



Rizzetta & Company

Portico Community Development District

**Board of Supervisors' Meeting
November 19, 2020**

**District Office:
9530 Marketplace Road, Suite 206
Fort Myers, Florida 33912
(239) 936-0913**

www.porticocdd.org

PORTICO COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors

Russell Smith	Chairman
Barry Ernst	Vice Chairman
Chris Hasty	Assistant Secretary
Scott Edwards	Assistant Secretary
VACANT	Board Supervisor

District Manager

Belinda Blandon	Rizzetta & Company, Inc.
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District Counsel

Tucker Mackie	Hopping Green & Sams, P.A.
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District Engineer

Brent Burford	Johnson Engineering, Inc.
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All cellular phones must be placed on mute while in the meeting room.

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

PORTICO COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9530 MARKETPLACE ROAD, SUITE 206, FORT MYERS, FLORIDA 33912
www.porticocdd.org

November 13, 2020

Board of Supervisors
**Portico Community
Development District**

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Portico Community Development District will be held on **Thursday, November 19, 2020 immediately following the conclusion of the Landowner meeting scheduled to begin at 10:00 a.m.**, at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912. The following is the agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of the Board of Supervisors Meeting held on August 20, 2020 Tab 1
 - B. Consideration of Operations and Maintenance Expenditures for the Months of August, September, and October 2020 Tab 2
- 4. BUSINESS ITEMS**
 - A. Consideration of Resolution 2021-01, Canvassing and Certifying Results of the November 19, 2020 Landowner Election..... Tab 3
 - B. Consideration of Resolution 2021-02, Appointing and Removing Officers of the District Tab 4
 - C. Consideration of Land Transfer Agreement between the District and WCI Communities, LLC Tab 5
 - D. Consideration of Resolution 2021-03, Regarding Conveyance of Certain Property and Authorizing Land Transfer Tab 6
 - E. Review and Acceptance of Public Facilities Report..... Tab 7
 - F. Consideration of Solitude Lake Management Proposal for Lake Management Services Tab 8
 - G. Consideration of First Addendum to District Services Contract Tab 9
 - H. Consideration of Acquisition of Phase 2B Utilities
- 5. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. SUPERVISOR REQUESTS AND COMMENTS**
- 7. ADJOURNMENT**

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

Very truly yours,
Belinda Blandon
Belinda Blandon
District Manager

cc: Tucker Mackie, Hopping Green & Sams, P.A.

Tab 1

MINUTES OF MEETING

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

PORTICO COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Portico Community Development District was held on **Thursday, August 20, 2020 at 10:02 a.m.** by means of Zoom communications media technology pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, 20-150 and 20-179 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020 and July 29, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Russell Smith
Barry Ernst
Scott Edwards

Board Supervisor, Chairman
Board Supervisor, Vice Chairman
Board Supervisor, Assistant Secretary

Also present were:

Belinda Blandon
Tucker Mackie
Brent Burford
Audience

District Manager, Rizzetta & Company, Inc.
District Counsel, Hopping Green & Sams P.A.
District Engineer, Johnson Engineering, Inc.

FIRST ORDER OF BUSINESS

Call to Order

Ms. Blandon called the meeting to order and read the roll call.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon called on each virtual attendee for public comment. There were none.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
May 21, 2020**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on May 21, 2020, and asked if there were any additions, deletions, or corrections to the Minutes. There were none.

On a Motion by Mr. Ernst, seconded by Mr. Smith, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on May 21, 2020, for the Portico Community Development District.

FOURTH ORDER OF BUSINESS

**Consideration of the Operations and
Maintenance Expenditures for the
Months of May, June and July 2020**

Ms. Bandon advised the expenditures for the period of May 1-31, 2020 total \$12,056.74, the expenditures for the period of June 1-30, 2020 total \$14,530.83 and the expenditures for the period of July 1-31, 2020 total \$41,799.50. She asked if there were any questions regarding any item of expenditure. There were none.

On a Motion by Mr. Ernst, seconded by Mr. Smith, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of May 2020 (\$12,056.74), the Month of June 2020 (\$14,530.83) and the Month of July 2020 (\$41,799.50), for the Portico Community Development District.

FIFTH ORDER OF BUSINESS

**Ratification of Acceptance of 2019
Audit**

Ms. Bandon advised that the Chairman previously accepted the audit in order to file in timely fashion. She provided an overview of the audit as prepared by Grau & Associates and asked if there were any questions. There were none.

On a Motion by Mr. Smith, seconded by Mr. Edwards, with all in favor, the Board Ratified the Acceptance of the 2019 Audit as Prepared by Grau & Associates, for the Portico Community Development District.

SIXTH ORDER OF BUSINESS

**Consideration of Passarella &
Associates Renewal Proposal for
Mitigation Observation**

Ms. Bandon provided an overview of the proposal from Passarella & Associates for 2021 mitigation observation and advised that the proposal total is \$3,500.00. She asked if there were any questions.

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Approved the Passarella & Associates Proposal, in the Amount of \$3,500.00, for 2021 Mitigation Observation, for the Portico Community Development District.

SEVENTH ORDER OF BUSINESS**Consideration of Aquagenix Proposal
to Herbicide Treat Lake C-1**

Ms. Bandon provided an overview of the proposal received from Aquagenix for herbicide treatment of lake C-1, in the amount of \$7,500.00, advising that Aquagenix is treating spadderdock. She and asked if there were any questions. There were none.

On a Motion by Mr. Smith, seconded by Mr. Edwards, with all in favor, the Board Approved the Proposal from Aquagenix, the Amount of \$7,500.00, for Herbicide Treatment of Lake C-1, for the Portico Community Development District.

EIGHTH ORDER OF BUSINESS**Consideration of Resolution 2020-13,
Adopting a Meeting Schedule for Fiscal
Year 2020/2021**

Ms. Bandon provided an overview of the resolution advising that the schedule being presented is consistent with the current year schedule and asked if there were any questions. There were none.

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Adopted Resolution 2020-13, Adopting a Meeting Schedule for Fiscal Year 2020/2021, for the Portico Community Development District.

NINTH ORDER OF BUSINESS**Public Hearing Related to Fiscal Year
2020/2021 Budget and Assessments**

Ms. Bandon provided an overview of the public hearing process and asked for a motion to open the public hearing.

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Opened the Public Hearing Related to the Fiscal Year 2020/2021 Budget and Assessments, for the Portico Community Development District.

