



Your Community.  
Our Commitment.

# **PANTHER TRACE II**

## **COMMUNITY DEVELOPMENT DISTRICT**

***Advanced Meeting Package***

***Regular Meeting***

***Date/Time:***  
***Monday***  
***February 23, 2026***  
***6:30 p.m.***

***Location:***  
**Panther Trace II Clubhouse**  
**11518 Newgate Crest Drive,**  
**Riverview, FL 33579**

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

**PANTHER TRACE II**  
**COMMUNITY DEVELOPMENT DISTRICT**  
c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
321-263-0132

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Board of Supervisors  
**Panther Trace II Community Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Panther Trace II Community Development District is scheduled for **Monday, February 23, 2026** at **6:30 p.m.** at **Panther Trace II Clubhouse – 11518 Newgate Crest Drive, Riverview, FL 33579.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact the District Manager at (321) 263-0132 X 536 or [hbeckett@vestapropertyservices.com](mailto:hbeckett@vestapropertyservices.com). We look forward to seeing you at the meeting.

Sincerely,

*Heath Beckett*

Heath Beckett  
District Manager

CC: Attorney  
Engineer  
District Records





## PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT

Meeting Date: Monday, February 23, 2026  
Time: 6:30 p.m.  
Location: Panther Trace II Clubhouse  
11518 Newgate Crest Drive,  
Riverview, FL 33579

### AUDIO ONLY

Dial-in Number: 1-904-348-0776  
Phone Conference ID: 684 257 747#

## Agenda

*The full draft agenda packet may be requested no earlier than 7 days prior to the meeting date by emailing [sconley@vestapropertyservices.com](mailto:sconley@vestapropertyservices.com)*

### FIRST ORDER OF BUSINESS:

### ROLL CALL

Supervisors	Present	Teams	Absent
Clint Miner (1-VC)			
David Steppy (2)			
Jeffrey Spiess (3-C)			
Geri Peterkin (4)			
Steven Russell (5)			

### Staff/Vendors

Heath Beckett, Vesta District Services  
Anna Ramirez, Panther Trace II Facilities Director  
Michael Broadus, Straley, Robin, Vericker  
Tyson Waag, Stantec  
Matt Remson, Remson Aquatics  
David Manfrin, LMP

### SECOND ORDER OF BUSINESS:

### PLEDGE OF ALLEGIANCE

### THIRD ORDER OF BUSINESS:

### AUDIENCE COMMENTS – AGENDA ITEMS

*(See Comments Policy Below)*

**Comments Policy:** *Comments will be heard from anyone physically present (limited to 3 minutes per individual) or they may be emailed to the District Manager at least 48 hours prior to the meeting ([hbeckett@vestapropertyservices.com](mailto:hbeckett@vestapropertyservices.com) & [sconley@vestapropertyservices.com](mailto:sconley@vestapropertyservices.com))*

### FOURTH ORDER OF BUSINESS:

### OPERATIONS AND MAINTENANCE

- A. Presentation of Aquatic Maintenance Report – *Matt Remson, Remson Aquatics* **EXHIBIT 1**
- B. Presentation of Landscape Maintenance Report – *David Manfrin, LMP*
- C. Presentation of District Counsel Report – *Michael Broadus, Straley, Robin, Vericker*
- D. Presentation of District Engineer Report – *Tyson Waag, Stantec*

### FOURTH ORDER OF BUSINESS:

### OPERATIONS AND MAINTENANCE (Continued)

- E. Presentation of District Manager Report – *Heath Beckett, Vesta District Services*
  - 1. Review of Tickler List **EXHIBIT 2**
  - 2. Presentation of Traffic Data **EXHIBIT 3**
- F. Presentation of Facilities Report – *Anna Ramirez, Facilities Director* **EXHIBIT 4**
  - a. Consideration of Access Card Proposal(s) *UNDER SEPARATE COVER*
  - b. Consideration of Infrared Camera Proposal(s) *UNDER SEPARATE COVER*



**FIFTH ORDER OF BUSINESS:**

**CONSENT AGENDA**

- A. Approval of the Minutes of the Board of Supervisors Regular Meeting Held January 26, 2026 [EXHIBIT 5](#)
- B. Acceptance of the January 2026 Unaudited Financial Statement [EXHIBIT 6](#)
- C. Ratification of Approval of Tennis/Pickleball Court and Playground Gate and Fence Repair Proposal – NTE \$3,105.00 [EXHIBIT 7](#)
- D. Ratification of LMP Landscape and Irrigation Maintenance Agreement [EXHIBIT 8](#)

**SIXTH ORDER OF BUSINESS:**

**SUPERVISOR REQUESTS** *(Includes Next Meeting Agenda Items)*

**SEVENTH ORDER OF BUSINESS:**

**AUDIENCE COMMENTS – NEW BUSINESS**  
*(See Comments Policy Above)*

**EIGHTH ORDER OF BUSINESS:**

**NEXT MEETING QUORUM CHECK**

	In Person	Virtually	Not
Clint Miner (1-VC)			
David Steppy (2)			
Jeffrey Spiess (3-C)			
Geri Peterkin (4)			
Steven Russell (5)			

**Monday, March 23, 2026**  
**at 6:30 p.m.**  
*Panther Trace II Clubhouse*  
*11518 Newgate Crest Drive,*  
*Riverview, FL 33579*

