

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

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

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS MEETING
MAY 21, 2014**

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT AGENDA May 13, 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 Richard Bonito	Chairman Vice Chairman Assistant Secretary Assistant Secretary Board Supervisor
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 **Public Comment**. The Public 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**

May 13, 2014

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

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District will be held on **Wednesday, May 21, 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 CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisor's Meeting held on April 3, 2014..... Tab 1
 - B. Consideration of the Operation and Maintenance Expenditures For the Months of March and April 2014..... Tab 2
- 4. BUSINESS ITEMS**
 - A. Discussion Concerning Partial Easement Vacation at Lot 67 Tab 3
 - B. Consideration of Proposals for Aquatic Maintenance Services... Tab 4
 - C. Consideration of Barraco & Associates Contract Addendum No. 3, Related to NPDES MS 4 Year 3 Annual Report Tab 5
 - D. Presentation of Fiscal Year 2014/2015 Proposed Budget..... Tab 6
 - E. Consideration of Resolution 2014-03, Approving a Proposed Budget and Setting a Public Hearing Thereon..... Tab 7
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,

Molly A. Syvret

Molly Syvret
District Manager

cc: Charles Bowen, Hopping Green & Sams, PA

Tab 1

MINUTES OF MEETING

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

The special meeting of the Board of Supervisors of Catalina at Winkler Preserve Community Development District was held on **Thursday, April 3, 2014 at 9:05 a.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
John Kirkbride	Board Supervisor, Vice Chairman
Butch Johnston	Board Supervisor, Assistant Secretary
James Ratz	Board Supervisor, Assistant Secretary
Dick Bonito	Board Supervisor

Also present were:

Molly Syvret	District Manager, Rizzetta & Company, Inc.
Chuck Bowen	District Counsel, Hopping Green & Sams, P.A. (Via Speaker Phone)
Carl Barraco	District Engineer, Barraco & Associates, Inc.
Doug Tarn	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 stated for the record that there were no audience members present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Special Board of Supervisors' Meeting
held on March 19, 2014**

Ms. Syvret presented the minutes of the Special Board of Supervisors' Meeting held on March 19, 2014. She asked if there were any revisions to the minutes. There were none.

On a Motion by Mr. Kirkbride, seconded by Mr. Sherman, with all in favor, the Board approved the Minutes of the Special Board of Supervisors' Meeting held on March 19, 2014, for the Catalina at Winkler Preserve Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of Proposals for Lake
Bank Remediation**

Mr. Barraco advised the Board that the two additional bids that were requested were not received, noting that it is likely a result of the time constraints for submitting. Mr. Barraco recommended the Board first determine which method of repair it would like to utilize and then try to make a decision between the contractors. Discussion ensued and questions from the Board were entertained.

On a Motion by Mr. Ratz, seconded by Mr. Sherman, with four in favor and one opposed, the Board approved a contract with Crocker to complete repairs to the Westerly lake, in an amount not to exceed \$70,967.93, subject to request of a discount to reduce the amount to \$65,000, and subject to review and approval of the contract by District Counsel, and Authorizing the Chairman to execute the Contract, for the Catalina at Winkler Preserve Community Development District.

Discussion ensued regarding access. Mr. Ratz will review the contract and Mr. Sherman will be the on-site point of contact related to staging and access to the area as well as irrigation.

FIFTH ORDER OF BUSINESS

**Consideration of Proposal for Preserve
Maintenance**

Ms. Syvret provided an overview of the proposal received from Nature's Blueprint for preserve maintenance in the amount of \$5,705.00 for a total of four treatments; she advised the initial treatment is \$1,865.00 and each subsequent treatment is \$1,280.00. Discussion ensued.

On a Motion by Mr. Johnston, seconded by Mr. Kirkbride, with all in favor, the Board authorized a contract with Nature's Blueprint for Preserve Maintenance, in the amount of \$5,705.00, for the Catalina at Winkler Preserve Community Development District.

SIXTH 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 the next regular meeting of the Board of Supervisors will be held on May 21, 2014 at 3:30 pm, at which time the proposed budget for Fiscal Year 2014/2015 will be presented.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and Comments

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

EIGHTH 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. Johnston, seconded by Mr. Sherman, with all in favor, the Board adjourned the meeting at 10:14 a.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 March 2014 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2014 through March 31, 2014. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,207.81**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

Catalina at Winkler Community Development District

Paid Operation & Maintenance Expenses

March 1, 2014 Through March 31, 2014

10101 - Cash-Operating Account

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Allstate Resource Management, Inc.	0787	100629	Lake & Mitigation Maintenance 03/14	\$ 450.00
Breeze Corporation	0788	95154	Acct # L00993 Legal Advertising 03/14	\$ 44.50
Catalina at Winkler Homeowner's Association, Inc.	0784	Feb-14	Reimb Electric Util to CDD Aerator Sys 02/14	\$ 140.00
Florida Power and Light Company	0785	09846-68343 02/14	17043 Tremont St #Aerator 02/14	\$ 147.96
Florida Power and Light Company	0785	11246-08348 02/14	17213 Wrigley Cir #Aerator 02/14	\$ 67.85
Rizzetta & Company, Inc.	0786	16359	District Management Fees 03/14	\$ <u>3,357.50</u>
Report Total				\$ <u><u>4,207.81</u></u>



Invoice

100629

Bill To

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

Contact Us

info@allstatemanagement.com

Phone: (954) 382-9766

Fax: (954) 382-9770

Please retain this portion for your records

Due Date 3/1/2014

Terms

Account # 1728

PO #

Description	Amount Due
Lake Management Services	325.00
Lake Management Services-Littoral Shelves	125.00
<div style="text-align: right;">FEB 18 2014 Date modified: _____ D/M approval: <u>mas</u> on <u>2/20/14</u> Date entered: FEB 18 2014 Fund: <u>001</u> of <u>53800.00</u> <u>H605</u> Check# _____</div>	
Total	\$450.00

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

Invoice # 100629

Account # 1728

Amount Enclosed: \$ _____

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

Please return this portion with your payment

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

03/11/2014 4:00:07PM

33912

No: 95154

Phone: 239 936-0913

Ad No 95154	Customer No: L00993	Start Date 03-12-2014	Stop Date 03-12-2014	Category: Legals		Classification: MISCELLANEOUS		
Order No	Rate: LA	Lines: 89	Words: 300	Inches: 8.65		Cost 44.50	Payments .00	Balance 44.50
Publications ... Runs Breeze Legals ... 1 Online Legals ... 1		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number		Card Expire
		<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">Identifier</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">Notice of Special Meeting Catalina at Winkler Preserve Community Development District</div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;">A special meeting of the Board of Supervisors of the Catalina</div> <div style="text-align: right; margin-top: 20px;">MAR 14 2014</div> <div style="text-align: right; margin-top: 10px;">mm 3/19/14</div> <div style="text-align: right; margin-top: 10px;">MAR 18 2014</div> <div style="text-align: right; margin-top: 10px;">001 51300 4861</div>						
*=Extend Expiration Date								

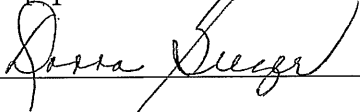
**CAPE CORAL BREEZE
PUBLISHED CAPE CORAL, FLA**

Affidavit of Publication

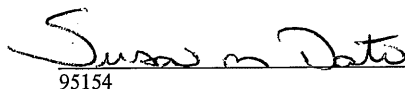
State of Florida

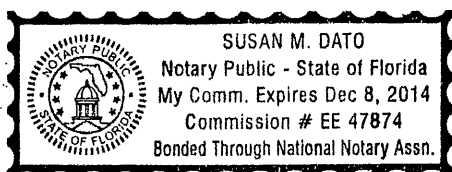
County of Lee

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 Ad, in the matter of Catalina at Winkler Preserve Community Development District, as published in said newspaper in the issues, March 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
March 12, 2014
Notary Public


95154



**Notice of Special Meeting
Catalina at Winkler Preserve
Community Development
District**

A special meeting of the Board of Supervisors of the 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, Florida 33912.

The meeting is open to the public and will be conducted in accordance 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 accommodations 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 contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Molly Syvret
District Manager

Run date: 03/12/2014
95154

INVOICE

Catalina at Winkler HOA
12650 Whitehall Drive
Fort Myers, FL 33907

DATE:
INVOICE #
FOR:

February 1, 2014
Feb-14
Electric Service

Bill To:

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

DESCRIPTION	AMOUNT
Feb - Areator electrical service running of pool electric at Catalina	\$140.00
<div style="text-align: right;">02/14</div> <div style="text-align: center;"> MAR 0 8 2014 mm 3/4/14 MAR 0 4 2014 Fund 001 53100 4301 </div>	
<p>Please make check payable to:</p> <p>Catalina at Winkler</p> <p>12650 Whitehall Drive</p> <p>Ft Myers, FL 33907</p>	
TOTAL	\$140.00



/ 27

5319098466834346974100000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share \$ _____

B 5,7,8 5319 4

AUTO **R1 1270
1 099280



CATALINA AT WINKLER
PRESERVE CDD
9530 MARKETPLACE RD STE 206
FORT MYERS FL 33912-0393

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001



Account number	Total amount you owe	New charges due by	Amount enclosed
09846-68343	\$147.96	Mar 19 2014	\$ 147.96

Your electric statement**Account number: 09846-68343**

For: Jan 29 2014 to Feb 26 2014 (28 days)

Customer name: CATALINA AT WINKLER

Service address: 17043 TREMONT ST # AERATOR

Statement date: Feb 26 2014

Next meter reading: Mar 27 2014

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
168.28	168.28 CR	0.00	0.00	147.96	\$147.96	Mar 19 2014

Meter reading - Meter ACD7513

Current reading 28958
Previous reading - 27686
kWh used 1272

Amount of your last bill 168.28
Payment received - Thank you 168.28 CR
Balance before new charges \$0.00

Energy usage

	Last Year	This Year
kWh this month	547	1272
Service days	28	28
kWh per day	20	45

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount 128.06**
Storm charge 0.96
Gross receipts tax 3.31
Franchise charge 5.95
Florida sales tax 9.68

Total new charges**\$147.96******The electric service amount includes the following charges:**

Customer charge: \$7.13
Fuel: \$43.16
(\$0.033930 per kWh)
Non-fuel: \$77.77
(\$0.061140 per kWh)

Total amount you owe**\$147.96**

- Payments received after **March 19, 2014** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The Florida Public Service Commission approved a quarterly storm charge adjustment that will apply to your bill beginning in March. Visit FPL.com/rates to learn more about the charges on your bill.

MAR 03 2014
MAR 04 2014
001 53100 4301



Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com



FPL

2 099280

/ 27

5319112460834885876000000

Please request changes on the back.
Notes on the front will not be detected.

The amount enclosed includes the following donation:
FPL Care To Share \$ _____

B 5,7,8 5319 8

CATALINA AT WINKLER
PRESERVE CDD
9530 MARKETPLACE RD STE 206
FORT MYERS FL 33912-0393

Make check payable to FPL in U.S. funds
and mail along with this coupon to:

FPL
GENERAL MAIL FACILITY
MIAMI FL 33188-0001

Account number	Total amount you owe	New charges due by	Amount enclosed
11246-08348	\$67.85	Mar 19 2014	\$ 67.85

Your electric statement

For: Jan 29 2014 to Feb 26 2014 (28 days)

Customer name: CATALINA AT WINKLER

Service address: 17213 WRIGLEY CIR # AERATOR

Account number: 11246-08348

Statement date: Feb 26 2014

Next meter reading: Mar 27 2014

Amount of your last bill	Payments (-)	Additional activity (+ or -)	Balance before new charges (=)	New charges (+)	Total amount you owe (=)	New charges due by
75.32	75.32 CR	0.00	0.00	67.85	\$67.85	Mar 19 2014

Meter reading - Meter ACD7626

Current reading 12041
Previous reading - 11498
kWh used 543

Amount of your last bill 75.32
Payment received - Thank you 75.32 CR
Balance before new charges \$0.00

Energy usage

	Last Year	This Year
kWh this month	506	543
Service days	28	28
kWh per day	18	19

New charges (Rate: GS-1 GENERAL SVC NON-DEMAND / BUSINESS)

Electric service amount 58.75**
Storm charge 0.41
Gross receipts tax 1.52
Franchise charge 2.73
Florida sales tax 4.44

****The electric service amount includes the following charges:**

Customer charge: \$7.13
Fuel: \$18.42
(\$0.033930 per kWh)
Non-fuel: \$33.20
(\$0.061140 per kWh)

Total new charges\$67.85**Total amount you owe****\$67.85**

- Payments received after **March 19, 2014** are considered late; a late payment charge, the greater of \$5.00 or 1.5% of your past due balance will apply. Your account may also be billed a deposit adjustment.
- The Florida Public Service Commission approved a quarterly storm charge adjustment that will apply to your bill beginning in March. Visit FPL.com/rates to learn more about the charges on your bill.

MAR 03 2014
MAR 04 2014
001 53100 4301

Please have your account number ready when contacting FPL.
Customer service: 1-800-375-2434
Outside Florida: 1-800-226-3545
To report power outages: 1-800-4OUTAGE (468-8243)
Hearing/speech impaired: 711 (Relay Service)
Online at: www.FPL.com



FPL

RIZZETTA & COMPANY, INC.

5020 W Linebaugh Avenue

Suite 200

Tampa, FL 33624

DATE	INVOICE NO.
3/1/2014	16359

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
	PROFESSIONAL FEES:			
DM	District Management Services		1,820.00	1,820.00
ADMIN	Administrative Services		490.00	490.00
ACTG	Accounting Services		962.50	962.50
FC	Financial Consulting Services		85.00	85.00
	Services for the period March 1, 2014 through March 31, 2014			
	<div style="text-align: right;">FEB 27 2014 U/M approval <i>mmz</i> date <i>3/4/14</i> Date entered <i>MAR 04 2014</i> Fund 001 51300 3101 Check# 3100 3201 3111</div>			
			Total	\$3,357.50

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures April 2014 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2014 through April 30, 2014. This does not include expenditures previously approved by the Board.

