



Rizzetta & Company

Waterlefe Community Development District

**Board of Supervisors' Meeting
January 19, 2026**

**Waterlefe Golf Club
1022 Fish Hook Cove
Bradenton, Florida 34212**

www.waterlefecdd.org

WATERLEFE COMMUNITY DEVELOPMENT DISTRICT AGENDA

To be held at the Waterlefe Golf Club, 1022 Fish Hook Cove, Bradenton, Florida 34212

District Board of Supervisors	Sydney S. Xinos	Chair
	Eileen Antonelli	Vice Chair
	Richard Barber	Assistant Secretary
	Tom Tosi	Assistant Secretary
	Kenneth Bumgarner	Assistant Secretary
District Manager	Matt O'Nolan	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 813-533-2950. 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.

WATERLEFE COMMUNITY DEVELOPMENT DISTRICT
District Office · Riverview, Florida · (813) 533-2950
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.waterlefecdd.org

**Board of Supervisors
Waterlefe Community
Development District**

January 19, 2026

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Waterlefe Community Development District will be held on **Monday, January 19 , 2026, at 2:00 p.m.** at the Waterlefe Golf Club – located at 1022 Fish Hook Cove, Bradenton, Florida 34212.

- 1. CALL TO ORDER / ROLL CALL**
- 2. PUBLIC COMMENTS**
- 3. STAFF REPORTS**
 - A. Aquatic Maintenance Report and Update Tab 1
 - i. Consideration of Annual Maintenance Service Contract..... Tab 2
 - ii. Consideration of Solitude Proposals Tab 3
 - B. Landscape & Irrigation Update
 - i. Field Inspection Report Tab 4
 - a. Hole #12 Elevation Buffer USC
 - ii. Landscape Contractor Report
 - iii. Landscape Committee Update
 - C. Golf Club Update
 - i. Financial Update..... Tab 5
 - D. Golf Committee
 - E. Safety Committee
 - F. House Committee
 - G. Property Management Update
 - H. MPOA Liaison Update
 - I. District Counsel
 - J. District Engineer
 - i. Consideration of Striping Repairs Tab 6
 - ii. Roadway Lifespan Map Update..... Tab 7
 - iii. Miscellaneous Item from Asset Inventory..... Tab 8
 - iv. Sidewalk Deficiency Repairs Tab 9
 - K. District Manager
- 4. BUSINESS ITEMS**
 - A. Discussion of Audit Engagement Letter Tab 10
- 5. BUSINESS ADMINISTRATION - CONSENT AGENDA ITEMS**
 - A. Consideration of the Meeting Minutes from December 15,2025..... USC
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. 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) 533-2950.

Sincerely,
Matt O’Nolan
Matt O’Nolan
District Manager

Tab 1

SOLITUDE

LAKE MANAGEMENT



Waterlefe CDD Waterway Inspection Report

Reason for Inspection: Scheduled-recurring

Inspection Date: 2026-01-07

Prepared for:

Matt O'Nolan, CDD District Manager
Rizzetta & Company
1022 Fish Hook Cove
Bradenton, FL 34212

Prepared by:

Alex Johnson, Service Manager

Sarasota Field Office
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

TABLE OF CONTENTS

Pg

SITE ASSESSMENTS

PONDS 1, 2, 3 3

PONDS 4, 5, 6 4

PONDS 7, 8, 9 5

PONDS 10, 11, 12 6

PONDS 13, 14, 15 7

PONDS 16, 17, 18 8

PONDS 18A, 19, 20 9

PONDS 21, 22, 26 10

PONDS 28 11

PONDS

PONDS

PONDS

PONDS

PONDS

PONDS

PONDS

PONDS

MANAGEMENT/COMMENTS SUMMARY 11-13

SITE MAP 14

Site: 1**Comments:**

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.

Action Required:

Routine maintenance next visit

**Target:**

Torpedograss

Site: 2**Comments:**

Normal growth observed

Minor amount of algae growth along the perimeter. Primrose within the littoral shelf is showing signs of treatment.

Action Required:

Routine maintenance next visit

**Target:**

Surface algae

Site: 3**Comments:**

Site looks good

Minimal amount of algae growth observed along the perimeter.

Action Required:

Routine maintenance next visit

**Target:**

Torpedograss

Site: 4**Comments:**

Site looks good

Minimal amount of torpedograss observed growing along the perimeter. Resident appears to be draining pool into pond. Should let water go through grass not straight into pond.

Action Required:

Routine maintenance next visit

**Target:**

Torpedograss

Site: 5**Comments:**

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.

Action Required:

Routine maintenance next visit

**Target:**

Torpedograss

Site: 6**Comments:**

Site looks good

Minimal amount of algae growth along the perimeter.

Action Required:

Routine maintenance next visit

**Target:**

Surface algae

Site: 7**Comments:**

Requires attention

Algae growth observed within pond 7.

**Action Required:**

Treat within 7 days

Target:

Surface algae

Site: 8**Comments:**

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.

**Action Required:**

Routine maintenance next visit

Target:

Torpedograss

Site: 9**Comments:**

Algae growth observed within pond 9.

**Action Required:**

Routine maintenance next visit

Target:

Surface algae

Site: 10

Comments:

Normal growth observed

Minor amount of algae growth observed along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 11

Comments:

Normal growth observed

Minor amount of algae growth observed along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 12

Comments:

Normal growth observed

Minor amount of algae growth observed along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 13

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Site: 14

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Site: 15

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Site: 16

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Site: 17

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.



Action Required:

Routine maintenance next visit

Target:

Torpedograss

Site: 18

Comments:

Normal growth observed

Algae growth observed within pond 18.



Action Required:

Routine maintenance next visit

Target:

Surface algae

Site: 18A**Comments:**

Normal growth observed

Algae growth observed within pond 18A.

**Action Required:**

Routine maintenance next visit

Target:

Surface algae

Site: 19**Comments:**

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.

**Action Required:**

Routine maintenance next visit

Target:

Torpedograss

Site: 20**Comments:**

Normal growth observed

Minor amount of algae growth observed along the perimeter.

**Action Required:**

Routine maintenance next visit

Target:

Surface algae

Site: 21

Comments:

Normal growth observed

Minor amount of algae growth observed along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 22

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Torpedograss



Site: 26

Comments:

Normal growth observed

Minor amount of algae growth observed along the perimeter.

Action Required:

Routine maintenance next visit

Target:

Surface algae



Site: 28

Comments:

Site looks good

Minimal amount of torpedograss observed growing along the perimeter.

**Action Required:**

Routine maintenance next visit

Target:

Torpedograss

Management Summary

Pond #1: Minimal amount of torpedograss observed growing along the perimeter.

Pond #2: Minor amount of algae growth along the perimeter. Primrose within the littoral shelf is showing signs of treatment.

Pond #3: Minimal amount of algae growth observed along the perimeter.

Pond #4: Minimal amount of torpedograss observed growing along the perimeter. Resident appears to be draining pool into the pond. The water should drain through the grass not straight into the pond.

Pond #5: Minimal amount of torpedograss observed growing along the perimeter.

Pond #6: Minimal amount of algae growth along the perimeter.

Pond #7: Algae growth observed within pond 7.

Pond #8: Minimal amount of torpedograss observed growing along the perimeter.

Pond #9: Algae growth observed within pond 9.

Pond #10: Minor amount of algae growth observed along the perimeter.

Pond #11: Minor amount of algae growth observed along the perimeter.

Pond #12: Minor amount of algae growth observed along the perimeter.

Pond #13: Minimal amount of torpedograss observed growing along the perimeter.

Pond #14: Minimal amount of torpedograss observed growing along the perimeter.

Pond #15: Minimal amount of torpedograss observed growing along the perimeter.

Pond #16: Minimal amount of torpedograss observed growing along the perimeter.

Pond #17: Minimal amount of torpedograss observed growing along the perimeter.

Pond #18: Algae growth observed within pond 18.

Pond #18A: Algae growth observed within pond 18A.

Pond #19: Minimal amount of torpedograss observed growing along the perimeter.

Pond #20: Minor amount of algae growth observed along the perimeter.

Pond #21: Minor amount of algae growth observed along the perimeter.

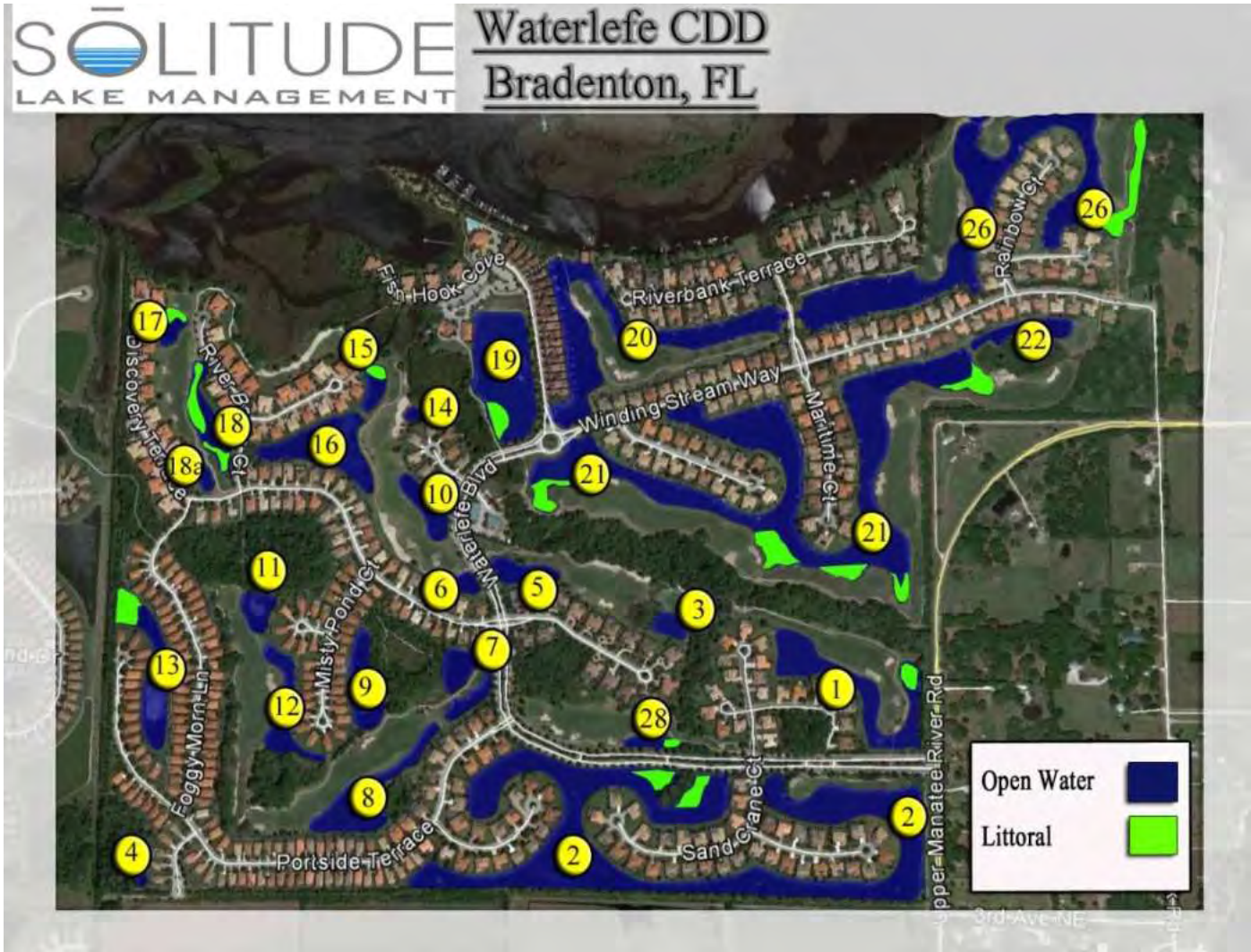
Pond #22: Minimal amount of torpedograss observed growing along the perimeter.

Pond #26: Minor amount of algae growth observed along the perimeter.

Pond #28: Minimal amount of torpedograss observed growing along the perimeter.

Site	Comments	Target	Action Required
1	Site looks good	Torpedograss	Routine maintenance next visit
2	Normal growth observed	Surface algae	Routine maintenance next visit
3	Site looks good	Torpedograss	Routine maintenance next visit
4	Site looks good	Torpedograss	Routine maintenance next visit
5	Site looks good	Torpedograss	Routine maintenance next visit
6	Site looks good	Surface algae	Routine maintenance next visit
7	Requires attention	Surface algae	Treat within 7 days
8	Site looks good	Torpedograss	Routine maintenance next visit
9		Surface algae	Routine maintenance next visit
10	Normal growth observed	Surface algae	Routine maintenance next visit
11	Normal growth observed	Surface algae	Routine maintenance next visit
12	Normal growth observed	Surface algae	Routine maintenance next visit
13	Site looks good	Torpedograss	Routine maintenance next visit
14	Site looks good	Torpedograss	Routine maintenance next visit
15	Site looks good	Torpedograss	Routine maintenance next visit
16	Site looks good	Torpedograss	Routine maintenance next visit
17	Site looks good	Torpedograss	Routine maintenance next visit
18	Normal growth observed	Surface algae	Routine maintenance next visit
18A	Normal growth observed	Surface algae	Routine maintenance next visit
19	Site looks good	Torpedograss	Routine maintenance next visit
20	Normal growth observed	Surface algae	Routine maintenance next visit
21	Normal growth observed	Surface algae	Routine maintenance next visit
22	Site looks good	Torpedograss	Routine maintenance next visit

Site	Comments	Target	Action Required
26	Normal growth observed	Surface algae	Routine maintenance next visit
28	Site looks good	Torpedograss	Routine maintenance next visit



Waterlefe CDD

Water Quality Testing & Algae Identification

Sample Date: 16 Dec 2025

Report Date: 26 Dec 2025

Field Biologist: Alex Johnson

Pond #18 2-4

Glossary 5



SŌLITUDE
LAKE MANAGEMENT

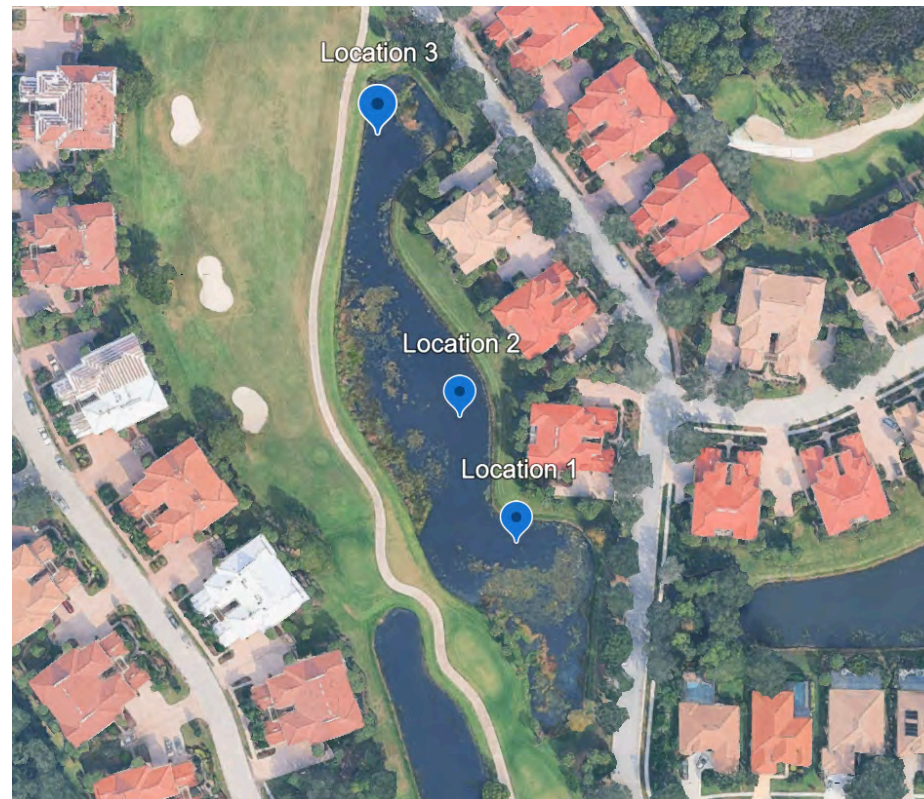
Restoring Balance. Enhancing Beauty.



Water Quality Testing - Waterlefe CDD, Pond #18

Sample Date: 16 Dec 2025

Test	Desired Range	Surface	Bottom	This lake is
Phosphorus, Total (ppb)	< 30	45	38	High

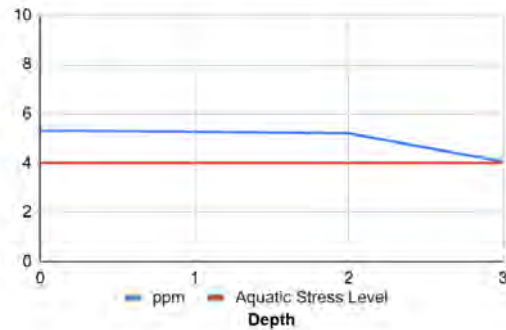




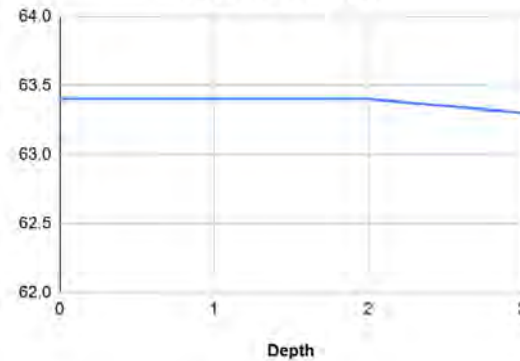
Water Quality Testing - Waterlefe CDD, Pond #18

Location 1

Dissolved Oxygen (ppm)



Temperature (F)

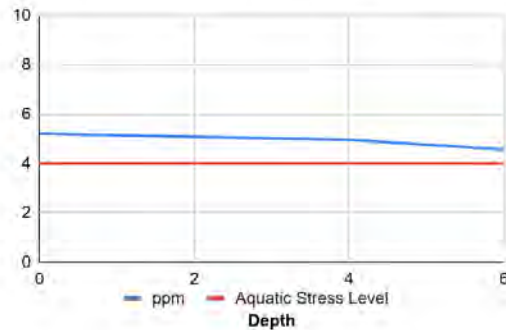


Water Column Profile

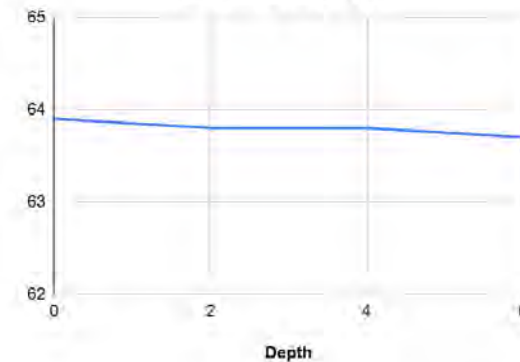
Oxygen Low: The oxygen profile suggests that oxygen levels are low throughout the entire water column. When oxygen levels drop below 4ppm, aquatic life becomes at risk of stress or fish kills.