TENTH ORDER OF BUSINESS**Presentation of the Proposed Final
Budget for Fiscal Year 2020/2021**

Ms. Bandon provided an overview of the proposed final budget advising that the operations and maintenance budget totals \$200,042.00 which includes an increase of \$31,165.00. She asked if the Board had any questions. There were none

Ms. Bandon called on each virtual attendee of the meeting for questions or comments related to the fiscal year 2020/2021 budget and assessments. Questions and comments from the public related to the budget and assessments were entertained.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-14,
Annual Appropriations and Adopting
the Budget for Fiscal Year 2020/2021**

Ms. Bandon provided an overview of the resolution advising that section two would be completed as follows: total general fund budget is \$200,042.00 and total debt service fund series 2004 is \$1,097,396.94, for a total budget of \$1,297,438.94. She asked if there were any questions.

On a Motion by Mr. Smith, seconded by Mr. Edwards, with all in favor, the Board Adopted Resolution 2020-14, Annual Appropriations and Adopting the Budget for Fiscal Year 2020/2021, for the Portico Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-15,
Making a Determination of Benefit and
Imposing Special Assessments for
Fiscal Year 2020/2021**

Ms. Bandon provided an overview of the resolution and asked if there were any questions.

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Adopted Resolution 2020-15, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2020/2021, for the Portico Community Development District.

Ms. Bandon advised that there was no further business to be conducted during the public hearing and asked for a motion to close the public hearing.

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Closed the Public Hearing Related to the Fiscal Year 2020/2021 Budget and Assessments, for the Portico Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Mackie discussed the need for a property swap in order to support the current development plan.

On a Motion by Mr. Smith, seconded by Mr. Ernst, with all in favor, the Board Authorized Staff to Obtain, and the Chairman to Execute, a Proposal for an Updated Appraisal, Not to Exceed \$6,000.00, for the Portico Community Development District.

B. District Engineer

Mr. Burford advised that he had no report other than he is working with Staff on the property swap as discussed by Counsel

C. District Manager

Ms. Bandon advised the next meeting of the Board of Supervisors is scheduled for Thursday, November 19, 2020 at 10:00 a.m. at which time a Landowner meeting/election will be held for seat #3.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Ms. Bandon opened the floor for Supervisor requests or comments.

FIFTEENTH ORDER OF BUSINESS

Adjournment

Ms. Bandon advised there is no further business to come before the Board and asked for a motion to adjourn.

On a Motion by Mr. Edwards, seconded by Mr. Ernst, with all in favor, the Board adjourned the meeting at 10:29 a.m. for the Portico Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 2

PORTICO COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures August 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2020 through August 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$12,861.52**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Portico Community Development District

Paid Operation & Maintenance Expenditures

August 1, 2020 Through August 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix Inc	002019	4087600	Aquatic Service 08/20	\$ 1,500.00
Earth Tech Environmental, LLC	002020	6330	Preserve Maintenance 08/20	\$ 3,750.00
Florida Power & Light Company	002021	Monthly Summary 08/20	Monthly Billing Summary 07/20	\$ 618.52
Hopping Green & Sams	002018	116202	Professional Services Billed Through 06/30/20	\$ 673.00
Johnson Engineering Inc	002015	20055880-001 INV#127	Engineering Services Through 07/12/20	\$ 220.00
Johnson Engineering Inc	002015	20055880-004 INV#1	Engineering Services Through 07/12/20	\$ 1,500.00
Passarella & Associates, Inc.	002022	03TWC890 - 5H	Professional Services Through 07/31/20	\$ 550.00
Rizzetta & Company, Inc.	002016	INV0000051769	District Management Fees 08/20	\$ 3,875.00
Rizzetta Technology Services, LLC	002017	INV0000006102	Website Hosting Services 08/20	<u>\$ 175.00</u>
Report Total				<u>\$ 12,861.52</u>

PORTICO COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures September 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2020 through September 30, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$29,450.48**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Portico Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix Inc	002029	4090492	Aquatic Service 09/20	\$ 1,500.00
Aquagenix Inc	002029	4091819	Aquatic Service 08/20	\$ 7,500.00
Earth Tech Environmental, LLC	002030	6428	PIWetland Supplement Planting 09/20	\$ 2,850.00
Egis Insurance Advisors, LLC	002032	11443	General/POL Insurance Package 20/21	\$ 6,160.00
Florida Power & Light Company	002033	Monthly Summary 09/20	Monthly Billing Summary 08/20	\$ 658.70
Hopping Green & Sams	002027	116811	Professional Services 07/20	\$ 1,477.40
Integra Realty Resources Southwest Florida, Inc.	002034	152-2020-0260	Appraisal Services 09/20	\$ 2,500.00
Johnson Engineering Inc	002035	20055880-001 INV#129	Engineering Services Through 09/13/20	\$ 330.00
Johnson Engineering Inc	002025	20055880-004 INV#2	Engineering Services Through 08/16/20	\$ 1,250.00
Rizzetta & Company, Inc.	002023	INV0000052559	District Management Fees 09/20	\$ 3,875.00
Rizzetta Technology Services, LLC	002024	INV0000006202	Website Hosting Services 09/20	\$ 175.00
Solitude Lake Mgmt, LLC	002026	PI-A0000466807	Fountain Repair 09/20	\$ 162.50

Portico Community Development District

Paid Operation & Maintenance Expenditures

September 1, 2020 Through September 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
The Daily Breeze	002028	070227	Legal Advertising 07/31/20	<u>\$ 1,011.88</u>
Report Total				<u>\$ 29,450.48</u>

PORTICO COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 12750 CITRUS PARK LANE · SUITE 115 · TAMPA, FLORIDA 33625

Operation and Maintenance Expenditures October 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2020 through October 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: **\$14,765.44**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Portico Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2020 Through October 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix Inc	002037	4092635	Aquatic Service 10/20	\$ 1,500.00
Florida Power & Light Company	002038	Monthly Summary 10/20	Monthly Billing Summary 10/20	\$ 693.31
Hopping Green & Sams	002039	117445	Professional Services 08/20	\$ 1,382.50
Innersync Studio Ltd	002040	18963	CDD Website Services 10/20	\$ 384.38
Passarella & Associates, Inc.	002041	03TWC890 - 6H	Professional Services Through 09/30/20	\$ 1,489.00
Rizzetta & Company, Inc.	002036	INV0000053356	District Management Fees 10/20	\$ 3,991.25
Rizzetta & Company, Inc.	002042	INV0000053612	Assessment Roll 20/21 FY	\$ 5,150.00
Rizzetta Technology Services, LLC	002043	INV0000006407	Website Hosting Services 10/20	<u>\$ 175.00</u>
Report Total				<u>\$ 14,765.44</u>

Tab 3

RESOLUTION 2021-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF PORTICO
COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING
THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD
PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, Portico Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 19, 2020, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

Section 1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____ votes

Section 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the respective Supervisors, the above-named persons are declared to have been elected for the following terms of office:

_____ 4 Year Term Seat 3

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2020.