The total items being presented: **\$16,168.38**

Approval of Expenditures:

_____ Chairman

_____ Vice Chairman

_____ Assistant Secretary

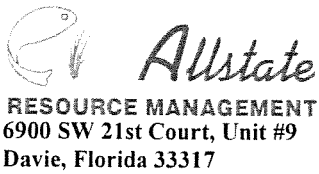
Catalina at Winkler Community Development District

Paid Operation & Maintenance Expenses

April 1, 2014 Through April 30, 2014

10101 - Cash-Operating Account

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Allstate Resource Management, Inc.	0804	100878	Fountain/Aerator Maintenance Qtrly	\$ 295.00
Allstate Resource Management, Inc.	0804	101234	Lake & Mitigation Maintenance 04/14	\$ 450.00
Barraco and Associates, Inc.	0789	14578	Engineering Services 03/14	\$ 3,814.00
Barraco and Associates, Inc.	0789	14578 CM	Engineering Services 03/14- Credit Memo	\$ (2,295.00)
Barraco and Associates, Inc.	0805	14656	Engineering Services 04/14	\$ 3,178.49
Breeze Corporation	0791	95317	Acct # L00993 Legal Advertising 03/14	\$ 44.50
Catalina at Winkler Homeowner's Association, Inc.	0792	Mar-14	Reimb Electric Util to CDD Aerator Sys 03/14	\$ 140.00
Floyd Johnston	0793	FJ031914	Board of Supervisors Meeting 03/19/14	\$ 200.00
Floyd Johnston	0800	FJ040314	Board of Supervisors Meeting 04/03/14	\$ 200.00
Hopping Green & Sams	0799	75247	General/Monthly Legal Services 02/14	\$ 1,828.89
James Ratz	0795	JR031914	Board of Supervisors Meeting 03/19/14	\$ 200.00
James Ratz	0802	JR040314	Board of Supervisors Meeting 04/03/14	\$ 200.00
John E. Kirkbride	0794	JK031914	Board of Supervisors Meeting 03/19/14	\$ 200.00
John E. Kirkbride	0801	JK040314	Board of Supervisors Meeting 04/03/14	\$ 200.00
Keith Sherman	0797	KS031914	Board of Supervisors Meeting 03/19/14	\$ 200.00
Keith Sherman	0803	KS040314	Board of Supervisors Meeting 04/03/14	\$ 200.00
Nature's Blueprint of SW FL LLC	0806	7029	Pine Straw Replenishment	\$ 3,355.00
Richard Bonito	0790	RB031914	Board of Supervisors Meeting 03/19/14	\$ 200.00
Richard Bonito	0798	RB040314	Board of Supervisors Meeting 04/03/14	\$ 200.00
Rizzetta & Company, Inc.	0796	16487	District Management Fees 04/14	\$ 3,357.50
Report Total				<u>\$ 16,168.38</u>



Invoice

100878

Bill To

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

Contact Us

info@allstatemanagement.com

Phone: (954) 382-9766

Fax: (954) 382-9770

Please retain this portion for your records

APR 21 2014

Due Date 2/18/2014
Terms Due on receipt
Account # 1728
PO #

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval MR Date 4/23/14
Date entered 4/22/14
Fund 001 GL 53800 OC 4401
Check# _____

Description	Amount Due
Fountain/Aerator Maintenance Services Recurring Quarterly	295.00

Total \$295.00

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

Invoice # 100878

Account # 1728

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

Amount Enclosed: \$ _____

Please return this portion with your payment

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

Invoice

101234

Bill To

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

Contact Us

info@allstatemanagement.com

Phone: (954) 382-9766

Fax: (954) 382-9770

Please retain this portion for your records

Due Date 4/1/2014

Terms

Account # 1728

PO #

MAR 14 2014
mmz 3/19/14
MAR 18 2014
001 53860 4605

Description	Amount Due
Lake Management Services	325.00
Lake Management Services-Littoral Shelves	125.00
04/14	

Total

\$450.00

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

Invoice # 101234

Account # 1728

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

Amount Enclosed: \$ _____

Please return this portion with your payment

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

MAR 31 2014
D/M approval *mas* Date *4/3/14*
Date entered *APR 01 2014*
Fund *001* GL *51300* CC *3103*
Checked

Invoice number 14578
Date 03/19/2014
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	1,002.60	40,104.00	37,290.00	2,814.00
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	1,500.00	0.00
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	60.00	1,500.00	500.00	1,000.00
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	250.68	86,484.91	82,670.91	3,814.00

01 (TM) General Consultation

	Hours	Rate	Billed Amount
Construction Observer	3.00	78.00	234.00
<i>Walk lake banks check for erosion</i>			
Project Engineer	1.50	110.00	165.00
<i>Research and correspondence regarding conservation signs.</i>			
Senior Construction Observer	9.00	95.00	855.00
<i>Lake bank conditions and contractor coordination</i>			
<i>Erosion repair bid from Scott Copeland</i>			
<i>Request bids from EBI and Landshore for geotube repairs</i>			
Senior Professional Engineer	8.00	195.00	1,560.00
<i>Coordinate erosion proposals</i>			
<i>Coordinate lake slope estimates</i>			
<i>Assist with SFWMD and sign location</i>			
<i>Prepare for and attend BOS meeting</i>			
subtotal	21.50		2,814.00
Phase subtotal			2,814.00

Invoice total 3,814.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14578	03/19/2014	3,814.00	3,814.00				
	Total	3,814.00	3,814.00	0.00	0.00	0.00	0.00

Credit Memo

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

Credit Date: 3/19/2014

APR 01 2014
M approval mas Date 4/3/14
re entered APR 01 2014
nd 001 GL 51300 OC 3103

Project	Invoice Number	Date	Invoice Credit	Credit Total
Catalina @ Winkler Preserve CDD				
22271 Catalina @ Winkler CDD				
	14578	3/19/2014	2,295.00	
	Original invoice		3,814.00	
	Payments received		0.00	
	Previously credited		0.00	
	This credit		-2,295.00	
	Amount due this invoice		1,519.00	
Project Total			2,295.00	
Credit Total				2,295.00

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

Invoice number 14656
 Date 04/15/2014

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	1,057.04	42,281.50	40,104.00	2,177.50
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	1,500.00	0.00
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	100.00	2,500.00	1,500.00	1,000.00
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	158.40	157.41	0.99
Total	34,500.00	259.89	89,663.40	86,484.91	3,178.49

01 (TM) General Consultation

	Hours	Rate	Billed Amount
Project Engineer	1.00	110.00	110.00
<i>Lake maintenance access correspondence.</i>			
Senior Construction Observer	11.50	95.00	1,092.50
<i>Obtaining bids for erosion restoration.</i>			
<i>Site visit to review rear yard drainage and look at LME for erosion repairs.</i>			
<i>Review rear yard drainage conditions.</i>			
<i>Contractor bids for erosion.</i>			
<i>Review proposals from contractors for contract award.</i>			
<i>Bid break down.</i>			
Senior Professional Engineer	5.00	195.00	975.00
<i>Coordinate contractor proposals.</i>			
<i>Coordinate lake slope maintenance; prepare for and attend BOS meeting.</i>			
subtotal	17.50		2,177.50
Phase subtotal			2,177.50

15 (TM) Reimbursables

8 x 11 copies

Reimbursables subtotal

Units	Billed Amount
14.00	0.99
	0.99

Invoice total **3,178.49**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
14656	04/15/2014	3,178.49	3,178.49				
	Total	3,178.49	3,178.49	0.00	0.00	0.00	0.00

APR 17 2014

Date Rec'd Rizzetta & Co., Inc. _____
D/M approval mm Date 4/23/14
Date entered 4/18/14
Fund 001 GL 51300 OC 3103
Check# _____

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

03/25/2014 3:55:43PM

33912

No: 95317

Phone: 239 936-0913

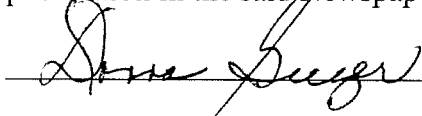
Ad No 95317	Customer No: L00993	Start Date 03-26-2014	Stop Date 03-26-2014	Category: Legals		Classification: MISCELLANEOUS		
Order No	Rate: LA	Lines: 89	Words: 300	Inches: 8.65		Cost 44.50	Payments .00	Balance 44.50
Publications ... Runs Breeze Legals ... 1 Online Legals ... 1		Solicitor: SM	Origin: 17	Sales Rep: 3	Credit Card	Credit Card Number	Card Expire	
		<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"><p style="text-align: center;">Identifier</p><p>Notice of Special Meeting Catalina at Winkler Preserve Community Development District</p><p>A special meeting of the Board of Supervisors of the Catalina</p></div> <div style="text-align: right; margin-bottom: 10px;">MAR 31 2014</div> <p>Date Rec'd Hizzetta & Co., Inc. _____</p> <p>D/M approval <u>MAA</u> Date <u>4/3/14</u></p> <p>Date entered <u>APR 01 2014</u></p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>4801</u></p> <p>Check# _____</p>						
		*=Extend Expiration Date						

**CAPE CORAL BREEZE
PUBLISHED CAPE CORAL, FLA**

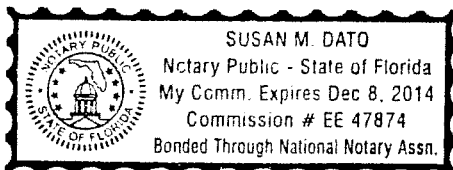
Affidavit of Publication

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 Special Meeting Catalina At Winkler Preserve Community Development District, as published in said newspaper in the issues, March 26, 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
March 26, 2014
Notary Public


95317



**Notice of Special Meeting
Catalina at Winkler Preserve
Community Development
District**

A special meeting of the Board of Supervisors of the Catalina at Winkler Preserve Community Development District will be held on Thursday, April 3, 2014 at 9:00 a.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 accordance 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 accommodations 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 contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Molly Syvret
District Manager

Run date: 03/26/2014
95317

INVOICE

Catalina at Winkler HOA
12650 Whitehall Drive
Fort Myers, FL 33907

DATE:
INVOICE #
FOR:

March 1, 2014
Mar-14
Electric Service

Bill To:

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

DESCRIPTION	AMOUNT
Mar - Areator electrial service running of pool electric at Catalina	\$140.00
<p>MAR 31 2014</p> <p>Date Rec'd Rizzetta & Co., Inc.</p> <p>D/M approval <u>mrs</u> Date <u>4/3/14</u></p> <p>Date entered <u>APR 01 2014</u></p> <p>Fund <u>001</u> GL <u>53100</u> CC <u>4301</u></p> <p>Check#</p> <p>Please make check payable to: Catalina at Winkler 12650 Whitehall Drive Ft Myers, FL 33907</p>	
TOTAL	\$140.00

need w. 9

CATALINA AT WINKLER PRESERVE SUPERVISORS PAY REQUEST

Date of Meeting: March 19, 2014

KS 031914
JK 031914
FJ 031914
JR 031914
RB 031914

Name of Board Supervisor	Check if present	Check if to be paid
Keith Sherman	X	
John Kirkbride	X	
Floyd "Butch" Johnston	X	
James Ratz	X	
Richard "Dick" Bonito	X	

Date Rec'd Pizzaglia & Co., Inc. MAR 24 2014
D/M approval mas Date 3/19/14
Date entered APR 01 2014
Fund 001 0151100 00 1101
Thank!!

CATALINA AT WINKLER PRESERVE SUPERVISORS PAY REQUEST

Date of Meeting: April 3, 2014

\$ 200⁰⁰
Each

KS040314
JK040314
FJ040314
JR040314
RB040314

Name of Board Supervisor	Check if present	Check if to be paid
Keith Sherman	X	X
John Kirkbride	X	X
Floyd "Butch" Johnston	X	X
James Ratz	X	X
Richard "Dick" Bonito	X	X

APR 0 4 2014
 Approved ma2 on 4/10/14
 Approved APR 0 9 2014
 and 001 51100 00 1101

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

STATEMENT

March 25, 2014

Catalina at Winkler Preserve CDD
c/o Rizzetta & Company, Inc
9530 Marketplace Road
Suite 206
Fort Myers, FL 33912

Bill Number 75247
Billed through 02/28/2014

General Counsel/Monthly Meeting

CATCDD 00001 JLE 02/14

APR 04 2014
Jesse H. Rizzetta & Co., Inc.
D/M approval *mrs* Date *4/10/14*
Date entered APR 09 2014
Fund 001 G51400 003107

FOR PROFESSIONAL SERVICES RENDERED

02/06/14	CBO	Confer with district staff regarding upcoming meeting.	0.10 hrs
02/11/14	CBO	Review tentative agenda for February meeting; confer with district staff regarding same; review minutes from August 2013 meeting; prepare resolution re-setting public hearing on rules of procedure.	1.20 hrs
02/12/14	CBO	Confer with Syvret regarding resident request for variance to drainage easement; research issue regarding supervisor attendance of board meeting by telephone.	1.10 hrs
02/18/14	CBO	Confer with Syvret regarding easement variance for pool; follow up on same; prepare for February board meeting.	0.90 hrs
02/19/14	JEM	Review easement encroachment issues.	0.20 hrs
02/19/14	CBO	Prepare for, travel to, and attend February board meeting.	3.60 hrs
02/21/14	CBO	Follow up on items from February board meeting.	0.80 hrs
02/26/14	CBO	Research and prepare partial release of easement and agreement for cooperation in obtaining license modification.	1.80 hrs

Total fees for this matter

\$1,706.50

DISBURSEMENTS

Long Distance	0.36
Postage	0.72
Travel	107.23
Travel - Meals	14.08

Total disbursements for this matter

\$122.39

MATTER SUMMARY

Bowen, Chuck

9.50 hrs

175 /hr

\$1,662.50

Merritt, Jason E.	0.20 hrs	220 /hr	\$44.00
-------------------	----------	---------	---------

TOTAL FEES	\$1,706.50
TOTAL DISBURSEMENTS	\$122.39

TOTAL CHARGES FOR THIS MATTER	\$1,828.89
--------------------------------------	-------------------

BILLING SUMMARY

Bowen, Chuck	9.50 hrs	175 /hr	\$1,662.50
Merritt, Jason E.	0.20 hrs	220 /hr	\$44.00

TOTAL FEES	\$1,706.50
TOTAL DISBURSEMENTS	\$122.39

TOTAL CHARGES FOR THIS BILL	\$1,828.89
------------------------------------	-------------------

Please include the bill number on your check.



Nature's Blueprint of Southwest Florida, LLC
 5811 Corporation Circle
 Fort Myers, FL 33905
 Phone: 239-693-5488
 Fax: 239-693-6977

Invoice

Date	Invoice #
4/7/2014	7029

Customer Name

Catalina At Winkler Preserve CDD

Job Location

Catalina At Winkler Preserve CDD

		Rep	Due Date	
			4/7/2014	
Landscape, Lighting, Irrigation, Drainage & Landscape Maintenance		P.O. Number	Terms	
			Due on receipt	
Quantity	Item Code	Description	Price Each	Amount
260	Pine Straw	Pine Straw	4.25	1,105.00
1	Labor	Labor to hand remove all the vegetation that has grown into the landscape buffer by both manual means and chemical application.	2,250.00	2,250.00
<p style="text-align: center;">APR 10 2014</p> <p>DATE REC'D RIZZETTA & CO., INC.</p> <p>D/M approval <u>MMO</u> Date <u>4/23/14</u></p> <p>Date entered <u>4/18/14</u></p> <p>Fund <u>001 053800 00 4613</u></p> <p>Check# _____</p>				
<p>By accepting delivery of goods, services and/or signing a copy hereof, customer agrees that all goods or services have been complete unless otherwise noted by customer. Delinquent invoices will be charged a service charge on invoices not paid within terms at the rate of 1-1/2% per month (18% APR) or the highest amount allowed by law. Claims made based on defective material or service must be made in writing within five (5) days after delivery and/or installation. Customer agrees to pay all court costs, damages and attorney's fees if collection efforts become necessary.</p>			Total	\$3,355.00
2% Convenience fee will be added to all invoices paid by the use of a debit/credit card.			Payments/Credits	\$0.00
Preserving our reputation, one project at a time.			Balance Due	\$3,355.00

RIZZETTA & COMPANY, INC.

5020 W Linebaugh Avenue

Suite 200

Tampa, FL 33624

DATE	INVOICE NO.
4/1/2014	16487

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
	PROFESSIONAL FEES:			
DM	District Management Services		1,820.00	1,820.00
ADMIN	Administrative Services		490.00	490.00
ACTG	Accounting Services		962.50	962.50
FC	Financial Consulting Services		85.00	85.00
	Services for the period April 1, 2014 through April 30, 2014			
	<p>RECEIVED</p> <p>MAR 27 2014</p> <p>Date Rec'd Rizzetta & Co., Inc. _____</p> <p>O/M approval <u>mm</u> Date <u>4/3/14</u></p> <p>Date entered <u>APR 01 2014</u></p> <p>Fund <u>001</u> GL <u>51300</u> OC <u>3101</u></p> <p>Check # <u>3100</u></p> <p><u>3201</u></p> <p><u>3111</u></p>			

Total	\$3,357.50
--------------	-------------------

Tab 3



May 8, 2014

Ms. Molly A. Syvret
RIZZETTA & COMPANY, INC.
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912

**Re: Mr. and Mrs. Kirby Marshall: Proposed Partial Drainage Easement Vacation
Catalina Isles at Winkler: Lot 67**

Ms. Syvret:

This request package is being submitted in support of a 4 ft. drainage easement vacation within the Catalina Isles at Winkler community. The owner intends to expand his lanai 23 ft. to accommodate the fitment of a pool and accompanying deck. The permitting process for this expansion includes facilitating a partial drainage easement vacation application through Lee County. Since the existing drainage easement is dedicated to the Catalina at Winkler CDD, the County requires a "Letter of No Objection" from the CDD.

This partial drainage easement vacation request is very similar in nature to the partial drainage easement vacation request recently approved for the property adjacent to the north side of the Marshall's property, Lot 68. The improvement plan also includes rear yard drainage infrastructure that will connect to the aforementioned neighbor's similar drainage system. Currently there is only 19 ft. from the back of the house to the front of the existing 18 ft. drainage easement. The additional room is needed to accommodate adequate space for a typically sized pool with jacuzzi and deck. The limited room of 19 ft. is inadequate according to the pool contractors/designers. In addition, the pool will serve to alleviate some health issues with the owner's knee and hip conditions. We believe that the addition of this pool and deck will cause no adverse impacts to the drainage system, or access within the existing drainage easement. With the submittal of this package, we respectfully request for the CDD Board's review and issuance of a 'Letter of No Objection' to the proposed partial drainage easement vacation.

