



Rizzetta & Company

Waterlefe Community Development District

**Board of Supervisors' Meeting
December 16, 2019**

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

www.waterlefecdd.org

**WATERLEFE
COMMUNITY DEVELOPMENT DISTRICT
AGENDA**

To be held at the Waterlefe River Club, 995 Fish Hook Cove, Bradenton, Florida 34212

District Board of Supervisors	Kenneth Bumgarner	Chairman
	Alan Haibach	Vice Chairman
	Ruth Harenchar	Assistant Secretary
	Jim Davis	Assistant Secretary
	Richard Carroll	Assistant Secretary
District Manager	Greg Cox	Rizzetta & Company, Inc.
District Counsel	Andrew Cohen	Persson, Cohen & Mooney, P.A.
District Engineer	Rick Schappacher	Schappacher Engineering, LLC

All Cellular Phones and Pagers must be turned off while in the Meeting Room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 813-933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**Board of Supervisors
Waterlefe Community
Development District**

December 9, 2019

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Waterlefe Community Development District will be held on **Monday, December 16, 2019 at 2:00 p.m.** at the Waterlefe River Club, located at 995 Fish Hook Cove Bradenton, FL 34212. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. SPECIAL AGENDA TOPIC**
 - A. None
- 4. BUSINESS ADMINISTRATION**
 - A. Consideration of the Meeting Minutes from November 18, 2019 Tab 1
 - B. Consideration of the Operations and Maintenance Expenditures for the month of November 2019 Tab 2
- 5. BUSINESS ITEMS**
 - A. Discussion of Traffic Calming Options
 - B. Consideration of Solitude Agreement Renewal Tab 3
- 6. STAFF REPORTS**
 - A. Aquatic Report and Update Tab 4
 - B. Landscape & Irrigation Update
 1. Landscape Committee Chairman Update Tab 5
 2. Field Inspection Report Tab 6
 3. Landscape Contractor Report
 4. Landscape Proposals
 - C. Golf Course Update
 1. Consideration of Golf Course Committee Meeting Minutes November 14, 2019 & Golf Operations Committee Meeting held on November 11, 2019 Tab 7
 2. Golf Course Committee Chairman Update
 3. Director of Golf Course Operations Update Tab 8
 - D. Property Management Update
 1. CDD Completed Work Orders Maintenance Report Tab 9
 - E. MPOA Liaison Update
 - F. District Counsel

- G. District Engineer
 - 1. Port Harbour / Mossy Branch Connection Update
 - 2. Road Repair Update
 - 3. 2019 Bank Restoration Update
 - 4. Vegetation Removal Update
 - 5. Speed Humps on Winding Stream
 - H. District Manager
 - 1. Presentation of Monthly Financial Statement .. Tab 10
 - 2. Action Item List..... Tab 11
7. **SUPERVISOR REQUESTS AND COMMENTS**
8. **ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (813) 933-5571.

Very truly yours,

Greg Cox

Greg Cox, District Manager

cc: Andrew Cohen, Persson & Cohen, P.A.

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**WATERLEFE
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Waterlefe Community Development District was held on **Monday, November 18, 2019 at 2:01 p.m.** at the Waterlefe River Club, located at 995 Fish Hook Cove Bradenton, FL 34212.

Present and constituting a quorum were:

Ken Bumgarner	Board Supervisor, Chairman
Alan Haibach	Board Supervisor, Vice-Chairman
Jim Davis	Board Supervisor, Assistant Secretary
Ruth Harenchar	Board Supervisor, Assistant Secretary
Richard Carroll	Board Supervisor, Asst. Secretary (appointed during the meeting)

Also present were:

Greg Cox	District Manager, Rizzetta & Company, Inc.
Andy Cohen	District Counsel, Persson, Cohen & Mooney, P.A.
Rick Schappacher	District Engineer, Schappacher Engineering
John Toborg	Field Services Manager, Rizzetta & Company, Inc. (via conf. call)
Steve Dietz	GM, Waterlefe Golf Club
Holly Schrader	Administrative Assistant, Waterlefe Golf Club
Representative	MPOA
Representative	Landscape Committee
Representative	Golf Committee
Josh McGarry	Representative, Aquatic Systems

Audience	Present
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Cox called the meeting to order at 2:01 p.m. and conducted roll call.

SECOND ORDER OF BUSINESS

Audience Comments

No audience comments.