Location 2

Dissolved Oxygen (ppm)



Temperature (F)



Water Column Profile

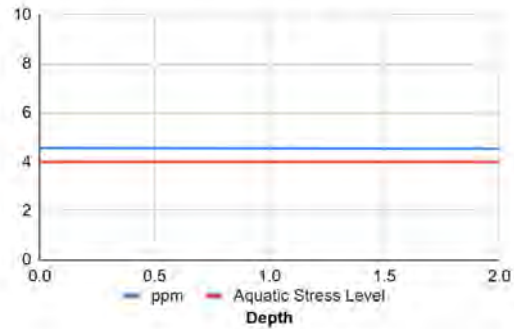
Oxygen Low: The oxygen profile suggests that oxygen levels are low throughout the entire water column. When oxygen levels drop below 4ppm, aquatic life becomes at risk of stress or fish kills.



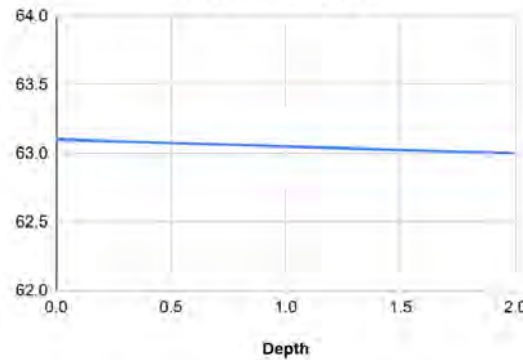
Water Quality Testing - Waterlefe CDD, Pond #18

Location 3

Dissolved Oxygen (ppm)



Temperature (F)



Water Column Profile

Oxygen Low: The oxygen profile suggests that oxygen levels are low throughout the entire water column. When oxygen levels drop below 4ppm, aquatic life becomes at risk of stress or fish kills.

Recommendations

(based on field observations and laboratory data)

- Phosphorus reduction
- Aeration for increased dissolved oxygen
- Watershed management
- Ongoing water quality monitoring

Glossary

Water Quality Parameter	Desired Range	Action Level	Non-normal results may lead to	Common causes of non-normal levels
Phosphorus, total	< 30 ppb	> 100 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments
Orthophosphate (Free Reactive Phosphorus)	< 30 ppb	> 100 ppb	Excessive algae growth, low dissolved oxygen levels, unbalanced fishery, etc.	Landscape fertilizer runoff and agricultural drainage, sewage, rock erosion, plant and animal decay
Nitrogen, total	< 1,200 ppb	> 2,000 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, organic material input like grass clippings and leaf litter
Ammonia	< 100 ppb	> 250 ppb	May lead to fish and wildlife becoming unhealthy or passing, especially under high pH conditions	Organic decomposition, landscape/fertilizer runoff, and anoxic conditions (low oxygen), excessive waterfowl excrement
Dissolved Oxygen	> 4 ppm	N/A	Leads to nutrient recycling from the sediments (phosphorus), may cause fish kill events, foul odors, etc.	Stratification, higher than normal biological oxygen demand
Temperature	< 4 degree difference	N/A	Often leads to low dissolved oxygen, nutrient recycling, and unbalanced ecosystems	Natural processes
Alkalinity	> 80 ppm	N/A	Drastic pH swings and an unhealthy ecosystem to grow sportfish populations	Low background levels
Conductivity	< 1,200 uS/cm	N/A	Fish kills for salt intolerant species, damage to turf through irrigation, change in algae community (golden algae)	Salt water intrusion, road salt runoff, excessive additions of reclaimed / effluent water
Hardness	50 - 150 ppm	N/A	Buildup of solid material in water systems and an unhealthy environment for fish populations	Leaching of soil and rocks
Turbidity	< 5 NTU	N/A	Loss of clarity in water and in extreme conditions fish kills	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
Secchi Disk	> 4 feet	N/A	Loss of clarity in water	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
pH reading	6.5 - 8.5	N/A	Unbalanced ecosystems and potentially fish kill events	Watershed run-off, pool discharges, algae blooms, etc.

^The above thresholds are general goals that have been determined by decades of lake management experience from our lake management team and a variety of peer reviewed journal studies.

Waterlefe CDD

Total Phosphorus (Sediment)



Sample Date: 12 Jun 2023

Report Date: 22 Jun 2023

Field Biologist: Scott Laballister

Lab Scientist: Haley Canady

Site #18 2

Glossary 3

SOLITUDE
LAKE MANAGEMENT

888.480.LAKE (5253)

Solitudelakemanagement.com

© 2022 All Rights Reserved



Water Quality Analysis - Waterlefe CDD, Site #18

Sample Date: 12 Jun 2023
Field Biologist: Scott Laballister

Test	Desired Range	Action Level	Sediment	This lake is
Phosphorus, Total (ppb)	< 30	> 100	365	High
Recommendations (based on field observations and laboratory data)	<ul style="list-style-type: none">• Phosphorus reduction• Watershed management• Ongoing water quality monitoring			

Please speak with your local SOLitude Lake Manager about the options for restoring balance in your aquatic resource.

Water Quality Parameter	Desired Range	Action Level	Non-normal results may lead to	Common causes of non-normal levels
Phosphorus, total	< 30 ppb	> 100 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, phosphorus laden bottom sediments
Nitrogen, total	< 1,200 ppb	> 2,000 ppb	Excessive algae growth, muck accumulation, nuisance midge fly population, unbalanced fishery, etc.	Reclaimed water discharge, landscape fertilizer runoff and agricultural drainage, organic material input like grass clippings and leaf litter
Ammonia	< 100 ppb	> 250 ppb	May lead to fish and wildlife becoming unhealthy or passing, especially under high pH conditions	Organic decomposition, landscape/fertilizer runoff, and anoxic conditions (low oxygen), excessive waterfowl excrement
Dissolved Oxygen	> 4 ppm	N/A	Leads to nutrient recycling from the sediments (phosphorus), may cause fish kill events, foul odors, etc.	Stratification, higher than normal biological oxygen demand
Temperature	< 4 degree difference	N/A	Often leads to low dissolved oxygen, nutrient recycling, and unbalanced ecosystems	Natural processes
Alkalinity	> 80 ppm	N/A	Drastic pH swings and an unhealthy ecosystem to grow sportfish populations	Low background levels
Conductivity	< 1,200 uS/cm	N/A	Fish kills for salt intolerant species, damage to turf through irrigation, change in algae community (golden algae)	Salt water intrusion, road salt runoff, excessive additions of reclaimed / effluent water
Turbidity	< 5 NTU	N/A	Loss of clarity in water and in extreme conditions fish kills	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
Secchi Disk	> 4 feet	N/A	Loss of clarity in water	Sediment run-off, bottom sediment in suspension, algae blooms, etc.
pH reading	6.5 - 8.5	N/A	Unbalanced ecosystems and potentially fish kill events	Watershed run-off, pool discharges, algae blooms, etc.

^The above thresholds are general goals that have been determined by decades of lake management experience from our lake management team and a variety of peer reviewed journal studies.

Tab 2

SERVICES AGREEMENT

PROPERTY NAME: Waterlefe CDD

CUSTOMER NAME: Waterlefe CDD

SERVICE DESCRIPTION: **Annual Maintenance Services Renewal for Pond(s) Located at Waterlefe CDD.**

EFFECTIVE DATE: January 1, 2026 through December 31, 2026

SUBMITTED TO: Matt O'Nolan

SUBMITTED BY: Daniel Benitez, Inside Sales Manager

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse Customer for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses").
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one (1) year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term (each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall



automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. TERMINATION. SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. TERMINATION FOR CAUSE. If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to



any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in



any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This



Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Waterlefe CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the pond(s) on a five (5) times per month basis.

Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

1. Any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Pond Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Littoral Shelf Control: Sites #1, 2, 13, 15, 17, 18, 19, 21, 23, 26 and 28 (3.65 acres)

1. Littoral areas will be inspected and treated on a **bi-monthly** basis (approximately
2. once every 60 days) to maintain compliance with governing agencies for the management of all nuisance and exotic species.
3. Maintenance of future littoral plantings may necessitate an increased service level at an additional cost.
4. All Species will be killed in place with an approved herbicide,
5. This proposal does not include debris removal or disposal.



Trash Removal:

1. Trash and light debris will be removed from the pond(s) with each service and disposed off site. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - c. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.



5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.

SCHEDULE B – PRICING SCHEDULE

Total Price: **\$49,212.00**

Invoice Amount: **\$4,101.00**

Invoice Frequency: **Monthly**

Tab 3

SERVICES AGREEMENT

PROPERTY NAME: Waterlefe CDD (Lake)

CUSTOMER NAME: **Waterlefe CDD (Lake)**

SERVICE DESCRIPTION: 2026 Enhanced Waterbody Assessments at Pond 7 (1.43 acres)

EFFECTIVE DATE: **January 9, 2026**

SUBMITTED TO: Matt O'Nolan, District Manager

SUBMITTED BY: Alex Johnson, Project Manager; Andrea Jones, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. SERVICES. SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. MODIFICATIONS. Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. PRICING. The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. PAYMENT. SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WATERLEFE CDD (LAKE)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202***

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

***SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451***



SCHEDULE A – SCOPE OF SERVICES

Enhanced Waterbody Assessment: Pond 7

1. Lake water samples will be taken and tested for the following parameters:

(2) Total Nitrogen	(2) Ammonia
(2) Total Phosphorus	(1) Total Alkalinity
(1) Conductivity	(1) Turbidity
pH reading	Water Column Profile
Dissolved Oxygen	Temperature
2. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
3. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Equipment:

1. Company will use the following equipment:

Secchi Disc	YSI
GPS	Van Dorn Water Sampler
pH	Water Sampling Kit
Pen	Depth Finder

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$1,080.00** Price is valid for 60 days from the Effective Date
(Deposit not required - 100% due upon completion of the services)

SERVICES AGREEMENT

PROPERTY NAME: Waterlefe CDD (Lake)

CUSTOMER NAME: **Waterlefe CDD (Lake)**

SERVICE DESCRIPTION: 2026 Enhanced Waterbody Assessments at Pond 9 (1.51 acres)

EFFECTIVE DATE: **January 9, 2026**

SUBMITTED TO: Matt O'Nolan, District Manager

SUBMITTED BY: Alex Johnson, Project Manager; Andrea Jones, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.
6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.
7. RESERVED.
8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.
9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.
10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably



and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WATERLEFE CDD (LAKE)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

***SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202***

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

***SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451***



SCHEDULE A – SCOPE OF SERVICES

Enhanced Waterbody Assessment: Pond 9

1. Lake water samples will be taken and tested for the following parameters:

(2) Total Nitrogen	(2) Ammonia
(2) Total Phosphorus	(1) Total Alkalinity
(1) Conductivity	(1) Turbidity
pH reading	Water Column Profile
Dissolved Oxygen	Temperature
2. The results of the tests along with recommendations and analysis of the results will be provided to the Customer in a written report following each testing period.
3. Any data collected that needs immediate action to resolve an issue will be brought to the Customer's attention at once.

Equipment:

1. Company will use the following equipment:

Secchi Disc	YSI
GPS	Van Dorn Water Sampler
pH	Water Sampling Kit
Pen	Depth Finder

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$1,080.00** Price is valid for 60 days from the Effective Date
(Deposit not required - 100% due upon completion of the services)

SERVICES AGREEMENT

PROPERTY NAME: Waterlefe CDD (Lake)
CUSTOMER NAME: Waterlefe CDD (Lake)
SERVICE DESCRIPTION: Annual MuckBiotics management at **Pond 18**
EFFECTIVE DATE: February 1, 2026 through January 31, 2027
SUBMITTED TO: Steve Dietz
SUBMITTED BY: Erika Bamberg, Sales Support Administrator

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B. Prices are subject to annual increases. SOLitude will notify the Customer in writing (which may be by invoice) of such increases.
4. **PAYMENT.** Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.
5. **TERM AND EXPIRATION.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of one year(s) (the "Initial Term"). Thereafter, this Agreement shall automatically renew under the same terms, conditions and specifications as set forth by this Agreement and for the same period of time as the Initial Term



(each an "Additional Term") (the "Initial Term" and each "Additional Term" thereafter are collectively referred to herein as the "Term") unless either party gives written notice of cancellation thirty (30) days prior to the termination date of the Term then in effect. The parties understand and agree that the prices for each Additional Term shall automatically increase by six percent (6%) of then current annual pricing. SOLitude reserves the right to increase the amount charged for the Services. Such increase shall be communicated by written notice to the Customer, which notice may be by invoice. Customer may reject any such additional increase by notifying SOLitude in writing within fifteen (15) days of receiving such price increase notice.

6. **TERMINATION.** SOLitude may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Customer. Subject to Sec. 7, in the event that this Agreement is terminated for any reason prior to the end of the Term, Customer agrees to pay SOLitude, in addition to all other amounts owed, an early termination fee of fifty percent (50%) of the remaining value of the Agreement (the "Early Termination Fee"). The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Agreement in which the Customer's pricing plan is based.

7. **TERMINATION FOR CAUSE.** If SOLitude fails to materially perform pursuant to the terms of this Agreement, Customer shall provide written notice to SOLitude specifying the default. If SOLitude does not cure such default within forty-five (45) days of SOLitude's receipt of Customer's written notice, Customer may terminate this Agreement, in whole or in part, for cause. The Company, in case of such default, shall be entitled to receive payment only for work completed prior to said default, so long as the total paid hereunder does not exceed the contract sum. Either party may terminate this Agreement immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8. **INSURANCE.** SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. **INDEMNIFICATION; LIMITATION OF LIABILITY.** THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after



disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA").



under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.

18. **ASSIGNMENT.** The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. **NOTICES.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.



22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

WATERLEFE CDD (LAKE)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES

A SOLitude Aquatic Specialist will visit the site and inspect the Pond one time per month.

MuckBiotics Management:

1. MuckBiotic treatments as necessary to reduce muck buildup.

Service Reporting:

1. Customer will be provided with a service report detailing all of the work performed as part of this Agreement after each visit.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.



SCHEDULE B – PRICING SCHEDULE

Total Price: **\$6,531.12**

Invoice Amount: **\$544.26**

Invoice Frequency: **Monthly**

Tab 4

WATERLEFE

LANDSCAPE INSPECTION REPORT



January 10, 2026

Rizzetta & Company

John R. Toborg – Division Manager

Landscape Inspection Services



Rizzetta & Company
Professionals in Community Management

Upcoming Events

General Updates, Recent & Upcoming Maintenance Events

- ❑ **During the month of February, all St. Augustine turf shall receive an application of 5900 lbs. (118 – 50 lb. bags) of 8-0-12+4Mg fertilizer. Additionally, all Bahia turf shall receive an application of 600 lbs. (12 – 50 lb. bags) of 8-0-12+4Mg fertilizer, all ornamentals shall receive an application of 2000 lbs. (40 – 50 lb. bags) of 8-0-12+4 Mg fertilizer and finally all Palms shall receive an application of 675 lbs. (13 ½ - 50 lb. bags) of 8-0-12+4Mg fertilizer.**
- ❑ Per contract, I request SSLM notify me and Staff at least five days ahead of each fertilization being applied and to check in with Staff the day of application so Staff can verify type, quantity and what the fertilizer is being applied to and then record this information on the label and scan it to me. Payment for fertilization will not be approved without prior verification.

See the fertilizer spec below from the Scope of Services contained in the contract.

- ❑ The Waterlefe CDD requires that all fertilizer applied on the CDD property be 8-0-12+4Mg. Not only for palms, but for all turf, ornamentals, groundcovers and trees. The fertilizer label shall reflect that 100% of the N, K, Mg, and B sources be in slow-release or controlled-release form and all the Mn, Fe Zn & Cu sources be water soluble (generally these will be sulfates, except for Fe, which can be chelated with EDTA or DTPA). No source of N, K, Mg or B should be water-soluble. This will be considered an unacceptable fertilizer. The information below reflects the most effective sources for the seven critical elements in Florida landscape palm fertilizers:

Element Recommended Sources:*

N - Sulfur-coated urea, resin (or polymer)-coated urea or ammonium salts, urea-formaldehyde
P - Superphosphate, triple superphosphate, coated diammonium phosphate
K - Sulfur-coated potassium sulfate (may have additional polymer coating)
Mg - Kieserite (magnesium sulfate monohydrate) granules
Mn - Manganese sulfate
Fe - Iron sulfate, FeEDTA and/or FeDTPA
B - Granubor® (sodium borate)

*Based on data from Broschat (1991, 1996, 1997, 2008) and Broschat and Elliott (2005) Archival copy: for current recommendations see <http://edis.ifas.ufl.edu> or your local extension office.



Mossy Branch, Waterlefe Blvd.

The following are action items for Sun State Landscape Management (SSLM) to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Underlined Bold Red text** indicates deficient for more than two months. **Green text** indicates a proposal has been requested. **Blue** indicates an irrigation related matter. **Bold and underlined** text is either information or questions for the BOS. **Orange** is for Staff.

1. Tip the Variegated Confederate Jasmine outside the Mossy Branch gates.
2. What is the anticipated date of installation for the dead Ixora on the outside of the Mossy Branch gates? (Pic 2)



7. If SSLM feels there is enough viable St. Augustine turf on the WLBlvd. median, outbound lanes between Portside and Sand Crane south, but closer to Sand Crane south to rejuvenate it back to being a full, healthy lawn, then please apply a turf improvement program. If not, I will request a proposal for its replacement (200 – 300 sq. ft.)