Included with this cover letter are the following submittal items:

1. Signed and Sealed Limited Review Development Order Plans8 Copies
2. Signed and Sealed Legal Description of Proposed Easement Vacation.....8 Copies
3. Signed and Sealed Sketch of 4' Vacation Area.....8 Copies

If you have any questions, please feel free to contact me.

Sincerely,

Elizabeth Fountain, P.E., CFM
Vice President

Tab 4

Catalina at Winkler Preserve CDD
Quote Summary for Aquatic Maintenance Services

Vendor Providing Quote	Frequency of Service	Monthly Cost	Total Annual Cost	
Aquagenix	Monthly	\$950	\$11,400	<i>\$6,000</i>
Aquatic Systems	Monthly	\$680	\$8,160	<i>\$2,760</i>
Lake & Wetland Management	Monthly	\$710	\$8,520	<i>\$3,120</i>
LakeMasters	Monthly	\$435	\$5,220	<i>-\$180</i>

Additional
One-Time Charges

Notes/Comments

\$6,000

Recommend initial treatment for Illinois Pondweed

\$4,052

Recommended initial treatment

Current Contractor:

Allstate Resource Managem	Monthly	\$450.00	\$5,400.00
---------------------------	---------	----------	------------



Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

April 17, 2014

The Catalina at Winkler Preserve CDD

C/O Rizzetta and Company, Inc.

9530 Marketplace Road, Suite 206

Fort Myers, Florida 33912

Attn: Molly Syvret

Molly,

Aquagenix would like to thank The Catalina at Winkler Preserve CDD for the opportunity to propose lake management for this community. Aquagenix provides lake management for hundreds of communities in Southwest Florida as well as throughout the state of Florida. Our fully staffed office provides the highest level of response and communication available in the market today.

Aquagenix offers many other services including wetland management, aquatic plantings, fountain installation, fountain maintenance, bottom aeration system installation, bottom aeration system maintenance, fish stocking, erosion control, stormwater system inspections, stormwater system repairs and GIS mapping for lakes. Please let me know if I can provide any other proposals for your community.

On Friday April 11, 2014 I surveyed the lakes and following were my observations. All three lakes have a 20 to 30 foot perimeter of Illinois Pondweed. This submersed vegetation will continue to establish itself into deeper and deeper water. We have seen this weed grow in 15 to 20 foot depths. I am including an initial treatment proposal for this. We have had excellent results with this treatment and it does not require any irrigation restriction. This control treatment will take approximately 3 to 5 weeks to take full effect. This property would benefit by having Triploid Grass Carp. If there is an existing Triploid Grass Carp permit we can provide a proposal to install the Triploid Grass Carp in your lakes. My proposal will meet or exceed all specifications within the bid documents.

Please let me know if I can answer any questions. I have included a reference list of local communities. Please feel free to contact the references.

Regards,

George Bowling



Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

Special Service Agreement

The Catalina at Winkler Preserve CDD

C/O Rizzetta and Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912

Contact: Molly Syvret Phone: (239) 936-0913

Proposal ID	Date	Terms
75173	4/17/2014	Balance Due 30 Days After Completion Of Work

Quantity	Description	Taxable	Unit Price	Extended Price
1	Lake #1, Lake #2 and Lake #3 - Revenue needed for the initial treatment of Illinois Pondweed. No irrigation restriction is required. Allow 3 to 5 weeks for results =	No	\$6,000.00	\$6,000.00
			Total	\$6,000.00

This offer is good for twenty one (21) days from date of quote. Sales Tax Not Included.

DO NOT PAY FROM THIS AGREEMENT - INVOICE TO FOLLOW

AQUAGENIX

PRINT NAME

DATE

CUSTOMER

PRINT NAME

DATE

BRANCH OFFICE

14250 Jetport Loop West . Fort Myers FL 33913-7712 USA | T +1 239 561 1420 | F +1 239 561 2883

www.aquagenixaquatics.com



Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

AQUATIC MANAGEMENT AGREEMENT

This agreement, proposal #75169 dated 4/17/2014, is made between AQUAGENIX and CUSTOMER:

The Catalina at Winkler Preserve CDD
C/O Rizzetta and Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, FL 33912 (239) 936-0913

Both CUSTOMER and AQUAGENIX agree to the following terms and conditions:

1. General Conditions:

AQUAGENIX will provide aquatic management services on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement at the following aquatic site(s):

3 Lakes located in Fort Myers, FL.

2. Contract Term:

The term of this Agreement shall be 1 Year(s) or as otherwise provided by Contract Addendum.

3. Contract Services:

CUSTOMER agrees to pay Aquagenix the following amounts during the term of this Agreement for these specific water management services.

Border Grass and Brush Control to Water's Edge	Included
Bacteria Testing	Included
Management Reporting	Included
Algae, Floating Vegetation and Aquatic Weed Control	Included
Provide necessary chemical or biological control of the lakes	Included
Spot treat specific lakes within 24 to 48 hours of request by the District	Included
Hand removal of surface algae on lakes that cannot be treated by traditional chemical means	Included
Ensure that algae (filamentous and planktonic) are controlled such that algae shall not occupy 20% or more of the lake surface	Included
Contractor shall control and treat all noxious aquatic weeds growing in the waterway	Included
Contractor shall remove any vegetation that has been sprayed and killed that is over one foot in height	Included
Littoral Shelf Maintenance	Included
Provide the labor necessary and/or subcontract for manual or target chemical control of nuisance emergent vegetation that will occur in the planted littoral zones without harming desirable plant growth	Included
Perimeter Grass and Weed Control	Included

Created For The Catalina at Winkler Preserve CDD

BRANCH OFFICE

14250 Jetport Loop West . Fort Myers FL 33913-7712 USA | T +1 239 561 1420 | F +1 239 561 2883

www.aquagenixaquatics.com

Control and maintain shoreline grasses growing into the water's edge	Included
Burn rings at any lake are prohibited	Included
Submersed Vegetation Control	Included
Submersed aquatic plants reaching the surface of the lake is considered unacceptable unless vegetation is within a designated littoral zone	Included
Removal of trash and debris within the lake or along the lake bank during scheduled inspections	Included
Where necessary to complete contract services Contractor will use boats to reach difficult to reach areas of lakes at no additional service cost	Included
Outfall structures should be inspected for debris as part of each scheduled inspection and after large scale rain events. Debris should be cleaned from the structures as needed. Damaged structures should be reported to District staff.	Included
Water Testing (see addendum 13a)	Included
Aquatics Consulting	Included
Fish Stocking (Bass and Bream)	Optional
Triploid Grass Carp stocking (at the request of the District subject to the required approval of the Fish and Wildlife Commission) 9" to 10" in size at \$12.00 per fish	Included

Total Annual Program Investment Annual: \$11,400.00 Monthly: \$950.00

1 inspections per Month with treatment as necessary

**Triploid Grass Carp stocking subject to required approval of Fish Wildlife Conservation Commission

Scheduled Visits

January 1	February 1	March 1	April 1	May 1	June 1
July 1	August 1	September 1	October 1	November 1	December 1

4. Starting Date:

The starting day of this Agreement is the first day of the month in which services are first provided without regard to the actual days unless otherwise agreed to in writing, by both parties. Services shall be continuous without interruption.

5. Schedule of Payment:

\$950.00 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance as outlined in Paragraph 3 above. CUSTOMER agrees to pay Aquagenix within thirty (30) days after date of invoice at Aquagenix's home office in Hazleton, PA. Failure to pay any amount when due shall constitute a default under this Agreement.

6. Limited Offer:

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

7. Safety:

Aquagenix agrees to use specialized equipment and products, which in its sole discretion, will provide safe and effective results for the specific site(s).

8. Address Change:

In the event that AQUAGENIX or CUSTOMER undergoes a change in address, notification to the other party shall be made by first class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

9. Termination Procedure:

This Agreement may be terminated by either party with sixty (60) days written notice. Notification must be sent by certified mail, return receipt requested, to Aquagenix, 100 N Conahan Dr, Hazleton, PA 18201. Aquagenix reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products.

- "Date of Termination" will be defined as: two (2) months after the last day of the month in which "Notice of Cancellation" was received by Aquagenix in accordance with Paragraphs 9b and 9c.
- In the event that your account is not settled in full at the same time as your cancellation letter is received, Aquagenix will continue to bill you until the contract expires. Settlement in full includes payment for one months service after the end of the month in which the cancellation letter is received by Aquagenix.
- Payment in full shall be defined as payment to Aquagenix through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 9a and 9b.

10. Insurance:

Aquagenix agrees to maintain, at its sole expense, the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

11. Automatic Renewal:

Unless other-wise agreed upon by both parties, this Agreement shall automatically renew for a term equal to its original term, unless a "Notice of Cancellation" has been received as outlined in Paragraph 9. The contract amount may be adjusted at a rate of 4% increase per year on the anniversary date of this Agreement. Unless otherwise agreed to in writing, by both parties, services shall be continuous without interruption.

12. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that Aquagenix may at its sole discretion seek any or all of the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Imposition of "Collections Charge" for monies due. If this action is deemed necessary, in the sole judgement of Aquagenix, CUSTOMER agrees to pay Aquagenix's reasonable attorney fees (including those on appeal), court costs, collection costs and all other expenses incurred by Aquagenix resulting from this collection activity.
- c. Filing of a mechanics lien on property for all monies due plus interest, costs and attorneys fees.

13. Addenda:

- a. Water testing and bacteria monitoring shall be conducted at the sole discretion of Aquagenix for the specific purpose of improving the Aquatic Weed Control Program results.
- b. Work as requested by CUSTOMER such as trash clean-up, physical cutting and/or plant removal and other manual maintenance may be performed by our staff. Extra work will be invoiced separately at our current hourly equipment and labor rates.

14. Contract Documents:

This Agreement constitutes the entire Agreement of Aquagenix and the CUSTOMER. In the event that any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both Aquagenix and CUSTOMER.

AQUAGENIX

PRINT NAME

DATE

CUSTOMER

PRINT NAME

DATE

Waterway Survey Chart

4/17/2014 01:08 PM

Customer Name The Catalina at Winkler Preserve CDD

Inspection Date	Waterway Number	Average Depth (In Feet Deep)	Surface Cover (In Acres)	Perimeter (Linear Feet)
4/17/2014	Lake #1		10.50	2,710.00
	Lake #2		8.40	3,585.00
	Lake #3		5.60	1,925.00
4 Waterways for The Catalina at Winkler Preserve CDD			24.50	8,220.00

LAKE SCOPE & SPECIFICATIONS

I. Work Location(s)

Lakes to be serviced and maintained are depicted on the attached "Exhibit 1" – Please see Tracts D,E, and F.

II. Contract Services

- A. Aquatic Consulting
- B. Algae, Floating Vegetation, and Aquatic Weed Control
 - (1) Provide necessary chemical or biological control of the lakes.
 - (2) Spot treat specific lakes within 24-48 hours of request by the District.
 - (3) Hand removal of surface algae on lakes that cannot be treated by traditional chemical means.
 - (4) Ensure that algae (filamentous and planktonic) are controlled such that algae shall not occupy twenty percent (20%) or more of the lake surface.
 - (5) Contractor shall control and treat all noxious aquatic weeds growing in the waterway.
 - (6) Contractor shall remove any vegetation that has been sprayed and killed that is over one foot in height.
- C. Littoral Shelf Maintenance
 - (1) Provide the labor necessary and/or subcontract for manual or target chemical control of nuisance emergent vegetation that will occur in the planted littoral zones without harming desirable plant growth.
- D. Perimeter Grass and Weed Control
 - (1) Control and maintain shoreline grasses growing into the water's edge.
 - (2) Burn rings at any lake are prohibited.
- E. Submersed Vegetation Control
 - (1) Submerged aquatic plants reaching the surface of the lake is considered unacceptable, unless vegetation is within a designated littoral zone.
- F. Triploid Grass Carp stocking (at the request of the District, subject to the required approval of the Fish & Wildlife Commission)
- G. Removal of trash and debris within the lake or along the lake bank during scheduled inspections.
- H. Where necessary to complete contract services, Contractor will use boats to reach difficult to reach areas of lakes at no additional service cost.
- I. Outfall structures should be inspected for debris as part of each scheduled inspection and after large-scale rain events. Debris should be cleaned from the structures as needed. Damaged structures should be reported to District staff.

III. Frequency of Service

Contractor shall inspect each lake at least one (1) time per month, with treatment as necessary, for a total minimum of twelve (12) on-site inspections per year. However, in the instance a particular lake(s) requires additional service or treatments to achieve

industry standard quality of the lakes, such additional visits and/or treatments as necessary shall be provided at no additional cost.

IV. Service Reporting

Contractor to provide monthly reports which shall:

- (A) Identify all lakes inspected and include a summary for each lake of the status of the water quality, presence of any algae, floating vegetation, aquatic weeds, or other conditions, and treatment rendered.
- (B) Identify location of any control structures that were cleaned of debris.
- (C) Reports to be submitted to the District's Manager no later than the end of the first week of each month. A Contractor representative must be able to attend meetings of the District, if requested, in order to provide service updates.

V. Supplemental Conditions

(1) Extra/Unauthorized Work

Contractor shall accept service direction from authorized personnel only. Extra work or services not contemplated within the scope of work outlined above shall be set forth in a proposal or extra work order, executed by the District authorized representative. Extra work or services shall be billed separately in accordance with the amount(s) set forth in the executed proposal or extra work order upon completion of the work. Should service direction or requests be given to the Contractor from non-authorized personnel, Contractor is to gain approval from the authorized designated individuals prior to performing such requested or directed service/work. Any service or work performed by Contractor prior to approval by such authorized individuals is performed at the Contractor's own risk. Should work be performed that is not authorized, Contractor shall restore such affected area(s) to the original condition at the direction of authorized personnel. Authorized personnel are as follows:

- (1) District Manager
- (2) District Operations Manager
- (3) Board Member designated by the Board of Supervisors

(2) Supervision and Responsibility of Contractor

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ an unfit person or anyone not skilled in the work assigned to him. Profane, abusive or otherwise inappropriate language shall not be used by Contractor or its employees while on the District's property. Liquor, alcoholic beverages, drugs, and smoking are prohibited on District property and the site of the Work.

The Contractor shall maintain a Supervisor for this project. The Supervisor shall be able to manage all facets of the aquatic maintenance and management for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the District's representative.

(3) Insurance

Contractor is required to maintain insurance with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Contractor shall provide to District a certificate naming the District and its staff, consultants, and supervisors as additional insureds.

**CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT
SOLICITATION OF PROPOSALS
AQUATIC MAINTENANCE SERVICES**

Catalina at Winkler Preserve Community Development District (the “District”) is in the process of soliciting proposals for aquatic maintenance services. Service providers interested in submitting a proposal for consideration should submit a proposal, which provides for aquatic maintenance services in accordance with the following scope of work and guidelines. Proposals should be submitted to the District Manager, Molly Syvret, via email at msyvret@rizzetta.com, or mailed to 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912, no later than May, 1 2014 at 4:00p.m.

