



Rizzetta & Company

Portico Community Development District

**Board of Supervisors' Meeting
February 18, 2021**

**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

February 11, 2021

Board of Supervisors
**Portico Community
Development District**

TENTATIVE AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Portico Community Development District will be held on **Thursday, February 18, 2021 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 Landowner Meeting held on November 19, 2020 Tab 1
 - B. Consideration of the Minutes of the Board of Supervisors Meeting held on November 19, 2020..... Tab 2
 - C. Consideration of Operations and Maintenance Expenditures for the Months of November and December 2020 and January 2021..... Tab 3
- 4. BUSINESS ITEMS**
 - A. Consideration of Earth Tech Environmental Proposal for the 2021 Renewal for Quarterly Preserve Maintenance.... Tab 4
 - B. Consideration of Aquagenix Proposals..... Tab 5
 1. Contract Addendum to Add Maintenance of 4.7 Acre Marsh
 2. Marsh Area Tree Removal
 3. Lake Maintenance Addendum to Increase to Four Visits per Month
 - C. Consideration of Solitude Lake Management Proposal for Lake Management Services Tab 6
 - D. Appointment of an Audit Committee and Scheduling of the First Meeting of the Committee
- 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

PORTICO
COMMUNITY DEVELOPMENT DISTRICT

The Landowner meeting of the Portico Community Development District was held on **Thursday, November 19, 2020 at 10:03 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 333912.

Present were:

Russ Smith	Landowner
Belinda Bandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	Hopping Green & Sams, P.A. (via speaker phone)
Audience	

FIRST ORDER OF BUSINESS

Call to Order

Ms. Bandon called the meeting to order and confirmed that the Landowner Meeting was duly noticed in accordance with Florida Statute Chapter 190.

SECOND ORDER OF BUSINESS

Determination of Number of Voting Units Represented

Ms. Bandon advised that Mr. Russ Smith was present as the Landowner, representing a total of 308.25 voting units.

THIRD ORDER OF BUSINESS

Election of Chairperson and Secretary for Purpose of Conducting Landowner Election

Ms. Bandon was elected as Chairperson and Secretary of the meeting for the purpose of conducting the Landowner Election.

FOURTH ORDER OF BUSINESS

Nominations for Positions of Supervisor

Ms. Bandon opened the floor to nominations of candidates by the landowner(s). Mr. Scott Edwards was nominated. Ms. Bandon asked if there were any other nominations. Hearing none, nominations were closed.

FIFTH ORDER OF BUSINESS

Casting of Ballots

44 Ballots were completed by the proxy holders and landowners. Ms. Blandon
45 collected the ballots.

46
47 **SIXTH ORDER OF BUSINESS**

Tabulation of Ballots

48
49 Ms. Blandon stated the candidate received the following votes: Mr. Scott Edwards
50 received 200 votes. Ms. Blandon advised that by virtue of the votes received, Mr. Scott
51 Edwards will receive a four-year term to be effective November 19, 2020 and expiring
52 November 2024.

53
54 **SEVENTH ORDER OF BUSINESS**

Landowner Questions and Comments

55
56 Ms. Blandon asked if there were any questions or comments. There were none.

57
58 **EIGHTH ORDER OF BUSINESS**

Adjournment

59
60 Ms. Blandon stated there were no additional matters to come before the
61 Landowners and adjourned the meeting at 10:07 a.m.
62

Tab 2

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, November 19, 2020 at 10:10 a.m.** at the office of Rizzetta & Company, Inc., located at 9530 Marketplace Road, Suite 206, Fort Myers, Florida 33912.

Present and constituting a quorum:

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

Also present were:

Belinda Blandon	District Manager, Rizzetta & Company, Inc.
Tucker Mackie	District Counsel, Hopping Green & Sams P.A. (via speaker phone)
Brent Burford	District Engineer, Johnson Engineering, Inc.
Audience	

FIRST ORDER OF BUSINESS

Call to Order

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

Ms. Blandon stated for the record that she administered the Oath of Office to Mr. Edwards prior to the onset of the Board of Supervisors meeting. She asked Mr. Edwards if he would like to receive or waive Supervisor compensation. Mr. Edwards stated that he will waive Supervisor Compensation.

