

WATERFORD LANDING

**COMMUNITY DEVELOPMENT
DISTRICT**

April 24, 2025

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Waterford Landing Community Development District

OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-Free: (877) 276-0889

April 17, 2025

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors

Waterford Landing Community Development District

Dear Board Members:

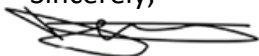
The Board of Supervisors of the Waterford Landing Community Development District will hold a Regular Meeting on April 24, 2025 at 11:00 a.m., at the Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Discussion Item(s)
 - A. Status of Remediation Efforts for Lakes 5, 10 and 16 (Phase 1)
4. Consideration Item(s)
 - A. Delay in Planting the Littoral Plants Until Rainy Season 2025
 - B. Seabreeze Erosion Solutions Proposals
 - I. Phase 2 Proposal for Remediating the Next 4 Lakes in 2026
 - II. Remediating All 16 Remaining Lakes in 2026
 - C. Barraco & Associates Proposals
 - I. Phase 2 Field Services Support
 - II. Field Services Support Over 16 lakes
 - D. Bank Loan Option(s) to Fund Remediation of All 16 Remaining Lakes in 2026
 - I. Synovus Bank
 - II. Truist Bank
 - E. Consideration of Resolution 2025-05, Approving a Proposed Operation and Maintenance Budget for Fiscal Year 2025/2026; Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting, and Publication Requirements; and Providing an Effective Date

- F. Consideration of Resolution 2025-06, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date
5. Acceptance of Unaudited Financial Statements as of March 31, 2025
6. Approval of March 26, 2025 Special Meeting Minutes
7. Staff Reports
- A. District Counsel: *Straley Robin Vericker*
- B. District Engineer: *Barraco and Associates, Inc.*
- C. District Manager: *Wrathell, Hunt and Associates, LLC*
- NEXT MEETING DATE: August 28, 2025 at 11:00 AM [*Adoption of FY2026 Budget*]
 - QUORUM CHECK
- | | | | | |
|--------|-----------------------|------------------------------------|--------------------------------|-----------------------------|
| SEAT 1 | BILL J. SMITH | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 2 | RONALD J. BOZINOVICH | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 3 | CHARLES COX | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 4 | MARCINA STRANG | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
| SEAT 5 | EDWARD FITZGERALD III | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |
8. Supervisors' Requests
9. Public Comments
10. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at 561-909-7930.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 528 064 2804

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

3A

MEMORANDUM

TO: Waterford Landing CDD

FROM: Kelly Liscum

COMPANY:

DATE: April 18, 2025

COPY TO:

PROJECT NUMBER: 22335

RE:

Lindsford Lake Bank Remediation- Weekly Update #6

As the District Engineer to the Waterford Landing Community Development District (CDD), Barraco and Associates (BAI) is providing construction observations to support the ongoing lake bank remediation being performed by Seabreeze Erosion Solutions (Seabreeze).

The following updates are provided based on the observations performed by BAI staff during the week of April 14, 2025 (including any updates provided on the prior Friday):

Seabreeze continued the placement and grading of imported fill around Lake 16 this week, and is currently finish grading around Lake 16. They plan to start placing shell at the end of next week. Two pool drains/overflows stood out as apparent causation(s) of dead grass and erosion potential, above (upslope) Seabreeze's work area and may be recommended for catch basins. All sod and yard drains have been completed on Lake 10.

Seabreeze requested an onsite meeting with BAI staff, which occurred earlier this week, during which some discrepancies were discussed within the current Seabreeze cross-section. Based on that meeting, Seabreeze has revised and provided an updated cross-section to BAI staff for consideration. This section is currently being reviewed internally, and a recommendation is expected next week before the BOS meeting, so that the board can provide clear direction to Seabreeze on both the current lakes and any lakes anticipated going forward.

Select photos from the BAI observations are provided herein.

BAI will provide the next progress update next Friday, April 25, 2025.
If you have any questions or concerns, please reach out anytime.

Thank you,

Kelly Liscum
Barraco and Associates, Inc.

Lake 10

April 18, 2025 at 10:53:10 AM
N 26° 36' 47", W 81° 50' 15"
329° NW
3594 Bridgewell Ct



Lake 10

April 18, 2025 at 10:57:24 AM

N 26° 36' 52", W 81° 50' 14"

181° S

3550 Bridgewell Ct



Lake 10

April 18, 2025 at 10:53:27 AM

N 26° 36' 47", W 81° 50' 15"

359° N

3594 Bridgewell Ct



Lake 16

April 18, 2025 at 10:22:00 AM

N 26° 37' 14", W 81° 49' 49"

100° E

4166 Bloomfield St



Lake 16

April 18, 2025 at 10:21:03 AM

N 26° 37' 14", W 81° 49' 50"

83° E

4154 Bloomfield St



Lake 16

April 18, 2025 at 10:01:51 AM

N 26° 37' 12", W 81° 49' 50"

107° E

2833 Royal Gardens Ave



WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4BI



Date: 3/27/25

Phone Number: (239) 461-3170

Name: Waterford Landing CDD C/O Barraco Engineering

Address: 3720 Tilbor Circle Fort Myers, FL

Email: franks@barraco.net

PROPOSAL FOR EROSION CONTROL

Item	Quantity	Price Ea.	Total
Hybrid Shell System ^{®PatPend}			
-Reclaim eroded soil where possible			
-Install imported proprietary blend as-needed for subgrade			
-Plant 4 native littoral plants per linear foot			
-Install shell layer			
-LIFETIME WARRANTY on littoral plants with active maintenance contract or 30-day warranty on littoral plants without contract ¹			
Lake 4	737LF	\$89	\$65,593
Lake 11	2,581LF	\$89	\$229,709
Lake 18	1,654LF	\$89	\$147,206
Lake 19	1,533LF	\$89	\$136,437

TOTAL PROJECT COST: \$578,945

THIS AGREEMENT ("Agreement"), is made and entered into as of the last date shown on the below signature line by and between Seabreeze Nurseries Inc, a Florida For Profit Company ("Seabreeze"), and __Waterford Landing CDD _____.

WHEREAS, Owner owns certain real property shown above in the ADDRESS section ("Property").

Customer Initials: _____ Contractor Initials: _____

WHEREAS, Owner desires to have those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Seabreeze desires to provide those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Contract.

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

Definitions: The terms "We", "Us", "Contractor", and "Our" shall refer to Seabreeze Nurseries Inc, dba Seabreeze Erosion Solutions. The terms "You", "Customer", "Community", "Owner" and "Authorized representative" shall refer to Waterford Landing CDD. The Contractor and Customer are collectively known as "Parties" and individually as "Party."

Services: You hereby retain Us to provide those services shown above in the SCOPE OF WORK section ("Services"). You warrant that You are legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the services described in this Agreement.

Equipment: We will not be using any boats or barges. We do use construction equipment with rubber tracks and lay down sheeting, when needed, to help protect sod. Each day there will be up to two trucks with trailers which will be removed from the site each work day. Our construction equipment will be left on site, in a pre-approved location, for the duration of the project. We may use de-watering pump(s) during the project to bring lake levels down. Any pumps we use will be placed in a client-approved location and have sound-dampening technology on them. Turbidity curtains may be used in certain locations if mandated by engineers, city, or county governances.

Crew & Installation: A qualified, English-speaking foreman will be on-site at all times during the project. All personnel, vehicles, and equipment bear our company colors and logo. Installation will primarily be completed on Monday through Thursday of each week, but we may work Fridays too if necessary. We will access the body or bodies of water in-between buildings and/or homes, with pre-approval from the community Board, HOA, or CAM. While we do our best to use only utility and lake maintenance easements, we may need additional access points in order to keep our equipment runs under 500 feet. If we are denied useable access points solely due to customer preference, we have the right to charge the community an additional \$500/day. The only individuals who are able to issue a STOP WORK ORDER on any of our crews working on-site shall be: an owner of Seabreeze Erosion Solutions, the Community's Association Manager, a Board Member currently serving on the Board, a county code enforcement officer, or the engineer/consultant hired by the community to oversee the specific project outlined above. Any work that is stopped as a result of anyone other than the aforementioned individuals will be billed at \$1,000/day for de-mobilization fees. If our company's state-certified contractor or the community's engineer/consultant jointly determine that site conditions are acceptable for work, despite where the lake level(s) is(are) at, and the community demands we stop work solely based on preference, the pricing above will be subject to increase. The client agrees to pay for any and all repairs, additional labor or materials, or dewatering activities that are needed due to a state of emergency declaration, impact by a hurricane, impact by a tropical depression, or impact by a tropical storm during the course of work. The delivery and lifting of heavy aggregates may scrape and scuff the asphalt. Seabreeze will make every effort to minimize this, but there is a possibility of this happening, and if it does, we will not be held liable. We are not liable for any damage to any unmarked existing irrigation pipes or heads. All littoral plants that we install will be watered by us during the course of construction. Post-installation, it is the customer's responsibility to make sure all new littoral plants and any new sod receives adequate irrigation.

Change Orders: Any work done that is above and beyond the scope of work outlined in this contract shall require a change order. Change Orders will require full approval from the Engineer and the Customer before we break ground on them. Unless otherwise stated, we will complete all Change Orders and Final Punch List items once the work has already been substantially completed. If the Board mandates that we complete a Change Order before the project is substantially complete, we may bill a \$750/day fee for mobilization and de-mobilization costs.

Pricing, Payments, & Retainage: In order for us to honor the pricing outlined in this contract, we must receive an authorized contract within 60 days. We must receive an initial deposit of 10% within 10 days of receipt of the authorized contract (by printed or electronic means), otherwise the contract pricing may be subject of an increase of up to 1%. If we do not receive the deposit within 30 days, we have the right to stop work until the deposit is rendered and bill any associated de-mobilizing and re-mobilizing fees to the client. Progress payments will be invoiced every 15 days based on completed linear footage. Retainage is outlined in the payment terms below in which some funds are held until the scope of work is fully completed. Once the scope of work is complete, NO final payment of any kind shall be unduly withheld by the customer for circumstances, events, forces, effects, or delays that are outside of the control of the Contractor. Below are the full payment terms.

Initial Deposit: 10% (ten percent)

Customer Initials: _____ Contractor Initials: _____

Progress Payments: Invoiced every 15 (fifteen) days based on completed shoreline. Completed shoreline is defined as fully graded shoreline with crushed shell layer installed. A 10% (ten percent) retainage may be held by the customer out of each progress payment for littoral plantings (final step of project).

Final Retainage: 10% (ten percent) retainage is due promptly once littoral plants are installed.

For payments, we accept electronic wires, ACH payments, and physical checks only. Any invoices that become 15 days overdue from the date of invoice will incur interest at 18% per annum simple interest. All invoices that become over 45 days overdue may result in a construction lien being placed on the customer's property (see Lien Law below). If the county the work is to be done in, or the state of Florida, is affected by a natural disaster declaration, a named storm, or an act of terrorism after the contract is authorized, but before the work begins, we have the right to increase the contract price commensurate with the documented increases in aggregate, rental, and labor prices at the time we break ground.

Littoral Plants: Littoral plant species used are subject to seasonal availability. If multiple species are available contractor may provide a few options for the community to select from.

Permitting: If a flat permitting fee is listed above, any unused permitting fees will be returned back to the customer once the project is complete. If there is a permitting fee listed above, it covers Limited Development Orders, Site Permits, and Non-Substantial Change Letters, if necessary, for Lee, Collier, Charlotte, DeSoto, Sarasota, and Hillsborough counties. The customer understands that deviations, variances, zoning amendments, or modifications to the original Development Order or SWFMD permit may be required for the use of rip rap. Seabreeze Erosion Solutions, and its engineers, will obtain permits we deem necessary for the above scope of work. If no permitting fee is specified in this proposal, we charge \$150 per hour for our own administrative fees in addition to all county and state permitting fees and engineering fees, surveying fees, and consultant fees associated with obtaining the proper permits. For any questions regarding estimated permitting costs and timeframe, please contact our permitting department at 239-940-0295.