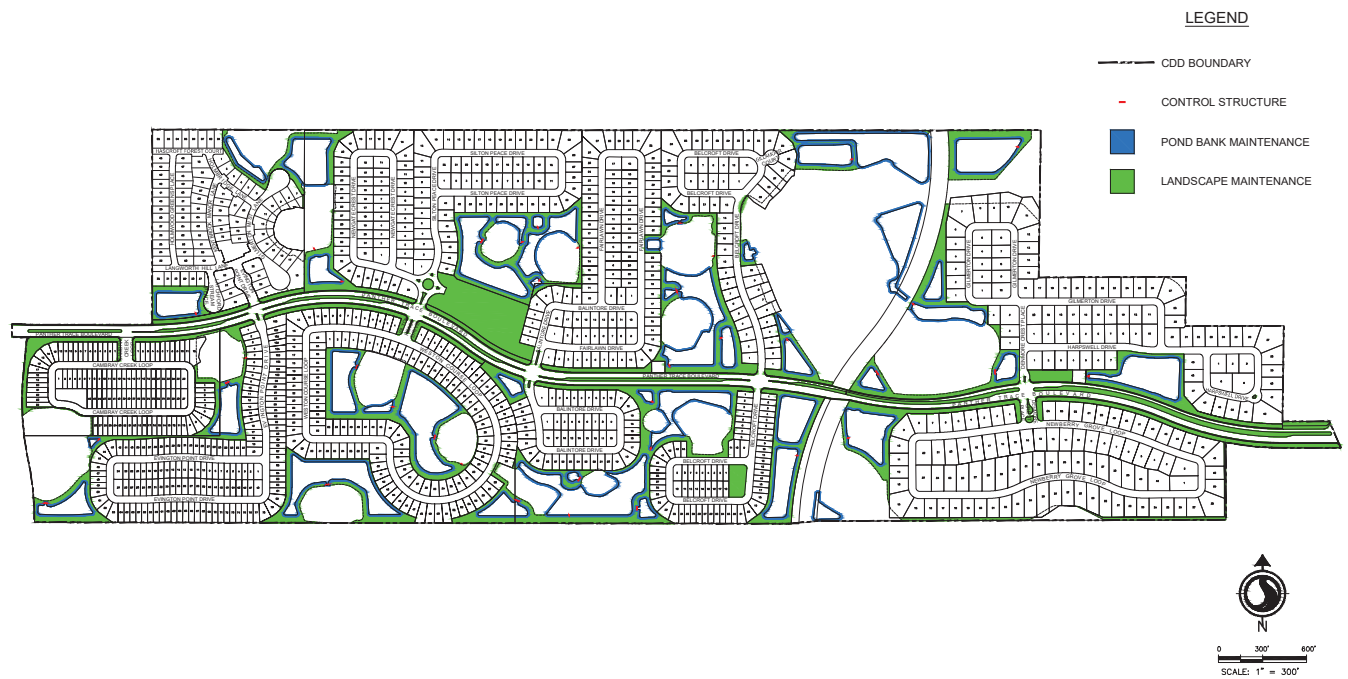
**NINTH ORDER OF BUSINESS:**

**ACTION ITEMS SUMMARY**  
*(To be Included in the Meeting Minutes)*

**TENTH ORDER OF BUSINESS:**

**ADJOURNMENT**





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<div>Revision</div> <table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>																																																<div>Form/Scale</div> <div></div>				<div>Consultants</div> <div></div>				<div><div><div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div></div><div></div></div><div><div></div><div></div></div></div><div><div>Stantec</div><div>Stantec Consulting Services Inc.</div><div>2224 North 22nd Street</div><div>Tampa, Florida 33605</div><div>www.stantec.com</div><div>FL ID: # LC-000176</div></div><div><div>The Contractor shall verify and be responsible for all dimensions. Do not scale the drawing and make corrections or modifications to Stantec without a field check.</div><div>The copyright is the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is prohibited.</div></div></div>				<div><div>Client/Project</div><div>PANTHER TRACE II CDD</div></div> <div><div>PANTHER TRACE II</div><div>215480245 MAINTENANCE MAP</div></div> <table><tr><th>NO.</th><th>DATE</th><th>BY</th><th>CHKD.</th></tr><tr><td>1</td><td>11/11/16</td><td></td><td></td></tr><tr><td>2</td><td>11/14/16</td><td></td><td></td></tr></table>				NO.	DATE	BY	CHKD.	1	11/11/16			2	11/14/16			<div><div>Title</div><div>MAINTENANCE MAP</div></div> <table><tr><th>Project No.</th><th>Scale</th></tr><tr><td>215480245</td><td>1" = 300'</td></tr></table> <table><tr><th>Drawing No.</th><th>Sheet</th><th>Revision</th></tr><tr><td>X03</td><td>1 of 1</td><td>0</td></tr></table>				Project No.	Scale	215480245	1" = 300'	Drawing No.	Sheet	Revision	X03	1 of 1	0
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# EXHIBIT 1





# **Panther Trace II**

## **Water Way Inspection Report**

Prepared by:

Remson Aquatics LLC, Riverview FL

Matthew Remson Environmental Scientist

11207 Remson Lane, Riverview, FL 33578

Cell: 813-748-2433 Office: 813-671-2851





## Pond: 1

### Comments:

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



## Pond: 2

### Comments:

There were little to no algae blooms, and no torpedo grass or shoreline vegetation was present during this maintenance event.

Liter and debris were removed.





Pond: 3

**Comments:**

There were little to no algae blooms, and no torpedo grass or shoreline vegetation was present during this maintenance event.

Liter and debris were removed.



Pond: 4

**Comments:**

Algae blooms were present and treated.

Liter and debris were removed.



## Pond: 5

**Comments:**

Algae blooms were present and treated.

Patches of grass are diminishing from recent treatments. Any new growth present was treated.

Liter and debris were removed.



## Pond: 6

**Comments:**

Underwater weeds (common pond weeds) were present and treated.

Algae blooms were present and treated.

Liter and debris were removed.



Pond: 7

**Comments:**

Algae blooms were present during this maintenance event.

Liter and debris were removed.



Pond: 8

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



Pond: 9

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.



Pond: 10

**Comments:**

Almost fully dry

Liter and debris were removed.





Pond: 11

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



Pond: 12

**Comments:**

Little to no Torpedo grass, Algae blooms or shoreline vegetation was present during this maintenance event.

Underwater weeds were present and treated.

Liter and debris were removed.



Pond: 13

**Comments:**

Underwater weeds were present and treated.

Algae blooms were present and treated.

Liter and debris were removed.



Pond: 14

**Comments:**

Almost fully dry

Liter and debris were removed.



## Pond: 15

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Primrose was present and treated at this maintenance event.

Liter and debris were removed.



## Pond: 16

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.





Pond: 17

**Comments:**

Algae blooms were found under the water table and were treated.

Premature torpedo grass was present and treated.

Liter and debris were removed.



Pond: 18

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



Pond: 19

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.



Pond: 20

**Comments:**

Little to no Torpedo grass, Algae blooms or shoreline vegetation was present during this maintenance event.

Liter and debris were removed.



Pond: 21

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



Pond: 22

**Comments:**

Algae blooms and underwater weeds were found under the site and were treated.

Liter and debris were removed.





Pond: 23

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



Pond: 24

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and Debris were removed.



## Pond: 25

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.



## Pond: 26

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and Debris were removed.



Pond: 27

**Comments:**

Torpedo grass was present and treated during this maintenance event.

Algae blooms were present and treated.

Liter and debris were removed.



Pond: 29

**Comments:**

Underwater weeds (Hydrilla) were present and treated during this maintenance event.

Will return in 14 days for another treatment.





Pond: 30

**Comments:**

Algae blooms were present and treated.

We will return in 14 days for another treatment.



Pond: 31

**Comments:**

Treated for underwater weeds and emergent species.





## Pond: 32

**Comments:**

Algae blooms were present and treated.

Torpedo grass was present and treated.

Liter and debris were removed.



## Pond: 33

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Underwater weeds (hydrilla) were present and treated during this maintenance event.

Liter and debris were removed.



Pond: 34

**Comments:**

Algae blooms were present and treated during this maintenance event.

Almost dry.

Liter and debris were removed.



Pond: 35

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



Pond: 36

**Comments:**

Torpedo grass was present and treated during this maintenance event.

Littoral shelf dry

Liter and debris were removed.



Pond: 37

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.





Pond: 38

**Comments:**

Almost dry.

Treated for torpedo grass.

Liter and debris were removed.



Pond: 39

**Comments:**

Algae blooms were present during this maintenance event.

Torpedo grass was present and treated during this maintenance event.

