CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS MEETING MARCH 19, 2014

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AGENDA March 19, 2014 at 3:30 p.m.

Located at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912

| District Board of Supervisors | J. Keith Sherman John Kirkbride Floyd "Butch" Johnston James Ratz Jonathan Pentecost | Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary |
|-------------------------------|--|--|
| District Manager | Molly Syvret | Rizzetta & Company, Inc. |
| District Counsel | Jere Earlywine | Hopping Green & Sams, P.A. |
| District Engineer | Carl Barraco | Barraco & Associates, Inc. |

All Cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **3:30 p.m**. with the first section which is called Audience Comments. The Audience Comment portion of the agenda is where individuals may comment on matters for which the Board may be taking action or that may otherwise concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Items.** The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. The fourth section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called Supervisor Requests and Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. Agendas can be reviewed by contacting the Manager's office at (239) 936-0913 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (239) 936-0913, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE • 9530 MARKETPLACE ROAD, SUITE 206 • FORT MYERS, FL 33912

March 11, 2014

Board of Supervisors **Catalina at Winkler Preserve Community Development District**

AGENDA

Dear Board Members:

The special meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District will be held on Wednesday, March 19, 2014 at 3:30 p.m. at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912. The following is the advance agenda for this meeting.

| 1. CALL TO ORDER/ROLL CAI |
|---------------------------|
|---------------------------|

2. **AUDIENCE COMMENTS**

BUSINESS ADMINISTRATION 2

| э. | BUS. | INESS ADVIINIST KATION | |
|----|------------|---|-------|
| | А. | Consideration of the Minutes of the Board of Supervisor's | |
| | | Meeting held on February 19, 2014 | Tab 1 |
| | В. | Consideration of the Operation and Maintenance Expenditures | |
| | | For the Month of February 2014 | Tab 2 |
| 4. | BUS | INESS ITEMS | |
| | A. | Consideration of Proposals for Aerator and Fountain | |
| | | Maintenance | Tab 3 |
| | В. | Consideration of Proposals for Lake Bank Remediation | Tab 4 |
| | С. | Consideration of Resignation of Board Supervisor Jonathan | |
| | | Pentecost | Tab 5 |
| 5. | STA | FF REPORTS | |
| | А. | District Counsel | |
| | В. | District Engineer | |
| | С. | District Manager | |
| 6. | SUP | ERVISOR REQUESTS AND COMMENTS | |

ADJOURNMENT 7.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (239) 936-0913.

Very truly yours,

Molly Syvret Synt

District Manager

cc: Jere Earlywine, Hopping Green & Sams, PA Charles Bowen, Hopping Green & Sams, PA

Tab 1

MINUTES OF MEETING

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District was held on **Wednesday**, **February 19, 2014 at 3:39 p.m.** at the office of Rizzetta & Company, Inc., 9530 Marketplace Road, Suite 206, Fort Myers, FL 33912.

Present and constituting a quorum:

| Keith Sherman | Board Supervisor, Chairman |
|----------------|--|
| Butch Johnston | Board Supervisor, Assistant Secretary |
| James Ratz | Board Supervisor, Assistant Secretary |

Also present were:

| John Kirkbride | Board Supervisor, Vice Chairman |
|--------------------|---|
| | (via speaker phone) |
| Jonathan Pentecost | Board Supervisor, Assistant Secretary |
| | (via speaker phone) |
| Molly Syvret | District Manager, Rizzetta & Company, Inc. |
| Chuck Bowen | District Counsel, Hopping Green & Sams, P.A. |
| Carl Barraco | District Engineer, Barraco & Associates, Inc. |
| Audience | |

FIRST ORDER OF BUSINESS Call to Order

Ms. Syvret called the meeting to order and conducted roll call.

| SECOND ORDER OF BUSINESS | Audience Comments |
|--------------------------|-------------------|
|--------------------------|-------------------|

Ms. Syvret opened the floor for audience comments and questions. There were none.

| THIRD ORDER OF BUSINESS | Consideration of the Minutes of the |
|-------------------------|---------------------------------------|
| | Board of Supervisors' Meeting held on |
| | August 21, 2013 |

Ms. Syvret presented the minutes of the Board of Supervisors' Meeting held on August 21, 2013. She asked if there were any revisions to the minutes. There were none.

On a Motion by Mr. Sherman, seconded by Mr. Johnston, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on August 21, 2013, for the Catalina at Winkler Preserve Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Operation and Maintenance Expenditures for the Months of August, September, October, November, and December 2013 and January 2014

Ms. Syvret stated the next item on the agenda was consideration of the Operation and Maintenance Expenditures for August 2013 (\$5,585.26), September 2013 (\$9,954.95), October 2013 (\$15,003.68), November 2013 (\$4,486.55), December 2013 (\$6,935.94), and January 2014 (\$8,009.29). She asked if there were any questions related to the operations and maintenance expenditures as presented. Discussion ensued related to the Barraco and Associates invoices for October 2013 related to the drainage issue.

On a Motion by Mr. Sherman, seconded by Mr. Ratz, with all in favor, the Board approved the Operation and Maintenance Expenditures for the months of August, September, October, November, and December 2013 and January 2014, for the Catalina at Winkler Preserve Community Development District.

FIFTH ORDER OF BUSINESS

Discussion Regarding Pool Cage/Deck Variance Request Concerning Lot 68

Mr. Barraco explained that Mr. Gavin, who is present representing the property seeking the variance, is a member of the same engineering firm as he, and advised that if the Board felt this presented a conflict, either one of them would be willing to step aside as it relates to this matter. No concerns of conflict were expressed. Ms. Syvret suggested that since it had been a while since this matter had initially come before the Board, that the property owner briefly review the specifics related to the request and what steps had been taken to date. Mr. Newel, a representative of the owner of lot 68 reviewed the lot location and proposed pool location, which is desired to be installed as a result of a medical condition which requires swimming for therapy. The dimensions of a standard size pool were discussed and it was explained that in order to put in a standard size pool, it would need to extend 4 feet into the 18' rear drainage easement. Mr. Gavin, of Barraco and Associates, representing the homeowner, provided a detail of the drainage plan for the lot and explained that it is not certain that the capacity of flow in the swale would not be affected by the improvement; but to take a conservative approach, the homeowner is willing to add additional pipe which would increase the capacity of the swale. Mr. Gavin advised that the request has been submitted to the County, which has approved a limited modification of development order subject to receipt of a vacation of easement from the CDD and approval of the modification from South Florida Water Management District. He further explained that the reason they haven't pursued a modification with SFWMD yet is because the permit is in the name of the CDD and they need the CDD's consent to do so. Discussion ensued. The District Engineer advised that based on the information that has been presented, he is of the opinion there is no effect on the effectiveness of the system.

Mr. Pentecost made a motion, which was seconded by Mr. Ratz, to approve the request for vacation of 4' of the 18' drainage easement. Discussion ensued.

On a revised Motion by Mr. Pentecost, seconded by Mr. Ratz, with three in favor and two opposed, the Board approved vacation of 4' of the 18' drainage easement and advised Staff to cooperate in the modification of the ERP, related to the lot 68 Pool Cage/Deck, for the Catalina at Winkler Preserve Community Development District.

Mr. Pentecost left the meeting in progress.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2014-01, Resetting the Public Hearing Related to the Rules of Procedure

Ms. Syvret provided an overview of the Resolution, advising the public hearing was originally scheduled for November 20, 2013 but due to that meeting being cancelled, it was rescheduled to today's date, and that all required advertisements were run.

On a Motion by Mr. Sherman, seconded by Mr. Johnston, with three in favor and one opposed, the Board adopted Resolution 2014-01, Resetting the Public Hearing on the Rules of Procedure from November 20, 2013 to today's date, February 19, 2014, for the Catalina at Winkler Preserve Community Development District.

SEVENTH ORDER OF BUSINESS

Public Hearing Related to the Rules of Procedure

On a Motion by Mr. Sherman, seconded by Mr. Ratz, with all in favor, the Board opened the Public Hearing Related to the Rules of Procedure, for the Catalina at Winkler Preserve Community Development District.

Mr. Bowen provided an overview of the Rules of Procedure. He noted for the record that no members of the public are present, as they left prior to the hearing.

On a Motion by Mr. Johnston, seconded by Mr. Sherman, with all in favor, the Board closed the Public Hearing Related to the Rules of Procedure, for the Catalina at Winkler Preserve Community Development District.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2014-02, Adopting Rules of Procedure of the District

Mr. Bowen advised that adoption of the Resolution would effectively adopt the proposed Rules of Procedure of the District.

On a Motion by Mr. Kirkbride, seconded by Mr. Johnston, with all in favor, the Board adopted Resolution 2014-02, Adopting Rules of Procedure of the District, for the Catalina at Winkler Preserve Community Development District.

NINTH ORDER OF BUSINESS

Discussion Regarding Lake Bank Repairs/Restoration

Mr. Barraco provided an overview of two proposals he received from Copeland Southern Enterprises related to repair of the banks at lakes 1 and 3. He explained the proposals came in higher than initially anticipated due to the amount of fill that needs to be brought in and the work areas being tight. Mr. Barraco noted that the west and east lakes were in the worst condition and suggested coming up with a plan to phase the work if there are budgetary constraints in completing all of the work at once. Discussion ensued. The Board requested Mr. Barraco to obtain additional proposals and bring them back for review at a special meeting on March 19, 2014.

It was noted that with the water levels now down, it would be a good time to proceed with repair of the lines related to the aerator/fountain that had become exposed on the lake bank. Ms. Syvret advised she would contain the aerator/fountain maintenance company first to see if they could complete the repair, and if they could not, she would contact an electrician.

TENTH ORDER OF BUSINESS Staff Reports

- A. District Counsel Mr. Bowen advised he had no report.
- B. District Engineer Mr. Barraco advised he had no further report.
- C. District Manager
 Ms. Syvret announced that a special meeting of the Board of Supervisors will be held on March 19, 2014 at 3:30 pm.

Ms. Syvret that she was working on resolving a few additional issues brought up the SFWMD in an effort to obtain release from the monitoring program. She also provided an update relating to recent issues relating to repair of the aerators. Discussion ensued. The Board requested Ms. Syvret to obtain proposals for aerator and fountain maintenance services.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Ms. Syvret opened the floor for Supervisor requests and comments. There were none.

TWELFTH ORDER OF BUSINESS

Adjournment

Ms. Syvret stated there are no other agenda items to come before the Board. She asked for a motion to adjourn the meeting.

On a Motion by Mr. Sherman, seconded by Mr. Johnston, with all in favor, the Board adjourned the meeting at 5:15 p.m. for the Catalina at Winkler Preserve Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 9530 MARKETPLACE ROAD · SUITE 206 · FT. MYERS, FLORIDA 33912

Operation and Maintenance Expenditures February 2014 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2014 through February 28, 2014. This does not include expenditures previously approved by the Board.