**PORTICO COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Tab 4

RESOLUTION 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PORTICO COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Portico Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Lee County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to redesignate Officers of the District.

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

Section 1. _____ is appointed Chairman.

Section 2. _____ is appointed Vice Chairman.

Section 3. _____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

Belinda Blandon is appointed Assistant Secretary.

Melissa Dobbins is appointed Assistant Secretary.

Section 4. This Resolution supersedes any prior appointments made by the Board for Chairman and Vice-Chairman and Assistant Secretary; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer remain unaffected by this Resolutions.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 19TH DAY OF NOVEMBER, 2020.

**PORTICO COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN / VICE CHAIRMAN

ATTEST:

SECRETARY / ASSISTANT SECRETARY

Tab 5

**LAND TRANSFER AGREEMENT BETWEEN THE PORTICO COMMUNITY
DEVELOPMENT DISTRICT AND WCI COMMUNITIES, LLC**

THIS AGREEMENT is made and entered into this 19th day of November, 2020, by and between:

PORTICO COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located entirely within Lee County, Florida (the “**District**”); and

WCI COMMUNITIES, LLC, a Delaware limited liability company, the primary owner of lands within the boundaries of the District, whose address is 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966 (the “**Developer**,” together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government created and existing pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), being situated in Lee County; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within the boundaries of the District as described in the *Engineer’s Report*, dated February 2006, as amended by the *Amended Engineer’s Report for Portico Community Development District*, dated May 2008 and the *Amended Engineer’s Report for Portico Community Development District*, dated January 2020 (the “**Improvements**”); and

WHEREAS, the District financed a portion of the Improvements from the sale of \$19,720,000 Portico Community Development District (Lee County, Florida) Capital Improvement Revenue Bonds, Series 2006 (the “**Series 2006 Bonds**”) which were refunded through the issuance of \$12,680,000 Portico Community Development District Special Assessment Refunding and Improvement Bonds, Series 2020-1 (the “**Series 2020-1 Bonds**”) and its \$2,010,000 Portico Community Development District Special Assessment Improvement Bonds, Series 2020-2 (the “**Series 2020-2 Bonds**,” collectively with the Series 2020-1 Bonds, the “**Series 2020 Bonds**”); and

WHEREAS, the District acquired certain property with the proceeds of the Series 2006 Bonds from Taylor Woodrow Communities at Portico, L.L.C. (the “**Prior Developer**”), a portion of which property (the “**District-Owned Property**”) is no longer needed as it serves no useful purpose in connection with the operation of the District’s Improvements; and

WHEREAS, the District desires to convey the District-Owned Property to the Developer in exchange for parcels of property needed by the District for purposes of construction and maintenance of District Improvements, (the “**Developer-Owned Property**”); and

WHEREAS, the proposed land transfer is depicted on the map attached as **Exhibit A** with the gray areas denoting property currently owned by the District and the red areas denoting property to-be-owned by the District following the proposed land transfer; and

WHEREAS, as described on Exhibit A, the proposed land transfer will result in the District owning 9.31 less acres less of property it originally acquired at a value of Sixty-Five Thousand Dollars (\$65,000) per acre; and

WHEREAS, in contemplation of the proposed land transfer, the District received a *Market Value Appraisal*, dated September 17, 2020, from Integra Realty Resources which valued the acreage at Eighty-Three Thousand Seven Hundred and Eighty Dollars and 88/100 (\$83,780.88) per acre for a total value of Seven Hundred and Eighty Thousand Dollars (\$780,000) for the 9.31 acres (the “**Contribution Value**”); and

WHEREAS, in order to proceed with the proposed land transfer, the Developer has agreed to contribute Improvements to the District in the future at a value equal to the Contribution Value.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

1. **Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Land Transfer.** In order to conform land ownership within the District to revised development plans within future phases of development, the District agrees that it will convey, or cause to be conveyed, to the Developer, any and all real property interests in the District-Owned Property necessary to effectuate the proposed land transfer described in Exhibit A attached hereto (“**District Conveyed Land**”) at no cost to the Developer by a quit claim deed acceptable to the Developer, and the Developer agrees that it will convey, or cause to be conveyed, to the District by a warranty deed acceptable to the District, any and all real property interests in the lands necessary to effectuate the proposed land transfer described in Exhibit A attached hereto (“**Conformed District Land**”) at no cost to the District. The Developer shall deliver its conveyance instruments to the District which shall arrange for delivery and recording of the quit claim deed for the District Conveyed Land first, followed immediately by the delivery and recording of the warranty deed for the Conformed District Land, in such a manner to effect the land transfer and thereby conform the District’s property interests to the actual development. No additional consideration shall be exchanged as a result of the filing of the corrective deeds such that a minimum documentary stamp tax of \$0.70 shall be the maximum due pursuant to Rule 12B-4.012(b), Fla. Admin. Code. For the conveyance of the District Conveyed Land and the Conformed District Land, Developer shall pay the cost for recording fees, and, in the event the State or local taxing authority contests the applicability of the minimum tax, Developer shall pay

the cost for all documentary stamps. Developer shall be responsible for all taxes and assessments levied on the lands it owns that are at issue in the proposed land transfer until such time as Developer conveys all said lands to the District.

3. **Contribution of Improvements.** Prior to the District acquiring any Improvements for value from proceeds from Series 2020-2 Bonds, the Developer shall contribute District Improvements, Work Product and Real Property (collectively “**Infrastructure Contributions**”), each as defined in that certain *Agreement by and between the District and Developer Regarding the Acquisition of Certain Work Product, Infrastructure, and Real Property* dated March 16, 2020, (the “**Acquisition Agreement**”), to be financed by Developer and donated to the District or such other appropriate unit of government as is designated in the *Amended Engineer’s Report for Portico Community Development District*, dated January 2020, or required by governmental regulation or development approval. Such District Improvements, Work Product and Real Property shall be valued in an amount equal to or exceeding the Contribution Value using the valuation procedures as described in the Acquisition Agreement.