3. Has a date been established to have all palm trimming completed?
4. Has Sand Crane north been inspected for irrigation line cracks? This cul-de-sac is habitually being run over by vehicles and most of the time water is standing behind the curb and in the gutter. (Pic 4>)
5. Treat broadleaf weeds in the Sand Crane north cul-de-sac turf.
6. I'll photograph this Canary on Conch Shell west only because I feel the crown is being bifurcated separating the lower fronds from the upper fronds. I will continue to monitor. (Pic 6>)



South Wall, Discovery, River Basin

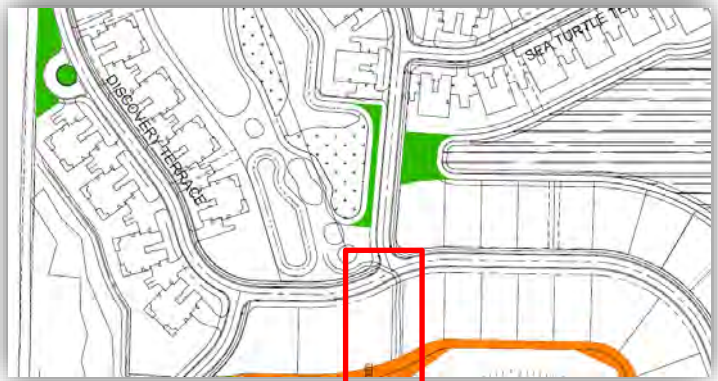
8. Schedule a time going into March to have all Crape Myrtles pencil-pruned.
9. The newer-installed Sweet Viburnum along the south wall closer to the large lake are doing quite well, however, those closer to Mossy Branch are still in slight wilt condition and a couple need to be replaced. Is irrigation pressure good in this end? Was the check valve replaced? (Pic 9)



10. One of the trunks on the Reclinata on Discovery north cul-de-sac has died from Ganoderma. This tree will eventually completely die from this incurable disease which lives indefinitely in the soil. All palms are susceptible to this disease, and a palm should not be used when replacing. The presence of a conch on the trunk is the determining symptom. (Pics 10a & b>)



11. Item 22 from the November 25th report called out the overgrown hedge along the trail between Discovery and the River Basin boardwalk. SSLM has stated this is a golf course hedge. Although it has been mistakenly not colored green on the maintenance exhibit, it has been under the CDD maintenance since at least 2011. (Pic 11 & below.)



River Basin Park, Misty Pond

12. Remove dead growth from the Flax Lily inside River Basin Park.

13. Did the proposal to re-do the River Basin north cul-de-sac into include turf replacement? It should have as there is not much remaining. If it did not, I will request a proposal from SSLM. (Pic 13)



14. The Turning Leaf cul-de-sac turf remains very weedy. And more vehicular damage is present. (Pics 14a & b>)



15. Was there new turf replaced on Misty Pond in the recent past? It appears there was on the front of the cul-de-sac, but it didn't survive. If this was a project, this needs to be replaced under warranty. If not, I will request a proposal from SSLM. (Pic 15>)

16. Will most turf/shrub replacements be installed closer to March to avoiding freezing weather?

17. Treat broadleaf weeds in the turf on the outbound side of Misty Pond. (Pic 17)



Discovery East, Roundabout, Whooping Crane

18. Although there is a spray stake in the Discovery east cul-de-sac, I feel this is an ideal spot for turf replacement as it has never been enhanced, even when the Magnolia and Bougainvillea were installed. (Pic 18)



19. Make sure all irrigation controllers are closed and locked at all times.
20. Is it the Landscape Committee's intention to maintain the Bougainvillea on the roundabout in more squared shapes rather than rounded? Currently they are squared nearly the same height as the surrounding plants and do not stand out as much as if they were rounded and taller. (Pic 20)



21. When will the irises be replaced under the Foxtail Palm on the roundabout? I did not receive a response or proposal to the last report. (Pic 21>)

22. Keep the Sweet Potato Vines from covering the boulders on the roundabout.
23. Make sure we are maintaining all the buffer behind the last house on the outbound side of Whooping Crane as we should be. It is a tricky shaped easement as well as an odd-shaped lot and difficult to tell where the CDD's boundaries are. (see below)



24. Maintain the remaining Winding Stream buffer leaving Whooping Crane at consistent heights. Remove tall Oak suckers.
25. I feel the Maritime buffers are still overgrown. They were to have been trimmed the week of December 8th.
26. Make sure the palms within the Rainbow/Winding Stream lift station and at the Winding Stream gates are included in the next palm trimming.
27. Hand pull weeds from the side yard buffer adjacent to the last house on the outbound side of Rainbow.



Fish Hook

28. Also please include the palms on the way to the boat lift on the next palm trimming event.



Proposals

1. SSLM to Install and Invoice a patch of dead turf on the inbound side of Waterlefe Blvd. (WLBlvd.) between the guardhouse and Sand Crane North. (Pic 1)



2. SSLM to provide a proposal to replace turf on the WLBlvd. median directly outside Discovery west. (Pic 2)



3. SSLM to provide a proposal to remove and replace this failing turf underneath the STOP sign at WLBlvd. and Discovery east. (Pic 3>)
4. SSLM to provide a proposal to replace the turf on the WLBlvd. median from near the entrance to Fieldbrook. (Pic 4>)



Tab 5

Waterlefe Income Statement
Actual vs. Budget as of November 30, 2025

	November Actual	November Budget	MTD Variance FAV / (UNFAV)	YTD Actual	YTD Budget	YTD Variance FAV / (UNFAV)
Combined Revenue						
Golf Operations	350,042	343,458	6,584	651,981	678,675	(26,694)
Restaurant	93,243	82,524	10,719	180,135	171,343	8,792
Admin	7,530	30,030	(22,500)	57,560	100,060	(42,500)
Total Revenues	450,815	456,012	(5,197)	889,676	950,078	(60,402)
Combined COGS						
Golf Operations	23,736	19,320	(4,416)	36,603	38,196	1,593
Restaurant	42,175	35,761	(6,414)	79,946	74,828	(5,118)
Total COGS	65,911	55,081	(10,830)	116,549	113,024	(3,525)
Golf Operations	326,306	324,138	2,168	615,378	640,479	(25,101)
Restaurant	51,068	46,762	4,306	100,189	96,515	3,674
Admin	7,530	30,030	(22,500)	57,560	100,060	(42,500)
Gross Profit	384,904	400,930	(16,026)	773,127	837,054	(63,927)
Combined Salaries						
Golf Operations	39,902	39,353	(549)	75,128	78,705	3,577
Restaurant	43,468	55,209	11,741	82,138	110,418	28,280
Maintenance	56,595	51,178	(5,417)	113,494	102,357	(11,137)
G&A	21,554	22,831	1,277	42,612	45,663	3,051
Total Payroll	161,519	168,571	7,052	313,372	337,143	23,771
Combined Expenses						
Golf Operations	16,305	12,320	(3,985)	37,138	31,040	(6,098)
Restaurant	8,241	9,125	884	17,300	18,550	1,250
Maintenance	41,705	74,895	33,190	78,252	124,851	46,599
G&A (Add Other Expenses)	95,626	92,958	(2,668)	184,419	196,102	11,683
Total Expenses	161,877	189,298	27,421	317,109	370,543	53,434
Other Income						
Interest Income	6,032	5,000	1,032	12,064	10,000	2,064
Other Income	-	-	-	-	-	-
Total Other Income	6,032	5,000	1,032	12,064	10,000	2,064
Golf Operations	270,099	272,465	(2,366)	503,112	530,734	(27,622)
Restaurant	(641)	(17,572)	16,931	751	(32,453)	33,204
Admin	(103,618)	(80,760)	(22,858)	(157,407)	(131,704)	(25,703)
Maintenance	(98,300)	(126,073)	27,773	(191,746)	(227,208)	35,462
Total Net Income / (Loss)	67,540	48,060	19,480	154,710	139,369	15,341

Round Information	ACTUAL MTD	BUDGET MTD	VARIANCE	ACTUAL YTD	BUDGET YTD	VARIANCE
Outings & Events Rounds	0	0	-	104	0	104
Outings & Events \$'s/Round	#DIV/0!	#DIV/0!	#DIV/0!	36	#DIV/0!	#DIV/0!
Passport & Trail Fee Rounds	2,646	2,622	24	4,868	5,244	(376)
Passport & Trail Fees\$/Rounds	64	67	\$ (2)	69	67	\$ 2
Public Rounds	2,100	1,965	135	3,683	3,824	(141)
Green Fees & Cart Rental \$/Round	69	70	\$ (0)	68	70	\$ (2)
Total Rounds	4,746	4,587	159	8,655	9,068	(413)
Passport & Public Revenue/Round	\$ 66	\$ 68	\$ (1)	\$ 68	\$ 68	\$ 0
Total \$/Round	\$ 74	\$ 75	\$ (1)	\$ 75	\$ 75	\$ 0
	RESIDENT			NON RESIDENT		
Passport Members	ACTUAL MTD	BUDGET MTD		ACTUAL MTD	BUDGET MTD	
Executive Family	42	42	-	24	23	1
Executive Single	50	60	(10)	53	54	(1)
Tenured Family	30	29	1	21	23	(2)
Tenured Single	27	28	(1)	14	14	-
Junior Executive Family	3	3	-	7	7	-
Junior Executive Single	1	1	-	14	13	1
Young Professional	1	1	-	10	12	(2)
Medallion Family	0	0	-	0	0	-
Medallion Single	0	0	-	0	0	-
Total	154	164	(10)	143	146	(3)
Combnied Total	297	310				

	ACTUAL	PRELIM	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	2025-2026 Forecast	2025-2026 Budget	Forecast Diff (Unfav)/Fav
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep				
Combined Revenue																
Pro Shop	301,939	350,042	346,889	375,652	442,464	431,628	384,907	383,594	296,002	276,316	249,339	245,511	4,084,283	4,093,101	(8,818)	
Restaurant	86,892	93,243	74,824	90,733	97,739	92,852	83,398	75,602	66,419	61,212	60,114	60,087	943,116	935,554	7,562	
Admin	50,030	7,530	30,030	20,030	10,030	30	30	30	30	30	30	30	117,860	160,360	(42,500)	
Total Revenue	438,861	450,815	451,743	486,415	550,232	524,510	468,335	459,226	362,452	337,559	309,483	305,628	5,145,259	5,189,015	(43,756)	
Combined COGS																
Pro Shop	12,867	23,736	19,008	18,805	21,035	21,286	20,003	16,853	15,339	13,217	10,782	10,724	203,655	204,474	819	
Restaurant	37,771	42,175	32,305	39,892	42,676	40,117	35,817	32,513	28,546	26,339	25,941	25,932	410,023	405,599	(4,424)	
Total COGS	50,638	65,911	51,313	58,697	63,711	61,403	55,820	49,366	43,885	39,556	36,723	36,655	613,678	610,074	(3,604)	
Gross Profit	388,223	384,904	400,430	427,718	486,522	463,107	412,515	409,861	318,567	298,002	272,760	268,973	4,531,581	4,578,941	(47,360)	
Combined Payroll																
Pro Shop	35,226	39,902	55,034	39,353	39,353	39,753	39,378	39,378	34,119	47,171	34,531	34,119	477,314	480,891	3,577	
F&B	38,670	43,468	80,142	56,058	56,058	56,058	41,635	38,863	38,863	54,349	38,863	38,863	581,890	601,680	19,790	
Maintenance	56,899	56,595	73,233	51,178	51,178	52,003	54,162	54,162	54,162	77,690	55,004	54,162	690,430	679,293	(11,137)	
G&A	21,058	21,554	34,872	34,451	23,531	23,531	23,531	23,531	23,531	40,332	27,812	23,531	321,267	317,630	(3,637)	
Total Payroll	151,853	161,519	243,281	181,040	170,120	171,345	158,706	155,934	150,675	219,542	156,210	150,675	2,070,901	2,079,494	8,593	
Combined Expenses																
Pro Shop	20,833	16,305	15,860	102,890	28,190	12,540	12,540	15,390	12,540	10,610	12,540	13,140	273,378	266,510	(6,868)	
Restaurant	9,059	8,241	9,125	10,125	9,125	9,725	10,325	9,125	9,125	9,125	9,125	9,125	111,350	112,600	1,250	
Maintenance	36,547	41,705	32,772	36,704	35,545	33,742	51,126	92,709	35,817	33,714	51,164	76,044	557,589	601,098	43,509	
G&A	88,793	95,626	113,262	105,204	104,313	98,720	97,237	94,798	90,598	94,365	91,838	90,198	1,164,952	1,131,484	(33,468)	
Total Expenses	155,232	161,877	171,019	254,923	177,173	154,727	171,228	212,022	148,080	147,814	164,667	188,507	2,107,269	2,111,692	4,423	
Interest Income	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	72,383	60,000	12,383	
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Other Income	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	6,032	72,383	60,000	12,383	
All Expenses (including COGS)	357,723	389,307	465,612	494,661	411,005	387,475	385,754	417,321	342,639	406,912	357,601	375,837	4,791,848	4,801,260	9,412	
Net Income From Operations	87,170	67,540	(7,838)	(2,214)	145,260	143,067	88,613	47,937	25,844	(63,322)	(42,086)	(64,177)	425,794	447,755	(21,961)	
Calculated Data																



NOVEMBER 2025 FINANCIAL NOTES

REVENUE:

Month: Down \$5,196 (1%) to budget
Year-to-Date: Down \$60,402 (6%) to budget
Prior Year: Up \$22,559 (5%) to prior year

COST OF GOODS SOLD:

Month: Up \$10,830 (20%) to budget
Year-To-Date: Up \$3,525 (3%) to budget
Prior Year: Up \$14,855 (29%) to prior year

GROSS PROFIT:

Month: Down \$16,026 (4%) to budget
Year-to-Date: Down \$63,927 (8%) to budget
Prior Year: Up \$7,704 (2%) to prior year

PAYROLL:

Month: Down \$7,052 (4%) to budget
Year-to-Date: Down \$23,771 (7%) to budget
Prior Year: Up \$15,036 (10%) to prior year

COMBINED EXPENSES:

Month: Down \$27,421 (14%) to budget
Year-to-Date: Down \$53,434 (14%) to budget
Prior Year: Down \$3,229 (2%) to prior year

NET INCOME:

Month: Up \$19,480 to budget
Year-To-Date: Up \$15,341 to budget
Prior Year: Up \$1,343 to prior year

PUBLIC ROUNDS:

Month: Up 135 to budget while the per round average was even to budget
Year-to-Date: Down 141 to budget while the per round average was \$2 less to budget
Prior Year: Up 255 to prior year while the per round average was \$2 less to prior year

TOTAL ROUNDS:

Month: Up 159 to budget while the per round average was \$1 less to budget
Year-to-Date: Down 413 to budget while the per round average was even to budget
Prior Year: Up 162 to prior year while the per round average was even to prior year

		Estimated Cost		Contingency	Estimated Cost	County	
	Amount Spent	To Complete	Total Cost	(5%)	Plus Contingency	Payment	Over/(Under)
Professional Fees	14,963	9,000	23,963	-	23,963	-	(23,963)
Landscape Improvements							
Berm South of Main Entrance	-	81,000	81,000	4,050	85,050	78,339	(6,711)
Waterlefe Blvd Center Median	975	20,995	21,970	1,099	23,069	21,325	(1,744)
Berm North of Main Entrance	-	57,000	57,000	2,850	59,850	436,078	376,228
Between Hole 3 & Hole 12	-	15,000	15,000	750	15,750	17,287	1,537
Hole 12 Tee	-	55,000	55,000	2,750	57,750	67,302	9,552
Hole 13 Fairway	65,264	-	65,264	-	65,264	71,008	5,744
Hole 14 Tee	40,149	-	40,149	-	40,149	13,951	(26,198)
Land Takings	-	-	-	-	-	152,567	152,567
Golf Course Modifications	144,463	100,000	244,463	12,223	256,686	450,060	193,374
Total	265,813	337,995	603,808	23,722	627,530	1,307,917	680,387

Updated: January 15, 2026

Tab 6

Exhibit "A"