The total items being presented:

\$9,523.10

Approval of Expenditures:

____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Catalina at Winkler Community Development District

Paid Operation & Maintenance Expenses

February 1, 2014 Through February 28, 2014

10101 - Cash-Operating Account

| Vendor Name | Check Number | Invoice Number | Invoice Description | Inv | oice Amount |
|---|--------------|----------------------|--|-----|-------------|
| Allstate Resource Management, Inc. | 0777 | 100037 | Lake & Mitigation Maintenance 02/14 | \$ | 450.00 |
| Allstate Resource Management, Inc. | 0770 | 100294 | Fountain Aerator Maintenence Qtr 01/14 | \$ | 350.00 |
| Allstate Resource Management, Inc. | 0767 | 99399 | Lake & Mitigation Maintenance 01/14 | \$ | 450.00 |
| Barraco and Associates, Inc. | 0778 | 14530 | Engineering Services 02/14 | \$ | 1,300.00 |
| Breeze Corporation | 0768 | 94590 | Acct # L00993 Legal Advertising 01/14 | \$ | 46.00 |
| Breeze Corporation | 0768 | 94670 | Acct # L00993 Legal Advertising 01/14 | \$ | 106.00 |
| Breeze Corporation | 0774 | 94858 | Acct # L00993 Legal Advertising 02/14 | \$ | 45.00 |
| Catalina at Winkler Homeowner's Association, Inc. | s 0775 | Jan-14 | Reimb Electric Util to CDD Aerator Sys 01/14 | \$ | 140.00 |
| Florida Power and Light Company | 0771 | 09846-68343 01/14 | 17043 Tremont St #Aerator 01/14 | \$ | 168.28 |
| Florida Power and Light Company | 0771 | 11246-08348 01/14 | 17213 Wrigley Cir #Aerator 01/14 | \$ | 75.32 |
| Floyd Johnston | 0779 | FJ021914 | Board of Supervisors Meeting 02/19/14 | \$ | 200.00 |
| James Ratz | 0782 | JR021914 | Board of Supervisors Meeting 02/19/14 | \$ | 200.00 |
| John E. Kirkbride | 0780 | JK021914 | Board of Supervisors Meeting 02/19/14 | \$ | 200.00 |
| Jonathan Pentecost | 0781 | JP021914 | Board of Supervisors Meeting 02/19/14 | \$ | 200.00 |
| Keith Sherman | 0783 | KS020914 | Board of Supervisors Meeting 02/19/14 | \$ | 200.00 |
| Lee County Comm Dev/Public Works Center | 0776 | 1881 | Annual Regulatory Program & Surveillance Fee 2014 | \$ | 525.00 |
| Prager & Co., LLC | 0772 | 4953 | Annual Dissemination Agent Fee FY 2013- 2014 | \$ | 1,000.00 |

Catalina at Winkler Community Development District

Paid Operation & Maintenance Expenses

February 1, 2014 Through February 28, 2014

10101 - Cash-Operating Account

| Vendor Name | Check Number | Invoice Number | Invoice Description | Inv | voice Amount |
|--------------------------|--------------|----------------|--------------------------------|-----------|--------------|
| Rizzetta & Company, Inc. | 0769 | 16252 | District Management Fees 02/14 | \$ | 3,357.50 |
| Sweeperman of SW FL Inc | 0773 | 106RZC | Stormwater System Check | \$ | 510.00 |
| Report Total | | | | <u>\$</u> | 9,523.10 |

zto

RESOURCE MANAGEMENT 6900 SW 21st Court, Unit #9 Davie, Florida 33317

6900 SW 21st Court, Unit #9

Davie, Florida 33317

Invoice

100037

| Bill To | | Contact Us | | |
|----------------------------|--------------------|--|---------------|------------------------------|
| Catalina at Winkler C.D.D. | | | info@allstate | emanagement.com |
| Rizzetta d | & Company, Inc. | | Phone: | (954) 382-9766 |
| 9530 Ma Suite 206 | rketplace Road | | Fax: | (954) 382-9770 |
| Fort Mye | ers, Florida 33912 | | Please retain | this portion for your record |
| | | JAN 272014 | | |
| | | Jane Media Hizzenhi er Du. Ins. | | |
| Due Date Terms | 2/1/2014 | O/M approval and a start a sta | | |
| Account # PO # | 1728 | Fund <u>001</u> (153800 00 <u>4605</u> | | |
| 10# | | Check# | | |

| Description | A | mount Due |
|--|-------------|-----------|
| Lake Management Services | | 325.00 |
| Lake Management Services-Littoral Shelves | | 125.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Total | \$450.00 |
| | | |
| Catalina at Winkler C.D.D. Rizzetta & Company, Inc. | . Invoice # | 100037 |
| 9530 Marketplace Road | Account # | 1728 |
| Suite 206 Fort Myers, Florida 33912 | | |
| | · · · | |
| | Amount s | |
| ALLSTATE RESOURCE MANAGEMENT, INC. | Enclosed: | • |

Please return this portion with your payment

RESOURCE MANAGEMENT 6900 SW 21st Court, Unit #9 Davie, Florida 33317

Invoice

100294

.

| Bill To | Bill To | | Contact Us | | |
|--------------------------------|-------------------------------------|---|---------------|-------------------------------|--|
| Catalina at Winkler C.D.D. | | ir | nfo@allstate | emanagement.com | |
| | & Company, Inc. | | Phone: | (954) 382-9766 | |
| 9530 Ma Suite 206 | rketplace Road | | Fax: | (954) 382-9770 | |
| | ors, Florida 33912 | JERE NECONTRECIENCE FEB 0 3 2014 | Please retain | this portion for your records | |
| Due Date Terms Account # | 1/30/2014 Due on receipt 1728 | DVM approval 1003 Uac $2/12/14$ Date entered <u>FEB 0 6 2014</u> Fund 001 GIS3800 OC 4601 | | | |
| PO # | | Chackit | | | |

| Description | | Amount Due |
|--|-------|-------------------|
| Fountain/Aerator Maintenance Services Recurring Quarterly with BUlb Replacement | | 350.00 |
| | | |
| | | |
| · · · · · · · · · · · · · · · · · · · | Total | \$350.00 |

Catalina at Winkler C.D.D.Invoice #100294Rizzetta & Company, Inc.9530 Marketplace RoadAccount #1728Suite 206Fort Myers, Florida 339121728

ALLSTATE RESOURCE MANAGEMENT, INC. 6900 SW 21st Court, Unit #9 Davie, Florida 33317

\$_____.

Please return this portion with your payment

Amount

Enclosed:

RESOURCE MANAGEMENT 6900 SW 21st Court, Unit #9 Davie, Florida 33317

Bill To

Catalina at Winkler C.D.D. Rizzetta & Company, Inc. 9530 Marketplace Road Suite 206 Fort Myers, Florida 33912

| Due Date | 1/1/2014 |
|-----------|----------|
| Terms | |
| Account # | 1728 |
| PO # | |

Description

Lake Management Services Lake Management Services-Littoral Shelves

DEC 1 6 2013

| Date Rec'd Rizzetta & Cot, Inc. |
|---------------------------------|
| D/M approval_COMA_Date_13114 |
| Date entered 12/30/13 |
| Fund 001 GL 53800 0C 4405 |
| Check# |

Catalina at Winkler C.D.D. Rizzetta & Company, Inc. 9530 Marketplace Road Suite 206 Fort Myers, Florida 33912

ALLSTATE RESOURCE MANAGEMENT, INC. 6900 SW 21st Court, Unit #9 Davie, Florida 33317

Invoice

99399

Contact Us

info@allstatem=nagement.com Phone: (954) 382-9766 Fax: (954) 382-9770

Please retain this portion for your records

| Invoice # | 99399 |
|-----------|-------|
| Account # | 1728 |

Amount Enclosed:

Total

do

Please return this portion with your payment

Amount Due

325.00 125.00

\$450.00

Barraco and Associates

2271 McGregor Boulevard, Suite 100 Fort Myers, FL 33901

> Catalina @ Winkler Preserve CDD 9530 Marketplace Rd Suite 206 Fort Myers, FL 33912

Date Rec1d Fibration 3 (C), to FEB 2/5.2014D/M approval MR2 one 2/26/14Date entered FEB 2/5.2014and 001 51300 00 3103 14530 Invoice number Date 02/20/2014

Project 22271 Catalina @ Winkler CDD

| Description | Contract Amount | Percent Complete | Billed To Date | Less Previous Billing | Amount Due This Billing |
|--|--------------------|---------------------|-------------------|-----------------------------|-------------------------------|
| 01 (TM) General Consultation | 4,000.00 | 932.25 | 37,290.00 | 36,790.00 | 500.00 |
| 02 (LS) Engineer's Report | 6,000.00 | 100.00 | 6,000.00 | 6,000.00 | 0.00 |
| 03 (TM) Document Review | 4,000.00 | 170.38 | 6,815.00 | 6,815.00 | 0.00 |
| 04 (LS) Meeting Representation - Addendum 1 | 1,500.00 | 100.00 | 1,500.00 | 1,500.00 | 0.00 |
| 05 (LS) SOP - Addendum 1 | 3,500.00 | 100.00 | 3,500.00 | 3,500.00 | 0.00 |
| 06 (LS) TMDL Prior Rpt Monitoring - Addendum 1 | 3,000.00 | 100.00 | 3,000.00 | 3,000.00 | 0.00 |
| 07 (LS) Inspection & docum. of Fac Addendum 1 | 1,500.00 | 100.00 | 1,500.00 | 1,500.00 | 0.00 |
| 08 (LS) Proactive Discharge Insp - Addendum 1 | 1,500.00 | 100.00 | 1,500.00 | 1,500.00 | 0.00 |
| 09 (LS) Annual Report - Addendum 1 | 2,500.00 | 100.00 | 2,500.00 | 2,500.00 | 0.00 |
| 10 (LS) Meeting Representation - Add 2 | 1,500.00 | 100.00 | 1,500.00 | 1,200.00 | 300.00 |
| 11 (LS) Inspection & Docum of Fac Add 2 | 1,500.00 | 100.00 | 1,500.00 | 1,500.00 | 0.00 |
| 12 (LS) Proactive Illicit Disch. Inspections - Add 2 | 1,500.00 | 100.00 | 1,500.00 | 1,500.00 | 0.00 |
| 13 (LS) Annual Report - Add 2 | 2,500.00 | 20.00 | 500.00 | 0.00 | 500.00 |
| 14 (TM) Out of Scope Services | 0.00 | 0.00 | 13,908.50 | 13,908.50 | 0.00 |
| 15 (TM) Reimbursables | 0.00 | 0.00 | 157.41 | 157.41 | 0.00 |
| Total | 34,500.00 | 239.63 | 82,670.91 | 81,370.91 | 1,300.00 |

01 (TM) General Consultation

| | Total | 1,300.00 | 1,300.00 | 0.00 | 0.00 | 0.00 | 0.00 |
|---------------------------------|---|-------------------|------------------|----------------|---------|---------------|------------------|
| 14530 | 02/20/2014 | 1,300.00 | 1,300.00 | | | | |
| Aging Summary Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
| | | | | | | Invoice total | 1,300.00 |
| | | | | Phase subtotal | | | 500.00 |
| | | | | subtotal | 3.00 | | 500.00 |
| | ike maintenance rev SFWMD regarding fi | | 1. | _ | | | |
| Senior Profession | - | | | | 2.00 | 195.00 | 390.00 |
| Research an | d correspondence r | egarding environm | ental monitoring | g closeout. | | | |
| Project Engineer | | 1.00 | 110.00 | 110.00 | | | |
| | | | | | Hours | Rate | Billed Amount |

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL 33904 (239) 574-1110

CATALINA AT WINKLER PRESERVE CDD 9530 MARKETPLACE ROAD SUITE 206 FORT MYERS, FL

33912

01/15/2014 9:13:39AM

No: 94590

Phone: 239 936-0913

| Ad No 94590 | С | Customer No: L00993 | | Start D 01-15-20 | | | op Date 15-2014 | | Categor: Legals | | | fication: LANEOUS |
|--|---|-------------------------------|----|---------------------|---------------------------------------|---|------------------------|------|----------------------------------|---|---|-------------------------|
| Order No | | Rate: LA | | Lines: 92 | Wo: 25 | | Inches: 8.94 | | | Cost 46.00 | Payments .00 | Balance 46.00 |
| Publications Breeze Legals Online Legals | s | 1 | S | PRES DEVE | CE OI LOPN CATA ERVE LOPN | 7 Identi MEN ⁻ LINA E CO MEN ⁻ | LE | | D/M appr Date ente Fund_CX | d Rizzelfa 8 oval imr red <u> </u> | JAN 2 JAN 2 Co., Inc. JAN 2 7 20 | 2/5/14 110 1801 |
| | | | *= | Extend | Expira | ation | Date | | | | | |

CAPE CORAL BREEZE PUBLISHED CAPE CORAL, FLA

Affidavit of Publication

State of Florida

County of Lee

Before the undersigned authority personally appeared Donna Guyer, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Legal Notice, in the matter of Notice of Rule Development by The Community Winkler Preserve Catalina at Development District, as published in said newspaper in the issues, January 15, 2014. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.

SWORN TO AND SUBSCRIBED before me this January 15, 2014 Notary Public

SUSAN M. DATO Nctary Public - State of Florida My Comm. Expires Dec 8, 2014 Commission # EE 47874 Bonded Through National Notary Assn.