Construction Timeframe: The earliest we can schedule construction is __January 1st, 2026____ and construction is expected to be completed in __2-4 months____. As soon as construction is completed on the first lake, we will begin construction on the next lake; as soon as construction is completed on the second lake, we will begin construction on the third lake; and so on. Project will be completed in one phase, within one calendar year, unless specified otherwise. Unless specified otherwise in writing and approved by both the customer and the contractor, we must be allowed to begin construction within 90 (ninety) days of the customer's signing and dating of this contract. If construction begins after 90 (ninety) days, and the delay is not the direct fault of the contractor, the contractor has the right to charge all increased costs associated with the delay to the customer including, but not limited to, increases in the price of materials and labor. Contractor must furnish evidence of the cost increase to the customer when requested. If the start of construction is more than a year after the customer signs and dates this contract, the contractor has the right to increase the total contract price by up to 20% (twenty percent) per year and no documentation shall be required to be furnished.

No Construction by Owner: Owner will not under any circumstance construct nor cause to be built anything within the Scope of Work, or otherwise provide labor or materials with respect to the Services, nor contract with other parties for any construction within the Scope of Work, without the prior written consent of Contractor in each instance, which consent shall be at the sole discretion of Contractor in each instance. In the event (and only in the event) Owner receives the written consent of Contractor, Owner may cause work to be done within the Scope of Work as limited by such consent, provided, that (and not in limitation of any other requirements with respect thereto that Contractor shall determine in its sole and absolute discretion) (i) Owner hereby expressly releases Contractor for any damages, delays, injuries and costs resulting therefrom as determined exclusively by Contractor, (ii) Owner agrees to use only licensed persons prior to commencement of any work on the Property and such persons shall understand and agree to cooperate in all respects as required by Contractor hereunder so as not to interfere with the work being performed by Contractor hereunder, (iii) such work shall be done at the times set forth by Contractor so as not to interfere with the other work being performed by Contractor hereunder as Contractor shall determine in its sole and absolute discretion, and (iv) Owner shall indemnify Contractor and hold Contractor harmless from and against any and all delays, damages, injuries and costs which may result in any way as a result of such persons at the Property at any time and from time to time. In the event that Contractor incurs any extra costs as a result of any consent hereunder for Owner to perform any work at the Property, such extra costs shall be deemed a Pre-approved Cost (as defined herein) for which Owner shall be immediately responsible to pay to Contractor hereunder. By way of example, but not in limitation of the foregoing, in the event that work fails an inspection as a result of Owner's work hereunder as determined by Contractor, such costs to re-inspect shall be at Owner's expense.

Non-exclusive Relationship: Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for You.

¹LIFETIME PLANT WARRANTY with ACTIVE Maintenance Contract: If any littoral plantings that we install become completely dead, we will replace them FREE OF CHARGE as long as we are under an active lake maintenance contract with the community for the lake(s) and shoreline(s) that the plants are growing on. This warranty does not include plants that

Customer Initials: _____ Contractor Initials: _____

die due to: inadequate irrigation post-construction, wildlife feeding, frost, boats, foot-traffic, drought, irrigation restrictions imposed by local authorities, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. NOTE: our lake and shoreline maintenance contracts DO NOT include hand-watering of littoral plants. If there is a disagreement over the cause of death of any littoral plants, an independent expert who is state-certified in GI-BMP or FNGLA must be hired by the customer and prove unequivocally that the littoral plants were not damaged or killed by any of the above factors.

LIMITED PLANT WARRANTY- NO Maintenance Contract: If any littoral plantings that we install as part of the Scope of Work become completely dead within 30 days of installation we will replace them ONCE, unless the cause of damage or death was due to: inadequate irrigation post-construction, wildlife feeding, herbicidal overspray, frost, boats, foot-traffic, drought, irrigation restrictions imposed by local authorities, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. If there is a disagreement over the cause of death of any littoral plants, an independent expert who is state-certified in GI-BMP or FNGLA must be hired by the customer and prove unequivocally that the littoral plants were not damaged or killed by any of the above factors.

²Workmanship Warranties: Hybrid Shell SystemTM, Pat Pend: Should any shells at the top of our system abutting the grass slide downwards due to natural sheet flow or naturally rising/falling lake levels and create an escarpment of six inches or more, we will pull them back up and flatten at no charge to the community. Erosion Defense SystemTM: Should any cavities occur underneath our system due to washouts from natural rill erosion, we will re-fill the cavity, re-secure the underlayment, and replace the existing rip rap at no charge (any additional rip rap that must be brought in will be billed with a change order). Shore Restore System, aka Organic Shoreline SystemTM: If any cavities over two feet in diameter occur due to rill erosion in the first three months, we will fill them in and re-compact once at no charge to the community. These warranties do not cover damage caused by animals, fish, boats, foot-traffic, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. In the event of a dispute over the exact cause of damage to the shell, the customer must hire a third-party civil engineer, consultant with experience in marine civil engineering, or a professional hydrogeologist to verify that the damage was indeed caused solely by natural forces.

Notice of Florida's Construction Lien Law. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUB-CONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER SPECIFIC PROBLEMS ARISE, YOU CONSULT AN ATTORNEY. All costs to enforce any liens shall be paid by the customer including, but not limited to, all aforementioned late fees, court costs, and attorney's fees.

Construction Recovery Fund. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

FLORIDA CONSTRUCTION INDUSTRY RECOVERY FUND
1940 N. MONROE STREET, SUITE 33
TALLAHASSEE, FL 32399-1039
(850) 487-1395

Liquidated Damages: Contractor and Customer agree that in the event Customer fails to allow construction to begin within ninety (90) days after signing of this Agreement ("Delay"), Contractor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the Parties' inability to predict future profits and other relevant factors. Accordingly, Contractor and Customer agree that if Customer causes a Delay, the Contractor may unilaterally elect to terminate this Agreement and retain the Customer's initial deposit—not as a penalty—but instead as intended by the parties to be, and shall be deemed, liquidated damages.

Termination: If Owner shall: (i) fail to perform any of the non-monetary items required of Owner hereunder within the time allowed therefor following the expiration of ten (10) business days after receipt of written notice from Contractor to Owner of such failure; or (ii) shall fail to perform any of the monetary items required of Owner hereunder within the time required hereby, if any, without any notice or a cure period, Owner shall be deemed in default ("Default"). Upon a Default by Owner, Contractor shall have the right to immediately stop work (and under no circumstances shall Contractor be in default hereunder or subject to any liability or damages or other adverse consequence to Contractor hereunder in any

Customer Initials: _____ Contractor Initials: _____

manner whatsoever for so exercising its right to stop the work hereunder) and/or terminate this Agreement. The remedies provided for in this clause (b) shall not prevent Contractor from exercising rights under the mechanics' lien laws of the State of Florida or any other rights Contractor may have hereunder and at law or in equity, if applicable.

Governing Law/Venue: This Proposal shall be governed by and construed in accordance with the laws of the State of Florida, and any litigation proceedings relating to this Proposal shall only be determined judicially within the jurisdiction of the State of Florida, solely and exclusively in the appropriate state court in and for the Twentieth Judicial Circuit Court in and for Lee County, Florida. Venue for any proceeding hereunder shall be solely and exclusively in the Twentieth Judicial Circuit Court in and for Lee County, Florida. You hereby consent to the exclusive personal jurisdiction of such courts, and waive any objection in any such action based on improper venue, inconvenient forum or similar grounds.

Severability: If any provisions of this Proposal or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Proposal and the application of that provision to other persons or circumstances permitted by law. This Proposal shall be construed without regard to any presumption or other rule requiring construction against the party causing this Proposal to be drafted.

Jury Trial: THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT ON THIS CONTRACT OR ON ANY MATTER ARISING IN CONNECTION WITH THIS CONTRACT

Waiver: No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

Oral Representations: Oral representations made by Contractor, Contractor's employees, Contractor's representatives and/or any other third-party cannot be relied upon for any circumstance or purpose whatsoever and are not binding.

Notice: Except as otherwise specifically provided herein, any notice, consent, demand, or other communication to be given under or in connection with this Agreement shall be in writing and shall be deemed duly given when delivered personally, when transmitted by facsimile transmission, one day after being deposited with a nationally recognized overnight delivery service, or three days after being mailed by first class mail, charges or postage prepaid, properly addressed, if to the Company, at its principal office, and, if to You, at the address set forth following Your signature below. Either Party may change such address from time to time by notice to the other.

Headings: The headings of the Sections and subsections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Assignability: This Agreement may not be assigned by either Party without written consent of the other, and shall be binding upon the Parties hereto, including their heirs and successors, provided, however, that the Company may assign its rights and obligations under this Agreement to an affiliate of the Company or any successor(s) to its business and/or purchaser of all or substantially all of its stock or assets.

Attorneys' Fees: The Company shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement. This Section shall survive the termination of this Agreement.

Force Majure: Subject to the provisions provided above, neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If the Company's performance is delayed over 90 days, the Company may terminate this Agreement at its sole and exclusive option.

Counterparts: This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Third-party Beneficiaries: This Agreement is a contract between Contractor and Owner for their mutual benefit and no third person shall be entitled to any right, claim or benefit by virtue of the provisions hereof.

Entire Agreement; Modifications: This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of

Customer Initials: _____ Contractor Initials: _____

services by the Company and contains all of the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

Miscellaneous Rights: We retain the right to take photos and videos of the project outlined above for use in any and all business-related purposes, both printed and digital, in perpetuity. There shall be no other applicable warranties or guarantees unless stated in writing by one of our owners. Please indicate your acceptance of this Agreement, including all Items, Prices, Terms, Conditions, and Warranties by signing and dating below:

Authorized Representative Signature

Printed

Title

Community/Company Name

Address

Contractor Signature

Printed



Customer Initials: _____ Contractor Initials: _____



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOBBS, JUSTEN

SEABREEZE EROSION SOLUTIONS
16190 LEE RD
SUITE 210
FORT MYERS FL 33912

LICENSE NUMBER: SCC131152136

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



October 28, 2024

Re: U.S. Patent Application No. 17/975,031 - SHORELINE STABILIZATION AND EROSION CONTROL

Filed: October 22, 2022

Owner: Seabreeze Nurseries, Inc.

Dear [PROSPECTIVE CLIENT],

As you may be aware, Seabreeze filed a U.S. Non-Provisional Patent Application for their proprietary shoreline stabilization and erosion control system ("Application") that is marketed and sold under the HYBRID SHELL SYSTEM® trademark. A copy of the Application is available upon request.

Customer Initials: _____ Contractor Initials: _____

In general, while a patent application does not create an enforceable right against a potential infringer until the application is registered, anyone who makes, uses, offers for sale, or sells a similar system may be found to infringe after an application matures into a registered patent.

Here, Seabreeze intends to enforce any patent rights it obtains from the pending Application. Therefore, anyone installing or using a shoreline stabilization and erosion control system should carefully consider Seabreeze's pending patent rights.

A United States patent is infringed if, for example, a person without authority makes, uses, offers for sale, or sells a patented invention within the United States, or imports into the United States a patented invention. Infringement is determined by a comparison of the apparatus or method being made, used, offered for sale, or sold with each of the claims of the allegedly infringed patent. Literal infringement exists if an apparatus includes every element, or every step recited in the patent claim. Infringement under the Doctrine of Equivalents exists where, in the absence of literal infringement, differences between the elements of a claim and the apparatus are insubstantial.

An infringement analysis is a two-step process in which the court first determines, as a matter of law, the correct claim scope, and then compares the properly construed claim to the accused device to determine, as a matter of fact, whether all of the claim limitations are present in the accused device, either literally or by a substantial equivalent. Any accused device having all of the claims limitations will likely be found as an infringement.

In closing, please accept this Letter as a statement of Seabreeze's current and future rights, as well as Seabreeze's position on any person or entity that should make, use, offer for sale, or sell a shoreline stabilization and erosion control system that infringes upon any patent rights granted to Seabreeze.