AQUATIC MAINTENANCE SCOPE OF SERVICES

EXHIBIT 1

CATALINA AT WINKLER

A REPLAT OF LOTS 14 & 29-36 SEMINOLE GARDENS
AS RECORDED IN PLAT BOOK 4, PAGE 65, LEE COUNTY RECORDS
A SUBDIVISION LYING IN
SECTION 10, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

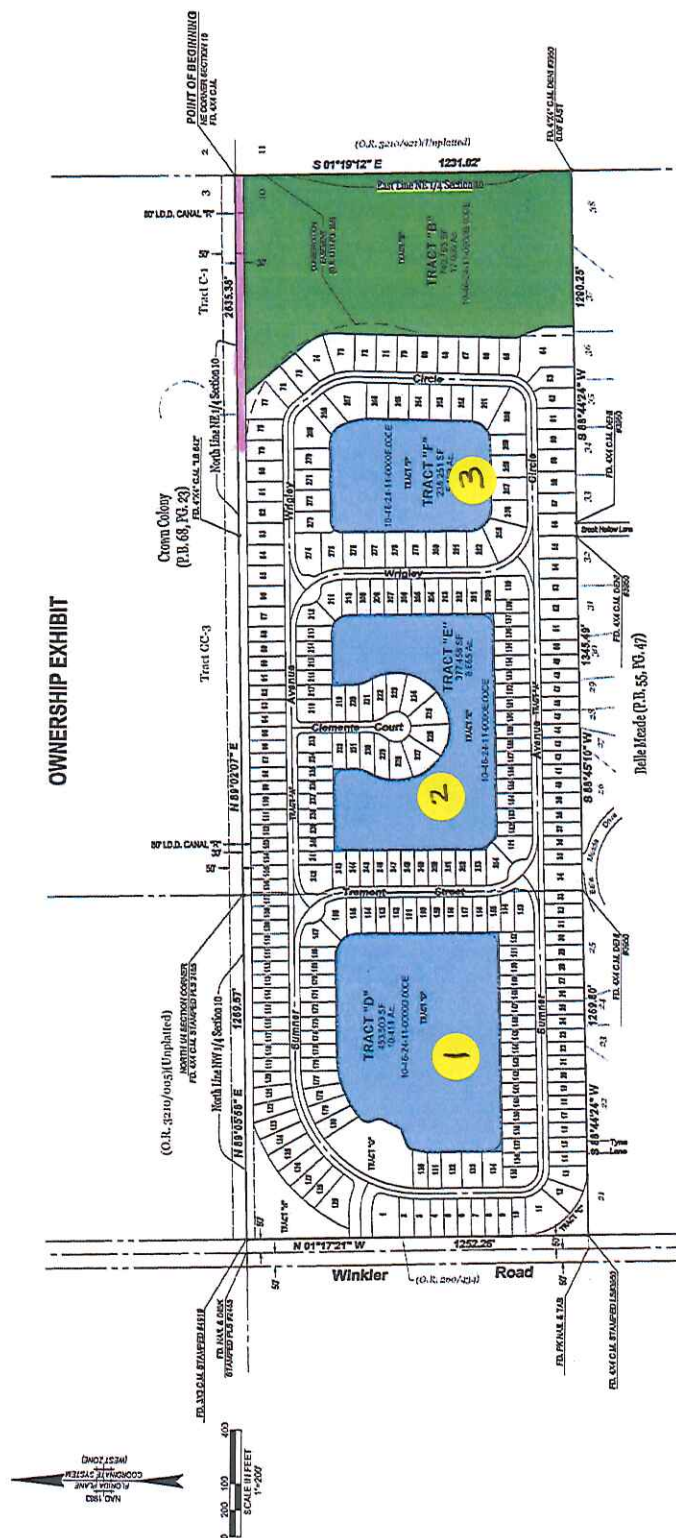
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco
and Associates, Inc.

CALL: ENVIRONMENTAL LAND BUILDING - LANDSCAPE DESIGN
3331 MADISON BLVD, POST OFFICE CENTER 2ND FLOOR, FLORIDA 32622-2500
PHONE: (239) 414-1178 - WWW.BUILTBOO.NET - FAX: (239) 414-1100
FLORIDA CERTIFICATE OF AUTHORIZATION - ENVIRONMENTAL BUILDING 18-00143

	PLAT BOOK	PAGE
--	-----------	------

SHEET 2 OF 7



CATALINA AT WINKLER COMMUNITY DEVELOPMENT DISTRICT (TRACT "B") (PRESERVE AREA)
AREA = 17.006 AC.

CATALINA AT WINKLER COMMUNITY DEVELOPMENT DISTRICT (TRACTS "D", "E" & "F")(LAKES)
AREA = 24.545 Ac.

NOTES

- [illegible]

ABSTRACT

- PRIVATE ROAD BOND OF INTENT & PUBLIC UTILITY BONDING (PUB. UT. BONDING)
- PRESERVE AREA
- COLONIA AREA
- LOW-LEVEL MAINTENANCE EQUIPMENT (L.M.E.) & DRAINAGE EQUIPMENT (D.E.)
- JUDITH AREA
- PRESERVE AREA & LOW-LEVEL MAINTENANCE

WINKLER PRESERVE
LEE COUNTY DEVELOPMENT
ORDER NO. D052004-00058



Google earth







CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/30/2013

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

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

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED DeAngelo Brothers, Inc. T/A Aquagenix 14250 Jetport Loop West Fort Myers, FL 33913	INSURER A: Arch Insurance Company	
	INSURER B: American Guarantee & Liability Insurance	
	INSURER C: Arch Insurance Company	
	INSURER D: ACE American Insurance Company	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 20647737

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			11PKG8886305	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			11PKG8886305	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AUC982665402	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	11WCI8886205	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor's Pollution			G23877065005	11/1/2013	11/1/2014	\$3,500,000 Each Claim \$7,000,000 Aggregate \$ 50,000 SIR Per Loss

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

•
•
•

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

AUTHORIZED REPRESENTATIVE

Edwina L. Brown, III

Coll:4253779 Tpl:1726372 Cert:20647737 © 1988-2010 ACORD CORPORATION. All rights reserved.

**Request for Taxpayer
Identification Number and Certification**

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

Name (as shown on your income tax return)
DeAngelo Brothers, Inc.

Business name/disregarded entity name, if different from above
T/A Aquagenix

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
100 North Conahan Drive
City, state, and ZIP code
Hazleton, PA 18201

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

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

Employer identification number

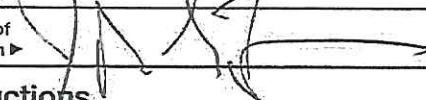
2	3	-	2	3	3	2	7	8	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** 

Date ▶ **4/17/14**

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



LEE COUNTY LOCAL BUSINESS TAX RECEIPT 2013 - 2014

ACCOUNT NUMBER: 9603186

ACCOUNT EXPIRES SEPTEMBER 30, 2014

Location

14250 JETPORT LOOP W
FT MYERS FL 33913

AQUAGENIX LAND WATER TECH INC
AQUAGENIX/ DE ANGELO BROTHERS INC
14250 JETPORT LOOP W
FT MYERS FL 33913

May engage in the business of:

LAWN AND/OR LANDSCAPING SERVICE

Performing service in unincorporated Lee County is prohibited per Ordinance 08-08.

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

THIS IS NOT A BILL - DO NOT PAY

PAID 335787-228-1

09/18/2013 06:53

WEB

\$50.00

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

Bryan Hale

has successfully met all requirements necessary to be fully qualified through
the Florida Department of Environmental Protection Stormwater Erosion
and Sedimentation Control Inspector Training Program


Hal Lunsford

April 05, 2012
Inspector Number 26880


Kristine Jones

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20771

HALE, BRYAN S
13404 HAMPTON PARK CT
FORT MYERS, FL 33913

Categories
5A

Issued: November 5, 2010

Expires: November 30, 2014


Signature of Licensee


CHARLES H. BRONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

License Categories

1A1	Ag Row Crop	5B	Organotin Paint
1A2	Ag Tree Crop	6	Right of Way
1B	Ag Animal	7A	Wood Treatment
1C	Private Applicator Ag	7B	Chlorine Gas Infusion
1D	Soil and Greenhouse Fum	7C	Sewer Root Control
1E	Raw Ag Commodity Fum	9	Regulatory Pest Control
2	Forest Pest Control	10	Demonstration and Research
3	Ornamental and Turf	11	Aerial Application
4	Seed Treatment	20	Regulatory Insp. and Samp
5A	Aquatic Pest Control	21	Natural Areas Weed Mgmt

For information, call (850) 488-3314



Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570
Tallahassee, Florida 32399-2400

UF UNIVERSITY of
FLORIDA
IFAS Extension

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS). A photocopy of this certificate is required with the application for the new license, so keep this document for future use.

Instructions and form: <http://www.safepesticideuse.com/aes-ent/licenscandcert.html>
For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://fyn.ifas.ufl.edu/professionals/instructor_program.html

GI-BMP Trainee ID:	GV23464
Certification date:	8/10/2013
Test Score:	88%

Bryan Hale
Aquagenix/DBi Services
14250 Jetport Loop W
Fort Myers, FL 33913

State of Florida
DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Bryan Hale

GV23464-1

Certificate #

GV23464

Trainee ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM



GV23464-1

Certificate #

GV23464

Trainee ID #

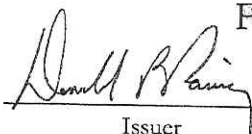
Certificate of Training Best Management Practices Florida Green Industries

UF UNIVERSITY of
FLORIDA
IFAS Extension

The undersigned hereby acknowledges that

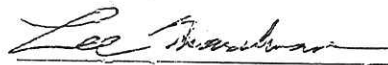
Bryan Hale

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.


Issuer

D. Rainey
Instructor

8/10/2013
Date of Class


DEP Program Administrator

Not valid without seal

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM22296

MCLAUGHLIN, MARK C
2814 40 ST WEST
LEHIGH ACRES, FL 33971

Categories
5A, 21, 6

Issued: May 17, 2013

Expires: May 31, 2017


Signature of Licensee


ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services

License Categories

1A1	Ag Row Crop	5B	Organotin Paint
1A2	Ag Tree Crop	6	Right of Way
1B	Ag Animal	7A	Wood Treatment
1C	Private Applicator Ag	7B	Chlorine Gas Infusion
1D	Soil and Greenhouse Fum	7C	Sewer Root Control
1E	Raw Ag Commodity Fum	9	Regulatory Pest Control
2	Forest Pest Control	10	Demonstration and Research
3	Ornamental and Turf	11	Aerial Application
4	Seed Treatment	20	Regulatory Insp. and Samp
5A	Aquatic Pest Control	21	Natural Areas Weed Mgmt

For information, call (850) 617-7870

QUALIFIED STORMWATER MANAGEMENT INSPECTOR

The undersigned hereby acknowledges that

George Bowling

has successfully met all requirements necessary to be fully certified through
the Florida Department of Environmental Protection Stormwater, Erosion,
and Sedimentation Control Inspector Training Program


Danny Riley

August 4, 2005
Inspector #10232


John Abendroth

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

Commercial Applicator License

License # CM20467

BOWLING, GEORGE J

5600 SW 12TH PL

CAPE CORAL, FL 33914

Categories

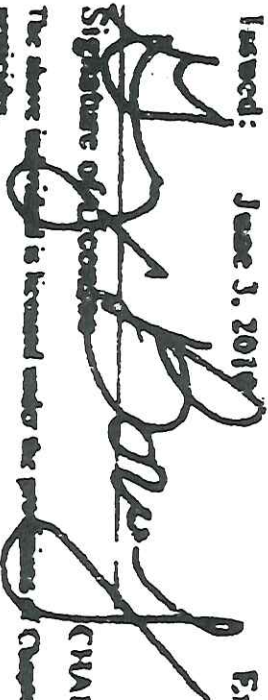
SA, 21, 6

Issued:

June 3, 2014

Expires: June 30, 2014

Signature of Licensee



CHARLES H. MONSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Aquagenix/De Angelo Brothers, Inc. Services Reference List

Hunter's Ridge Golf and Country Club	Raptor Bay Golf Club	Quail West
Don Huprich	Jason Brod	Mark Black
12500 Hunter's Ridge Drive	4840 Coconut Road	28995 Bonita Grande Drive
Bonita Springs, Florida 34135	Bonita Springs, Florida 34134	Bonita Springs, Florida 34119
Phone: 239-992-4242	Phone: 239-948-8800	Phone: 239-593-4120
Lakes, Aeration, Fountains	Lakes, Wetlands, Aeration, Aquatic Plantings	Lakes, Aeration and Fountains and Native Grasses
The Forest Country Club	Vanderbilt Lakes Commons Association	Audubon Foundation
Matt Gaudet	Brigitte Vangunten	Steve Pietrzyk
6301 Deer Run	28621 Starboard Passage Way, Unit C-102	15725 Tamiami Trail North
Fort Myers, Florida 33908	Bonita Springs, Florida 34134	Naples, Florida 34110
Phone: 561-499-5406	Phone: 440-915-4215	Phone: 239-513-1313
Lakes, Swale Areas and Aquatic Plantings	Lakes, Fountain and Aeration and Aquatic Plantings	Wetlands, Fountain and Aquatic Plantings
Highland Woods Golf and Country Club	The Sanctuary Golf Club	Spanish Wells Community Assn
Billy Huskins	Kyle Sweet	Alden Arce
9100 Highland Woods Blvd	2250 Wulfert Road	9200 Bonita Beach Road
Bonita Springs, Florida 34135	Sanibel Island, Florida 33957	Suite 113
Phone: 239-218-7589	Phone: 239-472-8612	Bonita Springs, Florida 34135
Lakes, Preserves, Aeration	Lakes, Aeration and Exotic Plantings	Phone: 239-297-1303 Lakes, Wetlands, Ditches and Aeration

Pelican Preserve CDD
C/O Gateway Services CDD
Jan Grier
13240 Griffin Drive
Fort Myers, Florida 33913
Phone: 239-322-2429
Lakes, Wetlands, Aeration
Aquatic Plantings and
Stormwater Inspections/
Stormwater Cleaning

The Wilderness Country Club
Jake Cauthran
101 Clubhouse Drive
Naples, Florida 34105
Phone: 239-261-6060
Lakes, Aquatic Plantings

Gateway Services CDD
Scott Connell
13240 Griffin Drive
Fort Myers, Florida 33913
Phone: 239-561-1313
Lakes, Aeration, Stormwater
Inspections

Bears Paw Country Club
Terry Cook
2500 Golden Gate Parkway
Naples, Florida 34105
Phone: 239-263-2284
Lakes, Aeration, Wetlands

Collier County Parks and Recreation
Derrick Garby
3299 Tamiami Trail East
Naples, Florida 34112
Phone: 239-252-4091
Lake Maintenance

Collier County Transportation
Joe Delate
3299 Tamiami Trail East
Naples, Florida 34112
Phone: 239-252-8192
Lake Maintenance, Canal
Maintenance, Exotic Work

Talis Park CDD
Kevin Shields
16460 Livingston Road
Naples, Florida 34110
Phone: 239-514-1233
Lakes, Aeration and
Solar Aeration

Orange County Florida
Board of County Commissioners
Public Works Department
Roads and Drainage
4200 John Young Parkway
Orlando, Florida 32839
Leonard Maleki: 321-354-7357
Mike Watts: 321-354-7360
Lake Maintenance of 407 Lakes

The Quarry
Mary Bennewate
8975 Kayak Drive
Naples, Florida 34120
Phone: 239-348-7326
Lake Maintenance, Submersed
Vegetation Maintenance



Services Offered:

Lake Maintenance

Floating Fountains

Bottom Aeration

Fish Stocking

Littoral Plantings

Lake Edge Restoration – Geo Filter Bags – Rip Rap Installation – Turf Matting

Wetland Maintenance

Wetland Plants, Trees and Shrubs

Exotic Removal

Wetland Monitoring Reports

Stormwater System Inspections and Repair

Divers Video Recording of Culverts and Catch Basin

Erosion Control Solutions

Canal Maintenance and Demucking

Water Testing

Koi Pond Maintenance

Palmetto Trimming

UV Filter Installation

Mechanical Lake Vegetation Cutting and Removal Utilizing Harvesting Boat

Floating Island Installation and Maintenance

GIS Mapping of Lakes

**Contact: George Bowling
Aquagenix/De Angelo Brothers, Inc.
14250 Jetport Loop West
Fort Myers, Florida 33913
239-561-1420 Office
239-561-2883 Fax
gbowling@dbiservices.com
www.aquagenixaquatics.com**

May 1, 2014

Ms. Molly Syvret
Catalina at Winkler Preserve CDD
c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite #206
Fort Myers, Florida 33912

VIA EMAIL: msvvret@rizzetta.com

Dear Ms. Syvret:

At your request, on April 22, 2014, we surveyed the waterways at **Catalina at Winkler Preserve CDD**. We recommend that this integrated **Aquatic Systems, Inc.** program of waterway management be initiated as soon as possible:

Control and maintenance of the algae. Please recognize that some algae is of benefit to the water quality and food chain, enhancing the total ecosystem.

Control and maintenance of all existing noxious aquatic weeds growing in the waterway.

Scheduled inspections, with treatment as necessary, to *prevent* growth of new aquatic weed species through introduction by drainage or other natural processes.

Control and maintenance of the shoreline grasses growing in the water to the water's edge.

Performance of a water chemistry as required by ASI for the success of the aquatic weed control program.

