



AGENDA

REGULAR MEETING



OCTOBER 10, 2019





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OCTOBER 11, 2019



WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT

October 2, 2019

Board of Supervisors
Wentworth Estates Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Wentworth Estates Community Development District will be held on **Friday, October 11, 2019** at **8:00 A.M.**, at the **TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida 34113**. The agenda is as follows:

1. Call to Order & Roll Call
2. Consideration of Minutes
 - I. July 11, 2019 – Regular Meeting
3. Consideration of Award of Bids:
 - I. Lake and Wetland Maintenance
 - II. Lake Bank Restoration of Consideration of Agreement with Calvin, Giordano and Associates, to provide asset management services for the District's maintenance program.
4. Consideration of Resolution 2020-1 designating dates, time and location for regular meeting of the Board of Supervisor's for Fiscal Year, 2020.
5. Staff Reports
 - I. Attorney
 - II. Engineer
 - III. Manager
 - a. Financial Statements August 31, 2019 (Unaudited)
6. Audience Comments and Supervisor's Requests.
6. Adjournment

The second order of business is consideration of the minutes of the July 11, 2019, regular meeting.

The third item is the consideration of Agreement with Calvin, Giordano and Associates, to provide asset management services for the District's maintenance program.

The forth item is consideration of Resolution 2020-1 setting the proposed meeting schedule for Fiscal Year 2020. As you may re-call, to the extent that the District has a regular meeting schedule the District is required to advertise this schedule (legal advertisement) on a periodic basis at the beginning of the Fiscal Year.

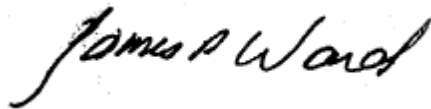
The proposed meeting schedule is the **second Thursday of the month at 8:00 A.M.**, and which have been held at the **TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida 34113.**

The Fiscal Year 2020 schedule is as follows

October 10, 2019	November 14, 2019
December 12, 2019	January 9, 2020
February 13, 2020	March 12, 2020
April 9, 2020	May 14, 2020
June 11, 2020	July 9, 2020
August 13, 2020	September 10, 2020

The remainder of the Agenda is standard in nature, and in the meantime, if you have any questions or comments, please do not hesitate to contact me directly at (954) 658-4900.

Yours sincerely,
Wentworth Estates
Community Development District



James P. Ward
District Manager

**MINUTES OF MEETING
WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of Wentworth Estates Community Development District was held on Thursday, July 11, 2019 at 8:30 a.m., at the TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida 34113.

Present and constituting a quorum:

Joe Newcomb	Chairman
James Oliver (phone)	Vice Chairman
Paul Zotter	Assistant Secretary
Robert Cody (phone)	Assistant Secretary
Andrew Gasworth	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Attorney
Curt Keyser	Calvin Giordano & Associates
Bruce Bernard	Calvin Giordano & Associates

Audience:

Arthur Greeter (ph)
Steve Barger (ph)
Martha Rice (ph)

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 8:30 a.m. and all Members of the Board were present at roll call.

SECOND ORDER OF BUSINESS

Consideration of Minutes

May 9, 2019 – Regular Meeting

Mr. Ward stated the second order of business was consideration of the May 9, 2019 Regular Meeting Minutes. He asked if there were any additions, corrections or deletions; hearing none, he called for a motion.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Andrew Gasworth, and with all in favor, the May 9, 2019 Regular Meeting Minutes were approved.

THIRD ORDER OF BUSINESS

Public Hearings

a. FISCAL YEAR 2020 BUDGET

Mr. Ward stated the General Operating Budget was exactly the same as last year from an administrative perspective. He reported during the past year the Community transitioned its home owner's association from Lennar to resident control. He noted the District had an agreement in place with the Master HOA for many years to maintain the assets owned by the District; cost of maintenance was paid through the HOA dues and fees. He explained during the transition process the HOA completed a full engineering report, as required, with respect to determining the status of all District assets. He noted during the engineering review it was discovered the assets owned by the District, primarily the water management system and lakes, were in poor condition. He stated the HOA contacted himself and the Board and requested the CDD take back responsibility of operation and maintenance of the water management system, as well as lake bank restoration and other restoration issues. He indicated the CDD agreed and included in the Budget was a program to restore the lake banks back to original condition. He noted there was substantial damage from Hurricane Irma and damage due to age which the CDD was working to repair. He explained these new responsibilities were the cause for the change in rates from \$176 dollars to \$536 dollars. He noted the CDD was better suited to handle these more difficult infrastructure restoration programs and maintenance programs on a regular basis. He reported the debt service budget had not changed.

i. Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Paul Zotter, and with all in favor, the Public Hearing was opened.

Mr. Ward indicated the Public Hearing was now open and noted he had not received any written or verbal communications with respect to consideration of the Budget. He asked if any present had any questions regarding the Fiscal Year 2020 Budget.

Mr. Arthur Greeter asked if this was a one time assessment. Mr. Ward responded in the negative; the assessment would be ongoing in perpetuity until 2027 at which point the assessment might go down \$200 dollars; however, this would depend upon the restoration program needs in 2027. He explained lake banks in the State of Florida required continual restoration, especially as the lake banks age. He stated the assessment amount might change minimally over the years, but he did not believe it would change significantly.

Ms. Martha Rice asked if lakes in the State of Florida were known to be problematic why this was not taken into consideration in the financial picture years ago in an effort to lessen the burden. Mr. Ward explained the CDD and the HOA recently became aware of the restoration need upon the transition from Lennar to resident control. He noted a significant portion of the damage was caused by Hurricane Irma; however, the lakes were getting older and as such were requiring maintenance. Ms. Rice asked about Lennar liability. Mr. Ward responded Lennar had no liability. He explained regardless last year Lennar was the homeowners; therefore, whether the funds came through the CDD or the HOA it would be paid by the same pool of residents.

Ms. _____ 9:45 asked what other items were covered by the increase. Mr. Ward explained the increase included the entirety of the storm water system, lake restoration, lake maintenance, aquatic spraying, and preserve area maintenance. Ms. _____ 10:25 asked if this included the repair of the berm in her back yard. Mr. Ward responded in the affirmative.

Mr. Steve Barger asked if this Budget included preserve maintenance or if additional funds would be required in the future for preserve maintenance. Mr. Ward responded there were 291 acres of preserve in the Community; currently the preserves were on a monitor only status until 2020, following which the Community and Board would decide what type of maintenance the preserves required. Mr. Barger asked if this meant the preserves would no longer be inspected after 2020. Mr. Ward responded in the affirmative; however, he suspected the Community would wish to continue with a maintenance program of some sort. Mr. Barger asked what preserve maintenance entailed. Mr. Bruce Bernard explained preserve maintenance was primarily an ongoing effort to keep exotic plants out of the preserve area.

Mr. Ward asked if there were any additional public comments; hearing none, he called for a motion to close the Public Hearing.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Paul Zotter, and with all in favor, the Public Hearing was closed.

ii. Board Comment

Mr. Ward asked if there were any Board comments or questions. There were none.

iii. Consideration of Resolution 2019-3 adopting the annual appropriation and Budget for Fiscal Year 2020.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Andrew Gasworth, and with all in favor, Resolution 2019-3 was adopted as above and the Chair was authorized to sign.

b. FISCAL YEAR 2020 IMPOSING SPECIAL ASSESSMENTS; ADOPTING AN ASSESSMENT ROLL, APPROVING THE GENERAL FUND SPECIAL ASSESSMENT METHODOLOGY.

Mr. Ward explained the second Public Hearing was an offshoot of the Budget which put the assessments in place necessary to carry out the Budget. He reported the assessment rate for the General Fund was \$536.87 dollars per unit per year.

I. Public Comment and Testimony

Mr. Ward called for a motion to open the Public Hearing.

On MOTION made by Mr. Paul Zotter, seconded by Mr. Joe Newcomb, and with all in favor, the Public Hearing was opened.

Mr. Ward indicated the Public Hearing was now open and noted he had not received any written or verbal communications with respect to the assessment rate. He asked if any present had any questions regarding the assessment rate.

Mr. Arthur Greeter asked if the new assessment rate was an increase of \$536 dollars (totaling \$712 dollars) or an increase to \$536 dollars. Mr. Ward responded this was an increase to \$536 dollars; the new rate was \$536.87 dollars per unit per year total. Mr. Greeter asked about the cap rate. Mr. Ward explained the cap rate (\$600.78 dollars) was the maximum the assessment could rise to annually without formal mail notice being sent to all residents. He stated mail notice to all residents was expensive at approximately \$3,000 dollars per notice; therefore, a cap rate was put into place in an effort to save \$3,000 dollars per year for the notice and to give the CDD leeway to change rates minimally as needed on an annual basis.

Mr. Bill _____ 17:02 asked how the assessment would be billed. Mr. Ward explained the assessment would be included on the annual tax bill. Mr. _____ asked if the assessment would be included in the HOA fees. Mr. Ward responded in the negative. He noted he was completely unfamiliar with HOA fees and any questions regarding HOA fees should be directed to the HOA.

Mr. Ward asked if there were any additional public comments; hearing none, he called for a motion to close the Public Hearing.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Andrew Gasworth, and with all in favor, the Public Hearing was closed.

II. Board Comment

Mr. Ward asked if there were any Board comments or questions. There were none.

III. Consideration of Resolution 2019-4 imposing special assessments, adopting an assessment roll and approving the general fund special assessment methodology

Mr. Ward explained Resolution 2019-4 set the assessment rate of \$536.37 per unit for Fiscal Year 2020 and authorized methodology. He noted the commercial unit paid at a rate of 19 times the assessment rate.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Paul Zotter, and with all in favor, Resolution 2019-4 was adopted as above and the Chair was authorized to sign.

IV. Consideration of Resolution 2019-5

Mr. Ward explained Resolution 2019-5 set the cap rate at \$600.74 dollars which allowed an increase up to this amount without having to send a mailed notice to residents regarding the change in assessment rate.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Andrew Gasworth, and with all in favor, Resolution 2019-5 was adopted as above and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS

Staff Reports

a) Attorney

No Report.

b) Engineer

District Engineer Curt Keyser reported he was assisting with organizing the new maintenance responsibilities. Mr. Bruce Bernard noted a survey crew would begin next week in Bella Firenze surveying elevations following which berm restoration could begin. He stated he believed with the 10 foot easement and the narrow mini-backhoe there would be no real difficulties with access for equipment. He noted once the restoration was complete the area would be resodded. He indicated he believed some areas would require re-grading.

c) Manager

Mr. Ward explained the CDD was a governmental agency, governed by five individuals elected to serve who lived within the Community. He stated he served as the District Manager/Chief Executive Officer and his responsibilities included day to day operations of the District. He stated there was a District Attorney, Greg Urbancic (present today by phone), who was responsible for all legal affairs associated with the District. He stated there was a District Engineer, Calvin Giordano and Associates, represented by Curt Keyser and Bruce Bernard (present today), whose responsibility was to assist the District in operations, maintenance and engineering work related to CDD provided services. He explained the Board hired the District Manager, District Attorney and District Engineer. He noted the CDD would hire contractors and subcontractors as necessary going forward to complete the necessary projects, who would report directly to the District Engineer.

A Board Member 22:50 asked if the ponds between the peninsula, the new development, the new builder and the golf course were owned by the CDD. Mr. Ward responded he was unsure; this was currently being investigated.

Mr. Ward explained the Budget went into effect October 1, 2019; the CDD did not receive incoming funds until December. He stated the HOA would continue to perform standard maintenance work until the end of October and the CDD would take over maintenance work in November. He stated anything restorative in nature (Bella Firenze berm restoration for example) would not begin until early November.

FIFTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Ward asked if there were any Supervisor's Requests or Audience Comments.

Mr. Steve Barger asked how the CDD Board was elected and who elected the Board. Mr. Ward responded the residents elected the CDD Board as residents of the community at general elections every four years. He stated the next election would be held in November 2020.

A Board Member 26:40 explained the CDD had a maintenance agreement with the HOA; the CDD was now taking responsibility for work the HOA would have been required to complete through the maintenance agreement. He noted the CDD, the HOA, the Golf Board, all were made up of residents and as such there was no "we" or "they." He stated if the CDD was not completing this necessary maintenance and restoration, then the HOA would be doing exactly the same.

Discussion ensued regarding who owned the lakes, the CDD having an easement over all lakes, the CDD now being responsible for maintenance of all lakes, homeowners paying into the District, golf courses legally not being subject to assessment, the lakes throughout the District being interconnected, and reasons the assessment cost was evenly distributed between all residents.

Ms. _____ 31:04 asked if the CDD would be managing road drainage and stormwater drainage. Mr. Ward responded in the affirmative; he noted there were some legal issues which needed to be sorted out, but the CDD was in the process of taking over road stormwater drainage maintenance. Discussion ensued regarding road flooding and regular maintenance of drainage pipes to prevent flooding.

Mr. _____ 32:12 asked if the CDD would arrange for his property (or all properties) to be inspected to determine if his trees might be likely to fall over during a hurricane. Mr. Ward responded the CDD could possibly look into this, but he was unsure. He asked Mr. _____ to contact him regarding this in the next few weeks. Discussion ensued regarding the possibility of such an inspection program, a possibility of a program such as this being developed if the residents wished to pay for it, and trees needing to be taken down occasionally due to risk of fall.

SIXTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 9:04 a.m.

**On MOTION made by Mr. Joe Newcomb, seconded by Mr. Paul Zotter,
and with all in favor, the meeting was adjourned.**

Wentworth Estates Community Development District

James P. Ward, Secretary

Joe Newcomb, Chairman

TREVISO BAY

Wentworth Estates Community Development District

LAKE AQUATIC & MITIGATION PRESERVE MAINTENANCE

BID SPECIFICATIONS

August 2019

Prepared By:

Calvin, Giordano and Associates, Inc.

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WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT

NOTICE TO BIDDERS

LAKE AQUATIC AND MITIGATION PRESERVE MAINTENANCE WITHIN CDD BOUNDARIES

NOTICE IS HEREBY GIVEN that District bids will be received by the WENTWORTH ESTASTES COMMUNITY DEVELOPMENT DISTRICT (the 'DISTRICT'), COLLIER COUNTY, FLORIDA, until 11:30 a.m., local time on Thursday, August 22, 2019, at the offices of the Calvin, Giordano & Associates Inc. at Brooks Executive Suites, 9990 Coconut Road , Suite 340, Estero, FL 34125.

The work for which proposals are to be submitted consists of providing labor, materials and equipment for the routine high quality lake aquatic and mitigation preserve maintenance required within the CDD maintained lakes and preserves, pursuant to the terms and conditions of the specifications and contract documents pertaining thereto which may be examined at the District Office. One copy of the documents, including blank bid forms to be executed and submitted with a proposal, may also be obtained at the office of the District Manager, JP Ward and Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334 or by phone at 954-658-4900.

An on-site pre-bid conference (mandatory) will be held on Thursday, August 7, 2019, beginning at 10:30 a.m. local time at the following location: **Treviso Bay pool clubhouse parking lot at 9050 Treviso Bay Blvd, Naples, FL 34113**. A discussion and tour of the lakes will be conducted at that time.

The Bidder shall submit a sealed and clearly marked envelope that includes the three (3) printed proposals along with an electronic version of the entire proposal in a pdf format to be marked as follows: "Wentworth Estates Community Development District – Lake Aquatic & Mitigation Preserve Maintenance Proposal".

Proposals shall be prepared, addressed, and submitted in compliance with detailed instructions as set forth in these bid specifications.

The District reserves the right to accept or reject any or all bids, to waive irregularities, technical errors, and formalities, and to award the contract as it deems will best serve the interest of the DISTRICT.

Wentworth Estates Community Development District
JAMES P. WARD, DISTRICT MANAGER

SECTION 1

INSTRUCTION TO BIDDERS

- 1.1 SEALED PROPOSALS** - Sealed proposals will be received at the time and place designated herein for furnishing all transportation, labor, materials, tools, supplies, plant, equipment and machinery necessary, and performing all operations required for the completion of the work herein specified and as shown.
- 1.2 DEFINITION OF TERMS** - Where the following terms or their pronoun occur herein, the intent and meaning shall be as follows:
- DISTRICT:** Wentworth Estates Community Development District
- Bidder:** Any Person, firm or corporation submitting a proposal for the work covered by these specifications or his duly authorized representative.
- Contractor:** The person, firm or corporation with whom the DISTRICT has executed a contract for the work herein specified.
- Manufacturer or Supplier:** Any person, firm or corporation other than the contractor, supplying labor, material or equipment for the work herein specified.
- 1.3 DELIVERY OF PROPOSALS-** The proposer shall submit a sealed and clearly marked envelope that includes the three (3) printed proposals, an electronic version in pdf format to be marked as follows: "Wentworth Estates Community Development District – Lake Aquatic & Mitigation Preserve Maintenance Proposals" to Calvin & Giordano offices listed in the notice to bidders section.
- 1.4 PROPOSAL FORMS** - The Bidder shall submit their proposal on the forms, or an exact copy of the forms furnished herein. The blank spaces shall be filled in completely and correctly for each item and for every item for which a bid is tendered. The Bidder shall state the price, typewritten or in ink, for which the Bidder proposes to do each item of work called for.
- 1.5 SIGNATURE ON PROPOSAL** - The Bidder shall sign its proposal correctly. If the proposal is made by an individual, its name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its president, secretary, and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the proposal as agent shall file with the proposal legal evidence of its authority to do so.
- 1.6 FAMILIARITY WITH LAWS** - The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect the work. The failure of the Bidder to familiarize itself with applicable laws will in no way relieve the Bidder from responsibility. By execution of the proposal, Bidder represents the Bidder has familiarized itself with all such laws, ordinances, rules and regulations.
- 1.7 EXAMINATION OF SPECIFICATIONS AND SITE OF WORK** - The Bidder is required, before submitting its proposal, to visit the site of the proposed work and familiarize itself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor

required. The Bidder is also required to examine carefully the specifications, form of agreement, and to inform itself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under this contract.

1.8 QUALIFICATION OF BIDDERS - It is required that all Bidders enclose with their sealed bids the following information:

- A. A detailed description of the firm including address, telephone number, number of employees, number of employees assigned to this project, I.D. numbers for IRS, Collier County Occupational License w/number and date of expiration, Restricted Pesticide License status, proof of suitable financial status, and current availability to handle projected workload.**
- B. Briefly describe the educational background and professional experience of the firm owners, supervisors or key employees assigned to this project.**
- C. List similar contracts for lake maintenance now held by your firm and other similar contracts, if any formerly held. List at least one person for each such contract who may be contacted by us who is knowledgeable about your work. List telephone numbers for these individuals.**
- D. The Contractor agrees only fully trained personnel will be assigned to this contract, except that trainees working under direct and continuous supervision will be acceptable for brief periods not in excess of one month or until certified as completed training.**
- E. The contract will be awarded only to responsible contractors qualified by experience to do the work specified herein. The Bidder shall submit, with its bid, satisfactory evidence of its experience in like work and that the Bidder is fully prepared with the necessary organization, capital, equipment, and machinery to complete the work to the satisfaction of the DISTRICT within the time stated in the proposal.**

1.9 DISQUALIFICATION OF BIDDER - More than one bid from an individual, firm, partnership, corporation or association under the same or different name will not be considered. Reasonable grounds for believing that the Bidder is financially interested in more than one proposal for the same work may cause the rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among Bidders and no participants in such collusion will be considered in future proposals for the same work. Proposals in which prices are obviously unbalanced in the sole and absolute discretion of the DISTRICT will be rejected.