51 **THIRD ORDER OF BUSINESS** **Consideration of the Regular Meeting**
52 **Minutes from the Board of**
53 **Supervisors' Meeting held October 21,**
54 **2019**
55

On a motion by Mr. Davis, seconded by Mr. Haibach, with all in favor, the Board approved the minutes from the regular meeting of the Board of Supervisors held on October 21, 2019 as amended, for the Waterlefe Community Development District.

56
57 **FOURTH ORDER OF BUSINESS** **Consideration of the Operation and**
58 **Maintenance Expenditures for October**
59 **2019**
60

On a motion by Mr. Haibach, seconded by Ms. Harenchar, with all in favor, the Board approved to ratify the payment invoices in the October 2019 Operation and Maintenance report for the Waterlefe Community Development District.

61
62 **FIFTH ORDER OF BUSINESS** **Consideration of Appointment of Seat**
63 **#4**
64

65 The Board considered three qualified residents to be appointed to fill the vacated
66 seat # 4 on the Board of Supervisors. Mr. Jeffrey Brand, Mr. Richard Carroll, and Mr.
67 Ron Seitz each addressed the Board to introduce themselves to the Board members.
68

On a motion by Ms. Harenchar, seconded by Mr. Haibach, with all in favor, the Board appointed Richard Carroll to seat #4 for a term of 2016-2020, for the Waterlefe Community Development District.

69
70 Mr. Cox administered the Oath of Office to Mr. Carroll followed by an explanation
71 of the Florida Sunshine Laws by Mr. Cohen.
72

73 **SIXTH ORDER OF BUSINESS** **Consideration of Resolution 2020-01;**
74 **Designating Officers**
75

On a motion by Ms. Harenchar, seconded by Mr. Davis, with all in favor, the Board approved to adopt Resolution 2020-01; Designating Officers with Ken Bumgarner as Chairman, Alan Haibach as Vice-Chairman and remaining Board Supervisors along with Angel Montagna and Greg Cox will be Assistant Secretaries, for the Waterlefe Community Development District.

76
77 **SEVENTH ORDER OF BUSINESS** **Public Hearing on Golf Course Rules**
78 **and Rate Changes**
79

On a motion by Mr. Davis, seconded by Mr. Bumgarner, with all in favor, the Board opened the Public Hearing, for the Waterlefe Community Development District.

80

81 There were no public comments.

82

On a motion by Mr. Haibach, seconded by Mr. Bumgarner, with all in favor, the Board closed the Public Hearing, for the Waterlefe Community Development District.

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84 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-05;
Approving Golf Course Rules & Rate
Changes**

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On a motion by Ms. Harenchar, seconded by Mr. Bumgarner, with all in favor, the Board approved to adopt 2020-05; Approving Golf Course Rules & Rate Changes, for the Waterlefe Community Development District.

88

89 **NINTH ORDER OF BUSINESS**

Discussion of Encroachment

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91 The Board received an update from Mr. Cohen regarding additional
92 communications he had regarding the easement encroachment and how the process
93 would proceed with regards to the removal of the Record of Encroachment if the
94 encroaching fencing was removed. It was noted that a survey would be required if the
95 fencing was removed and then the Board would next make a decision regarding the
96 removal of the Notice.

97

98 **TENTH ORDER OF BUSINESS**

**Consideration of Club Mark
Agreement**

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101 The Board considered an agreement with Club Mark regarding a consultant
102 agreement for the purpose of assisting with the acquisition of additional Golf Club
103 memberships. During the meeting the Board requested amendments to the agreement
104 related to invoice payments and Mr. Deitz confirmed that he had contacted the
105 consultant and the consultant was in agreement to these modifications.

106

On a motion by Ms. Harenchar, seconded by Mr. Bumgarner, with all in favor, the Board approved to authorize the Chairman to approve the agreement, effective December 1, 2019, contingent to changing 30 days to 45 days related to invoice payments and to add language regarding Florida Law where appropriate, for the Waterlefe Community Development District.

107

108 **ELEVENTH ORDER OF BUSINESS**

**Staff Report – Aquatic Report and
Update**

109

110

111 The Board received a waterway maintenance update from Mr. Josh McGarry,
112 with Solitude / Aquatic Systems. The Board discussed the status of the littoral shelf on
113 pond # 2 and whether or not the community might expect any impact from the current
114 red tide occurring in the Bay area. Mr. McGarry informed the Board that the previously
115 discussed wetland weir would be cleared of vegetation and that Alex Johnson would be
116 the new Solitude technician supporting the District.