Establishment of a professional reporting system for property management administration.

Kindly sign the contract and return to us as soon as possible, so we may schedule your program.

Ms. Syvret, a waterway system thrives on the oxygen-producing and nutrient up-taking properties of its plant life. It is the intent of **Aquatic Systems, Inc.** to provide an ecological balance so that both the waterway ecosystem, including fish and animal life, and the neighboring community can benefit.

If you have any questions, please do not hesitate to contact me at 1-800-432-4302.

We look forward to serving **Catalina at Winkler Preserve CDD**!

Sincerely,



Robbin Huffines
General Manager

RH/lms

Enclosures

Aquatic Systems, Inc.
Lake & Wetland Management Services
Everything a Lake Should Be
2100 NW 33rd Street, Pompano Beach, FL 33069
Telephone: 1-800-432-4302 Fax: 954-977-7877
www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Ms. Molly Syvret
Catalina at Winkler Preserve CDD
c/o Rizzetta & Company, Inc.
9530 Marketplace Road, Suite #206
Fort Myers, Florida 33912
msyvret@rizzetta.com
(239) 936-0913

Aquatic Services Agreement

One-Year Agreement - Automatic Renewal

Exhibit "A" Attached – Scope of Work

Month Service is to Commence: _____

Date of Proposal: May 1, 2014 RH-R-5

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

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

Three waterways (8,046 total linear foot perimeter) located at **Catalina at Winkler Preserve CDD** in Fort Myers, Florida.

2. Minimum of **TWELVE** (12) inspections with treatment as required (approximately once every 30 days).

3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Algae & Aquatic Weed Control	\$ 680.00	Monthly
<i>In Open Water Areas Only</i>		
Shoreline Grass Control to the Water's Edge	Included	
Water Chemistry Testing	Included	As Required by ASI*
Monthly Debris Removal ¹	Included	
Management Reporting	Included	
Monthly Special Reporting	Included	
Total Program Investment	\$ 680.00	Monthly

¹ Shoreline area to be cleaned is limited to 1 foot maximum depth. Individual litter items to be removed are limited to non-natural materials; such as, paper products, Styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline. Construction debris, shopping carts, discarded household appliances or any other objects not considered litter are NOT included in this service.

*Services performed at ASI's sole discretion for the success of the Waterway Management Program

Terms & Conditions of Aquatic Services Agreement

The above price is effective for 30 days from the date of this proposal.

1. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.
2. 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.
3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER. The contract price has been equally spread over a 12-month payment period and does not reflect the actual fluctuating seasonal costs of services.
4. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the

CUSTOMER has direct legal ownership of the water 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 **ASI** harmless for the consequences of such services not arising out of **ASI** 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 fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations.
6. **ASI**, at its expense, shall maintain the following insurance coverage: 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 **ASI** is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform **ASI**, by certified mail, return-receipt requested, stating with particularity, the reasons for CUSTOMER'S dissatisfaction. **ASI** shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel **ASI** performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to **ASI** 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 **ASI**.
8. **ASI**, agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems, Inc.; however, **ASI**, 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 **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its invoice/statement within 30 days of the invoice/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 shall pay all costs of collection, including liens and reasonable attorney's fees. **ASI** may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be payable to Aquatic Systems, Inc.*
10. If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract can not be agreed upon **ASI** reserves the right to cancel this Agreement.
11. **Automatic Extension.** Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by **ASI**, 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, **ASI** 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. **ASI** shall then have the option of terminating this Agreement without penalty to you.
12. It is the CUSTOMER'S responsibility to inform **ASI** of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide **ASI** with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. **ASI** assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to **ASI**.
13. Under "shoreline grass control program," **ASI** will treat border grasses and brush. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired.
14. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. **ASI** does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
15. *Carp Containment Barrier(s):* **ASI** is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.

16. Standard Water Testing, as required by **ASI**, is included. Additional standard water quality testing requested by the CUSTOMER will be invoiced at an additional charge of \$103/test.
17. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.
18. 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 **ASI** and the CUSTOMER.
19. 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.
20. 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.

Customer or Authorized Agent Signature

Date

Print Name and Title of Signer

Print Company Name of Signer

Aquatic Systems, Inc. Signature

Date

EXHIBIT "A"
SCOPE OF WORK

LAKE SCOPE & SPECIFICATIONS

I. Work Location(s)

Lakes to be serviced and maintained are depicted on the attached "Exhibit 1" – Please see Tracts D,E, and F.

II. Contract Services

A. Aquatic Consulting

B. Algae, Floating Vegetation, and Aquatic Weed Control

- (1) Provide necessary chemical or biological control of the lakes.
- (2) Spot treat specific lakes within 24-48 ours of request by the District.
- (3) Hand removal of surface algae on lakes that cannot be treated by traditional chemical means.
- (4) Ensure that algae (filamentous and planktonic) are controlled such that algae shall not occupy twenty percent (20%) or more of the lake surface.
- (5) Contractor shall control and treat all noxious aquatic weeds growing in the waterway.
- (6) Contractor shall remove any vegetation that has been sprayed and killed that is over one foot in height.

C. Littoral Shelf Maintenance

- (1) Provide the labor necessary and/or subcontract for manual or target chemical control of nuisance emergent vegetation that will occur in the planted littoral zones without harming desirable plant growth.

D. Perimeter Grass and Weed Control

- (1) Control and maintain shoreline grasses growing into the water's edge.
- (2) Burn rings at any lake are prohibited.

E. Submersed Vegetation Control

- (1) Submerged aquatic plants reaching the surface of the lake is considered unacceptable, unless vegetation is within a designated littoral zone.

F. Triploid Grass Carp stocking (at the request of the District, subject to the required approval of the Fish & Wildlife Commission)

G. Removal of trash and debris within the lake or along the lake bank during scheduled inspections.

H. Where necessary to complete contract services, Contractor will use boats to reach difficult to reach areas of lakes at no additional service cost.

I. Outfall structures should be inspected for debris as part of each scheduled inspection and after large-scale rain events. Debris should be cleaned from the structures as needed. Damaged structures should be reported to District staff.

III. Frequency of Service

Contractor shall inspect each lake at least one (1) time per month, with treatment as necessary, for a total minimum of twelve (12) on-site inspections per year. However, in the instance a particular lake(s) requires additional service or treatments to achieve

industry standard quality of the lakes, such additional visits and/or treatments as necessary shall be provided at no additional cost.

IV. Service Reporting

Contractor to provide monthly reports which shall:

- (A) Identify all lakes inspected and include a summary for each lake of the status of the water quality, presence of any algae, floating vegetation, aquatic weeds, or other conditions, and treatment rendered.
- (B) Identify location of any control structures that were cleaned of debris.
- (C) Reports to be submitted to the District's Manager no later than the end of the first week of each month. A Contractor representative must be able to attend meetings of the District, if requested, in order to provide service updates.

V. Supplemental Conditions

(1) Extra/Unauthorized Work

Contractor shall accept service direction from authorized personnel only. Extra work or services not contemplated within the scope of work outlined above shall be set forth in a proposal or extra work order, executed by the District authorized representative. Extra work or services shall be billed separately in accordance with the amount(s) set forth in the executed proposal or extra work order upon completion of the work. Should service direction or requests be given to the Contractor from non-authorized personnel, Contractor is to gain approval from the authorized designated individuals prior to performing such requested or directed service/work. Any service or work performed by Contractor prior to approval by such authorized individuals is performed at the Contractor's own risk. Should work be performed that is not authorized, Contractor shall restore such affected area(s) to the original condition at the direction of authorized personnel. Authorized personnel are as follows:

- (1) District Manager
- (2) District Operations Manager
- (3) Board Member designated by the Board of Supervisors

(2) Supervision and Responsibility of Contractor

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ an unfit person or anyone not skilled in the work assigned to him. Profane, abusive or otherwise inappropriate language shall not be used by Contractor or its employees while on the District's property. Liquor, alcoholic beverages, drugs, and smoking are prohibited on District property and the site of the Work.

The Contractor shall maintain a Supervisor for this project. The Supervisor shall be able to manage all facets of the aquatic maintenance and management for the Contractor. The Supervisor must have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating these with the District's representative.

(3) Insurance

Contractor is required to maintain insurance with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury</i>	
<i>Property Damage</i>	Combined Single Limit \$1,000,000

Contractor shall provide to District a certificate naming the District and its staff, consultants, and supervisors as additional insureds.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/10/2014

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 E-MAIL: mpaal@bgsagency.com ADDRESS: mpaal@bgsagency.com	
INSURED Aquatic Systems, Inc dba Vertex Water Features 2100 NW 33rd Street Pompano Beach FL 33069		INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Mutual Insurance Co. 23396 INSURER B: Crum & Forster Specialty Insurance 44520 INSURER C: Amerisure Insurance Co. 19488 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1745319167

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	GL20056341102	11/13/2013	11/13/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA20697690301 CA20697690501	4/12/2013 4/12/2014	4/12/2014 4/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		CU20056351102	11/13/2013	11/13/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC12933281701	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
B	Pollution & Professional Liab Claims Made Policy		PKC100642	11/13/2013	11/13/2014	Each Occurrence \$2,000,000 Aggregate \$2,000,000 Deductible \$2,500

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

Professional Liability: Retro Date 11/13/2008

Pollution Liability: retro Date 11/13/2002

Certificate holder is an additional insured on General Liability coverage only when required by written contract, subject to terms, conditions, and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**Catalina at Winkler Preserve CDD, RIZZETTA & COMPANY
9530 MARKET PLACE RD/#206
FT. 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.

AUTHORIZED REPRESENTATIVE

Forms and Endorsements Schedule

Policy Number: GL 20056341102 Effective Date: 11/13/2013
 Named Insured: AQUATIC SYSTEMS, INC. & VERTEX WATER FEATURES

<u>Form Number</u>	<u>Description</u>
COMMON FORMS	
A 40 36 03 10	INFORMATIONAL NOTICE FOR FLORIDA POLICYHOLDERS AND CERTIFICATEHOLDERS
CG P 015 04 13	2012 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDER
IL DS 71 01 09 06	FORMS AND ENDORSEMENTS SCHEDULE
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 09 85 01 08	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
IL 70 27 07 01	PRIVACY PROTECTION CONDITION
IL 70 45 05 07-BLK	(BLANKET)EARLIER NOTICE OF CANCELLATION PROVIDED BY US
M 11 05 07 09	AMERISURE MUTUAL INSURANCE COMPANY - SIGNATURE PAGE
A 50 01 07 09	AMERISURE MUTUAL INSURANCE COMPANY - PARTICIPATION
CG 02 20 03 12	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 70 01 08	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 70 42 04 03	ASBESTOS EXCLUSION ENDORSEMENT
COMPREHENSIVE GENERAL LIABILITY	
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 60 09 98	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
CG 21 86 12 04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 22 34 04 13	EXCLUSION - CONSTRUCTION MANAGEMENT ERRORS AND OMISSIONS
CG 22 79 04 13	EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY
CG 24 12 11 85	BOATS
CG 70 48 06 13	CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT
CG 70 49 11 09	CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT
CG 71 34 04 05	BODILY INJURY DEFINITION MODIFICATION
CG 71 53 12 06	EXCLUSION-OPERATIONS INCLUDED WITHIN A CONTROLLED INSURANCE PROGRAM
CG 71 55 10 12	ELECTRONIC DATA LIABILITY
CG 71 88 08 11	TOTAL POLLUTION EXCLUSION WITH EXCEPTIONS FOR BUILDING HEAT, COOLING AND DEHUMD
EMPLOYEE BENEFITS LIABILITY	
EB 70 01 11 97	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
EB 73 01 08 98	FLORIDA CHANGES CANCELLATION AND NONRENEWAL - EMPLOYEE BENEFITS LIABILITY COV

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

Policy Number GL 20056341102	Agency Number 0825368	Policy Effective Date 11/13/2013
Policy Expiration/Cancellation Date 11/13/2014	Date 11/20/2013	Account Number 10578467
Named Insured AQUATIC SYSTEMS, INC. & VERTEX WATER FEATURES	Agency BATEMAN, GORDON & SANDS, INC.	Issuing Company AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. **SECTION II - WHO IS AN INSURED** is amended to add the following:

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:
 - (1) Partnership;
 - (2) Joint venture; or
 - (3) 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, trustees are also insureds, but only with respect to their duties as trustees.

Includes copyrighted material of Insurance Services Office, Inc.

3. The insurance provided under this endorsement is limited as follows:
- a. That person or organization is an additional insured only with respect to liability arising out of:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy; or
 - (2) Ongoing operations performed by you or on your behalf. If, however, the written contract, written agreement, or certificate of insurance also requires completed operations coverage, we will also provide completed operations coverage for that additional insured.
 - b. Premises, as respects paragraph 3.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
 - c. Additional insured status provided under paragraphs 3.a.(1)(b) or 3.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
 - d. Ongoing operations, as respects paragraph 3.a.(2) above, does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (2) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
 - e. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
 - f. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and 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:
 - (a) Maps;
 - (b) Drawings;
 - (c) Opinions;
 - (d) Reports;
 - (e) Surveys;
 - (f) Change orders;
 - (g) Design specifications; and
 - (2) Supervisory, inspection, or engineering services.

Includes copyrighted material of Insurance Services Office, Inc.

- g. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

unless the written contract, written agreement, or certificate of insurance requires this insurance be primary. In that case, this insurance will be primary without contribution from such other insurance available to the additional insured.

- h. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the terms of that endorsement, shown below, are incorporated into this endorsement to the extent such terms do not restrict coverage otherwise provided by this endorsement:

<p style="text-align: center;">ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)</p> <p>This endorsement modifies insurance provided under the following:</p> <p style="text-align: center;">COMMERCIAL GENERAL LIABILITY COVERAGE PART. SCHEDULE</p> <p>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.)</p> <p>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.</p> <p style="text-align: right;">Copyright, Insurance Services Office, Inc., 1984</p> <p>CG 20 10 11 85</p>

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of an Insurance Services Office (ISO) endorsement, then the coverage provided under this CG 70 48 endorsement does not apply. Additional insured status is limited to that provided by the ISO endorsement.

Includes copyrighted material of Insurance Services Office, Inc.

AQUATIC MAINTENANCE SCOPE OF SERVICES

EXHIBIT 1

	PLAT BOOK	PAGE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

SHEET 2 OF 7

CATALINA AT WINKLER

A REPLAT OF LOTS 14 & 29-36 SEMINOLE GARDENS
AS RECORDED IN PLAT BOOK 4, PAGE 65, LEE COUNTY RECORDS
A SUBDIVISION LYING IN
SECTION 10, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

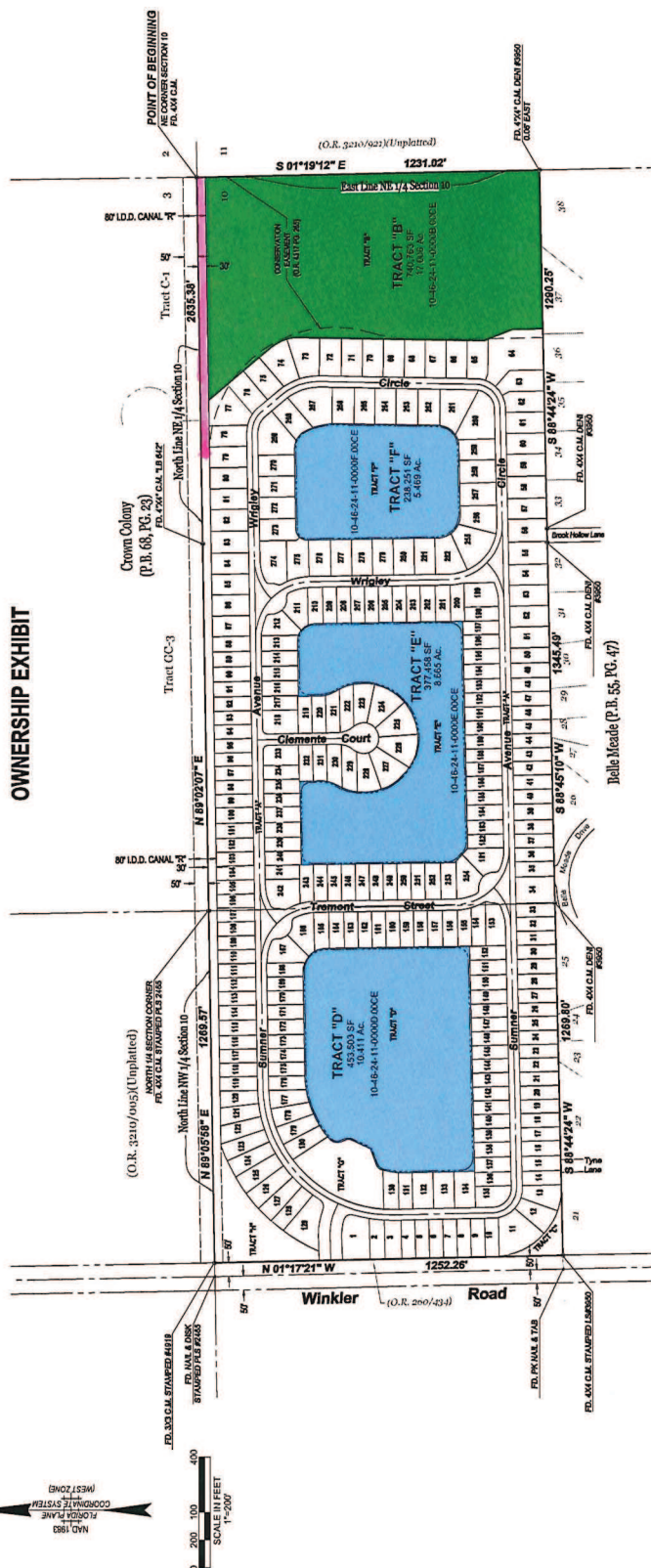
THIS INSTRUMENT PREPARED BY:
SCOTT A. WHEELER, P.S.M.