1.10 Cone of Silence - The Cone of Silence shall be in effect for all vendors at the time the bid specifications are received from the DISTRICT until the Board deliberates on the making of an award, there is a prohibition on communications with the DISTRICT Manager and any DISTRICT Board Members. The cone of silence does not apply to oral communications at the pre-bid/proposal meeting, oral presentations before selection committees, contract negotiations, and public communications in writing. All communications prior to proposal will be through Mr. Bruce Bernard at bbernard@cgasolutions.com or by phone at 954-658-1000. Any questions shall be submitted by June 14, 2019 to the e-mail address above and an addendum will be issued, if warranted, to all Bidders.

1.11 RIGHT TO REJECT PROPOSALS- The DISTRICT reserves the right to reject any and all bids, with or without cause, and to waive technical errors and informalities. Bidders not receiving a contract award shall not be entitled to recover from the DISTRICT any costs of bid or proposal preparation or submittal. Rejections of bids shall be provided in

writing to all Bidders by facsimile, e-mail, United States Mail or by hand delivery.

- 1.12 AWARD OF CONTRACT -** The award of the contract portions thereof as set forth hereafter, if it is awarded, will be to the lowest responsive* and responsible** high quality Bidder whose qualifications indicate the award will be in the best interest of the DISTRICT and whose proposal shall comply with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidders, and the DISTRICT is satisfied that the Bidders are qualified to do the work and have the necessary organization, capital and equipment to carry out the provisions of the contract to the satisfaction of the DISTRICT within the time specified.
- 1.13 EXECUTION OF CONTRACT -** Immediately following the award of the contract to the Bidder by the DISTRICT, the DISTRICT Counsel will prepare a formal contract to be executed by the parties, which contract will be in substance the same as the form of contract which is attached to the various papers which were delivered by the DISTRICT or its representative to the Bidder in the first instance. The Bidder shall within five (5) days of the award of the contract deliver to the DISTRICT the fully executed contract, and all applicable certificates of insurance from a company licensed to do business in the State of Florida.
- 1.14 TERM AND AWARD -** the DISTRICT reserves the right to hold all bids for a period not to exceed ninety (90) days after the date of bid opening as stated in the Notice to Bidders. Term of contract will be for one year with automatic annual renewal per Article 5 within Lake Maintenance Agreement.
- 1.15 BID MODIFICATIONS -** No modifications shall be submitted by Bidder or accepted by the DISTRICT.
- 1.16 *Responsive Bidder:** Any person, firm or corporation submitting a bid for the work contemplated whose bid form is complete and regular, free from excisions or special conditions and has no alternative bids for any items unless requested in the specifications.
- 1.17 ** Responsible Bidder:** Any person, firm, or corporation submitting a bid for the work contemplated who maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established, and has adequate financial status to meet his obligations contingent to the work.
- 1.18 Public Records -** Contractor awarded this bid will be subject to Florida Statutes, Section 119.0701, enacted by the State of Florida, which relates to any public record requests involving this contract. If the contractor has questions regarding Chapter 119 of the Florida Statutes, to their duty to provide – the contractor public records relating to the contract, please contact the CDD Manager, Mr. Jim Ward, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334, or e-mail at JimWard@jpwardassoc.com

LAKE MAINTENANCE AGREEMENT

THIS LAKE AQUATIC & MITIGATION PRESERVE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2019, by and between **WENTWORTHE ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Collier County, Florida (the "District") and _____, a Florida _____ (the "Contractor").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, lands and other infrastructure within the Treviso Bay community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain certain lakes within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide lake maintenance services within the District; and

WHEREAS, the Contractor, through its proposal and has represented that it can provide such services as required by the District; and

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each party by this Agreement, receipt of which is hereby acknowledged by the parties hereto, it is mutually agreed by and between the parties hereto as follows:

1. **RECITALS.** That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES.**

A. The District desires that the Contractor provide professional lake, littoral shelf and lake bank maintenance services of the very highest quality. Following the execution of this Agreement by both parties, the Contractor shall provide the District with the specific services identified in this Agreement commencing as of _____, 2019 ("Commencement Date").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

C. The Contractor shall provide the specific professional services as shown in Paragraph 3 of this Agreement.

3. **SCOPE OF LAKE AQUATIC & MITIGATION PRESERVE MAINTENANCE SERVICES.** The monthly duties, obligations, and responsibilities of the Contractor are those described in

the Scope of Services attached hereto as Exhibit A attached hereto and made a part hereof (the Work) and those other obligations set forth herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Collier County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than four (4) time(s) per year, and at the request of the District, to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of lake related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor, at the Contractor's sole cost and expense, agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. A representative of Contractor shall attend regular meetings of the District's Board of Supervisors, if requested, and at such other special meetings of the District's Board of Supervisors. A monthly written report shall be prepared and submitted by Contractor to the District representative on an agreed upon form provided by the contractor.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Contract Work specified herein. It is the responsibility of the Contractor to make a

reasonable effort to notify the District of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following vandalism and/or other abuse of property.

5. COMPENSATION TERM.

A. The term of this Agreement shall be from the Commencement Date through _____ (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms and price hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows: Contractor shall be paid by the District in monthly installments of _____ Thousand _____ and No/100 Dollars (\$ _____ .00).

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, the following services shall be within the scope of Work and are included in the Contractor's compensation set forth above: (i) prompt cleanup of debris within and adjacent to the lake areas after a wind event or storm, including, without limitation, major thunderstorms, tornadoes, or hurricanes; and (ii) routine removal of debris along and within all lakes and littoral areas.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will be for the previous month and shall include such supporting information as the District may reasonably require the Contractor to provide.

6. WARRANTIES. The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. The Contractor may install, from time to time, various plantings by virtue of a contemporaneously executed agreement between Contractor and District ("Separate Installation Agreement"). The Contractor shall

replace, at Contractor's expense, all plant material including, but not limited to, littoral plants installed by Contractor pursuant to this Agreement or the Separate Installation Agreement (hereinafter "**Plant Material**") which, in the opinion of the District, fails to maintain a healthy, vigorous condition required by the terms and conditions of this Agreement and any specifications. By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY**. The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration (hereinafter "OSHA") and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE**.

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists' coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

9. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Treviso Bay for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

10. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

11. **LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. **DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against

any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. TERMINATION. The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. Owner may, in its sole and absolute discretion, whether or not reasonable, on thirty (30) days' written notice to Contractor, terminate this contract at its convenience, with or without cause, and without prejudice to any other remedy it may have. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. PERMITS AND LICENSES. All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. PUBLIC RECORDS. CONTRACTOR understands and agrees that all documents of any kind provided to the DISTRICT in connection with this Agreement may be public records, and, accordingly,

CONTRACTOR agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. CONTRACTOR acknowledges that the designated public records custodian for the DISTRICT is Sandra Demarco (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the CONTRACTOR shall 1) keep and maintain public records required by the DISTRICT to perform the Services; 2) upon request by the Public Records Custodian, provide the DISTRICT with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the CONTRACTOR does not transfer the records to the Public Records Custodian of the DISTRICT; and 4) upon completion of the Agreement, transfer to the DISTRICT, at no cost, all public records in CONTRACTOR’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the CONTRACTOR, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the DISTRICT in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of CONTRACTOR to comply with Section 119.0701, Florida Statutes may subject CONTRACTOR to penalties under Section 119.10, Florida Statutes. Further, in the event CONTRACTOR fails to comply with this Section or Section 119.0701, Florida Statutes, DISTRICT shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 Northeast 12th Terrace, Suite 1, Oakland Park, FL 33334.

20. SEVERABILITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. EXHIBITS. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

22. COMPLETE AGREEMENT. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

23. MODIFICATIONS. This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

24. WAIVER. No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

25. CONSTRUCTION OF THIS AGREEMENT.

A. TITLES. The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. ORDER OF PARAGRAPHS. This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. PRONOUNS. Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. FLORIDA LAWS. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. NEGOTIATION OF AGREEMENT. The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. INTERPRET TO BIND AND TO DO JUSTICE. This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

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

26. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either emailed, hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Wentworth Estates Community Development District
c/o JPWard & Associates, LLC
Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@jpwardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

Attn: _____

_____@_____

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of email, hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto, if applicable. Legal counsel may deliver any notice on behalf of the party such counsel represents.

27. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

28. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS. In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Lee County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank - Signatures Begin on Next Page)

IN WITNESS WHEREOF, the parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

**WENTWORTH ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

James P. Ward, Secretary

By: _____
CDD Chairman

Dated: _____

CONTRACTOR:

_____,
a Florida _____

By: _____

Name: _____

Title: _____

Dated: _____

LAKE AQUATIC AND MITIGATION

PRESERVE MAINTENANCE

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

Scope of Services

1. SCOPE OF WORK – The Contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, service, and all other necessary incidentals required to perform complete maintenance of water management area(s) as detailed below.

Each bidder shall submit one bid encompassing all proposal areas included in Exhibit B Bid schedule.

Exhibit C is a map showing lakes and mitigation preserve locations to be maintained within this contract.

2. DETAILED SPECIFICATIONS

General

Work under this section includes furnishing all labor, supplies, equipment and materials, and performing all operations connected with the completion of required water management areas maintenance and monitoring of lakes and mitigation preserve area(s) as depicted within Exhibit A, B and size and locations of which shall be independently verified by the Contractor. Various approved construction plans should be consulted for any variations from this list of requirements which may apply to individual wetland creation areas.

- The aquatic weed control program includes the mechanical removal or spraying of water management areas, as designated in Exhibit C accompanying this specification. These operations are for the removal of water hyacinths, cattails, broadleaf weeds and grasses torpedo grass, hydrilla and other noxious or invasive weeds, including bottom rooted aquatic weeds that are unsightly or may impede the flow of water in the lakes and flow ways.
- Algae is an ongoing problem and will be treated accordingly to DISTRICT satisfaction as well as the aquatics mentioned above.
- Aquatic weeds mentioned above shall occupy no more than 1% of any lake, wetland, prairie, and conservation area or flow way at any one time. Noxious plants are defined as any water borne plant that will, if not managed properly through chemical or mechanical means, overtake the desirable aquatic plants causing an unbalance of the waterway ecology system.
- All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of the year. During times of drought, when the water bodies recede, it will be required to keep these undesirable lake bank grasses and weeds eradicated from the exposed lake banks.

- Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated or removed immediately upon identification in the water body either on the surface or below it.
- The contractor is required to make, at minimum, weekly visits to the site to ensure the success of the Aquatic Weed Control Program. The Contractor shall make such additional site visits as required by the District to treat the District's Water Management System. Required additional visits shall be made within 24 hours of request from the District's Representative if required.
- Contractor will be pro-active in their weekly inspections to identify and report emergence of nuisance vegetation, submerged or native loss of wetland species over 10% from the previous inspections to the District Representative. Contractor will take note of water edge conditions, and document within their reports any erosion issues encountered detrimental to the littoral shelves or lake bank stabilization.
- Additionally, the operations within mitigation conservation areas shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downy Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Exotic Pest Plant Council's list of Category I or II invasive and exotic species as may be updated from time to time.
- The Contractor is required to thoroughly maintain the wetland, wetland prairies and conservation areas at a minimum of every six months and/or as may be required to ensure compliance with permit, permit monitoring reporting, and sound aesthetic management. Special care should be taken to ensure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks. The spraying of excessive spikerush in many lakes will be part of the routine maintenance to prevent the spreading within the waterbodies to maintain a width to a maximum of seven (7) feet.

2. POND BANK, PRAIRIES AND LITTORAL ZONE MAINTENANCE

The Contractor will remove weeds, exotics and other nuisance vegetation from littoral zones. Additionally, these same weeds will be removed below the water level around the perimeters of the lakes, flow ways, wetlands, and wetland prairies within Exhibit C. However, beneficial and "attractive" plant species should be allowed to develop in these shelves, pond banks, wetlands and wetland prairies. The Contractor will discuss with the District which species should be removed, and which should be retained.

3. FOUNTAIN MAINTENANCE

The Contractor will perform inspections, and cleaning maintenance in accordance with the terms and conditions of this Agreement.

- Semiannual (2) maintenance visits as required (approximately once every 180 days). Additional cleanings will be billed at Time and Materials. An inspection report will be generated and provided to the District Representative after each maintenance visit detailing the work performed on each fountain.
- Inspection and cleaning will be provided for all existing fountains. Contractor will respond within 48 hr. of notice from District Representative to any issue involving the fountains operation. Contractor will provide District Representative with cause of fountain failure and remedy for repair.
- Parts and special repairs are not included in this Agreement. All repairs are to be done on a proposal basis only. Parts may be billed separately. No more than a 10% markup, with cost to Contractor, will be accepted. All actions are subject to auditing review. Parts and repair costs may be invoiced separately.

Fountains Subdivision	Lake
Vercelli	1
Lipari	1

4. MISCELLANEOUS REQUIREMENTS

- The Contractor shall use only approved chemicals and methods. In the event a chemical or method is banned by a governing agency in the State of Florida, or the Federal Government during the term of the contract, the Contractor shall continue work using other approved chemicals or methods. A list of chemicals being applied will be submitted to the DISTRICT Representative
- All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the Contractor unless otherwise arranged.
- The area to be treated includes all water surfaces and shall extend from the water's edge to two feet vertically up the bank on each side where vegetation exists.

- The Contractor shall use due care to avoid damage to adjacent lawns and shrubbery. The rate of application of chemicals shall be limited to avoid fish killing, and unnecessary impact to non-weedy or desirable wetland vegetation.
- The Contractor will make sure that nuisance aquatic vegetation is removed from all equipment prior to entry into ponds to preclude introduction of the weeds into other ponds.
- Trash and other foreign debris will be removed from each lake and mitigation area on at least a bi-weekly basis.

5. REPORTS

The Contractor shall email to the DISTRICT Representative after each treatment a report indicating the water management areas treated, chemicals used, condition of weed growth, number of men on the job site, and a summary of all agency required activities within mitigation areas. Contractor will provide the DISTRICT Representative with a list of chemicals to be applied within the project prior to commencement.

6. PAYMENT

The Contractor will be paid per Section 5 of the Agreement for monthly work accomplished scheduled during the previous month's schedule. Payment will be a pro-ration of the annual price for maintenance work outlined in the Bid Proposal section of this contract.

7. SELECTION OF BID ITEMS

In the event the bid prices exceed the funds available, the DISTRICT reserves the right to delete certain items from the Exhibit B - Bid Schedule - before making the award of the contract. Additionally, certain facilities bid may not be ready for maintenance upon award of this bid, therefore those items shall be withheld from monthly billing until maintenance is required and authorized by the DISTRICT.

8. TOOLS, PLANTS, AND EQUIPMENT

If at any time before the commencement or during the progress of the work the equipment appears to the DISTRICT Representative to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the DISTRICT may order the Contractor to increase their efficiency to improve the character to augment their number or substitute new equipment as the case may be, and the Contractor shall conform to such order; the failure of the DISTRICT to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of work, and the rate of progress necessary to complete the work within the time required by the contract, and to the satisfaction of the DISTRICT.

9. INSPECTION

The work will be conducted under the direction of the DISTRICT Representative, and subject to inspection by his appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization by the DISTRICT Representative, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract. Contractor - Manager, not applicator, shall attend the Aquatic Management meetings quarterly at a time and date to be mutually determined. A ride through of the maintenance areas will be performed at that time to check progress and correct any possible problematic areas.

10. ACCEPTANCE OF FINISHED WORK

The DISTRICT Representative will make inspections of the work covered by this contract on a monthly basis for quality control.

11. CONTRACT DRAWINGS AND SPECIFICATIONS

One (1) set of the drawings and specifications will be furnished to the Contractor without charge. Additional sets will be furnished upon request at the cost of reproduction.

12. QUALIFICATIONS

The Contractor shall be insured, licensed, and certified by the State of Florida to apply aquatic and industrial herbicides. The Contractor assumes full responsibility for obtaining all permits required in the performance of this work. All Contractor employees applying chemicals on the project shall have in their possession, at all times, an appropriate and current chemical applicator's license.

13.

Contractor shall include a company equipment list, employees with current spray application licenses, and staffing capacity of aquatic and fountain vendor.

