

**MINUTES
ROTONDA LAKES STREET & DRAINAGE
MUNICIPAL SERVICE BENEFIT UNIT (MSBU)**

**ADVISORY BOARD REGULAR MEETING
THURSDAY, AUGUST 6, 2025**

1:32 p.m. – 3:02 p.m.

**Mac V. Horton West County Annex, Room 120
6868 San Casa Drive, Englewood, Florida**

Members Present: Richard Maxson, Chair
Paul McGinley, Vice Chair
Joseph Finn
David Teitel

County Staff: Lorraine Moneypenny, Community Liaison

Guests: None

Call to Order / Roll Call:

The meeting was called to order at 1:32 p.m. A roll call was taken, and a quorum was present. Rhonda Hawes is absent and opts not to renew her position with term ending October 31, 2025. Her past service is appreciated.

Changes to the Agenda / Motion to Approve Changes:

None

Citizen Input on Agenda Items (3 Minute Limit):

None

Approval of Minutes:

The minutes from the February 7, 2025 regular meeting were approved unanimously as submitted. The November 14, 2024 were unanimously approved as submitted.

Unfinished Business:

- a. Maintenance of Streets & Drainage: Mr. Teitel said the sinkhole at 101 Apollo Drive is growing. Mr. McGinley moved that the County hold Quantum Fiber responsible for picking up (or at least bundling) the brush they cut here and there as they install; the debris left behind interferes with right-of-way mowing. Mr. Finn seconded, and the motion passed unanimously.

New Business:

- a. Rotonda Lakes Conservation Association Agreement 1999: Mr. Maxson stated that, per the Agreement (attached) between the County and the Rotonda Lakes Conservation Association (RLCA), RLCA mows and maintains landscaping in rights-of-way throughout the unit, including the Rotonda Boulevard East (RBE) median. But that is maintained by the Road & Bridge maintenance contract funded by the state gas tax. Board members discussed the history of the agreement, the prospect of scrapping it and starting new, and the trivial consequences of missing documentation. The county liaison presented a legal opinion from the County Attorney's Office, suggesting the contract might be corrected with a simple call to

the HOA. It must be determined whether the rights-of-way on either side of the median are covered by the gas tax too, and whether Rotonda Lakes ratepayers are paying twice for maintaining RBE. The Agreement stipulates also that RLCA provide the County with information about its vendor, equipment, and insurance. Mr. Maxson motioned that the community liaison call RLCA to urge the HOA to come into compliance with the Agreement on these matters, and on the matter of Rotonda Boulevard East. In the same conversation, she should ask the HOA to send a representative to the next MSBU meeting. Mr. McGinley seconded, and the motion passed 4:4.

- b. Financial Reports: The Advisory Board reviewed the FY25 second quarter fund financials report and maintenance activity report. Mr. Maxson noted that pipelining costs are higher than budgeted amounts.

Citizen Input on MSBU Items (3 Minute Limit):

None

Advisory Board Open Discussion:

None.

Schedule Meetings / Items for Next Agenda:

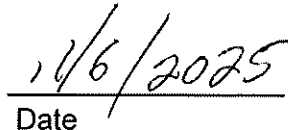
Future meetings are scheduled at 1:30 p.m. in the West County Annex Conference Room 120 as follows:

- Thursday, November 6, 2025

The meeting adjourned at 3:02 p.m.