Customer Initials: _____ Contractor Initials: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

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

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

PRODUCER The Thompson Agency 2132 McGregor Blvd Fort Myers FL 33901-3418		CONTACT NAME: Patty Frankenberger PHONE (A/C, No, Ext): 239-689-8570 FAX (A/C, No): E-MAIL ADDRESS: patty@thompsoninsurancefl.com	
INSURED Seabreeze Nurseries Inc 16190 Lee Rd Unit 210 Fort Myers FL 33912		INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Hawley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37974	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:** 1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GGL0037434	03/22/2024	03/22/2025	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
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	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				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brian Thompson</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2024

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

Work Comp Associates, Inc.
2560 RCA Blvd
Suite 107
Palm Beach Gardens, FL 33410-3336

CONTACT NAME: Michael D Holleman
PHONE (A/C, No, Ext): (561) 500-3592 FAX (A/C, No): (561) 500-2329
E-MAIL ADDRESS: Mail@WorkCompAssociates.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Florida Citrus, Business & Ind.	15764
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Seabreeze Nurseries, Inc.
16190 Lee Road
Suite 210
Fort Myers, FL 33912-2550

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	n/a	N	10666337	1/1/2024	1/1/2025
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Item 3. A.: Workers Compensation Insurance applies to the Workers Compensation Law of the states listed here: Florida

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Seabreeze Lake Maintenance

Healthier lakes. Stronger shorelines.

Commercial Applicator License #CM28291
State-Licensed Specialty Contractor #SCC131152136



Seabreeze



current
industry
standards



OUR CORE PRINCIPALS:

Healthier lakes

- More beneficial littoral plants
- Responsible use of chemicals
- Mechanical harvesting
- Hand-pulling when necessary
- Surgical-precision when targeting exotics

Stronger shorelines

- Patented stabilization systems
- Engineer-backed solutions
- Long-term case studies
- No poly-woven bags or tubes



Seabreeze

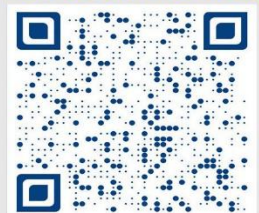


*Call, text, or email us today
for a quote on your lakes,
shorelines, and preserves*

239-470-5550

reception.seabreeze@gmail.com

Scan the QR code to
visit us on the web:



Preferred Native Littoral Species- Below is a list of species that we prefer to use on our projects. Our nursery division grows many of them. **NOTE:** All species are subject to seasonal availability but we try to offer choices to our clients when possible.



Grasses (*Spartina* sp.) - Transitional Zone

We offer Sand Cordgrass, Saltmeadow Cordgrass, and Muhly Grass, depending on the specific lake requirements (control elevation, water quality, salinity, etc). Grasses grow at the top of the lake bank and prefer no more than 1-2 months of flooding. They grow up to 2 feet or 4 feet tall as they mature. Their root systems are known for effective erosion control and they can either be trimmed or left alone to grow "all natural".



Golden Canna Lily (*Canna flacida*) - Shallow Zone

Canna are known for their bright yellow 3" blooms. Many varieties are planted in landscapes and feature red and orange flowers. Our native Canna has a white flower and broad green leaves. These grow to about 3 feet tall and form dense colonies. The bloom turns into a brown seed pod that drops black seeds. These can handle 2-6 months of flooding and seem well-adapted to our dry conditions from January to May when we receive very little rain. Ducks and other birds like to nest in them too!



Bulltongue Arrowhead (*Sagittaria lancifolia*) - Shallow Zone

Bulltongue is another broad-leafed plant that only grows to about 2-3 feet tall. It has a nice white bloom that gets to about 1.5" in diameter. This species is very resilient and grows in the toughest conditions. It also forms dense colonies once established. It prefers about 2-4 months underwater but shows very good drought-tolerance in dry season as well. Fish and wildlife nest amongst the leaves and very few pests and fungus species attack it.



Pickerelweed (*Pontederia cordata*) - Mid Zone

For the lower section of your lake bank Pickerelweed is a good option because it prefers to be flooded 3-6 months a year. It forms thick colonies and develops a showy purple bloom. The blooms often attract native butterflies. This variety often grows alongside Spikerush but is much more attractive than Spikerush. Natives growing at the bottom of your shoreline also help break up wave action that can beat up and erode your shoreline.

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4BII



Date: 4/3/25

Phone Number: (239) 461-3170

Name: Waterford Landing CDD C/O Barraco Engineering

Address: 3720 Tilbor Circle Fort Myers, FL

Email: franks@barraco.net

EROSION PROPOSAL TO COMPLETE ALL LAKES IN 2026

Item	Quantity	Price Ea.	Total
Hybrid Shell System ^{®PatPend}			
-Reclaim eroded soil where possible			
-Install imported proprietary blend as-needed for subgrade			
-Plant 4 native littoral plants per linear foot			
-Install shell layer			
-LIFETIME WARRANTY on littoral plants with active maintenance contract or 30-day warranty on littoral plants without contract ¹			
Lake 1	870LF	\$85	\$73,950
Lake 2	739LF	\$85	\$62,815
Lake 3	1,017LF	\$85	\$86,445
Lake 4	737LF	\$85	\$62,645
Lake 6	858LF	\$85	\$72,930
Lake 7	1,493LF	\$85	\$126,905
Lake 8	1,506LF	\$85	\$128,010
Lake 9	1,174LF	\$85	\$99,790
Lake 11	2,581LF	\$85	\$219,385
Lake 12	1,309LF	\$85	\$111,265
Lake 13	1,335LF	\$85	\$113,475
Lake 14	2,194LF	\$85	\$186,490
Lake 15	2,919LF	\$85	\$248,115
Lake 17	1,594LF	\$85	\$135,490
Lake 18	1,654LF	\$85	\$140,590
Lake 19	1,533LF	\$85	\$130,305

Customer Initials: _____ Contractor Initials: _____

TOTAL PROJECT COST: \$1,998,605

THIS AGREEMENT ("Agreement"), is made and entered into as of the last date shown on the below signature line by and between Seabreeze Nurseries Inc, a Florida For Profit Company ("Seabreeze"), and____ Waterford Landing CDD _____.

WHEREAS, Owner owns certain real property shown above in the ADDRESS section ("Property").

WHEREAS, Owner desires to have those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Agreement; and

WHEREAS, Seabreeze desires to provide those services completed as shown above in the SCOPE OF WORK section, pursuant to and in accordance with the terms and provisions of this Contract.

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

Definitions: The terms "We", "Us", "Contractor", and "Our" shall refer to Seabreeze Nurseries Inc, dba Seabreeze Erosion Solutions. The terms "You", "Customer", "Community", "Owner" and "Authorized representative" shall refer to ____ Waterford Landing CDD _____. The Contractor and Customer are collectively known as "Parties" and individually as "Party."

Services: You hereby retain Us to provide those services shown above in the SCOPE OF WORK section ("Services"). You warrant that You are legally capable of entering this Agreement and that there are no other existing agreements or instruments that would impair Contractor's ability to perform the services described in this Agreement.

Equipment: We will not be using any boats or barges. We do use construction equipment with rubber tracks and lay down sheeting, when needed, to help protect sod. Each day there will be up to two trucks with trailers which will be removed from the site each work day. Our construction equipment will be left on site, in a pre-approved location, for the duration of the project. We may use de-watering pump(s) during the project to bring lake levels down. Any pumps we use will be placed in a client-approved location and have sound-dampening technology on them. Turbidity curtains may be used in certain locations if mandated by engineers, city, or county governances.

Crew & Installation: A qualified, English-speaking foreman will be on-site at all times during the project. All personnel, vehicles, and equipment bear our company colors and logo. Installation will primarily be completed on Monday through Thursday of each week, but we may work Fridays too if necessary. We will access the body or bodies of water in-between buildings and/or homes, with pre-approval from the community Board, HOA, or CAM. While we do our best to use only utility and lake maintenance easements, we may need additional access points in order to keep our equipment runs under 500 feet. If we are denied useable access points solely due to customer preference, we have the right to charge the community an additional \$500/day. The only individuals who are able to issue a STOP WORK ORDER on any of our crews working on-site shall be: an owner of Seabreeze Erosion Solutions, the Community's Association Manager, a Board Member currently serving on the Board, a county code enforcement officer, or the engineer/consultant hired by the community to oversee the specific project outlined above. Any work that is stopped as a result of anyone other than the aforementioned individuals will be billed at \$1,000/day for de-mobilization fees. If our company's state-certified contractor or the community's engineer/consultant jointly determine that site conditions are acceptable for work, despite where the lake level(s) is(are) at, and the community demands we stop work solely based on preference, the pricing above will be subject to increase. The client agrees to pay for any and all repairs, additional labor or materials, or dewatering activities that are needed due to a state of emergency declaration, impact by a hurricane, impact by a tropical depression, or impact by a tropical storm during the course of work. The delivery and lifting of heavy aggregates may scrape and scuff the asphalt. Seabreeze will make every effort to minimize this, but there is a possibility of this happening, and if it does, we will not be held liable. We are not liable for any damage to any unmarked existing irrigation pipes or heads. All littoral plants that we install will be watered by us during the course of construction. Post-installation, it is the customer's responsibility to make sure all new littoral plants and any new sod receives adequate irrigation.

Customer Initials:_____ Contractor Initials:_____

Change Orders: Any work done that is above and beyond the scope of work outlined in this contract shall require a change order. Change Orders will require full approval from the Engineer and the Customer before we break ground on them. Unless otherwise stated, we will complete all Change Orders and Final Punch List items once the work has already been substantially completed. If the Board mandates that we complete a Change Order before the project is substantially complete, we may bill a \$750/day fee for mobilization and de-mobilization costs.

Pricing, Payments, & Retainage: In order for us to honor the pricing outlined in this contract, we must receive an authorized contract within 60 days. We must receive an initial deposit of 10% within 10 days of receipt of the authorized contract (by printed or electronic means), otherwise the contract pricing may be subject of an increase of up to 1%. If we do not receive the deposit within 30 days, we have the right to stop work until the deposit is rendered and bill any associated de-mobilizing and re-mobilizing fees to the client. Progress payments will be invoiced every 15 days based on completed linear footage. Retainage is outlined in the payment terms below in which some funds are held until the scope of work is fully completed. Once the scope of work is complete, NO final payment of any kind shall be unduly withheld by the customer for circumstances, events, forces, effects, or delays that are outside of the control of the Contractor. Below are the full payment terms.

Initial Deposit: 10% (ten percent)

Progress Payments: Invoiced every 15 (fifteen) days based on completed shoreline. Completed shoreline is defined as fully graded shoreline with crushed shell layer installed. A 10% (ten percent) retainage may be held by the customer out of each progress payment for littoral plantings (final step of project).

Final Retainage: 10% (ten percent) retainage is due promptly once littoral plants are installed.

*Pricing only valid if all lakes are signed for at once, and Waterford CDD agrees all lakes can be completed and paid for in 2026. (Subject to changed based upon Seabreeze schedule)

For payments, we accept electronic wires, ACH payments, and physical checks only. Any invoices that become 15 days overdue from the date of invoice will incur interest at 18% per annum simple interest. All invoices that become over 45 days overdue may result in a construction lien being placed on the customer's property (see Lien Law below). If the county the work is to be done in, or the state of Florida, is affected by a natural disaster declaration, a named storm, or an act of terrorism after the contract is authorized, but before the work begins, we have the right to increase the contract price commensurate with the documented increases in aggregate, rental, and labor prices at the time we break ground.

Littoral Plants: Littoral plant species used are subject to seasonal availability. If multiple species are available contractor may provide a few options for the community to select from.

Permitting: If a flat permitting fee is listed above, any unused permitting fees will be returned back to the customer once the project is complete. If there is a permitting fee listed above, it covers Limited Development Orders, Site Permits, and Non-Substantial Change Letters, if necessary, for Lee, Collier, Charlotte, DeSoto, Sarasota, and Hillsborough counties. The customer understands that deviations, variances, zoning amendments, or modifications to the original Development Order or SWFMD permit may be required for the use of rip rap. Seabreeze Erosion Solutions, and its engineers, will obtain permits we deem necessary for the above scope of work. If no permitting fee is specified in this proposal, we charge \$150 per hour for our own administrative fees in addition to all county and state permitting fees and engineering fees, surveying fees, and consultant fees associated with obtaining the proper permits. For any questions regarding estimated permitting costs and timeframe, please contact our permitting department at 239-940-0295.