LAKE AQUATIC AND MITIGATION

PRESERVE MAINTENANCE

EXHIBIT B

BID SCHEDULE

Exhibit B

Bid Schedule

A. Lakes I.D. #	Yearly Bid Price	Lakes I.D. #	Yearly Bid Price	Lake I.D. #	Yearly Bid Price
1	\$ _____	13	\$ _____	25	\$ _____
2	\$ _____	14	\$ _____	26	\$ _____
3	\$ _____	15	\$ _____	27	\$ _____
4	\$ _____	16	\$ _____	28	\$ _____
5	\$ _____	17	\$ _____	29	\$ _____
6	\$ _____	18	\$ _____	30	\$ _____
7	\$ _____	19	\$ _____	31	\$ _____
8	\$ _____	20	\$ _____	32	\$ _____
9	\$ _____	21	\$ _____	33	\$ _____
10	\$ _____	22	\$ _____	34	\$ _____
11	\$ _____	23	\$ _____	35	\$ _____
12	\$ _____	24	\$ _____	36	\$ _____
				37	\$ _____
				38	\$ _____

Sub-total \$ _____

B. Yearly Mitigation Preserve Maintenance Sub-total \$ _____

C. Yearly Fountain Maintenance Sub-total \$ _____

Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation preserve areas, and fountains

TOTAL \$ _____

(Contractual bid price will be invoiced the 1st of each month for 1/12 of bid total for previous month)

Company Signature _____

Date _____

_____ (print)

LAKE AQUATIC AND MITIGATION
PRESERVE MAINTENANCE
EXHIBIT C
LAKES MAP



Legend

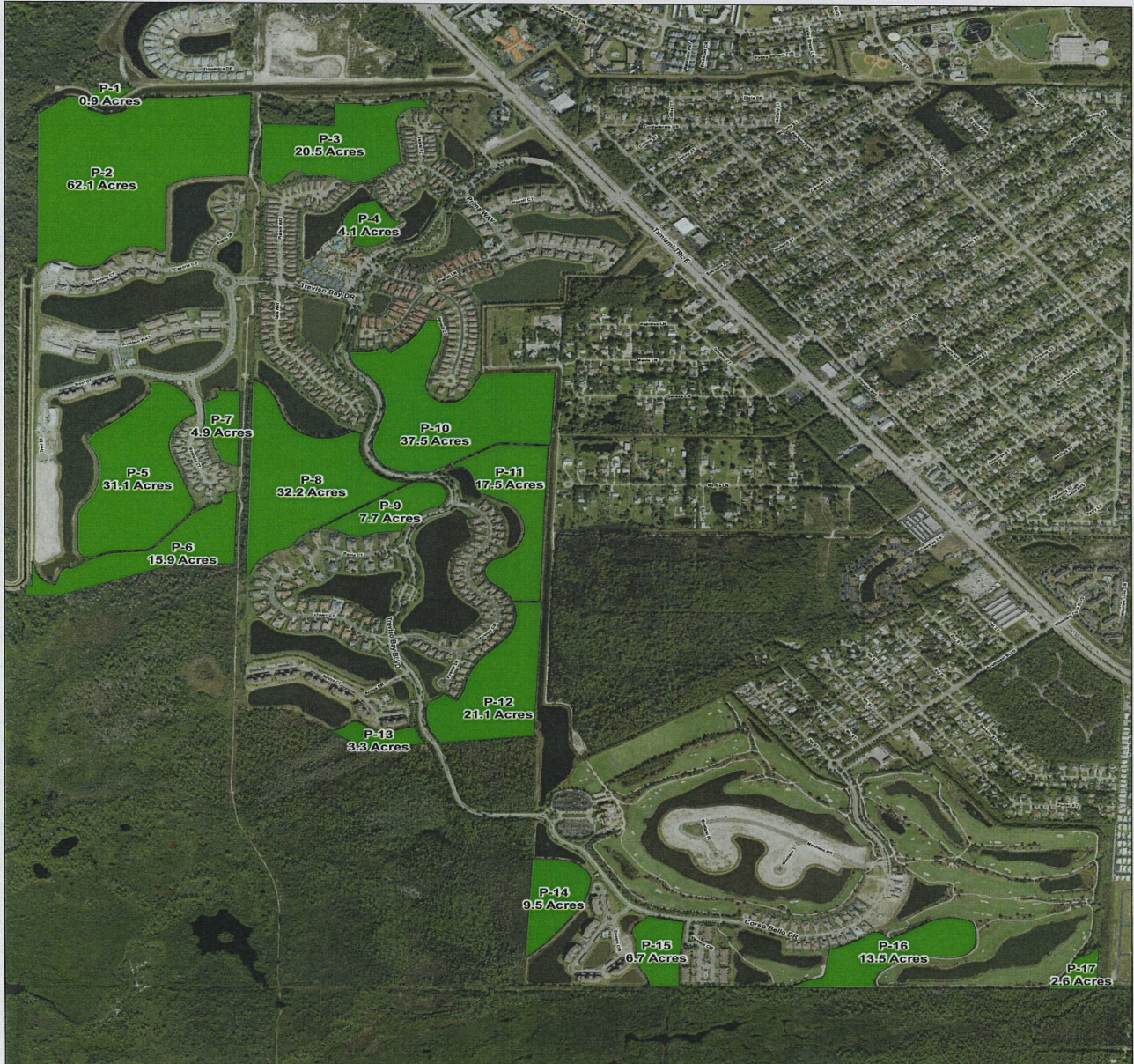
- Treviso Bay
- Wentworth Estates Lakes

Treviso Bay

Print Date: 7/12/2019

 Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONSSM

Wentworth Estates Community Preserves

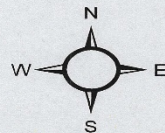


Legend



- Tracts**
- Preserves
 - Parcel Outlines

PRESERVE ID	TOTAL ACREAGE
P-1	0.9
P-2	62.1
P-3	20.5
P-4	4.1
P-5	31.1
P-6	15.9
P-7	4.9
P-8	32.2
P-9	7.7
P-10	37.5
P-11	17.5
P-12	21.1
P-13	3.3
P-14	9.5
P-15	6.7
P-16	13.5
P-17	2.6

Date: 7/3/2019



 Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONSSM

 Produced and maintained by the CGA
Geographic Information Systems Services 



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

August 28, 2019

Wentworth Estates CDD

Attn.: Board of Supervisors

2900 N.E. 12 Terrace, Suite 1

Oakland Park, FL 33334

RE: Aquatic and Preserve Maintenance, and Lake Bank Slope Restorations
Bid(s)

Subject: Bid(s) Review

District Staff (Wentworth Estates Community Development District / CDD) has reviewed and evaluated the formal bids received for the above referenced projects. The bid reviews were conducted to determine if the proposers met the minimum qualifications, completeness of bid submissions, and correctness of bid pricing for each of the two bids.

The contractor that was deemed to have submitted the lowest and responsive bid and quote for each individual project is as follows:

Aquatic & Preserve Maintenance

Crosscreek Environmental – Bid amount \$94,600.00

Lake Bank Slope Restoration

Landshore Enterprises, LLC – Bid Amount \$191,043.00

Wentworth Estate Aquatic and Preserve Maintenance

	Solitude Lake Management	Lake and Wetland Management	Crosscreek Enviromental
Bid Quote	\$129,168.00	\$213,400.00	\$94,600.00
Three copies of bid proposal	Yes	No	Yes
Entire proposal in PDF form	Yes	Yes	Yes
Signature on Proposal	Yes	Yes	Yes
Discription of Firm			
Address	Yes	Yes	Yes
Phone #	Yes	Yes	Yes
Number of employees assigned to project	Yes	No	Yes
Liability Insurance	Yes	Yes	Yes
I.D. Number for IRS	Yes	Yes	No
Availability to handle project workload	Yes	Yes	Yes
Background of supervisors or key employees	Yes	Yes	Yes
References on Similar Projects List 3			
1 Projects with contact person and phone numbers	Forest Glen Golf and Country Club Kathy Pope (239) 348-1332	Heritage Bay CDD -Justin Faircloth (239) 785-0675	Manatee County Parks and Recreation Bonnie Sietman (941) 749-3046
Length of Project	2 Years, ongoing	5 Years, ongoing	7 to 10 Years, ongoing
Work Satisfactory	Yes	Yes	Yes
Any outstanding issues with project	No	No	No
2 Projects with contact person and phone numbers	Belle Lago HOA -Patti Shaw (239) 481-6034	Heritage Palms Colonial Country Club Laguna Lakes Chris Pepin (239) 284-6662	Prestancia Golf and Country Club/ HOA Clove Burnett (941) 924-1946
Length of Project	3 Years, ongoing	5-7 Years, ongoing	3 Years, ongoing
Work Satisfactory	Yes	Yes	Yes
Any outstanding issues with project	No	No	No
3 Project with contact person and phone number	Crown Colony Community Association Summer G (239) 454-1101	Pelican Marsh / Tiburon John Vanover (239) 592-5181	Schappacher Engineering Rick Schappacher (941) 251-7613
Length of Project	2 Years, ongoing	10 Years, ongoing	Left message
Work Satisfactory	Yes	Yes	
Any outstanding issues with project	No	No	

Wentworth Estate Aquatic and Preserve Maintenance

	Solitude Lake Management	Lake and Wetland Management	Crosscreek Enviromental
Bid Quote	\$129,168.00	\$213,400.00	\$94,600.00
Three copies of bid proposal	Yes	No	Yes
Entire proposal in PDF form	Yes	Yes	Yes
Signature on Proposal	Yes	Yes	Yes
Discription of Firm			
Address	Yes	Yes	Yes
Phone #	Yes	Yes	Yes
Number of employees assigned to project	Yes	No	Yes
Liability Insurance	Yes	Yes	Yes
I.D. Number for IRS	Yes	Yes	No
Availability to handle project workload	Yes	Yes	Yes
Background of supervisors or key employees	Yes	Yes	Yes
References on Similar Projects List 3			
1 Projects with contact person and phone numbers	Forest Glen Golf and Country Club Kathy Pope (239) 348-1332	Heritage Bay CDD -Justin Faircloth (239) 785-0675	Manatee County Parks and Recreation Bonnie Sietman (941) 749-3046
Length of Project	2 Years, ongoing	5 Years, ongoing	7 to 10 Years, ongoing
Work Satisfactory	Yes	Yes	Yes
Any outstanding issues with project	No	No	No
2 Projects with contact person and phone numbers	Belle Lago HOA -Patti Shaw (239) 481-6034	Heritage Palms Colonial Country Club Laguna Lakes Chris Pepin (239) 284-6662	Prestancia Golf and Country Club/ HOA Clove Burnett (941) 924-1946
Length of Project	3 Years, ongoing	5-7 Years, ongoing	3 Years, ongoing
Work Satisfactory	Yes	Yes	Yes
Any outstanding issues with project	No	No	No
3 Project with contact person and phone number	Crown Colony Community Association Summer G (239) 454-1101	Pelican Marsh / Tiburon John Vanover (239) 592-5181	Schappacher Engineering Rick Schappacher (941) 251-7613
Length of Project	2 Years, ongoing	10 Years, ongoing	Left message
Work Satisfactory	Yes	Yes	
Any outstanding issues with project	No	No	



TREVISO BAY
Wentworth Estates Community Development District

Lake Aquatic,
Mitigation Preserve,
and Fountain Maintenance Proposal

Exhibit B-1

Bid Schedule

A. Lakes I.D. # Yearly Bid Price	Lakes I.D. # Yearly Bid Price	Lake I.D. # Yearly Bid Price
1 \$ <u> 1,067.00</u>	13 \$ <u> 1,534.00</u>	25 \$ <u> 1,790.00</u>
2 \$ <u> 1,487.00</u>	14 \$ <u> 1,530.00</u>	26 \$ <u> 1,203.00</u>
3 \$ <u> 903.00</u>	15 \$ <u> 4,742.00</u>	27 \$ <u> 2,180.00</u>
4 \$ <u> 1,328.00</u>	16 \$ <u> 1,378.00</u>	28 \$ <u> 1,860.00</u>
5 \$ <u> 1,978.00</u>	17 \$ <u> 1,970.00</u>	29 \$ <u> 467.00</u>
6 \$ <u> 2,056.00</u>	18 \$ <u> 868.00</u>	30 \$ <u> 638.00</u>
7 \$ <u> 1,623.00</u>	19 \$ <u> 895.00</u>	31 \$ <u> 619.00</u>
8 \$ <u> 600.00</u>	20 \$ <u> 3,087.00</u>	32 \$ <u> 2,484.00</u>
9 \$ <u> 1,947.00</u>	21 \$ <u> 1,927.00</u>	33 \$ <u> 3,247.00</u>
10 \$ <u> 2,316.00</u>	22 \$ <u> 3,060.00</u>	34 \$ <u> 1,170.00</u>
11 \$ <u> 775.00</u>	23 \$ <u> 1,028.00</u>	35 \$ <u> 818.00</u>
12 \$ <u> 3,115.00</u>	24 \$ <u> 1,257.00</u>	36 \$ <u> 1,768.00</u>
		37 \$ <u> 1,705.00</u>
		38 \$ <u> 580.00</u>
		Sub-total \$ <u> 63,000.00</u>

B. Yearly Mitigation Preserve Maintenance Sub-total \$ 150,000.00*

*Price is for short-term solution (1-year plan) to cut invasive vegetation growth in the preserve area back to under 5% coverage.

C. Yearly Fountain Maintenance Sub-total \$ 400.00

Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation preserve areas, and fountains

TOTAL \$ 213,400.00

(Contractual bid price will be invoiced the 1st of each month for 1/12 of bid total for previous month)

Company Signature 

Date 8/21/19

Philippe Tremblay (print)

Exhibit B-2

Bid Schedule

A. Lakes I.D. #	Yearly Bid Price	Lakes I.D. #	Yearly Bid Price	Lake I.D. #	Yearly Bid Price
1	\$ 1,067.00	13	\$ 1,534.00	25	\$ 1,790.00
2	\$ 1,487.00	14	\$ 1,530.00	26	\$ 1,203.00
3	\$ 903.00	15	\$ 4,742.00	27	\$ 2,180.00
4	\$ 1,328.00	16	\$ 1,378.00	28	\$ 1,860.00
5	\$ 1,978.00	17	\$ 1,970.00	29	\$ 467.00
6	\$ 2,056.00	18	\$ 868.00	30	\$ 638.00
7	\$ 1,623.00	19	\$ 895.00	31	\$ 619.00
8	\$ 600.00	20	\$ 3,087.00	32	\$ 2,484.00
9	\$ 1,947.00	21	\$ 1,927.00	33	\$ 3,247.00
10	\$ 2,316.00	22	\$ 3,060.00	34	\$ 1,170.00
11	\$ 775.00	23	\$ 1,028.00	35	\$ 818.00
12	\$ 3,115.00	24	\$ 1,257.00	36	\$ 1,768.00
				37	\$ 1,705.00
				38	\$ 580.00
				Sub-total	\$ 63,000.00

B. Yearly Mitigation Preserve Maintenance Sub-total \$ 55,000.00*

*Price is for long-term solution (3-4-year plan) to cut invasive vegetation growth in the preserve area back to under 5% coverage.

C. Yearly Fountain Maintenance Sub-total \$ 400.00

Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation preserve areas, and fountains

TOTAL \$ 118,400.00

(Contractual bid price will be invoiced the 1st of each month for 1/12 of bid total for previous month)

Company Signature 

Date 8/21/19

Philippe Tremblay (print)



Local Business Tax Receipt

Dear Business Owner:

Orlando Tampa

Your 2018-2019 Lee County Local Business Tax Receipt is attached below for account number **1501678**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lay D. Hart

Lee County Tax Collector

&

2018 - 2019 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1501678

Account Expires: September 30, 2019

Location:

13721 JETPORT COMMERCE PKWY STE 5
FT MYERS FL 33913

LAKE AND WETLAND MANAGEMENT ORLANDO TAMPA INC
FISCHER BRIAN S
5301 N FEDERAL HWY 204
BOCA RATON FL 33487

May engage in the business of:

AQUATIC OR HORTICULTURE SPRAYING

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 488299-124-1

08/06/2018 02:30 PM

\$50.00



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

LAKE & WETLAND MANAGEMENT-WEST COAST, INC.

Filing Information

Document Number	F13000004513
FEI/EIN Number	38-3916405
Date Filed	10/17/2013
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	01/10/2019
Event Effective Date	NONE

Principal Address

938 TROPIC BOULEVARD
DELRAY BEACH, FL 33483

Mailing Address

5301 N. FEDERAL HIGHWAY., SUITE 204
BOCA RATON, FL 33487

Changed: 10/13/2017

Registered Agent Name & Address

Brochu, Louise
5301 N Federal Highway, #204
Boca Raton, FL 33487

Name Changed: 04/15/2014

Address Changed: 03/26/2018

Officer/Director Detail

Name & Address

Title Director, President

TREMBLAY, PHILIPPE
938 TROPIC BOULEVARD
DELRAY BEACH, FL 33483

State of Florida

Department of State

I certify from the records of this office that LAKE & WETLAND MANAGEMENT-WEST COAST, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on October 17, 2013.

The document number of this corporation is F13000004513.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 26, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of April,
2019*



Rainald R. ...
Secretary of State

Tracking Number: 0245058156CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Lake and Wetland Management - West Coast, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5301 N. Federal Hwy., suite 204

6 City, state, and ZIP code
Boca Raton, FL 33487

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

3	8	-	3	9	1	6	4	0	5
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Deanna Bachara* Date ▶ *3/7/2019*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Coffinworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	CONTACT NAME: PHONE (A/C, No, Ext): (305) 822-7800	FAX (A/C, No): (305) 362-2443	
	E-MAIL ADDRESS:		
INSURED Lake & Wetland Management-Palm Beach, Inc. 1218 87th Place South Boynton Beach, FL 33472	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Homeland Ins Co of New York		
	INSURER B: Atlantic Specialty Insurance Co		27154
	INSURER C: Technology Insurance Company		42376
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		7930088320000	01/01/2019	01/01/2020	EACH OCCURRENCE 5 1,000,000	
						DAMAGE TO RENTED PREMISES (EA occurrence) 0 100,000	
	<input checked="" type="checkbox"/> Pollution/Profession GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC					MED EXP (Any one person) 5 10,000	
						PERSONAL & ADV INJURY 5 1,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7930088310000	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (EA accident) 5 1,000,000	
						BODILY INJURY (Per person) 5	
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE			7930088330000	01/01/2019	01/01/2020	BODILY INJURY (Per accident) 5
							PROPERTY DAMAGE (Per accident) 5
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		TWC3767162	01/01/2019	01/01/2020	EACH OCCURRENCE 5 3,000,000	
						AGGREGATE 5 3,000,000	
						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT 5 1,000,000	
						E.L. DISEASE - EA EMPLOYEE 5 1,000,000	
						E.L. DISEASE - POLICY LIMIT 5 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Florida Department of Agriculture and Consumer Services



CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C
1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

NICOLE "NIKKI" FRIED
COMMISSIONER

ISSUED TO:

LAKE AND WETLAND MANAGEMENT, INC
FISCHER, STUART
9218 87TH PL S
BOYNTON BEACH, FL 33472-4302

THIS CERTIFICATE EXPIRES: 02/15/2020

FEE PAID: \$200.00

REGISTRATION NO.: 48001800

DATE ISSUED: 01/25/2019

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD500**
Issue Date: December 20, 2018
Expiration Date: October 30, 2019

**POST CERTIFICATE
CONSPICUOUSLY**

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

**LAKE AND WETLAND MANAGEMENT, INC.
5301 N FEDERAL HWY STE 204
BOCA RATON, FL 33487-4915**

**ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE**

Florida Agricultural Dealer License Buyer Card

Issued to: STUART R FISCHER
Buyer for: LAKE AND WETLAND MANAGEMENT, INC.
License #: AD500
Effective Date: 12/20/2018
Bond Amount: 11000

916188

P.O. BOX 6150 • TALLAHASSEE, FLORIDA 32314-6150 • PHONE (850) 487-3122

AUDIT NO.

RESIDENT FRESHWATER FISH AND FROG DEALERS LICENSE
PURSUANT TO CHAPTER 379, F.S.

THIS LICENSE IS VALID FROM NOVEMBER 4, 2018 TO NOVEMBER 3, 2019

SIGNATURE OF LICENSEE
(NOT VALID UNTIL SIGNED)

LAKE AND WETLAND MANAGEMENT, INC.
9218 87TH. PLACE S.
BOYNTON BEACH, FL 33472

DEALER NO.:
STORE NO.:

RFD-64375

ISSUE DATE:
FEE PAID: RESIDENT

03-15-19
\$ 40.00

LOCATION ADDRESS:
9218 87TH. PLACE S.
BOYNTON BEACH, FL 33472

This license is not transferable, non-refundable, and is revocable for cause at any time. It is required to be available for inspection at all times when engaged in the activities for which it was issued. It may not be reproduced. The location as listed on this license and all required records for which this license is issued must be available for inspection.



Serving the environment since 1992.

COMPANY PROFILE

Lake and Wetland Management is a full service environmental resource management team, providing aquatic weed and algae control, invasive plant management and removal, large-scale Invasive exotic plant removal, lake management services, wetland mitigation management services, native plant nursery and native plant installation, and environmental monitoring. Our team leads the industry of environmental services and has an exemplary reputation with many government agencies, builders, developers, golf courses, property managers, and homeowners association.