Liter and debris were removed.



## Panther Trace II Stormwater Map



## Lake/Pond Recommendations and Summary

We conducted our aquatic inspection and maintenance activities on February 2<sup>nd</sup>, 2026. This report provides an overview of our findings and the subsequent actions taken.

As the seasons change and temperatures fall, we can expect to see improved results from herbicide applications. Ponds are beginning to look much better, but are also losing volume due to a lack of rain events. We will be proactive and continue to retreat throughout the month if necessary.

**Notable Observations:** The following ponds exhibited more significant growth than typically observed across the community:

- Ponds with Underwater Weeds and Algae (e.g., Hydrilla, Baby Tears): Ponds 11, 13, 21, 22, 30, 33,
- Ponds with Torpedo Grass and Shoreline Vegetation: Ponds 29

**Follow-Up Actions:** We will schedule a follow-up visit 14 days from the initial treatment date to reassess and, if necessary, retreat the identified ponds.

**Debris Removal:** During this maintenance event, our team successfully removed approximately 30 pounds of litter and debris from the inspected areas.



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# EXHIBIT 2



## **Panther Trace II Community Development District**

Tickler File (in no particular order)

1. Balm Riverview/Panther Trace Blvd. N.E. Entrance Signage
2. Monument Landscape Improvements
3. Clubhouse Landscape Improvements
4. Landscape Replacement Warranty
5. Sprinkler Head Covers
6. Pond Dredging
7. OLM Inspections
8. Batting Cage Turf
9. LMP Proposal #367463 to Sod Tennis Court Perimeter - \$1,740.00
10. Survey community for capital improvement projects







# EXHIBIT 3

# PENDING





# EXHIBIT 4





**Panther Trace II Community Development District (CDD)**

**Monday, February 23, 2026**

**Clubhouse Operations:**

- Clubhouse Office Operating Regular Hours with Extended Hours if Requested.
- Pool Hours: Remains Closed

**Community Events:**

- Kids Bingo: Sunday, March 15<sup>th</sup> 1pm-3pm
- Annual Community Spring Fling with Egg Hunt: Saturday, April 4th

**Monthly Proposals:**

- New Access Card System

**Pending:**

- Monument Beautification

**Remson Aquatics Water Way Inspection Report LMP Reports:**

- Detailed Weekly Landscape Report (none)
- Landscape Proposals (none)
- Monthly Irrigation Report

**Maintenance/Grounds:**

- Reported Landscape Issues to LMP
- Reported Aquatic Issues to Remson
- Fence Around Batting Cages Repaired
- Pool Shower Repaired

**Email Distribution List:**

965

**Programs Update:**

- Girl Scouts Every other Wednesday and Thursday during School Year
- Bible Study Every Tuesday

**Repairs or Replacements Pending:**

- Tennis/Batting Cages Gate Repair and Replace





# EXHIBIT 5



1 **MINUTES OF MEETING**

2 **PANTHER TRACE II**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Panther Trace II Community  
5 Development District was held on Monday, January 26, 2026 at 6:30 p.m., at the Panther  
6 Trace II Clubhouse, 11518 Newgate Crest Drive, Riverview, FL 33579. The actions taken are  
7 summarized as follows:

8 **FIRST ORDER OF BUSINESS:**

**ROLL CALL**

9 Mr. Beckett called the meeting to order and conducted roll call.

10 Present and constituting a quorum were:

11 Clint Miner (S1)	Board Supervisor, Vice Chair
12 Jeffrey Spiess (S3)	Board Supervisor, Chair
13 David Steppy (S2)	Board Supervisor, Assistant Secretary
14 Geri Peterkin (S4)	Board Supervisor, Assistant Secretary
15 Steven Russell (S5)	Board Supervisor, Assistant Secretary

16 Also present were:

17 Heath Beckett	District Manager, Vesta District Services
18 Anna Ramirez	Facilities Director
19 Michael Broadus	District Counsel, Straley, Robin, Vericker (Virtually)
20 Matt Remson	Account Manager, Remson Aquatics
21 David Manfrin	Account Manage, LMP
22 Neil McFadden	Business Developer, ASI
23 Jeff Myers	Branch Manager, ASI
24 Joe Chiellini	CEO/Founder ASI
25 Garth Rinard	Tampa East Branch Manager, LMP
26 David Manfrin	Account Manager, LMP
27 David Lucadano	RedTree Landscape Systems
28 Pete Lucadano	RedTree Landscape Systems

29 **SECOND ORDER OF BUSINESS:**

**PLEDGE OF ALLEGIANCE**

30 **THIRD ORDER OF BUSINESS:**

**AUDIENCE COMMENTS – AGENDA ITEMS**

31 There being none, the next item followed.

32 *Discussion moved to V.A. Presentation of Aquatic Maintenance Report before proceeding*  
33 *to the next Order of Business.*

34 **FOURTH ORDER OF BUSINESS:**

**LANDSCAPE AND IRRIGATION MAINTENANCE  
35 SERVICES**

36 A. Presentation of Bids Responsive to Landscape and Irrigation Maintenance  
37 Services Request For Proposals

Representatives from ASI (Yardnique), LMP (Juniper) and RedTree Landscape were given the opportunity to present their proposal and respond to Supervisor questions.

B. EXHIBIT 1: Evaluation and Ranking of Landscape and Irrigation Maintenance Services Bids

➤ Project Manual *(For Reference Purposes)*

Supervisors discussed their impressions of the proposals. Utilizing the evaluation criteria presented in the project manual, Supervisors evaluated and scored the three bids with the lowest average pricing for three years. Board consensus was to rank the three bids as follows:

1. ASI (98.77)
2. LMP (97.63)
3. RedTree (82.40)

C. Approval of Bid Ranking, and Authorization of Staff to Enter Negotiations With Top-Ranked Respondent for Landscape and Irrigation Maintenance Services and for Chair to Execute Agreement

On a MOTION by Supervisor Steppy, SECONDED by Supervisor Spiess, WITH ALL IN FAVOR, the Board approved the bid ranking, and authorized staff to enter negotiations with ASI, the top-ranked respondent, for landscape and irrigation maintenance services and authorized the Chair to execute the agreement, for Panther Trace II Community Development District.

On a MOTION by Supervisor Spiess, SECONDED by Supervisor Miner, WITH ALL IN FAVOR, the Board approved termination of the landscape and irrigation maintenance agreement with LMP, for Panther Trace II Community Development District.

**FIFTH ORDER OF BUSINESS:**

**OPERATIONS AND MAINTENANCE**

A. EXHIBIT 2: Presentation of Aquatic Maintenance Report – *Matt Remson, Remson Aquatics*

*This item was presented out of order, after III. AUDIENCE COMMENTS – AGENDA ITEMS*

Mr. Remson presented the Aquatic Maintenance Report and discussed the dry season exposing the beds and banks of the ponds. With low water levels, his techs are removing a lot of debris and addressing exposed weeds which will benefit the ponds once the rainy season starts. The barriers for the Triploid Carp were installed. Ponds 10 and 11 appear to have algae blooms, but it's predominantly muck. While they are exposed, the drains and outlets are being checked for blockages. He will present proposals if he finds pipes that need to be jetted to remove sediment. Preventative maintenance and treatments are the focus until the next rain event.