SECOND ORDER OF BUSINESS

Public Comment

Ms. Blandon stated for the record that no members of the public were present.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of the
Board of Supervisors' Meeting held on
August 20, 2020**

Ms. Blandon presented the Minutes of the Board of Supervisors' meeting held on August 20, 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. Edwards, with all in favor, the Board Approved the Minutes of the Board of Supervisors' Meeting held on August 20, 2020, for the Portico Community Development District.

FOURTH ORDER OF BUSINESS

Consideration of the Operations and Maintenance Expenditures for the Months of August, September, and October 2020

Ms. Blandon advised the expenditures for the period of August 1-31, 2020 total \$12,861.52, the expenditures for the period of September 1-30, 2020 total \$29,450.48 and the expenditures for the period of October 1-31, 2020 total \$14,756.44. She asked if there were any questions regarding any item of expenditure. There were none.

On a Motion by Mr. Ernst, seconded by Mr. Hasty, with all in favor, the Board Approved the Operations and Maintenance Expenditures for the Month of August 2020 (\$12,861.52), the Month of September 2020 (\$29,450.48) and the Month of October 2020 (\$14,765.44), for the Portico Community Development District.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-01, Canvassing and Certifying Results of the November 19, 2020 Landowner Election

Ms. Blandon provided an overview of the resolution and asked if there were any questions. There were none.

On a Motion by Mr. Smith, seconded by Mr. Ernst, with all in favor, the Board Adopted Resolution 2021-01, Canvassing and Certifying Results of the November 19, 2020 Landowner Election, for the Portico Community Development District.

Ms. Mackie advised that the Board began the transition of seats to the qualified electors of the District; she advised that seats 1 and 2 would have gone to the General Election process but since no one qualified for those seats, Mr. Hasty will continue to be a hold over in seat 2 although Statute does provide that the District should begin to identify folks that would meet the necessary qualifications, the most important being a resident of the District, to fill those two seats. Discussion ensued.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2021-02, Appointing and Removing Officers of the District

80
81 Ms. Blandon provided an overview of the Resolution and asked if there were any
82 questions. There were none.
83

84 On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Adopted
85 Resolution 2021-02, Appointing Mr. Russ Smith as Chairman, Appointing Mr. Barry Ernst
86 as Vice Chairman, and Appointing Mr. Chris Hasty, Mr. Scott Edwards, Ms. Belinda
87 Blandon, and Ms. Melissa Dobbins as Assistant Secretaries, for the Portico Community
88 Development District.

89
90 **SEVENTH ORDER OF BUSINESS**

**Consideration of Land Transfer
Agreement between the District and
WCI Communities**

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92
93
94 Ms. Mackie provided an overview of the parcels contained within the land transfer
95 agreement advising that the changes are to the stormwater development plan within
96 phase 3. She advised that the difference in acreage is approximately 9 acres for which
97 the Developer would need to contribute improvements to the District valued at
98 \$780,000.00. Ms. Mackie further advised that this contribution needs to be recognized
99 prior to the Developer receiving funds from the proceeds of the 2020 bonds. Ms. Blandon
100 asked if there were any questions. There were none.
101

On a Motion by Mr. Smith, seconded by Mr. Ernst, with all in favor, the Board Approved the
Land Transfer Agreement between the District and WCI Communities, for the Portico
Community Development District.

102
103 **EIGHTH ORDER OF BUSINESS**

**Consideration of Resolution 2021-03,
Regarding Conveyance of Certain
Property and Authorizing Land
Transfer**

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105
106
107
108 Ms. Mackie advised that the resolution is intended to memorialize the land transfer
109 agreement.
110

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board Adopted
Resolution 2021-03, Regarding Conveyance of Certain Property and Authorizing Land
Transfer, for the Portico Community Development District.

111
112 **NINTH ORDER OF BUSINESS**

**Review and Acceptance of Public
Facilities Report**

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114
115 Mr. Burford advised that the public facilities report is required by Florida Statutes to
116 be updated every seven years. He provided a detailed overview of the updated report and
117 asked if there were any questions.