Incorporated in April 1992 by brothers Stuart, and Brian Fischer, Lake and Wetland Management has gained vast experience in the exotic and Invasive plant control business through working in a variety of Florida's natural environments and various project types. Our time in business has been spent throughout south and central Florida, both on the east and west coasts. Working in different regions and habitat types has made our company versatile, having a unique understanding of what it takes to properly perform the tasks required in this bid.

Based in Boynton Beach, Lake and Wetland Management also maintains offices in Naples, and St. Petersburg, with an Accounting office in Delray Beach. We are a family-owned business operated by two brothers whom share ownership interest. Lake and Wetland Management is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

Lake and Wetland Management currently has a staff of 42 people with various skills in the environmental resource management industry, and owns a wide variety of equipment (list attached) required to perform the work detailed in the bid. Our family of State-certified, trained biologists consists of licensed Commercial Applicators in Aquatics, Natural Areas, and Right-of-Way categories, as well as, ISA Certified Licensed Arborist and stormwater system inspectors.

Lake and Wetland Management is in good standing with all local herbicide distributors. We also have great working relationships with the different governing agencies such as; South Florida Water Management District (Ray Miller, Buddy Robson, Brent Nicholas, Heather Carmen), Palm Beach County (Mike Rawls), Broward County, St. Johns Water Management District, Miami-Dade County Department of Environmental Resource Management (Tim Joyner), and many other municipal entities.

As rapidly as changes occur in our environment, continuing education for the work we perform is essential to remain the best. Lake and Management maintains memberships for our employees with various organizations including International Society of Arboriculture, Florida Exotic Pest Plant Council, Florida Aquatic Plant Management Society, Florida Vegetation Management Association, and the South Florida Aquatic Plant Management Society. Members of our team often volunteer or donate time to causes related to our industry.

9218 87th Place South | Boynton Beach, FL 33472

P: 561.735.3732 | F: 561.735.0516

office@lakeandwetland.com | LakeandWetland.com

Lake and Wetland Management, Inc.

Company philosophy.

Lake and Wetland Management is committed to providing its clients with unsurpassed environmental resource management service. Through constant communication, attention to detail, and following through with our commitments, while keeping the best interest of our environment in the forefront of daily operations we meet these goals. Education of our staff and clients is paramount to our vision of protecting Florida's rapidly changing ecosystems, and is incorporated throughout our company structure.

Stuart Fischer

Owner / Operator

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatic Pest Control)

Experience:

Stuart Fischer, along with his brother Brian, opened *Lake and Wetland Management, Inc.* in 1992 and has actively worked in and overseen all preserve management work the company has performed since its inception. Stuart often acts as project manager for the company's larger preserve restoration projects.



Brian Fischer

Owner / Operator

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatic Pest Control)

Experience:

Brian Fischer oversees the company's lake management sector, working largely with homeowner associations, property managers and governmental affiliations to maintain waterways throughout Florida. Brian works closely with field supervisors and spray technicians, keeping crews educated on the most current and effective techniques and standards. Brian also serves as the company's CFO.



Adam Grayson

Director of Operations / Ecologist

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control, Natural Areas)

ISA Certified Arborist, FL-6386A

Experience:

Adam Grayson has been working with *Lake and Wetland Management* since 2000, handling environmental monitoring and overseeing general operations. Adam's expertise lies in plant and wildlife identification, helping to educate maintenance crews and supervisors on proper field

ID



Jennifer Bustos Fitz

Office Manager

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (SA, 21 – Aquatic Pest
Control, Natural Areas)

Florida Department of
Environmental Protection Certified
Stormwater Systems Inspector

Experience:

Jennifer Bustos Fitz has been
working in the environmental field
since 1997. She serves as *Lake and
Wetland Management's* Office
Manager and has a strong sense of
field operations and maintains her
applicator's license



Russell Hunt

Biologist

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (SA – Aquatic Pest Control)

International Society of Arboriculture
Certified Arborist

Experience:

Russell Hunt currently works as the
Qualified Mitigation Specialist at
FPL's Everglades Mitigation Bank,
overseeing all environmental matters
for this unique wetland mitigation
area. Russell also works as consulting
biologist and arborist for various
company projects and has the ability
to run maintenance crews in
mitigation areas



Edgar Santiago

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (SA Aquatic Pest Control)

Experience:

Edgar Santiago has been working
with *Lake and Wetland Management*
since 1996 and oversees native plant
installation and wetland littoral shelf
herbicide applications. Edgar spends
much of his time on training and
education of field technicians as well
as acting as liaison for homeowners,
County inspectors and property
management



Chris MacDonald

Project Manager

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control), Natural Areas)

Experience:

Chris MacDonald has been working in the environmental field for over 10 years and has extensive knowledge working on a variety of large-scale projects. Chris has worked on and overseen work crews for South Florida Water Management District, Florida Power and Light, Florida Fish and Wildlife Conservation Commission, The Seminole Tribe and various other public and private



Scott McFarlane

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A, 21 – Aquatic Pest
Control, Natural Areas)

Experience:

Scott McFarlane is a crew supervisor who has many years of experience in working on government jobs, and is familiar with proper protocol and associated paperwork. Scott is well-versed in native and invasive plant identification as well as herbicide application and can operate a variety of machinery associated with the job



Gonzalo Ayres

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatics)

Experience:

Gonzalo Ayres supervises the company's recurring lake, preserve and natural area maintenance on the west coast. Gonzalo oversees multiple work crews, and coordinates work schedules. He also attends meetings with customers, and sales team members.



AJ Dilevo

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (21 – Natural Areas)

Experience:

Since joining our company, AJ has worked on a variety of jobs, including preserve management, planting operations and lake management. AJ has a strong knowledge base of plant identification and can operate a variety of specialized machinery.



Diego Araya

Field Supervisor

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (21 – Natural Areas)

Experience:

Diego Araya has been with Lake and Wetland Management since 1998 and is the primary supervisor under Stuart on the majority of our large-scale invasive plant removal jobs. Diego has worked in very large preserve tracts and operated a variety of heavy-duty equipment that is required in this area of operations.



Steve Carbol

Biologist / Sales

Licenses:

Florida Department of Agriculture
Commercial Pesticide Applicator
License (5A – Aquatic Pest Control)

Experience: Steve Carbol joined Lake & Wetland Management in 2015. He earned his Bachelor's of Science in Environmental Education from Ohio University, and is a certified Florida Master Naturalist Instructor. Steve honed his scientific and interpretive skills managing environmental education programs with leading national and regional institutions. Steve handles sales, and environmental monitoring reports





Lake and Wetland Management - West Coast, Inc.

Lake Maintenance References

Pelican Marsh / Tiburon

Mr. John Vanover
Naples, FL 34108
(239) 592-5181
johnjcv@yahoo.com

Heritage Palms
Colonial Country Club

Laguna Lakes
Mr. Chris Pepin
Fort Myers, FL 33966
(239) 284-6662
cpepin@cddmanagment.com

Heritage Bay CDD

Vasari CDD

Mr. Justin Faircloth
Forth Myers, FL 33905
(239) 785-0675
Justin.Faircloth@inframark.com

Fiddlesticks Country Club

Mr. Ryan Shaw
Fort Myers, FL 33912
(239) 768- 1111
rshaw@fiddlesticksgcc.com



PREMIER DISTRICT
MANAGEMENT

5/22/17

Gonzalo Ayres

Lake & Wetland Management

13721 Jetport Commerce Parkway Ste5

Fort Myers, FL 33913

Dear Sir/Madam,

I am writing this letter to recommend the services of Lake & Wetland Management to you. During the past 6 years our company has been working with Gonzalo Ayres on numerous different kinds of lake management projects. The company offers high quality services and we have always been highly satisfied with their work. Some of our previous projects that we worked on with Lake and Wetland Management include lake bank restoration with their shoresox systems, lake dredging, vegetation removal, littoral plant installation, littoral plant harvesting, lake bank clean-ups and ongoing lake maintenance. In our opinion it has been the knowledge and the responsiveness of the company that resulted in such impressive results.

I would like to ask you to consider Lake & Wetland Management for your lake management needs. I strongly recommend the services of the company and I am looking forward to working with Lake & Wetlands again on future lake management projects.

Sincerely,

Christopher Pepin

Premier District Management
1922 Victoria Ave. Ste. B
Fort Myers, FL 33901
Office: (239) 690-7100 Ext. 102
Cell: (239) 284-6662
C.Pepin@cddmanagement.com



PELICAN MARSH
COMMUNITY DEVELOPMENT DISTRICT

May 17, 2017

To Whom It May Concern:

Lake and Wetlands, Inc. has been maintaining the Lakes and Preserves at Pelican Marsh/Tiburon for over 10 years. I have been very happy with the level of service they have provided. If you have any questions, please feel free to contact me at 239-450-6442.

Sincerely,

John C. Vanover

Operations Manager

LOIS FRANKEL
22ND DISTRICT, FLORIDA

WASHINGTON OFFICE:
1037 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-0680

DISTRICT OFFICE:
2600 NORTH MILITARY TRAIL
SUITE 6490
BOCA RATON, FL 33431
(561) 866-8045
TOLL FREE (888) 284-0887

frankel.house.gov

Congress of the United States
House of Representatives
Washington, DC 20515-0922

COMMITTEE ON
FOREIGN AFFAIRS
MIDDLE EAST AND NORTH AFRICA
EUROPE, EURASIA AND
EMERGING THREATS
COMMITTEE ON
TRANSPORTATION AND
INFRASTRUCTURE
HIGHWAYS AND TRANSIT
WATER RESOURCES
AND ENVIRONMENT
COAST GUARD AND MARITIME
TRANSPORTATION
STEERING AND POLICY
COMMITTEE

April 11, 2016

Lakes & Wetland Management, Inc.
100 E. Linton Blvd Suite 500B
Delray Beach, FL 33483

Dear Brian and Stuart,

I read the recent piece in the *South Florida Business Journal* with regard to your work and I wanted to take a moment to commend you.

Entrepreneurs and small business owners like you are essential to our South Florida community. Your commitment to finding green solutions for environmental problems is inspiring and necessary for keeping our waterways safe and sustainable.

I wish you the best of luck in your endeavors. Please contact me if I or my office can ever be of assistance.

Always,



Lois Frankel
Member of Congress
Florida's 22nd District



1600 Sawgrass Corporate Parkway
Suite 300
Sunrise, Florida 33323
Tel 954-753-1730
Fax 954-753-4509
www.glhomes.com

RE: Letter of Recommendation for Lake and Wetland Management, Inc.

To Whom It May Concern:

GL Homes has worked with Lake and Wetland Management, Inc, Stuart Fischer and his staff, for over 12 years. In our dealings with Lake and Wetland Management, Inc. (LWM), we have always been impressed by the knowledge, communication, professionalism of their personnel and the timely response to bidding, installation and maintenance of our projects.

We have developed a good working relationship with LWM and find them to be reliable and accountable for work performed. They have planted, maintained and monitored thousands of acres of preserves (wetlands and uplands) and littoral areas for GL Homes throughout the relationship in accordance with regulations set by the governing agencies

They are the only firm we recommend for natural area restoration, plant installation, maintenance, exotic vegetation removal, and monitoring. Please do not hesitate to call me should you have any questions. My cell phone number is (954) 914-9119.

Best regards,

GL HOMES

A handwritten signature in blue ink that reads 'Rick E. Elsner'.

Rick E. Elsner
Vice President of Land Development



Lake & Wetland

MANAGEMENT
www.lakeandwetland.com

SERVICE & INSPECTION REPORT

Customer: _____ Account #: _____ Date: _____

Weather Conditions: _____ Technician: _____

LAKE MANAGEMENT

- ALGAE CONTROL Lake(s) #: _____
- GRASSES & EMERGENTS Lake(s) #: _____
- SUBMERSED AQUATICS Lake(s) #: _____
- FLOATING PLANTS Lake(s) #: _____
- INSPECTION Lake(s) #: _____
- DEBRIS Lake(s) #: _____

Water Test Results (Combined Average)

- | | | | |
|----------------------------|-------------------------------|----------------------------------|-------------------------------|
| Temperature _____ °F | <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |
| Dissolved Oxygen _____ ppm | <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |
| pH reading _____ | <input type="checkbox"/> ACID | <input type="checkbox"/> NEUTRAL | <input type="checkbox"/> BASE |
| Water Clarity _____ | <input type="checkbox"/> GOOD | <input type="checkbox"/> FAIR | <input type="checkbox"/> POOR |
| Water Level _____ | <input type="checkbox"/> HIGH | <input type="checkbox"/> AVERAGE | <input type="checkbox"/> LOW |

LITTORAL SHELF

- SHORELINE GRASSES & EMERGENTS
- FLOATING PLANTS
- INVASIVE / EXOTIC SPECIES
- SHELVES #: _____
- HERBICIDE TREATMENT
- MANUAL REMOVAL
- INSPECTION
- DEBRIS REMOVAL

UPLAND / WETLAND PRESERVE

- INVASIVE / EXOTIC SPECIES
- GRASSES
- VINES
- PRESERVE(S) #: _____
- HERBICIDE TREATMENT
- MANUAL REMOVAL
- INSPECTION
- DEBRIS REMOVAL

MOSQUITO / MIDGE LARVAE CONTROL

- INSECTICIDE TREATMENT
- LAKE(S) #: _____
- INSPECTION

Comments: _____

FISH & WILDLIFE OBSERVATIONS

- | | | | | | | |
|--|--------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|---------------------------------------|----------------------------------|
| FISH: <input type="checkbox"/> Bass | <input type="checkbox"/> Bream | <input type="checkbox"/> Catfish | <input type="checkbox"/> Grass carp | <input type="checkbox"/> Tilapia | <input type="checkbox"/> Mosquitofish | <input type="checkbox"/> Shad |
| BIRDS: <input type="checkbox"/> Raptor | <input type="checkbox"/> Duck | <input type="checkbox"/> Wood Stork | <input type="checkbox"/> Shorebird | <input type="checkbox"/> Wading bird | <input type="checkbox"/> Songbird | <input type="checkbox"/> Vulture |
| REPTILES: <input type="checkbox"/> Alligator | <input type="checkbox"/> Snake | <input type="checkbox"/> Turtle | <input type="checkbox"/> Tortoise | <input type="checkbox"/> Lizard | <input type="checkbox"/> AMPHIBIANS | <input type="checkbox"/> INSECTS |

INVASIVE / EXOTIC PLANTS NOTED

- | | | | | | | | |
|---|-------------------------------------|---------------------------------------|--|---|--|--------------------------------------|--|
| <input type="checkbox"/> Brazilian pepper | <input type="checkbox"/> Melaleuca | <input type="checkbox"/> Pennywort | <input type="checkbox"/> Bischofia | <input type="checkbox"/> Earleaf Acacia | <input type="checkbox"/> Australian pine | <input type="checkbox"/> Shoebuttton | <input type="checkbox"/> Sedge |
| <input type="checkbox"/> Climbing Fern | <input type="checkbox"/> Air potato | <input type="checkbox"/> Torpedograss | <input type="checkbox"/> Azolla | <input type="checkbox"/> Salvinia | <input type="checkbox"/> Downy rose myrtle | <input type="checkbox"/> Java plum | <input type="checkbox"/> Jessamine |
| <input type="checkbox"/> Lantana | <input type="checkbox"/> Hydrilla | <input type="checkbox"/> Hygrophilia | <input type="checkbox"/> Water Lettuce | <input type="checkbox"/> Water hyacinth | <input type="checkbox"/> Cattail | <input type="checkbox"/> Primrose | <input type="checkbox"/> Alligatorweed |

NATIVE PLANTS NOTED

- | | | | | | | | |
|---------------------------------------|-------------------------------------|---|--|--------------------------------------|---|--|---------------------------------|
| <input type="checkbox"/> Cypress | <input type="checkbox"/> Wax Myrtle | <input type="checkbox"/> FL Pine | <input type="checkbox"/> Red Maple | <input type="checkbox"/> Waterlily | <input type="checkbox"/> Mangrove | <input type="checkbox"/> Pond Apple | <input type="checkbox"/> Oak |
| <input type="checkbox"/> Cocoplum | <input type="checkbox"/> Bulrush | <input type="checkbox"/> Blue flag Iris | <input type="checkbox"/> Strangler fig | <input type="checkbox"/> Arrowhead | <input type="checkbox"/> Pickerelweed | <input type="checkbox"/> Thalia | <input type="checkbox"/> Palms |
| <input type="checkbox"/> Golden Canna | <input type="checkbox"/> Spikerush | <input type="checkbox"/> Buttonbush | <input type="checkbox"/> Eelgrass | <input type="checkbox"/> Cordgrass | <input type="checkbox"/> Fakahatcheegrass | <input type="checkbox"/> Spatterdock | <input type="checkbox"/> Ferns |
| <input type="checkbox"/> Baby tears | <input type="checkbox"/> Naiad | <input type="checkbox"/> Chara | <input type="checkbox"/> Duckweed | <input type="checkbox"/> Bladderwort | <input type="checkbox"/> Pondweed | <input type="checkbox"/> Slender spikerush | <input type="checkbox"/> Bacopa |

Other species noted / comments: _____



ENVIRONMENTAL

111 Palm View Rd, Palmetto, FL 34221
941-479-7811

Treviso Bay
Wentworth Estates Community Development
District

Lake Aquatic and Mitigation Preserve Maintenance

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EXECUTIVE SUMMARY

Crosscreek Environmental is pleased to submit this proposal for Lake Bank Restoration for the Wentworth Estates Community Development District at Treviso Bay. With the extreme attention to details and customer service focus that Crosscreek Environmental is based upon, we feel this partnership would be highly beneficial to all parties.

Contractor Qualifications

Crosscreek Environmental is a leader in quality shoreline restoration and lake and wetland management services. We strive to develop environmentally conscious and efficient methods to restore Florida's shorelines. Our staff of highly trained technicians and service managers is ready to provide quality service and complete customer satisfaction. Our multiple locations are strategically placed along the west coast and will be staffed with adequate equipment and personnel to complete this project. This proposal provides the professional credentials of our designated project managers. Crosscreek Environmental has also provided examples of experience that demonstrate our ability to handle a project of this nature.

Bid Schedule

The bid schedule has been provided per the instruction of the Lakewood Ranch IDA and is included in this proposal. Crosscreek Environmental feels we have provided a competitive price for the services requested and believe that the pricing is supported by our abilities and experience demonstrated in this proposal.

CONTRACTOR QUALIFICATIONS

Tax ID 20-8414663

Company Profile

Crosscreek Environmental is headquartered in Palmetto, Florida. For over a decade, Crosscreek has been the leader in shoreline restoration and in quality lake and wetland management services throughout Florida. Crosscreek sets the standard in providing a

unique approach to customize and deliver exceptional service to private, commercial and government customers in all aspects of our business.

The Crosscreek Environmental staff of highly trained and licensed technicians and service managers provides quality service and complete customer satisfaction. We also maintain a multitude of portable dredges as well as full size dredges when needed allowing us to use the right equipment to provide you with service sensitive to your needs.