B. Presentation of Landscape Maintenance Report – *David Manfrin, LMP*

A representative of LMP was not present when discussion moved to the Landscape Maintenance Report.

C. Presentation of District Counsel Report – *Michael Broadus, Straley, Robin, Vericker*

Mr. Broadus had nothing additional to report or address.

D. Presentation of District Engineer Report – *Tyson Waag, Stantec*

A representative from Stantec was not present.

E. Presentation of District Manager Report – *Heath Beckett, Vesta District Services*

1. EXHIBIT 3: Review of Tickler List

F. EXHIBIT 4: Presentation of Facilities Report – *Anna Ramirez, Facilities Director*

Ms. Ramirez presented the Facilities Report. Discussion followed on a walk-thru of the pickleball court, unauthorized access into the courts, safety concerns arising from teens driving golf carts, privilege suspensions for unauthorized access into District's facilities, damage to amenity gates, and obtaining quotes for infrared cameras.

1. EXHIBIT 5: Consideration of Tennis/Pickleball Court and Playground Gate and Fence Repair Proposals

a. Specialist Fence/Concrete LLC - \$3,105.00

b. *Pending*

Ms. Ramirez will request a quote from Unleashed Fencing to replace the gate.

On a MOTION by Supervisor Spiess, SECONDED by Supervisor Steppy, WITH ALL IN FAVOR, the Board approved repairs to the fences and gates at the tennis/pickleball court and playground for an amount not to exceed \$3,100.00, for Panther Trace II Community Development District.

c. EXHIBIT 6: Consideration of Access Card Proposal(s)

Consideration of this item was postponed until the next meeting.

Ms. Ramirez discussed the formation of an event committee to assist with community events overseen by the Facilities Director. Holding bingo games at the amenity center was discussed and that this may be construed as gambling. She advised that a liability waiver is being drafted by the insurance company for future implementation in the amenity center reservation requests. Supervisors discussed County-owned/maintained sidewalks and Ms. Ramirez listed the locations where the District maintains sidewalks associated with the amenity center infrastructure. Supervisors discussed safety concerns related to children



110 riding/driving various vehicles to and from school. Ms. Ramirez advised she had  
111 reached out to the school.

112 **SIXTH ORDER OF BUSINESS: CONSENT AGENDA**

113 A. EXHIBIT 7: Approval of the Minutes of the Board of Supervisors Regular Meeting  
114 Held December 15, 2025

115 B. EXHIBIT 8: Acceptance of the December 2025 Unaudited Financial Statement

116 On a MOTION by Supervisor Miner, SECONDED by Supervisor Peterkin, WITH ALL IN FAVOR, the  
117 Board approved Consent Agenda – items A & B as presented, for Panther Trace II Community  
118 Development District.

119 **SEVENTH ORDER OF BUSINESS: SUPERVISOR REQUESTS** *(Includes Next Meeting*  
120 *Agenda Items)*

121 Discussion followed Supervisor Spiess' request to consider approving a salary increase  
122 for Ms. Ramirez. Mr. Beckett provided information on similar communities and ranges  
123 advertised on job search sites.

124 On a MOTION by Supervisor Miner, SECONDED by Supervisor Steppy, WITH ALL IN FAVOR, the  
125 Board approved increasing the current Facility Director's annual pay by 5%, for Panther Trace II  
126 Community Development District.

127 On a MOTION by Supervisor Miner, SECONDED by Supervisor Russell, WITH ALL IN FAVOR, the  
128 Board approved amending the FY 2026 Budget to reflect the Facility Managers pay increase, for  
129 Panther Trace II Community Development District.

130 Supervisor Miner reiterated Supervisor Peterkin's request to obtain proposals for  
131 infrared cameras. He also asked why the holiday lighting was frequently off during the  
132 recent holiday season. Ms. Ramirez responded that it was due to the irrigation tripping  
133 the GFI outlets. She relayed that she will be seeking other proposals and explained why  
134 she was not happy with the recent service and discussed other options. Supervisor  
135 Miner requested that the Tickler List be updated to include a survey of the community  
136 for future capital improvement projects, reminded Supervisors not to drop the storage  
137 facility project, and asked them to consider how to best utilize the data from the radar  
138 signs. Ms. Ramirez noted that she had recently retrieved the data from the radar sign  
139 that has stored the data and she will reach out to a tech to address the radar sign that  
140 did not store the data. Supervisor Russell suggested reporting the data to the  
141 Hillsborough County Commissioner. Supervisor Miner suggested providing the data to  
142 Hillsborough County law enforcement to encourage patrols or a presence during peak  
143 times for speeding.

144 Supervisor Russell advised that he plans to attend the June 16 Townhall Meeting with  
145 Commissioner Myers and would like to present the speeding issue to her at that time  
146 with the District's request for increased law enforcement presence. He will also present  
147 a request for the road to be assessed for resurfacing and inclusion in the budget. He

also noted that Hillsborough County had extended its fire ban, advised of options for the homeless during the cold weather, and discussed the prohibition of weapons on District property.

Supervisor Steppy noted his earlier request for an update on the District Engineer rates and agreement.

**EIGHTH ORDER OF BUSINESS:**

**AUDIENCE COMMENTS – NEW BUSINESS**

In response to a comment on the Love First Christian Center's request to add an entrance onto Panther Trace Blvd., the Board's previous decision to deny the request was reiterated and noted the higher volume of traffic as attendees increase and more programs are offered. Information from Hillsborough County on the District's traffic light request was also relayed.

**NINTH ORDER OF BUSINESS:**

**NEXT MEETING QUORUM CHECK**

*The next Panther Trace II Community Development District meeting is scheduled for 6:30 p.m. on Monday, February 23, 2026 at Panther Trace II Clubhouse, 11518 Newgate Crest Drive, Riverview, FL 33579.*

All Supervisors present affirmed their intent to attend the next meeting in person.