Construction Timeframe: The earliest we can schedule construction is January 1st 2026 and construction is expected to be completed in 6-8 months. As soon as construction is completed on the first lake, we will begin construction on the next lake; as soon as construction is completed on the second lake, we will begin construction on the third lake; and so on. Project will be completed in one phase, within one calendar year, unless specified otherwise. Unless specified otherwise in writing and approved by both the customer and the contractor, we must be allowed to begin construction within 90 (ninety) days of the customer's signing and dating of this contract. If construction begins after 90 (ninety) days, and the delay is not the direct fault of the contractor, the contractor has the right to charge all increased costs associated with the delay to the customer including, but not limited to, increases in the price of materials and labor. Contractor must furnish evidence of the cost increase to the customer when requested. If the start of construction is more than a year after the customer signs and dates this contract, the contractor has the right to increase the total contract price by up to 20% (twenty percent) per year and no documentation shall be required to be furnished.

No Construction by Owner: Owner will not under any circumstance construct nor cause to be built anything within the Scope of Work, or otherwise provide labor or materials with respect to the Services, nor contract with other parties for any construction within the Scope of Work, without the prior written consent of Contractor in each instance, which consent shall be at the sole discretion of Contractor in each instance. In the event (and only in the event) Owner receives the written consent of Contractor, Owner may cause work to be done within the Scope of Work as limited by such consent, provided, that (and not in limitation of any other requirements with respect thereto that Contractor shall determine in its sole and absolute discretion) (i) Owner hereby expressly releases Contractor for any damages, delays, injuries and costs

Customer Initials: _____ Contractor Initials: _____

resulting therefrom as determined exclusively by Contractor, (ii) Owner agrees to use only licensed persons prior to commencement of any work on the Property and such persons shall understand and agree to cooperate in all respects as required by Contractor hereunder so as not to interfere with the work being performed by Contractor hereunder, (iii) such work shall be done at the times set forth by Contractor so as not to interfere with the other work being performed by Contractor hereunder as Contractor shall determine in its sole and absolute discretion, and (iv) Owner shall indemnify Contractor and hold Contractor harmless from and against any and all delays, damages, injuries and costs which may result in any way as a result of such persons at the Property at any time and from time to time. In the event that Contractor incurs any extra costs as a result of any consent hereunder for Owner to perform any work at the Property, such extra costs shall be deemed a Pre-approved Cost (as defined herein) for which Owner shall be immediately responsible to pay to Contractor hereunder. By way of example, but not in limitation of the foregoing, in the event that work fails an inspection as a result of Owner's work hereunder as determined by Contractor, such costs to re-inspect shall be at Owner's expense.

Non-exclusive Relationship: Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed for You.

¹LIFETIME PLANT WARRANTY with ACTIVE Maintenance Contract: If any littoral plantings that we install become completely dead, we will replace them FREE OF CHARGE as long as we are under an active lake maintenance contract with the community for the lake(s) and shoreline(s) that the plants are growing on. This warranty does not include plants that die due to: inadequate irrigation post-construction, wildlife feeding, frost, boats, foot-traffic, drought, irrigation restrictions imposed by local authorities, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. NOTE: our lake and shoreline maintenance contracts DO NOT include hand-watering of littoral plants. If there is a disagreement over the cause of death of any littoral plants, an independent expert who is state-certified in GI-BMP or FNGLA must be hired by the customer and prove unequivocally that the littoral plants were not damaged or killed by any of the above factors.

LIMITED PLANT WARRANTY- NO Maintenance Contract: If any littoral plantings that we install as part of the Scope of Work become completely dead within 30 days of installation we will replace them ONCE, unless the cause of damage or death was due to: inadequate irrigation post-construction, wildlife feeding, herbicidal overspray, frost, boats, foot-traffic, drought, irrigation restrictions imposed by local authorities, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. If there is a disagreement over the cause of death of any littoral plants, an independent expert who is state-certified in GI-BMP or FNGLA must be hired by the customer and prove unequivocally that the littoral plants were not damaged or killed by any of the above factors.

²Workmanship Warranties: Hybrid Shell SystemTM, Pat Pend: Should any shells at the top of our system abutting the grass slide downwards due to natural sheet flow or naturally rising/falling lake levels and create an escarpment of six inches or more, we will pull them back up and flatten at no charge to the community. Erosion Defense SystemTM: Should any cavities occur underneath our system due to washouts from natural rill erosion, we will re-fill the cavity, re-secure the underlayment, and replace the existing rip rap at no charge (any additional rip rap that must be brought in will be billed with a change order). Shore Restore System, aka Organic Shoreline SystemTM: If any cavities over two feet in diameter occur due to rill erosion in the first three months, we will fill them in and re-compact once at no charge to the community. These warranties do not cover damage caused by animals, fish, boats, foot-traffic, damaged or broken utilities, work done by a homeowner or another contractor, theft, terrorism, vandalism, or named storms. In the event of a dispute over the exact cause of damage to the shell, the customer must hire a third-party civil engineer, consultant with experience in marine civil engineering, or a professional hydrogeologist to verify that the damage was indeed caused solely by natural forces.

Notice of Florida's Construction Lien Law. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUB-CONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER SPECIFIC PROBLEMS ARISE, YOU CONSULT AN ATTORNEY. All costs to enforce any liens shall be paid by the customer including, but not limited to, all aforementioned late fees, court costs, and attorney's fees.

Construction Recovery Fund. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED

Customer Initials: _____ Contractor Initials: _____

CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:
FLORIDA CONSTRUCTION INDUSTRY RECOVERY FUND
1940 N. MONROE STREET, SUITE 33
TALLAHASSEE, FL 32399-1039
(850) 487-1395

Liquidated Damages: Contractor and Customer agree that in the event Customer fails to allow construction to begin within ninety (90) days after signing of this Agreement ("Delay"), Contractor's damages would be uncertain and difficult (if not impossible) to accurately estimate because of the Parties' inability to predict future profits and other relevant factors. Accordingly, Contractor and Customer agree that if Customer causes a Delay, the Contractor may unilaterally elect to terminate this Agreement and retain the Customer's initial deposit—not as a penalty—but instead as intended by the parties to be, and shall be deemed, liquidated damages.

Termination: If Owner shall: (i) fail to perform any of the non-monetary items required of Owner hereunder within the time allowed therefor following the expiration of ten (10) business days after receipt of written notice from Contractor to Owner of such failure; or (ii) shall fail to perform any of the monetary items required of Owner hereunder within the time required hereby, if any, without any notice or a cure period, Owner shall be deemed in default ("Default"). Upon a Default by Owner, Contractor shall have the right to immediately stop work (and under no circumstances shall Contractor be in default hereunder or subject to any liability or damages or other adverse consequence to Contractor hereunder in any manner whatsoever for so exercising its right to stop the work hereunder) and/or terminate this Agreement. The remedies provided for in this clause (b) shall not prevent Contractor from exercising rights under the mechanics' lien laws of the State of Florida or any other rights Contractor may have hereunder and at law or in equity, if applicable.

Governing Law/Venue: This Proposal shall be governed by and construed in accordance with the laws of the State of Florida, and any litigation proceedings relating to this Proposal shall only be determined judicially within the jurisdiction of the State of Florida, solely and exclusively in the appropriate state court in and for the Twentieth Judicial Circuit Court in and for Lee County, Florida. Venue for any proceeding hereunder shall be solely and exclusively in the Twentieth Judicial Circuit Court in and for Lee County, Florida. You hereby consent to the exclusive personal jurisdiction of such courts, and waive any objection in any such action based on improper venue, inconvenient forum or similar grounds.

Severability: If any provisions of this Proposal or the application thereof to any person or circumstance shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Proposal and the application of that provision to other persons or circumstances permitted by law. This Proposal shall be construed without regard to any presumption or other rule requiring construction against the party causing this Proposal to be drafted.

Jury Trial: THE PARTIES HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT ON THIS CONTRACT OR ON ANY MATTER ARISING IN CONNECTION WITH THIS CONTRACT

Waiver: No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter.

Oral Representations: Oral representations made by Contractor, Contractor's employees, Contractor's representatives and/or any other third-party cannot be relied upon for any circumstance or purpose whatsoever and are not binding.

Notice: Except as otherwise specifically provided herein, any notice, consent, demand, or other communication to be given under or in connection with this Agreement shall be in writing and shall be deemed duly given when delivered personally, when transmitted by facsimile transmission, one day after being deposited with a nationally recognized overnight delivery service, or three days after being mailed by first class mail, charges or postage prepaid, properly addressed, if to the Company, at its principal office, and, if to You, at the address set forth following Your signature below. Either Party may change such address from time to time by notice to the other.

Headings: The headings of the Sections and subsections contained in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Agreement.

Assignability: This Agreement may not be assigned by either Party without written consent of the other, and shall be binding upon the Parties hereto, including their heirs and successors, provided, however, that the Company may assign its rights and obligations under this Agreement to an affiliate of the Company or any successor(s) to its business and/or purchaser of all or substantially all of its stock or assets.

Attorneys' Fees: The Company shall be entitled to recover reasonable attorney's fees and costs in conjunction with any successful action brought to enforce or interpret this Agreement. This Section shall survive the termination of this Agreement.

Customer Initials: _____ Contractor Initials: _____

Force Majure: Subject to the provisions provided above, neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If the Company's performance is delayed over 90 days, the Company may terminate this Agreement at its sole and exclusive option.

Counterparts: This Agreement may be executed by facsimile and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.

Third-party Beneficiaries: This Agreement is a contract between Contractor and Owner for their mutual benefit and no third person shall be entitled to any right, claim or benefit by virtue of the provisions hereof.

Entire Agreement; Modifications: This Agreement, together with any exhibits, schedules, or other documents referenced herein, supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by the Company and contains all of the representations, warranties, covenants, and agreements between the Parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not contained in this Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by an authorized representative of the party to be charged.

Miscellaneous Rights: We retain the right to take photos and videos of the project outlined above for use in any and all business-related purposes, both printed and digital, in perpetuity. There shall be no other applicable warranties or guarantees unless stated in writing by one of our owners. Please indicate your acceptance of this Agreement, including all Items, Prices, Terms, Conditions, and Warranties by signing and dating below:

Authorized Representative Signature

Printed

Title

Community/Company Name

Address

Contractor Signature

Printed

Customer Initials: _____ Contractor Initials: _____



FCAP
FLORIDA COMMUNITY
ASSOCIATION PROFESSIONALS



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

DOBBS, JUSTEN

SEABREEZE EROSION SOLUTIONS
16190 LEE RD
SUITE 210
FORT MYERS FL 33912

LICENSE NUMBER: SCC131152136

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Customer Initials: _____ Contractor Initials: _____

October 28, 2024

Re: U.S. Patent Application No. 17/975,031 - SHORELINE STABILIZATION AND EROSION CONTROL

Filed: October 22, 2022

Owner: Seabreeze Nurseries, Inc.

Dear [PROSPECTIVE CLIENT],

As you may be aware, Seabreeze filed a U.S. Non-Provisional Patent Application for their proprietary shoreline stabilization and erosion control system ("Application") that is marketed and sold under the HYBRID SHELL SYSTEM® trademark. A copy of the Application is available upon request.

In general, while a patent application does not create an enforceable right against a potential infringer until the application is registered, anyone who makes, uses, offers for sale, or sells a similar system may be found to infringe after an application matures into a registered patent.

Here, Seabreeze intends to enforce any patent rights it obtains from the pending Application. Therefore, anyone installing or using a shoreline stabilization and erosion control system should carefully consider Seabreeze's pending patent rights.

A United States patent is infringed if, for example, a person without authority makes, uses, offers for sale, or sells a patented invention within the United States, or imports into the United States a patented invention. Infringement is determined by a comparison of the apparatus or method being made, used, offered for sale, or sold with each of the claims of the allegedly infringed patent. Literal infringement exists if an apparatus includes every element, or every step recited in the patent claim. Infringement under the Doctrine of Equivalents exists where, in the absence of literal infringement, differences between the elements of a claim and the apparatus are insubstantial.

An infringement analysis is a two-step process in which the court first determines, as a matter of law, the correct claim scope, and then compares the properly construed claim to the accused device to determine, as a matter of fact, whether all of the claim limitations are present in the accused device, either literally or by a substantial equivalent. Any accused device having all of the claims limitations will likely be found as an infringement.

In closing, please accept this Letter as a statement of Seabreeze's current and future rights, as well as Seabreeze's position on any person or entity that should make, use, offer for sale, or sell a shoreline stabilization and erosion control system that infringes upon any patent rights granted to Seabreeze.