The primary services offered by Crosscreek Environmental are:

- Shoreline Restoration & Erosion Control
- Stormwater Systems Restoration and Maintenance
- Dredging Services
- Wetland Maintenance and Monitoring
- Wetland Planting and Restoration
- Aquatic Weed and Algae Control
- Exotic/Nuisance Plant Control
- Fish Stocking and Other Lake Services
- Fountains and Aeration Systems

As a company we would thrive in the safety-conscious and innovative environment that the Wentworth Estates CDD promotes. Crosscreek would also make an excellent partner for the Wentworth Estates CDD in your shoreline restoration efforts and in the area of ecology as well as undertaking responsible environmental practices and policy.

Our business philosophy includes rigorous training and safety programs. We are an active participant in numerous national and industry-specific safety organizations. Safety is one of the key measures on our staff's annual performance ratings. And like the Wentworth Estates CDD, we have a drug-free workplace with a zero-tolerance policy. We can demonstrate that the culture of safety we have at Crosscreek

Environmental would be supportive and complimentary to the rigorous standards set by the Wentworth estates CDD.

Our Quality Assurance and Quality Control Programs are second-to-none. Crosscreek Environmental evaluates all facets of its operations, even those that are performing well, to ensure there are no further improvements that can be made. This emphasis on quality also carries through to our customer service. At Crosscreek we know that if we do not take care of our customers, others will. To ensure we are always providing the best customer service possible, we periodically survey our customers and evaluate their responses to improve our service.

Equipment, Tools, and Manpower. Crosscreek Environmental has one of the most extensive and diversified group of equipment that has been custom designed for Shoreline Restoration and Wetland Management. This includes:

- 6 Portable Dredges
- 1 Full size Dredge
- 12 4-wheel drive Pickup Trucks
- 3 Dump Trailers- 10 yd capacity each
- 2 Skid Steers
- 6 Custom Built Spray Mules
- 2 12inch Woodchippers
- 1 Menzi Muck Machine
- 2 Custom Built Spray-Rigged Airboats
- Chainsaws, machetes and other applicable tools

Safety and Training, There is no job so important, no service so urgent, that we cannot take time to perform our jobs safely. Safety will always be a critical and paramount part of our company's culture.

A core training program is completed by all staff before project start-up wherein safety is a major component. This training is reinforced throughout the year with formal monthly safety meetings, as well as weekly field training and daily briefings.

During the first three (3) months of operations, any newly hired field-based employee is paired with an experienced Crosscreek Environmental employee to assist with field training and to stress the importance of safety.

Additional Contract-Specific Safety Requirements. Crosscreek Environmental will also comply with all the additional safety requirements for the work proposed on the project. In addition, we have several internal requirements of our staff:

- ***Wear our company uniform***, which includes a company logo shirt, jeans or workpants that are free from holes or tears, safety boots and other safety equipment appropriate to the task and as specified by the Wentworth Estates CDD.
- ***Be legally authorized to work in the United States and have good English communication skills.***

Project Management

Carlton Campbell/ President/CEO

Mr. Campbell has over Twenty-Five (25) years in the environmental field. He was the co-founder of Aquatic Plants of Florida in 1996 and later founded Crosscreek Environmental in 2005. He attended South Florida University where he received a degree in Environmental Science. Carlton is a hands on President and wants to always make sure his customers are happy and his employees are taken care of.

Derek Wagner/ General Manager

Mr. Wagner has thirteen (13) years' experience with erosion control and aquatic/wetland vegetation and management and is the General Manager of Crosscreek Environmental. He oversees all operations of the company including scheduling, staffing and budgeting of projects and is certified as a Stormwater Management Inspector. His experience and training allow him to act as resident biologist for this project

Danny Dunn/ Project Manager

Mr. Dunn has more than fifteen (15) years of experience and education in all aspects of the environmental services we offer. Mr. Dunn is responsible for safety compliance for entire company and training of personnel in dredge techniques and installation.

Crosscreek Environmental is experienced at managing multiple erosion control/wetland/aquatic projects for several customers across Florida. Our managers will simply incorporate this project into the scheduling with other current projects to allow for completion in a timely fashion. Personnel and equipment can be drawn from other locations to ensure the proper staffing for this project. Crosscreek Environmental is dedicated to providing the resources necessary to complete this project in the required timeframe.

Personnel Qualifications/ Professional Licenses

All Crosscreek Environmental managers and technicians are trained annually in all aspects of our business including erosion control/shoreline restoration, and identification and application techniques for aquatic and wetland vegetation management. Some of the personnel credentials available for this project are listed.

Licenses

Natural Areas, Right of Way, and Aquatic
Florida DEP Stormwater Management Inspector

Educational Degrees

Bachelors in Fisheries Biology
Bachelor's in General Biology
Bachelors in Limnology
Bachelors in Geology
Bachelors in Environmental Science

Relevant Experience

We would like to offer the following relevant specific references, which show the diversity of skills we can bring to this project. Additionally, it should be noted that we manage over a thousand (1,000) waterways and thousands of acres of Florida's most natural wetlands in the State of Florida, servicing over five hundred (500) customers annually.

Title:	Schappacher Engineering
Owner / Owner's Rep:	Rick Schappacher
Work Performed:	Numerous shoreline restoration jobs in different developments/communities around central Florida. Exotic Removals (Brazilian Pepper trees, Melaleuca trees etc)
Scope of Work:	Shoreline Restoration and other
Work Completed On:	In progress
Project Totals:	\$400,000+
Contact:	Rick Schappacher
Phone #:	(941) 251-7613

Title: **The River Club HOA**
Owner/Owner's Rep: Bob Mendoza
Work Performed: Shoreline restoration/Geotube, aquatic plantings, exotic removals, riprap, mitered end repairs, littoral plantings, shoreline re-shaping
Contract Amount: Varies by particular contract
Work Completed On: In Progress
Contact: Bob Mendoza
Phone: 941-444-8020

Job Title: **Lexington HOA**
Owner/Owner's Rep: Lexington HOA
Work Performed: Shoreline Restoration using Geotube on multiple lakes within the community. Also providing services such as aquatic plants and maintenance.
Contract Amount: \$150,000+
Work Completed On: In progress
Contact: Hilarie Christensen
Phone: (941) 524-6756

Job Title: **Prestancia Golf and Country Club/HOA**
Owner/Owner's Rep: The Barlow Group
Work Performed: Lake Maintenance/Shoreline Restoration/Aquatic Planting
Contract Amount: \$250,000+
Work Completed On: 01/2018-Present
Contact: Clive Owens
Phone: (941) 927-1946

Job Title: **Manatee County Parks and Recreation**
Owner / Owner's Rep: Bonnie Sietman
Work Performed: Wetland Maintenance
Scope of Work: Maintaining and planting the preserve areas located at Robinson Preserve
Work Completed On: On-Going
Project Total: \$100,000+
Phone #: (941) 749-3046

Client#: 2152746

73CROSSENV

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services 9040 Town Center Pkwy, Ste 200 Lakewood Ranch, FL 34202 941 748-1431	CONTACT NAME: PHONE (A/C, No, Ext): 941 748-1431		FAX (A/C, No): 8662420807
	E-MAIL ADDRESS: _____		
INSURED Crosscreek Environmental Inc. 111 Palm View Road Palmetto, FL 34221	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Southern Owners Insurance Company		10190
	INSURER B : American Interstate Insurance Company		31895
	INSURER C : Travelers Casualty Ins. Co. of America		19046
	INSURER D :		_____
	INSURER E :		_____
INSURER F :		_____	_____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		1623122025181319	07/31/2019	07/31/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 _____ \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BA2C28436118SEL	08/15/2018	08/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$ EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	AVWCFL281668	07/15/2019	07/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

USLH

Proprietors/Partners/Executive Officers/Members Excluded:

CARLTON CAMPBELL, President

CERTIFICATE HOLDER

CANCELLATION

Crosscreek Environmental, Inc 111 Palm View Rd Palmetto, FL 34221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>dwaa</i>
---	--

Exhibit B

Bid Schedule

A. Lakes I.D. #	Yearly Bid Price	Lakes I.D. #	Yearly Bid Price	Lake I.D. #	Yearly Bid Price
1	<u>\$1,547.37</u>	13	<u>\$1,547.37</u>	25	<u>\$1,547.37</u>
2	<u>\$1,547.37</u>	14	<u>\$1,547.37</u>	26	<u>\$1,547.37</u>
3	<u>\$1,547.37</u>	15	<u>\$1,547.37</u>	27	<u>\$1,547.37</u>
4	<u>\$1,547.37</u>	16	<u>\$1,547.37</u>	28	<u>\$1,547.37</u>
5	<u>\$1,547.37</u>	17	<u>\$1,547.37</u>	29	<u>\$1,547.37</u>
6	<u>\$1,547.37</u>	18	<u>\$1,547.37</u>	30	<u>\$1,547.37</u>
7	<u>\$1,547.37</u>	19	<u>\$1,547.37</u>	31	<u>\$1,547.37</u>
8	<u>\$1,547.37</u>	20	<u>\$1,547.37</u>	32	<u>\$1,547.37</u>
9	<u>\$1,547.37</u>	21	<u>\$1,547.37</u>	33	<u>\$1,547.37</u>
10	<u>\$1,547.37</u>	22	<u>\$1,547.37</u>	34	<u>\$1,547.37</u>
11	<u>\$1,547.37</u>	23	<u>\$1,547.37</u>	35	<u>\$1,547.37</u>
12	<u>\$1,547.37</u>	24	<u>\$1,547.37</u>	36	<u>\$1,547.37</u>
				37	<u>\$1,547.37</u>
				38	<u>\$1,547.37</u>

Sub-total \$58,800.00

B. Yearly Mitigation Preserve Maintenance Sub-total \$34,800.00

C. Yearly Fountain Maintenance Sub-total \$1,000.00

Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation preserve areas, and fountains

TOTAL \$94,600.00

(Contractual bid price will be invoiced the 1st of each month for 1/12 of bid total for previous month)

Company Signature _____

Date 8/21/19

_____(print)



Response to Request for Proposal

Treviso Bay

Wentworth Estates CDD

Submitted by:

Jeff Moding

Senior Business Development Consultant

Ft. Myers Location
5869 Enterprise Parkway
Ft. Myers, Florida 33905
(239) 466-0403

August 22, 2019



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Key Personnel BIO

Reference List



Exhibit B

Bid Schedule

A. Lakes I.D. #	Yearly Bid Price	Lakes I.D. #	Yearly Bid Price	Lake I.D. #	Yearly Bid Price
1	\$ <u>1,083.20</u>	13	\$ <u>1,564.80</u>	25	\$ <u>1,058.40</u>
2	\$ <u>1,520.60</u>	14	\$ <u>1,553.60</u>	26	\$ <u>1,242.40</u>
3	\$ <u>945.20</u>	15	\$ <u>4,852.80</u>	27	\$ <u>2,214.40</u>
4	\$ <u>1,203.20</u>	16	\$ <u>1,432.80</u>	28	\$ <u>1,917.60</u>
5	\$ <u>2,052.60</u>	17	\$ <u>2,020.80</u>	29	\$ <u>488.80</u>
6	\$ <u>2,115.20</u>	18	\$ <u>898.40</u>	30	\$ <u>656.80</u>
7	\$ <u>1,678.40</u>	19	\$ <u>920.80</u>	31	\$ <u>644.80</u>
8	\$ <u>612.80</u>	20	\$ <u>3,173.60</u>	32	\$ <u>2,557.60</u>
9	\$ <u>1,952.80</u>	21	\$ <u>1,988.00</u>	33	\$ <u>3,366.40</u>
10	\$ <u>2,375.20</u>	22	\$ <u>2,694.40</u>	34	\$ <u>1,239.40</u>
11	\$ <u>796.80</u>	23	\$ <u>1,845.60</u>	35	\$ <u>1,130.40</u>
12	\$ <u>3,207.20</u>	24	\$ <u>1,298.40</u>	36	\$ <u>1,816.00</u>
				37	\$ <u>1,868.00</u>
				38	\$ <u>599.80</u>
				Sub-total	\$ <u>64,588.00</u>

B. Yearly Mitigation Preserve Maintenance Sub-total \$ 64,000.00

C. Yearly Fountain Maintenance Sub-total \$ 580.00

Total bid for Sections (A, B and C only) for yearly maintenance of lakes, mitigation preserve areas, and fountains

TOTAL \$ 129,168.00

(Contractual bid price will be invoiced the 1st of each month for 1/12 of bid total for previous month)

Company Signature



Date 8/22/2019

Cyndee Brandon (print)

ANNUAL LAKE MANAGEMENT CONTRACT

PROPERTY NAME: (Treviso Bay) Wentworth Estates Community Development District

CONTRACT TERM: September 1st, 2019 to August 31st, 2020

SUBMITTED TO: James Ward, District Manager

SUBMITTED BY: Jeff Moding

SPECIFICATIONS: Lake Aquatic & Mitigation Preserve Maintenance

Lake Aquatic Weed Control:

1. Lake(s) will be inspected on a Weekly basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the lake(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 lake(s) at the time of application.
3. 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 Aquatic Weed Control:

1. Shoreline areas will be inspected on a Weekly basis.
2. Any growth of cattails, Torpedograss, or other unwanted shoreline vegetation found within the lake 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.
3. 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.

Mitigation conservation areas:

1. Operations within mitigation conservation areas shall include the removal of such exotic plants as Melaleuca, Brazilian Pepper, Australian Pines, Downey Rose Myrtle and all other exotic or invasive plant materials as identified on the latest Florida Pest Plant Council's list of Category I or II invasive and exotic species as may be updated from time to time.

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2. Treatment will be at a minimum of every six months and/or as may be required to ensure compliance with permit, permit monitoring, and sound aesthetic management.
3. Special care will be taken to ensure that control measures do not disrupt the plant cover and diversity of adjacent mitigation areas, littoral shelves or vegetated pond banks.
4. The spraying of excessive Spikerush in many lakes will be part of the routine maintenance to prevent the spreading within the waterbodies to maintain a width to a maximum of seven (7) feet.
5. All weeds removed by physical or mechanical means shall be hauled away and shall be disposed of by the contractor unless otherwise arranged.

Pond Bank, Prairies and Littoral Zone Maintenance

1. Contractor will remove weeds, exotic and other nuisance vegetation from littoral zones.
2. Additionally these same weeds will be removed below the water level around the perimeters of the lakes, floways, wetlands, and wetland prairies within Exhibit C.
4. Beneficial and attractive plant species will be allowed to develop in these shelves, pond banks, wetlands, and wetland prairies.
5. Contractor will discuss with the District which species should be removed, and which should be retained.

Water Quality Monitoring:

1. Lake water samples will be taken and tested one (1) per year for the following parameters:

Temperature
pH

Dissolved Oxygen

The results of the tests along with recommendations and analysis of the results will be provided to the client in a written report following each testing period.

1. Any data collected that needs immediate action to resolve an issue will be brought to the client's attention at once.

Lake Algae Control:

1. Lake(s) will be inspected on a Weekly basis.
2. Any algae found in the lake(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.

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Trash Removal:

1. Trash and light debris will be removed from the lake(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 client's approval for an additional fee. Routine trash and debris removal services are for the lake areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.

Fountain Maintenance Service:

1. Contractor will service each of the fountains six (6) times per year on a once per month basis as follows:
 - Perform Amp test on the motor to verify appropriate amp load.
 - Check incoming and outgoing Voltage.
 - Test Motor GFCI Protection Breaker.
 - Test Contactor (starter).
 - Test motor overload protection to make sure it is set and functioning properly.
 - Check fuses.
 - Make sure all wires, breakers, and other electronic parts are securely attached
 - Check timer and set as needed.
 - Test Lighting GFCI breaker in the control panel to make sure it is operating properly.
 - Check lighting timer and set as needed.
2. If the fountain or lights are not visibly operating properly, or malfunctioning in any way as determined by the diagnostic checks specified above, the contractor will further perform the following:
 - Perform ohm test to cable to test for any shorts or resistance in the power cable between the control panel and the motor.
 - Inspect motor shaft to make sure it is not bent and that it is turning smoothly and quietly.
 - Inspect propeller or impeller (*depending on what type unit*) and diffuser plate (*if present*) to make sure they are tightly attached and not bent or damaged in any way.
 - Clean fountain's debris screen nozzle, shaft, and pump chamber ensure proper water flow.
 - Clean all lighting lens covers.
 - Check each light and replace lamps that have burnt out.
 - Replace any seals on light housing which are leaking.
3. All replacement parts required for proper maintenance of the fountains and the additional labor required to replace these parts as needed will be billed as an additional charge.
4. All lights, seals, other replacement parts, and labor required for light replacements will be billed as an additional charge.

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5. All necessary repairs (parts & labor) covered by warranty will be performed at no additional charge to the client.
6. Any significant problems or malfunctions that are discovered during the maintenance service that are not able to be repaired during that service, which are no longer under warranty, and that will require significant additional labor and/or parts, will be written up and submitted to the client for his / her approval prior to proceeding with the work.
7. All fountain work will be performed by factory certified service and repair technicians.
8. Additional cleanings will be billed at Time & Materials.
9. An inspection report will be generated and provided to the District Representative after each maintenance visit detailing the work performed on each fountain.

Permitting:

1. SOLitude staff will NOT 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. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client 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 Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

1. Client will be provided with a monthly service report detailing all of the work performed as part of this contract.

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General:

1. Contractor 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. Contractor 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 site specific water quality management prescriptions 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 clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor 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 contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor 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. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes for irrigation purposes. The client 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 client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures,

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as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often lakes will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and well-being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the client will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.
12. Contract will automatically renew annually at the end of the contract period for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price and Additional Enhancements each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
13. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due

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from the due date as specified by the contract and as stated on the relevant invoice presented to the client.

14. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SŌLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

CONTRACT PRICE: **\$129,168.00 Total**
 \$10,764.00 Monthly for twelve (12) months

APPROVED:

_____ **Treviso Bay Wentworth Estates CDD**
(Authorized Signature)

_____ *(Date)*

_____ *(Print Name and Title)*

_____ SŌLitude Lake Management®



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SOLitude Lake Management Company

Description of Firm

SOLitude Lake Management is a nationwide environmental firm committed to providing sustainable solutions that improve water quality, enhance beauty, preserve natural resources and reduce our environmental footprint.

SOLitude's team of aquatic resource management professionals specializes in the development and execution of customized lake, pond, wetland and fisheries management programs that include water quality testing and restoration, nutrient remediation, algae and aquatic weed control, installation and maintenance of fountains and aeration systems, bathymetry, shoreline erosion restoration, mechanical harvesting and hydro-raking, lake vegetation studies, biological assessments, habitat evaluations, and invasive species management.

Services and educational resources are available to clients nationwide, including homeowners associations, multi-family and apartment communities, golf courses, commercial developments, ranches, private landowners, reservoirs, recreational and public lakes, municipalities, drinking water authorities, parks, and state and federal agencies.