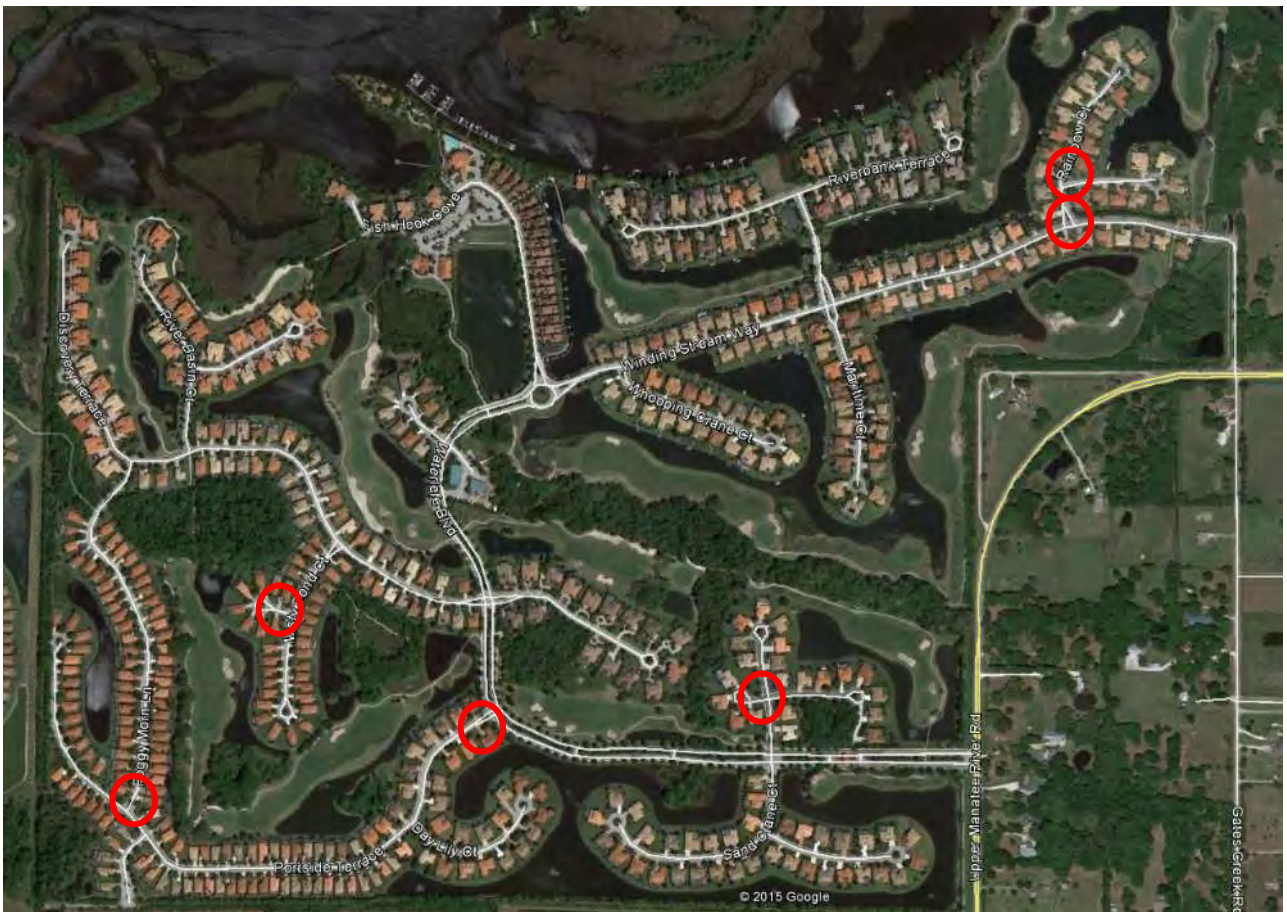
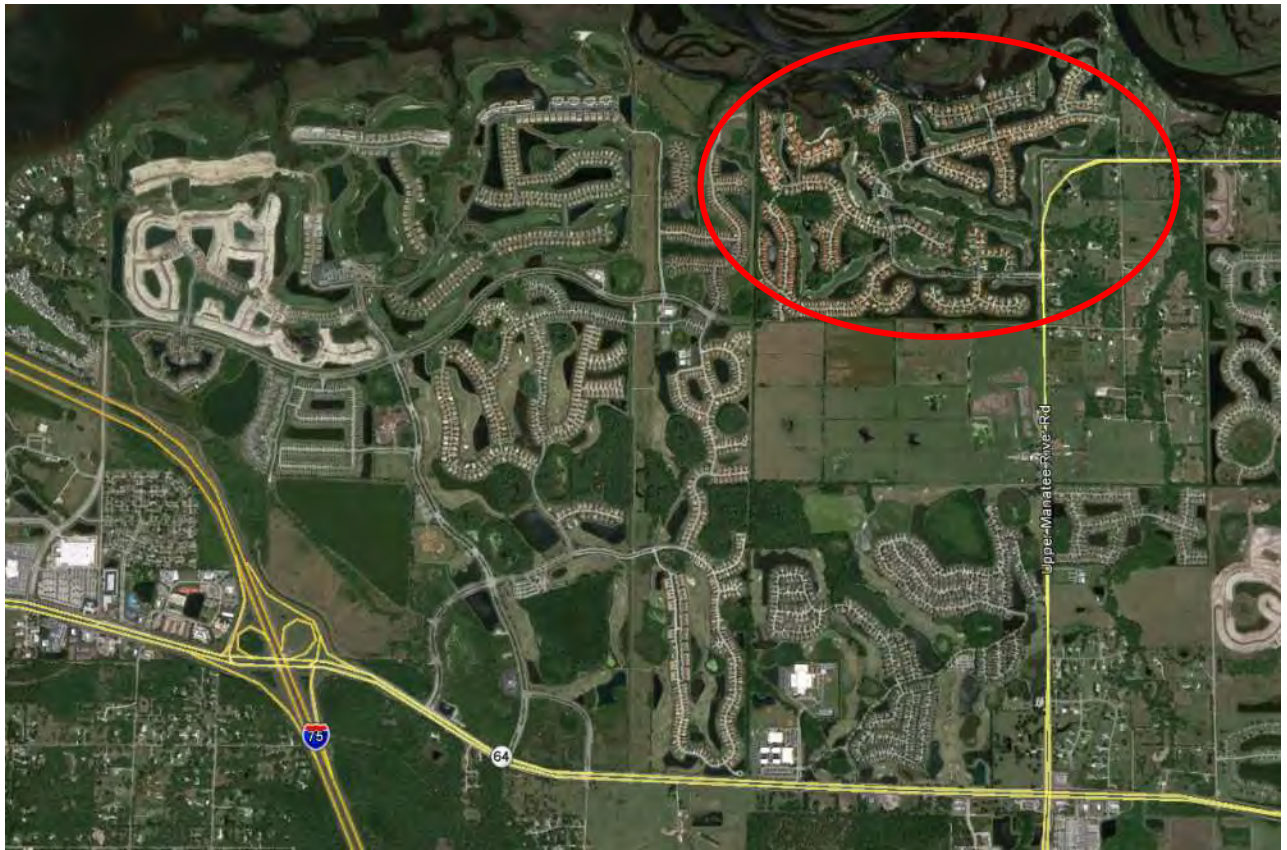
Waterlefe CDD Striping Repairs

Bid Form 12.23.25

Bid Item	Description	Quantity	Unit	Unit Price	Total
1	Thermoplastic Stop Bars (24" wide by +/- 13' long)	1	EA		
2	Thermoplastic Crosswalks (12" wide)	850	LF		
3	Miscellaneous cleanup and work	1	LS		
Total					

Contractor: _____

Bids Due Friday January 9, 2026 by 5:00 PM



Signage/Striping

The site plan map displays a residential development with various streets and lots. Five specific areas are highlighted with large red numbers:

- Area 1:** Located in the upper left quadrant.
- Area 2:** Located in the upper right quadrant.
- Area 3:** Located in the lower right quadrant.
- Area 4:** Located in the lower left quadrant.
- Area 5:** Located in the center-right area.

Dashed black lines divide the map into four quadrants, intersecting at the center where Area 5 is located. The map includes numerous street names and lot boundaries, providing context for the recommended signage and striping locations.