117

118 The Board considered a Solitude proposal for Midge surveys on ponds # 1-22,
119 26, 28, 29 for \$8,547.

On a motion by Mr. Davis, seconded by Mr. Haibach, with all in favor, the Board approved for Solitude to perform a Midge survey for pond # 2 for \$1,282.00, for the Waterlefe Community Development District.

121
122 Mr. McGarry provided that a treatment for pond #2 for Midges, if determined to
123 be needed, would be at a rate of \$6,669.

124
125 **TWELFTH ORDER OF BUSINESS**

125 **Staff Report – Landscape Committee**
126 **Chairman Update**

127
128 The Board considered the minutes of the October 2, 2019 Landscape Committee
129 Meeting.

On a motion by Mr. Bumgarner, seconded by Mr. Haibach, with all in favor, the Board approved to accept and file the October 2, 2019 Landscape Committee Meeting Minutes, as amended for the Waterlefe Community Development District.

131
132 The Board received a Landscape Committee Chairman update from Mr. Mike
133 Jacobs. He informed the Board that the median project is continuing with a proposal for
134 \$24,000 which is the final amount previously approved by the CDD in a not-to-exceed
135 amount of \$60,000. Mr. Jacobs provided an update of the plans for the mini-monument
136 project and requested the Board's approval to proceed under a proposal for \$14,000.

On a motion by Mr. Davis, seconded by Mr. Carroll, with all in favor, the Board approved the proposal for \$14,000 for the mini-monument project, which included the use of travertine tile and language related to the guest gate, as amended for the Waterlefe Community Development District.

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139 The Board discussed the appropriateness of having lower hanging Palm fronds
140 removed and Mr. Toborg advised the Board that these Palm fronds should not be
141 removed as part of routine maintenance.

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143 **THIRTEENTH ORDER OF BUSINESS**

143 **Staff Report – Field Inspection Report**

144
145 The Board received an update from Mr. John Toborg regarding his most recent
146 landscape inspection.

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148 **FOURTEENTH ORDER OF BUSINESS**

148 **Staff Report – MPOA Liaison Update**

149 Mr. Bob Griswold provided an MPOA update to the Board.

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152 **FIFTEENTH ORDER OF BUSINESS**

152 **Staff Reports- Golf Course Committee**
153 **Chairman Update**

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TWENTY-FIRST ORDER OF BUSINESS Supervisor Requests

Ms. Harenchar and Mr. Dietz addressed the Board regarding the planning for the anniversary event.

Mr. Haibach requested a walk through with Mr. Schappacher.

Mr. Bumgarner provided update information regarding the County Stormwater meetings being postponed.

TWENTY-SECOND ORDER OF BUSINESS Adjournment

On a Motion by Mr. Bumgarner, seconded by Mr. Davis, with all in favor, the Board adjourned the meeting at 4:58 p.m. for the Waterlefe Community Development District.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

Tab 2

WATERLEFE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FL 33625

Operation and Maintenance Expenditures November 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2019 through November 30, 2019. This does not include expenditures previously approved by the Board.

The total items being presented: **\$118,486.80**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Waterlefe Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquatic Systems, Inc	008362	0000460431	Monthly Lake & Wetland Service 11/19	\$ 2,870.00
Artistree Landscape Maintenance & Design STE B	008348	143873	Fall Annual Rotation 10/19	\$ 7,348.00
Artistree Landscape Maintenance & Design STE B	008348	143955	Monthly Grounds Maintenance 10/19	\$ 11,354.31
Artistree Landscape Maintenance & Design STE B	008348	144248	Mondo Grass Install 10/19	\$ 443.40
Artistree Landscape Maintenance & Design STE B	008348	144270	Turf & Trees 10/19	\$ 15,351.00
Artistree Landscape Maintenance & Design STE B	008356	144306	Fertilizer & Pest Control 10/19	\$ 667.00
Artistree Landscape Maintenance & Design STE B	008356	144311	Weed Mat and Pine Straw Install 10/19	\$ 1,508.65
Bradenton Herald	008349	0004407929 10/20/19	Legal Advertising 10/19	\$ 105.30
Bradenton Herald	008349	0004407933 10/19/19	Legal Advertising 10/19	\$ 49.14
Bradenton Herald	008357	0004432630 10/27/19	Legal Advertising 10/19	\$ 60.84
Crosscreek Environmental Inc	008364	6950	Waterlefe Bank Restoration	\$ 9,723.87
Crosspoint Landscape & Design, Inc.	008351	4496	Waterlefe Median Landscape Project	\$ 35,864.00