NOTICE OF RULE DEVELOP-MENT BY THE CATALINA AT WINKLER PRESERVE DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes; the Catalina at Winkler. Preserve Community Development. District ("District") hereby gives notice of its intention to: develop new Rules of Procedure to govern the operations of the District.

tions of the District. The Rules of Procedure address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, polcies, public meetings, hearings and workshopsi rulemaking proceedings and, competitive purchase including procedure under the Consultants Competitive Purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

operation of the District.
The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations. Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2012). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 119.07, 189.4221, 190.006, 190.0011(5), 190.0011(5), 190.033, 190.035, 218.931, 255.05, 255.0518, 255.0525, 255.0525, 255.0518, 255.0525, 255.0525, 255.0518, 268.0117, 287.017, 287.055 and 287.084, Florida Statutes (2012), and Ch. 2013-227, Laws of Florida:

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 9530 Marketplace Road, Suite 206; Fort Myers; Florida 33912, or by calling (239) 936-0913.

Molly Syvret District Manager Run Date: 01/15/2014 94590

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL 33904 (239) 574-1110

CATALINA AT WINKLER PRESERVE CDD 9530 MARKETPLACE ROAD SUITE 206 FORT MYERS, FL

33912

01/21/2014 2:44:13PM

No: 94670

Phone: 239 936-0913

| Ad No 94670 | C | Customer No: L00993 | | Start Da 01-22-20 | | | op Date 22-2014 | | | ategory Legals | | | fication: LANEOUS |
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CAPE CORAL BREEZE PUBLISHED CAPE CORAL, FLA

Affidavit of Publication

State of Florida

County of Lee

Before the undersigned authority personally appeared Donna Guyer, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Legal Notice, in the matter of Notice of Rulemaking Regarding the Rules of Procedure of the Catalina at Winkler Preserve Community Development District, as published in said newspaper in the issues, January 22, 2014. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.

SWORN TO AND SUBSCRIBED before me this January 22, 2014 Notary Public

94670 SUSAN M. DATO Nctary Public - State of Florida

My Comm. Expires Dec 8, 2014

Commission # EE 47874 Bonded Through National Notary Assn.

NOTICE OF HOLEMAKING REGARDING THE RULES OF PROCEDURE OF THE CATALINA AT WINKLER PRE-SERVE COMMUNITY DEVEL-OPMENT DISTRICT A public hearing is scheduled and

NOTICE

may be conducted by the Board of Supervisors of the Catalina at Winkler Preserve Community Supervisors of the Catalina at Winkler Preserve Community Development District on Wednesday, February 19, 2014 at 3:30 p.m. at the office of the District Manager, located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

OF

RULEMAKING

In accord with Chapters 120 and 190, Florida Statutes, the Catalina at Winkler Preserve Community Development District ("the District") hereby gives the public notice of its intent to adopt its pro-posed Rules of Procedure.

The purpose and effect of the pro-posed Rules of Procedure is to provide for efficient and effective District operations. Prior notice of rule development was published in The Breeze Newspäper on January 15, 2014.

The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public informa-tion and inspection of records, policies, public meetings, hear-ings and workshops, rulemaking ings and workshops, rulemaking proceedings and competitive pur-chase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, pur-chase of insurance, pre-qualifica-tion, construction contracts, goods, supplies and materials, maintenance services, contractu-al services and protests with al services and protests with respect to proceedings, as well as any other area of the general operation of the District.

Specific legal authority for the adop-tion of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.011(5), 190.011(15) and 190.035, Florida Statutes (2012). The specific laws implemented in The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 119.07, 189.4221, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.931, 255.05, 255.0518; 255.0525, 255.20, 286.0105 218.931, 255.0525, 255.20, 286.0105 286.011, 287.017, 287.055 and 287.084, Florida Statutes (2012), and Ch. 2013-227, Laws of Florida.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must Section do so in writing within twenty- one (21) days after publication of this notice.

IF REQUESTED WITHIN TWENTY-ONE (21) DAYS OF THE DATE OF THIS NOTICE, A HEARING WILL BE HELD AT THE TIME, DATE, AND PLACE SHOWN BELOW (IF NOT REQUESTED, THIS HEARING MAY NOT BE HELD):

TIME' AND DATE: 3:30 p.m. February 19, 2014

PLACE: 9530 Marketplace Rd., Ste. 206 Fort Myers, Florida 33912

- A request for a public hearing on the District's intent to adopt its pro-posed Rules of Procedure must be made in writing to the District Manager at 9530 Marketplace Road, Suite 206, Fort Myers, Fiorida 33912, and received with-in twenty- one (21) days after the date of this Notice.
- If a public hearing is requested, this public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter consid-ered at a public hearing held in response to a request for such a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the pro-ceedings is made which includes the testimony and evidence upon which such appeal is to be based. which such appeal is to be based. At the hearing, one or more Supervisors may participate in the public hearing by telephone. At the above location, if a public hearing is requested, there will be present a speaker telephone so that any interested party can physically attend the public hear-

ing at the above location and be fully informed of the discussions taking place either in person or by speaker telephone device.

- Any person requiring special accom-modations at this meeting because of a disability or physical impairment, should contact the District Office at (239) 936-0913 at least five (5) calendar days at least five (b) calendar days prior to the meeting. If you are hearing: or, speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting, the District Office.
- A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager at 9530 Marketplace Road, Suite 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, or by calling (239) 936-0913.

Molly Syvret District Manager Run Date: 01/22/14

Classified/Legal Advertising Invoice

The Breeze Legals

2510 DEL PRADO BLVD.

CAPE CORAL, FL 33904 (239) 574-1110

CATALINA AT WINKLER PRESERVE CDD 9530 MARKETPLACE ROAD SUITE 206 FORT MYERS, FL

33912

02/12/2014 1:20:15PM

No: 94858

Phone: 239 936-0913

.

| Ad No 94858 | C | ustomer No: L00993 | | art Da 12-20 | | | op Date 12-2014 | | Categor Legals | | | fication: LANEOUS |
|-------------------------------|----------|------------------------------|-------------|---|--|-----------------------------|--|----|-------------------------------------|-----------------|--------------|-------------------------|
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CAPE CORAL BREEZE PUBLISHED CAPE CORAL, FLA

Affidavit of Publication

State of Florida

County of Lee

Before the undersigned authority personally appeared Donna Guyer, who on oath says that he/she is the ADVERTISING REPRESENTATIVE of the Cape Coral Breeze newspaper, published at Cape Coral, Lee County, Florida that the attached copy of advertisement, being a Lègal Notice, in the matter of Notice of Public Meeting Catalina at Community Development Preserve Winkler District, as published in said newspaper in the issues, February 12, 2014. Affiant further says that the Cape Coral Breeze is a newspaper published at Cape Coral, said Lee County, Florida and that the said newspaper has heretofore been continuously published in said Lee County, Florida, and has been entered as a second class periodicals matter at the post office in Fort Myers in said Lee County, Florida for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said Newspaper.

SWORN TO AND SUBSCRIBED before me this February 12, 2014 Notary Public



Notice of Public Meeting Catalina at Winkler Preserve Community Development District

The regular meeting of the Board of Supervisors of the Catalina at Winkler Preserve Community Development District will be held on Wednesday, February 19, 2014 at 3:30 p.m., at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

The meeting is open to the public, and will be conducted in accor-dance with the provisions of Florida Law for Community Development Districts: A copy of the agenda for this meeting may be obtained from the District Manager at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912 or by calling (239) 936-0913.

This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when a Board Supervisor may participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.

Any person requiring special accom-modations at this. meeting because of a disability or physical impairment should contact the District Office at (239) 936-0913 at least five calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contact-ing the District Office.

Each person who decides to appeal any action taken at these meet-ings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensuite that a verba-tim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Molly Syvret District Manager

Run date: 02/12/2014



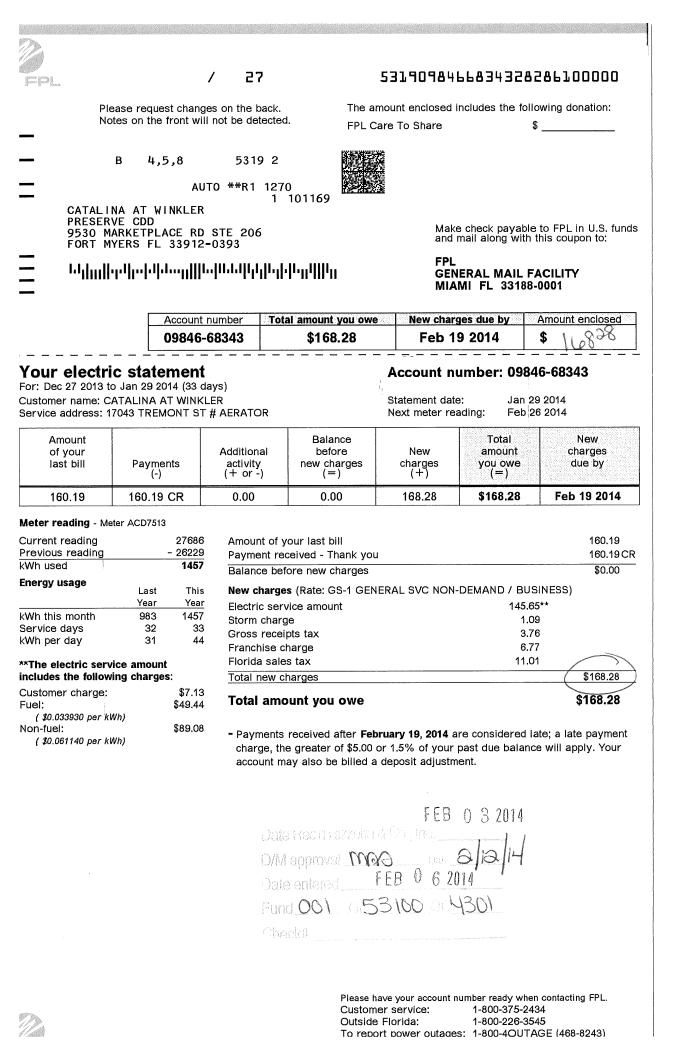
Catalina at Winkler 12650 Whitehall Drive Fort Myers, FL 33907

DATE: INVOICE # FOR: January 1, 2014 Jan-14 Electric Service

Bill To:

Catalina @ Winkler Preserve Rizzetta & Company, Inc 9530 Marketplace Road, Suite 206 Fort Myers, FL 33912

| DE | SCRIPTION | AMOUNT |
|---|---|-----------|
| Jan - Areator electrial service running o | f pool electric at Catalina | \$140.00 |
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| | und 001 (153100 00 4301 | |
| Please make check payable to: | North All | |
| Catalina at Winkler | | |
| 12650 Whitehall Drive | | |
| Ft Myers, FL 33907 | | 1 |
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| | TOTAL | (\$140.00 |



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| = | | | | | | | IERAL MAIL MI FL 3318 | |
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Date of Meeting: _____ February 19, 2014_____

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| Board Supervisor | present | |
| Keith Sherman | | \checkmark |
| John Kirkbride | \sim | $\overline{\chi}$ |
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Date Rec'd Hizzaici & US, Inc. 2/19/14 O/M approval_ Date enteror FEB 2 5 2014 Fund 001 0151100 00 1101

Date of Meeting: _____ February 19, 2014_____

| Name of | Check if | Check if to be paid |
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| Floyd "Butch" Johnston | Ń | X |
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Date of Meeting: _____ February 19, 2014_____

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| John Kirkbride | \sim | $\overline{\chi}$ |
| Floyd "Butch" Johnston | Ń | X |
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Date Rec'd Hizzaici & US, Inc. 2/19/14 O/M approval_ Date enteror FEB 2 5 2014 Fund 001 0151100 00 1101

Date of Meeting: _____ February 19, 2014_____

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Date of Meeting: _____ February 19, 2014_____

| Name of | Check if | Check if to be paid |
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| Board Supervisor | present | |
| Keith Sherman | | \checkmark |
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Date Rec'd Hizzaici & US, Inc. 2/19/14 O/M approval_ Date enteror FEB 2 5 2014 Fund 001 0151100 00 1101



BILL TO

Catalina at Winkler Preserve Ms.Molly Syvret Rizzetta and Company, Inc. 9530 Marketplace Road, Suite 206 Ft. Myers, FL 33912

| FROM | |
|------|--|
| | |

.