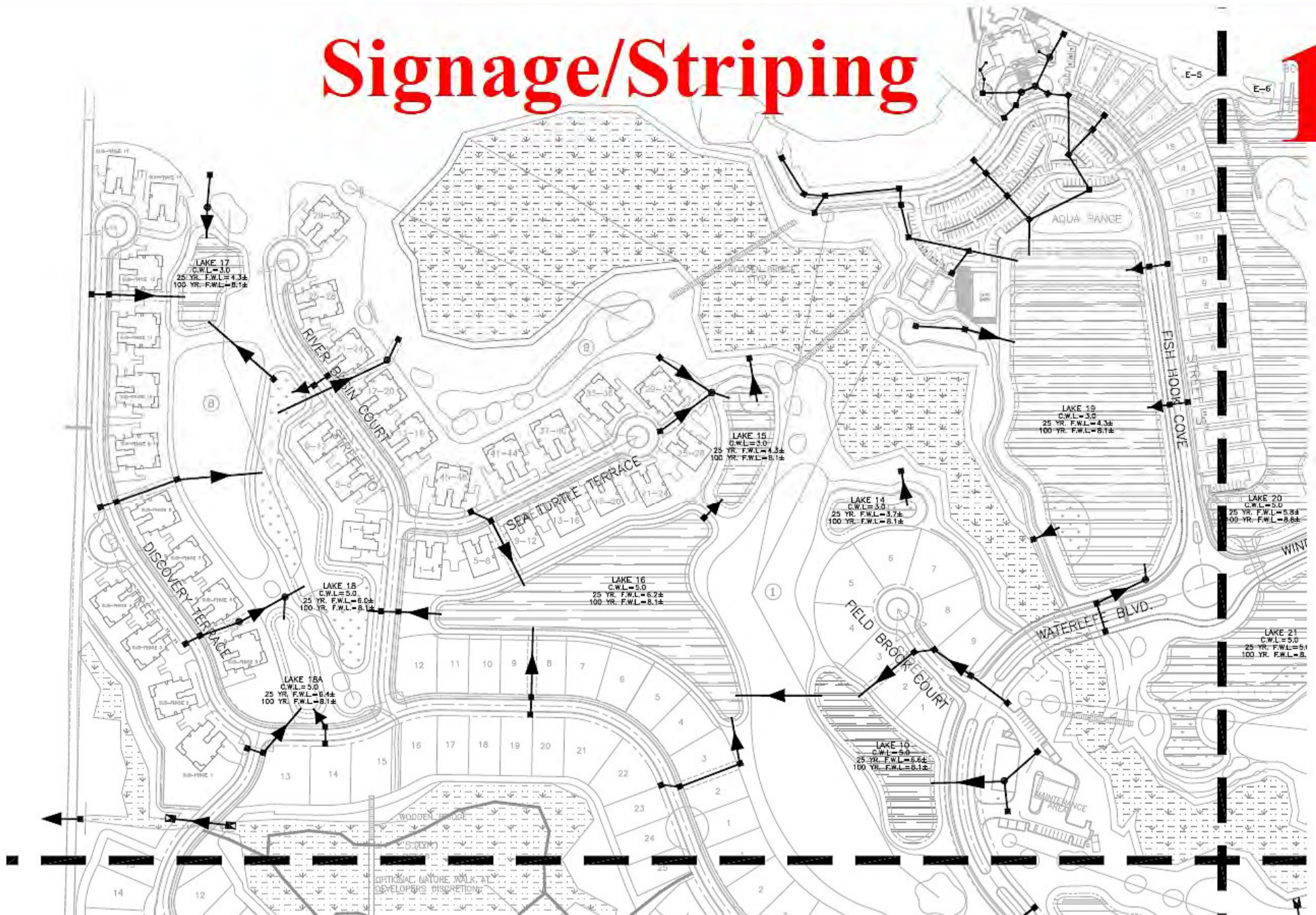
2

3

4

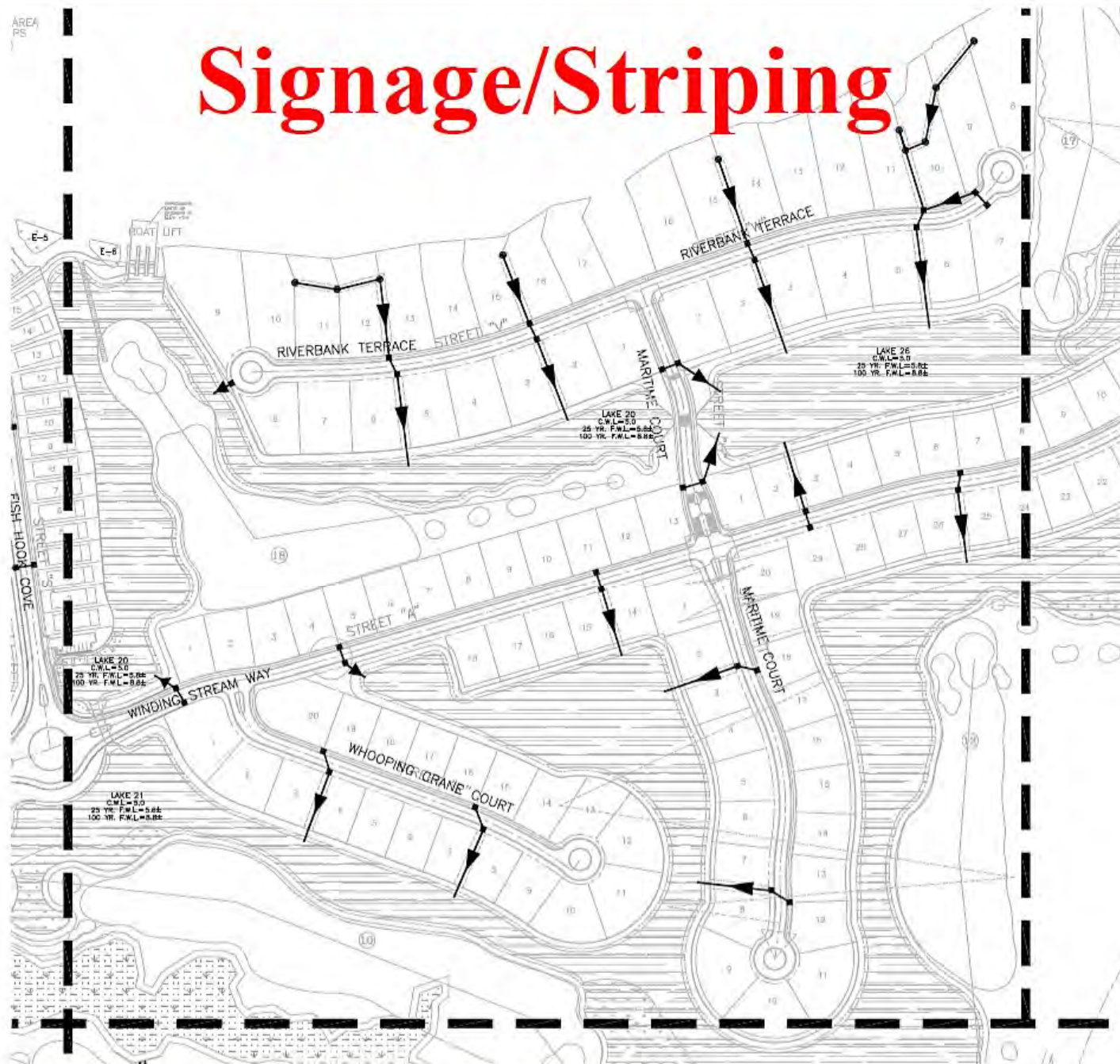


L



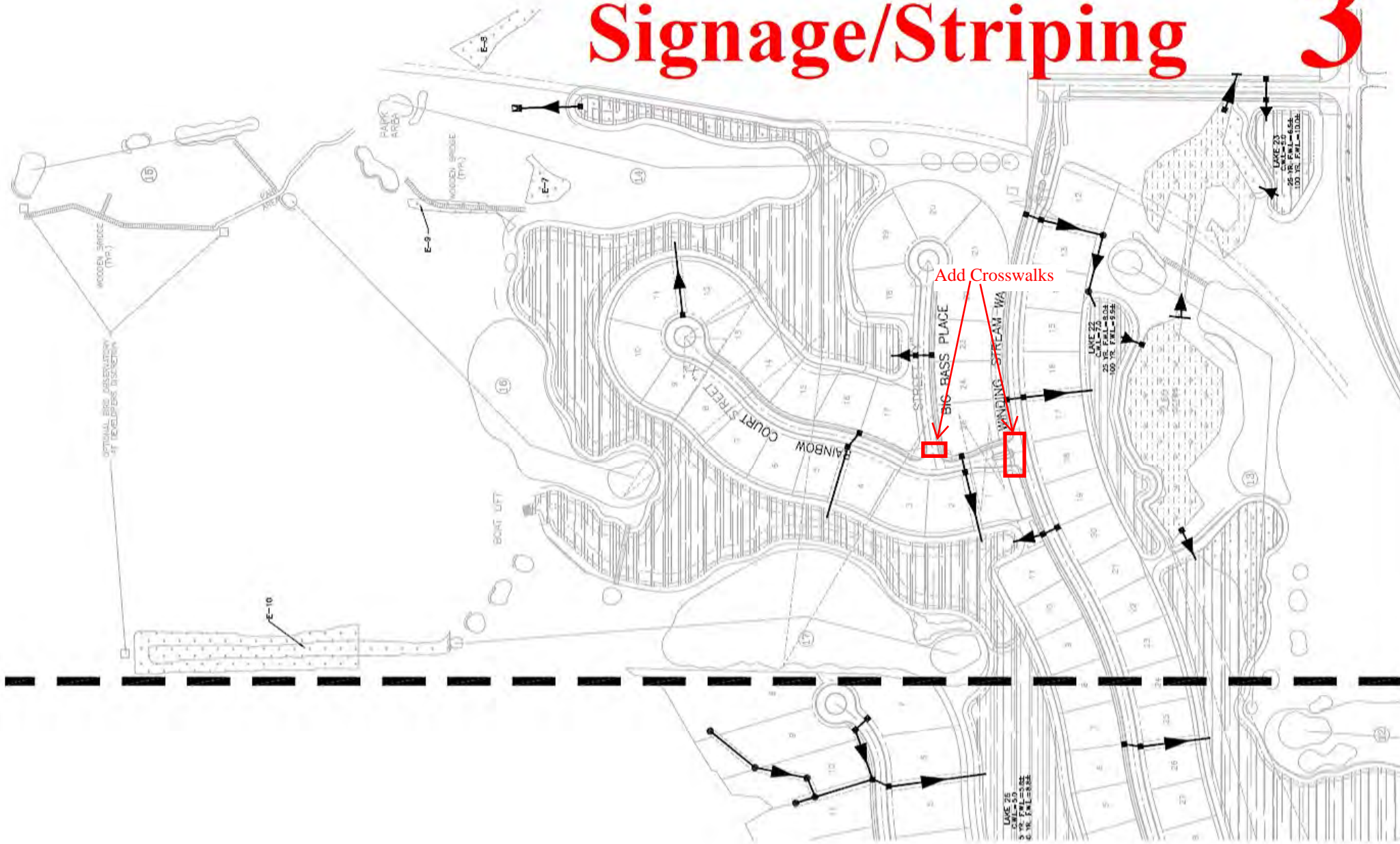
Signage/Striping

2



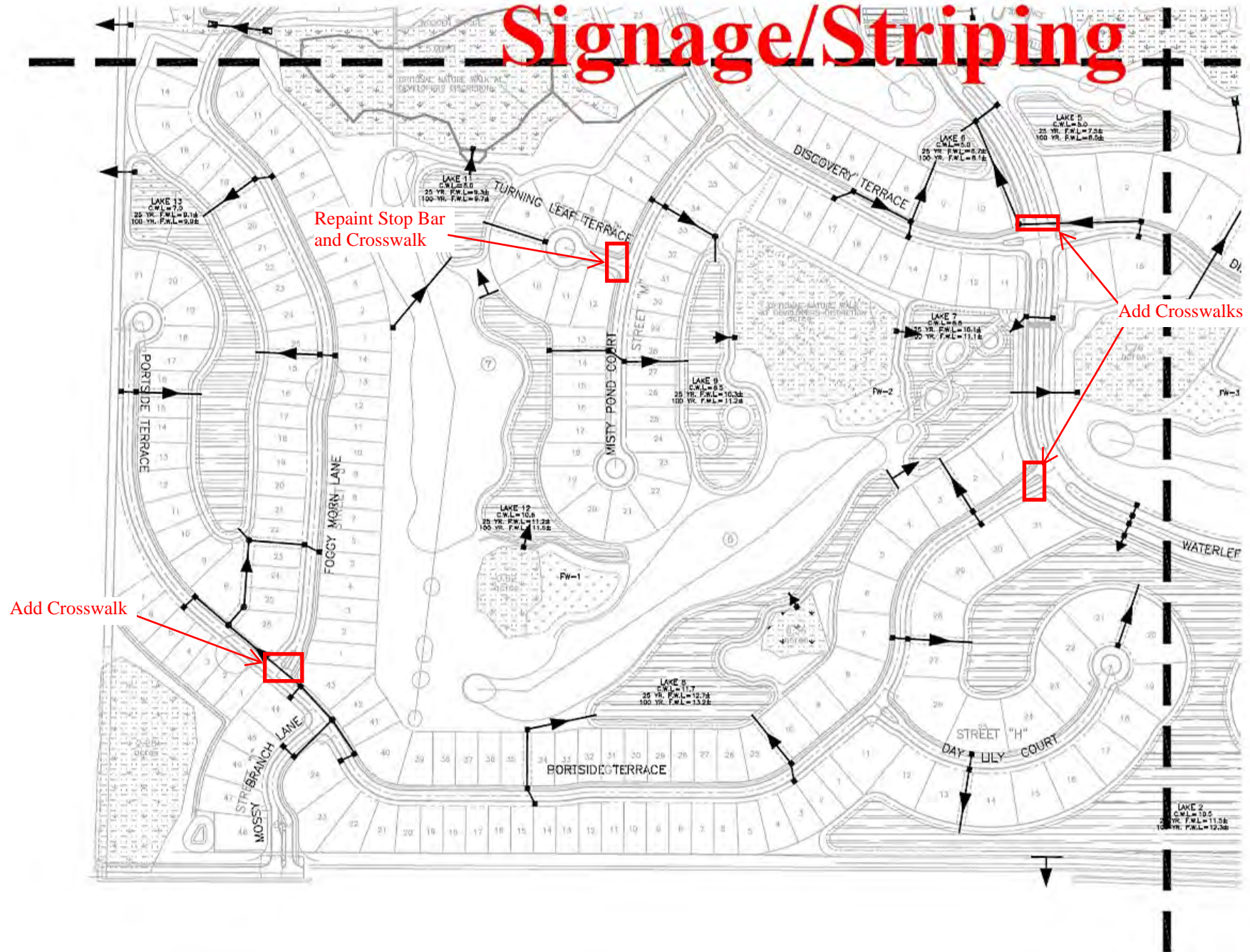
Signage/Striping

3



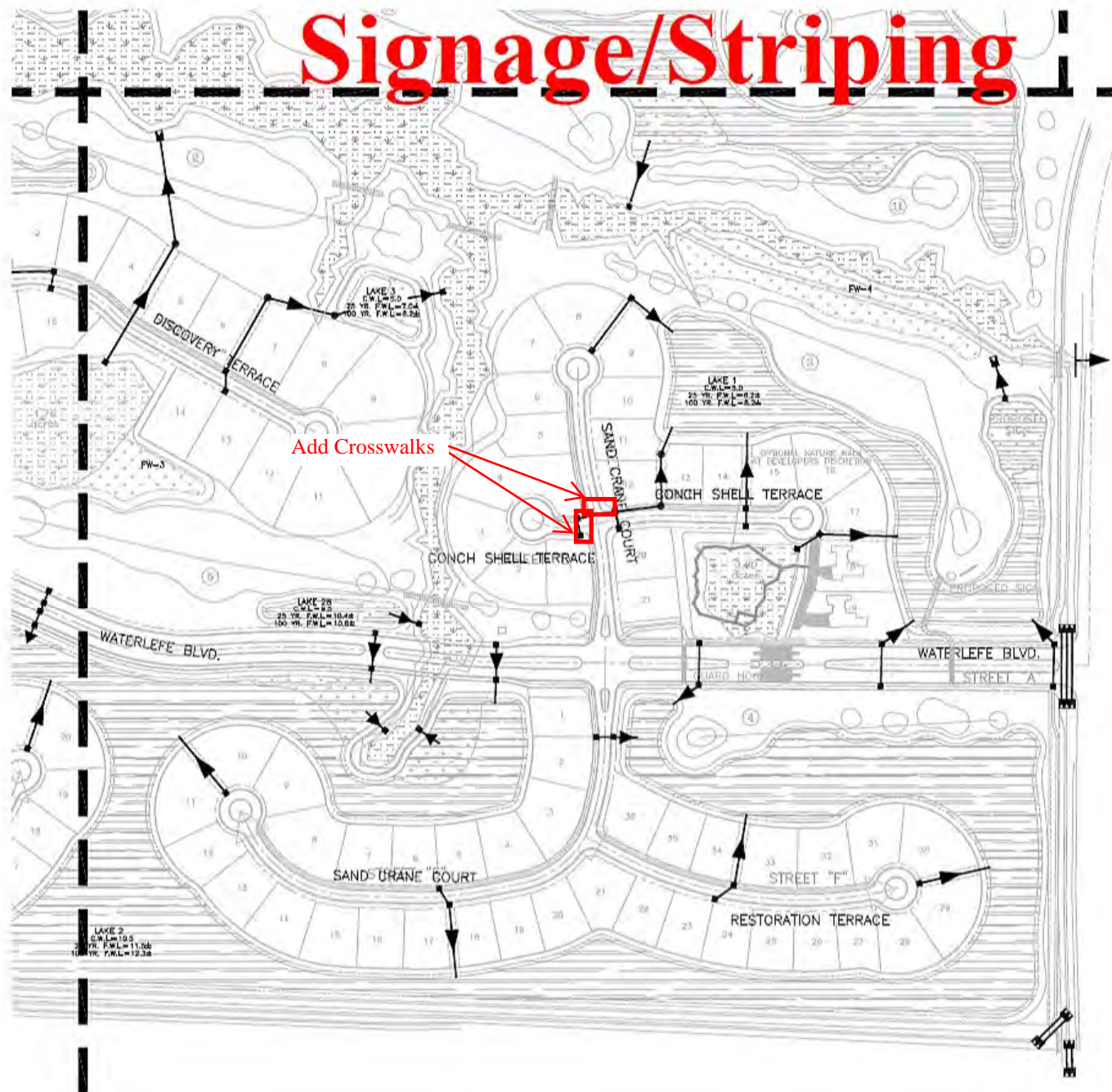
Signage/Striping

4



Signage/Striping

5





Repaint Stop Bar & Add Crosswalk on Turning Leaf at Misty Pond



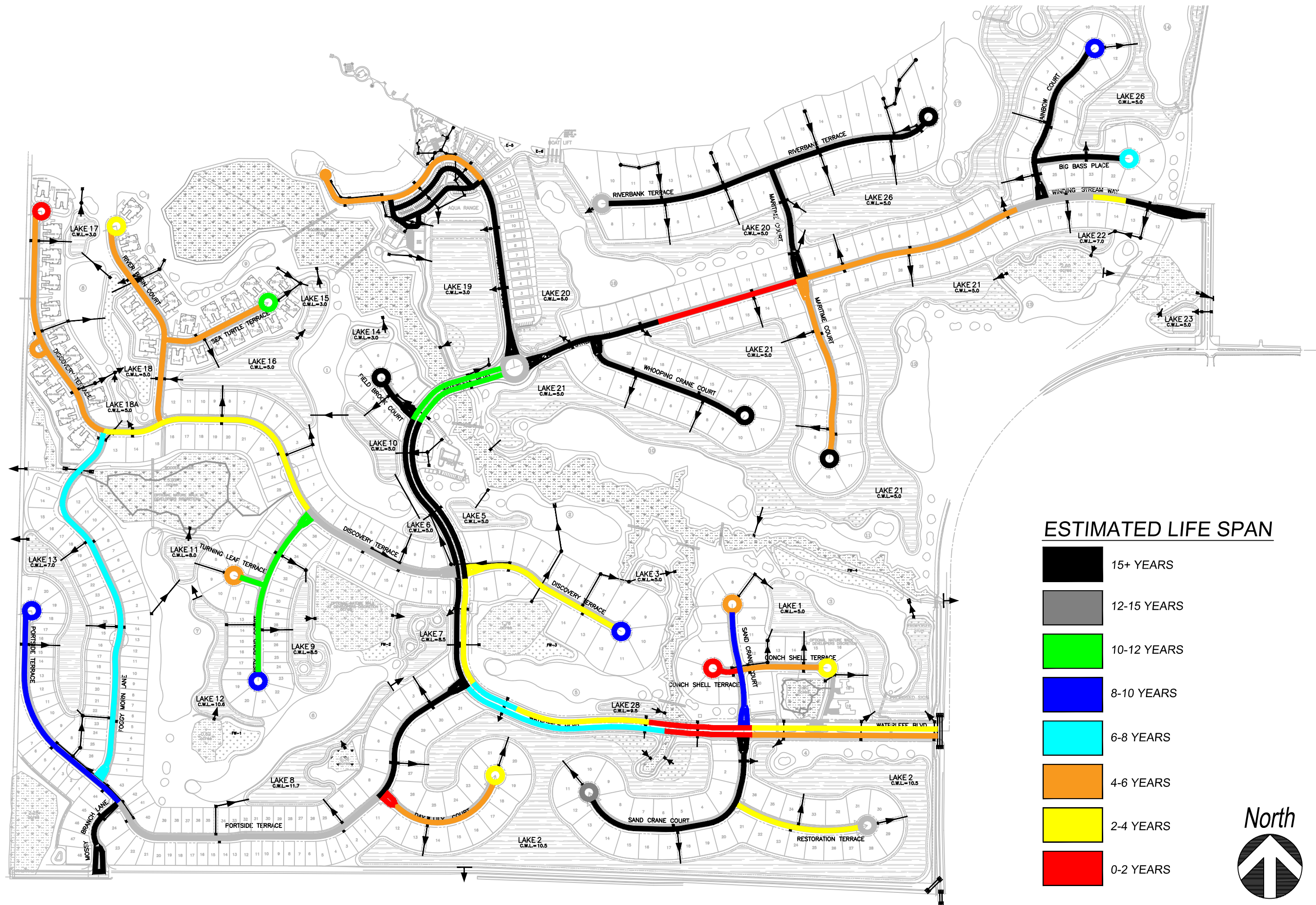
Add Crosswalks on Portside Terrace at Waterlefe Blvd



Add Crosswalks on Sand Crane & Conch Shell

Waterlefe CDD – Striping Deficiencies Photo Summary 12.17.25

Tab 7



ESTIMATED LIFE SPAN

- 15+ YEARS
- 12-15 YEARS
- 10-12 YEARS
- 8-10 YEARS
- 6-8 YEARS
- 4-6 YEARS
- 2-4 YEARS
- 0-2 YEARS



Signature: RICHARD SCHAPPACHER, P.E. Professional Engineer # 51501	
DESIGNED: RS	CHECKED: RS
DRAWN: KH	DATE: JAN 2026
SCALE:	
Schappacher Engineering, LLC	
3604 53rd AVENUE EAST, BRADENTON, FL 34203 PHONE: (841) 251-7613 WWW.SCHAPPACHERENG.COM	
WATERLEFE CDD	
2026 - ROADWAY LIFESPAN MAP	
SHEET NUMBER	

Tab 8



Spray vegetation on Fish Hook Cove Retaining Wall behind condos



Spray vegetation on Fish Hook Cove Retaining Wall behind condos



Spray vegetation on Fish Hook Cove Retaining Wall behind condos



Spray vegetation on Fish Hook Cove Retaining Wall behind condos



Sealant added to railing posts dried and cracked on Fish Hook Cove



Add sealant to railing posts along Fish Hook Cove



Railing splintering near Fish Hook Cove cul-de-sac



Add sealant to railing posts along Fish Hook Cove



Cart Path on west side of Golf Course Parking Lot cracked



Spray vegetation on Retaining Wall at south end of Aqua Range



Spray vegetation on Retaining Wall at south end of Aqua Range



Retaining Wall Railing damaged at north end of Discovery Terr cul-de-sac



Top caps to Retaining Wall missing and brick debris along Discovery Terr



Debris behind Discovery Terr Retaining Wall, north of bulb-out



Debris behind Discovery Terr Retaining Wall, north of bulb-out



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Top cap missing and loose on Retaining Wall north of Guard House



Roof debris stacked behind Discovery Terr Retaining Wall in bulb-out



Top cap missing and loose on Retaining Wall north of Guard House



Top cap missing and loose on Retaining Wall north of Guard House



Top caps missing and loose on Retaining Wall on Conch Shell Terr



Top cap missing and loose on Retaining Wall north of Guard House



Top caps missing and loose on Retaining Wall on Conch Shell Terr



Top caps missing and loose on Retaining Wall on Conch Shell Terr



Top caps loose, north side Waterlefe Blvd Retaining Wall near Hole 5 Tee



Top caps loose, north side Waterlefe Blvd Retaining Wall near Hole 5 Tee



Spray vegetation on Retaining Wall near Hole 10 Tee



Spray vegetation on Retaining Wall near Hole 10 Tee



Settled Brick Pavers at driveway on Winding Stream Way (resident issue)



Add sealant to railing posts at Circle (Waterlefe Blvd/Winding Stream)



Hedge encroaching sidewalk on Winding Stream Way at Lift Station



Hedge encroaching sidewalk on Winding Stream Way at Lift Station



Settled Brick Pavers at driveway on Winding Stream Way (resident issue)



Hedge encroaching sidewalk on Winding Stream Way at Lift Station



Spray vegetation Retaining Wall at Marina on Winding Stream Way

Tab 9

Exhibit "A"

Waterlefe CDD Sidewalk Repairs

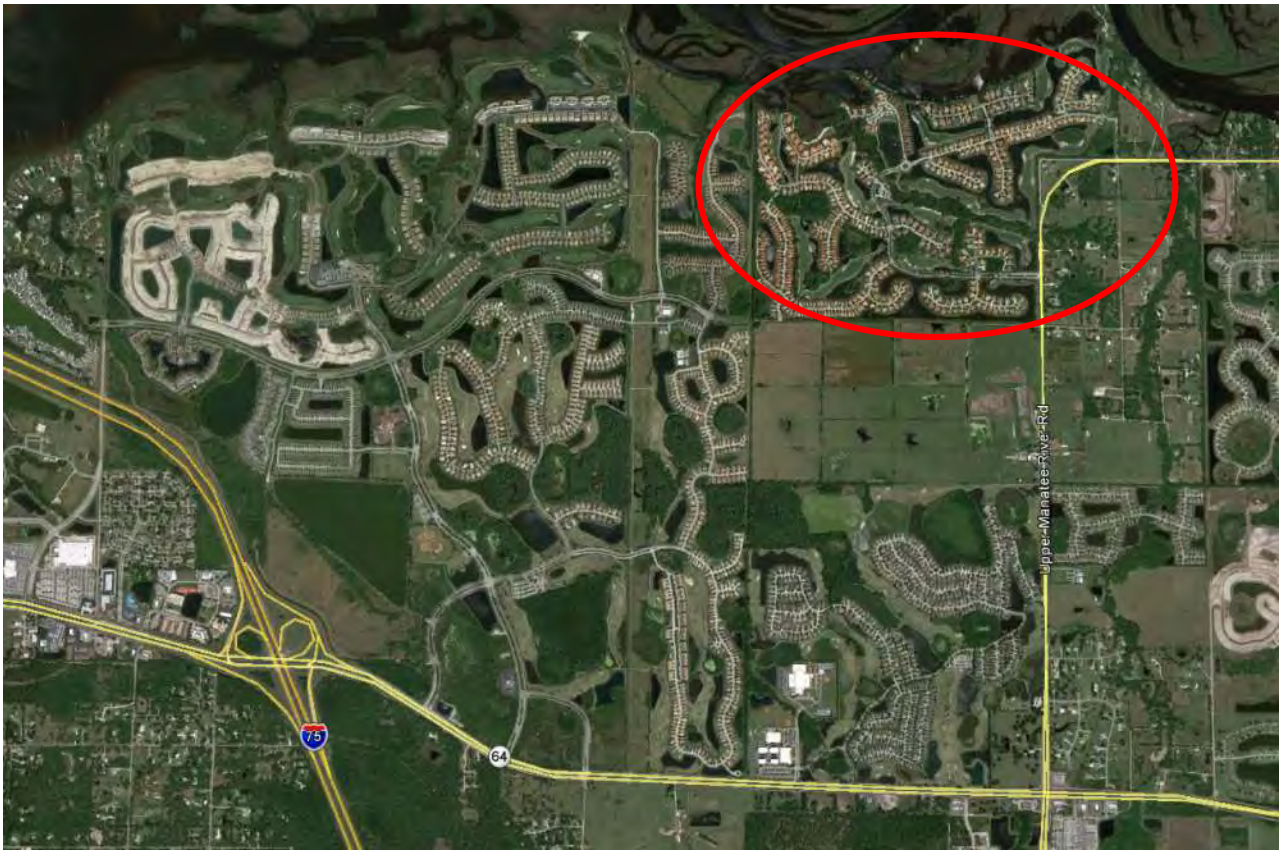
Bid Form 12.23.25

Bid Item	Description	Quantity	Unit	Unit Price	Total
1*	Grind raised sidewalk joint	25	EA		
2	Remove and replace 20' section of curb along Fish Hook Cove near golf course parking lot and removing protruding tree roots.	1	LS		
3	Remove and replace 5' wide sidewalk	31	LF		
4	Remove and replace 7' wide sidewalk	22.0	LF		
5	Remove existing brick paver flumes along the north side of Winding Stream Way east of Rainbow Court and install 8" wide by 4" thick concrete sidewalk flume between sidewalk and curb.	7	EA		
6	Remove broken handicap ramp (approx 5'x7'), install new handicap ramp including ADA Mat at Sand Crane Ct cul-de-sac	1	LS		
7	Epoxy patch curb	1	EA		
8	Miscellaneous cleanup and work	1	LS		
Total					