Waterlefe Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Department of Economic Opportunity	008365	73946	Special District Fee FY 19/20	\$ 175.00
Florida Power & Light Company	008352	Electric Summary 10/19	FPL Electric Summary 10/19	\$ 1,782.23
Manatee County Utilities Department	008358	MCUD Water Summary 10/19	MCUD Water Summary 10/19	\$ 1,558.54
MCSO Off Duty Employment	008353	38669	Security/Escort/Traffic Service 11/19	\$ 720.00
Persson, Cohen & Mooney P.A.	008359	23295	Legal Services 10/19	\$ 8,056.50
Radarsign, LLC	008354	9595	Sign Repair 10/19	\$ 995.00
Rizzetta & Company, Inc.	008360	INV0000044520	District Management Fees 11/19	\$ 5,933.33
Rizzetta Technology Services	008361	INV0000004890	Website Hosting Services 11/19	\$ 100.00
Schappacher Engineering, LLC	008366	1478	Engineering Services 10/19	\$ 4,237.50
Solitude Lake Management	008355	PI-A00291074	Fountain Maintenance Services 07/01/19-09/30/19	\$ 581.00
Spectrum Business	008363	047506901110619	Cable Internet Guard House 11/19	\$ 386.43
Spectrum Business	008350	076499601102719	Guardhouse - Winding Stream Way - 10/19	\$ 194.98

Waterlefe Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2019 Through November 30, 2019

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Waterlefe Golf Club	PR November 19	PR November 19	Payroll ppe 11.08.19 & 11.22.19	<u>\$ 8,420.78</u>
Report Total				<u>\$ 118,486.80</u>

Tab 3

**AGREEMENT REGARDING LAKE AND WATERWAY
MAINTENANCE SERVICES BY AND BETWEEN
WATERLEFE COMMUNITY DEVELOPMENT DISTRICT
AND SOLITUDE LAKE MANAGEMENT, LLC**

THIS AGREEMENT REGARDING LAKE AND WATERWAY MAINTENANCE SERVICES (“Agreement”) is made and entered into this [REDACTED] day of [REDACTED] 2019, by and between:

Waterlefe Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Manatee County, Florida, whose address is c/o Rizzetta & Company, 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (“District”); and

Solitude Lake Management, LLC, a Virginia limited liability company, whose address is 2844 Crusader Circle, Suite 450, Virginia Beach, Virginia 23453 (“Contractor”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District owns and has assumed responsibility for the managing and maintaining of certain lakes and waterways within the boundaries of the District; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide lake and waterway maintenance services for areas within the District; and

WHEREAS, the Contractor is a provider of such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor (collectively, “the Parties”) warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. CONTRACTOR’S OBLIGATIONS AND DESCRIPTION OF WORK.

A. General Requirements. Contractor shall perform maintenance services that are described in the Scope of Work set forth in **Exhibit “A”** of this Agreement (the “Contract Work”) in areas described in **Exhibit “B”** of this Agreement (Lake

Maintenance Services Map), and further in accordance with **Exhibit "C" of this Agreement (Contractor's Proposal)**. All Contract Work shall include all labor, material, equipment, supervision and transportation necessary and be performed by Contractor in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards. To the extent of any conflict between the terms of this Agreement and the Exhibits, the terms of the Agreement shall govern.

- B. Schedule. Scheduling of maintenance visits by Contractor to perform the Contract Work will be determined by the District. Contractor shall contact the District at least 48 hours ahead of time whenever services cannot be performed by Contractor as scheduled and an alternate time shall be scheduled. The District may request alterations to the general maintenance services timing provided that the Contractor may accomplish the request without incurring additional expenses for equipment, materials, or labor. In addition, Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern related to this Agreement. At that time, the District will compile a list of items that are to be performed by the Contractor prior to the next monthly walk-through. The District will be responsible for scheduling the monthly walk-throughs and Contractor shall provide at least fourteen (14) days' notice to the District if there is a need to reschedule.
- C. Property Damage. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage while performing the Contract Work and further agrees to repair, at Contractor's sole cost, any damage resulting from the Contract Work within 24 hours of the damage occurring.
- D. Replacement of Plant Material. Contractor shall replace, at Contractor's expense, any and all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work as specified herein. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to, vandalism and/or other abuse of property. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for any necessary repairs.
- E. Attendance at Meetings. A representative of Contractor with knowledge of the District and the services provided by Contractor under this Agreement shall, if requested by the District, attend, in person, the regularly scheduled meetings of the District's Board of Supervisors and provide maintenance updates to the Board members all at no additional charge.
- F. Investigation and Report of Accidents/Claims. Contractor shall promptly provide a full written report of all accidents or claims for damage relating to maintained property, including any damage or destruction of property, and shall make any and all

reports required by any insurance company, law enforcement agency and/or the District in connection therewith.