4. **Indemnification.** For all actions or activities that occur prior to the date of the acquisition of the relevant real property hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

5. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance.

6. **Enforcement of Agreement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **Agreement.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

8. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto.

9. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

10. **Notices.** All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Developer:** WCI Communities, LLC
10481 Six Mile Cypress Parkway
Ft. Myers, Florida 33966
Attn: _____
- B. If to District:** Portico Community Development District
9530 Marketplace Road, Suite 206
Ft. Myers, Florida 33912
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.
123 South Calhoun Street
Post Office Box 6526
Tallahassee, Florida 32314
Attn: Tucker F. Mackie

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

11. **Arm’s Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

12. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole

benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

13. **Assignment.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such written consent shall be void.

14. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

15. **Effective Date.** This Agreement shall be effective upon its execution by the District and the Developer.

16. **Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

17. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

18. **Sovereign Immunity.** The Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

19. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

Attest:

**PORTICO COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

WCI COMMUNITIES, LLC,
a Delaware limited liability company

By: WCI Communities, Inc., a
Delaware corporation, its sole
member

Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: Map Illustrating the District-Owned Land, District Conveyed Land and the Conformed District Land

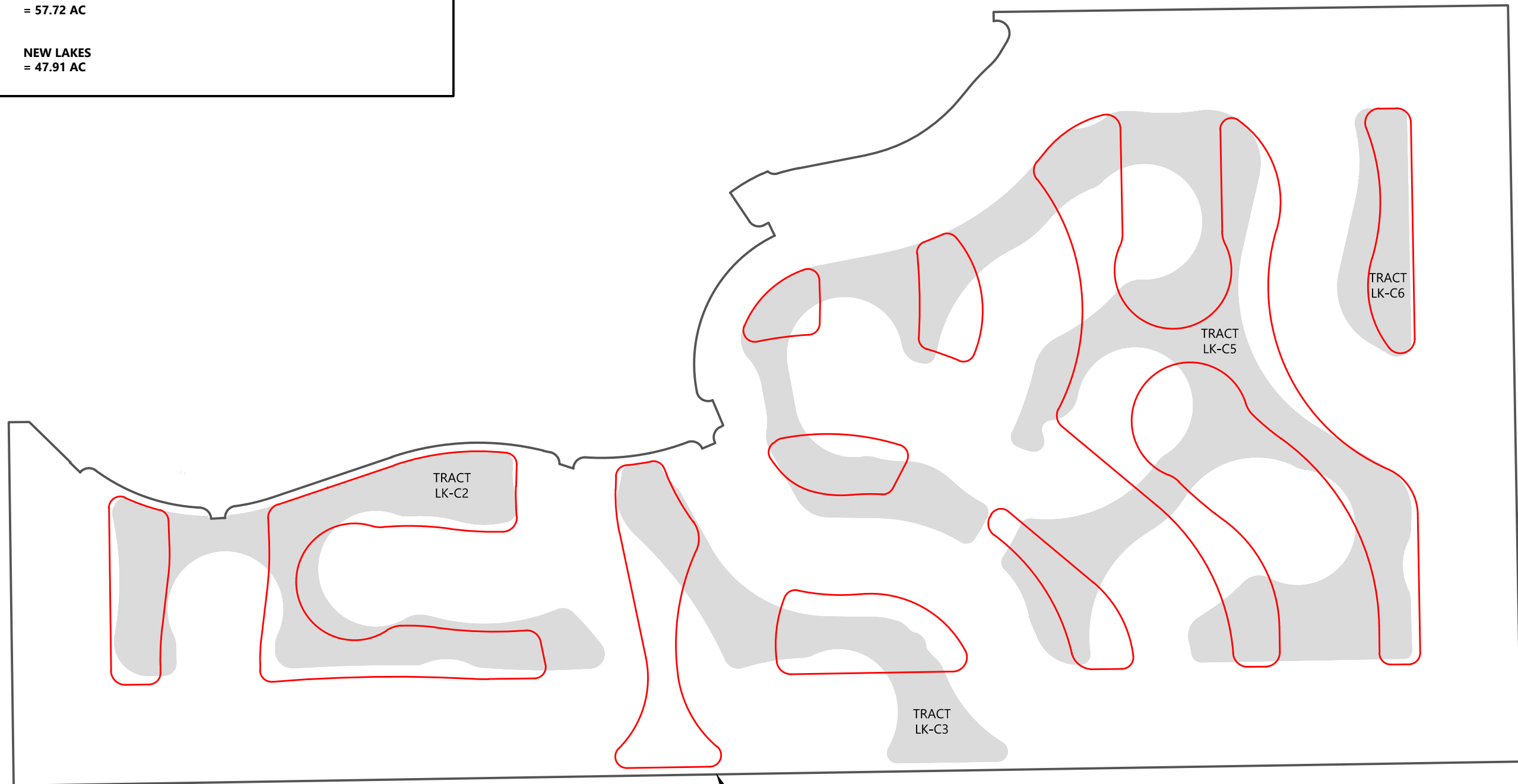
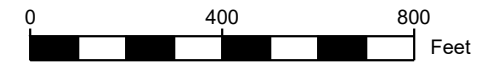
LEGEND



LAKES AS RECORDED IN INSTRUMENT NUMBER 2019000293574
= 57.72 AC



NEW LAKES
= 47.91 AC



PROPERTY BOUNDARY



6610 Willow Park Drive, Suite 200
Naples, Florida 34109
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization
EB 7663 LB 6952

CLIENT: WCI COMMUNITIES, LLC

TITLE: CDD OWNED LAKE AREA COMPARISON

PROJECT: PORTICO PHASE III

PROJECT NO.: 070038.03.18

FILE NAME: 01 0700380318X Lake Area Comparison

Tab 6

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PORTICO COMMUNITY DEVELOPMENT DISTRICT REGARDING THE CONVEYANCE OF CERTAIN PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Portico Community Development District (the “**District**”) is a local unit of special purpose government created and existing pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”), being situated in Lee County; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within the boundaries of the District as described in the *Engineer’s Report*, dated February 2006, as amended by the *Amended Engineer’s Report for Portico Community Development District*, dated May 2008 and the *Amended Engineer’s Report for Portico Community Development District*, dated January 2020 (the “**Improvements**”); and