Customer Initials: _____ Contractor Initials: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

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

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

PRODUCER The Thompson Agency 2132 McGregor Blvd Fort Myers FL 33901-3418		CONTACT NAME: Patty Frankenberger PHONE (A/C, No, Ext): 239-689-8570 FAX (A/C, No): E-MAIL ADDRESS: patty@thompsoninsurancefl.com	
INSURED Seabreeze Nurseries Inc 16190 Lee Rd Unit 210 Fort Myers FL 33912		INSURER(S) AFFORDING COVERAGE INSURER A: Mt. Hawley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37974	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:** 1

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GGL0037434	03/22/2024	03/22/2025	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
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brian Thompson</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2024

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

Work Comp Associates, Inc.
2560 RCA Blvd
Suite 107
Palm Beach Gardens, FL 33410-3336

CONTACT NAME: Michael D Holleman
PHONE (A/C, No, Ext): (561) 500-3592 FAX (A/C, No): (561) 500-2329
E-MAIL ADDRESS: Mail@WorkCompAssociates.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Florida Citrus, Business & Ind.	15764
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Seabreeze Nurseries, Inc.
16190 Lee Road
Suite 210
Fort Myers, FL 33912-2550

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input type="checkbox"/> N	n/a	N	10666337	1/1/2024	1/1/2025 X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Item 3. A.: Workers Compensation Insurance applies to the Workers Compensation Law of the states listed here: Florida

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

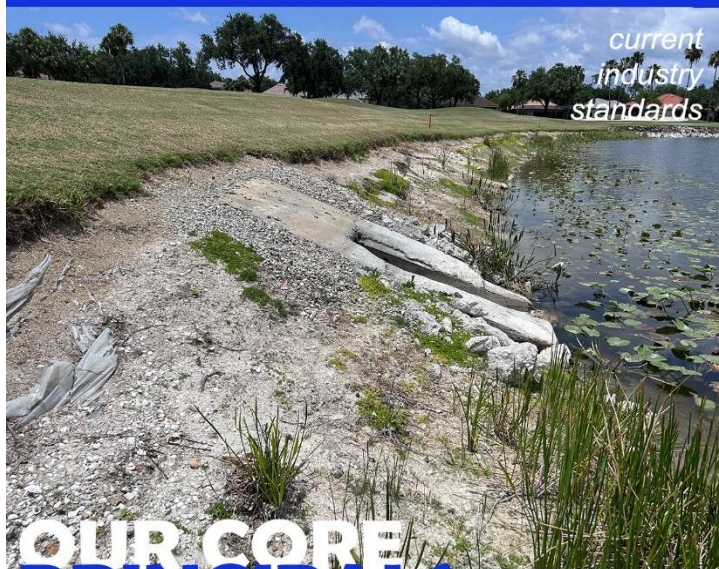
Seabreeze Lake Maintenance

Healthier lakes. Stronger shorelines.

Commercial Applicator License #CM28291
State-Licensed Specialty Contractor #SCC131152136



Seabreeze



current
industry
standards



OUR CORE PRINCIPALS:

Healthier lakes

- More beneficial littoral plants
- Responsible use of chemicals
- Mechanical harvesting
- Hand-pulling when necessary
- Surgical-precision when targeting exotics

Stronger shorelines

- Patented stabilization systems
- Engineer-backed solutions
- Long-term case studies
- No poly-woven bags or tubes



Seabreeze



*Call, text, or email us today
for a quote on your lakes,
shorelines, and preserves*

239-470-5550

reception.seabreeze@gmail.com

Scan the QR code to
visit us on the web:



Preferred Native Littoral Species- Below is a list of species that we prefer to use on our projects. Our nursery division grows many of them. **NOTE:** All species are subject to seasonal availability but we try to offer choices to our clients when possible.



Grasses (*Spartina* sp.) - Transitional Zone

We offer Sand Cordgrass, Saltmeadow Cordgrass, and Muhly Grass, depending on the specific lake requirements (control elevation, water quality, salinity, etc). Grasses grow at the top of the lake bank and prefer no more than 1-2 months of flooding. They grow up to 2 feet or 4 feet tall as they mature. Their root systems are known for effective erosion control and they can either be trimmed or left alone to grow "all natural".



Golden Canna Lily (*Canna flacida*) - Shallow Zone

Canna are known for their bright yellow 3" blooms. Many varieties are planted in landscapes and feature red and orange flowers. Our native Canna has a white flower and broad green leaves. These grow to about 3 feet tall and form dense colonies. The bloom turns into a brown seed pod that drops black seeds. These can handle 2-6 months of flooding and seem well-adapted to our dry conditions from January to May when we receive very little rain. Ducks and other birds like to nest in them too!



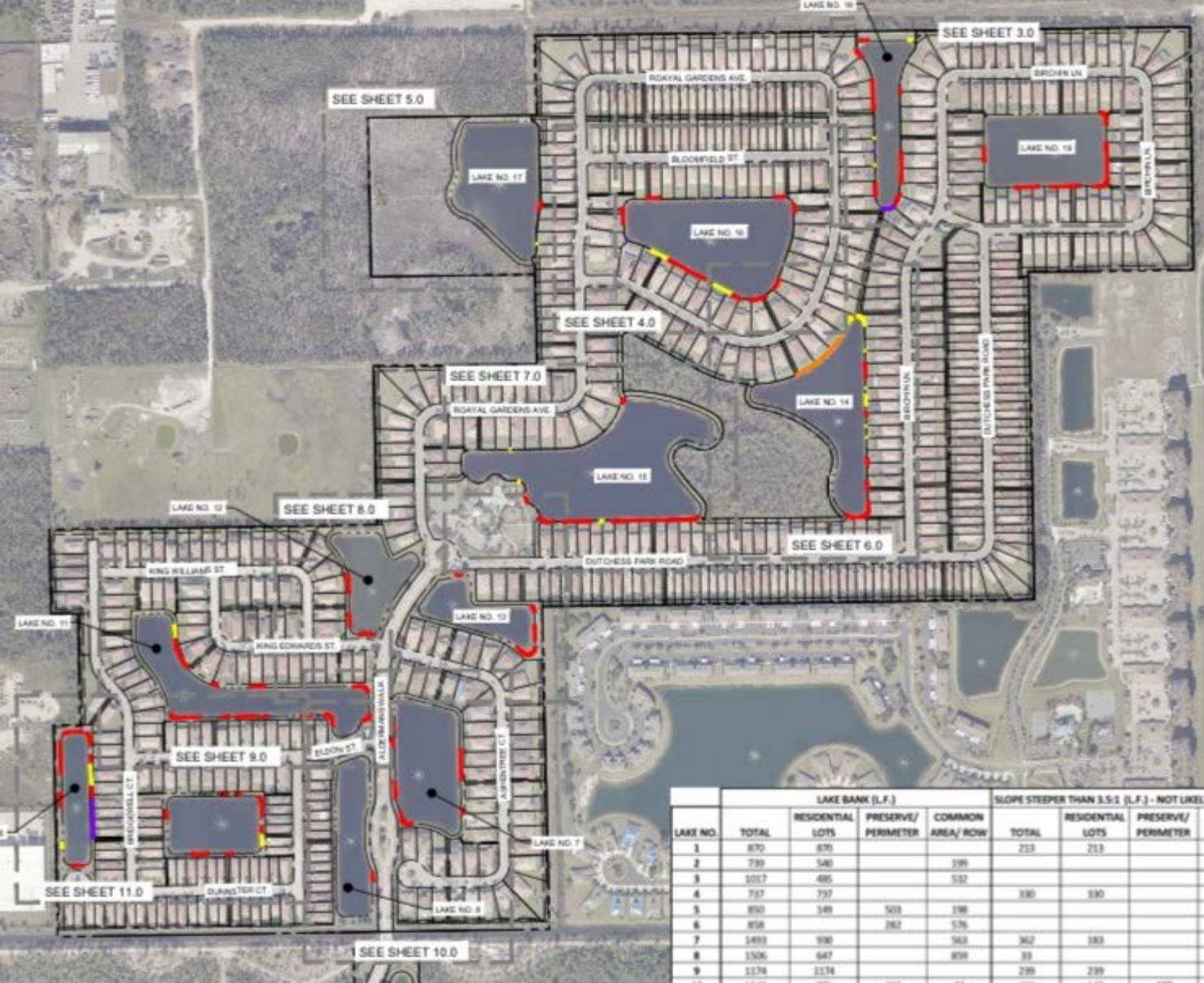
Bulltongue Arrowhead (*Sagittaria lancifolia*) - Shallow Zone

Bulltongue is another broad-leafed plant that only grows to about 2-3 feet tall. It has a nice white bloom that gets to about 1.5" in diameter. This species is very resilient and grows in the toughest conditions. It also forms dense colonies once established. It prefers about 2-4 months underwater but shows very good drought-tolerance in dry season as well. Fish and wildlife nest amongst the leaves and very few pests and fungus species attack it.



Pickerelweed (*Pontederia cordata*) - Mid Zone

For the lower section of your lake bank Pickerelweed is a good option because it prefers to be flooded 3-6 months a year. It forms thick colonies and develops a showy purple bloom. The blooms often attract native butterflies. This variety often grows alongside Spikerush but is much more attractive than Spikerush. Natives growing at the bottom of your shoreline also help break up wave action that can beat up and erode your shoreline.



LAKE NO.	TOTAL	LAKE BANK (L.F.)			SLOPE STEEPER THAN 3:5:1 (L.F.) - NOT LIKELY		
		RESIDENTIAL LOTS	PRESERVE/ PERIMETER	COMMON AREA/ ROW	TOTAL	RESIDENTIAL LOTS	PRESERVE/ PERIMETER
1	870	870			213	213	
2	739	540		199			
3	1017	405		512			
4	737	737			330	330	
5	890	349	503	398			
6	858		262	536			
7	1493	930		563	362	183	
8	1506	647		859	33		
9	1174	1174			239	239	

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4C

April 17, 2025

Waterford Landing Community Development District
Re: Professional Services to Support Remediation of Phase 2

Barraco and Associates, Inc. (BAI) (District Engineer) is pleased to provide this Addendum proposal for professional services to the Waterford Landing Community Development District (CDD) (District) for your consideration related to the anticipated lake bank remediation defined herein as Phase 2 to be performed by Seabreeze Erosions Solutions, Inc. (Contractor). There are two options for Phase 2 limits currently considered:

- Option 1 – Lakes 4, 11, 18 and 19 – approximately 6,505 linear feet of shoreline
- Option 2 – all remaining lakes (excludes Lakes 5, 10 and 16 completed in Phase 1) – approximately 23,513 linear feet of shoreline

All Phase 2 costs associated with the services provided herein are estimates and consider the work to be completed within a single dry season. All work considered under this proposal shall be billed time and material at per diem rate according to the most current rate table, attached herein. The addendum total shall not be exceeded without additional authorization.

Task I. Construction Services

- | | |
|--|---|
| A. <u>Meetings and Coordination</u> : Meetings and project coordination, as requested and/or necessary, with various parties, including but not limited to: the District, the Contractor, the South Florida Water Management District (SFWMD) and the City of Fort Myers (CFM). This task also includes the following: | Option 1:
\$6,500
Option 2:
\$12,500
Time and
Material |
| <ul style="list-style-type: none">• attendance at pre-construction meeting(s), as needed, prior to commencement of work;• coordination with Contractor and District staff regarding final determination of onsite staging areas, as well as catch basin locations for capturing upstream surface water runoff from private lots;• coordination with the Contractor and/or Management on status updates, including preparing and sending weekly updates to staff throughout the construction and certification process. | |
| B. <u>Construction Staking</u> : Provide construction stakeout as requested by the Contractor, which may include lake control elevation, drainage and lake maintenance easements, limits of District owned property, and existing irrigation (to the extent irrigation information is provided by District). | Option 1:
\$4,800
Option 2:
\$19,200
Time and
Material |

Waterford Landing Community Development District
Re: Professional Services to Support Remediation of Phase 2
April 17, 2025

- C. Construction Observation: Provide construction observation as required for Engineer's final certification to the District. Task includes review of Contractor Pay Applications and recommendation for payment. Estimate hours per week vary based on the level of construction activity, 8 – 16 hours/week, as well as project management and office personnel supporting the work.