On a Motion by Mr. Smith, seconded by Mr. Edwards, with all in favor, the Board Accepted the Public Facilities Report, for the Portico Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Solitude Lake
Management Proposal for Lake
Management Services**

Ms. Bandon provided an overview of the proposal received from Solitude Lake Management advising that she obtained proposals due to concerns received from residents. She asked that the Builder address the onsite construction teams to assist in keeping debris out of the lakes. Ms. Bandon advised that the contract with Aquagenix is \$18,000 per year and includes two visits per month and the proposal from Solitude is \$29,676 per year and includes three visits per month. She advised that the budget for this item is \$31,100.00. discussion ensued regarding a possible cost sharing agreement with the HOA. This item was tabled to allow for the Chairman to review.

ELEVENTH ORDER OF BUSINESS

**Consideration of First Addendum to
District Services Contract**

Ms. Bandon provided an overview of the first addendum to the District Services contract advising that the increase to fees contained within the addendum reflect the fiscal year 2020/2021 budget as previously adopted by the Board. She asked if there were any questions. There were none.

On a Motion by Mr. Smith, seconded by Mr. Ernst, with all in favor, the Board Approved the First Addendum to the District Services Contract, for the Portico Community Development District.

TWELFTH ORDER OF BUSINESS

**Consideration of Acquisition of Phase
2B Utilities**

Ms. Mackie advised that the phase 2B utilities will be completed prior to the next Board meeting and the District has been asked to acquire these utilities in order to reimburse the developer for the cost of the installation of the utilities pursuant to the Acquisition Agreement between the Developer and District.

On a Motion by Mr. Smith, seconded by Mr. Hasty, with all in favor, the Board Approved the Acquisition of Phase 2B Utilities, at an Amount not to Exceed \$3,000,000.00, Subject to Review and Receipt of all Required Information Pursuant to the Districts Acquisition Agreement, for the Portico Community Development District.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
Ms. Mackie advised that she had no report.
- B. District Engineer
Mr. Burford advised that he had no report.
- C. District Manager
Ms. Blandon advised the next meeting of the Board of Supervisors is scheduled for Thursday, February 18, 2021 at 10:00 a.m.

FOURTEENTH ORDER OF BUSINESS

Supervisor Requests and Comments

Ms. Blandon opened the floor for Supervisor requests or comments. There were none.

FIFTEENTH ORDER OF BUSINESS

Adjournment

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

On a Motion by Mr. Ernst, seconded by Mr. Edwards, with all in favor, the Board adjourned the meeting at 10:39 a.m. for the Portico Community Development District.

Secretary/Assistant Secretary

Chairman/ Vice Chairman

Tab 3

PORTICO COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures November 2020 For Board Approval

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

The total items being presented: **\$9,245.56**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Portico Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2020 Through November 30, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix Inc	002052	4095049	Aquatic Service 11/20	\$ 1,500.00
Department of Economic Opportunity	002050	83165	Special District Fee FY 20/21	\$ 175.00
Florida Power & Light Company	002053	Monthly Summary 11/20	Monthly Billing Summary 11/20	\$ 576.78
Grau and Associates	002046	X4250254A248	Audit for FYE 09/20	\$ 52.00
Hopping Green & Sams	002047	118113	Professional Services 09/20	\$ 542.64
Johnson Engineering Inc	002048	20055880-004 INV#3	Engineering Services Through 10/11/20	\$ 1,375.00
Lee County Property Appraiser	002051	009625	2020 Non Ad Valorem Assessment Roll	\$ 719.00
Rizzetta & Company, Inc.	002044	INV0000054225	District Management Fees 11/20	\$ 3,991.25
Rizzetta Technology Services, LLC	002045	INV0000006512	Website Hosting Services 11/20	\$ 175.00
The Daily Breeze	002049	118583	Legal Advertising 10/28/20	<u>\$ 138.89</u>
Report Total				<u>\$ 9,245.56</u>

PORTICO COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures December 2020 For Board Approval

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

The total items being presented: **\$10,446.34**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Portico Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2020 Through December 31, 2020