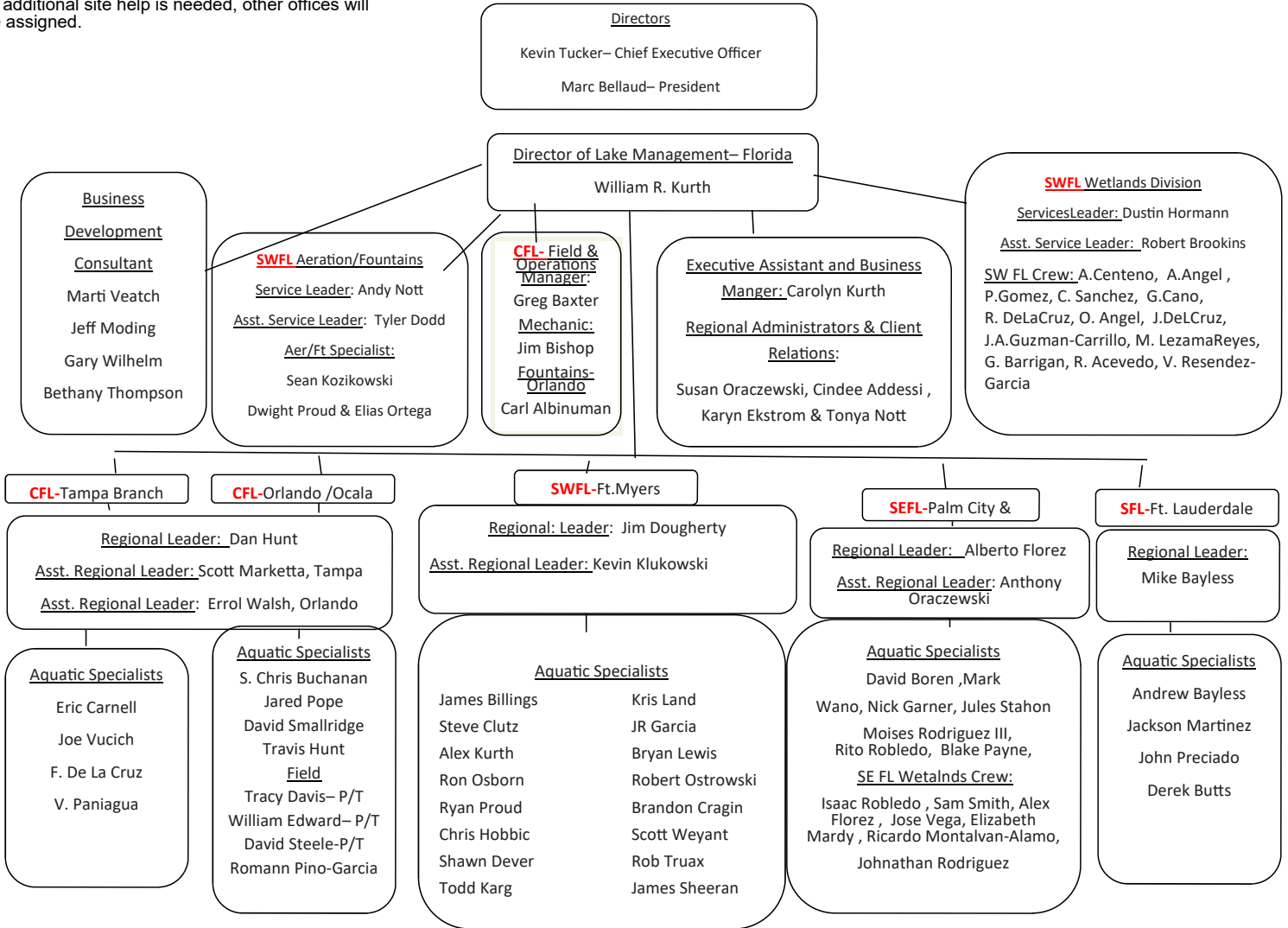
SOLitude Lake Management is a proud member of the Rentokil Steritech family of companies in North America.

Ft. Myers Office
 Employees Assigned to project: 18
 Employees in Ft. Myers Office: 39

*If additional site help is needed, other offices will be assigned.

SOLitude Lake Management LLC

Florida Division—ORGANIZATIONAL CHART



2019 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M1800000870

Entity Name: SOLITUDE LAKE MANAGEMENT, LLC

Current Principal Place of Business:

3842 IRONBRIDGE BLVD
UNIT 2
FT MYERS, FL 33916

FILED
Feb 15, 2019
Secretary of State
8443130274CC

Current Mailing Address:

1320 BROOKWOOD DRIVE
SUITE H
LITTLE ROCK, AR 72202 US

FEI Number: 54-1940110

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BUSINESS FILINGS INCORPORATED
1200 S PINE ISLAND RD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title OFFICER
Name MYERS, JOHN
Address 1125 BERKSHIRE BLVD, SUITE 150
City-State-Zip: READING PA 09601

Title OFFICER
Name GELTING, BRUCE
Address 1125 BERKSHIRE BLVD, SUITE 150
City-State-Zip: READING PA 19601

Title OFFICER
Name NORRIS, HILARY
Address 1125 BERKSHIRE BLVD, SUITE 150
City-State-Zip: READING PA 19601

Title MANAGER
Name CLEMENT, DEBBIE
Address 1320 BROOKWOOD DRIVE
SUITE H
City-State-Zip: LITTLE ROCK AR 72202

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DEBBIE CLEMENT

MANAGER

02/15/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date



Local Business Tax Receipt

Dear Business Owner:

Your 2018-2019 Lee County Local Business Tax Receipt is attached below for account number **0100542**.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2018 - 2019
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 0100542

Account Expires: September 30, 2019

Location:

6180 IDLEWILD ST
FT MYERS FL 33966

SOLITUDE LAKE MANAGEMENT LLC
SOLITUDE LAKE MANAGEMENT LLC
6180 IDLEWILD ST
FORT MYERS FL 33966

May engage in the business of:

AQUATIC MANAGEMENT

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 493818-287-1	10/01/2018 02:16 PM
	\$50.00

SOLitude Lake Management Company

Florida Applicator Licenses

Applicator	License #	Expiration date	Category (see scale below)
Bayless, Andrew	cm23959	12/31/2019	5a
Bayless, James M	CM22355	6/30/2021	5A
Billings, James	CM23286	11/30/2018	5A
Bondeson, Paul	CM22284	5/31/2021	3, 5A,6,21
Boren, David	CM23641	6/30/2019	5A
Brookins, J. Robert	CM16209	8/31/2019	5A,21
Carnell, Eric	CM21872	9/30/2020	5A
Dougherty, James S	CM22964	5/31/2022	5A,21
Storm Water Management Inspector #30502			
Florez, Alberto	CM17792	4/30/2018	5A,6,21
Forez, Alexander			
Garcia, Geraldo (JR)	CM18033	9/30/2018	5A
Garner, Nick			
Hobbic, Chris			
Hormann, Dustin	CM17754	3/31/2018	5A,6,21
DEP Green Industries Best Mgmt. Practices Certificate #GV3234-1 Trainee ID#GV32234			
Hunt, Dan	CM16352	11/30/2019	5A
Hunt, Travis			
Karg, Todd	CM24180	4/30/2020	5A
Klukowski, Kevin E	CM15147	1/31/2018	5A
Kurth, Alex	CM22972	5/31/2018	5A
Kurth, Bill	Storm Water Management Inspector #30500		
Land, Kris	CM25160	11/30/2021	
Lewis, Bryan M	CM13916	1/31/2020	5A
Marketta, Scott			
Mardy, Elizabeth	CM25369	3/31/2022	21
Martinez, Jackson	CM19043	4/30/2020	5A
Moding, Jeffrey			
Oraczewski, Anthony	CM21703	6/30/2020	5A
Osborn, Ronald	CM21146	6/30/2019	5A
Ostrowski, Bob	CM18910	2/29/2020	5A
Paniagua, Vic	PB12208	5/31/2022	5A
Preciado, John	CM12295	3/31/2021	5A
Proud, Ryan M	CM23033	7/31/2018	5A
Rodriguez III, Moises	CM14142	6/30/2020	3
Sheeran, James	CM24645	1/31/2021	5A
Stahon, Jules E	CM24770	3/31/2021	5A
Walsh, Errol T	CM18013	8/31/2018	5A
Wano, Mark D	CM14779	6/30/2017	5A
Weyant, Scott	CM22365	6/30/2021	5A

Executive Team

Kevin Tucker

Chief Executive Officer

Kevin Tucker started SOLitude Lake Management in 1998 to focus on the growing need for adequate management of lakes and stormwater retention ponds and the preservation of our natural resources. He is an active member of many leading trade and professional organizations and remains committed to improving the technology, products and services used to deliver value-added and ecologically balanced solutions to the communities and water resources we serve. Kevin and the SOLitude Lake Management staff work with various leading aquatic product manufacturers to perform case studies and field research for many of the new products being introduced to the market. Kevin has been a speaker at many trade and professional shows and conferences, and sits on the Board of multiple trade and professional associations. He is a regularly published author and has been featured in numerous newspapers, businesses and trade publications.



Kevin is a graduate of James Madison University and holds a degree in business management with a concentration in finance. He is a graduate of the Dale Carnegie leadership training course, as well as various industry and technical course curriculums for aquatics, lake management, limnology, environmental science, fisheries management and GPS mapping and bathymetry. Kevin is widely recognized as an expert in the management of lakes, ponds and other freshwater systems, as well as the management of invasive aquatic plants. He is a founding member of the [Society of Lake Management Professionals](#), an organization dedicated to the management and preservation of fresh water resources, and the accreditation of the professionals who serve this industry. Kevin currently serves on the Board for the Center of Entrepreneurship at James Madison University, is a guest lecturer, and has also served as an Entrepreneur in Residence.

Kevin maintains many industry accreditations and is a Certified Aquatics Pesticide Applicator in eight states, a SePRO Steward of Water and Certified Preferred Applicator, Sales and Service certifications from AquaMaster, Vertex, Otterbine, Aqua Control, and Kasco, and is a certified GPS Mapping Network Partner.

Kevin is a member of numerous associations dedicated to the improvement of our industry, our water resources and our clients' needs, including CAI (Community Associations Institute), NALMS (North American Lake Management Society), APMS (The Aquatic Plant Management Society), AERF

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(Aquatic Ecosystem Restoration Foundation), RISE (Responsible Industry for a Sound Environment), WSSA (Weed Science Society of America), GCSAA (Golf Course Superintendents Association of America), various Turfgrass Councils, American Fisheries Society and EO (Entrepreneurs Organization).

Kevin is a father, husband and avid outdoorsman. He is a native of southeastern Virginia, and has spent much of his life on the Outer Banks of North Carolina, where he nurtured his passion for the ocean and all that it offers. His love of water and the natural environment is what has fueled his passion for his work and his play. If not in the ocean, you will find Kevin in the mountains, on a river, by a waterfall or on a trail. He enjoys surfing, kayaking, whitewater rafting, mountain biking, hiking, camping, skiing, snowboarding and most every sport.

Marc Bellaud

President

Marc Bellaud, President of SOLitude Lake Management, has more than 20 years of experience in the aquatics industry. Marc's work has primarily focused on applied aquatic invasive species control programs and related lake and pond management issues. He has authored dozens of lake management plans and feasibility studies and has designed and implemented integrated aquatic plant management programs in lakes and ponds throughout the Northeast. Marc is a licensed aquatic pesticide applicator in the six New England states and New York, but has always prided himself on incorporating all available technologies and techniques to best meet client's needs.



Born and raised in New Hampshire, Marc developed a love of the outdoors at an early age. After graduating from the University of Vermont with a degree in biological sciences and a concentration in natural resources, he worked for two non-profit organizations before joining Aquatic Control Technology in 1993. He started as a field biologist and quickly became immersed in every aspect of the business. His roles and responsibilities expanded as the company continued to grow and they culminated in his promotion to company President in 2013.

Marc has been actively involved in advancing the science of the aquatics industry. He is a Past-President and Director of the Northeast Aquatic Plant Management Society (NEAPMS) and has remained involved with the organization since it was initially founded. Marc also served as a Director of the New York State Aquatic Managers Association (NYSAMA). He is actively involved with several state organizations focused on lake management issues. In 2006, Marc received the SePRO Applicator of the Year award. He was a contributing author and co-editor for the third edition of the BMP Manual produced by the Aquatic Ecosystem Research Foundation (AERF) and is a regular presenter and speaker at numerous industry conferences.



Marc enjoys spending time with his wife, two sons and the family dog. He has always loved to ski, fish, play ice hockey and do just about anything outdoors, but these days most of his free time is dedicated to chauffeuring his boys to their numerous sporting events. Marc is a youth hockey coach and serves on the board of directors of his local hockey program. He volunteers regularly with his local Boy Scout troop.

Lakes have always been special to Marc. He spent countless summer days on Squam Lake in New Hampshire and it remains one of his favorite places to visit. His passion for protecting water – our most precious natural resource – will inspire his guidance of the SOLitude Lake Management team.

Leadership Team

Mychal Manolatos

Vice President of Sales

Mychal Manolatos joined SOLitude Lake Management as vice president of sales. As a driven senior sales executive, he is responsible for leading efforts to develop relationships with new clients and introduce the company's many service offerings and products. Mychal also works to ensure that the needs of existing clients are not only met, but exceeded by the entire SOLitude sales team.



Mychal earned his Bachelor of Business Administration degree in Hospitality and Human Resources Management from Michigan State University in East Lansing, MI, in 1999. Before joining SOLitude, Mychal worked with Aramark Corporation, where he was vice president of field sales for the central North America region. At Aramark, Mychal led a team of over one hundred sales professionals and developed and implemented a refreshment services sales strategy and executional framework for his sales team. Prior to Aramark, Mychal has held several roles of progressive sales leadership in capital equipment, food service and software industries.

Mychal resides in Chicago with his daughter and is passionate about family, travel and sports. Though he has lived in Chicago since 2011, he remains an avid Detroit sports fan, where he spent his childhood.



Bill Kurth

*Director of Lake Management
Florida*

Bill Kurth, director of lake management in Florida, has more than 34 years of extensive experience in lake, pond and wetland management. Bill specializes in providing innovative treatment solutions for clients using new products and technologies, and has managed waterbodies for many of his local community associations and clients for 25 years or more.



Bill attended Tallahassee Community College and Florida State University, where he earned a degree in Business Management. He began his industry career as an aquatic applicator with a Florida-based aquatics company, where he quickly became responsible for the technical training of all new employees, and was promoted to the position of Branch Manager of the company's Ft. Myers branch within 4 years. Bill then moved to Cape Coral Florida in 1987, where his expertise in herbicide technology and ability to sell and manage while also performing aquatic applications allowed Bill to grow his branch by 400% in 8 years. In 1999, Bill moved on to the then newly-formed Lake Masters Aquatic Weed Control, where he served in many roles, including Branch Manager, Director of Operations and Vice President of Operations. Under his leadership, Lake Masters became one of the premier lake management companies in Florida before merging with SOLitude in 2018.

Bill is a multi-year board member for the Florida Aquatic Plant Management Society (FAPMS) and has served as a member of the North American Lake Management Society. He has presented at FAPMS on Control of Exotic Melaleuca Trees, and Recognition and Control of Golden Algae; at the UF/IFAS Aquatic Weed Control Short Course on the control of exotic species in Wetlands; at NALMS on Aquatic Weed Control in Florida; and has spoken at SePro Annual Business Conference on the use of Sonar herbicide in irrigation and other lakes, and on the efficacy of Captain XTR algaecide. He served on the Advisory board for SePRO, and has won awards for Best Management Practices, Sustainability, and Applicator of the Year in 2007. Bill was also named Outstanding Business Partner by the Bonita Bay Group and is a certified erosion and illicit discharge inspector.

Bill's love of the outdoors is evident through his many hobbies, which include boating, fishing, diving, and travel. He also has a passion for cooking and gardening, and has been heavily involved with aquarium-keeping for most of his life, including live reef aquariums with living coral. Bill was an active little league coach for nine years as his boys, William and Alex, were growing up. Today, he and his wife, Carolyn, reside in Cape Coral, FL. They recently became grandparents and love to spend as much time as possible with family.



David Beasley

*Director of Fisheries
Fisheries Biologist*

David Beasley is a fisheries biologist leading the fisheries division for all of SOLitude's service areas. David has an extensive background in progressive management techniques related to water quality, plankton management, fish species management and population dynamics, and is highly experienced in the creation and maintenance of both balanced and trophy fisheries. His expertise includes the management of ponds and indoor facilities for aquaculture purposes, and the development of more than 27 species of forage and predator fish, including warm, cool and cold water species.



Dave is also a licensed aquatic pesticide applicator in Virginia, North Carolina, South Carolina, West Virginia, Delaware, Maryland, Pennsylvania, New Jersey and New York, as well as an AquaMaster and Aqua Control trained service technician and a SePRO Preferred Applicator.

In 2004, David graduated from the State University of New York in Cobleskill with a Bachelor of Science degree in Fisheries and Aquaculture. For nearly five years following graduation, David worked as a fisheries manager at the private fish and game preserve "Savannah Dhu" in upstate New York. The property consists of 450 acres of water, broken down into 4 lakes, 60 ponds and an indoor culturing facility. Throughout his industry career, David guided hundreds of fishing outings, aiding in his overall understanding of fish behavior and successful fisheries management.

In his spare time, David enjoys taking part in many outdoor activities, including his two favorites: whitetail archery and ice fishing. He enjoys all types of hunting, fishing, camping, water sports and just relaxing in the outdoors.

Jeff Castellani

Director of Mechanical Operations

Jeff Castellani serves as Director of Mechanical Operations at SOLitude. He leads SOLitude's mechanical division with invasive weed control services, surveys, reports, proposals and GIS mapping. Jeff is a licensed applicator in many states across New England and maintains licensing and industry certificates for Construction Supervisor, OSHA, Qualified Rigger and Signal, as well as Boater Safety.



Jeff is a graduate of Southern New Hampshire University and holds a degree in Business Studies with a concentration in Finance. He spent the first 16 years of his career in



banking and worked as a branch administrator, training manager, merger and acquisition project manager, and commercial loan liaison, and eventually obtained Vice President status. In 2001, Jeff left the banking industry to pursue a new challenge and spend more time with his family. He obtained a Massachusetts Construction Supervisor License, after two years of rehabilitation experience with commercial and residential properties. With a desire to excise both his intellect and body – and also work outdoors – Jeff accepted a position with his neighbor’s environmental company. His environmental and biology experience was gained both on the job and self-taught. Jeff saw an opportunity to expand the mechanical method of aquatic vegetation control and detritus management, and that evolved into his current position. He is driven by developing career paths for individuals, and providing an excellent customer experience.

Jeff is a caring father and husband. When not at work, he likes to spend time with family and friends, freshwater fish and pursue oceanfront activities. Jeff also enjoys helping out the community by coaching his local Pop Warner and Little League teams. Not quite able to give up his financial background, he also serves as the treasurer for both youth sport Boards. Jeff values helping to develop core principles and skills in young men and women. He takes pride in any endeavor presented, and looks at each challenge as an opportunity rather than a problem.