Option 1:
\$14,400
Option 2:
\$36,000
Time and
Material

ADDENDUM TOTAL:

Option 1:
\$25,700
Option 2:
\$67,700
Time and
Material

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4DI

Waterford Landing CDD

Indicative Pricing Option(s) for Potential \$2,200,000.00 Bank Loan to Finance

Complete Lake Bank Restoration Project

SYNOVUS BANK

Principal Amount: \$2,200,000

Fees:

- \$10,000 upfront bank fee
- \$10,000 attorney's fees serving as bank counsel (\$20,000 if serving as Note counsel too)
- No additional fees during life of loan
- Fees may be funded from proceeds

3-year option:

- 4.03% TE BQ fixed; semi-annual interest annual principal. Total annual payment \$793,218
- No prepayment penalty
- Total interest paid over life of loan: \$179,654

5-year option:

- 4.13% TE BQ fixed; semi-annual interest, annual principal. Total annual payment \$495,897
- No prepayment penalty
- Total interest paid over life of loan: \$279,486

Please let me know if you have any questions or if you need additional information. These rates are indicative only and will fluctuate until such time we obtain credit approval and issue a formal term sheet. At that point, rates can be locked in for up to 30 days until closing.

Michelle Knowles

Director, Government Solutions

SYNOVUS[®]
get there

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4DII

Confidential

Waterford Landing Community Development District | April 2025

WATERFORD
Community Development District

Purpose

Inspire and build better lives and communities

Mission

Clients

Provide distinctive, secure and successful client experiences through touch and technology.

Teammates

Create an inclusive and energizing environment that empowers teammates to learn, grow and have meaningful careers.

Stakeholders

Optimize long-term value for stakeholders through safe, sound and ethical practices.

Values



Trustworthy

We serve with integrity.



Caring

Everyone and every moment matters.



One Team

Together, we can accomplish anything.



Success

When our clients win, we all win.

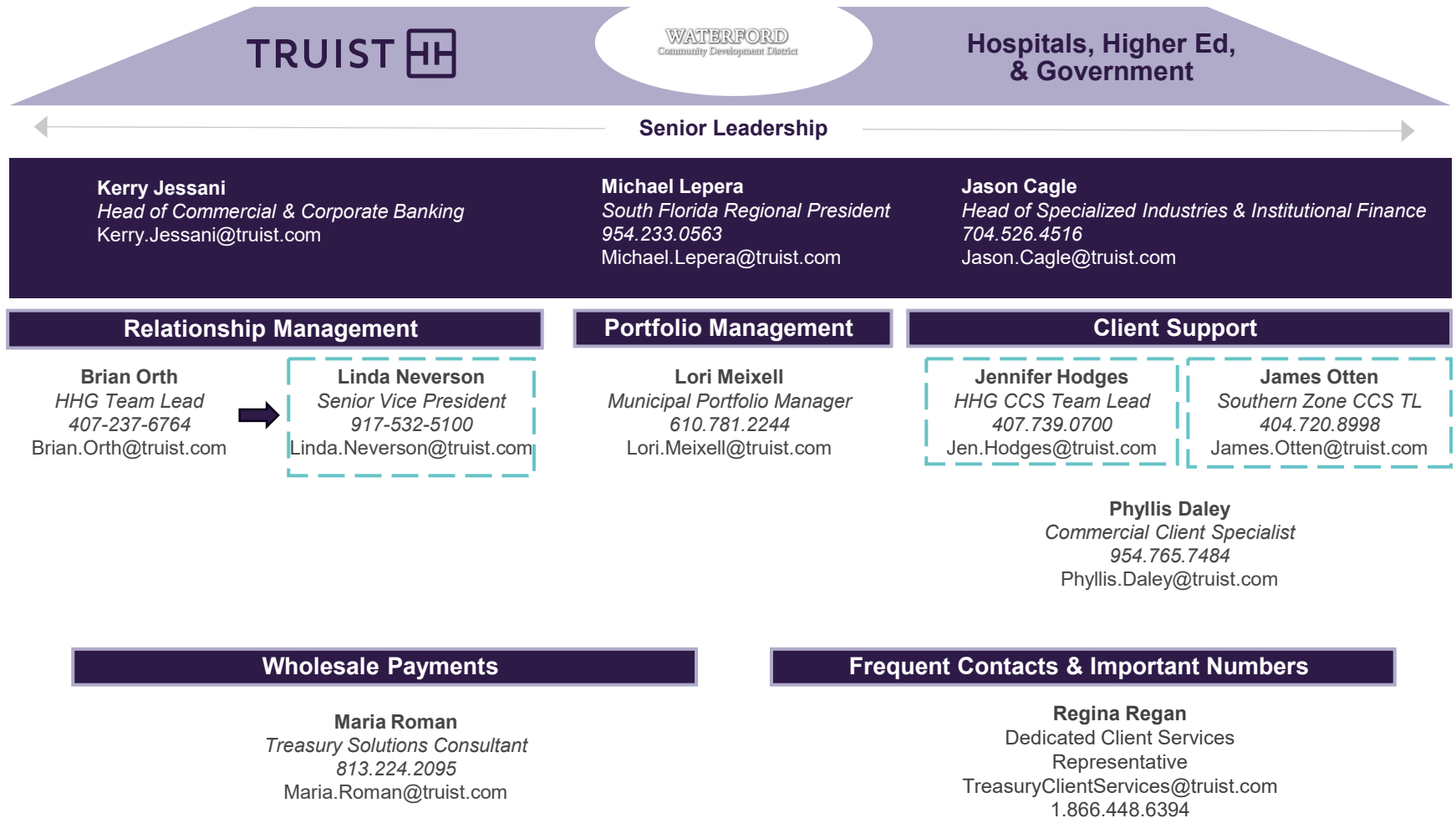


Happiness

Positive energy changes lives.

Truist Coverage Team

Truist Bank ("Truist") has dedicated a team of senior, experienced professionals that bring to bear the full resources of the bank in support of clients in the Hospital, Higher Education, and Government (HHG) sectors.



Debt Service Structures (\$2.2MM) – 3 Year Maturity

Waterford Landing Community Development District Waterford Community Developemt

Dated Date	07/09/2025
Delivery Date	07/09/2025
Last Maturity	05/01/2028

Average Coupon	3.930000%
----------------	-----------

Par Amount	2,200,000.00
Total Interest	164,338.35
Net Interest	164,338.35
Total Debt Service	2,364,338.35
Maximum Annual Debt Service	841,068.98
Average Annual Debt Service	841,068.98

Waterford Landing Community Development District Waterford Community Developemt

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2026	612,071.73	3.930%	70,128.67	682,200.40	682,200.40
11/01/2026			31,202.79	31,202.79	
05/01/2027	778,663.40	3.930%	31,202.79	809,866.19	841,068.98
11/01/2027			15,902.05	15,902.05	
05/01/2028	809,264.87	3.930%	15,902.05	825,166.92	841,068.97
	2,200,000.00		164,338.35	2,364,338.35	2,364,338.35

Debt Service Structures (\$2.2MM) – 5 Year Maturity

Waterford Landing Community Development District Waterford Community Developemt

Dated Date	07/09/2025
Delivery Date	07/09/2025
Last Maturity	05/01/2030

Average Coupon	4.090000%
----------------	-----------

Par Amount	2,200,000.00
------------	--------------

Total Interest	266,678.86
Net Interest	266,678.86
Total Debt Service	2,466,678.86
Maximum Annual Debt Service	512,704.62
Average Annual Debt Service	512,704.61

Waterford Landing Community Development District Waterford Community Developemt

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2026	342,876.63	4.090%	72,983.78	415,860.41	415,860.41
11/01/2026			37,978.17	37,978.17	
05/01/2027	436,748.27	4.090%	37,978.17	474,726.44	512,704.61
11/01/2027			29,046.67	29,046.67	
05/01/2028	454,611.27	4.090%	29,046.67	483,657.94	512,704.61
11/01/2028			19,749.87	19,749.87	
05/01/2029	473,204.88	4.090%	19,749.87	492,954.75	512,704.62
11/01/2029			10,072.83	10,072.83	
05/01/2030	492,558.95	4.090%	10,072.83	502,631.78	512,704.61
	2,200,000.00		266,678.86	2,466,678.86	2,466,678.86

Important Disclosures

All materials, including proposed terms and conditions, are indicative and for discussion purposes only and the information contained herein does not represent a promise, contract, agreement, undertaking, or commitment to lend money, to grant, extend, or renew credit, to make any financial accommodation, to delay or forbear any repayment thereof or to modify any provisions related to any such agreement. Finalized terms and conditions are subject to further discussion and negotiation and will be evidenced by a formal written agreement. Except as required by applicable law, we make no representation or warranty, express or implied, to you or to any person as to the content of the information contained herein. Opinions expressed herein are current opinions only as of the date indicated. Any historical price(s) or value(s) are also only as of the date indicated. We are under no obligation to update opinions or other information.

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Debt and equity underwriting, trading, research and sales, loan syndications, municipal securities trading and sales, and mergers and acquisitions advisory services are offered by Truist Securities, Inc.

Borrower may elect to enter into an interest rate swap to convert the variable rate to a fixed rate. The counterparty to such swap may be Truist Bank or, at Borrower's discretion, such other counterparty acceptable to Truist Bank. The fixed rate available through the swap is a market-derived rate and changes with market conditions until it is locked-in. Nothing herein constitutes an offer or recommendation to enter into any "swap" or trading strategy involving a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act. Any such offer or recommendation, if any, will only occur after we have received appropriate documentation from you regarding whether you are qualified to enter into a swap under applicable law.

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WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4E

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2025/2026; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Waterford Landing Community Development District ("**District**") prior to June 15, 2025 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Proposed Budget**"); and

WHEREAS, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 28, 2025

HOUR: 11:00 a.m.

LOCATION: Lindsford Amenity Center
4101 Dutchess Park Road
Fort Myers, Florida 33916

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to City of Fort Myers at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON APRIL 24, 2025.

Attest:

**Waterford Landing Community
Development District**

Print Name: _____
☐ Secretary/☐ Assistant Secretary

Print Name: _____
☐ Chair/☐ Vice Chair of the Board of Supervisors

Exhibit A: Proposed Budget for Fiscal Year 2025/2026

Exhibit A: Proposed Budget for Fiscal Year 2025/2026

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

Description	Page Number(s)
General Fund Budget	1
Definitions of General Fund Expenditures	2
Debt Service Fund Budget - Series 2014 Bonds	3
Debt Service Fund Budget - Series 2024 Bonds	4
Debt Service Fund - Amortization Schedule - Series 2024 Bonds	5
Projected Assessments	6

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ 468,714				\$ 564,961
Allowable discount (4%)	(18,749)				(22,598)
Assessment levy - net	449,965	\$ 435,299	\$ 14,666	\$ 449,965	542,363
Interest and miscellaneous		1,559	-	1,559	-
Total Revenues	449,965	436,858	14,666	451,524	542,363
EXPENDITURES					
Professional & administrative					
Supervisors	4,306	4,091	3,230	7,321	4,306
Management & accounting	50,429	21,012	29,417	50,429	51,438
Audit	6,800	6,800	-	6,800	6,800
Dissemination agent	1,000	417	583	1,000	1,000
Arbitrage rebate calculation	750	-	750	750	750
Trustee	4,760	4,760	-	4,760	4,760
Legal	10,000	6,651	3,349	10,000	10,000
Engineering	27,000	14,219	23,000	37,219	37,500
Lift station water meter	-	41	-	41	-
Lake bank restoration	380,000	44,055	308,385	352,440	860,700
Postage	750	93	657	750	750
Insurance	8,000	7,483	-	7,483	7,857
Printing & reproduction	500	208	292	500	500
Legal advertising	1,500	648	852	1,500	1,500
Other current charges	500	-	500	500	500
Annual district filing fee	175	175	-	175	175
Telephone	200	83	117	200	200
Website hosting	705	705	-	705	705
Website ADA	210	-	210	210	210
Total professional & administrative	497,585	111,441	371,342	482,783	989,651
Other fees and charges					
Property appraiser	1,430	953	-	953	1,627
Tax collector	953	1,754	-	1,754	1,085
Transfer in	-	(2,425)	-	(2,425)	-
Total other fees & charges	2,383	282	-	282	2,712
Total expenditures	499,968	111,723	371,342	483,065	992,363
Net increase/(decrease) of fund balance	(50,003)	325,135	(356,676)	(31,541)	(450,000)
Fund balance - beginning (unaudited)	470,293	821,098	1,146,233	821,098	789,557
Fund balance - ending					
Assigned: public facilities report	5,000	5,000	5,000	5,000	5,000
Assigned: 3 months working capital	130,992	130,992	116,236	116,236	253,983
Unassigned	284,298	1,010,241	668,321	668,321	80,574
Fund balance - ending (projected)	\$ 420,290	\$ 1,146,233	\$ 789,557	\$ 789,557	\$ 339,557