Submitted by Lorraine Money Penny
Public Works Department


Chair Signature


Date

Rotonda Lakes Street and Drainage MSBU

Fund Financial Report

Oct. 1, 2024 - Sept. 30, 2025

Unaudited as of 9.30.25

	Actual FY2024	Adopted Budget FY2025	YTD Actual FY2025	Encumbered FY2025	Balance FY2025
Beginning Balance	\$1,824,378	\$1,900,487	\$2,221,741		
Revenues					
Assessments & Earnings	496,656	367,264	460,902		
Grant & Subsidy Revenue	-	-	-		
Loans & Borrowing	-	-	-		
Total Revenue	\$496,656	\$367,264	\$460,902		
Expenditures					
Contract Services	22,765	7,500	-	4,148	3,352
Pipe Lining	-	20,000	52,715	-	(32,715)
ROW Maintenance	-	-	-	-	-
ROW Reclamation	-	-	-	-	-
Speciality Mowing	22,345	26,618	13,820	5,480	7,318
Public Works Services	45,456	213,544	57,215	-	156,329
Internal Charges	1,336	2,490	2,490	-	-
Purchased Services	7,390	8,599	7,832	-	767
Materials and Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Services	-	-	-	-	-
Total Expenditures	\$99,293	\$278,751	\$134,072	\$9,628	\$135,050
Reserves (Ending Fund Balance)	\$2,221,741	\$1,989,000	\$2,548,571		
<i>Reserve %</i>	95.7%	87.7%	95.0%		

Date Prepared: 10/28/2025

Monthly Funding Report

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07/01/2025

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Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	57512	Brush Cutting		07/29/2025	12.00	816.88	0.00	157.92	0.00		974.80
	Work Order 57512 Total		142 CREVALLE RD, ROTONDA WEST, FL, 33947		12.00	816.88	0.00	157.92	0.00	300.00	974.80
	Brush Cutting Total										
	113451	Concrete Catch Basin Repair		07/01/2025	0.32	22.24	0.00	0.82	0.00		23.06
	Work Order 113451 Total		18 BUNKER TER, 07, READING, MA		0.32	22.24	0.00	0.82	0.00	68.00	23.06
	Concrete Catch Basin Repair Total										
	74091	Contracted - Landscaping		07/01/2025	0.00	0.00	0.00	0.00	800.00		800.00
	74091	Contracted - Landscaping		07/22/2025	0.00	0.00	0.00	0.00	800.00		800.00
	74091	Contracted - Landscaping		08/01/2025	0.00	0.00	0.00	0.00	800.00		800.00
	74091	Contracted - Landscaping		09/01/2025	0.00	0.00	0.00	0.00	800.00		800.00
	Work Order 74091 Total		West County Landscape Maintenance		0.00	0.00	0.00	0.00	3,200.00	0.00	3,200.00
	#24-030 Landscape Maintenance ROW - West County										
	Contracted - Landscaping Total										
	114977	Drainage Maintenance Re-grading		07/08/2025	52.00	3,572.98	0.00	487.92	0.00		4,060.90
	114977	Drainage Maintenance Re-grading		08/05/2025	0.00	0.00	1,440.00	0.00	0.00		1,440.00
	Work Order 114977 Total		115 APOLLO DR, ROTONDA WEST, FL		52.00	3,572.98	1,440.00	487.92	0.00	3,000.00	5,500.90
	Drainage Maintenance Re-grading Total										
	116050	GIS Update		07/16/2025	0.50	36.95	0.00	0.00	0.00		36.95
	Work Order 116050 Total		285 ANTIS DR, ROTONDA WEST, FL		0.50	36.95	0.00	0.00	0.00	4.00	36.95

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Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	120202	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120202 Total										18.48
			104 INGRAM BLVD, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	120220	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120220 Total										18.48
			107 OAKWOOD CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	120222	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120222 Total										18.48
			109 OAKWOOD CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	120223	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120223 Total										18.48
			111 OAKWOOD CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	125078	GIS Update		09/11/2025	0.50	36.95	0.00	0.00	0.00		36.95
	Work Order 125078 Total										36.95
			101 DANA WAY, ROTONDA WEST, FL, 33947		0.50	36.95	0.00	0.00	0.00	4.00	36.95
	125560	GIS Update		09/16/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 125560 Total										18.48
			103 LILYAN CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	GIS Update Total										166.30
	114951	Investigation		08/11/2025	0.25	18.94	0.00	0.00	0.00		18.94
	Investigation										113.61
				08/12/2025	1.50	113.61	0.00	0.00	0.00		113.61