WHEREAS, the District financed a portion of the Improvements from the sale of \$19,720,000 Portico Community Development District (Lee County, Florida) Capital Improvement Revenue Bonds, Series 2006 (the “**Series 2006 Bonds**”) which were refunded through the issuance of \$12,680,000 Portico Community Development District Special Assessment Refunding and Improvement Bonds, Series 2020-1 (the “**Series 2020-1 Bonds**”) and its \$2,010,000 Portico Community Development District Special Assessment Improvement Bonds, Series 2020-2 (the “**Series 2020-2 Bonds**,” collectively with the Series 2020-1 Bonds, the “**Series 2020 Bonds**”); and

WHEREAS, the District acquired certain property with the proceeds of the Series 2006 Bonds from Taylor Woodrow Communities at Portico, L.L.C. (the “**Prior Developer**”), a portion of which property, as further depicted on **Exhibit A** attached hereto (the “**District-Owned Property**”), is no longer needed as it serves no useful purpose in connection with the operation of the District’s Improvements; and

WHEREAS, the District desires to convey the District-Owned Property to WCI Communities, LLC, the current developer (the “**Developer**”) in exchange for a parcels of property needed by the District for purposes of construction and maintenance of District Improvements, as further depicted on **Exhibit A** attached hereto (the “**Developer-Owned Property**”);

WHEREAS, the proposed land transfer is depicted on the map attached as Exhibit A with the gray areas denoting property currently owned by the District and the red areas denoting property to-be-owned by the District following the proposed land transfer; and

WHEREAS, as described on Exhibit A, the proposed land transfer will result in the District owning 9.31 less acres less of property it originally acquired at a value of Sixty-Five Thousand Dollars (\$65,000) per acre; and

WHEREAS, in contemplation of the proposed land transfer, the District received a *Market Value Appraisal*, dated September 17, 2020, from Integra Realty Resources which valued the acreage at Eighty-

Three Thousand Seven Hundred and Eighty Dollars and 88/100 (\$83,780.88) per acre for a total value of Seven Hundred and Eighty Thousand Dollars (\$780,000) for the 9.31 acres (the “**Contribution Value**”); and

WHEREAS, in order to proceed with the proposed land transfer (the “**Land Transfer**”), the Developer has agreed to contribute Improvements to the District in the future at a value equal to the Contribution Value.

WHEREAS, the District and the Developer have entered into that certain *Land Transfer Agreement*, dated November 19, 2020 (the “**Land Transfer Agreement**”), which shall govern the terms of the Land Transfer described in this Resolution.

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

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The Chairman and District staff are hereby authorized to effectuate the Land Transfer, the terms of which shall be governed by the Land Transfer Agreement.

SECTION 3. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part of this Resolution not held to be valid or unenforceable.

SECTION 4. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 19th day of November, 2020.

ATTEST:

PORTICO COMMUNITY DEVELOPMENT DISTRICT

Assistant Secretary

Russell Smith, Chairman,
Board of Supervisors

Exhibit A – Map Illustrating the District-Owned Land, District Conveyed Land and the Conformed District Land

EXHIBIT A

Map Illustrating the District-Owned Land, District Conveyed Land and the Conformed District Land

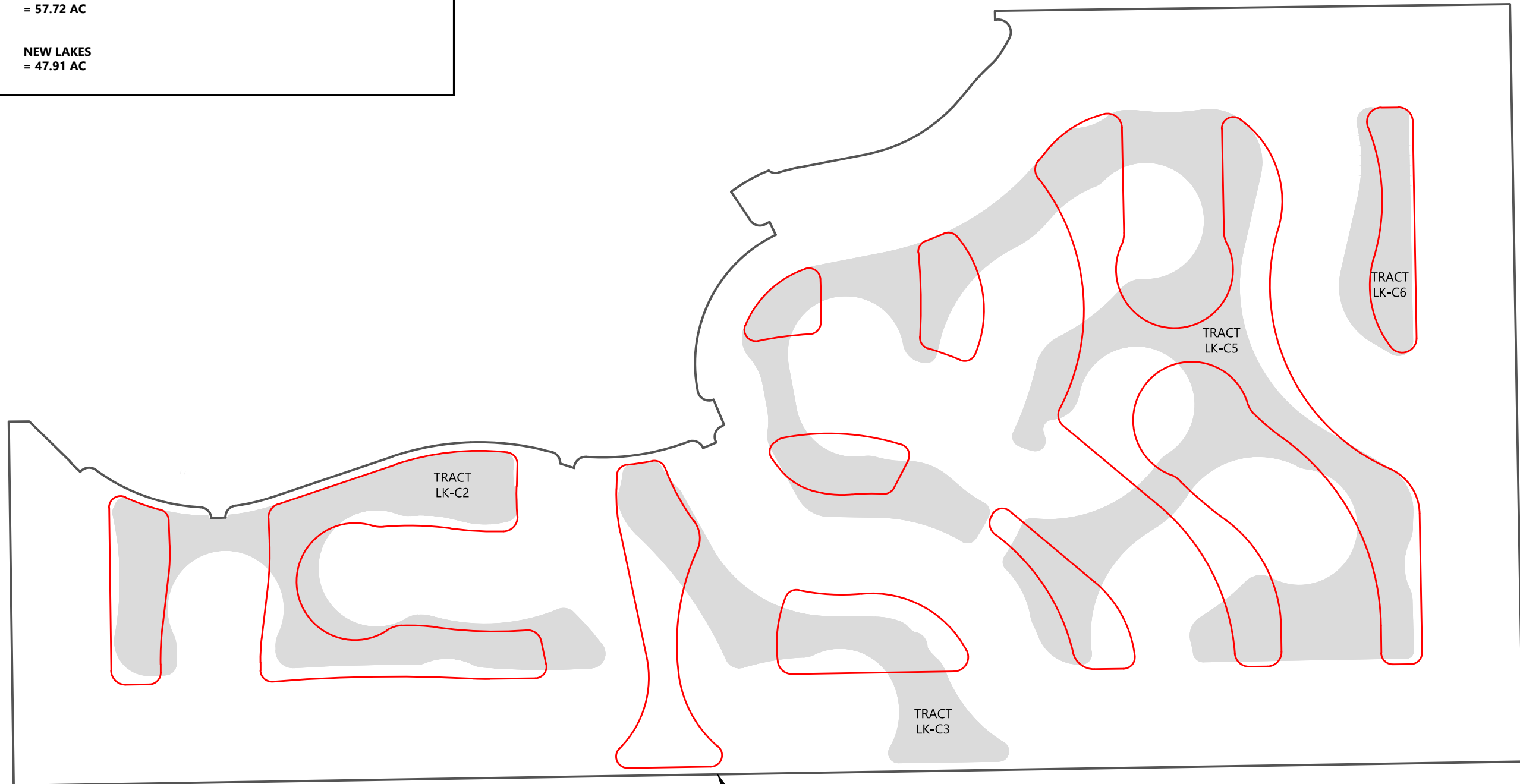
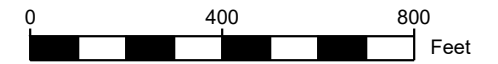
LEGEND



