for specific jobs, such as those carried out by Mr. Zordan's team, and discussed the processes.

**ELEVENTH ORDER OF BUSINESS****Audience Comments/Supervisors' Requests**

No members of the public spoke.

There were no Supervisors' requests.

**TWELFTH ORDER OF BUSINESS****Adjournment**

**On MOTION by Mr. Grillo and seconded by Mr. Kove, with all in favor, the meeting adjourned at 2:29 p.m.**

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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335  
336  
337  
338

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Secretary/Assistant Secretary

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Chair/Vice Chair

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

# **STAFF REPORTS**

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS  
C**

# WRATHELL, HUNT & ASSOCIATES LLC.

2300 GLADES RD, #410W  
BOCA RATON FL 33431

Lee County FL – Community Development Districts

04/15/2025

NAME OF COMMUNITY DEVELOPMENT DISTRICT	NUMBER OF REGISTERED VOTERS AS OF 04/15/2025
Babcock Ranch	0
Bay Creek	758
Bayside Improvement	2,910
Beach Road Golf Estates	1,307
Brooks I of Bonita Springs	2,167
Brooks II of Bonita Springs	1,483
Coral Bay	264
East Bonita Beach Road	701
Mediterra	431
Parklands Lee	559
Parklands West	585
River Hall	3,093
River Ridge	1,421
Saltleaf CDD	0
Savanna Lakes	239
Stonewater	349
Stoneybrook	1,680
University Square	0
University Village	0
Verandah East	1,032
Verandah West	957
Waterford Landing	1,507
WildBlue	988

Send to: Daphne Gillyard [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) Phone: 561-571-0010

Tammy Lipa – Voice: 239-533-6329

Email: [tlipa@lee.vote](mailto:tlipa@lee.vote)

BEACH ROAD GOLF ESTATES COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Bonita National Golf and Country Club, 2<sup>nd</sup> Floor of the Clubhouse 17501 Bonita National Blvd., Bonita Springs, Florida 34135</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2025	Regular Meeting	1:00 PM
November 17, 2025	Regular Meeting	1:00 PM
December 15, 2025	Regular Meeting	1:00 PM
January 12, 2026*	Regular Meeting	1:00 PM
February 16, 2026	Regular Meeting	1:00 PM
March 16, 2026	Regular Meeting	1:00 PM
April 20, 2026	Regular Meeting	1:00 PM
May 18, 2026	Regular Meeting	1:00 PM
June 15, 2026	Regular Meeting	1:00 PM
July 20, 2026	Regular Meeting	1:00 PM
August 17, 2026	Regular Meeting	1:00 PM
September 21, 2026	Regular Meeting	1:00 PM

**Exception**

*\*The January meeting date is one (1) week earlier to accommodate the Martin Luther King Day holiday.*

**BEACH ROAD GOLF ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS  
D**

# PROJECT STATUS as of 9/8/2025

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
<b>Cavan Pedestrian &amp; Golf Cart Crosswalk</b>	In Progress	4/21/2025	0%	Approved by BOS NTE \$40,000.00
	In Progress	4/4/2025	10%	Field Meeting with Chair, AV Tech, JEI & WHA
	In Progress	4/29/2025	25%	Teams Meeting to finalize JEI diagram, attended by JEI & AV Tech
	In Progress	5/6/2025	25%	Placed on 5/19/2025 agenda for Board consideration
	In Progress	5/19/2025	50%	Board approved AV Tech NTE amount \$41,980.00
	In Progress	6/14/2025	50%	Received proposals for decorative posts
	In Progress	6/26/2025	50%	Poles proof approved and placed on order, AV Tech has received the crosswalk package and is ready for install
	In Progress	9/4/2025	75%	Poles delivered, installation expected to begin before 9/18/25.
<b>Bonita Beach Rd Sidewalk Repairs</b>	In Progress	3/17/2025	0%	JEI Report Presented to Board, total cost approximately \$50,000.00
	In Progress	3/17/2025	10%	Board Instructed Staff to execute using shared cost after sending email to CDD stakeholders



## To-Do List

TASK	STATUS	AS OF DATE	% COMPLETE	NOTES
	In Progress	4/21/2025	25%	District Manager advised Board about impacts related to shared cost and a potential delay in the project. Board instructed Staff to prioritize repairs for using the construction fund.
	In Progress	5/12/2025	25%	Prioritized repairs placed on the 5/19/2025 for Board consideration
	In Progress	5/19/2025	50%	Board approved full repairs for cost NTE \$48,613.68
	In Progress	5/27/2025	50%	Contract sent to JEI & Bonness for execution
	In Progress	7/10/2025	50%	Contract returned with requested changes
	In Progress	7/14/2025	50%	Changes approved by District Counsel's Office, contract resent to JEI & Bonness
	In Progress	9/5/2025	75%	Project start date set for 9/22/25