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Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	Work Order 114951 Total		104 INGRAM BLVD, ROTONDA WEST, FL, 33947		1.75	132.55	0.00	0.00	0.00	1.00	132.55
	115047	Investigation		08/11/2025	0.25	18.94	0.00	0.00	0.00		18.94
	115047	Investigation		08/12/2025	1.50	113.61	0.00	6.24	0.00		119.85
	Work Order 115047 Total		107 OAKWOOD CT, ROTONDA WEST, FL, 33947		1.75	132.55	0.00	6.24	0.00	1.00	138.79
	118051	Investigation		09/15/2025	2.00	151.48	0.00	8.32	0.00		159.80
	Work Order 118051 Total		103 LILYAN CT, ROTONDA WEST, FL, 33947		2.00	151.48	0.00	8.32	0.00	1.00	159.80
	122229	Investigation		08/25/2025	1.00	75.74	0.00	4.16	0.00		79.90
	Work Order 122229 Total		102 OAKWOOD CT, ROTONDA WEST, FL, 33947		1.00	75.74	0.00	4.16	0.00	1.00	79.90
	122507	Investigation		08/26/2025	6.00	408.44	0.00	9.50	0.00		417.94
	Work Order 122507 Total		135 THELMA DR, ROTONDA WEST, FL, 33947		6.00	408.44	0.00	9.50	0.00	1.00	417.94
	126195	Investigation		09/19/2025	2.00	147.80	81.39	9.50	0.00		238.69
	Work Order 126195 Total		117 BEAU RIVAGE DR, ROTONDA WEST, FL, 33947		2.00	147.80	81.39	9.50	0.00	1.00	238.69
	Investigation Total				14.50	1,048.55	81.39	37.72	0.00	6.00	1,167.67
	72715	MSBU Administrative Work		07/18/2025	0.50	36.95	0.00	0.00	0.00		36.95
	72715	MSBU Administrative Work		07/25/2025	2.00	147.80	0.00	0.00	0.00		147.80
	72715	MSBU Administrative Work		08/12/2025	1.00	73.90	0.00	0.00	0.00		73.90

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Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	72715	MSBU Administrative Work		08/15/2025	1.00	73.90	0.00	0.00	0.00		73.90
	72715	MSBU Administrative Work		08/20/2025	1.50	110.85	0.00	0.00	0.00		110.85
	72715	MSBU Administrative Work		08/26/2025	0.50	36.95	0.00	0.00	0.00		36.95
	72715	MSBU Administrative Work		09/05/2025	1.50	110.85	0.00	0.00	0.00		110.85
	72715	MSBU Administrative Work		09/09/2025	1.00	73.90	0.00	0.00	0.00		73.90
	72715	MSBU Administrative Work		09/10/2025	0.50	36.95	0.00	0.00	0.00		36.95
		Administrative Time Total									
	72715	MSBU Administrative Work			9.50	702.05	0.00	0.00	0.00		702.05
	72715	MSBU Administrative Work		07/31/2025	1.50	110.85	0.00	0.00	0.00		110.85
	72715	MSBU Administrative Work		08/01/2025	0.75	55.43	0.00	0.00	0.00		55.43
	Work Order 72715 Total				11.75	868.33	0.00	0.00	0.00	77.00	868.33
	MSBU Administrative Work Total										
	117700	Sign Fabrication			11.75	868.33	0.00	0.00	0.00	77.00	868.33
	Work Order 117700 Total		WAHOO DR, ROTONDA WEST, FL, 33947	07/25/2025	10.00	721.50	539.66	68.40	0.00		1,329.56
					10.00	721.50	539.66	68.40	0.00	43.00	1,329.56
	118465	Sign Fabrication		07/30/2025	4.50	324.67	239.30	30.78	0.00		594.76
	Work Order 118465 Total		LEISURE PL, ROTONDA WEST, FL, 33947		4.50	324.67	239.30	30.78	0.00	18.00	594.76
	118467	Sign Fabrication		07/30/2025	1.93	138.96	80.74	13.17	0.00		232.87
	Work Order 118467 Total		7000 FLORIDA ST, PUNTA GORDA, FL, 33950		1.93	138.96	80.74	13.17	0.00	8.00	232.87