**TENTH ORDER OF BUSINESS:**

**ACTION ITEMS SUMMARY**

**District Manager/District Counsel**

- Get answers for District Engineer rates and agreement

**Facilities Director**

- Obtain proposal for night vision cameras

**ELEVENTH ORDER OF BUSINESS:**

**ADJOURNMENT**

On a MOTION by Supervisor Steppy, SECONDED by Supervisor Peterkin, WITH ALL IN FAVOR, the Board adjourned the meeting at 9:27 p.m., for Panther Trace II Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that 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.*

**Meeting Minutes were approved by vote of the Board of Supervisors at a publicly noticed meeting held on February 23, 2026.**

Heath Beckett, Secretary

Jeffrey Spiess, Chair



# EXHIBIT 6



# Panther Trace II Community Development District

Financial Statements  
(Unaudited)

January 31, 2026





**Panther Trace II CDD**  
**Balance Sheet**  
**January 31, 2026**

	<b>General Fund</b>	<b>Debt Service 2014</b>	<b>TOTAL</b>
<b>1 ASSETS</b>			
2 Operating Account	\$ 23,199	\$ -	\$ 23,199
3 Cash - Debit Card	-	-	-
4 Money Market Account	2,662,147	-	2,662,147
5 Petty Cash	100	-	100
6 Trust Accounts:			
7 Revenue Fund	-	314,690	314,690
8 Interest Fund	-	-	-
9 Reserve Fund	-	327,553	327,553
10 Redemption - Prepayment Fund	-	9,090	9,090
11 Sinking Fund	-	-	-
12 Accounts Receivable	-	-	-
13 Assessments Receivable (Tax Roll)	49,603	35,250	84,853
14 Due From GF	-	789,941	789,941
15 Prepaid Expenses	-	-	-
16 Deposits	2,867	-	2,867
17 Undeposited Funds	-	-	-
<b>18 TOTAL ASSETS</b>	<b>\$ 2,737,916</b>	<b>\$ 1,476,522</b>	<b>\$ 4,214,439</b>
<b>19 LIABILITIES</b>			
20 Accounts Payable	\$ 4,477	\$ -	\$ 4,477
21 Sales Tax Payable	-	-	-
22 Deferred Revenue (Tax Roll)	49,603	35,250	84,853
23 Accrued Expenditures	-	-	-
24 Due To Developer	-	-	-
25 Due To Other Funds	789,941	-	789,941
<b>26 TOTAL LIABILITIES</b>	<b>844,021</b>	<b>35,250</b>	<b>879,271</b>
<b>27 FUND BALANCE</b>			
28 Nonspendable			
29 Prepaid & Deposits	2,867	-	2,867
30 Capital Reserves	424,140	-	424,140
31 Operating Capital	288,834	-	288,834
32 Unassigned	1,178,054	1,441,272	2,619,327
<b>33 TOTAL FUND BALANCE</b>	<b>1,893,895</b>	<b>1,441,272</b>	<b>3,335,168</b>
<b>34 TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 2,737,916</b>	<b>\$ 1,476,522</b>	<b>\$ 4,214,439</b>

**Panther Trace II CDD**  
**General Fund**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For October 1, 2025 to January 31, 2026**

	<b>FY 2026 Adopted Budget</b>	<b>FY 2026 Month of January</b>	<b>FY 2026 Total Actual Year-to-Date</b>	<b>VARIANCE Over (Under) to Budget</b>	<b>% Actual YTD / FY Budget</b>
<b>1 REVENUES</b>					
2 Assessments - On Roll	\$ 1,152,035	\$ 14,090	\$ 1,102,432	\$ (49,603)	96%
3 Interest Revenue	300	7,326	19,822	19,522	6607%
4 Rental Income	3,000	-	1,600	(1,400)	53%
5 Miscellaneous Revenue	-	-	80	80	0%
<b>6 TOTAL REVENUES</b>	<b>\$ 1,155,335</b>	<b>\$ 21,416</b>	<b>\$ 1,123,933</b>	<b>\$ (31,401)</b>	<b>97%</b>
<b>7 EXPENDITURES</b>					
<b>8 ADMINISTRATIVE</b>					
9 Board of Supervisors Payroll	\$ 12,000	\$ -	\$ 3,800	\$ (8,200)	32%
10 Payroll Taxes	918	-	291	(627)	32%
11 Payroll Services Fee	650	-	200	(450)	31%
12 Travel Per Diem	350	-	64	(286)	18%
13 Management Consulting Services	51,170	4,264	17,057	(34,114)	33%
14 Office Supplies	750	127	127	(623)	17%
15 Bank Fees	300	-	279	(21)	93%
16 Miscellaneous (Postage and Copies)	200	37	136	(64)	68%
17 Mass Mailing	1,500	-	-	(1,500)	0%
18 Auditing	3,800	-	-	(3,800)	0%
19 Regulatory and Permit Fees	175	-	175	-	100%
20 Legal Advertisements	1,000	-	1,339	339	134%
21 Engineering Services	4,500	-	3,826	(674)	85%
22 Legal Services	20,000	366	3,509	(16,492)	18%
23 Sales Tax	600	123	188	(412)	31%
24 Website Hosting	2,033	42	167	(1,866)	8%
<b>25 TOTAL ADMINISTRATIVE</b>	<b>99,946</b>	<b>4,959</b>	<b>31,156</b>	<b>(68,790)</b>	<b>31%</b>
<b>26 INSURANCE</b>					
27 Insurance (General Liability)	38,622	-	38,388	(234)	99%
<b>28 TOTAL INSURANCE</b>	<b>38,622</b>	<b>-</b>	<b>38,388</b>	<b>(234)</b>	<b>99%</b>
<b>29 DEBT SERVICE ADMINISTRATION</b>					
30 Dissemination Agent - Bonds	1,072	-	1,072	-	100%
31 Arbitrage Rebate	650	-	650	-	100%
32 Trustee Fees	4,500	-	4,256	(244)	95%
<b>33 TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>6,222</b>	<b>-</b>	<b>5,978</b>	<b>(244)</b>	<b>96%</b>
<b>34 SECURITY</b>					
35 Security System - Maintenance & Improve.	1,500	-	-	(1,500)	0%
<b>36 TOTAL SECURITY</b>	<b>1,500</b>	<b>-</b>	<b>-</b>	<b>(1,500)</b>	<b>0%</b>
<b>37 PHYSICAL ENVIRONMENT</b>					
38 Electricity	35,020	2,420	10,864	(24,156)	31%
39 Streetlighting Lease	245,000	20,948	82,415	(162,585)	34%
40 Water	20,000	1,013	4,152	(15,848)	21%
41 Solid Waste Disposal	2,099	250	751	(1,347)	36%
42 Pest Control	1,000	135	293	(707)	29%
43 Communications (Tel, Internet, Tech, Etc.)	4,635	264	987	(3,648)	21%
44 Facility Maintenance ( Lighting, Etc)	1,500	-	-	(1,500)	0%
45 Waterway Management Program - Contract	23,598	1,585	6,340	(17,258)	27%
46 Waterway Management Program - Other	4,000	-	875	(3,125)	22%
47 Landscape Maintenance - Contract	310,000	21,665	86,658	(223,342)	28%
48 Landscape Maintenance - Other	35,000	-	1,104	(33,896)	3%
49 Irrigation Maintenance	17,500	254	7,232	(10,268)	41%
50 Irrigation Compliance Reporting	2,700	225	900	(1,800)	33%