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix Inc	002058	4097497	Aquatic Service 12/20	\$ 1,500.00
Aquagenix Inc	002058	4099119	One Time Trash Removal 12/20	\$ 1,800.00
Florida Power & Light Company	002060	Monthly Summary 12/20	Monthly Billing Summary 12/20	\$ 557.86
Hopping Green & Sams	002057	118928	Professional Services 10/20	\$ 545.50
Johnson Engineering Inc	002059	20055880-004 INV#4	Engineering Services Through 12/13/20	\$ 1,375.00
Rizzetta & Company, Inc.	002054	INV0000054701	District Management Fees 12/20	\$ 3,991.25
Rizzetta Technology Services, LLC	002055	INV0000006614	Website Hosting Services 12/20	\$ 175.00
Solitude Lake Mgmt, LLC	002056	PI-A00515510	Fountain A2 Repair 11/20	<u>\$ 501.73</u>
Report Total				<u>\$ 10,446.34</u>

PORTICO COMMUNITY DEVELOPMENT DISTRICT

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

Operation and Maintenance Expenditures January 2021 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2021 through January 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$17,356.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Portico Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2021 Through January 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Aquagenix Inc	002068	4099871	Aquatic Service 01/21	\$ 1,500.00
Earth Tech Environmental, LLC	002061	6683	Preserve Maintenance 12/20	\$ 3,750.00
Florida Power & Light Company	002070	Monthly Summary 01/21	Monthly Billing Summary 01/21	\$ 701.40
Hopping Green & Sams	002064	119485	Professional Services 11/20	\$ 2,890.50
Innersync Studio Ltd	002065	19157	CDD Website Services 01/21	\$ 384.38
Johnson Engineering Inc	002066	20055880-001 INV#128	Engineering Services Through 08/16/20	\$ 602.50
Johnson Engineering Inc	002069	20055880-001 INV#130	Engineering Services Through 11/15/20	\$ 673.75
Johnson Engineering Inc	002069	20055880-001 INV#131	Engineering Services Through 12/13/20	\$ 187.50
Rizzetta & Company, Inc.	002062	INV0000055478	District Management Fees 01/21	\$ 3,991.25
Rizzetta & Company, Inc.	002067	INV0000055605	Annual Dissemination FY 20/2	\$ 2,500.00
Rizzetta Technology Services, LLC	002063	INV0000006713	Website Hosting Services 01/21	<u>\$ 175.00</u>
Report Total				<u>\$ 17,356.28</u>

Tab 4

**EARTH TECH ENVIRONMENTAL**

10600 Jolea Avenue

Bonita Springs, FL 34135 US

(239) 304-0030

www.eteflorida.com

Proposal

ADDRESS

Portico CDD
9530 Marketplace Road
Suite 206
Ft. Myers, FL 33912

PROPOSAL # 2649**DATE** 12/11/2020**EXPIRATION DATE** 01/31/2021**PROJECT**

PORTICO CDD

PROJECT MANAGER

donnb@eteflorida.com

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Preserve Maintenance Quarterly Task 1.0 2021 Preserve Maintenance: Earth Tech Environmental LLC will perform four (4) preserve maintenance events within 37.31 acres of preserve areas (see attached preserve exhibit) at Portico CDD. This task will consist of herbicidal treatment on all FLEPPC category I & II exotic species and selective invasive species within the designated areas. Eradication methods will consist of (1) cutting and stump treatment of all woody exotic/nuisance species; (3) foliar treatment of all saplings and/or herbaceous exotic/nuisance species; and (4) hand pulling material. All treated material will remain within the preserve area. This task will be supervised by a qualified project manager licensed to apply herbicide in aquatic and natural areas will supervise all work. Quarterly Maintenance events will be scheduled for February, May, September and December 2021.	4	3,750.00	15,000.00

Earth Tech Environmental LLC will perform the above-listed environmental services within the designated areas at Portico CDD. If you agree to these services please send a signed copy back to donnb@eteflorida.com for work to be scheduled.

TOTAL**\$15,000.00**

Accepted By

Accepted Date

" Land, Water and the Environment ... Protecting what's important "

Office : 239-304-0030 Fax: 239-324-0054

Note:
2020 Aerial, Project Boundary and Preserve Limits
obtained from Lee County Property Appraiser.