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Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	120986	Sign Fabrication		08/15/2025	8.50	613.28	452.19	58.14	0.00		1,123.61
	Work Order 120986 Total		BOXWOOD LN, ROTONDA WEST, FL, 33947		8.50	613.28	452.19	58.14	0.00	34.00	1,123.61
	121630	Sign Fabrication		08/19/2025	10.00	721.50	513.72	68.40	0.00		1,303.62
	Work Order 121630 Total		HOBO RD, ROTONDA WEST, FL, 33947		10.00	721.50	513.72	68.40	0.00	40.00	1,303.62
	122528	Sign Fabrication		08/26/2025	5.00	360.75	264.69	34.20	0.00		659.64
	Work Order 122528 Total		INDIGO RD, ROTONDA WEST, FL, 33947		5.00	360.75	264.69	34.20	0.00	20.00	659.64
	124763	Sign Fabrication		09/09/2025	1.00	72.15	73.55	6.84	0.00		152.54
	Work Order 124763 Total		REDWOOD RD, ROTONDA WEST, FL, 33947		1.00	72.15	73.55	6.84	0.00	4.00	152.54
	Sign Fabrication Total				40.93	2,952.81	2,163.86	279.93	0.00	167.00	5,396.60
	124416	Sign Maintenance		09/08/2025	4.00	267.44	0.00	10.38	0.00		277.82
	Work Order 124416 Total		INGRAM BLVD, PORT CHARLOTTE, FL, 33981		4.00	267.44	0.00	10.38	0.00	8.00	277.82
	124720	Sign Maintenance		09/09/2025	6.00	401.16	0.00	15.57	0.00		416.73
	Work Order 124720 Total		APOLLO DR, ROTONDA WEST, FL, 33947		6.00	401.16	0.00	15.57	0.00	18.00	416.73
	124905	Sign Maintenance		09/10/2025	19.00	1,270.34	0.00	49.30	0.00		1,319.65
	Work Order 124905 Total		INGRAM BLVD, ROTONDA WEST, FL, 33947		19.00	1,270.34	0.00	49.30	0.00	48.00	1,319.65

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Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	124931	Sign Maintenance		09/10/2025	1.00	64.78	0.00	5.19	0.00		69.97
	Work Order 124931 Total										69.97
			100 RED CEDAR PARK, Charlotte, FL, 33947		1.00	64.78	0.00	5.19	0.00	4.00	69.97
	126896	Sign Maintenance		09/23/2025	8.00	534.88	0.00	20.76	0.00		555.64
	Work Order 126896 Total										555.64
			189 JADE ST, Charlotte, FL, 33947		8.00	534.88	0.00	20.76	0.00	16.00	555.64
	127449	Sign Maintenance		09/26/2025	8.00	551.52	0.00	41.52	0.00		593.04
	Work Order 127449 Total										593.04
			255 ALBATROSS RD, Charlotte, FL, 33947		8.00	551.52	0.00	41.52	0.00	26.00	593.04
	Sign Maintenance Total										3,232.85
	126892	Support (Post) Maintenance		09/23/2025	4.00	267.44	52.87	10.38	0.00		330.69
	Work Order 126892 Total										330.69
			117 ENGLEWOOD CT, Charlotte, FL, 33947		4.00	267.44	52.87	10.38	0.00	6.00	330.69
	Support (Post) Maintenance Total										330.69
	65312	Vacuum Culvert Cleaning		07/15/2025	22.00	1,546.38	0.00	467.12	0.00		2,013.50
	Work Order 65312 Total										2,013.50
			412118458011, 307 ANTIS DR, ROTONDA WEST, FL		22.00	1,546.38	0.00	467.12	0.00	11.00	2,013.50
	66515	Vacuum Culvert Cleaning		08/19/2025	12.50	913.68	0.00	237.72	0.00		1,151.40
	Work Order 66515 Total										1,151.40
			156 YELLOW PINE DR, ROTONDA WEST, FL, 33947		12.50	913.68	0.00	237.72	0.00	5.00	1,151.40
	71790	Vacuum Culvert Cleaning		08/20/2025	4.00	277.36	0.00	91.76	0.00		369.12
	Work Order 71790 Total										369.12
				09/02/2025	0.50	39.89	0.00	0.00	0.00		39.90