Barraco
and Associates, Inc.

CIVIL ENGINEERING • LAND SURVEYING • LAND PLANNING • LANDSCAPE DESIGN
2271 MACREOR BLVD., POST OFFICE DRAWER 2603, FORT MYERS, FLORIDA 33902-2600
PHONE (239) 481-3179 • WWW.BAITBOO.NET • FAX (239) 481-3189
FLORIDA CERTIFICATES OF AUTHORIZATION • ENGINEERING 7566 • SURVEYING LB-6040

The diagram shows a horizontal line with arrows at both ends. Above the line, from left to right, are the labels: NAD 1983, FLORIDA PLANE, and COORDINATE SYSTEM (WEST ZONE). Vertical lines connect these labels to the horizontal line.

OWNERSHIP EXHIBIT



CATALINA AT WINKLER COMMUNITY DEVELOPMENT DISTRICT (TRACT "B") (PRESERVE AREA)
AREA = 17.006 Ac.

CATALINA AT WINKLER COMMUNITY DEVELOPMENT DISTRICT (TRACTS "D", "E" & "F") (LAKES)
AREA = 24.545 Ac.

NOTES

- [illegible]

TRACT USAGE:

- PRIVATE ROAD RIGHT-OF-WAY & PUBLIC UTILITY EASEMENT (P.U.E.) & DRAINAGE EASEMENT (D.E.)
- PRESERVE AREA
- COUNCIL AREA
- LIVE, LAKE & WATERSHED EASEMENT (L.W.E.) & DRAINAGE EASEMENT (D.E.)
- ADJUTANT AREA
- PRESERVE AREA AND DRAINAGE EASEMENT

WINKLER PRESERVE
LEE COUNTY DEVELOPMENT
ORDER NO. DOS2004-00058



Catalina Isles

Custom lake management proposal

April 23, 2014 • City of Fort Myers • Lee County • Florida

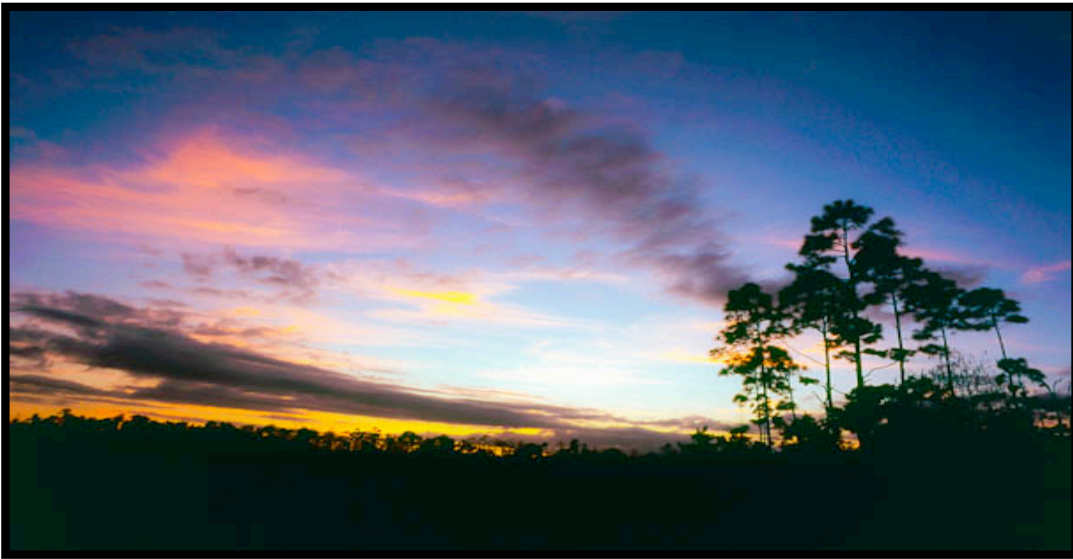
Prepared for:

Ms. Molly Syvret/District Manager

Rizzeta & Company, Inc.

9539 Marketplace Road, Suite 206

Fort Myers, Florida 33912



Prepared by:

Vincent Girard

Lake and Wetland Management, Inc.

13721 Jetport Commerce Lane, Suite #5

Fort Myers, Florida 33913

(239) 313-6947 Office • (239) 313-6950 Fax

office@lakeandwetland.com • www.lakeandwetland.com



April 23, 2014

Ms. Molly Syvret / District Manager
Rizzeta & Company, Inc.
9539 Marketplace Road, Suite 206
Fort Myers, Florida 33912

Dear Ms. Syvret,

We greatly appreciate the opportunity to bid on this project for you! Attached is the Agreement for care of the lake areas at Catalina Isles.

Lake and Wetland Management is a full-service environmental resource management team, offering a wide a variety of services, including;

- Lake management including algae, border grass and aquatic weed control,
- Mitigation wetland preserve management including invasive plant control,
- Power House fountain and aeration system sales and service,
- ShoreSox earth-friendly erosion control system,
- Native plant installation through our locally-owned nursery,
- Environmental and wetland monitoring for agency compliance.

Our team leads the industry and has an exemplary reputation with many government agencies, builders, developers, property managers and homeowner associations. Our State-certified, trained biologists have been providing environmental services for many of Florida's waterways and natural areas since 1992.

Lake and Wetland Management is fully insured, carrying full coverage to protect our customers, including workman's compensation, liability and property damage.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

LAKE AND WETLAND MANAGEMENT, INC.

Vincent Girard

Vincent Girard



LAKE MANAGEMENT SERVICE AGREEMENT

This Agreement is made between *Lake and Wetland Management, Inc.*, and:

April 23, 2014

Ms. Molly Svyret / District Manager
Rizzeta & Company, Inc.
9539 Marketplace Road, Suite 206
Fort Myers, Florida 33912

MSvyret@rizzeta.com
(239) 936-0913 Office
(239) 936-1815 Fax

Both Catalina Isles (**CUSTOMER**) and *Lake and Wetland Management (LWM)* agree to these terms and conditions for Special Service Agreement:

Description of Service

A. **Lake management service** including algae, border grass, and invasive exotic plant control for three (3) lakes totaling 7,800 linear feet.

1. LWM shall provide all supervision, labor, herbicide, equipment, materials and incidentals necessary for the maintenance treatment. LWM shall not allow algae to occupy 20% or more of any lake.
2. LWM will visit the site monthly with treatments as necessary to control undesirable growth. A minimum of twelve (12) visits will be performed annually. Outfall structures will be inspected during each visit and after large scale rain events, any debris found will be cleaned from structure, any damaged found will be reported to district. However, in the instance a particular lake(s) requires additional service or treatments to achieve industry standard quality of the lakes, additional visits and/or treatments as necessary shall be provided at no additional cost.
3. LWM can supply a proposal for Triploid Carp stocking at the request of the district.
4. All Florida Exotic Pest Plant Council (FLEPPC) listed invasive exotic species will be treated in place with EPA-certified herbicides. No vegetation or algae will be removed from the waterway.
5. LWM will remove any vegetation over one foot in height that has been sprayed and killed.
6. Spot treat specific lakes within 24-48 hours of request by customer.

7. Native vegetation will be left for the benefit of fish and wildlife, unless otherwise requested
8. Casual debris, defined as cups, plastic and other man-made materials, will be removed during scheduled service visits. Large or dumped items, coconuts, palm fronds and other landscape debris are not included.
9. A comprehensive management report will be submitted detailing work performed upon completion of each service visit.

Investment Schedule

A. LWM agrees to perform the **lake management service** stated above on a **monthly** basis for the total sum of **\$710.00** per month.

Conditions:

1. Ownership of property is implied by **CUSTOMER** with acceptance of this Agreement. In the event that **CUSTOMER** does not expressly own the areas where the above stated services are to be provided, **CUSTOMER** represents that express permission of the owner is given and that authorization to commence the above mentioned services is allowed. In the event of dispute of ownership, **CUSTOMER** agrees to hold harmless **LWM** for the consequences of such services.

2. Contractor shall accept service direction from authorized personnel only. Extra work or services not contemplated within the scope of work outlined above shall be set forth in a proposal or extra work order, executed by the District authorized representative. Extra work or services shall be billed separately in accordance with the amount(s) set forth in the executed proposal or extra work order upon completion of the work. Should service direction or requests be given to the Contractor from non-authorized personnel, Contractor is to gain approval from the authorized designated individuals prior to performing such requested or directed service/work. Any service or work performed by Contractor prior to approval by such authorized individuals is performed at the Contractor's own risk. Should work be performed that is not authorized, Contractor shall restore such affected area(s) to the original condition at the direction of authorized personnel. Authorized personnel are as follows:

- (1) District Manager
- (2) District Operations Manager
- (3) Board Member designated by the Board of Supervisors

3. **LWM** shall not be responsible for acts beyond its reasonable control, including adverse soil and / or water conditions, adverse weather conditions, unavailable materials, Acts of God, war, acts of vandalism, theft or third party actions. **CUSTOMER** further states that neither party shall be responsible in damages or penalties for any failure or delay in performance of any of its obligations caused by above named incidences.

4. Invoices submitted for work completed shall be paid within 30 days of receipt. A finance charge of 1.500% per month or an annual percentage rate of 18.000% will be computed on all past due balances.

5. Any incidental activity not explicitly mentioned in this proposal is excluded from the scope of work.

6. This proposal shall be valid for 30 days. Either party may cancel this contract with 30-day written notice. This Agreement automatically renews upon anniversary of execution date, unless notice is given by either party with at least 30 days written notice.

7. If **LWM** is required to enroll in any third-party compliance programs, invoicing or payment plans that asses fees in order to perform work for **CUSTOMER**, those charges will be invoiced back to **CUSTOMER** as invoiced to **LWM**.

8. **LWM** will maintain insurance coverage, which includes but is not limited to; General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.

9. No alterations or modifications, oral or written, of the terms contained above shall be valid unless made in writing, and wholly accepted by authorized representatives of both **LWM** and the **CUSTOMER**.

10. The Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ an unfit person or anyone not skilled in the work assigned to him. Profane, abusive or otherwise inappropriate language shall not be used by Contractor or its employees while on the District's property. Liquor, alcoholic beverages, drugs, and smoking are prohibited on District property and the site of the work.

Customer acceptance – The above prices, specifications and conditions are hereby accepted.

Vincent Girard

Vincent Girard
Lake and Wetland Management, Inc.

Authorized signature Date
Catalina Isles CDD

LAKEMASTERS
Aquatic Weed Control, Inc.
P.O. Box 2300 Palm City, Fl. 34991
Office 877-745-5729 Fax 239-466-0400

LAKEMASTERS MANAGEMENT CONTRACT AGREEMENT

This agreement, dated April 25, 2014 is made between LakeMasters Aquatic Weed Control, Inc. hereinafter known as "LakeMasters" and

Customer: Catalina at Winkler Preserve Community Development District
Phone: 239-936-0913
Contact: Ms. Molly Syvret, Manager
Address: 9350 Marketplace Road, Suite 206
Fort Myers, FL 33912

hereinafter known as "Customer."

Both Customer and LakeMasters agree to the following terms and conditions:

1. **General Conditions:** LakeMasters will provide aquatic weed control on behalf of the Customer in accordance with the terms and conditions of this contract agreement.

Treatment Area is defined as (3) Three Waterways as designated by map.

2. **Contract Term:** The term of this agreement will be twelve (12) months.
3. **Contract Services:** Catalina at Winkler Preserve Community Development District/Rizzetta & Company, agrees to pay LakeMasters the following amounts during the term of this agreement for these specific services:


A. Algae and Aquatic Weed Control	Included
B. Border Grass and Brush Control	Included
C. Water Testing (pH, Temperature and Dissolved Oxygen)	Included
D. Management Report	Included
E. Aquatic Consultation	Included
F. Triploid Grass Carp with F.G.G.W.C. permit approval acquired by the customer and stocking at sole discretion of LakeMasters as to quantities, location and timing.	\$6.75 Per Fish

G. Contract Includes attached Lake Scope & Specifications

12 Inspections per year with treatment as necessary

One-time Start-up Fee Amount (Sonar Cost)	Total	\$4052.00
Monthly Service Amount	Total	\$435.00

4. **Starting Date:** The starting date is the first day of the month in which services are first provided unless otherwise agreed to by the Parties in writing.
5. **Schedule of Payment:** \$4487.00(First Month) shall be due and payable upon the execution of this contract. The balance shall be billed in equal monthly installments. Customer agrees to pay LakeMasters within thirty (30) days of the invoice. The Total Contract Amount is \$9272.00.
6. **Limited Offer:** This proposal expires forty-five (45) days from the issuance date unless modified in writing by LakeMasters.
7. **Termination:** This agreement may be terminated by either Party with thirty (30) days written notice, service to continue to the end of the month. All notifications must be sent by Certified Mail to LakeMasters home office address, unless otherwise agreed to by Parties.
8. **Automatic Renewal:** This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both Parties agree that service shall be continuous without interruption.
9. **Default:** Should Customer default on any provision of this agreement, Customer agrees that LakeMasters may, at its sole discretion, seek any and all of the following remedies:
 - a. Termination of this Contract Agreement. In this event, Customer agrees to make immediate payment of the Total Contract Amount, less payments made, through the end of the Contract Term as liquidated and agreed upon damages.
 - b. Collection Charges for Monies Due. Customer agrees to pay LakeMasters reasonable attorney's fees, court costs, collections costs and all other expenses incurred by LakeMasters from this collection activity.
10. **Safety:** LakeMasters agrees to use its best efforts and specialized equipment, products and procedures to provide safe and effective results for treatment area sites.
11. **Additional Services:** Work requested by the Customer such as trash clean up, physical cutting and/or plant removal, and other additional services performed by our staff will be billed separately at the current hourly equipment and labor rates.
12. **Insurance:** LakeMasters maintains Worker's Compensation, General Liability, Auto, Property and Casualty coverage. A Certificate of Insurance will be provided on request.
13. **Contract Documents:** This contract constitutes the entire agreement of LakeMasters and Customer. In the event that any portion of this agreement shall be held invalid or unenforceable, the remaining portions shall be binding upon both parties. No oral change or modification of the terms contained herein shall be valid unless made in writing and accepted by both Parties or authorized by their designated agents.



For: **LakeMasters Aquatic Weed Control, Inc.**
PO Box 2300
Palm City, FL 33491

Management Contract Agreement
Page 2 of 2 (JLM)

For: **Customer**

Print Name of Signatory/Title

Date

Catalina at Winkler Preserve Community
Development District/Rizzetta & Company,
Fort Myers, FL

Ms. Molly Syvret
Manager

LakeMasters

LakeMasters is one of the largest aquatic weed control and wetland management companies in Florida. We specialize in the management and preservation of lakes, waterways and wetlands in harmony with environmental regulations and compliance requirements.