LEE COUNTY NATURAL RESOURCES 1500 Monroe Street Fort Myers, FL 33901

| | | DATI | Ε | INVOICE # | TERMS |
|--|-----|--------|----|-----------|----------|
| | | 2/7/20 | 14 | 1881 | Net 30 |
| DESCRIPTION | QTY | | | RATE | AMOUNT |
| FEB 17 2014 Municipal Separate Storm Sewer System Permit FEB 17 2014 Manprovid MAD and 212014 Manprovid MAD and 212014 FEB 18 2014 FEB 18 2014 | | | | 525.00 | 525.00 |
| | | | | TOTAL | \$525.00 |

.

Please Remit to:

Lee County Comm. Dev/Public Works Center 1500 Monroe Street, 4th Floor Fort Myers, FL 33901 Attn: Fiscal Pool

. .

For Questions please call Jennifer Fenske 239-533-8568



John E. Manning District One

Cecil L Pendergrass District Two

Larry Kiker District Three

Brian Hamman District Four

Frank Mann District Five

Roger Desjarlais County Manager

Richard Wm. Wesch County Attorney

Donna Marie Collins Hearing Examiner February 10, 2014

CATALINA AT WINKLER PRESERVE CDD Molly A. Syvret, District Manager Rizzetta & Company, Inc 9530 Marketplace Road, Suite 206 Fort Myers, FL 33912

SUBJECT: NPDES Permit Fee Allocation

Dear Ms. Syvret:

Please find the enclosed Invoice No. 1881 in the amount of \$525.00 representing the Catalina at Winkler Preserve CDD cost share for the 2014 Stormwater Annual Surveillance Fee. The fees are delineated in the attached "Cycle 3 Year 3 NPDES MS4 Permit Fees Chapter 62-4 versus proposed ILA" spreadsheet. The fee remains unchanged from prior years and relevant back-up is provided for your information.

Should you require any further information, do not hesitate to contact this office.

Sincerely,

DEPARTMENT OF PUBLIC WORKS Division of Natural Resources

L.A. Pellicer Operations Manager

Enclosures

Prager & Co., LLC Attn: Mary Danielsen c/o Disclosure Services, LLC Date Invoice # 152 Lincoln Avenue 1/13/2014 4953 Winter Park, FL 32789 Phone # 407-622-0296 Fax # 407-622-0135 E-mail mdanielsen@disclosureservices.info Bill To Catalina at Winkler Preserve CDD c/o Rizzetta & Company Terms Due Date Net 30 2/12/2014 Description Amount Special Assessment Bonds, Series 2005 1,000.00 DEWELLED JAN 3 0 2014 🥥 Date Rec'd Rizzetta & Co., Inc. D/M approval 000 Date 2 Date entered FEB 0 6 2014 Fund 001 GI51300 003101 Check# Annual Dissemination Agent Fees 2013-2014 Total \$1,000.00 Payments/Credits \$0.00 **Balance Due** \$1,000.00

Invoices unpaid for more than 30 days are subject to a late payment charge of 1.5% per month on the unpaid balance.

Invoice

RIZZETTA & COMPANY, INC.

5020 W Linebaugh Avenue Suite 200 Tampa, FL 33624

BILL TO

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

| | | | TERMS | PROJECT |
|---------------------------|--|-----|---------------------------------------|---------------------------------------|
| | | | Due Upon Rec't | 327 - CDD |
| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
| DM ADMIN ACTG FC | PROFESSIONAL FEES: District Management Services Administrative Services Accounting Services Financial Consulting Services Services for the period February 1, 2014 through February 28, 2014 RECEIVED JAN 2 4 2014 Date Rec'd Rizzetta & Co., Inc. JAN 2 7 2014 DAte entered JAN 2 7 2014 Fund OC GL51300 OC Chock # Spo1 S111 | | 1,820.00 490.00 962.50 85.00 | 1,820.00 490.00 962.50 85.00 |
| | | | Total | \$3,357.50 |

 DATE
 INVOICE NO.

 2/1/2014
 16252

Т



Sweeperman of S.W. FL. 8012 Kansas Rd. Ft. Myers, FL 33912 Phone: 239-466-5158

Phone: 239-466-5158 Fax: 230-466-5663 Email: Tab@sweeperman.net

| Date | Invoice No. |
|----------|-------------|
| 10/21/13 | 106RZC |

| Bill To: |
|----------------------|
| |
| c/o: Catalina CDD |
| 9530 Marketplace Rd. |
| Suite 206 |
| Fort Myers, FL 33912 |

| Description | Date | Amount |
|---|----------|-------------|
| LOCATION: CATALINA Requested By: Molly Syvret WE STARTED POWER JETTING ON BASIN # 5 AND FOUND THAT IT WAS CLEAR GOING BOTH WAYS, THEN WENT TO BASIN # 9 AND FOUND THE SAME THING, IT WAS CLEAR GOING BOTH WAYS, WE WENT TO BASIN # 12 AND FOUND THAT IT WAS ONLY CLEAR TO THE LEFT AND THAT THERE WAS NEVER ANY PIPE INSTALLED TO CONNECT THESE TWO LAKES TO THE RIGHT, NOW WE WENT TO BASIN # 3 AND FOUND THE SAME THING IT WAS CLEAR TO THE LEFT, BUT NO PIPE EVER INSTALLED TO THE RIGHT. (SEE MAP FOR DETAILS) 3 HOURS @ &170.00 PER HOUR | 10/21/13 | 510.00 |
| FEB 0 6 2014 ware necro inscribence boy, inc D/M approval 6.53800 or 4.803 FEB 0 6 2014 Fund 001 0153800 or 4.803 Warded | | |
| Thank you for your business. | Tota | I (\$510.00 |

Tab 3

Catalina at Winkler Preserve CDD

Quote Summary for Aerator and Foutain Maintenance Services

| <u>Vendor Providing Quote</u> Vertex Water Features | <u>Frequency</u> Qtrly | Aerator Quarterly Cost \$227.00 | Fountain Quarterly Cost \$107.00 | Combined Quarterly Costs \$334.00 | <u>Total Annual Cost</u> \$1,336.00 | (+ \$156.00) |
|--|---------------------------|---------------------------------------|--|---|--|--------------|
| LakeMasters | Qtrly | \$214.22 | \$155.00 | \$369.22 | \$1,476.88 | (+ \$296.88) |
| | | | | | | |
| Current Contractor: Allstate Resource Management | Qtrly | \$75.00 | \$220.00 | \$295.00 | \$1,180.00 | |

LAKEMASTERS

AQUATIC WEED CONTROL, INC

P.O.BOX 2300 Palm City, Florida 34991 Office: 877-745-5729 / Fax 239-466-0400

AERATION MAINTENANCE CONTRACT

Date: 3/11/2014

Attention: Molly Syvret

Reference: Aeration Maintenance

Customer: Catalina at Winkler Preserve CDD C/O: Molly Syvret, District Manager 9530 Market Place Rd. Suite 206 Ft Myers, FL 33912

Description

Service, clean and inspect three (3) aeration cabinets with five (5) compressors four times a year See attachment for maintenance definitions

> **Total Cost per Quarter: \$214.22 Total Cost per Year: \$856.88**

Instructions: Please sign below to authorize the above work to be done and fax to 239-466-0600. Please direct any inquiries to Andy Nott at 239-707-0507 email andy.nott@lakemasters.com

Customer: Date:

LAKEMASTERS: ______ Nott_____ Date: ______3/11/2014_____

LAKEMASTERS AQUATIC WEED CONTROL, INC

P.O.BOX 2300 Palm City, Florida 34991 Office: 877-745-5729 // Fax 239-466-0400

FOUNTAIN MAINTENANCE

Date: 3/10/2014

Attention: Molly Syvret

Reference: Fountain Maintenance

Customer: Catalina at Winkler Preserve CDD C/O: Molly Syvret, District Manager 9530 Market Place Rd. Suite 206 Ft Myers, FL 33912

Description

Quarterly Service for one 10hp (1) Floating Fountain Service includes: cleaning of fountain body, nozzle, light lens, Intake screen, check control panel and fountain operation

Hourly rate \$85.00 50 watt lights \$85.00 parts and labor Lens \$45.00 parts and labor Seals \$45.00 parts and labor Lights socket \$45.00 parts and labor

No parts or special repairs are included Additional repairs will be invoiced separately LakeMasters does not assume responsibility for parts and repair costs not covered above

Cost Per Quarter: \$155.00 Total Per Year: \$620.00

Instructions: Please sign below to authorize the above work to be done and fax to 239-466-0600. Please direct any inquiries to Andy Nott at 239-707-0507 email andy.nott@lakemasters.com

Customer: _____ Date: _____

LAKEMASTERS: _____ Date: _____ Date: ______

<u>LAKEMASTERS</u>

AQUATIC WEED CONTROL, INC

P.O.BOX 2300 Palm City, Florida 34991 Office: 877-745-5729 / Fax 239-466-0400

AERATION MAINTENANCE CONTRACT

Date: 3/11/2014

Attention: Molly Syvret

Reference: Aeration Maintenance

Customer: Catalina at Winkler Preserve CDD C/O: Molly Syvret, District Manager 9530 Market Place Rd. Suite 206 Ft Myers, FL 33912

Description

Service eleven (11) diffuser manifolds once per year Pull up diffusers, inspect, clean and replaced all stone diffusers

Total Cost: \$1,403.75

Instructions: Please sign below to authorize the above work to be done and fax to 239-466-0600. Please direct any inquiries to Andy Nott at 239-707-0507 email <u>andy.nott@lakemasters.com</u>

Customer: _____

_Date: _____

| LAKEMASTERS: | Onedy Nort | Date:3/11/2014 |
|--------------|------------|----------------|
| | Cont | |

Vertex Water Features

A Division of Aquatic Systems, Inc. 2100 N.W. 33rd Street Pompano Beach, Florida 33069 www.vertexwaterfeatures.com

1-800-432-4302

Aeration Maintenance Agreement

This Agreement made the date set forth below, by and between **Vertex Water Features**, a division of Aquatic Systems, Inc., a Florida Corporation, hereinafter called "**Vertex**", and

One-Year Agreement - Automatic Renewal Semiannual Visits

Start Date:_____

Ms. Molly Syvret **Catalina at Winkler Preserve CDD** c/o Rizzetta & Company 9530 Market Place Road, Suite #206 Fort Myers, Florida 33912 (239) 936-1815 msyvret@rizzetta.com

Date of proposal: March 11, 2014 CB-R

hereinafter called "Customer". The parties hereto agree as follows:

1. Vertex agrees to perform aerator maintenance in accordance with the terms and conditions of this Agreement at the above-named site.

2. **QUARTERLY** (4) maintenance visits, as required (approximately once every 90 days). Additional visits will be billed at time and materials.

3. CUSTOMER agrees to pay Vertex, its agents or assigns, the following sum for aerator maintenance:

Three Aeration Systems:

Lake #1: One Aquatic Ecosystems Air 4 Lake #2: One Aquatic Ecosystems Air 4 Lake #3: One Aquatic Ecosystems Air 2 Includes Management Reporting \$227.00 Quarterly

| Our service includes the maintenance of the following: | | | | |
|--|--|--|--|--|
| Compressor Services | QuietAir [™] Cabinet Services | | | |
| Replace compressor head gasket, piston cups and/or vanes, as needed to maintain required air volume & pressure output. Adjust air manifold and pressure relief valves to insure optimal performance. Replace external air filter twice per year. Replace internal air filters once per year. Clean muffler assembly and filter. Check and adjust compressor, CFM and PSI calibrate pressure relief valve. | Inspect and lubricate cooling fan. Remove excessive grass/weed growth from around compressor cabinet(s) to maintain optimal air flow and operating temperatures. Application of fire ant bait around cabinet, if necessary. Clean cabinet interior. Lubricate cabinet hinges and barrel lock. Test and reset GFI circuitry. | | | |
| AirStation [™] Diffuser Services | BottomLine [™] Air Line Services | | | |
| Flex clean and adjust each AirStation[™] diffuser assembly, for proper air flow and optimal performance. | • Inspect and repair, airline supply tubing and fittings. | | | |
| No parts or special repairs are included in our service other than Additional repairs will be invoiced separately. By charging for maintenance, Vertex does not assume responsib | | | | |

The above price is effective for 6 months from the date of this proposal.

Tax Exempt. If you are tax exempt, please provide a copy of your Tax Exemption Certificate.