Chris Doyle

*Director of Biology
Water Quality Program Supervisor
Certified Lake Manager*

Chris Doyle is a Senior Aquatic Biologist and Director of Biology at SOLitude. He has more than 20 years of experience in all facets of lake, pond and fisheries management, and oversees some of SOLitude’s largest projects in the New England region. Throughout his industry career, Chris has designed and performed methodologies for full lake GPS referenced aquatic vegetation surveys, developed invasive species identification procedures, studied invertebrate and algal and aquatic macrophyte taxonomy and conducted extensive fieldwork and studies of aquatic environments and species.



Chris earned his Bachelor of Science degree in Natural Resource Management with a focus on Fishery Science from Cook College, Rutgers University in New Brunswick, NJ, in 1994. Chris is a member of several lake management industry organizations. He currently serves as president of the board of directors for the Northeast Aquatic Plant Management Society (NEAPMS) and sits on the aquatic plant technical advisory board for the New Jersey Invasive Species Strike Team (NJISST). Chris is also an active partner with the Lower Hudson Partnership for Regional Invasive Species Management (LH PRISM) and is a Certified Lake Manager by the North American Lake Management Society (NALMS). He has presented the findings of projects via oral and poster presentations at annual



conferences for NALMS, NEAPMS, the Aquatic Plan Management Society (APMS) and the New York State Federation of Lake Associations (NYSFOLA).

Chris is proud to be a New Jersey native and resides in central New Jersey with wife and best friend, Lisa, son, Alec, and two adopted cats. He is a published freelance fiction author, an avid sports fan and is active in the local 4H Association.

Greg Baxter

Field & Operations Support Manager



Greg Baxter is a field and operations support manager with more than 25 years of lake and pond wetland management experience. Greg has been a part of the SOLitude team since 1999, and supervises a fleet of more than 200 vehicles, airboats, trailers and mechanical equipment. He is also responsible for the installation, management and repair of all fountain and aeration systems in central Florida.

Greg spearheaded SOLitude's central Florida aquatic landscape and manual removal program, and designed the company's first spray systems for use across the region. Greg's extensive experience in aquatic landscaping has allowed him to design landscapes for many central Florida golf course events, including the Bay Hill Invitational Golf Tournament, for more than two decades.

Outside of work, Greg enjoys spending time with his family and tinkering with old tractors.

Customer Reference List *Southwest Florida*

The Club at Grandezza

Private Golf Club
Estero, FL
Chris Jordan
Property Manager
239-273-7365
cjordan@vestapropertyservices.com

Miromar Lakes CDD

Golf Course Community
Miromar Lakes, FL
Paul Cusmano
Asset Manager
813-377-1796
paul.cusmano@dpgf.com

Stonebridge Country Club

Golf Course Community
Naples, FL
Mark Metzger
Director of Grounds
239-825-5741
mmetzger@stonebridgecountryclub.com

Royal Poinciana

Private Golf Club
Naples, FL
Matthew Taylor, CGCS
Director of Golf Course Operations
239-593-8522
mattt@rpgolfclub2.com

Old Collier Country Club

Private Golf Club
Naples, FL
Todd Draffen
Director of Golf Course Operations
239-593-8522
tdraffen@theoldcolliergc.com

Bonita Bay Club

Golf Club
Bonita Springs, FL
Curtis Tyrell
Director of Golf Course Operations
239-949-5094
curtist@bonitabayclub.net

Colliers Reserve Country Club

Private Golf Club
Naples, FL
Nicholas Von Hofen
General Manager
239-254-2867
gcmaintenance@colliersreserve.com

Del Webb at Ava Maria Country Club

Golf Community
Naples, FL
Jessica Martin
Community Manager
239-455-2001
jmartin@hampton.golf

Bayside Baycreek CDD

Bonita Springs, FL
Community
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

The Brooks CDD

Community
Bonita Springs, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

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Mediterra North and South CDD

Community
Bonita Springs, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Fiddlers Creek I and II CDD

Community
Naples, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Veranda East and West CDD

Community
Ft. Myers, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Moody River Estates CDD

Community
Ft. Myers, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Parklands East and West CDD

Lee County, FL
Community
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Olde Florida Golf Club

Golf Course
Naples, FL
Daren Davis
Superintendent
239-353-4441
darrenjdavis@aol.com

Sarasota National CDD

Community
Tampa, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

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Customer Reference List

Aeration & Fountains Florida

Cascades at Estero

Community
Estero, FL
Linda Yasi
Community Association Manager
239-495-0562
lyasi@swpropmgt.com

The Reserve at Estero

Community
Estero, FL
Candace Pearson
Senior Administrative Assistant
239-433-5510
candace.pearson@alliantproperty.com

Brooks CDD

Community
Bonita Springs, FL
Cleo Crismond
Assistant Regional Manager
239-989-2339
crismondc@whhassociates.com

Pelican Landing CDD

Community
Bonita Springs, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Mediterra CDD

Community
Bonita Springs, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Moody River CDD

Community
Bonita Springs, FL
Cleo Crismond
Assistant Regional Manager
239-989-2939
crismondc@whhassociates.com

Gulf Harbor Master Association

Community
Ft. Myers, FL
John Kupferer
Association Vice President
239-437-0340
johnkupferer@comcast.net

Forest Glen Golf and Country Club

Golf Club
Naples, FL
Tim Kragh
General Manager
239-348-1332
gm@forestglengcc.com

WCI Communities, Inc./ Lennar Homes

Community
Bonita Springs, FL
Cindy Rush
Property Manager
239-398-5663
cindy.rush@lennar.com

Lexington Country Club

Country Club
Ft. Myers, FL
Laurie Mariani
Accounts Payable
239-437-0404, Ext. 204
lmariani@lexingtoncountryclub.com

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Stonebridge Country Club

Golf Course & Community
Naples, FL
Mark Metzger
Golf Course Superintendent
239-825-5741
mmetzger@stonebridgecountryclub.com

Bonita Bay Club

Golf Club
Bonita Springs, FL
Curtis Tyrell
Director of Golf Course Operations
239-949-5094
curtist@bonitabayclub.net

Shadow Wood Preserve

Community
Ft. Myers, FL
James Tanigawa
Community Manager
239-947-9670
james@sterlingpropertyfl.com

Grandeza Master Association

Community
Estero, FL
Chris Jordan
Community Manager
239-273-7365
cjordan@vestapropertyservices.com

Bell Tower Park

Community
Ft. Myers, FL
George Eckhardt
Association Manager
239-774-0723, Ext. 220
g.eckhardt@cmgflorida.com

Crown Colony Community Association

Community
Ft. Myers
Steven Kamel
Community Association Manager
239-454-1101
steven.kamel@alliantproperty.com

Portico

Community
Bonita Springs, FL
Cindy Rush
Community Association Manager
239-398-5663
cindyrush@wcicommunities.com

Garden of Hope/Naples Community Hospital

Commercial Property
Naples, FL
Lee Wehr
Director, Engineering
239-624-2853
lee.wehr@nchmd.org

Pine Lakes

Community
Ft. Myers, FL
Tom Minahan
President
518-331-7791
tom.minahan@ourpinelakes.com

Hideaway Beach

Golf Course
Marco Island, FL
Tom Ryan
Golf Course Superintendent
239-394-5555
tryon@hideawaybeachclub.org

Island County Club

Golf Course
Marco Island, FL
Wayne Kappauf
Superintendent
239-642-5558
wpkaticc@embarqmail.com

Belle Lago HOA

Community
Ft Myers, FL
Patti Shaw
Community Association Manager
239-481-6034
pshaw@castlegroup.com

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AGREEMENT FOR FIELD MAINTENANCE OVERSIGHT SERVICES

THIS AGREEMENT FOR FIELD MAINTENANCE OVERSIGHT SERVICES (this "Agreement") is made and entered into this ____ day of _____, 2019, by and between **WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Collier County, Florida ("District") and **CALVIN, GIORDANO & ASSOCIATES, INC.**, a Florida corporation ("Contractor"). District and Contractor are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

WITNESSETH:

WHEREAS, District has the responsibility for operating and/or maintaining those certain public facilities in accordance with Chapter 190 F.S. including, without limitation, a storm water management system, landscaping preserves, and berms within District's boundaries and certain improvements and facilities outside the boundaries of the District ("CDD Facilities"); and

WHEREAS, District has engaged or will engage periodically certain independent contractors to perform maintenance work on the CDD Facilities ("CDD Maintenance Contractors"); and

WHEREAS, District desires to employ Contractor to provide oversight of the maintenance work of the CDD Facilities and the CDD Maintenance Contractors, and to otherwise provide consultation, advice, guidance, and management to District Manager relating to the CDD Facilities; and

WHEREAS, Contractor has employed, and otherwise has available to it, management and service personnel experienced in providing the services described in this Agreement; and

WHEREAS, Contractor has represented that it can provide such services as required by District; and

WHEREAS, District desires to employ Contractor, as an independent contractor, to provide oversight, consultation, advice, guidance, and management of the CDD Facilities and Contractor desires to provide such oversight, consultation, advice, guidance and management of the CDD Facilities, for the compensation and upon the terms, conditions and provisions set forth in this Agreement.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual benefits provided to each Party by this Agreement, receipt of which is acknowledged by the Parties, it is mutually agreed by and between the Parties as follows:

1. **RECITALS**: The above recitals are true and correct and are incorporated by reference.
2. **TERM**: District engages Contractor as an independent contractor and Contractor accepts such engagement for the term beginning on October 1, 2019. This Agreement shall be continuing in nature unless and until terminated in accordance with Section 3 below or as otherwise provided in this Agreement.
3. **TERMINATION**: District agrees that Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to District; provided, however, that District shall be provided a reasonable opportunity to cure any breach under this Agreement by District. Contractor agrees that District may terminate this Agreement immediately with cause by providing written notice of termination to Contractor. District shall provide ninety (90) days written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets District may have against Contractor. Contractor shall be paid for services rendered up through the date of termination. All obligations arising under this Agreement shall be null and void as of the termination date, except for Contractor's obligations to turn over all District books, records, or other property (including, without limitation, data stored electronically) in Contractor's possession which relate directly or indirectly to District.

4. DUTIES OF CONTRACTOR: In general, Contractor shall provide oversight, consultation, advice, guidance, and management of the CDD Facilities and the CDD Maintenance Contractors. Specifically, the services to be performed by Contractor are set forth on Exhibit "A", attached hereto and incorporated herein by reference (collectively, the "Services"). In addition, to the extent not already included in the scope of services set forth on Exhibit "A", the Services to be performed by Contractor shall also include:

- a. Bruce Bernard, or another representative from Contractor acceptable to District, shall attend all regular meetings of the Board of Supervisors of District in order to provide status reports on Contractor's performance of the Services.
- b. Contractor shall have an option to engage a manager to perform certain Services as delegated to it by Contractor, which manager shall be located in the Southwest Florida area. Prior to Contractor engaging the local manager, District Manager shall, in its sole discretion, have the right to approve or disapprove of any candidates for manager selected by Contractor. Unless otherwise waived by the District Contract shall provide no less than three (3) candidates for the District Manager to review for the manager position. In the event District Manager disapproves of any manager candidate proposed by Contractor, Contractor shall select either from any approved candidates or submit additional candidates for the District Manager to review. The District Manager shall have the right to approve any replacement of the manager by Contractor in the same manner described above; provided, however, that prior to any such final appointment of a replacement Contractor may employ an interim person in said manager position.
- c. Coordinate, oversee and monitor maintenance of any other CDD Facilities as directed by District Manager from time to time.
- d. Contractor shall promptly investigate and make a full written report as to all accidents or claims for damage relating to the ownership, operation and maintenance of the CDD Facilities and the estimated cost of repair. Contractor shall incur no liability for failure, in good faith, to discover facts, which may have changed the outcome of a claim against or by District.
- e. Contractor shall prepare for the District a monthly report, which content shall be the responsibility of the Contractor provided; however, that any and all requests by the District Manager shall be included in the monthly report after which the final report shall be provided to the District Manager at the beginning of each month for the preceding month. The report shall advise District on business matters between District and CDD Maintenance Contractors maintaining CDD Facilities and provide recommended solutions and/or options to the District. Contractor shall maintain files for all such correspondence as well as correspondence received.
- f. Contractor shall prepare SWPPP reports (if applicable) of the CDD property in conjunction with annual NPDES requirements. Contractor shall coordinate with District Manager and other necessary parties to compile the documents and data needed for the submittal of annual NPDES reporting to Collier County. In this regard, Contractor shall complete the NPDES annual submittal form with CDD specific data, and obtain the required signature(s). Upon completion, Contractor shall submit the completed form / package to Collier County. Contractor shall attend annual audit and periodic local County meetings with Collier County for NPDES compliance, and information dissemination.

5. INDEPENDENT CONTRACTOR: This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent contractor under this Agreement and not District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to the Services performed shall be those of Contractor, which policies of Contractor shall not conflict with District, or other government policies, rules or regulations relating to the use of Contractor's funds provided by this Agreement. Contractor agrees that it is a separate and independent enterprise from District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize the skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Contractor and District and District will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. Contractor shall not incur expenses on behalf of District, enter into any contract on behalf of District, either written or oral, or in any other way attempt to obligate or bind District except upon the express prior written approval of District, which approval may be granted, conditioned, or withheld in District's sole and absolute discretion.

6. **INSURANCE**: Contractor shall obtain and carry, at all times during its performance of the Services hereunder, the following insurance:

- a. Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida law and Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease.
- b. Commercial General Liability insurance on comprehensive basis including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than (1,000,000.00) per occurrence, (\$2,000,000.00) aggregate covering all work performed under this Agreement.
- c. Contractual liability insurance covering all liability arising out of the terms of this Agreement.
- d. Automobile liability insurance for bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than (\$1, 000,000.00) combined single limit covering all work performed under this Agreement.

District shall be named as an additional insured on the commercial general liability policy and the policy shall be endorsed that such coverage shall be primary to any similar coverage carried by District. Certificates of insurance acceptable to District shall be filed by Contractor with District prior to the commencement of the Services. Said certificate shall clearly indicate type of insurance, amount and classification in strict accordance with the foregoing requirements. These certificates shall contain a provision that coverage afforded under Contractor's policies will not be cancelled until at least thirty (30) days prior written notice has been given to District by certified mail. All insurance policies required of Contractor shall be issued by a company authorized to do business under the laws of the State of Florida, with a minimum A.M. Best Rating of "A". The acceptance by District of any Certificate of Insurance does not constitute approval or agreement by District that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of this Agreement. Should at any time Contractor fail for any or no reason to maintain the insurance coverage required, District may immediately terminate this Agreement. If the initial or any subsequently-issued certificate of insurance expires prior to the completion of the Services, Contractor shall furnish to District renewal or replacement certificate(s) of insurance not later than thirty (30) calendar days prior to the date of their expiration.

7. **INDEMNIFICATION**: Contractor shall protect, defend, indemnify and hold District and its officers, manager, Board of Supervisors, employees, and agents harmless from and against any and all losses, penalties, damages, professional fees, including attorneys' fees and all costs of litigation and judgments arising out of any willful or intentional misconduct or negligent act, error or omission of Contractor, its sub-consultants, subcontractors, agents or employees, arising out of or incidental to the performance of this Agreement or the Services or other work performed hereunder. Contractor's obligation under this paragraph shall not be limited in any way by the agreed-upon Professional Fees (defined below) as shown in this Agreement or Contractor's limit of, or lack of, sufficient insurance protection.

8. **PROFESSIONAL FEES; ADDITIONAL SERVICES**: District agrees and covenants to pay Contractor certain professional fees ("Professional Fees") for its full and faithful performance of the Services herein. The initial schedule for Professional Fees is set forth on Exhibit "B" attached hereto and made a part hereof. The Professional Fees shall be payable in equal monthly installments at the beginning of each month, and the amount of said Professional Fees may be amended annually as evidenced by the budget adopted by District. In no event shall the total and cumulative amount of fees paid to Contractor under this Agreement exceed the amount of funds annually budgeted for the Services. For the first year of Services, the monthly amount of Professional Fees shall be \$3,917.00. Notwithstanding the fixed monthly fee arrangement, Contractor shall maintain accurate and detailed records of the hours it has actually spent performing the Services with descriptions and categories of the related work performed. Contractor shall provide written documentation of such hours to District upon request, which documentation shall be in a form reasonably acceptable to District.

9. **OTHER SERVICES**: The District Manager of District may engage Contractor to perform necessary work which is outside the scope of the Services (as set forth on Exhibit "A" and described in Section 4 above) ("Additional Work"). The fees paid to Contractor for such Additional Work authorized by the District Manager, however in no event shall the cost of such Additional Work exceed One Thousand Dollars (\$1,000.00) without the prior approval of the Board of Supervisors. Except as expressly provided herein, the Additional Work shall be subject to all other terms and conditions of this Agreement.

10. COSTS AND EXPENSES: District shall pay or reimburse Contractor for all costs which may be incurred by Contractor in the performance of the Services and its obligations, duties and undertakings for District, provided such costs are approved in writing and in advance by District's Manager or District's Board of Supervisors. District shall not be required to reimburse Contractor for salaries of officers (or employees) of Contractor and general overhead of Contractor, as said mentioned items and services are included within the Professional Fees provided. Contractor will give District all discounts, rebates or commissions provided by any supplier or service contractor where applicable. If Contractor advances for and on behalf of District any costs approved by District, then Contractor shall submit a statement of such costs on or about the first of each month for the costs incurred during the prior month. District shall reimburse Contractor for approved costs prior to the twenty-fifth (25th) day of each month for the costs incurred during the prior month.

11. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

12. SEVERABILITY: In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be deleted and the remainder of this Agreement shall be construed to be in full force and effect.

13. EXHIBITS: All the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

14. PERSONS BOUNDING ASSIGNMENT: The provisions of this Agreement shall be binding upon and shall inure to the benefits of all Parties and their respective successors, legal representatives and assigns. Notwithstanding the preceding, neither Party shall be permitted to assign this Agreement without the written consent of the other Party. No person or entity shall be deemed to be a third-party beneficiary of this Agreement or any portion of it.

15. COMPLETE AGREEMENT: This Agreement (and any exhibits or proposals expressly incorporated) constitutes the entire and complete agreement between the Parties and supersedes all prior correspondence, discussions, agreements and understandings between the Parties relating to the matters contained.

16. MODIFICATIONS: This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by both Parties.

17. WAIVER: No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the Party against whom such waiver is asserted. In any event, no waiver shall operate or be constructed as a waiver of any future required action or of any subsequent breach.

18. CONSTRUCTION OF THIS AGREEMENT:

(a) TITLES: The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect of it.

(b) ORDER OF PARAGRAPHS: This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear.

(c) PRONOUNS: Pronouns used shall refer to every other and all genders and any word used shall refer to the singular or plural as required or appropriate to the context.

(d) FLORIDA LA WS: This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

(e) NEGOTIATION OF AGREEMENT: The Parties have participated fully in the negotiation and preparation of the Agreement and accordingly, this Agreement shall not be more strictly construed against one or the other Parties.

(f) INTERPRET TO BIND AND TO DO JUSTICE: This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions of this Agreement and, at the same time, to do justice to all Parties in the event of doubt or ambiguity as to any term, expression or meaning.