G. Compliance with Government Rules, Regulations, Requirements and Orders.

Contractor shall take such action as is necessary to comply promptly with any and all orders or requirements affecting the ponds, conservation areas and related areas placed thereon by any governmental authority having jurisdiction. Contractor shall promptly and in no event less than seventy-two (72) hours after receipt notify the District in writing of all such orders or requirements. If the Contractor fails to so notify the District or fails to comply with any such notice or requirement within five (5) days after receipt thereof, this Agreement may be terminated, such termination to be effective immediately upon the giving of notice of termination. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement.

H. Additional Work. Additional services not described herein and in **Exhibit "A"** can be

provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. If the District desires Contractor to perform additional work or services beyond the scope of work herein or to add additional lands to be maintained, the Contractor shall negotiate in good faith to undertake such additional work or services. Upon agreement by the respective parties to the additional work, the parties shall agree in writing to a modification to, or work authorization under this Agreement including fees for such additional work agreed to by the parties.

3. BILLING AND PAYMENT. Contractor's fees for the Contract Work described in paragraph two (2) above are to be billed monthly at a rate of **three thousand, two hundred fourteen and 00/100 dollars (\$3,214.00)** per month. Contractor shall invoice the District accordingly for services provided pursuant to the terms of this Agreement. The District shall provide payment for non-disputed amounts within thirty (30) days from receipt by the District of a written invoice. The above fees are inclusive of all fees and expenses to be paid to Contractor for the Contract Work described herein.

4. CARE OF THE PROPERTY. Contractor shall use reasonable care to protect the property of the District, as well as any other landowners from damage by Contractor or its employees. Contractor agrees to repair any damage resulting from Contractor's activities and work, at Contractor's sole expense, as soon as reasonably possible but only to the extent that any loss, liability or expense is caused by the negligence, misconduct or other fault of Contractor, its agents or employees.

5. INSURANCE. Contractor shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (owned, non-owned or hired automobiles, trailers, or other licensed equipment)	

Bodily Injury
Property Damage
Umbrella Liability

Combined Single Limit \$2,000,000
\$5,000,000

Prior to the commencement of any work, Contractor shall provide to District a certificate naming the District and its officers, supervisors, agents, staff and representatives as additional insureds in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. General Liability policy evidenced herein is to be primary and non-contributory to other insurance available to the District. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without written notice. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida acceptable to the District in its reasonable discretion.

If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Contractor shall pay the costs for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.

Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.

6. INDEMNIFICATION. Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees and other persons doing work under any requests of the Contractor and agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or injury or damage of any nature to the extent caused by the negligence, misconduct or other fault of Contractor, its agents or employees.

7. DEFAULT, RECOVERY OF COSTS AND FEES. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. In the event any party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties all fees and costs incurred, including but not limited to, reasonable attorneys' fees, paralegal fees and expert fees incurred prior to or during any litigation or other dispute resolution and including such fees incurred in bankruptcy, appellate proceedings and proceedings to determine entitlement to and reasonableness of fees and costs.

8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this

Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement (including the exhibits which have been incorporated) shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute. Specifically, any covenant by the District to hold the Contractor harmless or similar provision is with the express understanding that such provision does not waive the sovereign immunity protections of the District and is only to the extent allowable by law. Nothing in this Agreement (including the exhibits) shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language and the doubtful language will not be interpreted or construed against any party.

11. ENFORCEMENT. A default by any party under this Agreement shall entitle the other parties to all remedies available at law or in equity which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

12. TERMINATION. The District has the right to terminate this Agreement immediately for cause. The District further has the right to terminate this Agreement without cause and in its sole and absolute discretion and with the provision of thirty (30) days written notice. The Contractor has the right to terminate this Agreement without cause and in its sole and absolute discretion and with the provision of sixty (60) days written notice.