0 600 1,200 2,400
Feet

Portico CDD
Lee County, Florida



EARTH TECH ENVIRONMENTAL, LLC
10600 JOLEA AVENUE
BONITA SPRINGS, FLORIDA 34135
PHONE (239) 304-0030 FAX (239) 324-0054
www.etefflorida.com



SHEET NO.
X

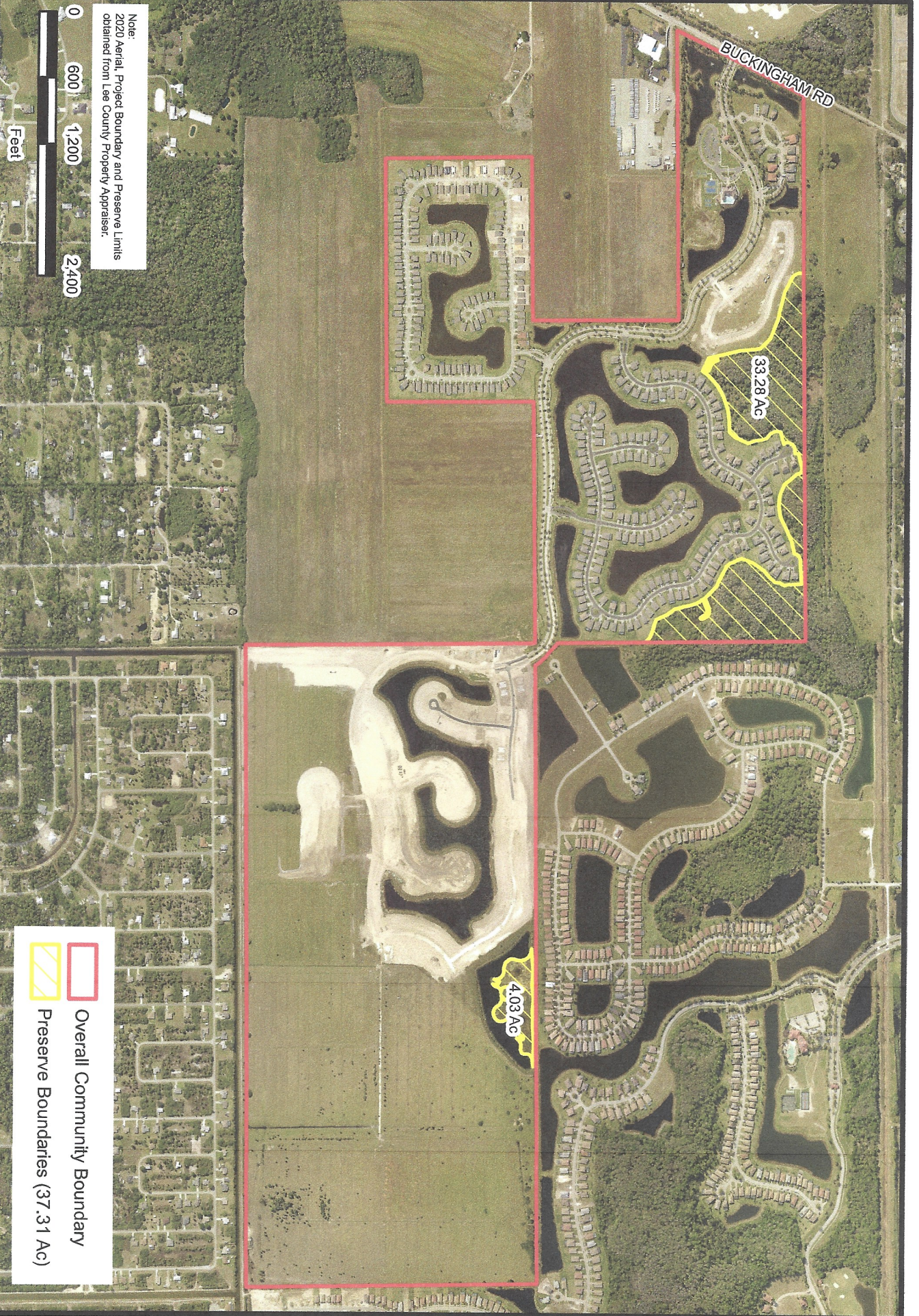
DATE
04/03/20

PROJECT NO.
N/A

SCALE
AS SHOWN

Tracking Map

Overall Community Boundary
Preserve Boundaries (37.31 Ac)