	FY 2026 Adopted Budget	FY 2026 Month of January	FY 2026 Total Actual Year-to-Date	VARIANCE Over (Under) to Budget	% Actual YTD / FY Budget
51 Decorative Lights & Maintenance	9,000	-	3,604	(5,396)	40%
52 Signage Repairs	2,000	-	350	(1,650)	18%
53 Capital Reserves - Well Pumps	2,500	-	-	(2,500)	0%
54 <b>TOTAL PHYSICAL ENVIRONMENT</b>	<b>715,552</b>	<b>48,759</b>	<b>206,527</b>	<b>(509,025)</b>	<b>29%</b>
55 <b>CLUBHOUSE &amp; AMENITY ADMINISTRATION</b>					
56 Amenity Management	73,800	8,466	25,397	(48,403)	34%
57 Amenity Management - (Cell Phone & Reimb Expenses)	600	271	471	(129)	78%
58 Amenity Maintenance & Improvements	4,000	3,200	4,328	328	108%
59 Amenity Employee FICA Taxes	5,646	697	1,992	(3,654)	35%
60 Amenity Employee Payroll Services Fee	1,350	150	450	(900)	33%
61 Clubhouse Facility Maintenance (Cleaning )	6,420	410	2,715	(3,705)	42%
62 Clubhouse Facility Maintenance - Other	10,000	-	3,859	(6,141)	39%
63 Pool Maintenance - Contract	25,515	2,126	9,180	(16,335)	36%
64 Pool Permits	425	-	-	(425)	0%
65 Pool Monitoring	36,000	-	1,256	(34,744)	3%
66 Pool Maintenance - Other	5,000	175	2,092	(2,909)	42%
67 Clubhouse Miscellaneous Supplies	4,000	-	783	(3,217)	20%
68 Special Events	10,000	85	5,467	(4,533)	55%
69 Playground Maintenance	3,000	-	413	(2,587)	14%
70 Capital Outlay Allowance	78,383	39,365	39,365	(39,018)	50%
71 <b>TOTAL CLUBHOUSE &amp; AMENITY ADMINISTRATION</b>	<b>264,139</b>	<b>54,944</b>	<b>97,768</b>	<b>(166,371)</b>	<b>37%</b>
72 BUDGETED INCREASE FUND BALANCE-CAPITAL RES.	29,354	-	-	(29,354)	0%
73 <b>TOTAL EXPENDITURES</b>	<b>1,155,335</b>	<b>108,662</b>	<b>379,817</b>	<b>(775,517)</b>	<b>33%</b>
74 <b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(87,247)</b>	<b>744,116</b>	<b>744,116</b>	<b>0%</b>
75 <b>OTHER FINANCING SOURCES &amp; USES</b>					
76 Transfers In	-	-	-	-	
77 Transfers Out	-	-	-	-	
78 <b>TOTAL OTHER FINANCING SOURCES &amp; USES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
77 <b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>(87,247)</b>	<b>744,116</b>	<b>744,116</b>	
78 Fund Balance - Beginning	1,004,741		1,149,779	1,140,280	
79 <b>FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ 1,004,741</b>		<b>\$ 1,893,895</b>	<b>\$ 2,628,512</b>	
80 <b>ANALYSIS OF FUND BALANCE</b>					
81 NONSPENDABLE	3,572		2,867		
82 PREPAID & DEPOSITS	-		-		
83 CAPITAL RESERVES	424,140		424,140		
84 OPERATING CAPITAL	288,834		288,834		
85 UNASSIGNED	288,195		1,178,054		
86 <b>TOTAL FUND BALANCE</b>	<b>1,004,741</b>		<b>1,893,895</b>		



**Panther Trace II CDD**  
**Debt Service Fund - Series 2014**  
**Statement of Revenue, Expenditures, and Changes in Fund Balance**  
**For October 1, 2025 to January 31, 2026**

	<b>FY 2026 Adopted Budget</b>	<b>FY 2026 Actual Year-to-Date</b>	<b>VARIANCE Over (Under) to Budget</b>
<b>1 REVENUES</b>			
2 Special Assessments - On Roll (Net)	\$ 818,606	\$ 783,356	\$ (35,250)
3 Interest Revenue	-	8,769	8,769
4 Misc. Revenue	-	-	-
5 Prepayment on Bonds	-	8,679	8,679
<b>6 TOTAL REVENUES</b>	<b>818,606</b>	<b>800,804</b>	<b>(17,803)</b>
<b>7 EXPENDITURES</b>			
8 Interest Expense			
9 November 1, 2025	136,203	136,203	(0)
10 May 1, 2026	136,203	-	136,203
11 November 1, 2026	125,103	-	125,103
12 Principal Retirement			
13 May 1, 2026	555,000	10,000	545,000
<b>14 TOTAL EXPENDITURES</b>	<b>816,306</b>	<b>146,203</b>	<b>(670,103)</b>
<b>15 REVENUES OVER (UNDER) EXPENDITURES</b>	<b>2,300</b>	<b>654,601</b>	<b>652,301</b>
<b>16 OTHER FINANCING SOURCES &amp; USES</b>			
17 Transfers In	-	-	-
18 Transfers Out	-	-	-
<b>19 TOTAL OTHER FINANCING SOURCES &amp; USES</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>20 NET CHANGE IN FUND BALANCE</b>	<b>2,300</b>	<b>654,601</b>	<b>652,301</b>
21 Fund Balance - Beginning		786,672	786,672
<b>22 FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ 2,300</b>	<b>\$ 1,441,272</b>	<b>\$ 1,438,972</b>