13. INDEPENDENT CONTRACTOR. The Parties agree that Contractor is and shall remain at all times an independent contractor and Contractor, its agents and employees shall not in any proceeding or in any other way claim or be considered an employee of the District.

14. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement. In the case of conflicting provisions between this instrument and the exhibits hereto, language contained in this instrument shall prevail.

15. AMENDMENT. Amendments to and waivers of any provisions contained in this Agreement may be made only by an instrument in writing which is executed by all of the Parties hereto.

16. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law and each party has full power and authority to comply with the terms and provisions of this instrument.

17. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery or First-Class Mail, postage prepaid, to the Parties, as follows:

1. If to Contractor: Solitude Lake Management, LLC
2844 Crusader Circle, Suite 450
Virginia Beach, Virginia 23453

2. If to District: Waterlefe Community Development District
c/o Rizzetta & Company
12750 Citrus Park Lane, Suite 115
Tampa, Florida 33625
Attn: District Manager

3. With a copy to: Persson, Cohen & Mooney, P.A.
6853 Energy Court
Lakewood Ranch, FL 34240
Attn: Andrew Cohen, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each party may deliver Notice on behalf of their respective clients. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

18. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

19. ASSIGNMENT. Contractor may not assign this Agreement or any monies to become due hereunder without prior written approval. Any assignments attempted to be made by Contractor without prior written approval are void.

20. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties hereto agree that venue for any dispute arising under this Agreement shall be in Manatee County, Florida.

21. TERM AND EXTENSION. This Agreement shall be effective January 1, 2020, through December 31, 2020, unless terminated in accordance with Section 12 above. This Agreement may be extended for two (2) additional one-year terms. Such renewals shall be contingent upon satisfactory performance evaluations and subject to the availability of funds. The Contractor shall propose, in writing, any adjustment to fees for the provision of services for the extension year no later than sixty (60) days prior to the expiration date of this Agreement.

22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

23. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

24. PUBLIC RECORDS. Pursuant to applicable Florida law, the Contractor's records associated with this Agreement may be subject to Florida's public records laws, Section 119.01, F.S., et seq., as amended from time to time. The Contractor agrees to comply with Florida's public records law by keeping and maintaining public records required by the District in order to perform the Contract Work. Upon request from the District's Custodian of Public Records, the Contractor shall provide the District with copies of or allow access to the requested public records at a cost that does not exceed the cost provided for under Chapter 119, Florida Statutes, or as otherwise provided for by Florida law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain all public records required by the District to perform the Contract Work. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S RECORDS MANAGEMENT LIASION OFFICER (RMLO) AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625, PHONE NO. (813) 933-5571, E-MAIL: GCOX@RIZZETTA.COM

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**WATERLEFE COMMUNITY
DEVELOPMENT DISTRICT**

Witness

Print Name: _____

Chairman, Board of Supervisors

SOLITUDE LAKE MANAGEMENT, LLC

Witness

Print Name: _____

By: _____
Its: _____

Exhibit "A"	Scope of Work
Exhibit "B"	Lake Maintenance Services Map
Exhibit "C"	Contractor's Proposal

**WATERLEFE
COMMUNITY DEVELOPMENT DISTRICT**

**EXHIBIT "A"
LAKE MAINTENANCE SERVICES SCOPE AND/OR SPECIFICATIONS**

SEE ATTACHED SCOPE OF WORK AND SPECIFICATIONS

Waterlefe CDD Aquatic Maintenance Contract Scope of Work

Article 1.0 Scope of Work

1.1 Work Locations - The work specified in this scope of work consists of furnishing all labor, supervision, equipment, supplies, tools, materials, services and all other necessary incidentals required to perform complete aquatic maintenance of all waterways depicted on the maintenance map.

1.2 Aquatic Maintenance – The Contractor shall maintain all lakes and waterways (48) associated with this agreement in a condition where they are clear of any exotic and/or nuisance species of aquatic plant, algae, weeds or any other type of unsightly and/or harmful substances, including, but not limited to, cattails (*Typha spp.*), torpedo grass (*Panicum repens*), primrose willow (*Ludwigia peruviana*) and alligator weed. Shoreline grass will be controlled to the water's edge. In addition, the Contractor shall maintain any beneficial aquatic plants that are currently present within the lakes.