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Supervisors	\$ 4,306
Statutorily set at \$200 (plus applicable taxes) for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. Currently the District anticipates four meetings for the fiscal year.	
Management & accounting	51,438
Wrathell, Hunt and Associates, LLC , specializes in managing community development districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, oversee the issuance of tax exempt bonds, and operate and maintain the assets of the community.	
Audit	6,800
The District is required to complete annual, independent examinations of its accounting records and procedures. This audit is conducted pursuant to Florida Law and the Rules of the Auditor General.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.	
Arbitrage	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate arbitrage rebate liability.	
Trustee	4,760
Annual fees paid for services provided as trustee, paying agent and registrar.	
Legal	10,000
Fees for on-going general counsel and legal representation on behalf of the District. The firm of Straley Robin Vericker serves as the District's general counsel.	
Engineering	37,500
Barraco and Associates, Inc., provides an array of engineering and consulting services to the District, in addition to offering advice on bids for yearly contracts, operating policy and compliance with regulatory permits.	
Lake bank restoration	860,700
Lake bank restoration to eroded CDD lake banks	
Postage	750
Insurance	7,857
The District carries Public Officials and General Liability Insurance with policies. The limit of liability is set at \$2,000,000.	
Printing & reproduction	500
Envelopes, copies, automated AP routing, etc.	
Legal advertising	1,500
The District advertises in The Fort Meyers News Press for monthly meetings, special meetings, public hearings, bidding, etc. This estimate is based on prior fiscal year's advertising expense.	
Other current charges	500
Annual district filing fee	175
Annual fee paid to the Department of Economic Opportunity.	
Telephone	200
Website hosting	705
Website ADA	210
Other fees & charges	
Tax collector	1,085
Fees are \$1.00 per parcel on which the assessment is levied.	
Property appraiser	1,627
Fees are \$1.50 per parcel on which the assessment is levied.	
Total expenditures	\$ 992,363

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2014
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ 755,624				\$ -
Allowable discounts (4%)	(30,225)				-
Assessment levy: on-roll - net	725,399	\$ 104,768	\$ -	\$ 104,768	-
Interest and miscellaneous	-	10,572	3	10,575	-
Total revenues	725,399	115,340	3	115,343	-
EXPENDITURES					
Principal	240,000	-	-	-	-
Interest	487,550	243,775	-	243,775	-
Trustee fees	-	1,000	-	1,000	-
Total expenditures	727,550	244,775	-	244,775	-
Excess/(deficiency) of revenues over/(under) expenditures	(2,151)	(129,435)	3	(129,432)	-
OTHER FINANCING SOURCES/(USES)					
Transfers out	-	(581,690)	-	(581,690)	-
Total other financing sources	-	(581,690)	-	(581,690)	-
Net change in fund balances	(2,151)	(711,125)	3	(711,122)	-
Fund balance:					
Beginning fund balance (unaudited)	688,157	711,122	(3)	711,122	-
Ending fund balance (projected)	\$686,006	\$ (3)	\$ -	\$ -	-
Use of fund balance					
Debt service reserve account balance (required)					-
Interest expense - November 1, 2026					-
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ -

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 658,942
Allowable discounts (4%)	-				(26,358)
Assessment levy: on-roll - net	-	\$ 594,161	\$ 26,470	\$ 620,631	632,584
Interest and miscellaneous	-	10	-	10	-
Total revenues	-	594,171	26,470	620,641	632,584
EXPENDITURES					
Principal	-	-	235,000	235,000	280,000
Interest	-	-	137,477	137,477	356,313
Cost of issuance	-	261,770	-	261,770	-
Total expenditures	-	261,770	372,477	634,247	636,313
Excess/(deficiency) of revenues over/(under) expenditures	-	332,401	(346,007)	(13,606)	(3,729)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	263,841	-	263,841	-
Total other financing sources	-	263,841	-	263,841	-
Net change in fund balances	-	596,242	(346,007)	250,235	(3,729)
Fund balance:					
Beginning fund balance (unaudited)	-	-	596,242	-	250,235
Ending fund balance (projected)	\$ -	\$ 596,242	\$ 250,235	\$ 250,235	246,506
Use of fund balance					
Debt service reserve account balance (required)					-
Interest expense - November 1, 2026					(172,025)
Projected fund balance surplus/(deficit) as of September 30, 2026					\$ 74,481

WATERFORD LANDING
Community Development District
Series 2024
\$8,370,000

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Principal
12/16/2024					8,370,000.00
05/01/2025	235,000.00	4.38%	137,477.25	372,477.25	8,135,000.00
11/01/2025			178,156.50	178,156.50	8,135,000.00
05/01/2026	280,000.00	4.38%	178,156.50	458,156.50	7,855,000.00
11/01/2026			172,024.50	172,024.50	7,855,000.00
05/01/2027	295,000.00	4.38%	172,024.50	467,024.50	7,560,000.00
11/01/2027			165,564.00	165,564.00	7,560,000.00
05/01/2028	305,000.00	4.38%	165,564.00	470,564.00	7,255,000.00
11/01/2028			158,884.50	158,884.50	7,255,000.00
05/01/2029	320,000.00	4.38%	158,884.50	478,884.50	6,935,000.00
11/01/2029			151,876.50	151,876.50	6,935,000.00
05/01/2030	335,000.00	4.38%	151,876.50	486,876.50	6,600,000.00
11/01/2030			144,540.00	144,540.00	6,600,000.00
05/01/2031	350,000.00	4.38%	144,540.00	494,540.00	6,250,000.00
11/01/2031			136,875.00	136,875.00	6,250,000.00
05/01/2032	365,000.00	4.38%	136,875.00	501,875.00	5,885,000.00
11/01/2032			128,881.50	128,881.50	5,885,000.00
05/01/2033	380,000.00	4.38%	128,881.50	508,881.50	5,505,000.00
11/01/2033			120,559.50	120,559.50	5,505,000.00
05/01/2034	400,000.00	4.38%	120,559.50	520,559.50	5,105,000.00
11/01/2034			111,799.50	111,799.50	5,105,000.00
05/01/2035	415,000.00	4.38%	111,799.50	526,799.50	4,690,000.00
11/01/2035			102,711.00	102,711.00	4,690,000.00
05/01/2036	435,000.00	4.38%	102,711.00	537,711.00	4,255,000.00
11/01/2036			93,184.50	93,184.50	4,255,000.00
05/01/2037	455,000.00	4.38%	93,184.50	548,184.50	3,800,000.00
11/01/2037			83,220.00	83,220.00	3,800,000.00
05/01/2038	475,000.00	4.38%	83,220.00	558,220.00	3,325,000.00
11/01/2038			72,817.50	72,817.50	3,325,000.00
05/01/2039	495,000.00	4.38%	72,817.50	567,817.50	2,830,000.00
11/01/2039			61,977.00	61,977.00	2,830,000.00
05/01/2040	520,000.00	4.38%	61,977.00	581,977.00	2,310,000.00
11/01/2040			50,589.00	50,589.00	2,310,000.00
05/01/2041	540,000.00	4.38%	50,589.00	590,589.00	1,770,000.00
11/01/2041			38,763.00	38,763.00	1,770,000.00
05/01/2042	565,000.00	4.38%	38,763.00	603,763.00	1,205,000.00
11/01/2042			26,389.50	26,389.50	1,205,000.00
05/01/2043	590,000.00	4.38%	26,389.50	616,389.50	615,000.00
11/01/2043			13,468.50	13,468.50	615,000.00
05/01/2044	615,000.00	4.38%	13,468.50	628,468.50	-
Total	8,370,000.00		4,162,040.25	12,532,040.25	

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
PROJECTED ASSESSMENTS
GENERAL FUND AND DEBT SERVICE FUND**

On-Roll Payment*

Number of Units	Unit Type	Projected Fiscal Year 2026			FY 25 Assessment
		GF	DSF	GF & DSF	
160	35' SDA	\$ 592.82	\$ 691.44	\$ 1,284.26	\$ 1,284.72
82	40' SFA	592.82	691.44	1,284.26	1,284.72
345	50' SFD	592.82	691.44	1,284.26	1,284.72
130	60' SFD	592.82	691.44	1,284.26	1,284.72
236	TH	592.82	691.44	1,284.26	1,284.72
953					

*Includes property appraiser, tax collector fees and 4% discount.

WATERFORD LANDING

COMMUNITY DEVELOPMENT DISTRICT

4F

RESOLUTION 2025-06

**A RESOLUTION OF THE WATERFORD LANDING COMMUNITY
DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF
SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2025/2026 AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Waterford Landing Community Development District (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District (“Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, *Florida Statutes*; and

WHEREAS, the Board is statutorily required to file annually, with the local governing authority and the Florida Department of Economic Opportunity, a schedule of its regular meetings.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE WATERFORD LANDING COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. ADOPTING REGULAR MEETING SCHEDULE. Regular meetings of the District’s Board shall be held during Fiscal Year 2025/2026 as provided on the schedule attached hereto as **Exhibit A**.

SECTION 2. FILING REQUIREMENT. In accordance with Section 189.015(1), *Florida Statutes*, the District’s Secretary is hereby directed to file a schedule of the District’s regular meetings annually with Lee County and the Florida Department of Economic Opportunity.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 24th day of April, 2025.

Attest:

**WATERFORD LANDING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
November __, 2025*	Regular Meeting	11:00 AM
January 22, 2026	Regular Meeting	11:00 AM
April 23, 2026	Regular Meeting	11:00 AM
August 27, 2026	Public Hearing & Regular Meeting	11:00 AM

Exception(s)

**The November meeting is on the Thanksgiving Day holiday.*

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund 2014	Debt Service Fund 2024	Total Governmental Funds
ASSETS				
Cash	\$824,822	\$ -	\$ -	\$ 824,822
Investments				
Revenue 2024	-	-	594,612	594,612
COI 2024	-	-	2,086	2,086
Due from general fund	-	-	3,925	3,925
Total assets	<u>\$824,822</u>	<u>\$ -</u>	<u>\$600,623</u>	<u>\$ 1,425,445</u>
LIABILITIES AND FUND BALANCES				
Liabilities				
Accounts payable	\$ 4,344	\$ -	\$ -	\$ 4,344
Developer advance	2,500	-	-	2,500
Due to debt service 2024	3,925	-	-	3,925
Due to Developer	7,597	-	-	7,597
Total liabilities	<u>18,366</u>	<u>-</u>	<u>-</u>	<u>18,366</u>
Fund balances				
Restricted for:				
Debt service	-	-	600,623	600,623
Assigned:				
Public facilities report	5,000	-	-	5,000
3 Months working capital	130,992	-	-	130,992
Unassigned	670,464	-	-	670,464
Total fund balances	<u>806,456</u>	<u>-</u>	<u>600,623</u>	<u>1,407,079</u>
Total liabilities and fund balances	<u>\$ 824,822</u>	<u>\$ -</u>	<u>\$ 600,623</u>	<u>\$ 1,425,445</u>