1. If CUSTOMER requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to CUSTOMER.

2. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.

Fax (954) 977-7877

3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to CUSTOMER. If this maintenance agreement is part of a corresponding installation agreement, the maintenance services will not begin until the installation is complete. If this is the case, then a notice will be sent to confirm commencement of service.

4. Customer agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the work areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold VERTEX harmless for the consequences of such services not arising out of VERTEX sole negligence.

5. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fires, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations. Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of terminate shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.

6. VERTEX, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

7. If at any time during the term of this Agreement, CUSTOMER feels VERTEX is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform VERTEX by certified mail, return receipt requested, stating with particularity the reasons for CUSTOMER's dissatisfaction. VERTEX shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, CUSTOMER continues to feel VERTEX's performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("second Notice") to VERTEX and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by VERTEX.

8. VERTEX agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of VERTEX; however, VERTEX shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

9. Collection terms are net 30 days from invoice date. In consideration of VERTEX's providing services and/or products, the CUSTOMER agrees to pay its statements within 30 days of the statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER also agrees to pay all costs of collection, including reasonable attorneys' fees. ASI may cancel this Agreement, If CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be made payable to Aquatic Systems, Inc.*

10. <u>Automatic Extension</u>. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by VERTEX, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but, thereafter, VERTEX may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. VERTEX shall then have the option of terminating this Agreement without penalty to you.

11. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.

12. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both VERTEX and the CUSTOMER.

13. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.

14. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

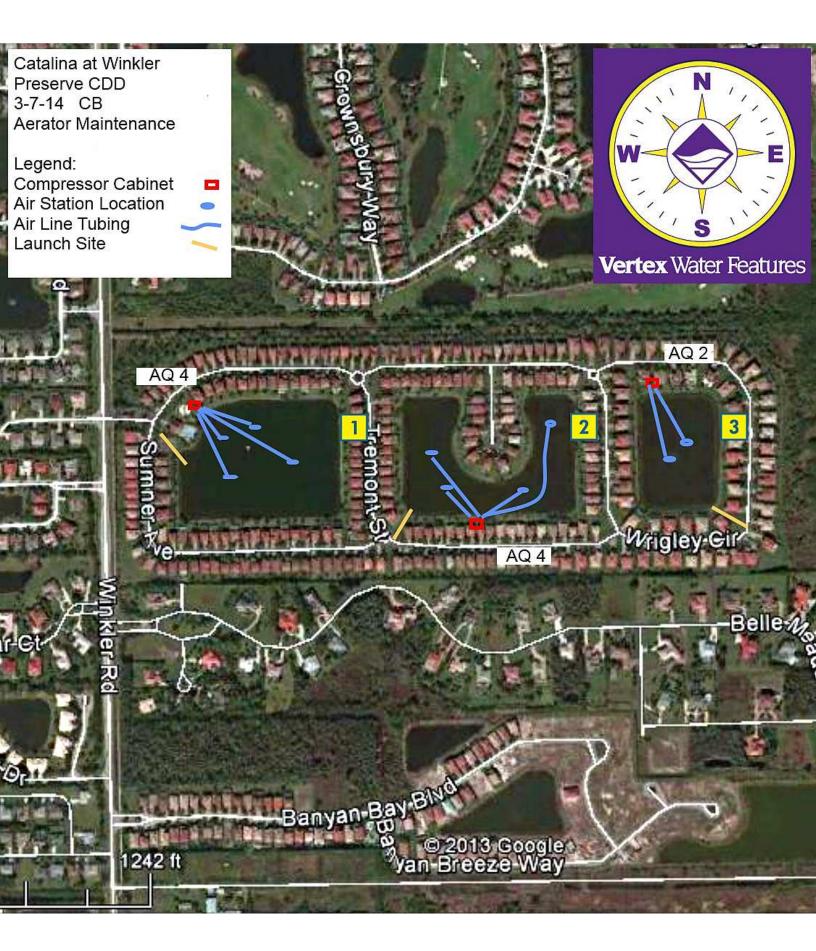
Vertex Water Features' SignatureDateA Division of Aquatic Systems, Inc.

Customer/Authorized Agent's Signature Title

Print Name

Date

Print Company Name



Fax (954) 977-7877

Vertex Water Features

A Division of Aquatic Systems, Inc. 2100 N.W. 33rd Street Pompano Beach, Florida 33069 www.vertexwaterfeatures.com

1-800-432-4302

Fountain Cleaning Agreement

This Agreement made the date set forth below, by and between **Vertex Water Features**, a division of Aquatic Systems, Inc., a Florida Corporation, hereinafter called "**Vertex**", and

One-Year Agreement - Automatic Renewal

Start Date:_____

Quarterly

Ms. Molly Syvret **Catalina at Winkler Preserve CDD** c/o Rizzetta & Company 9530 Market Place Road, Suite #206 Fort Myers, Florida 33912 (239) 936-1815 msyvret@rizzetta.com

Date of proposal: March 11, 2014 CB-R

hereinafter called "Customer". The parties hereto agree as follows:

1. Vertex agrees to perform inspection and cleaning in accordance with the terms and conditions of this Agreement at the above-named site.

2. **QUARTERLY** (4) cleanings as required (approximately once every 90 days). Additional cleanings will be billed at time and materials.

\$107.00

3. CUSTOMER agrees to pay Vertex, its agents or assigns, the following sum for inspection and cleaning:

<u>Site #1</u>: One 10HP Orion Tripod Floating Fountain Includes Management Reporting

| Our service includes the inspection and cleaning of the following: | | | | | |
|--|--|--|---|--|--|
| Submersible Pump | Lights & Lenses | The Float | Display Heads, Jets & Rings | | |
| Vertex will clean the pump intake screens. | Vertex will scrape, clean and polish the lights. | Vertex will clean all surfaces of the float. | Vertex will clean each part and disassemble the parts, as needed to clean orifice impediments. | | |
| BULB REPLACEMENT: If bulb replacement is required during our scheduled fountain cleaning, Vertex will <u>automatically replace</u> the bulb and charge its Customers for <u>parts cost only</u> . If, however, a Customer supplies the bulbs, Vertex will charge a fee for bulb replacement. | | | | | |
| No parts or special repairs are included in our cleaning agreement. By charging for cleaning, Vertex does not assume responsibility for parts failure and repair costs. Any parts or repair costs, including replacement of light bulbs or gaskets will be invoiced separately. | | | | | |

The above price is effective for 6 months from the date of this proposal.

1. If CUSTOMER requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to CUSTOMER.

2. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.

3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to CUSTOMER. If this cleaning/maintenance agreement is part of a corresponding installation agreement, the cleaning/maintenance services will not begin until the installation is complete. If this is the case, then a notice will be sent to confirm commencement of service.

4. Customer agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the work areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold VERTEX harmless for the consequences of such services not arising out of VERTEX sole negligence.

5. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fires, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations, Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of terminate shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.

6. VERTEX, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

7. If at any time during the term of this Agreement, CUSTOMER feels VERTEX is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform VERTEX by certified mail, return receipt requested, stating with particularity the reasons for CUSTOMER's dissatisfaction. VERTEX shall investigate and attempt to cure the defect. If, after thirty (30) days from the giving of the original notice, CUSTOMER continues to feel VERTEX's performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("second Notice") to VERTEX and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by VERTEX.

8. VERTEX agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of VERTEX; however, VERTEX shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

9. Collection terms are net 30 days from invoice date. In consideration of VERTEX's providing services and/or products, the CUSTOMER agrees to pay its statements within 30 days of the statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER also agrees to pay all costs of collection, including reasonable attorneys' fees. ASI may cancel this Agreement, If CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be made payable to Aquatic Systems, Inc.*

10. <u>Automatic Extension</u>. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by VERTEX, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but, thereafter, VERTEX may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. VERTEX shall then have the option of terminating this Agreement without penalty to you.

11. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.

12. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both VERTEX and the CUSTOMER.

13. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.

14. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

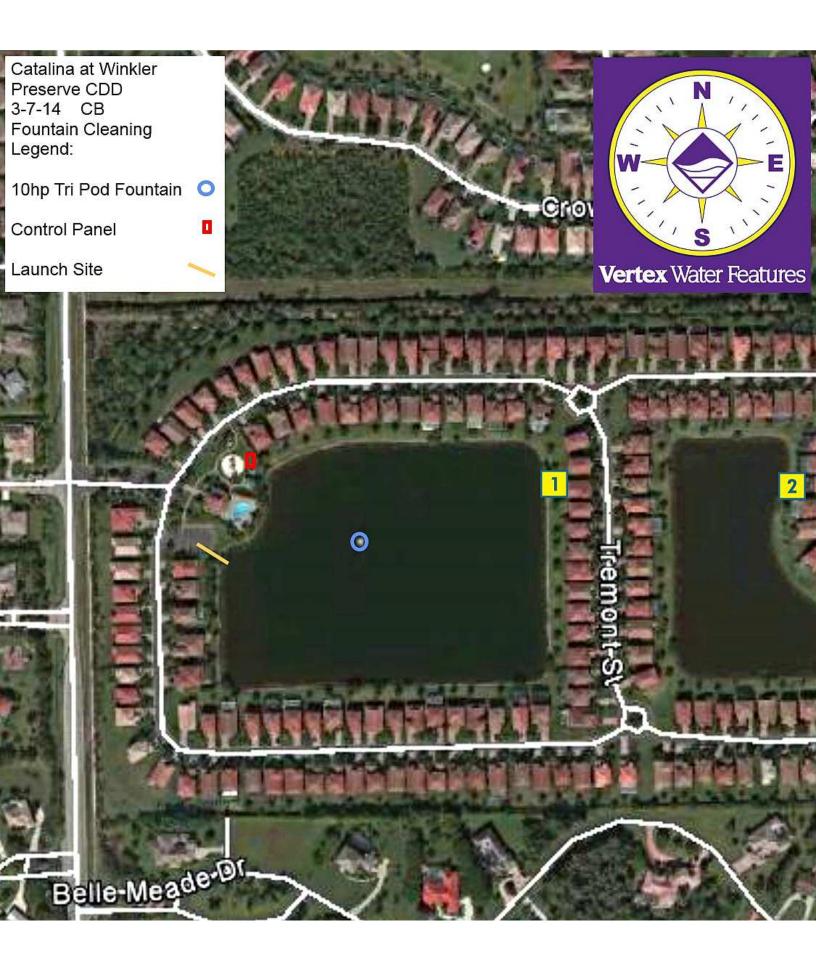
Vertex Water Features' SignatureDateA Division of Aquatic Systems, Inc.

Customer/Authorized Agent's Signature Title

Print Name

Date

Print Company Name



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| EE | TIC | ICATE HOLDER | | | | CANC | ELLATION | | | | |

Catalina at Winkler Preserve CDD C/O Molly Syvret 9530 Market Place Rd Suite 206 Fort Myers FL 33912

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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AUTHORIZED REPRESENTATIVE an Brown (0) A

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

- 1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; or
- 2. Who is named as an additional insured under this policy on a certificate of insurance.

However, the written contract, agreement or certificate of insurance must require additional insured status for a time period during the term of this policy and be executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy.

If, however, "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.