The Contractor may utilize any combination of manual removal and chemical/herbicide applications. Should the Contractor deem that burning of any material is necessary, written approval from the District/Operations Manager must be obtained prior to commencement of burning.

The Contractor shall schedule applications and site visits regularly with a minimum of 48 waterway inspections (4 per month) with treatments. Littorals treatments shall be scheduled bimonthly. Herbicide applications shall be scheduled a minimum of once per month during the dry season and twice per month during the wet season. The Contractor may perform herbicide applications either by boat, or from the pond bank as Contractor deems necessary. The District reserves the right to require Contractor to perform additional applications, or to remove material manually as the District Manager/Operations Manager deem necessary to maintain an acceptable level of service. In addition, the Contractor shall schedule a monthly walk-through with a CDD representative to be determined to review the condition of the waterways, at which time further direction to Contractor may be provided regarding maintenance of the waterways.

The Contractor shall also be available on an emergency basis to address any issues related to aquatic maintenance that occur between regular applications and site visits. The Contractor shall be available 24 hours per day, 7 days a week for emergencies, and shall respond within 8 hours of receiving notification from the District/Operations Manager of an emergency situation.

1.3 Litter Control -The Contractor shall be responsible for removal and disposal of any litter and debris within the ponds that are part of this project.

1.4 Reporting- Contractor shall provide a monthly report on the condition of all ponds in the community. Report shall include photos, descriptions and of work completed and a description of future planned work in the community. This report shall be provided to the District/Operations Manager during the **first week of every month** for the preceding month. Reports may be submitted via email. The Contractor, at no additional cost, will attend District meetings upon request to address issues with the Board.

1.5 Chemical Testing- On a six month basis Contractor shall provide chemical testing results in a written report for the following; dissolved oxygen, carbon dioxide, temperature, ph, conductivity, phosphates, phosphorus and ammonia.

Article 2.0 Extra Work

If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Contract. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

Article 3.0 Supervision and Responsibility of Contractor

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ individuals unfit for or not skilled for the assigned tasks. Any employee whose work is unsatisfactory to the District or who is considered by the District's representative as careless, incompetent, unskilled or disorderly or who uses threatening or abusive language to any person shall be dismissed from work upon notice from the District and shall not be employed to perform for this Contract. No alcoholic beverages, illegal drugs or any form of incapacitating substance shall be allowed on site.

3.1 Supervisor – The Contractor shall maintain a Supervisor for this project, and such supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of the aquatic maintenance and management for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the District Manager/Operations Manager. The Supervisor shall constantly use his experience and training to prevent, detect and control adverse conditions by physically inspecting the lakes and property.

3.2 Employee Performance - The Contractor shall employ personnel competent to perform the work specified herein. The District reserves the right to request the removal of a Contractor's employee from performing maintenance on the District's grounds where such employee's performance or actions are obviously detrimental to the program.

3.3 Uniforms - Contractor shall provide all employees with color coordinated uniforms that shall meet the District's public image requirements and be maintained by Contractor so that all personnel are neat, clean and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees.

3.4 Vehicles - Contractor shall keep all vehicles in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 letters.

3.5 Equipment Safety - Contractor shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the District may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the District. The Contractor shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

3.6 Schedule of Work - The Contractor shall furnish, upon request, to the District Manager/Operations Manager, a schedule of work to be completed during the upcoming month. The District reserves the right to direct the Contractor to rearrange the schedule to meet the needs of the District.

3.7 Storage - The Contractor shall be responsible for the safe storage of all materials and equipment at the Contractor's sole expense.

3.8 Chemicals - The Contractor shall furnish, upon request, to the District Manager/Operations Manager, the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) for all chemicals used on-site.

3.9 Discovery and Notification - If the Contractor discovers damages, vandalism or theft, the Contractor shall immediately notify the District of same, and shall file a police report of the occurrence.

Article 4.0 Contractor Licensing and Minimum Qualifications

4.1 Licenses - The Company must be fully licensed with all required State and/or Local government licenses and permits.

4.2 Education and Degree - Company must have at least one full time employee with a degree in horticulture, biology or a related field to manage this project.

EXHIBIT "B"
LAKE MAINTENANCE SERVICES MAP

SEE ATTACHED MAP

Waterlefe CDD Bradenton, FL

1-800-432-4302



Upper Manatee River Rd
3rd Avenue

EXHIBIT "C"
AQUATIC SYSTEMS, INC. PROPOSAL

SEE ATTACHED PROPOSAL