\* financed by prior year revenues

**Panther Trace II CDD  
Check Register - FY2026**

Date	Number	Name	Memo	Deposits	Payments	Balance
09/30/2025		Beginning of Year				208,666.69
10/02/2025			Deposit	1,380.00		210,046.69
10/02/2025	100473	REMSON AQUATICS	Invoice: 118603 (Reference: Lake Dredging. )		3,495.00	206,551.69
10/02/2025	100474	VANGUARD CLEANING SYSTEMS	Invoice: 115482 (Reference: monthly service cleaning. )		410.00	206,141.69
10/02/2025	100475	GHS ENVIRONMENTAL, LLC	Invoice: 2025-589 (Reference: Monthly Meter Readings. )		225.00	205,916.69
10/02/2025	100476	SchoolNow	Invoice: INV-SN-987 (Reference: Website Hosting. )		1,515.00	204,401.69
10/03/2025	100325BOS1	DAVID STEPPY	BOS MTG 9/22/25		184.70	204,216.99
10/03/2025	100325BOS2	Engage PEO	BOS MTG 9/22/25		203.00	204,013.99
10/03/2025	100325BOS3	Geraldine Peterkin	BOS MTG 9/22/25		184.70	203,829.29
10/03/2025	88	JEFFREY A. SPIESS	BOS MTG 9/22/25		184.70	203,644.59
10/03/2025	100325BOS4	Rowland C. Miner	BOS MTG 9/22/25		184.70	203,459.89
10/03/2025	100325BOS5	Steven T. Russell	BOS MTG 9/22/25		184.70	203,275.19
10/07/2025	100477	REMSON AQUATICS	Invoice: 118611 (Reference: October Lake Maintenance. )		1,585.00	201,690.19
10/07/2025	100478	BUSINESS OBSERVER	Invoice: 25-03004H (Reference: Panther Trace II CDD Fiscal Year 2025-2026 Board of Supervisors M...		72.19	201,618.00
10/07/2025	100479	Galaxy Pro Pools LLC	Invoice: 4130 (Reference: October 2025 Routine Pool and splash pad Services. )		2,126.25	199,491.75
10/07/2025	01ACH100725	BOCC	11518 Newgate Crest Dr 08.25.25- 09.23.25		940.48	198,551.27
10/08/2025	2734	Abigailye Spiess	Payroll Monitor 9/22/25 - 10/05/25		135.00	198,416.27
10/08/2025	2735	Ethan Spiess	Payroll Monitor 9/22/25 - 10/05/25		442.50	197,973.77
10/08/2025	2736	Sarah Milligan	Payroll Monitor 9/22/25 - 10/05/25		150.00	197,823.77
10/08/2025	2737	EGIS INSURANCE & RISK ADVISORS	Insurance FY 10/1/25 - 10/1/26 - Policy #100125586		36,888.00	160,935.77
10/10/2025	01ACH101025	TECO	12821 Balm Riverview Road Well 08.14.25- 09.12.25		285.07	160,650.70
10/10/2025	101025PR1	ANNA RAMIREZ	Payroll 9/22/25 - 10/5/25		2,332.77	158,317.93
10/10/2025	101025PR2	Engage PEO	Payroll 9/22/25 - 10/5/25		805.02	157,512.91
10/14/2025	2738	Hanley Pools LLC	clean out both pool showers due to debris		125.00	157,387.91
10/14/2025	100480	Vesta District Services	Invoice: 428939 (Reference: Oct25 Management fees. )		4,305.83	153,082.08
10/14/2025	01ACH101425	TECO	Summary Bill 08.15.25- 10.15.25		2,780.40	150,301.68
10/14/2025	02ACH101425	Deluxe Bus Sys.	Checks		278.68	150,023.00
10/16/2025	100481	STRALEY ROBIN VERICKER	Invoice: 27250 (Reference: Professional Services Rendered Through September 30, 2025. )		1,575.28	148,447.72
10/17/2025	2739	EGIS INSURANCE & RISK ADVISORS	Policy # WC100125586 10/01/25- 10/01/26		1,500.00	146,947.72
10/17/2025	EFT101725	FLORIDA DEPARTMENT OF REVENUE	4th Qtr 2024 Sales & Use Tax		64.72	146,883.00
10/20/2025	2740	ANNA RAMIREZ	Reimbursement For Annual Community Holiday Party		375.35	146,507.65
10/22/2025	2741	Abigailye Spiess	Payroll Monitor 10/05/25 - 10/19/25		90.00	146,417.65
10/22/2025	2742	Ethan Spiess	Payroll Monitor 10/05/25 - 10/19/25		258.75	146,158.90
10/22/2025	01ACH102225	TECO	Summary Bill 04.16.25- 05.15.25		19,496.72	126,662.18
10/23/2025	2744	Red Cap Plumbing, Air & Electric	ladies room commercial service call		675.00	125,987.18
10/24/2025	01ACH102425	BANK UNITED VISA CC	Wagner Events- Deposit		253.03	125,734.15
10/24/2025	102425PR1	ANNA RAMIREZ	Payroll 10/6/25 - 10/19/25		2,282.76	123,451.39
10/24/2025	102425PR2	Engage PEO	Payroll 10/6/25 - 10/19/25		805.04	122,646.35
10/27/2025	2746	Xcellent Xteriors, LLC			1,075.00	121,571.35
10/28/2025	01ACH102825	FRONTIER COMMUNICATIONS	Internet/Phone 10.01.25- 10.31.25		234.51	121,336.84
10/30/2025	2747	Hanley Pools LLC	Final 50%- Replace 10hp filtration motor		1,791.50	119,545.34
10/30/2025	100482	HOME TEAM PEST DEFENSE	Invoice: 113886351 (Reference: pest control service. )		130.80	119,414.54
10/30/2025	100483	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 363138 (Reference: #363190 - Leak in main line 9-18-25. ) Invoice: 363139 (Reference:...		927.25	118,487.29
10/30/2025	100484	Vesta District Services	Invoice: 429122 (Reference: Billable Expenses - June 2025. )		20.73	118,466.56
10/30/2025	100485	GHS ENVIRONMENTAL, LLC	Invoice: 2025-645 (Reference: Monthly Meter Readings Oct25. )		225.00	118,241.56
10/30/2025	100486	LLS TAX SOLUTIONS, INC.	Invoice: 003939 (Reference: Arbitrage Services Series 2014. )		650.00	117,591.56
10/31/2025			Interest	14.46		117,606.02
10/31/2025		End of Month		#REF!	#REF!	0.00
11/03/2025	2748	Code Enforcement Department	Case# HC-WE-25-002354 and Parcel# 077452.5004		100.00	117,506.02
11/03/2025	100487	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 361737 (Reference: #364923 - Panther Trace II CDD - OCTOBER Month to Month Landscape Ma...		21,664.50	95,841.52
11/04/2025	2749	Ethan Spiess	Payroll Monitor 10/20/25 - 11/2/25		180.00	95,661.52
11/06/2025	100488	VANGUARD CLEANING SYSTEMS	Invoice: 115758 (Reference: Monthly Service Charge. )		410.00	95,251.52
11/06/2025	100489	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 364232 (Reference: #363188 - Controller A rain sensor 9-18-25. ) Invoice: 364235 (Ref...		2,332.27	92,919.25