- 3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

- 1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) Your ongoing operations performed for that additional insured, unless the written contract or agreement or the certificate of insurance requires "your work" coverage (or wording to the same effect) in which case the coverage provided shall extend to "your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

Ongoing operations, as respects this provision, does not apply to "bodily injury" or "property damage" occurring after:

(1) All work including materials, parts or equipment furnished in connection with such work on the project (other then service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- 2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement, or in the certificate of insurance or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement or certificate of insurance requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- **3.** The additional insured status provided by this endorsement does not extend beyond the expiration or termination of a premises lease or rental agreement nor beyond the term of this policy.
- 4. Any person or organization who is an insured under the terms of this endorsement and who is also an insured under the terms of the GENERAL LIABILITY EXTENSION ENDORSEMENT, if attached to this policy, shall have the benefit of the terms of this endorsement if the terms of this endorsement are broader.
- 5. If a written contract or agreement or a certificate of insurance as outlined above requires that additional insured status be provided by the use of CG 20 10 11 85, then the terms of that endorsement, which are shown below, are incorporated into this endorsement as respects such additional insured, to the extent that such terms do not restrict coverage otherwise provided by this endorsement:

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Copyright, Insurance Services Office, Inc., 1984

CG 20 10 11 85

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

- 1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
- 2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright Insurance Services Office, Inc. 2003

Tab 4

| Copeland Southern Enterprises, Inc. | DATE: 02/14/2014 | | |
|--|--|-------------------------|--|
| | OWNER INFORMATIC | <u>DN</u> : | |
| PROFESSIONAL SERVICES AGREEMENT BETWEEN COPELAND SOUTHERN ENTERPRISES, INC. AND | TELEPHONE NO.: | (239) 936-0913 | |
| | Fax No: | (239) 936-1815 | |
| <u>Catalina at Winkler Preserve CDD</u> | msyvret@rizzetta.com | E-MAIL: | |
| OWNER INFORMATION: | PROJECT MANA | GER: Scott Copeland | |
| OWNER'S ADDRESS: 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. | FEE AND TYPE: | | |
| BILL TO THE ATTENTION OF: Molly Syvret, Catalina Development. | Time & Materials based upon the Rate Schedule in effect at the time service is rendered. Estimated Fees: | | |
| PROJECT NAME: Lake Bank Repairs on lake 1 at the Catalina community | <u>\$</u> | | |
| WORK DESCRIPTION: Fill and repair lake slopes between eroded areas and planted littorals. | Not-To-Exceed Fixed Fee | | |
| REMARKS: 1) Permits to be pulled by owners or Engineer if needed. 2) Soil from Lake area will not be utilized to repair the 4 to 1 slopes, to insure that the established planted | Schedule in effect at the tin | me service is rendered: | |
| Littorals will not be disturbed during the project. 3) At the time of this proposal preparation there are unknown factors which could incur additional charges, or add time | Lump Sum Fixed Fee: | <u>\$ 0.00</u> | |
| to the project, such as: access to gated community for work, deliveries, and hours of operation, stockpiling areas and equipment, Lake access. | Total Fees: | <u>\$ 0.00</u> | |
| | | | |

Dear Molly Syvret, in Pursuant to your request, Copeland Southern Enterprises, Inc. is pleased to submit the following proposal for Lake restorations on Lake 1 for the above-referenced project:

SCOPE OF SERVICES (Limited to the following): Please select option 1 or 2 to define scope of services that are desired. (Option 1, repair 4:1 slopes with fill dirt and erosion mat protection with matching Sod)

- 1. Crews will fill the 5 to 7 foot wide eroded areas between the existing planted littorals and the 4 to 1 eroded slope, with trucked in base soil to complete and stabilize the 4:1 lake slopes.
- 2. A 4 man crew will install coconut erosion mat, trenched in and compacted on the 4:1 slope.
- Top soil and sod will be over laid on erosion mat, in repair areas to match existing slopes and grass type. 3.
- 4. Lawns will be repaired with dirt or sod within work areas, where crossing has damaged grass, (after lake repairs are completed) Work is estimated to take 40 days to complete if work is not affected by weather or access.
- Option 1 (Westerly Lake of Three) repair 2375 feet of lake slope with trucked in fill Dirt, and Coconut erosion mat plus matching Sod for a total cost of = \dots \$ 95,400.00

(Option 2, repair 4:1 slopes with fill dirt, filter fabric and 3 to 6 inch Rip Rap)

- 1. A 4 man crew will fill and trench in erosion filter fabric within the 5 to 7 foot wide eroded area between the existing 4:1 slope and the existing planted littorals established in Lake 1.
- After slopes are repaired 3 to 6 inch Rip Rap will be installed, between 6 to 30 inches thick to extend the 4:1 slope until it meets the 2. planted littorals shelf.
- Lawns will be repaired with dirt or sod within work areas, where crossing has damaged grass, (after lake repairs are 3. completed) Work is estimated to take 40 days to complete if work is not affected by weather. or access
- Option 2 (Westerly Lake of Three) repair 2375 feet of lake slope with truck in fill Dirt, Erosion filter fabric and 3 to 6 inch Rip Rap material, plus matching Sod for a total cost of = ... \$ 120,550.00

Note: Any additional work and services requested, and is not found in this Proposal can be done, but will require additional cost to be paid in full with proposal fee upon the completion of job.

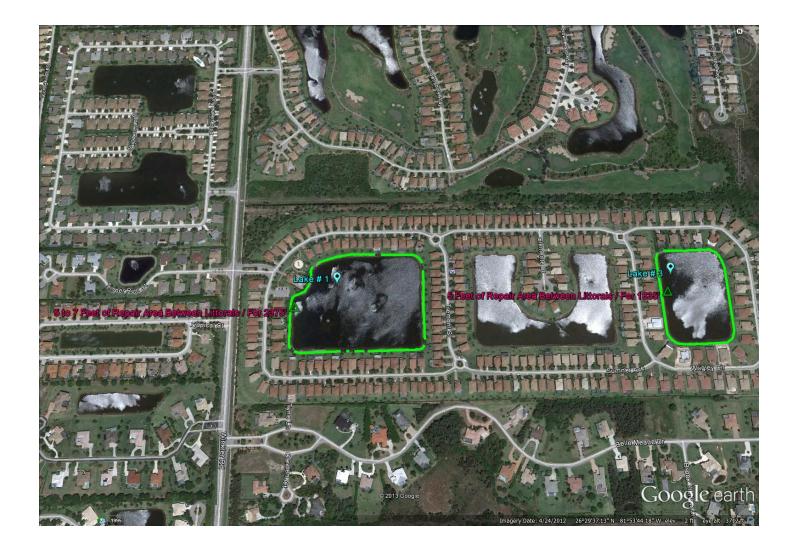
We at Copeland Southern Enterprises hope this meets your approval and satisfies your requirements. If so please sign this contract proposal and return a copy to our office by Fax or Email. Should you have any questions or need any additional information, Please do not hesitate to call Scott Copeland at 239-995-3684 or Mobile # 239-707-6806.Fax 239-995-0058

OWNER AUTHORIZATION: I warrant and represent that I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges upon the completion of the Job resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to these Standard Business Terms.

Authorized Signature:

Date:

Typed Name & Title:



| Copeland Southern Enterprises, Inc. | DATE: 02/14/2014 | | |
|---|--|--|--|
| • • • • • • • • • • • • • • • • • • • | OWNER INFORMATION: | | |
| PROFESSIONAL SERVICES AGREEMENT BETWEEN COPELAND SOUTHERN ENTERPRISES, INC. AND | TELEPHONE NO.: (239) 936-0913 | | |
| | Fax No: (239) 936-1815 | | |
| Catalina at Winkler Preserve CDD | E-MAIL: <u>msyvret@rizzetta.com</u> | | |
| OWNER INFORMATION: | PROJECT MANAGER: Scott Copeland | | |
| OWNER'S ADDRESS: 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. | FEE AND TYPE: | | |
| BILL TO THE ATTENTION OF: Molly Syvret, Catalina Development. | Time & Materials based upon the Rate Schedule in effect at the time service is rendered. Estimated Fees: | | |
| PROJECT NAME: Lake Bank Repairs on lake 3 at the Catalina community | <u>\$</u> | | |
| WORK DESCRIPTION: Fill and repair 7 foot of lake slopes between eroded areas and planted littorals. REMARKS: 1) Permits to be pulled by owners or Engineer if needed. 2) Soil from Lake area will not be utilized to repair the 4 to 1 slopes, to insure that the established planted Littorals will not be disturbed during the project. 3) At the time of this proposal preparation there are unknown factors which could incur additional charges, or add time to the project, such as: access to gated community for work, deliveries, and hours of operation, stockpiling areas and equipment, Lake access. | Not-To-Exceed Fixed Fee based upon the Rate Schedule in effect at the time service is rendered: Lump Sum Fixed Fee: <u>\$ 0.00</u> Total Fees: <u>\$ 0.00</u> | | |

Dear Molly Syvret, in Pursuant to your request, Copeland Southern Enterprises, Inc. is pleased to submit the following proposal for Lake restorations for Lake 3 for the above-referenced project:

SCOPE OF SERVICES (Limited to the following): Please select option 1 or 2 to define scope of services that are desired. (Option 1, repair 4:1 slopes with fill dirt and erosion mat protection with matching Sod)

- 1. Crews will fill the 5 to 7 foot wide eroded areas between the existing planted littorals and the 4 to 1 eroded slope, with trucked in base soil to complete and stabilize the 4:1 lake slopes.
- 2. A 4 man crew will install coconut erosion mat, trenched in and compacted on the 4:1 slope.
- 3. Top soil and sod will be over laid on erosion mat, in repair areas to match existing slopes and grass type.
- 4. Lawns will be repaired with dirt or sod within work areas, where crossing has damaged grass, (after lake repairs are completed) Work is estimated to take 35 days to complete if work is not affected by weather or access.
- Option 1 (Easterly Lake of Three) repair 1835 feet of lake slope with trucked in fill Dirt, and Coconut erosion mat plus matching Sod for a total cost of $= \dots$ \$73,400.00

(Option 2, repair 4:1 slopes with fill dirt, filter fabric and 3 to 6 inch Rip Rap)

- 1. A 4 man crew will fill and trench in erosion filter fabric within the 5 to 7 foot wide eroded area between the existing 4:1 slope and the established planted littorals in Lake 3.
- After slopes are repaired, a layer of (3 to 6 inch) Rip Rap will be installed, between 6 to 30 inches thick to extend the 4:1 slope until it 2. meets the planted littorals shelf.
- Lawns will be repaired with dirt or sod within work areas, where crossing has damaged grass, (after lake repairs are 3. completed) Work is estimated to take 35 days to complete if work is not affected by weather or access.
- Option 2 (Easterly Lake of Three) repair 1835 feet of lake slope with truck in fill Dirt, Erosion filter fabric and 3 to 6 inch Rip Rap material, plus matching Sod for a total cost of = ...\$ 92,770.00

Note: Any additional work and services requested, and is not found in this Proposal can be done, but will require additional cost to be paid in full with proposal fee upon the completion of job.

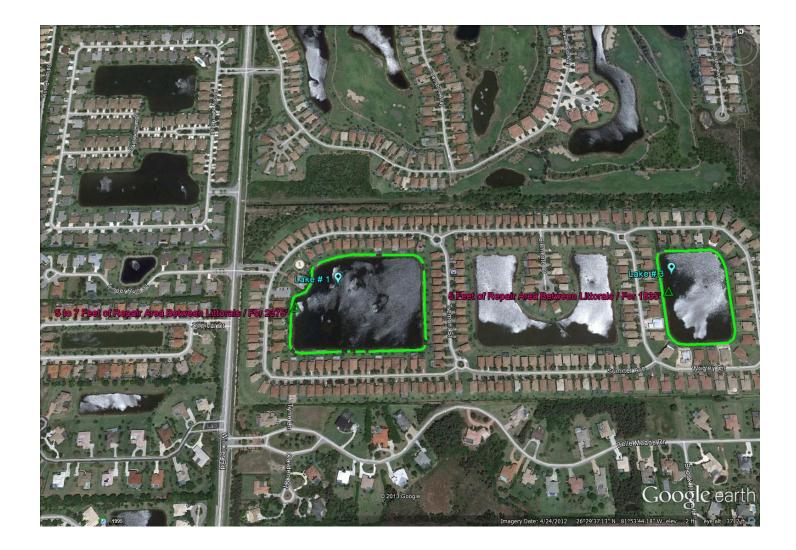
We at Copeland Southern Enterprises hope this meets your approval and satisfies your requirements. If so please sign this contract proposal and return a copy to our office by Fax or Email. Should you have any questions or need any additional information, Please do not hesitate to call Scott Copeland at 239-995-3684 or Mobile # 239-707-6806.Fax 239-995-0058

OWNER AUTHORIZATION: I warrant and represent that I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the charges upon the completion of the Job resulting there from as identified in the "FEE TYPE" section above. I have read, understand and agree to these Standard Business Terms.

Authorized Signature:

Date:

Typed Name & Title:



Crocker Land Development, LLC. 9780 Littleton Road North Fort Myers, FL 33903

Estimate

Date 3/6/2014 Estimate # 194

Name / Address

Catalina Isles Community Attention : Barraco & Assoc.