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Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	Work Order 71790 Total		103 REDWOOD RD, ROTONDA WEST, FL, 33947		4.50	317.25	0.00	91.76	0.00	3.00	409.02
	106534	Vacuum Culvert Cleaning		08/22/2025	6.00	416.04	0.00	137.64	0.00		553.68
	106534	Vacuum Culvert Cleaning		09/02/2025	0.50	39.90	0.00	0.00	0.00		39.90
	Work Order 106534 Total		118 GREEN PINE PARK, ROTONDA WEST, FL, 33947		6.50	455.94	0.00	137.64	0.00	1.00	593.58
	124925	Vacuum Culvert Cleaning		09/11/2025	11.00	773.19	0.00	229.40	0.00		1,002.59
	Work Order 124925 Total		101 DANA WAY, ROTONDA WEST, FL, 33947		11.00	773.19	0.00	229.40	0.00	5.00	1,002.59
	Vacuum Culvert Cleaning Total				56.50	4,006.43	0.00	1,163.64	0.00	25.00	5,170.09
	Rotonda Lakes Street and Drainage Unit Total				240.25	16,812.05	3,738.12	2,281.06	3,200.00		26,031.29

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
Grand totals for all MSBUs reported											
					240.25	16,812.05	3,738.12	2,281.06	3,200.00		26,031.29

Vacant Right-of-Way



(Not To Scale)

Metadata available upon request

— Vacant ROW = 53 acres

This map is a representative of completed public information. It is believed to be an accurate and true depiction for the stated purpose, but Charlotte County and its employees make no guarantee, implied or otherwise, to the accuracy, or completeness. We therefore do not accept any responsibility for its use. This is not a survey or it is to be used for design. Refused Questions are for informational purposes only and may have been rounded to the nearest tenth. For further information, please refer to recorded state and federal documents.

XREF Resolution 980590AD
Charge BCC

AGREEMENT
2000-018

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 1776 PAGE 1169
RECORDED 03/14/00 @ 12:16 PM
FILE NUMBER 713057
RECORDING FEE 42.00

THIS AGREEMENT is made and entered into this 27 day of December, 1999, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida (hereinafter "County"), and Rotonda Lakes Conservation Association, Inc., PO Box 520, Placida, FL 33946 (hereinafter "HOA").

WITNESSETH:

WHEREAS, County has responsibility for maintenance of the County road system, which includes County rights-of-way; and

WHEREAS, County is authorized to contract with private entities for performance of some of its activities in connection with the maintenance of the County road system and rights-of-way; and

WHEREAS, HOA is a homeowners' association, organized and existing under the provisions governing homeowners' associations in Chapter 617, Florida Statutes; and

WHEREAS, HOA desires to provide mowing and trimming services in certain County rights-of-way located within the boundaries of the community subject to HOA's declaration of covenants, in accordance with Chapter 617, Florida Statutes;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Purpose. The purpose of this Agreement is for HOA to provide for mowing and trimming services in the County rights-of-way located within the boundaries of the HOA community subject to HOA's declaration of covenants, in accordance with Chapter 617, Florida Statutes (hereinafter referred to as "the HOA Community").

2. Duties of HOA. For one dollar (\$1.00) and other good and valuable consideration, HOA shall provide the following information and services to County:

A. HOA shall provide, at its own expense mowing and trimming services in the rights-of-way depicted in the map(s) contained in Exhibit "A," which is attached hereto and incorporated herein by this reference, in accordance with the provisions of this Agreement and the requirements contained in the Technical Specifications contained in Exhibit "A." HOA shall provide such mowing and trimming services in accordance with any OSHA, EPA, or other County, State of Florida, or federal rules, regulations or requirements applicable to the performance of such mowing and trimming services. The frequencies for performance of services contained in Exhibit "A" shall constitute the minimum level of

services to be provided by HOA under this Agreement. HOA may increase the frequency of cycles of any services provided hereunder upon prior written notice to County. Any reduction of services or addition of services shall require a written amendment to this Agreement.