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 2,435	\$ 437,734	\$ 449,965	97%
Transfer In	-	2,425	-	N/A
Interest and miscellaneous	354	1,915	-	N/A
Total revenues	<u>2,789</u>	<u>442,074</u>	<u>449,965</u>	98%
EXPENDITURES				
Professional				
Supervisor's fees	-	4,091	4,306	95%
Management	4,202	25,215	50,429	50%
Audit fees	-	6,800	6,800	100%
Dissemination agent fees	83	500	1,000	50%
Trustee fees	-	4,760	4,760	100%
Arbitrage rebate calculation	-	-	750	0%
Legal	-	6,651	10,000	67%
Telephone	17	100	200	50%
Engineering	-	14,219	27,000	53%
Lift station water meter	-	41	-	0%
Lake bank restoration	-	44,055	380,000	12%
Postage	-	93	750	12%
Insurance	-	7,483	8,000	94%
Printing and reproduction	42	250	500	50%
Legal advertising	-	648	1,500	43%
Other current charges	-	-	500	0%
Annual district filing fee	-	175	175	100%
Website hosting	-	705	705	100%
ADA website compliance	-	-	210	0%
Total professional	<u>4,344</u>	<u>115,786</u>	<u>497,585</u>	23%
Other fees & charges				
Property appraiser	-	953	1,430	67%
Tax collector	-	1,754	953	184%
Total other fees & charges	<u>-</u>	<u>2,707</u>	<u>2,383</u>	114%
Total expenditures	<u>4,344</u>	<u>118,493</u>	<u>499,968</u>	24%
Excess/(deficiency) of revenues over/(under) expenditures	(1,555)	323,581	(50,003)	
Fund balances - beginning	808,011	482,875	470,293	
Assigned:				
Public facilities report	5,000	5,000	5,000	
3 Months working capital	130,992	130,992	130,992	
Unassigned	670,464	670,464	284,298	
Fund balances - ending	<u>\$ 806,456</u>	<u>\$ 806,456</u>	<u>\$ 420,290</u>	

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2014
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Special assessment - on roll	\$ -	\$ 104,767	\$ 725,399	14%
Interest	-	10,576	-	N/A
Total revenues	-	115,343	725,399	16%
EXPENDITURES				
Debt service				
Principal	-	-	240,000	0%
Interest	-	243,775	487,550	50%
Total debt service	-	243,775	727,550	34%
Other fees & charges				
Trustee fee	-	1,000	-	N/A
Total other fees and charges	-	1,000	-	N/A
Total expenditures	-	244,775	727,550	34%
Excess/(deficiency) of revenues over/(under) expenditures	-	(129,432)	(2,151)	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(581,690)	-	N/A
Total other financing sources	-	(581,690)	-	N/A
Net change in fund balances	-	(711,122)	(2,151)	
Fund balances - beginning	-	711,122	688,157	
Fund balances - ending	\$ -	\$ -	\$ 686,006	

**WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2024
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy	3,925	598,086
Interest	458	466
Total revenues	<u>4,383</u>	<u>598,552</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	261,770
Total debt service	<u>-</u>	<u>261,770</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,383	336,782
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	8,370,000
Transfers in	-	579,265
Pmt to escrow agent	-	(8,685,424)
Total other financing sources	<u>-</u>	<u>263,841</u>
Net change in fund balances	4,383	600,623
Fund balances - beginning	596,240	-
Fund balances - ending	<u>\$ 600,623</u>	<u>\$ 600,623</u>

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Waterford Landing Community Development District held a Special Meeting on March 26, 2025 at 1:00 p.m., at the Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916.

Present:

Charles Cox	Chair
Bill Smith	Assistant Secretary
Ronald J. Bozinovich	Assistant Secretary
Edward Fitzgerald III	Assistant Secretary

Also present:

Daniel Rom	District Manager
Whitney Sousa (via telephone)	District Counsel
Frank Savage (via telephone)	District Engineer
Carl Barraco (via telephone)	Barraco & Associates
Nicole Baker (via telephone)	Seabreeze Erosion Solutions
Kathy Oie	Resident
C. Whidden	Resident
Dan Kabyllinski	Resident
Robert McHenry	Resident
Robert Perry	Resident
Steven Matthes	Resident
David Femesh	Resident
Will Bramlett	Resident
Howard Cohen	Resident

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 1:04 p.m.

Supervisors Cox, Fitzgerald, Bozinovich and Smith were present. Supervisor Strang was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS**Consideration of Lake Littorals**

Mr. Rom presented an email thread between Management and Ms. Nicole Baker, of Seabreeze Restoration Solutions, who is the vendor that was previously approved for the lake bank erosion restoration for the majority of the lakes. He recapped that the email contains Ms. Baker's initial response to the recommendation, along with attached photographs and details of the project. Ms. Baker was invited to the meeting to address the CDD's littoral options, especially since Lake 5 is completed but the littorals are pending.

Ms. Baker distributed renderings of two options and voiced her recommendation to install grass and four rows of littorals, which will appear as five because the top two rows are staggered. The top two rows need to be grass, the middle two rows will be canna lilies and the bottom row can either be bulltongue or pickerelweed; either one will do well in that zone. Essentially, if the Board is open to the canna lilies, all it has to decide is if the preference is saltmeadow cordgrass or sand cordgrass in the top row or one of each and then either bulltongue or pickerelweed in the bottom row.

Ms. Baker responded to questions regarding the plant installation schedule, whether the grasses will appear individually or clumped, filtering capacity, how tall the littorals will grow, the allergenic properties of the cordgrasses, the zones for the water levels and watering frequency.

Per Mr. Rom, Ms. Baker listed the following littorals that will be installed:

1. Saltmeadow cordgrass (top row)
2. Sand cordgrass (top row)
3. Golden canna lilies (yellow flowers)
4. Bulltongue or pickerelweed (bottom row); the Board preferred pickerelweed.

FOURTH ORDER OF BUSINESS**Update: Lake Bank Remediation Project**

Mr. Rom presented the first Weekly Update Memorandum from Barraco & Associates for the Linsford Lake Bank Remediation Project, including several photographs of the ongoing work.

Mr. Savage stated the updates are intended to be provided weekly and they seem to be working well, Staff would like to continue the process. The next update will be submitted in two days. The reports are forwarded to Management and Management circulates them.

Mr. Rom noted the following:

- Lake 5 is complete, with the exception of the littorals.

- 77 ➤ Crews have moved on to Lake 10, which is still being graded.
- 78 ➤ Currently, there are no resident complaints; although, easements affect three properties.
- 79 ➤ This is not a beautification project, is a necessity.

80 Mr. Rom and Ms. Baker responded to questions regarding Lake 10 drainage issues, at
81 what point crews will repair the sod damage and the next phase of the project.

82 Asked for an update on the overall cost of the project, Mr. Savage stated he reviewed all
83 the invoices and, altogether, they total approximately \$6,000; thus far, the project is well under
84 the anticipated budget amount. Asked how many on-site hours that represents, Mr. Savage
85 stated Barraco's Inspectors bill \$120 per hour; further details are provided in the addendum that
86 includes the rate schedule. Asked if all the hours worked will be reflected on the invoices, Mr.
87 Barraco stated the majority of the Inspector's time will be on site and all the time will be outlined
88 on each invoice.

89 Discussion ensued regarding how bad the focal erosion was on the east bank of Lake
90 Cannon, the satisfactory job that crews are doing, the goodwill of the homeowners and where to
91 place the porty-potty.

92 Referencing a March 17, 2025 email from Barraco & Associates, Mr. Rom stated this is a
93 good opportunity to review impending expenditures related to the lake bank remediation
94 project, given that the April meeting will focus on presentation and approval of the Fiscal Year
95 2026 budget, which runs October 1, 2025 through September 30, 2026. He discussed identifying
96 the worst erosion cases of the 19 lakes, and stated that Lakes 4, 19, 18 and 11 all have at least
97 30% or more feet of linear erosion, which could be the next logical step of Phase 2 pertaining to
98 dollars.

99 In response to a question, Mr. Barraco stated an estimate of the unit pricing for Lakes 4,
100 19, 18 and 11 is \$89 per linear foot, which is the accrued amount for the existing contract with
101 Seabreeze. Mr. Savage recalled that, regarding the initial phase, the Board discussed whether to
102 restore the entire bank or just the damaged areas and the decision was made to restore the
103 entire bank, which is sensible, understanding the appearance, esthetics and functionality of the
104 lakes. Staff is assuming that, going forward, the Board's direction will be the same for the second
105 phase of the project. Mr. Cox asked if all 16 lakes can be completed in one season. Ms. Baker
106 replied affirmatively.

107 Discussion ensued regarding how the total project costs of \$2.1 million was calculated,
108 the total length of the lake banks, prioritizing the lakes with the most erosion, financing options,

a bond refinance, levying a \$216 assessment increase, the current interest rates and what it would cost for Seabreeze to install littorals in the remaining lakes.

Ms. Baker will prepare and present a proposal for littoral installation in the Phase 2 lakes by the next meeting. Mr. Rom will look into obtaining a Synovus Bank loan to fund the remaining 16 lakes.

Regarding a previous question about how allergenic the grasses are, Ms. Baker stated she checked with a horticulturist and, in his professional opinion, the spartina and sandcord grass are not known allergy pollen producers; he has seen them on species list for allergies previously but even if the pollen is carried by wind, it would not be significant compared to hardwood, palm trees and other pollen producers.

On MOTION by Mr. Bozinovich and seconded by Mr. Smith, with all in favor, the Seabreeze plan to install saltmeadow, sand cordgrass, golden canna lilies and pickerelweed in the lakes, was approved.

FIFTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2025

On MOTION by Mr. Bozinovich and seconded by Mr. Fitzgerald, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

SIXTH ORDER OF BUSINESS

Approval of January 23, 2025 Regular Meeting Minutes

On MOTION by Mr. Cox and seconded by Mr. Bozinovich, with all in favor, the January 23, 2025 Regular Meeting Minutes, as presented, were approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Straley Robin Vericker

B. District Engineer: Barraco and Associates, Inc.

There were no further reports from District Counsel or the District Engineer.

C. District Manager: Wrathell, Hunt and Associates, LLC

- NEXT MEETING DATE: April 24, 2025 at 11:00 AM [Presentation of FY2026 Budget]**

147 ○ **QUORUM CHECK**

148

149 **EIGHTH ORDER OF BUSINESS**

Supervisors' Requests

150

151 A Board Member asked if the CDD should or could do anything about the lake levels. Mr.
152 Cox stated his requests to run the recharge wells 24/7 were denied.

153 Discussion ensued regarding the dry season ground water elevation, the irrigation permit,
154 the South Florida Water Management District (SFWMD), the seals in the fountain pumps, the
155 Master Association, lake aeration, water levels in the lakes in neighboring communities and the
156 irrigation source for the Serena Park Development.

157 Asked for the status of the Interlocal Agreement, Mr. Rom stated he continues to inquire
158 and has yet to receive a response. Mr. Barraco will contact the City and try to obtain an answer.

159

160 **NINTH ORDER OF BUSINESS**

Public Comments

161

162 Resident Robert McHenry asked if all the fountain pumps are submersible and if the Board
163 will consider replacing the pumps in the fountain to eliminate odors.

164 Asked if water pumped into the air will emit a foul odor, Mr. Barraco stated he does not
165 have any expertise in that area.

166 Resident Steven Matthes asked if the remediation will be handled differently in the
167 surrounding areas that border the conservation area and if there are any considerations for
168 wildlife conservation. Mr. Savage stated the plantings will be consistent throughout and all
169 impacted areas are outside the boundaries of the conservation area. Asked if the erosion affected
170 any of the lot sizes, Mr. Cox stated the erosion would not change the boundaries of the property
171 but it will impact it somewhat.

172

173 **TENTH ORDER OF BUSINESS**

Adjournment

174

175 **On MOTION by Mr. Fitzgerald and seconded by Mr. Smith, with all in favor, the**
176 **meeting adjourned at 2:16 p.m.**

177
178
179
180
181

Secretary/Assistant Secretary

Chair/Vice Chair

WATERFORD LANDING
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

WATERFORD LANDING COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION		
<i>Linsford Amenity Center, 4101 Dutchess Park Road, Fort Myers, Florida 33916</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 16, 2024	Special Meeting	11:00 AM
November 14, 2024	Special Meeting	11:00 AM
November 21, 2024* <i>rescheduled to November 14, 2024</i>	Regular Meeting	11:00 AM
December 12, 2024	Special Meeting	11:00 AM
January 23, 2025	Regular Meeting	11:00 AM
March 26, 2025	Special Meeting	1:00 PM
April 24, 2025	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	11:00 AM
August 28, 2025	Public Hearing & Regular Meeting <i>Adoption of FY2026 Budget</i>	11:00 AM

Exception(s)

**November meeting is one (1) week earlier to accommodate Thanksgiving Day holiday.*