LAKES AS RECORDED IN INSTRUMENT NUMBER 2019000293574
= 57.72 AC



NEW LAKES
= 47.91 AC



PROPERTY BOUNDARY



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EB 7663 LB 6952

CLIENT: WCI COMMUNITIES, LLC

TITLE: CDD OWNED LAKE AREA COMPARISON

PROJECT: PORTICO PHASE III

PROJECT NO.: 070038.03.18

FILE NAME: 01 0700380318X Lake Area Comparison

Tab 7

Portico Community Development District Public Facilities Report

August 20, 2020

Prepared for:

**Portico Community Development District
Board of Supervisors**
Ft. Myers, Fl

Prepared by:

JOHNSON
ENGINEERING
251 West Hickpochee Avenue
LaBelle, FL 33935-4763
863.612.0594
EB# 642

Portico Community Development District

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I. Purpose and Scope

This report is being prepared at the request of the Portico Community Development District (PCDD) to comply with the requirements of 189.415, Florida Statutes, regarding the Special Districts Public Facilities Report. It is the intention of this report to provide general descriptions of public facilities owned by the District together with the proposed facility expansion programs within the next seven years or replacement programs of facilities within the next ten years.

II. Introduction / Project Description

The PCDD was formed to provide utilities, utilities connection, stormwater management, wetland and upland preserve areas, and offsite roadway access. PCDD consists of 589.15 acres located in east Lee County. The land is accessed and bordered on the west by Buckingham Road. The Location Map, the attached Exhibit 1, graphically represents the location and boundary of PCDD.

PCDD is located in Sections 33 and 34, Township 43 South, Range 26 East.

Phase I of the planned three phases is under construction with portions of the stormwater management, potable, and sanitary for this phase completed in December 2006.

III. Existing Public Facilities

1. Stormwater Management System

Phase IA&B of the stormwater management system has been built in accordance with the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP), # 36-05388-P. The system consists of roadway inlets and stormwater piping that collect stormwater runoff which is conveyed to the on-site ponds and wetland system for water quality treatment and stormwater detention before discharge to the adjacent River Hall residential development as depicted in the permit drawings. The stormwater continues through existing water conveyance structures and drainage system to the Caloosahatchee River to the north of PCDD.

Drainage Basins A and B are included in Phase I. These basins are fully functional and are designed to accommodate the runoff when all residential lots and amenity structures, with parking, are constructed.

2. Potable Water System

Phase IA&B of the potable water system is comprised of 4", 8", 10", and 12" diameter lines for potable service and fire protection. These lines have been installed. A portion of the 12" diameter line runs from the PCDD entrance up Buckingham Road to State Road

80 as required by the development order for the residential project. This phase has completed approximately 6.0 miles of potable water line.

The installed portions of the potable water system have been inspected by Lee County Utilities (LCU) and tested to Florida Department of Environmental Protection (FDEP) standards. With exception of the future townhomes and amenities center, the installed potable water system has obtained clearance and has been turned over to Lee County Utilities for ownership, operation, and maintenance. This portion of the potable system is intended to serve 380 single family units.

3. Sanitary Sewer System

Phase IA&B of the sanitary sewer system is comprised of both gravity mains and force mains with two lift stations. Both the gravity and force mains have been tested and verified for meeting standards for their respective sanitary sewer requirements by Lee County Utilities and Florida Department of Environmental Protection. With exception of the future townhomes and amenities center, the installed sanitary sewer system has obtained clearance and has been turned over to Lee County Utilities for ownership, operation, and maintenance. This portion of the sanitary sewer system serves 380 single family units. This phase has completed approximately 3.2 miles of the gravity main and 1.3 miles of the force main, which have been connected to the existing sanitary sewer force main located within the Buckingham Road Right-of-Way.

4. Conservation Areas

The SFWMD ERP for the project within the PCDD boundaries includes slightly over 37 acres of conservation lands. These tracts have been acquired as part of Phase I and the conservation easements have been dedicated to SFWMD. Copies of these conservation easements have been recorded in Lee County as required in the permit.

The 37 acres of conservation lands within PCDD are comprised of 64% uplands, 25% natural wetlands, and 11% constructed wetlands.

5. Access Improvements

Included in the Lee County Development Order are access improvements and utilities connections adjacent to PCDD. Completed portions of access improvements during Phase I include the entrance turn lane, sidewalk along the project frontage of Buckingham Road, and alteration of the roadway drainage associated with the turn lane and the sidewalk. The improvements to the utilities connections that have been completed have been conveyed to PCDD and subsequently turned over to Lee County Utilities.

6. Professional Fees and Permits

The extent of the conveyed costs for the professional fees and permits to date represents only the professional fees for the completed portion of PCDD.

IV. Currently Proposed Public Facilities Expansion within Seven Years

1. Stormwater Management System

The next phases, Phase II and III, are planned to include the remainder of the stormwater ponds, their interconnecting piping, and stormwater control structures for the project as described in the SFWMD ERP within the next seven-year period. The PCDD bond validation covered the planned three phases to complete the stormwater management system as described in the PCDD Engineer's Report. The Amended Engineer's Report dated January 2020, was prepared to validate additional bond issuances necessary to cover the future stormwater management costs with the option of developer contribution for unanticipated costs.

2. Potable Water System

Phases II and III of the potable system will likely be extended within the next seven years. This next portion of the potable water system will be designed and constructed in accordance with Lee County Utilities and Florida Department of Environmental Protection standards. These phases are planned to provide an additional 858 single family units. Following construction and clearance of the potable water system the PCDD will dedicate the system to Lee County Utilities.