P.O. # Terms

| Due Date | 3/6/2014 |
|----------|----------|
| Other | |

| Description | Qty | Rate | Total |
|---|--------------|------------------|------------|
| Provide materials, labor, equipment and supervision to repair the two eroded lake banks (east lake 1,835 I.f., west lake 2,375 I.f. approximately 6' wide) Scope of work - Install trucked in fill dirt (maintain 4:1 slope) compact, install coconut erosion mat, and flortam sod to match existing. Repair all damaged yards (within work areas)) with dirt and or sod. The existing planted Littorals around lakes will not be disturbed. | | 125,800.00 | 125,800.00 |
| * All required permits to be provided by owner or their designee. * This estimate is based on the Following: community providing Crocker Land Development (CLD) a material/equipment staging area with access to the lakes within 200' of each lake. Also, a 15' to 20' access around the lakes for work,equipment/material hauling. * Hours of operation from 8:00 A.M. to 5:00 P.M. Monday thru Friday, for deliveries, performing work, etc. | | | |
| Please contact Kelley Crocker with any questions 239-229-8 | 003 | Subtotal | |
| | | Sales Tax (0.0%) | |
| | | Total | |
| Crocker Land Development, LLC. cbhservice@aol.com | 239-229-8003 | | |

239-997-5129

Crocker Land Development, LLC. 9780 Littleton Road North Fort Myers, FL 33903

Estimate

Date 3/6/2014 Estimate # 194

Name / Address

Catalina Isles Community Attention : Barraco & Assoc.

P.O. # Terms

| Due Date | 3/6/2014 |
|----------|----------|
| Other | |

| Description | Qty | Rate | Total |
|---|-----|------------------|--------------|
| * Due to mother nature and potential infrastructure failures, CLD can not guarantee/warranty their scope of work after project completion and acceptance that future erosion and will not occur (excessive rains, flooding, drainage problems, etc.) * Community to locate and temporarily remove where possible all sprinkler heads within work areas to help minimize damage to irrigation system. CLD will repair any sprinkler heads that they damage. * CLD will not be held responsible for the new sod after project acceptance /completion (Proper watering to be provided by others).Also, if sprinklers are removed from project area, CLD will not be held responsible for grass drying out/dying in areas outside the designated work areas. Irrigation system must be turned off within the area of construction until the work is completed to prevent erosion. * Prior to work commencement deposit, payment draws, and final payment schedule can be discussed/determined if proposal is accepted. * Estimate does not include any floating protective barriers or silt fence. CLD will provide an estimate upon request. | | | |
| Please contact Kelley Crocker with any questions 239-229-8 | 003 | Subtotal | \$125,800.00 |
| | | Sales Tax (0.0%) | \$0.00 |
| Crocker Land Development, LLC. | | Total | \$125,800.00 |

cbhservice@aol.com

239-229-8003 239-997-5129



 Golf Courses Canals Waterway Properties Shoreline Restorations Dredging Seawall Restorations

TO: **Catalina at Winkler Preserve CDD** c/o Molly A. Syvret **District Manager** Rizetta & Company, Inc. 9530 Marketplace Blvd, Suite 206 Fort Myers, FL 33912

DATE: March 13, 2014

PROPOSAL – ACCEPTANCE SUBJECT:

CATALINA LAKES LAKE EMBANKMENT EROSION RESTORATION PROJECT

NOTE: Please note that we performed an inspection on March 12, 2014 of the two lakes located in Catalina Lakes community to determine the severity of the lake bank erosion. Both these lakes require a two container GEO-tube system to restore and stop future erosion. There is visual signs of CAP-rock / coral rock and some littoral aquatic planting before the lake drops down to much deeper water. Signs of this rock is usually proof of very poor material / sand availability. To perform GEO-tube construction we need sufficient material availability. Both these lakes will require approximately 1,263 C/Y of sand to construct the tubes and backfilling thereof.

WESTERN LAKE

For the unit price of \$22.50/ linear ft. EBI (Erosion Barrier Installations, Corp.) will provide all labor, equipment and materials to install 2,375 linear ft of our 404 Filter weave Woven GEO-Textile tubing. TOTAL

\$53,437.50

and

10400 State Road 84, Building 11, Unit 105, Davie, Florida 33324 Office: (954) 680-8603 Fax: (954) 680-8602 Cell: (954) 650-4556 www.erosionbarrier.com

For the unit price of \$15.50 / linear ft. EBI (Erosion Barrier Installations, Corp.) will provide all labor, equipment and materials to install 2,375 linear ft of our 6oz Non woven GEO-Textile tubing for backfilling purposes. TOTAL \$36,812.50

EASTERN LAKE

For the unit price of \$22.50/ linear ft. EBI (Erosion Barrier Installations, Corp.) will provide all labor, equipment and materials to install 1,835 linear ft of our 404 Filter weave Woven GEO-Textile tubing. TOTAL

\$41,287.50

and

For the unit price of \$15.50 / linear ft. EBI (Erosion Barrier Installations, Corp.) will provide all labor, equipment and materials to install 1,835 linear ft of our 6oz Non woven GEO-Textile tubing for backfilling purposes. TOTAL \$28,442.50

MATERIAL / SAND FOR THE ABOVE PROJECT

WESTERN LAKE

 \pm 713 C/Y of sand required for this lake @ \$240.00 / truckload ± 42 Truckloads @ \$240.00 / truckload \$10,080.00

EASTERN LAKE

 \pm 551 C/Y of sand required for this lake @ \$240.00 / truckload ± 32 Truckloads @ \$240.00 / truckload \$ 7,680.00

MACHINE RENTAL AND OPERATOR - SAND TRANSPORTATION FROM DUMPING AREA TO LAKE AREAS

| Front loader (bucket size 2.5 C/Y) + Operator | - | \$5,000 / week |
|---|---|-------------------------|
| Estimated installation of GEO-tubes per week | - | ± 800 - 1000 linear ft. |

SODDING OF THE ABOVE INSTALLATIONS

| WESTERN LAKE ± 23,750 sq. ft. of sod required for the above @ .45c / sq. ft. Total | \$10,687.50 |
|---|------------------------------------|
| ± 4,750 sodding staples required for securing sod to lower GEO @ .12c / staple Total ESTIMATED SODDING TOTAL | D-Tube \$ 570.00 \$11,257.50 |
| <i>EASTERN LAKE</i> ± 18,350 sq. ft. of sod required for the above @ .45c / sq. ft. Total | \$ 8,257.50 |
| ± 3,670 sodding staples required for securing sod to lower GEG @ .12c / staple Total ESTIMATED SODDING TOTAL | D-Tube \$ 440.40 \$ 8,697.90 |

*Additional sod might be required to replace damaged sod due to front loader sand transportation. Final sodding invoice will be adjusted accordingly.

Our **payment schedule and terms** are 50% down payment and balance due in full upon completion.

Important Information regarding our Workers Compensation

We need to inform you about our Workers Compensation Class Code, this is extremely important in the work we perform due to the danger involved with commercial diving and operations conducted on water. The governing class code on our Workers Compensation policy is Class Code 7394.

The classification includes divers and deck hands or other "diving tender" support personnel who assists in diving activities such as line handlers and pump persons. Diving support personnel, be they located on a vessel or on

shore, are included within the scope of this classification. Crews of vessels with divers aboard are classified under the appropriate vessel classification.

FYI: In the event of any other Class Codes being used you would be exposed to the potential of claim denial due to MISREPRESENTATION. The National Council on Compensation Insurance (NCCI) determines all class code eligibility for the entire country. Geo Tube construction field employees can only work under this Class Code 7394.

INCORPORATION BY REFERENCE OF CONTRACT DOCUMENTS

The general conditions of the contract, specifications, together with this agreement, form the contract, and they are as fully a part of the contract as if attached to or repeated in this contract.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strike, accidents, weather and management approval. We reserve the right to remedy any collateral damage done during our installation or service. This proposal is subject to acceptance within 60 days and is in void thereafter at the option of the undersigned.

ATTORNEY'S FEES AND COSTS

In any controversy, claim or dispute arising out of, or relating to, this Agreement or the method and manner of performance of this Agreement or the breach of this Agreement, the prevailing party shall be entitled to and awarded, in addition to any other relief, a reasonable sum as litigation expenses. For the purposes of this provision the term proceeding shall include arbitration, administrative, bankruptcy, and judicial proceedings, including appeals from those all such proceedings.

GOVERNING LAW

All provisions of this Agreement shall be construed, given effect, and enforced according to the laws of the State of Florida.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties. No variations, modifications, or changes of this Agreement shall be binding on any party unless set forth in a document duly executed by or on behalf of the party.

It is understood and agreed by the parties to this contract that if any of the provisions of the contract shall contravene, or be invalid under, the laws of the State of Florida, the contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly.

FLORIDA'S CONSTRUCTION LIEN LAW

According to Florida's construction lien law (§ 713.001 to 713.37, Fla. Stat.), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owned money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

| Date: |
|-------|
|-------|

Signature:

Signature: _

Erosion Barrier Installations, Corp.

Date: March 13, 2014



Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Design-Build (Engineering, Surveying, Permitting, Construction) Reinforcing the American Soils for over a decade

Proposal prepared for:

Catalina at Winkler Preserve CDD

c/o Molly A. Syvret District Manager Rizzetta & Company, Inc. 9530 Marketplace Blvd. Suite 206 Fort Myers, FL 33912

3/10/2014



Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Design-Build (Engineering, Surveying, Permitting, Construction) Reinforcing the American Soils for over a decade

Landshore Enterprises, LLC, d/b/a Erosion Restoration, LLC, is a Florida Limited Liability Company established on 8/5/2002. We are a local company based in Fort Lauderdale, FL and have over 50 years of combined experience. Our main customers are Government Agencies, Home Owner Associations, Golf Courses and Private Home Owners.

Our company successfully creates viable solutions for protecting shorelines from erosion. We perform investigations of specific conditions to modify the erosion products for continual improvements. We have conducted research of varied conditions and, even modified the geo-tubes for unique installation methods to effectively prevent erosion, now known as Eco-Filter Tube (EFT[™]), superior to any other existing alternative. We use a full range of geo-synthetics and reinforcement earth methods as well as implementing moderate cost alternatives such as gabions, rip-rap, walls, etc. We also design and perform the construction of conventional retaining structures such as: concrete gravity walls, cantilever walls, and steel sheet piles.

Landshore Enterprises, LLC has an Engineering Department which performs design and supervision as well as coordination with other disciplines and professions. Each project is individually tailored for the optimal solution, perfectly placed to invisibly blend in with existing conditions. We consistently are seeking, selecting and obtaining the latest ASTM-Compliant materials as well as innovative and adaptive technologies which result in direct savings to our clients and guarantee durability of construction.

We are a member of the American Society of Civil Engineers, Better Business Bureau since 2006, rated A+, and received certification from South Florida Water Management District as a Small Business. We are also a Minority Owned Business. We are licensed to do business in the state of Florida.

Respectfully,

Landshore Enterprises, LLC



Catalina at Winkler Preserve CDD c/o Molly A. Syvret, District Manager Rizzeta & Company, Inc. 9530 Marketplace Blvd., Ste. 206 Fort Myers, FL 33912

Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Design-Build (Engineering, Surveying, Permitting, Construction) Reinforcing the American Soils for over a decade

ESTIMATE #2050

Date: 3/10/2014

JOB DESCRIPTION

Eco-Filter Tube (EFT[™]) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore engineered EFT[™] system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service (LOS), pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

JOB SCOPE

Shape shoreline to create an even shelve for the tube to lay on. Install Eco-Filter Tube (EFT^{M}) in place to comply with South Florida Water Management District and Environmental Resource Permit. Fill EFT^{M} to design water level and not exceeding 9". After installing EFT^{M} base tube an additional EFT^{M} will be pumpled on top of base tube that will be a sacrifical tube to fill in all voilds. It will be cut open. San will be spraid over to create a proper slope and to match excisting slope. Sod will be added on repaired area for additional erosion control and to protect the installed EFT^{M} .