B. HOA shall provide County copies of its articles of incorporation, and any other documents created and retained by HOA in accordance with the provisions of Chapter 617, Florida Statutes, governing homeowners' associations, concurrent with HOA's execution of this Agreement.

C. HOA shall provide County a copy of documentation evidencing the authority of the representative of HOA executing this Agreement to perform the execution of this Agreement on behalf of HOA, concurrent with HOA's execution of this Agreement.

3. Term/Termination. The term of this Agreement shall begin on the date and year first above written, and shall expire on September 30, 2000, unless otherwise terminated in accordance with the provisions of this Agreement. At the expiration of the initial or any renewal term of this Agreement, this Agreement shall automatically renew for a successive one-year term, unless either party provides written notice to the other of its intent not to renew by the March 1 preceding the expiration of the then current term. In any event, County may terminate this Agreement without cause upon thirty (30) days' written notice to HOA of its intention to terminate. County may also terminate this Agreement for breach or failure of HOA to comply with any of the terms and provisions of this Agreement immediately upon written notice to HOA of such breach or failure to comply.

4. Subcontractors. HOA may subcontract the mowing and/or trimming services required under this Agreement to a subcontractor approved by the County Administrator of County, or his/her designee, which approval shall not be unreasonably withheld. It shall be the responsibility of HOA under this Agreement to assure that any subcontractor complies with any OSHA, EPA or other County, State of Florida, or federal rules, regulations, or requirements that apply to the performance of services to be provided by HOA under this Agreement. HOA shall also be responsible to require and insure that any subcontractor performing mowing and/or trimming services complies with the provisions of this Agreement and the Technical Specifications attached hereto in Exhibit "A" in the performance of such mowing and/or trimming services. HOA shall provide County with copies of any notice of award of contract it issues to a subcontractor and any agreement it enters into with a subcontractor within ten (10) days of the execution of the issuance of such notice of award or execution of agreement by all parties, whichever is applicable.

5. Notices. In the event either party hereunder desires or is required to provide any notice to the other party, the party desiring or required to provide such notice shall

provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to County: County Administrator
18500 Murdock Circle
Port Charlotte, FL 33948

With a copy to: MSBU /TU District Representative
Public Works Division
7000 Florida Street
Punta Gorda, FL 33950

If to HOA: President
Rotonda Lakes Conservation Association, Inc.
PO Box 520
Placida, FL 33946

6. Indemnification. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, HOA shall indemnify, defend, save and hold harmless the County and all of its officers, agents or employees from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by HOA or its subcontractors, agents, or employees or due to any negligent act, or occurrence of omission or commission of HOA, its subcontractors, agents or employees. Neither HOA nor any of its subcontractors, agents, or employees will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees.

7. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

8. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

10. Florida Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.

11. Insurance. HOA shall procure and maintain throughout the term of this Agreement a policy of general liability insurance approved by Risk Manager of County. Such insurance shall insure against claims for injuries to persons or damages to property which may arise from or in connection with the performance of HOA's duties under this Agreement by HOA, its agents, representatives, employees, or subcontractors. The limits of such policy shall be no less than Three Hundred Thousand Dollars (\$300,000). HOA shall provide a certificate of insurance to County evidencing the insurance required herein within ten (10) days of the beginning of the term of this Agreement; however, in the event HOA hires a subcontractor to perform the mowing and/or trimming services under this Agreement, HOA shall be required to provide the certificate of insurance within (10) days of the issuance of a notice of award of contract by HOA to the applicable subcontractor, or within ten (10) days of the date of an agreement between HOA and the applicable subcontractor, whichever is earlier. Any certificate provided hereunder shall be signed by a person authorized by the insurer to bind coverage on behalf of the insurer. HOA and County shall be shown as named insureds on such certificate.