**item 1 Grind 6" for every 1/2" drop*

Contractor: _____

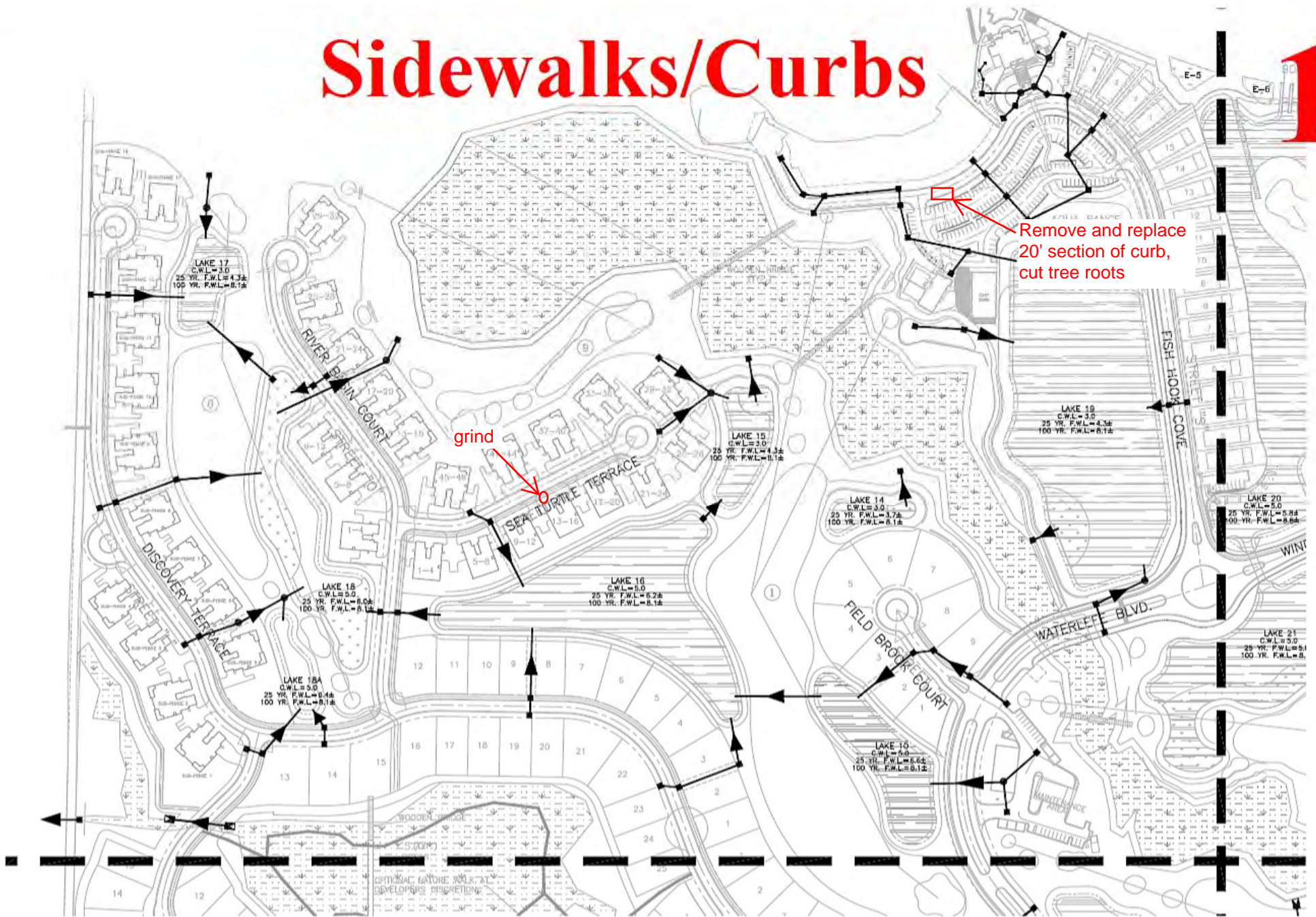
Bids Due Friday January 9, 2026 by 5:00 PM





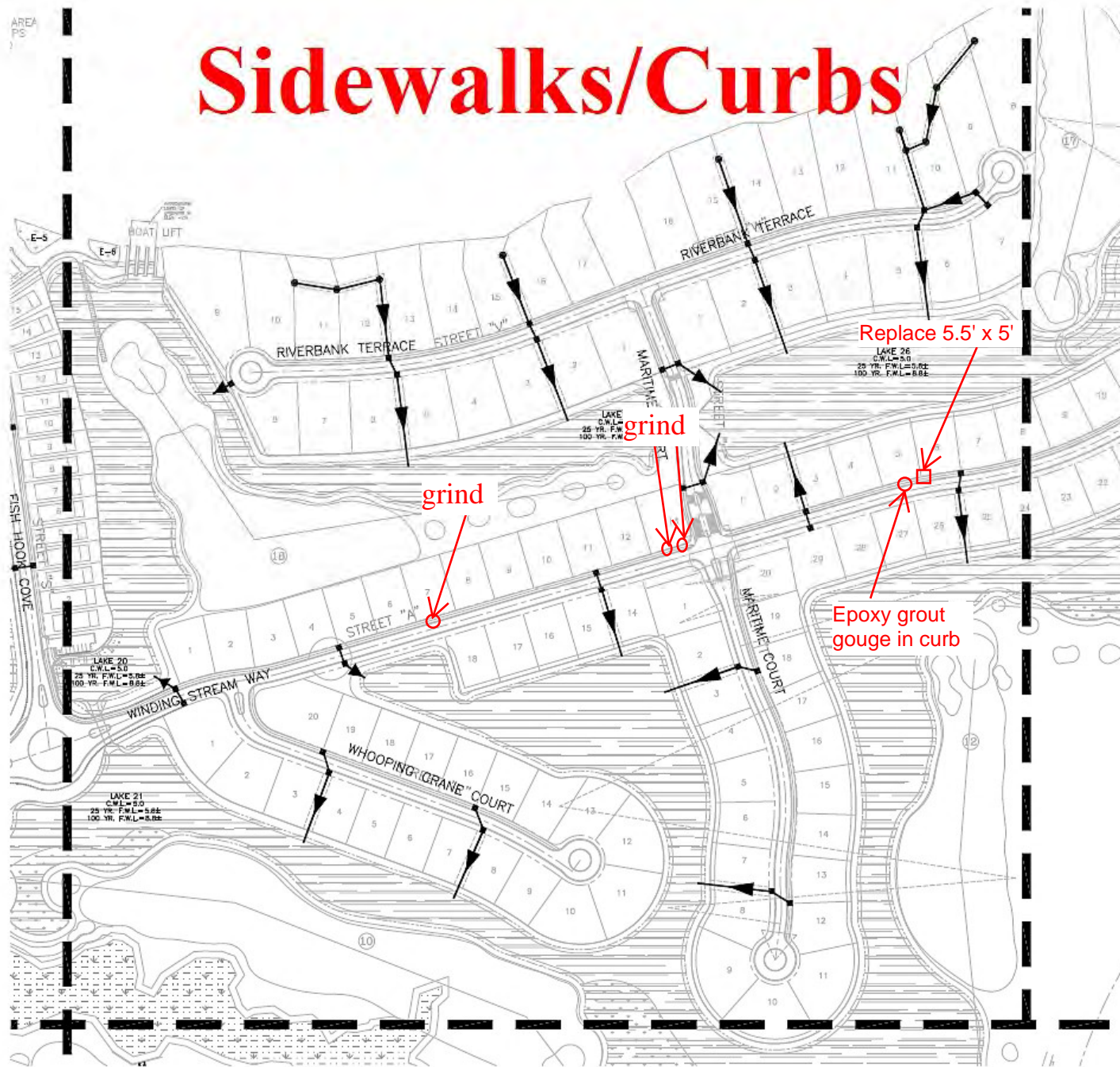
Sidewalks/Curbs

1

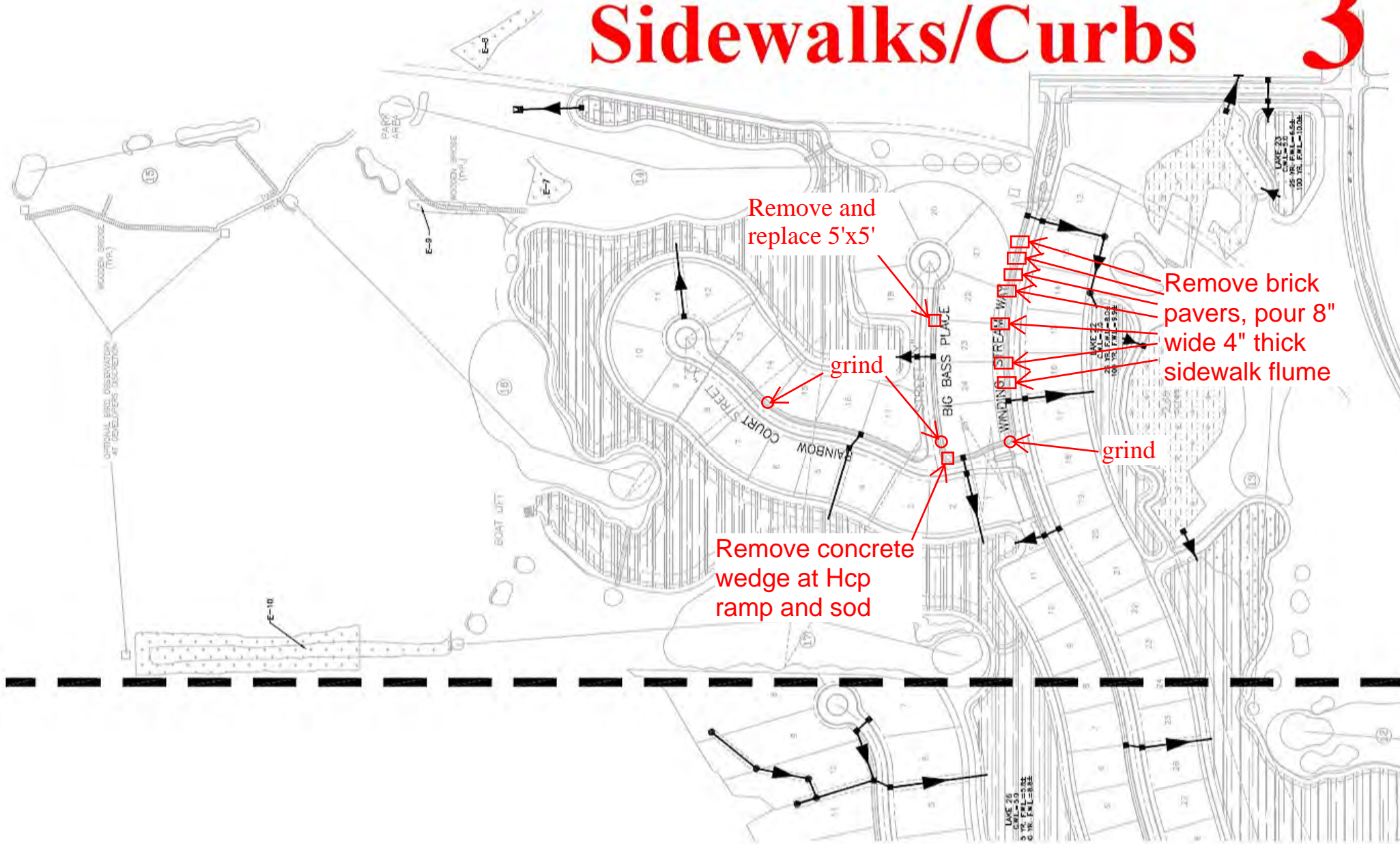


Sidewalks/Curbs

2

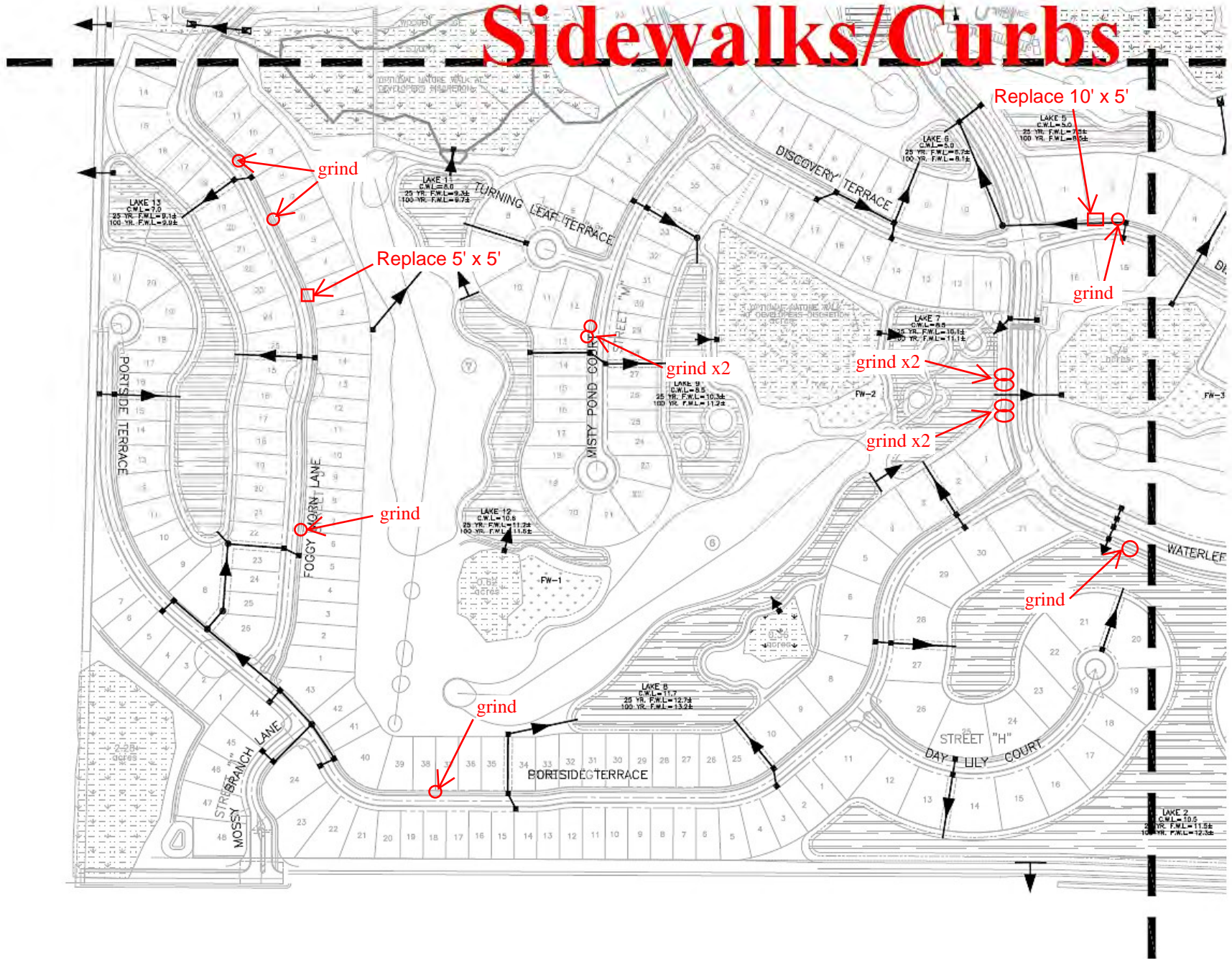


3

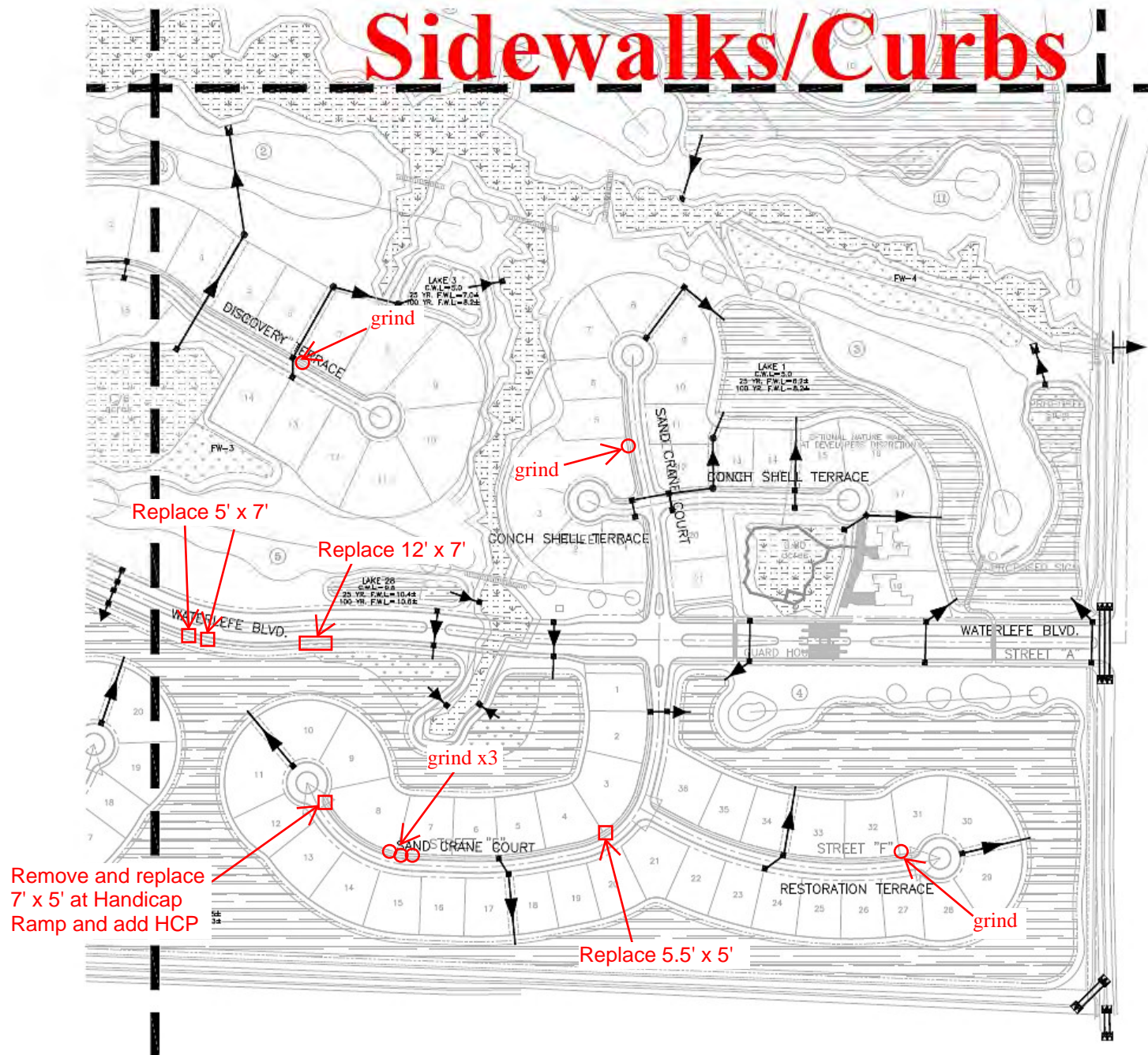


Sidewalks/Curbs

4



5





South side of Waterlefe Blvd at Pond 2, 5'x7' (2 areas)