ITEMIZED ESTIMATE: TIME AND MATERIALS

| General Site Preparation/Mobilization | | | |
|--|--|--------------------------|--------------|
| Earth Work | | | |
| Trackhoe with Operator | 40 HR. | | |
| Shoreline Protection Construction WEST LAKE | | | |
| EFT™ Base 7.5' circumference | 2,375 L.F. | | |
| EFT™ Backfill 7.5' circumference | 2,375 L.F. | | |
| EASTERN LAKE | | | |
| EFT™ Base 7.5' circumference | 1,835 L.F. | | |
| EFT™ Backfill 7.5' circumference | 1,835 L.F. | | |
| Cleaning/Finish Grading | | | |
| Subgrade/fine grade repaired slope | 25,260 S.F. | | |
| Sodding | | | |
| Floritan | 25,260 S.F. | | |
| Note, this estimate was made based on visual | observations and it is subject to chai | nge. | |
| | | TOTAL ESTIMATED JOB COST | \$134,546.00 |



d/b/a Erosion Restoration, LLC

Landshore Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation Design-Build (Engineering, Surveying, Permitting, Construction) Reinforcing the American Soils for over a decade

PAYMENT SCHEDULE

Landshore Enterprises' payment policy is as follows: 25% Booking Date 35% Commencement Date 20% After installation of Erosion Control products 20% Completion Date

Invoice is due upon receipt

SPECIAL CONDITIONS

The prices quoted in this proposal are based on visual observation only. The client is responsible for survey, engineering and permitting with all government agencies having jurisdiction over the subject site. Actual prices may vary due to pre-existing geotechnical, or hydrographic conditions which will require different equipment, labor and material. No changes to the approved contract will be made without written approval from the client. Landshore Enterprises, LLC will reimburse to the client 90% of savings resulting from value engineering.

Unless the client provided comprehensive and conclusive engineering report or paid for the same services to Landshore Enterprises, LLC, the stipulated above price does not include rock removal, addition of suitable material as necessary, heavy equipment, land surveying, bathymetric survey, geotechnical exploration, engineering or permitting.

Landshore Enterprises, LLC is not responsible for damage to utilities if as-built drawings or locations are not provided by the client. Landshore Enterprises, LLC reserves the right to change this estimate unless an agreement is reached within 90 days of the original estimate date.

This is an estimate only. This is not a contract. This estimate is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

Client Representative Signature

Landshore Enterprises Representative Signature

Date

Date



SHORELINE PROTECTION



YOUR ENDURING EROSION SOLUTION

GOVERNMENT • GOLF COURSES • RESIDENTIAL • HOA



LANDSHORE.COM

YOUR ECO-FRIENDLY SOLUTION TO EROSION

It's quick to install and causes next to no impact to the environment

Before

The Eco-Filter Tube[™]Installation Specialists

Golf course superintendents, lake managers, property owners and government agencies that are eager to improve their lakes while controlling expenses have found the Eco-Filter Tube[™] to be the perfect solution. With current budgets being tighter than ever, the Eco Filter Tube[™] has proven to be the most cost-effective method of erosion renovations while providing the greatest natural aesthetics.

The Eco Filter Tube[™] is widely used in various environmental renovations and on civil engineering projects including golf course construction, tunneling, bridge construction, wetland reclamation, shoreline protection groynes, break-waters and containment of solid particles from biological waste. Because of its numerous benefits and incredible versatility, Landshore[™] Enterprises has installed our system in a variety of environments across the country. No matter what the application or project size, Landshore[™] Enterprises will provide you with an unparalleled product and service.



Landshore[™]Enterprises' Specialities

Shoreline Erosion Control Ground Stabilization, Reconstruction & Reclamation Dewatering & Sediment Control Culvert Cleaning

Who We Are

Fully Insured & Bonded Decades of Experience Warranty FEMA Calculations Collaborate with Engineers, General Contractors, and Surveyors FULL Satisfaction on Any Project Ecologically Friendly to the Environment Quality Work in a Timely Manner

Landshore[™]Enterprises is commited to helping each of its clients achieve their objectives. We understand that each project conjures up different circumstances and an array of complex challenges that demand our utmost attention. We have the expertise, resources, technology and collaborative insight to create designs and solutions that far exceed our clients' expectations. Because we are committed to providing quality work in a timely manner, our company guarantees FULL satisfaction on all projects. Landshore[™] Enterprises' comprehensive experience, outstanding responsiveness, and fiscal conscientiousness have made us innovative leaders in our industry.

EROSION CONTROL WITH SUPERIOR DURABILITY

Discover the most cost effective solution to erosion renovations

This is Your Problem







Shoreline erosion is a continual and enduring problem. Many times land degradation is exacerbated by factors such as **wave action, tidal flow, winds, and storm run-off**. The resulting washout and undercutting that compromise the shoreline's integrity, weakens its natural structure. Over time, the lake bank becomes an unstable surface that invariably becomes a real nuissance and an unsightly mess. Members and residents want the ground repaired as quickly as possible while staying within budget. The question is, how best to do it?

The Clear Solution







Shoreline restoration is a complex process that requires planning, implementation, monitoring, and management. Not only does Landshore Enterprises restore lost or degraded land, but we also create a barrier against further erosion using various methods.

The Eco-Filter Tube[™] System is designed with a sturdy polypropylene textile (woven or non-woven) material that increases soil stability, provides erosion control, and aids in drainage. The Eco Filter Tube[™] is filled with sand and organic material from the adjacent body of water, removing the need to bring in costly materials and the potential of damage caused by heavy equipment. The Eco-Filter Tube[™] stabilizes the underlying shoreline and creates a barrier against further erosion. Once the shoreline has been restored, any type of foliage can be planted and it can be safely walked on or driven on by machinery. Landshore[™] Enterprises will design and create the perfect landscape that you desire!



Features of the Eco-Filter Tube™

High resistance to punctures, tears, and abrasions.
High Filtration efficiency and solids retention.
Able to withstand wave motion and rapid water movement.
Resistant to naturally encountered chemicals, alkalines, and acids.
Resistance to ultra violet degradation.
Run-off water will percolate through the material trapping pesticides and herbicides.

HOW LANDSHORE[™]'S ECO FILTER-TUBE[™] WORKS

Eco-Filter Tubes[™] are uniquely designed containers that can be filled with sand or reclaimed material. Excess water drains through small pores in the Eco-Filter Tube[™] which leads to efficient volume reduction of the containment material. The retained material continues to consolidate as residual water drains through the Eco-Filter Tube.[™] This creates a solid shoreline barrier that is both aesthetically pleasing and a permanent solution to erosion. The Eco-Filter Tubes[™] are made of either non-woven or woven polypropylene textiles that have been specifically designed for controlling shoreline erosion and to meet all industry standards.

STEPS IN RESTORING YOUR SHORELINE

Equipment

All our equipment is contained on board a small boat which allows us to be extremely mobile and capable of launching in any location. By using a boat we are also able to eliminate the need for heavy machinery which would damage the surrounding area. Normal operations and routine can continue working unhindered by the water side.

Preparation

Landshore[™] Enterprises' Eco-Filter Tubes[™]are laid out along the shoreline and staked down to hold them in place. Eco-Filter Tubes[™]can be stacked in just about any way to contour to the existing gradient or new slopes can be created by laying the Eco-Filter Tubes[™] in specific patterns.

The Process

Water along with sand is pumped into the tube forcing the sand to evenly collect throughout the tube. As the tubes fill, they form to the contours of the shoreline. Rocks and other debris can be left in place as the tube will simply form over and around them.

Once the base tubes are pumped, additional backfill tubes are installed. The contents of those tubes are then spread out evenly to create a smooth surface and the preferred slope on which the turf (or other native foliage) is laid.









DEWATERING

Eco-Filter Dewatering Tube

Silt Removal and Sludge Dewatering

There are many acceptable methods for removing silt, sediments, and sludge from lakes, lagoons, and ponds, such as filter presses, dryers, confined disposal areas and chemical dewatering. These other options however, can be harmful to the environment, costly and time-consuming. The use of Landshore[™]Enterprises' Eco-Filter Tubes[™] for dewatering is gaining popularity as an economical alternative with minimal environmental impact.

Eco-Filter Tubes[™] for dewatering are constructed of a permeable woven high tensile strength and modulus geotextile made of 100% polypropylene yarn. These dewatering tubes allow water to drain through the openings while retaining the sludge. It is often acceptable to allow the clean percolated water to be discharged back into an adjacent body of water, local streams or drainage systems.

Eco-Filter Tubes[™] for dewatering have proven themselves to be extremely efficient for containment and dewatering of pump slurry by-products, industrial waste, municipal sludge, pulp and paper sludge, and other marine sediments. They are custom manufactured in circumferences and lengths for each particular application with prefabricated filling ports and tie down straps along the length of the tubes. They will work well with any hydraulically transported material. The dewatering tubes are specially designed for the mechanical stresses associated with the filling and placement processes, including abrasion, tearing, puncturing, and flattening.

Eco Concrete Matt



Sheet Piling



Rip Rap







BEFORE



BEFORE



BEFORE



AFTER



AFTER



AFTER

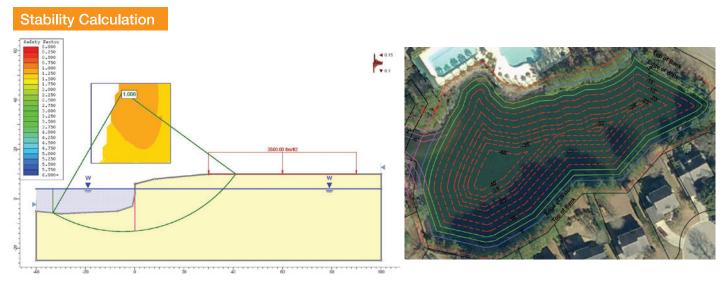


A REPUTATION THAT HAS A PROVEN TRACK RECORD

Over the years, Landshore[™] Enterprises has provided a level of service that goes beyond the norm. By delivering on time and within budget we always strive to exceed the expectations of our clients. We became a design-build company that strives to ensure the right products are used to protect your shoreline.

Landshore[™] Enterprises will restore your property's natural charm while maintaining the intended design integrity. With a rapidly growing reputation for professional services that exceeds our clients' expectations, Landshore[™] Enterprises is placing itself at the forefront of the industry.

ENGINEERING

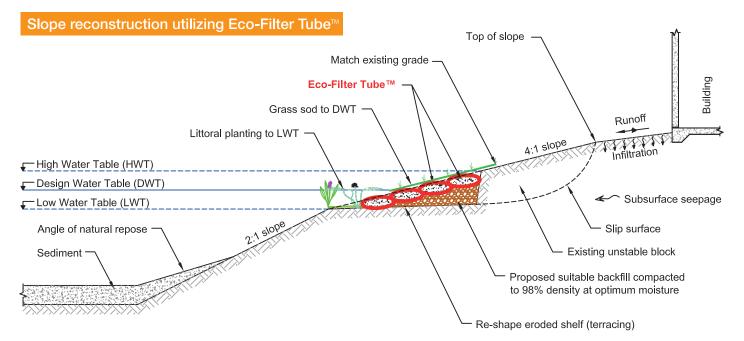


The engineering department of our company provides most accurate measurements and tests which allow us to choose optimum technology, precisely calclulate labor, selection of necessary materials, significantly reduce cost of construction, eliminate unsubstantiated risks and increase longevity of product to insurable warranty period as desired by our educated clients using FEMA approved methods.

Our philosophy is finding a problem and forever eliminating its origin through proper balance, symmetry, harmony and equilibrium of forces instead of fighting against nature or patching work which costs more in the long run.

We are currently utilizing conventional surveying equipment such as Topcon Total Stations, Trimble GPS, Trimble Spectra Precision Laser, Leica Disto, Sonar, Humboldt Penetrometer, Soil Boring and two types of soil extration equipment. We perform bearing capacity analysis, stability evaluation and sheet pile bending calculations in order to guarantee that our installation will not fail years later due to some pre-existing conditions.

Clients of our department are savvy and experienced property managers who know how expensive and dangerous it may be to hire a contractor without consulting an engineer.



LANDSHORE MENTERPRISES

SHORELINE PROTECTION SPECIALISTS

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Tab 5

RESIGNATION FROM THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

I, JUKNW VEWEC, hereby tender my resignation from the Catalina at Winkler Preserve Community Development District Board of Supervisors, to be effective as of Marat 10 , 2014.

<u>3/10/14</u> Date Signature BNROS' Printed Name