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

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Parula D. Baumgardner
Title: Asst. Co. Attorney
Date: 2-25-00

Approved as to form and legal sufficiency:

By: Renee Francis Lee
Renee Francis Lee, County Attorney

Rotonda Lakes Conservation Association, Inc.

By: John F. McElroy
Title: President
Date: 1-26-00

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LR97-101

12/27/99

EXHIBIT "A"

TECHNICAL SPECIFICATIONS FOR MOWING AND TRIMMING SERVICES

TS-01 SCOPE OF SERVICES: HOA shall be responsible for mowing and trimming all the road and drainage rights-of-way and all outfall/drainage easements, back yard ditches, and all bridge approaches and slopes as indicated on the attached maps. The mowing and trimming of the bridge slopes and approaches must coincide with the mowing and trimming of the roadway rights-of-way, with no more than seven (7) calendar days separating the two operations.

TS-02 MOWING AND TRIMMING SCHEDULE: Prior to commencing services, HOA shall meet with the County Administrator, or his/her designee, at which time, HOA shall submit its proposed mowing and trimming schedule. The County Administrator, or his/her designee, shall review such schedule, and provide written approval if the schedule is satisfactory. Such approval shall not be unreasonably withheld. If the mowing and trimming schedule is not satisfactory to the County Administrator, or his/her designee, HOA shall revise the schedule in order to obtain the reasonable approval of the County Administrator, or his/her designee. Once the mowing and trimming schedule is approved by County, any modification of the approved schedule shall be made only in accordance with Section 2.A. of this Agreement.

TS-03 GENERAL CONDITIONS:

A. In the provision of mowing and trimming services, HOA shall comply with standards specified in the Manual of Uniform Traffic Control Devices, adopted by the State of Florida, and any and all applicable safety standards promulgated by any appropriate governmental agency including, but not limited to, Section 3-9-97 of the Charlotte County Code, entitled "Visibility at Road Intersections," or any other similar provisions of the Charlotte County Code which the County may adopt. HOA shall supplement, as it deems appropriate, any safety apparatus to protect its employees, agents, subcontractors, and the general public. In addition, HOA shall remove from the roadway any debris, trash, clippings or other materials generated by HOA's mowing and trimming operations, that could be or become a safety hazard to the traveling public, or if directed by a County representative or employee.

B. All mowers and equipment used to provide mowing and trimming services shall be equipped with suitable safety devices to prevent stones or other foreign matter from being propelled in any direction from the cutting or trimming. HOA must submit a complete listing of equipment currently owned by or under lease agreement to HOA or its subcontractors. Equipment must be in HOA's or its subcontractors' possession and be substantiated as to ownership by written bill of sale or duly executed lease, or lease-purchase agreement. All

equipment must be available for inspection by County within 48 to 72 hours of execution of this Agreement, or on the date HOA issues a notice of award of contract, or enters into an agreement with a subcontractor to provide the services hereunder, whichever is later, and shall be sufficient to meet the requirements of this Agreement, in the sole discretion of County. Equipment must be located no more than one hour's travel time from the HOA community.

C. HOA shall be responsible for all damages to property or persons caused by its agents, employees, or subcontractors in the performance of services under this Agreement. HOA shall be responsible for the protection of, and shall bear the cost of repair or replacement of any damage done by the provision of mowing and trimming services, and for the protection of, and repair or replacement of, all signs, mailboxes, water meters or other utilities and appurtenances while providing services under this Agreement.

Unless otherwise noted herein, all repairs made by HOA to any real or personal property shall be begun by HOA within one week of the damage necessitating the repair, and shall be completed within a reasonable time and in accordance with County standards. HOA shall immediately repair or immediately cause to be repaired stop signs which are damaged by the provision of mowing and trimming services. In the event HOA does not conduct repairs as required under this provision, County may, at its option, conduct the repairs and invoice HOA for any time and materials required for repair or replacement of damaged property, which invoices shall be paid by HOA within thirty (30) days. Any reasonable claim of damage not properly addressed by HOA under this paragraph shall be reason for termination of this Agreement by County.