Tab 5



Contract Addendum

Issue Date: 1/5/2021
Portico CDD - Lake Maintenance
Attention: Belinda Blandon
C/O Rizetta and Company, Inc.
12750 Citrus Park Lane Suite 115
Tampa, FL 33625 (239) 936-0913
Account Number: 24388/2008410
Effective Date:

This Addendum modifies the current agreement between Aquagenix and Portico CDD - Lake Maintenance. All of the standards of the original agreement apply to this addendum. With signed authorization, Aquagenix will provide the following:

Scope Of Work: Add Marsh Area - 4.7 acre area to lake contract

Add / Delete: ADD

Visit Schedule: Four (4) times per year

The Total Contract Amount prior to this Addendum was:	Per Year \$18,000.00(\$1,500.00 per month)
The Total Contract Amount will be Increased Decreased by:	Per Year \$5,000.00 (\$417.00 per month)
The New Contract Total Amount after this Addendum is:	Per Year \$23,000.00
	(\$1,917.00 per month)

AQUAGENIX

PRINT NAME

DATE

CUSTOMER

PRINT NAME

DATE



Aquagenix

A DBI SERVICES COMPANY

MANAGING YOUR ENVIRONMENTAL NEEDS

Special Service Agreement

Portico CDD - Lake Maintenance

C/O Rizetta and Company, Inc.
12750 Citrus Park Lane Suite 115
Tampa, FL 33625

Contact: Belinda Blandon Phone: (239) 936-0913

Proposal ID	Date	Terms
122612	1/22/2021	Balance Due 30 Days After Completion Of Work

We are pleased to quote special pricing as follows

Revenue needed for the following Tree Removal in marsh area - northside near wall.

Remove all North Carolina Willow - treat stumps with EPA registered herbicide by the label applications.

Haul all debris off site for proper disposal.

Quantity	Description	Taxable	Unit Price	Extended Price
1	Labor for Tree Removal	No	\$3,850.00	\$3,850.00
			SubTotal	\$3,850.00
			Tax	
			Grand Total	

This offer is good for twenty one (21) days from date of quote.
DO NOT PAY FROM THIS AGREEMENT - INVOICE TO FOLLOW

AQUAGENIX

PRINT NAME

DATE

CUSTOMER

PRINT NAME

DATE

BRANCH OFFICE

14250 Jetport Loop West | Fort Myers FL 33913 | Phone 239.561.1420 | Fax 239.561.2883

www.aquagenixaquatics.com

Contract Addendum

Issue Date: 1/28/2021
 Poritco CDD – Lake Maintenance
 Attention: Belinda Blandon
 C/O Rizetta and Company, Inc.
 1270 Citrus Park Lane Suite 115
 Tampa, FL 33625 (239) 936-0913
 Account Number 24388/2008410
 Effective Date:

This Addendum modifies the current agreement between Aquagenix and Portico CDD – Lake Maintenance. All of the standards of the original agreement apply to this addendum. With signed authorization, Aquagenix will provide the following:

Scope of Work: Add 2 visits per month to current schedule of 2 – visits

Waterway Number	Surface Cover	Perimeter
Lake #A1	1.60	1628
Lake #A2	3.60	2440
Lake #A3	0.90	860
Lake #A4	3.70	2,250
Lake #A5	1.90	1,200
Lake #A9	21.90	11,700
Lake #A10	3.50	2,280
Lake #B1	0.90	900
Lake #B2	10.80	5,620
Lake #C1	21.20	10,574
Lake #C4	5.96	2,843

Add/Delete: ADD

Visit Schedule: Four (4) times per month

The Total Contract Amt. Prior to this Addendum was: Per Year \$18,000.00 (\$1,500.00 per month)

The Total Amount will be Increased by:

4 Visits per year (adjacent to Lake 4-C) Add Marsh 4.7 Acres Per Year \$5,000.00 (\$417.00 per month)
 2 Add'l visits per month for Lakes Per Year \$18,000.00 (\$1,500.00 per month)

The New Contract Amt. After this Addendum is: Per Year \$41,000.00 (\$3,417.00 per month)

Aquagenix

Customer

Print Name

Print Name

Date

Date



Tab 6

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.

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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.

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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**

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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:

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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.

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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.

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