The PCDD bond validation covered the planned three phases to complete the potable water system as described in the PCDD Engineer's Report. The Amended Engineer's Report dated January 2020, was prepared to validate additional bond issuances necessary to cover the future potable water system costs with the option of developer contribution for unanticipated costs.

3. Sanitary Sewer System

Phase II and III of the sanitary sewer systems will likely be extended within the next seven years. These next portions of the sanitary sewer system will be designed and constructed in accordance with Lee County Utilities and Florida Department of Environmental Protection standards. These phases are planned to provide an additional 858 single family units. Following construction and clearance of the sanitary sewer system, PCDD will dedicate the system to Lee County Utilities. This second phase may include offsite improvements to the sanitary sewer system along Buckingham Road to State Road 80. This utility improvement is further addressed in the following Access Improvements and Utilities Connections section of this report.

The progress in the development of the community within the PCDD boundary will be monitored to determine the schedule for completion of the final portion of the sanitary sewer system.

The PCDD bond validation covered the planned three phases to complete the sanitary sewer system as described in the PCDD Engineer's Report. The Amended Engineer's Report dated January 2020, was prepared to validate additional bond issuances necessary to cover the future sanitary sewer system costs with the option of developer contribution for unanticipated costs.

4. Irrigation Main Line System

The original Portico Engineer's Report dated February 2006 was amended in May 2008 and eliminated the irrigation main line system as being a District asset and the District will not own, operate, or maintain the system.

5. Access Improvements and Utilities Connections

Additional access improvements as noted in the Phase I Development Order plans may be required within the next seven years and these improvements will be coordinated with the Lee County Community Development Department during the Phase II and III construction. The anticipated improvements include additional roadway and intersection elements with traffic signal modifications.

Additional improvements to Lee County Utility infrastructure, such as the utilities connections, may also be required within the next seven years. These improvements along Buckingham Road and State Road 80 will be determined by Lee County Utilities in accordance with applicable permits.

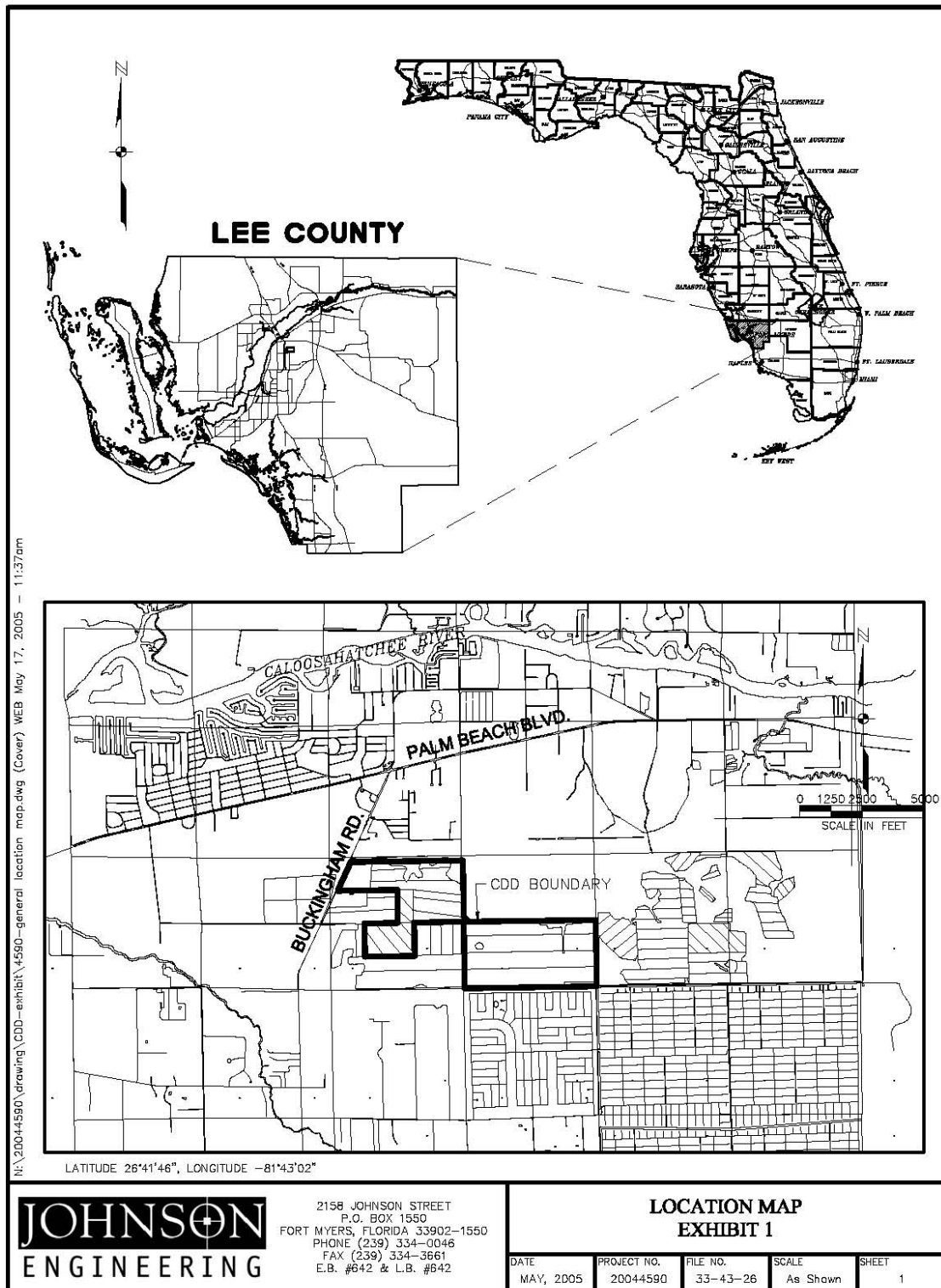
The PCDD bond validation covered the three planned phases to complete the access improvements and utility connections as described in the PCDD Engineer's Report. The Amended Engineer's Report dated January 2020, was prepared to validate additional bond issuances necessary to cover the future access improvements and utility connections costs with the option of developer contribution for unanticipated costs.

6. Professional Fees and Permits

PCDD intends to pay for the consulting fees and permits associated with the continued construction of public facilities, necessary access improvements, and utility connections over the next seven years.