South Sand Crane Ct Hcp ramp at cul-de-sac



South side of Waterlefe Blvd at Pond 2, 12x7



Restoration Terr near cul-de-sac

Waterlefe CDD – Sidewalk & Curb Repairs Photo Summary - 12.17.25 – Page 1



East Discovery Terr near Waterlefe Blvd, 10'x5'



Brick sidewalk flumes on Winding Stream Way east of Rainbow Ct



Big Bass & Rainbow Ct, Remove raised wedge, add sod



Brick sidewalk flumes on Winding Stream Way east of Rainbow Ct

Waterlefe CDD – Sidewalk & Curb Repairs Photo Summary - 12.17.25 – Page 2



Brick sidewalk flumes on Winding Stream Way east of Rainbow Ct



Winding Stream Way Lot 5, add epoxy grout



Winding Stream Way Lots 5/6



707 Foggy Morn, 5'x5'

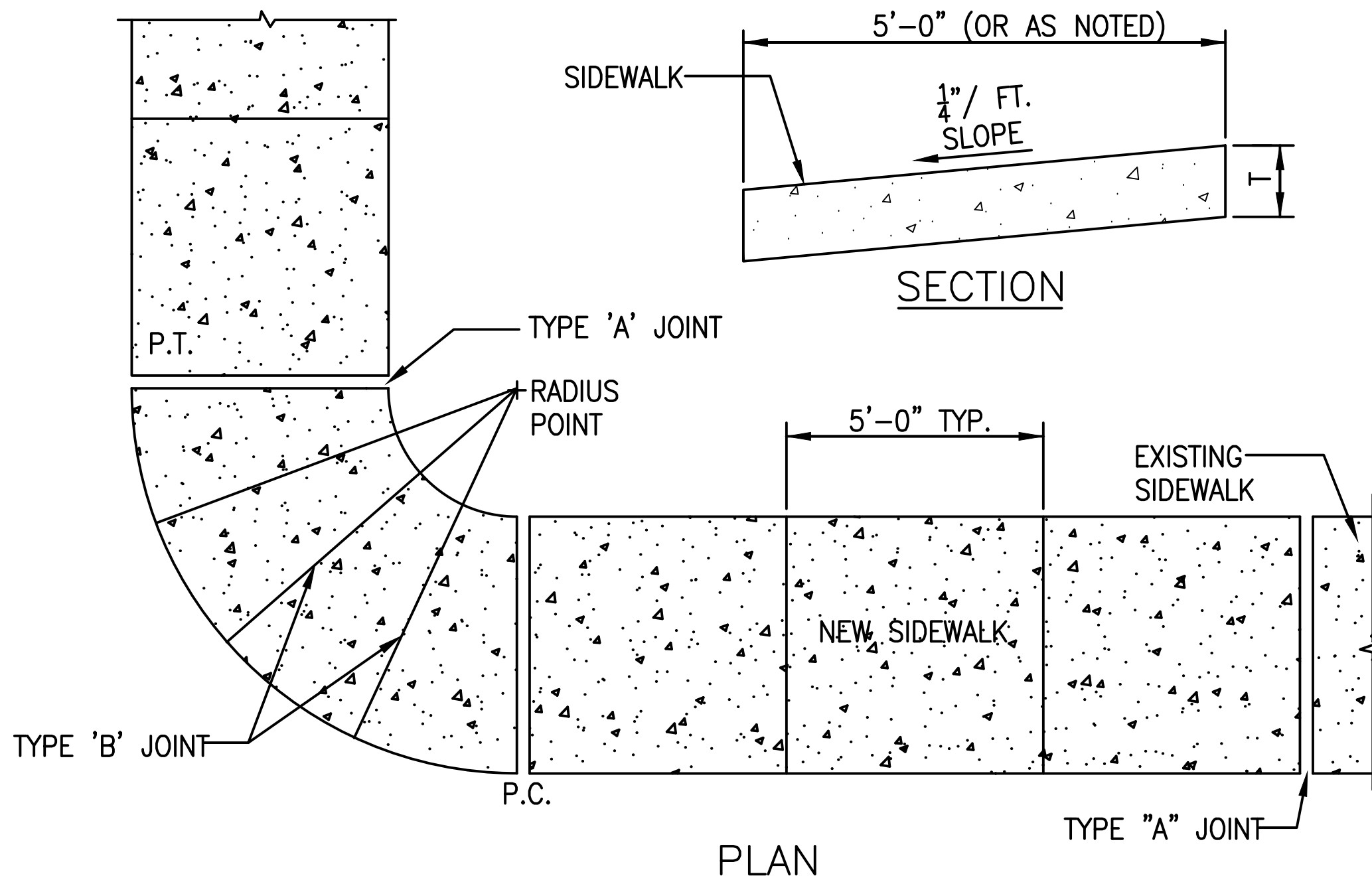


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES.
'B'	5'-0" CENTER TO CENTER ON SIDEWALKS.
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES. JUNCTION OF EXISTING AND NEW SIDEWALKS. AT 50' INTERVALS (MIN.)

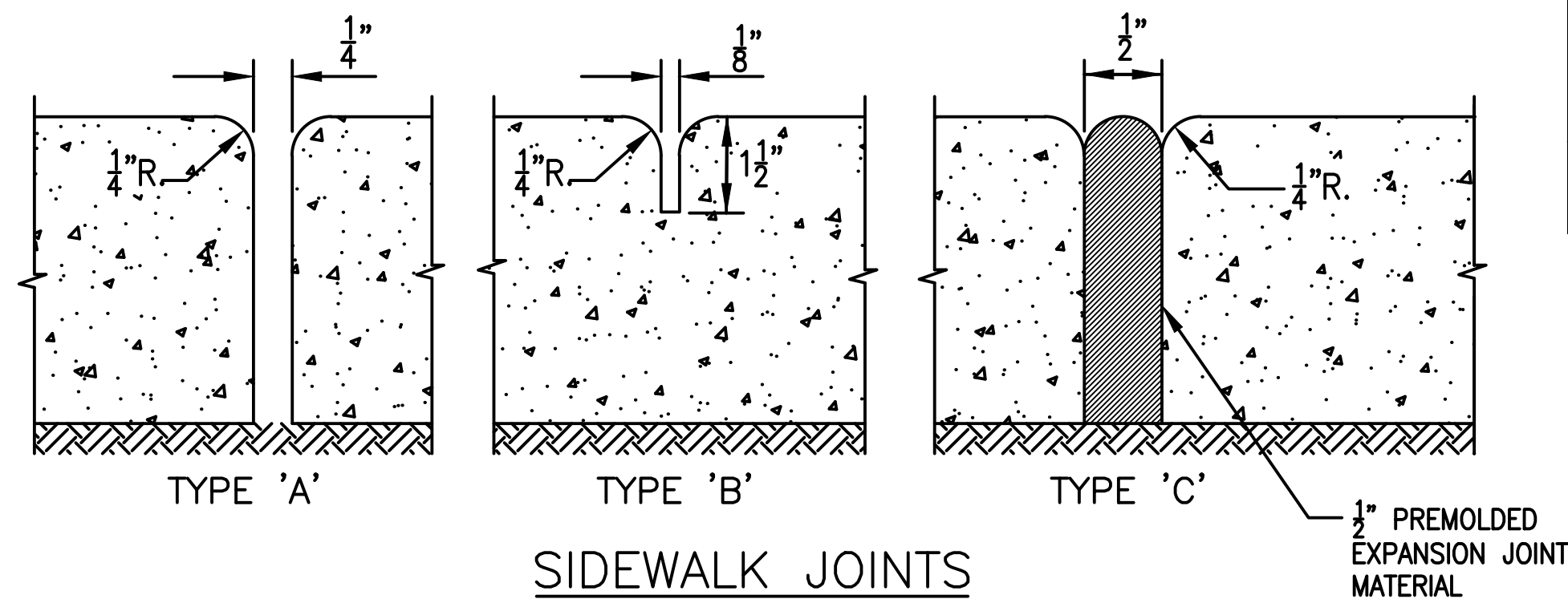


TABLE OF SIDEWALK THICKNESS - 'T'	
LOCATION	'T'
PEDESTRIAN AREAS	4"
AT DRIVEWAY CROSSING AND OTHER VEHICULAR USE AREAS	6"

NOTE: CONCRETE TO BE 3,000 P.S.I.
AT 28 DAYS WITH FIBERMESH
REINFORCEMENT.

SIDEWALK CONSTRUCTION

N.T.S.

GENERAL REQUIREMENTS

1.01 SCOPE AND INTENT

A. Description

The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract.

B. Work Included

The Contractor shall furnish all labor, superintendence, materials, plant, power, light, fuel, water, tools, appliances, equipment, supplies, shop drawings, working drawings and other means of construction necessary or proper for performing and completing the work. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all incidental costs. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made.

The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

C. Public Utility Installations and Structures

Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.

The Contractor shall protect all installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which have been located in the field by the utility shall be repaired by the Contractor, at his expense, as approved by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

Public utility installations or structures owned or controlled by the Owner or other governmental body, which are required by this contract to be removed, relocated, replaced or rebuilt by the Contractor not identified in any separate bid item shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made.

Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it

will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the mutually agreeable terms arrived at by the parties in writing.

The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the "Sunshine State One-Call of Florida, Inc. Call Center ("Call Sunshine") and per all requirements provided for in the Florida Underground Facilities Damage Prevention and Safety Act (Florida Statutes, Title XXXIII, Chapter 556).

The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

1.02 INSPECTION AND TESTING

A. General

Inspection and testing of materials will be performed by the Owner unless otherwise specified.

B. Costs

All inspection and testing of materials furnished under this Contract will be performed by the Owner or duly authorized inspection engineers or inspections bureaus without cost to the Contractor, unless otherwise expressly specified.

C. Final Inspection

During such final inspections, the work shall be clean and free from water. In no case will the final pay application be prepared until the Contractor has complied with all requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the requirements of the Contract Document.

1.03 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, and the removal, relocation and reconstruction of such items shall be included and no separate payments will be made therefore.

Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

Prior to the beginning of any excavations, the Contractor shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs shall be adequately protected by the Contractor with boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
3. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. If so ordered, the Owner will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for by separate written agreement.

C. Lawn Areas

Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod if necessary to restore to prior condition.

D. Restoration of Fences

Any fence, or part thereof, that is damaged or removed during the course of the Contract Work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the Contract Work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included as part of the overhead cost of the Contract Work, and no additional payment will be made therefore.

1.04 PROTECTION OF WORK AND PUBLIC

A. Noise

The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all engines or

other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

B. Access to Public Services

Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.

C. Dust prevention

The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.05 CLEANING

A. During Construction

During construction of the Contract Work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

B. Final Cleaning

At the conclusion of the Contract Work, all equipment, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.06 MISCELLANEOUS

A. Protection Against Siltation and Bank Erosion

1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer which results from his construction operations.

END OF SECTION

SUMMARY OF WORK

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

- A. The work included in this contract consists of lake bank stabilization utilizing the methods described in the bid form. The work shall also include all incidentals necessary for the completion of work including but not limited to backfilling lake banks, clearing vegetation, and sodding.
- B. The Contractor shall perform the Contract Work complete, in place and ready for continuous service and shall include any repairs, replacements, and/or restoration required as a result of damages caused prior to acceptance by the Owner.
- D. The Contractor shall furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper completion of the Contract Work, whether specifically indicated or not.

1.02 CONTRACTS

Construct all the Work under a single contract.

1.03 WORK SEQUENCE

- A. All work done under this Contract shall be done with a minimum of inconvenience to the users of the system or facility. The Contractor shall coordinate his work with private property owners such that existing utility services are maintained to all users to the maximum extent possible.
- B. The Contractor shall, if necessary and feasible, construct the work in stages to accommodate the Owner's use of the premises during the construction period; coordinate the construction schedule and operations with the owner.
- C. The Contractor shall, where feasible, construct the Contract Work in stages to provide for public convenience and not close off public use of any facility until completion of construction to provide alternative usage.

1.04 CONSTRUCTION AREAS

- A. The Contractor shall: Limit his use of the construction areas for work and for storage, to allow for:
 - 1. Work by other Contractors.
 - 2. Owner's Use.
 - 3. Public Use.
- B. Coordinate use of work site under direction of Engineer or owner.
- C. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
- D. Move any stored products under the Contractor's control, which interfere with operations of the Owner or separate contractor.

- E. Obtain and pay for the use of additional storage of work areas needed for Contractor operations.

1.05 OWNER OCCUPANCY

- A. It is assumed that portions of the Contract Work will be completed prior to completion of the entire Work. Upon completion of construction of each individual area, if the Owner, at its sole discretion whether or not reasonable, desires to accept the individual area, the Contractor will be issued a dated certificate of completion and acceptance for each individual area. The Owner has the option of not accepting the entire work as a whole until it is completed, tested and approved by the Engineer and Owner in their sole and absolute discretion whether or not reasonable.

1.06 PARTIAL OWNER OCCUPANCY

The Contractor shall schedule his operations for completion of portions of the Contract Work, as designated, for the owner prior to substantial completion of the entire work.

END OF SECTION

CONTROL OF WORK

1.01 WORK PROGRESS

The Contractor shall furnish personnel and equipment which will be efficient, appropriate and adequately sized to secure a satisfactory quality of work and a rate of progress which will insure the completion of the Contract Work within the time stipulated in the Contract. If at any time such personnel appears to the Engineer to be inefficient, inappropriate, or insufficient for securing the quality of work required for producing the rate of progress aforesaid, he may order the Contractor to increase the efficiency, change the character, or increase the personnel and equipment and the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

The Contractor shall not enter or occupy private land outside of easements, except by permission of the affected property owner.

1.03 WORK LOCATIONS

Contract Work shall be located substantially as indicated by the owner, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 DISTRIBUTION SYSTEMS AND SERVICES

- A. The Contractor shall avoid interruptions to water, telephone, cable TV, sewer, gas, or other related utility services. He shall notify the Engineer and the appropriate agency well in advance of any requirement for dewatering, isolating, or relocating a section of a utility, so that necessary arrangements may be made.
- B. If it appears that utility service will be interrupted for an extended period, the Engineer may order the Contractor to provide temporary service lines at the Contractor's expense. Inconvenience of the users shall be kept to the minimum, consistent with existing conditions. The safety and integrity of the systems are of prime importance in scheduling work.

1.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to building utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables and other similar facilities. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by the Contractor at his expense.
- B. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained and all costs or charges resulting from damage thereto shall be paid by the Contractor.

- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the Contract Work and all costs in connection therewith shall be included in the unit prices established in the Bid.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the Owner is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work. If relocation of a privately owned utility is required, the Owner will notify the utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the Owner and utility and shall have no claim for delay due to such relocation. As previously referenced, the Contractor shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating near their utilities.

1.06 TEST PITS

Test pits for the purpose of locating underground pipeline or structures in advance of the Contract Work shall be excavated and backfilled by the Contractor immediately after the utility location and the surface shall be restored in a manner equal or better than the original condition. No separate payment will be made.

1.07 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Contract Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal or better to that existing before the damage was done, or he shall make good the damage in another manner acceptable to the Engineer.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original or better condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this Contract Work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner unless otherwise shown on the drawings. Fences and other features removed by the Contractor shall be replaced in the location indicated by the Engineer as soon as conditions permit. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and sodded to equal or exceed original conditions.
- D. Trees close to the Contract Work which are not to be removed, shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are liable to damage because of his operations, but in no case shall any tree be cut or removed without prior notification to the Engineer. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials.
- E. The protection, removal and replacement of existing physical features as necessary shall be a part of the Contract Work and all costs in connection therewith shall be included in

the unit and/or lump sum prices established under the items in the bid submittal.

1.08 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of pedestrian or vehicular traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the Engineer.
- B. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he shall repair the surface, provide temporary roadways, erect wheel guards or fences, or take other safety measures which are satisfactory to the Engineer and Owner.
- C. Any changes to the traffic pattern require a Traffic Control Plan to be submitted to the Owner and Engineer for their review.

1.09 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the Contractor may purchase water for all construction purposes.
- B. The Contractor shall be responsible for paying for all water tap fees incurred for the purpose of obtaining a potable water service or temporary use meter.

1.10 MAINTENANCE OF FLOW

The Contractor shall at his own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the Contract Work and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the Engineer and Owner in advance of the interruption of any flow.

1.11 CLEANUP

During the course of the Contract Work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. He shall dispose of all residue resulting from the construction work and at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.

END OF SECTION

MEASUREMENT AND PAYMENT

1.01 SCOPE

- A. The scope of this section is to further define the items included in each Bid Item in the Bid Form. Payment will be made based on the specified items included in the description in this section for each bid item.
- B. All contract prices included in the Bid Form section will be full compensation for all shop drawings, working drawings, labor, materials, tools, equipment and incidentals necessary to complete the Contract Work. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this Contract.

1.02 WORK OUTSIDE AUTHORIZED LIMITS

No payment will be made for work constructed outside the authorized limits of work without prior written approval.