D. During mowing or trimming operations, HOA shall inspect the area ahead of the applicable operation and list in writing all existing damaged signs, utilities, mailboxes or other facilities in the area. This list must be conveyed to County prior to beginning mowing and trimming services for the specific area. In the event there is damage in a mowing or trimming operation area and HOA has not provided a list for that area, it will be in County's sole discretion to determine the cause for each occurrence of damage.

E. HOA shall take due care in the operation of its equipment during the provision of services under this Agreement. In the event there is damage to a swale area that is deemed by County to have been avoidable, HOA shall repair or cause to be repaired such damage within twenty (20) days at its expense, and to the satisfaction of County. In the event HOA does not conduct repairs as required under this provision, County may, at its option, conduct the repairs and invoice HOA for any time and materials required for repair or replacement of damaged property, which invoices shall be paid by HOA within thirty (30) days. Any repair not properly addressed by HOA under this paragraph shall be reason for termination of this Agreement by County.

F. HOA shall be required to cut grass to not higher than three inches (3") in height. Mowing height will be determined by adjusting mower deck height so that the cutting edge of the mower blade is three inches (3") above a plane surface, when stopped on a paved surface. Mowing of rights-of-way shall include mowing of grass growing through pavement, if applicable.

G. Mowing and trimming shall be a continuous operation in accordance with the mowing and trimming schedule approved by County. On the initial cutting cycle, mowing and trimming shall commence at either, or both extremities of the area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless County specifically authorizes POA to change the pattern. Mowing and trimming will be scheduled by area, so as to maximize the benefit, and preclude the repeat mowing and trimming in an area just completed. The mowing and trimming cycles will fall in a time frame so that they will be at least seven (7) weeks apart, and no more than nine (9) weeks apart, based upon four (4) cycles per season. It is understood that this cannot be achieved between the December and June cycles. Additional cycles, or less cycles will require adjustment to the allotted time frame by County.

H. Mowing and trimming an entire right-of-way will include mowing the bridge slopes, approach slopes and trimming under guardrails and areas around bridge structures not accessible by mower. All mowing and trimming shall be accomplished with the appropriate type equipment and mower (boom-arm, flail, slope mower, etc.) for such an operation, that will not gouge, scalp, or otherwise damage the right-of-way or slope. Any damage will be repaired by HOA at no cost to County. Guardrails will be trimmed underneath and from the edge of the roadway or sidewalk/bike path to approximately one foot (1') behind guardrail posts.

I. HOA is not required to mow or trim the swale areas adjacent to occupied lots which are mowed and trimmed by the lot owner or occupier.

J. County reserves the right to add or delete any road(s) during the term of this Agreement. Additions and/or deletions will be within the HOA community, and will be made by an Amendment to the Agreement.

K. HOA shall locate and inspect the drainage outfalls prior to commencing mowing and trimming services under the Agreement. HOA shall also mow all drainage outfalls which have been sufficiently cleared to mow and trim. County may, at the request of HOA and at County's sole discretion, delete specific drainage outfalls from the mowing and trimming.

TS-04 CYCLES PER AREA:

For purposes of this Agreement, "fiscal year" shall mean the October 1 of any year through the following September 30.

Mowing and trimming for the rights-of-way within the HOA community as listed in this Exhibit "A" shall be in accordance with the following schedule:

For a fiscal year beginning October of the applicable year of the term of this Agreement, through September of the following year:

- Cycle I shall be conducted in the month of October
- Cycle II shall be conducted in the month of February
- Cycle III shall be conducted in the month of April
- Cycle IV shall be conducted in the month of May
- Cycle V shall be conducted in the month of June
- Cycle VI shall be conducted in the month of July
- Cycle VII shall be conducted in the month of August
- Cycle VIII shall be conducted in the month of September