LakeMasters is uniquely qualified to customize a program to meet your special requirements, regardless of size, complexity or duration. Our dream-team of partners and fully trained, licensed service technicians collectively have over 125 years of experience. We employ only the best personnel and take pride in our total dedication to providing the highest level of quality and service. Our customer service satisfaction is unsurpassed in the industry and has enabled LakeMasters to dramatically increase its presence within the Florida aquatic market.

LakeMasters takes pride in offering new, state of the art non-intrusive application vehicles. This enables us to provide service sensitive to your special individual needs. Our centralized customer service hotline assures you of 24/7 emergency response.

LakeMasters works in partnership with local, state and national governmental agencies to keep clients up-to-date with any regulatory codes or changes that may be issued. We guarantee EPA compliance and back up this statement with the highest liability and pollution control insurance coverage in the industry.

Our dedication to quality customer service and attention to detail enables LakeMasters to deliver an extremely reliable customized water management program that will make a dramatic difference in your lakes, waterways and wetlands.

LakeMasters Aquatic Weed Control, Inc. is fully licensed and Insured.
Toll free: (877) 745-5729 | Phone: 239-633-0006 | Fax: 239-466-0400
We are an Equal Opportunity Employer operating a Drug Free Workplace.

Tab 5

May 5, 2014

Ms. Molly Syvret
District Manager
Catalina at Winkler Preserve Community Development District (CDD)
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

**Re: Catalina at Winkler Preserve CDD
Contract Addendum No. 3**

NPDES MS4 Permit No. FLS000035-003 – Year 3 Annual Report (Cycle 3)

Dear Ms. Syvret:

The Catalina at Winkler Preserve CDD (referenced herein as the District) is an approved co-permittee on the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit issued to Lee County by the Florida Department of Environmental Protection (FDEP). The permit generally operates in five-year cycles, with the most recent cycle, Cycle 3, issued by FDEP under Permit No. FLS000035-003 on September 13, 2011. It is the right of the District, as an approved co-permittee, to discharge stormwater to waters of the State, in accordance with the approved Stormwater Management Programs; but likewise it is the responsibility of the District to adhere to the various requirements of the approved permit, as outlined therein.

Year 3 of the most recent NPDES MS4 permit cycle shall cover the period Of time between September 13, 2013 and September 12, 2014. Barraco and Associates, Inc. (BAI) is pleased to offer the following engineering professional services to assist the District with the following Year 1 requirements of the NPDES MS4 permit:

- A. Meeting Representation: BAI shall represent the District at meetings related to the NPDES MS4 permit. These meetings shall include, but are not limited to monthly co-permittee meetings at Lee County to discuss compliance issues and permit requirements, as well as “as needed” local meetings with FDEP in order to obtain updates and/or clarifications related to permit requirements. \$1,500
(Lump Sum)

- B. Inspection and Documentation of District Facilities: BAI shall perform documented inspections of the inventoried water management facilities maintained by the District in accordance with the permit requirements and as outlined by the Inspection Schedule for Structural Controls. Documentation for all inspections will be maintained on file by BAI in the event of an FDEP audit so as to demonstrate compliance with permit requirements. \$2,500
(Lump Sum)

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| C. | <u>Proactive Illicit Discharge Inspections:</u> BAI shall perform documented proactive illicit discharge inspections within the District in accordance with the permit requirements and as outlined by the Illicit Discharge Program. Documentation for all inspections will be maintained on file by BAI in the event of an FDEP audit so as to demonstrate compliance with permit requirements. | \$1,500
(Lump Sum) |
| D. | <u>Total Maximum Daily Load (TMDL) Prioritization Report and Monitoring Plan:</u> BAI shall compile a list of all known TMDLs as adopted by FDEP and/or EPA of those water bodies into which the District discharges stormwater for the purpose of creating a Prioritization Report and Monitoring Plan for FDEP review and approval. This task shall include responding to any sufficiency comments issued by FDEP with respect to the Prioritization Report and Monitoring Plan. The TMDL Prioritization Report must be prepared and submitted to FDEP for approval no later than March 12, 2012. Once approved by FDEP, the TMDL Monitoring Plan must be prepared and submitted to FDEP for approval no later than September 12, 2012. | Completed in
Year 1 |
| E. | <u>Annual Report Preparation:</u> BAI shall prepare and submit the Year 3 Annual Report to Lee County. Lee County shall compile the Annual Reports for the various approved co-permittees and shall forward all information to FDEP. This task shall include responding to any sufficiency comments issued by FDEP with respect to the completed Annual Report. The Year 3 Annual Report must be prepared and submitted to FDEP for approval no later than March 12, 2015. | \$2,500
(Lump Sum) |
| F. | <p><i>Please be advised the tasks outlined above do not represent a comprehensive summary of those responsibilities of the District which may be required for compliance with the approved NPDES MS4 permit. Any professional services which are not explicitly identified above are excluded from this agreement and may be provided by BAI at per diem rates or via separate agreement, including but not limited to the following:</i></p> <ul style="list-style-type: none"> ▪ <i>Surveying services</i> ▪ <i>Modifications to the inventory map as a result of "field truthing"</i> ▪ <i>Coordination with homeowners associations within the District</i> ▪ <i>Re-inspection of structural controls due to deficiencies noted during initial inspection</i> ▪ <i>Reactive illicit discharge inspections</i> ▪ <i>Water quality sampling</i> ▪ <i>Public education or training</i> ▪ <i>Construction site runoff inspections or monitoring</i> | As requested |

Total Contract Amount	\$8,000
------------------------------	----------------

Additional Considerations

1. Reserved
2. CONSULTANT shall provide monthly invoices for services rendered and for reimbursable expenses incurred. The invoices will be based upon an estimate of the portion of each task actually completed at the time of billing. OWNER shall make prompt payments in response to monthly statements within 30 days of the date of each invoice. A 1½% interest rate per month may be charged after 30 days (18% annual rate).
3. The fees and rates used as the basis of compensation will remain in effect for one (1) year from the date of this contract. If the OWNER, through no fault of CONSULTANT, delays the work so that engineering work is still being done one year from the date of this contract, subsequent billings may be subject to a 4% increase on all services remaining to be completed. All Out of Scope services and/or any services requested by the client shall be billed at hourly rates current at the time the service is provided.
4. OWNER agrees to carefully read all billing statements and promptly notify CONSULTANT, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If CONSULTANT is not notified by the OWNER in writing, it is presumed that OWNER agrees with the correctness, accuracy, and fairness of the billing statement.
5. CONSULTANT will use the degree of skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made in connection with this proposal or in the issuance of our oral or written reports.
6. The obligation to provide services under this contract may be terminated by either party upon seven days' written notice; OWNER shall pay all pending invoices at the time of termination, pursuant to this provision, in full within 14 calendar days of the date of formal notice of termination by either party hereto.
7. CONSULTANT has made no warranties or substantive representations to the Owner as to the successful conclusion of the permit application process, and all expressions made are matters of opinion only. CONSULTANT has made no representations to OWNER, and OWNER has not relied on any representations that are not contained in this agreement.
8. Nothing within this contract shall be construed to give any rights or benefits to anyone other than the OWNER and CONSULTANT.
9. The Standard of Care for all professional engineering and related services to be performed or furnished by the CONSULTANT under this Agreement shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar conditions at the same time and in the same geographic area.
10. The CONSULTANT and OWNER recognize that the construction project involves financial and/or other forms of risk. To the maximum extent permitted by law, it is expressly understood and agreed by the parties to this Agreement the amount of damages, of any kind and/or species whatsoever, whether direct, indirect, consequential and/or otherwise, for which the CONSULTANT or Consultant's Officers, Directors or employee(s) be liable, shall be limited to the greater of \$10,000 or the CONSULTANT'S fee. **FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035 THE CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF CONSULTANT FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE**

OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT.

11. The OWNER may elect, without penalty, to delay or stop services on any task at any time. The CONSULTANT shall be due payment for services provided (work in process) up to the date of a written notice to stop or delay services, provided by the OWNER. In no event, and under no circumstances, shall the CONSULTANT be liable for and/or liable for any cost, expense, damages, or compensation of any kind occasioned by any form of delay to the Project, whether such delay be critical, non-critical, and/or whether caused in whole and/or in part by the Consultant. The OWNER shall not be entitled to recover from the CONSULTANT any direct, indirect, consequential, impact, or other costs, expenses, and/or damages, including, but not limited to, costs of acceleration or inefficiency, arising because of any form of delay, disruption, interference, or hindrance from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or unforeseeable, or avoidable or unavoidable.
12. Due to the various laws, rules and ordinances relating to projects of this nature, legal counsel may be appropriate; such legal services are expressly excluded from this Agreement. OWNER shall retain an attorney as needed for the purpose of providing the OWNER with legal counsel and participation as the Owner and/or counsel may deem appropriate. OWNER will serve as project coordinator and shall assure the cooperation of Consultants contracting directly with him.
13. OWNER shall pay all project related fees.
14. All reports, plans, specifications, field data, notes, and other documents, including electronic media, prepared by the CONSULTANT as instruments of service, shall remain the property of the CONSULTANT.
15. It is expressly understood by and between the parties hereto, CONSULTANT has no right to and shall not supervise, direct, or have control over Contractor's work; nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractors for safety precautions and programs incident to the work of Contractors, or for any failure of Contractors furnishing and performing their work. CONSULTANT shall neither guarantee the performance of any construction contracts by Contractors nor assume responsibility for Contractors failure to furnish and perform their work in accordance with the plans and specifications.
16. In the event of any disputes arising out of or are in any way related to the services referenced in this agreement, including account collections for services rendered, Barraco and Associates, Inc. shall be entitled to recover reasonable attorney fees, expert witness fees, and/or such other costs incurred, whether taxable and/or otherwise, whether such fees and/or costs are incurred in the course of litigation, arbitration, mediation or other alternative dispute mechanism.
17. In the event of any dispute as referenced herein, it is expressly understood such dispute shall be resolved by litigation in the circuit court of the 20th Judicial Circuit In and For Lee County, Florida, wherein venue shall be exclusive.
18. In the event of any dispute, the parties expressly agree to participate in mediation in the format generally recognized by the Supreme Court of The State of Florida, relative to which mediation the parties agree to exercise due diligence and good faith in the selection of a mediator and selection of a mutually agreeable time and place for the said mediation.
19. The parties to this Agreement expressly agree the terms and provisions contained herein represent the entirety of their agreement for the performance of services by the CONSULTANT and the payment therefore by the OWNER; any prior agreement and/or understanding not included herein shall be of no effect and null and void.
20. As regards so-called "information provided by others, the OWNER shall be solely responsible for providing, at the OWNER's expense, all information, requirements, reports, data, and/or instructions not otherwise expressly identified herein which are reasonably required for the performance of the services herein. The CONSULTANT shall be entitled to use such information, requirements, reports, data, and/or instructions in performing the services referenced herein and is entitled to reasonably rely upon the accuracy and completeness thereof.

21. The owner shall retain the services of a Professional Geotechnical Engineer registered in the State of Florida to observe all fill operation in all areas receiving structural fill for the purpose of certifying that areas receiving structural fill are adequate for the intended use.
22. New Construction: It is recognized that the OWNER faces certain obligation under the ADA that could affect the design of the Project. It is further recognized that the ADA is civil right legislation that is not part of or necessarily compatible with state, or local law codes and regulations governing construction. Consequently, the CONSULTANT will be unable to make recommendations or professional determinations that will ensure compliance with the ADA or ensure that the design will conform to the ADA standard of "reasonable accommodation." The CONSULTANT strongly advises that the OWNER obtain appropriate legal, financial or ADA specialist counsel with respect to compliance with the ADA. The CONSULTANT will endeavor to design for accessibility by persons with disabilities in conformance with applicable provisions and references in applicable state or local building codes. The CONSULTANT further agrees to include in the design such provisions for persons with disabilities as the OWNER may request in response to the ADA, provided such request are timely made, technically achievable and in conformance with all other pertinent codes and regulations. The OWNER will determine the full extent of its obligations under the ADA. The OWNER shall communicate design requests regarding compliance with the ADA to the CONSULTANT in writing and in a timely manner to allow for incorporation into the construction documents.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:
CATALINA AT WINKLER PRESERVE CDD

CONSULTANT:
BARRACO AND ASSOCIATES, INC.

Molly Syvret
District Manager

Carl A. Barraco, P.E.
President

Tab 6

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT
Budget Proposal Packet for Fiscal Year 2014/2015**

The following are enclosed in this Budget Proposal Packet:

- Proposed General Fund Budget & Debt Service Fund Budget worksheets for Fiscal Year 2014/2015.
- Assessment Charts from current Fiscal Year and Assessment Charts for Fiscal Year 2014/2015 if budget were to be adopted as proposed.
- General Fund Budget & Debt Service Fund Budget Account Category Description for Fiscal Year 2014/2015.

THE BUDGET PROPOSAL PACKET FOR FISCAL YEAR 2014/2015 IS SIMPLY A PROPOSED BUDGET AND PROPOSED LEVEL OF ASSESSMENTS WHICH ARE COMPLETED AS PART OF THE BUDGET PROCESS. THESE ARE NOT FINAL AND SHOULD NOT BE CONSTRUED AS FINAL, UNTIL AFTER THE BOARD OF SUPERVISORS HAS HELD A PUBLIC HEARING ON THE BUDGET AND ADOPTED THE FINAL BUDGET AND LEVIED ASSESSMENTS.

Proposed Budget
Catalina at Winkler Community Development District
General Fund
Fiscal Year 2014/2015