V. Replacement of Facilities

All current PCDD public facilities are either new or under construction therefore no plans for replacement are anticipated over the next ten years.



Tab 8

SERVICES CONTRACT

CUSTOMER NAME: Belinda Blandon #239-936-0913 bblandon@rizzetta.com
PROPERTY NAME: Portico
CONTRACT EFFECTIVE DATE: September 1, 2020 through August 31, 2021
SUBMITTED BY: Jeff Moding
SPECIFICATIONS: Annual Lake Management for 11 Lakes approximately 82.30 Acres

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$29,676.00**. SOLitude shall invoice Customer **\$2473.00 per month** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment to be made in twelve (12) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Annual Contract Price is based on the total value of services to be provided over a period of twelve (12) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even twelve (12) month amortization of the Annual Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. TERM AND EXPIRATION. This Agreement is for an annual management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Contract will automatically renew annually at the end of the contract effective date for subsequent one (1) year terms, with a three percent (3%) escalation in the Annual Contract Price each year, under the same terms, specifications, and conditions as set forth by this contract, unless either party gives written notice of cancellation thirty (30) days prior to the termination date of this contract, or subsequent renewal contracts.
4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.
5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
6. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



8. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.

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

10. NOTICE. Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.

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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

Portico

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

12750 Citrus Park Lane Suite 115 Tampa, FL 33625

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

SCHEDULE A – ANNUAL MANAGEMENT SERVICES

Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
 - Beneficial Aquatic Vegetation
 - Nuisance, Invasive, or Exotic Aquatic Vegetation
 - Algae
 - Erosion
 - Fish habitat
 - Mosquito breeding conditions and habitat
 - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

Aquatic Weed Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found in the pond(s) at the time of application.
3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SÖLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SÖLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



1. Shoreline areas will be inspected on a **three (3) times per month** basis.
2. Any growth of cattails, Torpedograss, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Littoral Shelf Management:

1. Littoral vegetation will be selectively treated as required to limit any growth of unwanted vegetation and to maintain the beneficial aquatic and upland vegetation found within the buffer areas along the edge of the pond. This service is provided in order to maintain the pond buffers in a natural, yet desirable appearance, as well as providing the necessary erosion control and reduction of nutrients necessary for the overall health and sustainability of the pond.

Pond Algae Control:

1. Pond(s) will be inspected on a **three (3) times per month** basis.
2. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

Trash Removal:

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

Service Reporting:

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

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

Tab 9

FIRST ADDENDUM TO THE CONTRACT FOR PROFESSIONAL DISTRICT SERVICES

This FIRST Addendum to the Contract for Professional District Services (this “**Addendum**”), is made and entered into as of the _____, 2020 (the “**Effective Date**”), by and between **Portico Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Lee County, Florida (the “**District**”), and **Rizzetta & Company, Inc.**, a Florida corporation (the “**Consultant**”).

RECITALS

WHEREAS, the District and the Consultant entered into the Contract for Professional District Services dated October 1st, 2018 (the “**Contract**”), incorporated by reference herein; and

WHEREAS, the District and the Consultant desire to amend **Exhibit B - Schedule of Fees of the Fees and Expenses**, section of the Contract as further described in this Addendum; and

WHEREAS, the District and the Consultant each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Consultant agree to the changes to amend **Exhibit B - Schedule of Fees** attached.

The amended **Exhibit B - Schedule of Fees** are hereby ratified and confirmed. All other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Addendum as of the Effective Date.



Rizzetta & Company

Therefore, the Consultant and the District each intend to enter this Addendum, understand the terms set forth herein, and hereby agree to those terms.

ACCEPTED BY:

RIZZETTA & COMPANY, INC.

BY: _____

PRINTED NAME: William J. Rizzetta

TITLE: President

DATE: _____

WITNESS: _____
Signature

Print Name

PORTICO COMMUNITY DEVELOPMENT DISTRICT

BY: _____

PRINTED NAME: _____

TITLE: Chairman/Vice Chairman

DATE: _____

ATTEST:

Vice Chairman/Assistant Secretary
Board of Supervisors

Print Name

Exhibit B – Schedule of Fees



Rizzetta & Company

EXHIBIT B
Schedule of Fees

STANDARD ON-GOING SERVICES:

Standard On-Going Services will be billed in advance monthly pursuant to the following schedule:

ANNUALLY	MONTHLY	
Management:	\$ 1,630.83	\$19,570
Administrative:	\$ 386.25	\$ 4,635
Accounting:	\$ 1,545.00	\$18,540
Financial & Revenue Collections:	\$ 429.17	\$ 5,150
Assessment Roll (1):		\$ 5,150
Total Standard On-Going Services:	\$ 3,991.25	\$53,045

(1) Assessment Roll is paid in one lump-sum payment at the time the roll is completed.

ADDITIONAL SERVICES:



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Extended and Continued Meetings	Hourly	\$ 180.25
Special/Additional Meetings	Per Occurrence	Upon Request
Modifications and Certifications to		
Special Assessment Allocation Report	Per Occurrence	Upon Request
True-Up Analysis/Report	Per Occurrence	Upon Request
Re-Financing Analysis	Per Occurrence	Upon Request
Bond Validation Testimony	Per Occurrence	Upon Request
Special Assessment Allocation Report	Per Occurrence	Upon Request
Bond Issue Certifications/Closing Documents	Per Occurrence	Upon Request
Electronic communications/E-blasts	Per Occurrence	Upon Request
Special Information Requests	Hourly	Upon Request
Amendment to District Boundary	Hourly	Upon Request
Grant Applications	Hourly	Upon Request
Escrow Agent	Hourly	Upon Request
Continuing Disclosure/Representative/Agent	Annually	Upon Request
Community Mailings	Per Occurrence	Upon Request
Response to Extensive Public		
Records Requests	Hourly	Upon Request

PUBLIC RECORDS REQUESTS FEES:

Public Records Requests will be billed hourly to the District pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Senior Manager	\$ 54.00
District Manager	\$ 42.00
Accounting & Finance Staff	\$ 29.00
Administrative Support Staff	\$ 25.00

LITIGATION SUPPORT SERVICES: Hourly Upon Request

ADDITIONAL THIRD-PARTY SERVICES:

Pre-Payment Collections/Estoppel/Lien Releases:

Lot/ Homeowner	Per Occurrence	Upon Request
Bulk Parcel(s)	Per Occurrence	Upon Request



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