19. NOTICES: All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand-delivered, delivered by overnight courier or express mail, or mailed through the United States Postal Service, to the Party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Wentworth Estates Community Development District

c/o JPWard and Associates, LLC

2900 Northeast 12th Terrace, Ste. 1

Oakland Park, Florida, 33334

IF TO CONTRACTOR:

Calvin, Giordano & Associates, Inc.

Attn: Dennis J. Giordano

1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the Party in accordance with the foregoing and with the proper amount of postage affixed.

20. COUNTERPARTS: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

21. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS: In the event of litigation arising out of either Party's obligations under this Agreement, sole and exclusive venue for any action shall lie in Collier County, Florida and the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party, including, but not limited to, trial level fees, bankruptcy fees and appellate fees.

(Remainder of Page Intentionally Left Blank---Signatures Begin on Next Page)

The Parties execute this Agreement and further agree that it shall take effect as of the date first written above.

DISTRICT:

Attest: **WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Dated: _____

By: _____
Wentworth Estates CDD, Chairman

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.,
a Florida Corporation

By: _____

Print Name: _____

Title: _____

Dated: _____



DENNIS GIORDANO

PRESIDENT

8/1/19

**WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT
FIELD ASSET MANAGEMENT - SCOPE OF SERVICES
EXHIBIT "A"**

The scope of services under this section shall include oversight, consultation, and contract management services and for the CDD's Maintenance Contractors tasked with maintaining these areas. Specific services include:

1. Procurement and Bidding Scope of Services

A. General Outline:

The scope of services under this section includes establishing procurement guidelines and bidding services. The procurement guidelines will establish rules and regulations for purchasing requirements based on total purchase cost. The goal is to develop a procurement procedure that does not hinder day to day activities, but ensure cost effective purchasing and bidding for all services.

- I. Establish Procurement Procedures & Guidelines.
- II. Establish limits of authority for services.

B. Prepare Base Contract for all Services

- I. Establish base contract tailored for Wentworth Estates which can be utilized for all services purchased.

C. Prepare Specifications and Exhibits for Specific Services

- I. Create specifications utilizing industry standards (ASTM, ASCE, etc.) for each specific service being procured.
- II. Produce Complete Bid Package (Contract, Specifications, Reports, Plans, Exhibits)

D. Bidding Services

- I. Distribute complete bid packages to all interested, qualified service providers.
- II. Coordinate Pre-Bid Meeting to allow for site visits and any last Inquiries from service providers.
- III. Respond to all service providers in writing and issue bid document addenda as necessary.
- IV. Review submitted bid packages to establish the lowest responsive service provider.
- V. Matrix of value, experience, references and insurance requirements.
- VI. Provide recommendation for award to the provider which poses the best value to the CDD.

E. Negotiation and Contract Execution

- I. Provide final negotiations to establish unit rates and Not To Exceed contractual amounts.

- II. Obtain required Certificates of Insurance listing CDD as additional insured.
- III. Obtain fully executed contract documents.
- IV. Retain files of all bid packages submitted, contracts executed, insurance certificates, etc. both hard copy and electronically.

2. Operations and Maintenance Services.

A. Programs subject to the operations and maintenance Field Asset Management.

- I. Stormwater Management System.
 - 1. Lakes and Ponds, including aerators.
 - 2. Wetlands
 - 3. Littoral Shelves Monitoring and Plantings
- II. Street Lighting (if applicable)
- III. District Roadways (if applicable)

B. Reading and becoming familiar with the CDD's permits and any governing documents for the purposes of delivery of the services described herein.

C. Coordinate, oversee and monitor the programs to include:

- I. Participate in weekly walk-throughs and on-site inspections of the systems with the CDD Maintenance Contractor(s).
- II. Review Weekly/Monthly Reports provided by the CDD Maintenance Contractor(s)
- III. Coordination with outside vendors for regular maintenance and emergency repairs to damaged components on an as-need basis, with 2 hour emergency response team, and 24 hour emergency response via coordination with outside Vendors to repair damaged facilities.
- IV. Review Maintenance contractor pay applications against purchase order/contract quantities and requirements and provide recommended payment due.
- V. Properly coded and submitted pay applications to District Accounting for timely payment.
- VI. Respond and coordinate CDD Maintenance Contractor(s) responses to emergency situations.

3. Asset Monitoring:

- A. Observe and document necessary repairs to the District's Stormwater Management System Components via regular inspections, including lake aerators.
- B. Obtain quotes from Qualified Contractors and Vendors to perform additional maintenance and repairs to the District's Stormwater Management System, as necessary based on the observations and inspections, above.
- C. Oversee and monitor the additional maintenance and repairs above, and report to the District Manager providing recommendations for issuance of purchase orders and other coordination as necessary with the District Manager.

- D. Coordinate with District's Aquatic Maintenance Vendor for yearly "Fixed Structures Inspection", which shall include review of the Vendor's report, field confirmation of any items needing repair and coordination of quotes and overseeing of work, pursuant to items band c, above.

4. NPDES Compliance / Reporting

- A. Prepare quarterly SWPPP reports (if applicable) of the CDD property in conjunction with annual NPDES requirements. Coordinate with District Manager and other necessary parties to compile the documents and data needed for the submittal of annual NPDES reporting to Collier County.
- B. Complete the NPDES annual submittal form with CDD specific data, and obtain the required signature(s). Upon completion, submit the completed form / package to Collier County.
- C. Attend annual audit and periodic local County meetings with Collier County for NPDES compliance, and information dissemination.

5. Administrative Services:

- A. Maintain electronic files for all correspondence, reports, contracts, purchase orders and documents relating to these services and upload all documents to the District's electronic filing system and have a representative attend meetings of the CDD's Board of Supervisors as deemed reasonably necessary by the District Manager in his sole and absolute discretion to present reports to the District's Board of Supervisors.
- B. Prepare and advise the District Manager on business matters between the CDD and the Maintenance Contractor(s) maintaining the systems and services provided by the District.

**WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT
EXHIBIT "B"**

<u>Description of Service</u>	<u>Hourly Rate</u>	<u>Hours</u>	<u>Total Fee</u>
WATER MANAGEMENT SERVICES			
Procurement and Bidding Services	\$ 100.00	18	\$ 1,800.00
Prepare Scope of Service for Contract	\$ 100.00	18	\$ 2,500.00
Prepare Specifications and Exhibits	\$ 100.00	12	\$ 1,200.00
Negotiation and Contract Execution	\$ 100.00	8	\$ 800.00
Operations and Maintenance Services	\$ 100.00	232	\$ 23,200.00
Administrative Services	\$ 75.00	100	\$ 7,500.00
Sub-Total			\$ 37,000.00
ASSET MONITORING			
Procurement and Bidding Services	\$ 100.00	12	\$ 1,200.00
Prepare Scope of Service for Contract	\$ 100.00	12	\$ 1,200.00
Prepare Specifications and Exhibits	\$ 100.00	15	\$ 1,500.00
Negotiation and Contract Execution	\$ 100.00	25	\$ 2,500.00
Operations and Maintenance Services	\$ 100.00	21	\$ 2,100.00
Administrative Services	\$ 75.00	20	\$ 1,500.00
Sub-Total:			\$ 10,000.00
Total:			\$ 47,000.00

Calvin, Giordano & Associates, Inc.

RESOLUTION 2020-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, in accordance with the provisions of Chapter 189.415, Florida Statutes, the District is required to file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities; and

WHEREAS, in accordance with the above referenced Statute, the District shall also publish quarterly, semiannually, or annually its regular meeting schedule in a newspaper of general paid circulation in the County in which the District is located and shall appear in the legal notices section of the classified advertisements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES DEVELOPMENT DISTRICT:

SECTION 1. DESIGNATION OF DATES, TIME AND LOCATION OF REGULAR MEETINGS

a. **Date:**

October 10, 2019	November 14, 2019
December 12, 2019	January 9, 2020
February 13, 2020	March 12, 2020
April 9, 2020	May 14, 2020
June 11, 2020	July 9, 2020
August 13, 2020	September 10, 2020

b. **Time:** **8:00 A.M.** (Eastern Standard Time)

c. **Location:** **TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida 34113.**

SECTION 2. Sunshine Law and Meeting Cancellations and Continuations. The meetings of the Board of Supervisors are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The District by and through its District Manager may cancel any meeting of the Board of Supervisors and all meetings may be continued to a date, time, and place to be specified on the record at the hearings or meeting.

SECTION 2. Conflict. That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisor’s in conflict are hereby repealed to the extent of such conflict.

RESOLUTION 2020-1

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

SECTION 2. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Wentworth Estates Community Development District.

PASSED AND ADOPTED this 25th day of September, 2018.

ATTEST:

**WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

James P. Ward, Secretary

Joseph Newcomb, Chairman

Wentworth Estates Community Development District

Financial Statements

August 31, 2019



Prepared by:

JPWARD AND ASSOCIATES LLC

2900 NORTHEAST 12th TERRACE

Suite 1

OAKLAND PARK , FLORIDA 33334

E-MAIL: JIMWARD@JPWARDASSOCIATES.COM

PHONE: (954) 658-4900

Wentworth Estates Community Development District

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JPWard & Associates LLC

2900 Northeast 12th Terrace

Suite 1

Oakland Park, Florida 33334

Phone: (954) 658-4900

Wentworth Estates Community Development District
Balance Sheet
for the Period Ending August 31, 2019

	Governmental Funds				Totals (Memorandum Only)
	Account Groups				
	General Fund	Debt Service Fund Series 2018	General Long Term Debt	Fixed Assets	
Assets					
Cash and Investments					
General Fund - Invested Cash	\$ -	\$ -	\$ -	---	\$ -
General Fund - Hancock Bank	\$ 104,360				\$ 104,360
Construction Account	-	-	-		-
Debt Service Fund					
Interest Account	-	125,339	-		125,338.65
Sinking Account	-	-	-		-
Reserve Account	-	579,988	-		579,988.13
Revenue	-	736,177	-		736,177.26
Prepayment Account	-	-	-		-
Deferred Cost Account	-	-	-		-
Capital Project Fund - Series 2018					
Due from Other Funds					
General Fund	-	-	-		-
Debt Service Fund(s)	-	58	-		57.53
Market Valuation Adjustments					
Accrued Interest Receivable					
Assessments Receivable					
Prepaid Expenses					
Amount Available in Debt Service Funds	-	-	1,441,562		1,441,561.57
Amount to be Provided by Debt Service Funds	-	-	23,783,438		23,783,438.43
Investment in General Fixed Assets (net of depreciation)	-	-	-	45,257,809	45,257,809.00
Total Assets	\$ 104,360	\$ 1,441,562	\$ 25,225,000	\$ 45,257,809	\$ 72,028,730

Wentworth Estates Community Development District
Balance Sheet
for the Period Ending August 31, 2019

	Governmental Funds				Totals (Memorandum Only)
	General Fund	Debt Service Fund Series 2018	Account Groups		
			General Long Term Debt	Fixed Assets	
Liabilities					
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -		-
Due to Other Funds					-
General Fund	-	-	-		-
Debt Service Fund(s)	58	-	-		58
Loan - TB Master Turnover, Inc.	-				-
Due to Bondholders					-
Bonds Payable					-
Current Portion	-	-	1,005,000		1,005,000
Long Term	-	-	24,220,000		24,220,000
Matured Bonds Payable	-	-	-		-
Matured Interest Payable	-	-	-		-
Total Liabilities	\$ 58	\$ -	\$ 25,225,000	\$ -	\$ 25,225,058
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	45,257,809	45,257,809.00
Fund Balance					
Restricted					
Beginning: October 1, 2018 (Audited)	-	1,376,397	-		1,376,397.39
Results from Current Operations	-	65,164	-		65,164.18
Unassigned					
Beginning: October 1, 2018 (Audited)	46,892	-	-		46,891.81
Results from Current Operations	57,410	-	-		57,410.27
Total Fund Equity and Other Credits	\$ 104,302	\$ 1,441,562	\$ -	\$ 45,257,809	\$ 46,803,673
Total Liabilities, Fund Equity and Other Credits	\$ 104,360	\$ 1,441,562	\$ 25,225,000	\$ 45,257,809	\$ 72,028,730

Prepared by:

JPWARD and Associates, LLC

Wentworth Estates Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2019

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward	-	-	-	-	-	-	-	-	-	-	-	-	0	
Interest														
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	1,200	0%
Special Assessment Revenue														
Special Assessments - On-Roll	-	97,666	119,240	17,011	12,747	7,382	4,265	1,105	2,689	8	-	262,112	257,575	102%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	0	N/A
Miscellaneous Revenue														
	-	-	-	-	-	-	-	-	-	-	-	-	0	N/A
Intergovernmental Transfers In														
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue and Other Sources:	0	97,666	\$119,240	\$17,011	\$12,747	\$7,382	\$4,265	\$1,105	\$2,688.53	\$7.50	\$0.00	262,112	\$ 258,775	101%
Expenditures and Other Uses														
Legislative														
Board of Supervisor's - Fees	-	-	-	-	-	1,000	-	1,000	-	1,000	-	3,000	2,500	120%
Board of Supervisor's - Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Executive														
Professional Management	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	45,833	50,000	92%
Financial and Administrative														
Audit Services	-	-	-	4,600	-	-	-	-	-	-	-	4,600	4,500	102%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	14,667	16,000	92%
Assessment Roll Services	667	667	667	667	667	667	667	667	667	667	667	7,333	8,000	92%
Assessment Methodology Services	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	-	500	0%
Other Contractual Services														
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Advertising	-	-	-	-	5,906	-	-	-	-	-	6,791	12,697	2,900	438%
Trustee Services	-	-	-	-	-	8,331	-	-	-	-	-	8,331	8,400	99%
Dissemination	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Property Appraiser/Tax Collector Fees	-	645	-	-	-	-	-	-	-	-	-	645	25,000	3%
Bank Service Charges	41	45	27	-	-	-	6	21	18	27	29	214	800	27%
Travel and Per Diem														
	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services														
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	-	-	-	61	-	9	207	1,784	62	51	274	2,448	600	408%
Insurance														
	-	-	59,964	-	-	-	-	-	-	-	-	59,964	61,000	98%
Printing & Binding														
	-	-	-	320	-	-	-	97	-	275	-	691	500	138%
Website Development														
	50	50	50	50	50	50	-	100	50	50	50	550	1,200	46%
Subscription & Memberships														
	-	175	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services														

Wentworth Estates Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through August 31, 2019

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Annual Budget	% of Budget
Legal - General Counsel	-	1,325	4,545	-	171	428	-	2,038	-	86	-	8,592	5,500	156%
Legal - Foreclosure Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Tax Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Bond/Disclosure Counsel	-	-	4,246	-	-	-	-	-	-	-	-	4,246	-	N/A
Other General Government Services														
Engineering Services - General Fund	-	-	-	350	-	-	700	225	9,253	3,064	13,774	27,365	5,500	498%
Appraisal Services	-	-	-	-	-	-	-	2,500	-	-	-	2,500	N/A	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	N/A	N/A
Road and Street Services														
Repairs and Maintenance				850								850	-	N/A
Bridge Inspection Report	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Reserves														
Operations	-	-	-	-	-	-	-	-	-	-	-	-	50,700	N/A
Sub-Total:	6,258	8,406	74,999	12,397	12,294	15,984	7,079	13,932	15,549	10,719	27,085	204,702	258,775	79%
Total Expenditures and Other Uses:	\$ 6,258	\$ 8,406	\$ 74,999	\$ 12,397	\$ 12,294	\$ 15,984	\$ 7,079	\$ 13,932	\$ 15,549	\$ 10,719	\$ 27,085	204,702	\$ 258,775	79%
Net Increase/ (Decrease) in Fund Balance	(6,258)	89,260	44,241	4,614	454	(8,602)	(2,814)	(12,827)	(12,860)	(10,712)	(27,085)	57,410	-	
Fund Balance - Beginning	46,892	40,634	129,893	174,134	178,748	179,202	170,600	167,786	154,959	142,099	131,388	46,892	27,882	
Fund Balance - Ending	\$ 40,634	\$ 129,893	\$ 174,134	\$ 178,748	\$ 179,202	\$ 170,600	\$ 167,786	\$ 154,959	\$ 142,099	#####	\$ 104,302	104,302	\$ 27,882	

Wentworth Estates Community Development District
 Debt Service Fund - Series 2018 Bonds
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through August 31, 2019

Description	October	November	December	January	February	March	April	May	June	July	August	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources														
Carryforward														-
Interest Income														
Revenue Account	49	51	50	214	378	433	516	515	174	177	156	2,714	100	N/A
Reserve Account	143	148	143	148	148	133	148	143	148	143	123	1,568	300	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Account	147	152	35	32	32	29	32	35	32	31	27	582	300	N/A
Sinking Fund Account	-	-	-	-	-	-	-	8	-	-	-	8	100	N/A
Special Assessment Revenue														
Special Assessments - On-Roll	-	748,660	914,032	130,399	97,713	56,588	32,696	8,470	20,609	58	-	2,009,225	1,974,169	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Discounts on Bonds														
Proceeds from Refunding Bonds														
2018 Refinance (2006 Bonds)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)														
Total Revenue and Other Sources:	\$ 339	\$ 749,011	\$ 914,260	\$ 130,793	\$ 98,271	\$ 57,183	\$ 33,392	\$ 9,171	\$ 20,963	\$ 408	\$ 306	2,014,097	\$ 1,974,969	N/A
Expenditures and Other Uses														
Property Appraiser/Tax Collector Fees														-
Debt Service														
Principal Debt Service - Mandatory														
Series 2018 Bonds	-	-	-	-	-	-	-	1,005,000	-	-	-	1,005,000	\$ 1,005,000	N/A
Principal Debt Service - Prepayments														
Series 2018 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense														
Series 2018 Bonds	-	469,496	-	-	-	-	-	469,496	-	-	-	938,993	938,993	N/A
Foreclosure Counsel														
Property Appraiser & Tax Collector	-	4,940	-	-	-	-	-	-	-	-	-	4,940	-	N/A
Pymt to Refunded Bonds Escrow Agent														
2018 Refinance (2006 Bonds)	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfers Out														
Total Expenditures and Other Uses:	\$ -	\$ 474,437	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,474,496.27	\$ 0.00	\$ 0.00	\$ 0.00	1,948,933	\$ 1,943,993	N/A
Net Increase/ (Decrease) in Fund Balance	339	274,574	914,260	130,793	98,271	57,183	33,392	(1,465,325)	20,963	408	306	65,164	30,976	
Fund Balance - Beginning	1,376,397	1,376,736	1,651,310	2,565,570	2,696,364	2,794,634	2,851,818	2,885,210	1,419,885	1,440,847	1,441,256	1,376,397	-	
Fund Balance - Ending	\$ 1,376,736	\$ 1,651,310	\$ 2,565,570	\$ 2,696,364	\$ 2,794,634	\$ 2,851,818	\$ 2,885,210	\$ 1,419,885	\$ 1,440,847	\$ 1,441,256	\$ 1,441,562	1,441,562	\$ 30,976	