	Chart of Accounts Classification	Actual YTD through 03/31/14	Projected Annual Totals 2013/2014	Annual Budget for 2013/2014	Projected Budget variance for 2013/2014	Budget for 2014/2015	Budget Increase (Decrease) vs 2013/2014	Comments
1								
2	REVENUES							
3								
4	Special Assessments							
5	Tax Roll*	\$ 110,384	\$ 110,384	\$ 110,212	\$ 172	\$ 173,860	\$ 63,648	
6	Off Roll*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
7								
8	TOTAL REVENUES	\$ 110,384	\$ 110,384	\$ 110,212	\$ 172	\$ 173,860	\$ 63,648	
9								
10	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11								
12	TOTAL REVENUES AND BALANCE	\$ 110,384	\$ 110,384	\$ 110,212	\$ 172	\$ 173,860	\$ 63,648	
13								
14	<i>*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.</i>							
15								
16	EXPENDITURES - ADMINISTRATIVE							
17								
18	Legislative							
19	Supervisor Fees	\$ 2,000	\$ 5,000	\$ 4,000	\$ (1,000)	\$ 4,000	\$ -	Qtrly meetings (\$200*5*4)
20	Financial & Administrative							
21	Administrative Services	\$ 2,940	\$ 5,880	\$ 5,880	\$ -	\$ 6,056	\$ 176	Rizzetta - 3% Increase
22	District Management	\$ 10,920	\$ 21,840	\$ 21,840	\$ -	\$ 22,495	\$ 655	Rizzetta - 3% Increase
23	District Engineer	\$ 5,354	\$ 10,708	\$ 10,500	\$ (208)	\$ 10,500	\$ -	
24	Disclosure Report	\$ 1,000	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	
25	Trustees Fees	\$ 3,233	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
26	Financial Consulting Services	\$ 5,510	\$ 6,020	\$ 6,020	\$ -	\$ 6,200	\$ 180	Rizzetta - 3% Increase
27	Accounting Services	\$ 5,775	\$ 11,550	\$ 11,550	\$ -	\$ 11,897	\$ 347	Rizzetta - 3% Increase
28	Auditing Services	\$ -	\$ 3,400	\$ 3,400	\$ -	\$ 3,500	\$ 100	Grau & Associates - Renewal of Contract
29	Public Officials Liability Insurance	\$ 2,026	\$ 2,026	\$ 2,330	\$ 304	\$ 2,050	\$ (280)	
30	Legal Advertising	\$ 489	\$ 750	\$ 500	\$ (250)	\$ 750	\$ 250	
31	Bank Fees	\$ 205	\$ 410	\$ 400	\$ (10)	\$ 400	\$ -	
32	Dues, Licenses & Fees	\$ 800	\$ 800	\$ 800	\$ -	\$ 800	\$ -	\$175 Annual DCA; \$525 NPDES; \$100 Amort
33	Miscellaneous Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
34	Tax Collector /Property Appraiser Fees	\$ 282	\$ 282	\$ 282	\$ -	\$ 282	\$ -	Lee County Tax Collector - \$1/unit on tax roll
35	Website Fees & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
36	Legal Counsel							
37	District Counsel	\$ 2,078	\$ 4,156	\$ 7,500	\$ 3,344	\$ 7,500	\$ -	
38								
39	Administrative Subtotal	\$ 42,612	\$ 81,322	\$ 83,502	\$ 2,180	\$ 84,930	\$ 1,428	
40								
41	EXPENDITURES - FIELD OPERATIONS							
42								
43	Electric Utility Services							
44	Utility-Fountains	\$ 2,169	\$ 4,338	\$ 5,000	\$ 662	\$ 5,000	\$ -	
45	Stormwater Control							
46	Aquatic Maintenance	\$ 2,700	\$ 5,400	\$ 5,400	\$ -	\$ 9,500	\$ 4,100	Mid-range of proposals
47	Fountain Service Repairs & Maintenance	\$ 2,195	\$ 2,863	\$ 2,500	\$ (363)	\$ 3,800	\$ 1,300	Vertex - \$334 Qtrly + Allowance for repairs
48	Pond Bank Repair/Maintenance	\$ -	\$ 73,482	\$ 5,775	\$ (67,707)	\$ 60,000	\$ 54,225	If complete easterly lake in next year
49	Mitigation Area Monitoring & Maintenance	\$ 3,355	\$ 6,500	\$ 2,500	\$ (4,000)	\$ 5,120	\$ 2,620	Nature's Blueprint - \$1,280 Qtrly
50	Aquatic Plant Replacement	\$ -	\$ -	\$ 500	\$ 500	\$ 500	\$ -	
51	Stormwater System Maintenance	\$ 1,310	\$ 2,060	\$ 2,500	\$ 440	\$ 2,500	\$ -	
52	Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
53	Other Physical Environment							
54	General Liability Insurance	\$ 355	\$ 355	\$ 400	\$ 45	\$ 410	\$ 10	Current year actual + 15%
55	Property Insurance	\$ 1,827	\$ 1,827	\$ 2,135	\$ 308	\$ 2,100	\$ (35)	Current year actual + 15%
56	Contingency							
57	Miscellaneous Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
58	Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
59	Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
60								
61	Field Operations Subtotal	\$ 13,911	\$ 96,825	\$ 26,710	\$ (70,115)	\$ 88,930	\$ 62,220	
62								
63	Contingency for County TRIM Notice							
64								
65	TOTAL EXPENDITURES	\$ 56,523	\$ 178,147	\$ 110,212	\$ (67,935)	\$ 173,860	\$ 63,648	
66								
67	EXCESS OF REVENUES OVER	\$ 53,861	\$ (67,763)	\$ -	\$ 68,107	\$ -	\$ -	

Catalina at Winkler Preserve Community Development District
Debt Service
Fiscal Year 2014/2015

Chart of Accounts Classification	Series 2005A	Budget for 2014/2015
REVENUES		
Special Assessments		
Net Special Assessments ⁽¹⁾	\$244,027.79	\$244,027.79
TOTAL REVENUES	\$244,027.79	\$244,027.79
EXPENDITURES		
Administrative		
Financial & Administrative		
Bank Fees		\$0.00
Debt Service Obligation	\$244,027.79	\$244,027.79
Administrative Subtotal	\$244,027.79	\$244,027.79
TOTAL EXPENDITURES	\$244,027.79	\$244,027.79
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Collection and Discount % applicable to the county: 4.5%

Gross assessments \$255,526.48

Notes:

Tax Roll Collection Costs for Lee County is 4.5% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

Catalina at Winkler Preserve Community Development District

FISCAL YEAR 2014/2015 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2014/2015 O&M Budget	\$173,860.00
Lee County 4.5% Collection Cost:	<u>\$8,192.36</u>
2014/2015 Total:	<u>\$182,052.36</u>

2013/2014 O&M Budget	\$110,212.00
2014/2015 O&M Budget	<u>\$173,860.00</u>
Total Difference:	<u>\$63,648.00</u>

	<u>PER UNIT ANNUAL ASSESSMENT</u>		<u>Proposed Increase / Decrease</u>	
	<u>2013/2014</u>	<u>2014/2015</u>	<u>\$</u>	<u>%</u>
Debt Service - Single Family	\$919.16	\$919.16	\$0.00	0.00%
Operations/Maintenance - Single Family	\$409.24	\$645.58	\$236.34	57.75%
Total	\$1,328.40	\$1,564.74	\$236.34	17.79%

CATALINA AT WINKLER PRESERVE

FISCAL YEAR 2014/2015 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET	\$173,860.00
COLLECTION COSTS @ 4.5%	\$8,192.36
TOTAL O&M ASSESSMENT	<u>\$182,052.36</u>

LOT SIZE	UNITS ASSESSED		ALLOCATION OF O&M ASSESSMENT				TOTAL SERIES 2005A DEBT SERVICE ASSESSMENT	PER LOT ANNUAL ASSESSMENT	
	O&M	SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL O&M BUDGET		O&M	DEBT SERVICE ⁽²⁾⁽⁴⁾ TOTAL ⁽³⁾
SINGLE FAMILY	282	278	1.00	282.00	100.00%	\$182,052.36	\$255,526.48	\$645.58	\$919.16
	<u>282</u>	<u>278</u>		<u>282.00</u>		<u>\$182,052.36</u>	<u>\$255,526.48</u>		
LESS: Lee County Collection Costs and Early Payment Discount Costs						<u>(\$8,192.36)</u>	<u>(\$11,498.69)</u>		
Net Revenue to be Collected						<u>\$173,860.00</u>	<u>\$244,027.79</u>		
									\$1,564.74

⁽¹⁾ Reflects the number of total lots with Series 2005A debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2005A bond issue. Annual assessment includes principal, interest, Lee County collection costs and early payment discount costs.

⁽³⁾ Annual assessment that will appear on November 2014 Lee County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

⁽⁴⁾ Reduced per lot debt service assessment by 3% to account for Lee County reduction in collection costs.

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT PROPOSED GENERAL FUND BUDGET ANALYSIS

Below is listed the various account categories that are experiencing a change in the Fiscal Year ("FY") 2014/2015 proposed budget from what was budgeted in 2013/2014. Line items remaining the same are not addressed. These potential increases and decreases are strictly preliminary as proposed and may change when the budget is finalized.

REVENUES:

Assessments Tax Roll: Increased \$54,148 based on proposed budget for Fiscal Year 2014/2015.

<i>Subtotal: Increased \$54,148</i>

ADMINISTRATIVE:

Administrative Services: Increased \$176 based on 3% increase in accordance with contract for management services.

District Management: Increased \$655 based on 3% increase in accordance with contract for management services.

Accounting Services: Increased \$347 based on 3% increase in accordance with contract for management services.

Financial Consulting: Increased \$180 based on 3% increase in accordance with contract for financial consulting services.

Auditing Services: Increased \$100 based on renewal contract.

Public Official Liability Insurance: Decreased (\$280) based on current fiscal year expenses and rate guarantee.

Legal Advertising: Increased \$250 based on current fiscal year expenses.

<i>Subtotal: Increased \$1,428</i>

FIELD OPERATIONS:

Aquatic Maintenance: Increased \$4,100 based on anticipated cost of services in the new fiscal year.

Fountain Service Repairs & Maintenance: Increased \$1,300 based on new contract charges and allowance for repairs that may be needed in the fiscal year.

Pond Bank Repair/Maintenance: Increased \$54,225 based on anticipated completion of remaining restoration projection in the upcoming fiscal year.

Mitigation Area Maintenance/Monitoring: Increased \$2,620 based on contract for services to be completed in the upcoming fiscal year.

General Liability Insurance: Increased \$10 based on current fiscal year expenses and potential 15% increase for next fiscal year.

Property Insurance: Decreased (\$35) based on current fiscal year expenses and potential 15% increase for next fiscal year.

Subtotal: Increased \$62,220

2014/2015 PROPOSED BUDGET LINE ITEM SUBTOTALS

➤ **ADMINISTRATIVE: Increased \$1,428**

➤ **FIELD OPERATIONS: Increased \$62,220**

TOTAL PROPOSED INCREASE IN BUDGET: \$63,648

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND BUDGET **ACCOUNT CATEGORY DESCRIPTION**

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Operations & Maintenance Assessments

The District levies Non-Ad Valorem Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County. The second is for lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Funding Agreement

The District may enter into funding agreements to provide for a source of revenue for certain expenditures.

Developer Contribution

The District may, similar to a funding agreement, receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Facility Rental

The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

Event Rental

The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Interlocal Agreement

The District may enter into interlocal agreements with other governmental entities to provide for revenue for certain expenditures.

Miscellaneous

The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

EXPENDITURES:

ADMINISTRATIVE

Legislative

Supervisor Fees

The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Financial and Administrative

Administrative Services

The District will incur expenditures for the day to today operation of District matters. These items include but are not limited to mailing and preparation of agenda packages, overnight deliveries, facsimiles and long distance phone calls.

Also, each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8). Finally, this line item also includes a cost for the storage of all the District's official records, supplies and files.

District Manager

The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day administrative needs. The cost to maintain the minutes of all Board meetings, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

Disclosure Report

The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees

The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Financial Consulting Services

The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses. Also, additional financial consulting services include, but are not limited to responding to bondholder questions, prepayment analysis, long term pay-offs and true-up analysis. This line item also includes the fees incurred for a

Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services

The District has contracted for maintenance of accounting records. These services include, but are not limited to accounts payable, accounts receivable and preparation of financial reports for the district. This also includes all preparations necessary for the fiscal year end audits to be done.

Auditing Services

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation

The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

District Engineer

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Public Officials Liability Insurance

The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees

The District will incur bank service charges during the year.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Department of Community Affairs, along with other items which may require licenses or permits, etc.

Miscellaneous

The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Development and Maintenance

The District may incur fees as they relate to the development and ongoing maintenance of its own website.

Legal Counsel

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

FIELD OPERATIONS

Electric Utilities

Electric Utility Services

The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Electric Service-Recreation Facility

The District may budget separately for its recreation and or amenity electric separately.

Street Lights

The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

Gas Utility Service

Gas-Recreation Facility

The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage/Solid Waste Control

Garbage Collection-Recreation Facility

The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee

The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Combination Services

Water Utility Services

The District will incur water/sewer utility expenditures related to district operations.

Water-Reclaimed

The District may incur expenses related to the use of reclaimed water for irrigation.

Water-Recreation Facility

The District may incur water and sewer charges for its recreation facilities

Water-Pool

The District may incur charges for water for its pool if metered separately.

Stormwater Control

Fountain Service Repairs & Maintenance

The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance

The District may incur expenditures to maintain lake banks, etc for the ponds and lakes within the Districts boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Aquatic Contract

Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Mitigation Monitoring & Maintenance

The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Lake/Pond Repair

Expense related to repair and maintenance for inlet pipes, outfalls and weir structures for the storm water drainage system.

Aquatic Plant Replacement

The expenses related to replacing beneficial aquatic plants, that may or may not have been required by other governmental entities.

Other Physical Environment

Employee-Salaries

The District may incur salary expenses for a field manager of site superintendent who oversees daily activity within the field operations of the District's facilities.

Employee-P/R Taxes

This is the employer's portion of employment taxes such as FICA etc.

Employee-Workers' Comp

Fees related to obtaining workers compensation insurance.

Employee-Health Insurance

Expenses related to providing health insurance coverage if the District elects to offer same.

General Liability Insurance

The District will incur fees to insure items owned by the District for its general liability needs

Property Casualty Insurance

The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance

The District will incur expenditures to maintain the entry monuments and the fencing.

Landscape Maintenance

The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch and irrigation repairs.

Irrigation Repairs & Maintenance

The District will incur expenditures related to the maintenance of the irrigation systems.

Clock Maintenance Contract

Expenses incurred for such things as entry clocks if they exist.

Landscape Replacement

Expenditures related to replacement of turf, trees, shrubs etc.

Miscellaneous Fees

The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Road & Street Facilities**Gate Phone**

The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street Sweeping

The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Maintenance

Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Roadway Repair & Maintenance

Expenses related to the repair and maintenance of roadways owned by the District if any.

Sidewalk Repair & Maintenance

Expenses related to sidewalks located in the right of way of streets the District may own if any.

Miscellaneous Maintenance

Expenses which may not fit into any defined category in this section of the budget.

Parks & Recreation**Employees-Salaries**

The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

Employees P/R Taxes

Expenses related to an employers portion of payroll taxes such as FICA, etc.

Employee-Workers' Comp

Expenses related to Workers' Comp Insurance

Employees-Health Insurance

Expenses related to health insurance coverage for employees if the District elects to over same.

Management Contract

The District may contract with a firm to provide for the oversight of its recreation facilities.

Clubhouse Facility Maintenance

The District may incur expenses to maintain its recreation facilities

Clubhouse Telephone, Fax, Internet

The District may incur telephone, fax and internet expenses related to the recreational facilities.

Clubhouse Facility Landscaping

The District may wish to budget separately for this item from its other landscaping needs.

Clubhouse Office Supplies

The District may have an office in its facilities which require various office related supplies.

Clubhouse Facility Janitorial Service

Expenses related to the cleaning of the facility and related supplies.

Clubhouse Facility Irrigation

The District may wish to budget separately for this item from its other irrigation needs.

Pool/Water Park/Fountain Repairs and Maintenance

Expenses related to the repair and maintenance of swimming pools and other water features to include service contracts, repair and replacement

Security System

The District may wish to install a security system for the clubhouse

Clubhouse Miscellaneous

Expenses which may not fit into a defined category in this section of the budget

Athletic/Park Court/Field Repairs

Expense related to any facilities such as tennis, basketball etc.

Trail/Bike Path Maintenance

Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

Law Enforcement

Off Duty Deputy Services

The District may wish to contract with the local police agency to provide security for the District.

Security Operations

Security Contract

The District may incur expenses for providing security at entries, neighborhood patrols etc.

Guard & Gate Facility Maintenance

The District may choose to have its entry gates manned with personnel. Also, any ongoing gate repairs and maintenance would be included in this line item.

Special Events

Special Events

Expenses related to functions such as holiday events for the public enjoyment

Contingency

Miscellaneous Contingency

Monies collected and allocated for expenses that the District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Capital Improvements

Capital Improvements

Monies collected and allocated for various projects as they relate to public improvements.

Capital Reserves

Capital Reserve

Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET
ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Debt Service Assessments

The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES:

ADMINISTRATIVE

Financial and Administrative

Bank Fees

The District may incur bank service charges during the year.

Interest Payment

The District may incur interest payments on the debt related to its various bond issues.

Principal Payment

This would be the portion of the payment to satisfy the repayment of the bond issue debt.

Tab 7

RESOLUTION 2014-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2014/2015 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors of the Catalina at Winkler Preserve Community Development District (the "Board") prior to June 15, 2014, a proposed operating budget and debt service budget for Fiscal Year 2014/2015; and

WHEREAS, the Board has considered the proposed budgets and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CATALINA AT WINKLER PRESERVE COMMUNITY DEVELOPMENT DISTRICT:

1. The operating and debt service budgets proposed by the District Manager for Fiscal Year 2014/2015 attached hereto as **Exhibit A** are hereby approved as the basis for conducting a public hearing to adopt said budgets.
2. A public hearing on said approved budgets is hereby declared and set for the following date, hour and location:

DATE: August 20, 2014

HOUR: 3:30 p.m.

LOCATION: Rizzetta & Company, Inc.
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912

3. The District Manager is hereby directed to submit a copy of the proposed budgets to Lee County at least 60 days prior to the hearing set above.
4. In accordance with Section 189.418, Florida Statutes, the District's Secretary is further directed to post these approved budgets on the District's website at least two days before the budget hearing date as set forth in Section 2. If the District does not have its own website, the District's Secretary is directed to transmit these approved budgets to the manager or administrator of Lee County for posting on its website.
5. Notice of this public hearing shall be published in the manner prescribed in Florida law.
6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF MAY, 2014.

ATTEST:

**CATALINA AT WINKLER PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

Assistant Secretary

By: _____
Its: Chairman / Vice Chairman