1.03 MEASUREMENT STANDARDS

Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.04 AREA MEASUREMENTS

In the measurement of items to be paid for on the basis of area of finished Contract Work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.05 LUMP SUM ITEMS

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum items. Lump sum contracts shall be complete, tested and fully operable prior to request for final payment. Contractor may be required to provide a break-down of the lump sum totals.

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

1. Shop Drawings, Working Drawings.
2. Clearing, grubbing and grading except as hereinafter specified.
3. Trench excavation, including necessary pavement removal and rock removal, except as otherwise specified.
4. Dewatering and disposal of surplus water.
5. Structural fill, backfill, and grading.
6. Replacement of unpaved roadways, and shrubbery plots.
7. Foundation and borrow materials, except as hereinafter specified.
8. Testing and placing system in operation.
9. Any material and equipment required to be installed and utilized for the tests.

10. Pipe, structures, pavement replacement, asphalt and shell driveways and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
11. Maintaining the existing quality of service during construction.
12. Maintaining or detouring of traffic.
13. Appurtenant work as required for a complete and operable system.
14. Seeding and hydromulching.

END OF SECTION

CHANGE ORDER PROCEDURES

1.01 DEFINITION

- A. Change Order: Major change in contract scope, price or time (as defined by the owner's Engineer in his sole and absolute discretion) that must be approved and executed by the CDD Board before it becomes effective.
- B. Administrative Change Adjustment: Minor change order under 10% of project cost does not have to be CDD Board approved and to be approved by the owner's Engineer.
- C. Field Directive Change: Change to contract quantity that does not require a change of scope, price or time extension and does not require approval of owner or his representative(s).

1.02 REQUIREMENTS INCLUDED

- A. The Contractor shall promptly implement change order procedures:
 - 1. Provide full written data required to evaluate changes.
 - 2. Maintain detailed records of work done on a time-and-material/force account basis.
 - 3. Provide full documentation to Engineer on request.
- B. The Contractor shall designate a member of the Contractor's organization who:
 - 1. Is authorized to accept any changes to the Contract Work.
 - 2. Is responsible for informing others in the Contractor's employ of the authorized changes into the Contract Work.

1.03 PRELIMINARY PROCEDURES

- A. Owner may initiate changes by submitting a Request to Contractor. Request will include:
 - 1. Detailed description of the change, products, costs and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time extension for making the change.
 - 4. A specified period of time during which the requested price will be considered valid.
 - 5. Such request is for information only and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to the Owner, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.
 - 3. Statement of the effect on the Contract Sum and the contract time.
 - 4. Statement of the effect on the work of separate contractors.
 - 5. Documentation supporting any change in Contract Sum or contract time, as appropriate.

1.04 FIELD DIRECTIVE CHANGE

- A. In lieu of a Change Order, the Owner may issue a Field Directive change for the Contractor to proceed with additional work within the original intent of the Contract Work.
- B. Field Directive change will describe changes in the work, with attachments of backup information to define details of the change.
- C. Contractor must sign and date the Field Directive change to indicate agreement with the terms therein.

1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal and for each unit price which has not previously been established, with sufficient substantiating data to allow the Engineer/Owner to evaluate the quotation.
- B. On request, provide additional data to support time and cost computations:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in contract time.
- C. Support each claim for additional costs and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal.
 - 1. Name of the Owner's authorized agent who ordered the work and date of the order.
 - 2. Date and time work was performed and by whom.
 - 3. Time record, summary of hours work and hourly rates paid.
 - 4. Receipts and invoices for:
 - a. Equipment used, listing dates and time of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.

1.06 PREPARATION OF CHANGE ORDERS

- A. Engineer will prepare each Change Order.
- B. Change Order will describe changes in the Contract Work, both additions and deletions, with attachments as necessary to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the contract time.

1.07 LUMP SUM/FIXED PRICE CHANGE ORDER

- A. Owner/Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the Owner, or both.
- B. Once the form has been completed, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. The Owner will distribute executed copies after approval by the CDD Board.

1.08 UNIT PRICE CHANGE ORDER

- A. Contents of Change Orders will be based on, either:
 - 1. Owner's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as approved by the Owner.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between Owner and Contractor.

1.09 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/CONSTRUCTION CHANGE AUTHORIZATION

- A. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.
- B. Engineer will determine the allowable cost of such work in his reasonable discretion.
- C. Engineer will sign and date the Change Order to establish the change in Contract Sum and in contract time.
- D. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.10 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise bonds to comport with new contract sum.
- B. Periodically revise the construction schedule to reflect each change in contract time. Revise sub schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in any submittals.

END OF SECTION

CONSTRUCTION SCHEDULE & PROJECT RESTRAINTS

1.01 GENERAL

- A. Construction under this contract must be coordinated with the Owner and accomplished in a logical order to maintain utilization and flow through existing facilities and public properties and rights-of-way and to allow construction to be completed within the time allowed and in the manner set forth in the Contract.

1.02 CONSTRUCTION SCHEDULING GENERAL PROVISIONS

- A. No work shall be done between 7:00 p.m. and 7:00 a.m. nor on weekends or legal holidays without written permission of the Owner. However, emergency work may be done without prior permission.
- B. The Contractor shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the Contractor shall have direct project control and complete authority to act on behalf of the Contractor in fulfilling the commitments of the Contractor's schedule.

END OF SECTION

TEMPORARY AND PERMANENT UTILITIES

1.01 REQUIREMENTS INCLUDED

The Contractor shall be responsible for furnishing all requisite temporary utilities, i.e., power, water, sanitation, etc. The Contractor shall obtain and pay for all permits required as well as pay for all temporary usages. The Contractor shall remove all temporary facilities upon completion of work.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code.
- B. Comply with Federal, State and Local codes and regulations and with utility company requirements.
- C. Comply with County Health Department regulations.

2.01 MATERIALS, GENERAL

Materials for temporary utilities may be "used". Materials for electrical utilities shall be adequate in capacity for the required usage, shall not create unsafe conditions and shall not violate requirements of applicable codes and standards.

2.02 TEMPORARY ELECTRICITY AND LIGHTING

Arrange with the applicable utility company for temporary power supply. Provide service required for temporary power and lighting and pay all costs for permits, service and for power used.

2.03 TEMPORARY WATER

- A. The Contractor shall arrange with Manatee County Utilities Customer Service office to provide water for construction purposes, i.e., meter, pay all costs for installation, maintenance and removal, and service charges for water used.
- B. The Contractor shall protect piping and fitting against freezing.

2.04 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide sanitary facilities in compliance with all laws and regulations.
- B. The Contractor shall service, clean and maintain facilities and enclosures.

3.01 GENERAL

- A. The Contractor shall maintain and operate systems to assure continuous service.
- B. The Contractor shall modify and extend systems as work progress requires.

3.02 REMOVAL

- A. The Contractor shall completely remove temporary materials and equipment when their use is no longer required.
- B. The Contractor shall clean and repair damage caused by temporary installations or use of temporary facilities.

END OF SECTION

MISCELLANEOUS WORK AND CLEANUP

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes items and operations which are not specified in detail as separate items, but may be sufficiently described as to the kind and extent of work involved. The Contractor shall furnish all labor, materials, equipment and incidentals necessary to complete all work under this Section.
- B. The work of this Section may include, but is not limited to the following:
 - 1. Restoration of roads, sidewalks, driveways, curbing and gutters, fences, guardrails, lawns, shrubbery and any other existing items damaged or destroyed.
 - 2. Crossing utilities.
 - 3. Relocation of existing water, reclaim water, or sewer lines less than four inches diameter, water and sanitary sewer services, low pressure gas lines, telephone lines, electric lines, cable TV lines as shown on the Contract Drawings.
 - 4. Restoring easements (servitudes) and rights-of-way.
 - 5. Clean up.
 - 6. Incidental work (project photographs, testing, shop drawings, traffic control, record drawings, etc.).
 - 7. Excavation and Embankment - As defined in the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (1991 Edition or latest revision).
 - 8. Stormwater and erosion control devices.

1.02 SUBMITTAL OF LUMP SUM BREAKDOWN

Contractor shall submit to the Owner/Engineer, a breakdown of the lump sum bid for Miscellaneous Work and Cleanup Item in the Proposal within 10 days after date of Notice to Proceed.

1.03 WORK SPECIFIED UNDER OTHER SECTIONS

All work shall be completed in a workmanlike manner by competent workmen in full compliance with all applicable sections of the Contract Documents.

PART 2 PRODUCTS

2.01 MATERIALS

Materials required for this Section shall equal or exceed materials that are to be restored. The Contractor may remove and replace or reuse existing materials with the exception of paving.

PART 3 EXECUTION

3.01 RESTORING OF SIDEWALKS, ROADS, CURBING, FENCES AND GUARDRAILS

- A. The Contractor shall protect existing sidewalks & curbing. If necessary, sidewalks &

curbing shall be removed from joint to joint and replaced after backfilling. Curbing damaged during construction because of the Contractor's negligence or convenience, shall be replaced with sidewalks & curbing of equal quality and dimension at no cost to the Owner.

- B. At the locations necessary for the Contractor to remove, store and replace existing fences and guardrails during construction, the sections removed shall be only at the direction of the Engineer. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced at no cost to the Owner with fencing equal to or better than that damaged and the work shall be satisfactory to the Engineer.
- C. Guardrails in the vicinity of the work shall be protected from damage by the Contractor. Damaged guardrails shall be replaced in a condition equal to those existing
- D. Road crossings shall be restored in accordance with the Contract Documents and current FDOT Standards. Compensation for road restoration shall be included under the Road Restoration Bid Item if specified or under Miscellaneous Cleanup if it is not specified.

3.02 CROSSING UTILITIES

This item shall include any extra work required in crossing culverts, water courses, drains, water mains and other utilities, including all sheeting and bracing, extra excavation and backfill, or any other work required or implied for the proposed crossing, whether or not shown on the Drawings.

3.03 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES AND CABLE TV LINES

The Contractor shall notify the proper utility involved when relocation of these utility lines is required. The Contractor shall coordinate all relocation work by the utility so that construction shall not be hindered.

3.04 RESTORING THE EASEMENTS AND RIGHTS-OF-WAY

The Contractor shall be responsible for all damage to private property due to his operations. He shall protect from injury all walls, fences, cultivated shrubbery, pavement, underground facilities, including water, sewer and reclaimed water lines and services, or other utilities which may be encountered along the easement. If removal and replacement is required, it shall be done in a workmanlike manner, at his expense, so that the replacement are equivalent to that which existed prior to construction.

3.05 STORMWATER AND EROSION CONTROL DEVICES

The Contractor shall be responsible for, provide, and install all stormwater and erosion control devices necessary to insure satisfactory compliance with the Florida Department of Environmental Protection Stormwater, Erosion, and Sedimentation Control Inspector's Manual.

END OF SECTION

Tab 10



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

November 12, 2025

Waterlefe Community Development District
Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

The Objective and Scope of the Audit of the Financial Statements

You have requested that Berger, Toombs, Elam, Gaines & Frank CPAs PL ("we") audit Waterlefe Community Development District's, (the "District"), governmental activities and each major fund as of and for the year ending September 30, 2025, which collectively comprise the District's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter for the year ending September 30, 2025, and thereafter if mutually agreed upon by Waterlefe Community Development district and Berger, Toombs, Elam, Gaines & Frank.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and *Government Auditing Standards* issued by the Comptroller General of the United States ("GAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and GAS. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and GAS, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion;

Fort Pierce / Stuart



Waterlefe Community Development District
November 12, 2025
Page 2

2. Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit;
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation; and
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and GAS. Because the determination of waste or abuse is subjective, GAS does not require auditors to perform specific procedures to detect waste or abuse in financial statement audits.

We will also communicate to the Board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") and GAS.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;



Waterlefe Community Development District
November 12, 2025
Page 3

2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the required supplementary information ("RSI") which accounting principles generally accepted in the United States of America ("U.S. GAAP") require to be presented to supplement the basic financial statements.

The Board is responsible for informing us of its views about the risks of fraud, waste or abuse within the District, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the District.

Our audit will be conducted on the basis that management acknowledges and understands that it has responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. To evaluate subsequent events through the date the financial statements are issued. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation of fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For report distribution; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Information relevant to the preparation and fair presentation of the financial statements, when needed, to allow for the completion of the audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and



Waterlefe Community Development District
November 12, 2025
Page 4

- d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgement, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

In addition to our report on the District's financial statements, we will also issue the following reports:

1. Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with GAS;
2. Auditor General Management Letter, if applicable; and
3. Report on Compliance with Section 218.415, Florida Statutes, if applicable.



Waterlefe Community Development District
November 12, 2025
Page 5

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with a designated individual, serving on behalf of management. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform the following non-audit services:

1. Assistance in drafting the District's financial statements in accordance with accounting principles generally accepted in the United States of America, based on information provided by the District. While we will assist in drafting the financial statements, management retains responsibility for the financial statements, including their fair presentation, the selection and application of accounting principles, the accuracy and completeness of the underlying financial information, and for reviewing, approving, and accepting the financial statements prior to their issuance. Management is also responsible for establishing and maintaining effective internal controls relevant to the financial reporting process.

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the District, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The District has agreed to designate an individual, serving on behalf of management, who possesses suitable skill, knowledge, and experience, and who understands the non-audit services to be performed and described above sufficiently to oversee them. Accordingly, the management of the District agrees to the following:

1. The District will designate a qualified individual, serving in a management capacity, who possesses suitable skill, knowledge, and experience to oversee the services;
2. The designated individual will assume all management responsibilities for the subject matter and scope of the non-audit service described above;



Waterlefe Community Development District
November 12, 2025
Page 6

3. The District will evaluate the adequacy and results of the services performed; and
4. The District accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the District's management or those charged with governance of the objectives of the non-audit services, the services to be performed, the District's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit services. We believe this Engagement Letter documents that understanding.

Other Relevant Information

In accordance with GAS, a copy of our most recent peer review report has been provided to you, for your information.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Billings are due upon submission. Our fee for the services described in this letter for the year ending September 30, 2025 will not exceed \$20,000 unless the scope of the engagement is changed, the assistance which the District has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding. Our fee and the timely completion of our work are based on anticipated cooperation from District personnel, timely responses to our inquiries, timely completion and delivery of client assistance requests, timely communication of all significant accounting and financial reporting matters, and the assumption that no unexpected circumstances will be encountered during the engagement. All other provisions of this letter will survive any fee adjustment.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of Berger, Toombs, Elam, Gaines, & Frank. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of Berger, Toombs, Elam, Gaines, & Frank's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Berger, Toombs, Elam, Gaines, & Frank for the District under this Engagement Letter, or any documents belonging to the District or furnished to Berger, Toombs, Elam, Gaines, & Frank by the District.



Waterlefe Community Development District
November 12, 2025
Page 7

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable Berger, Toombs, Elam, Gaines, & Frank policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access and Release Letter substantially in Berger, Toombs, Elam, Gaines, & Frank's form. Berger, Toombs, Elam, Gaines, & Frank reserves the right to decline a successor auditor's request to review our Audit Documentation.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

Indemnification, Limitation of Liability, and Claim Resolution

Because we will rely on the District and its management and Board of Supervisors to discharge the foregoing responsibilities, the District agrees to indemnify, holds harmless and releases Berger, Toombs, Elam, Gaines & Frank, its partners, directors, and employees from all third-party claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

The District and Berger, Toombs, Elam, Gaines & Frank agree that no claim arising out of, from, or relating to the services rendered pursuant to this engagement letter shall be filed more than two years after the date of the audit report issued by Berger, Toombs, Elam, Gaines & Frank or the date of this engagement letter if no report has been issued. To the fullest extent permitted by Florida law, our firm shall not be liable for any loss of profits, business interruption, or other consequential, incidental, or punitive damages. In all circumstances, the total liability for any claim arising from this engagement will not exceed the total amount of the fees paid by the District to Berger, Toombs, Elam, Gaines & Frank under this engagement letter. Notwithstanding the foregoing, nothing in this limitation of liability provision shall, or shall be interpreted or construed to, relieve the District of its payment obligations to Berger, Toombs, Elam, Gaines & Frank under this Engagement Letter.

Confidentiality

Berger, Toombs, Elam, Gaines & Frank is committed to the safe and confidential treatment of the District's proprietary information. Berger, Toombs, Elam, Gaines & Frank is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide Berger, Toombs, Elam, Gaines & Frank with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.



Waterlefe Community Development District
November 12, 2025
Page 8

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, upon request, we will provide you with a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be destroyed in accordance with our record retention policies.

Termination

Either party hereto may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to the other party. In the event the District terminates this engagement, the District will pay us for all services rendered, expenses incurred, and noncancelable commitments made by us on the District's behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or in the case of Berger, Toombs, Elam, Gaines, & Frank, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List, or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

Neither Berger, Toombs, Elam, Gaines & Frank nor the District shall be responsible for any delay or failure in its performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics, or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At the District's option, the District may terminate this Engagement Letter where our services are delayed more than 120 days; however, the District is not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.



Waterlefe Community Development District
November 12, 2025
Page 9

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The District shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States. The District shall not knowingly cause Berger, Toombs, Elam, Gaines & Frank to violate any sanctions applicable to Berger, Toombs, Elam, Gaines & Frank. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury and the U.S. State Department.

Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the entire agreement between Berger, Toombs, Elam, Gaines & Frank and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter including any separate nondisclosure agreement executed between the parties.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.



Waterlefe Community Development District
November 12, 2025
Page 10

Electronic Signatures and Counterparts

This Engagement Letter may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. Each party agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid and have the same force and effect as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms contained herein. Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the terms of this Engagement Letter.

Sincerely,

BERGER, TOOMBS, ELAM, GAINES & FRANK
CERTIFIED PUBLIC ACCOUNTANTS PL

Maritza Stonebraker, CPA

Confirmed on behalf of the addressee:

Sign: _____

Title: _____

Date: _____

**ADDENDUM TO ENGAGEMENT LETTER
WATERLEFE COMMUNITY DEVELOPMENT DISTRICT
DATED NOVEMBER 12, 2025**


Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. 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 contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor 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.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**RIZZETTA & COMPANY
3434 COLWELL AVE, SUITE 200
TAMPA, FL 33614
PHONE: 813.933.5571**

Auditor: 

**District: Waterlefe Community
Development District**

Title: Director

By: _____

Title: _____

Date: November 12, 2025

Date: _____