Date	Number	Name	Memo	Deposits	Payments	Balance
11/06/2025	100490	Galaxy Pro Pools LLC	Invoice: 4188 (Reference: November 2025 Routine Pool and splash pad Services 3 visits per week. )		2,126.25	90,793.00
11/07/2025	01ACH110725	BOCC	11518 Newgate Crest Dr 09.23.25- 10.27.25		1,116.97	89,676.03
11/07/2025	110725PR1	ANNA RAMIREZ	Payroll 10/20/25 - 11/2/25		2,332.76	87,343.27
11/07/2025	110725PR2	Engage PEO	Payroll 10/20/25 - 11/2/25		805.04	86,538.23
11/07/2025	110725BOS1	Engage PEO	BOS MTG 10/27/25		172.40	86,365.83
11/07/2025	110725BOS2	Geraldine Peterkin	BOS MTG 10/27/25		184.70	86,181.13
11/07/2025	89	JEFFREY A. SPIESS	BOS MTG 10/27/25		184.70	85,996.43
11/07/2025	110725BOS3	Rowland C. Miner	BOS MTG 10/27/25		184.70	85,811.73
11/07/2025	110725BOS4	Steven T. Russell	BOS MTG 10/27/25		184.70	85,627.03
11/10/2025	2750	Edward Williams (Jerry The DJ)	DJ for Annual Holiday Event 12/14/2025		375.00	85,252.03
11/10/2025	2751	Fred H. Photography LLC	Holiday Event 12.14.25		600.00	84,652.03
11/10/2025	2752	TAMPA BOUNCE LLC	Inflatables/Monitors for Holiday Party Dec 14,2025		751.00	83,901.03
11/10/2025	2753	The Mad Planter LLC	Professional Airbrush face painting and balloon twisting services		1,200.00	82,701.03
11/10/2025	2754	Thomas Hicks	Final: Santa & Mrs. Claus for Annual Holiday Party 12/14/2025		225.00	82,476.03
11/10/2025	2755	ANNA RAMIREZ	Reimbursement For Annual Community Yard Sale Signs purchased		50.00	82,426.03
11/10/2025	2756	Charles Harrilal	Repairs around the clubhouse		1,350.00	81,076.03
11/10/2025	2757	Summit Fire & Security	Annual Fire Extinguisher and exit Lights Inspections		157.50	80,918.53
11/10/2025	01ACH111025	TECO	12821 Balm Riverview Road Well 09.13.25- 10.13.25		329.73	80,588.80
11/12/2025	100491	REMSON AQUATICS	Invoice: 118772 (Reference: Mosquitofish. )		875.00	79,713.80
11/12/2025	100492	Vesta District Services	Invoice: 429507 (Reference: Monthly Management fees. )		4,305.83	75,407.97
11/12/2025	01ACH111225	TECO	Summary Bill 09.16.25- 10.14.25		2,990.06	72,417.91
11/17/2025	100493	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 367634 (Reference: #370606 - Controller A - zone 4 not working from controller. )		132.34	72,285.57
11/17/2025	100494	STANTEC CONSULTING SERVICES	Invoice: 2480625 (Reference: Engineering services. )		2,981.25	69,304.32
11/20/2025	01ACH112025	TECO	Summary Bill 09.16.25- 10.14.25		20,267.37	49,036.95
11/21/2025	2758	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	FY 2025/2026 Special District Fee Invoice/Update Form		175.00	48,861.95
11/21/2025	2759	US BANK	Trustee Fees Series DS 2014 10/01/25 - 09/30/26		4,256.13	44,605.82
11/21/2025	112125PR1	ANNA RAMIREZ	Payroll 11/3/25 - 11/16/25		2,282.76	42,323.06
11/21/2025	112125PR2	Engage PEO	Payroll 11/3/25 - 11/16/25		805.04	41,518.02
11/21/2025	112125BOS1	DAVID STEPPY	BOS MTG 11/17/25		184.70	41,333.32
11/21/2025	112125BOS2	Engage PEO	BOS MTG 11/17/25		203.00	41,130.32
11/21/2025	112125BOS3	Geraldine Peterkin	BOS MTG 11/17/25		184.70	40,945.62
11/21/2025	90	JEFFREY A. SPIESS	BOS MTG 11/17/25		184.70	40,760.92
11/21/2025	112125BOS4	Rowland C. Miner	BOS MTG 11/17/25		184.70	40,576.22
11/21/2025	112125BOS5	Steven T. Russell	BOS MTG 11/17/25		184.70	40,391.52
11/24/2025	01ACH112425	BANK UNITED VISA CC	Various Purchases		1,265.93	39,125.59
11/25/2025	100495	Vesta District Services	Invoice: 429443 (Reference: billable Expenses Oct25. )		15.33	39,110.26
11/25/2025	100496	STRALEY ROBIN VERICKER	Invoice: 27482 (Reference: legal services. )		2,227.50	36,882.76
11/26/2025	01ACH112625	FRONTIER COMMUNICATIONS	Internet/Phone 11.01.25- 11.30.25		234.61	36,648.15
11/28/2025	100497	GHS ENVIRONMENTAL, LLC	Invoice: 2025-712 (Reference: Monthly Meter Readings. )		225.00	36,423.15
11/28/2025	100498	Cornerstone Air Conditioning & Heating	Invoice: 367852679 (Reference: Found drain backing up. And bad capacitor for outside fan. Cleane...		665.91	35,757.24
11/30/2025			Interest	6.37		35,763.61
11/30/2025		End of Month		#REF!	#REF!	95,661.52
12/01/2025	100499	Cornerstone Air Conditioning & Heating	Invoice: 366206023 (Reference: Cleaned drain and pan. Checked operation.. )		708.74	35,054.87
12/02/2025	100500	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 365889 (Reference: #366883 - Panther Trace II CDD - Nov-Dec Month to Month Landscape Ma...		21,664.50	13,390.37
12/02/2025	100501	REMSON AQUATICS	Invoice: 118698 (Reference: November Lake Maintenance. )		1,585.00	11,805.37
12/02/2025	100502	VANGUARD CLEANING SYSTEMS	Invoice: 116025 (Reference: Monthly service charges. )		410.00	11,395.37
12/02/2025	100503	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 369346 (Reference: #372961 - Completed Irrigation Repairs - North Side Panther Trace Bl...		1,886.35	9,509.02
12/02/2025	01ACH120225	FCC Environmental Services Florida LLC	Monthly Fee - November 2025		200.00	9,309.02
12/02/2025	02ACH120225	FCC Environmental Services Florida LLC	Monthly Fee - November 2025		50.44	9,258.58
12/03/2025	2760	Xcellent Xteriors, LLC	Christmas Lighting-Timeline		3,604.32	5,654.26
12/03/2025			Funds Transfer	100,000.00		105,654.26
12/04/2025	100504	Galaxy Pro Pools LLC	Invoice: 4245 (Reference: December 2025 Routine Pool and splash pad Services 3 visits per week. )		2,126.25	103,528.01
12/04/2025	100505	HOME TEAM PEST DEFENSE	Invoice: 115572298 (Reference: Pest Control Service. )		27.50	103,500.51
12/05/2025	120525PR1	ANNA RAMIREZ	Payroll 11/17/25 - 11/30/25		2,332.77	101,167.74
12/05/2025	120525PR2	Engage PEO	Payroll 10/20/25 - 11/2/25		805.02	100,362.72
12/09/2025	01ACH120925	BOCC	11518 Newgate Crest Dr 10.27.25- 11.25.25		948.24	99,414.48



Date	Number	Name	Memo	Deposits	Payments	Balance
12/10/2025	2761	ADVANCED ENERGY SOLUTIONS	Check Monument Lights at Entrances		970.47	98,444.01
12/10/2025	100506	REMSON AQUATICS	Invoice: 118787 (Reference: Lake Maintenance Dec 25. )		1,585.00	96,859.01
12/10/2025	01ACH121025	TECO	12821 Balm Riverview Road Well 10.14.25- 11.12.25		358.18	96,500.83
12/11/2025	01ACH121125	TECO	Summary Bill 10.15.25- 11.13.25		2,990.06	93,510.77
12/16/2025	2762	Ethan Spiess	Annual Holiday Event Help 12/14/25		75.00	93,435.77
12/16/2025	2763	Ja'Meyre Wallace	Annual Holiday Event Help 12/14/25		75.00	93,360.77
12/16/2025	2764	Vesta District Services	Annual Dissemination FY 2026.		1,072.00	92,288.77
12/17/2025	100507	Vesta District Services	Invoice: 429995 (Reference: Management Fees Dec 25. )		4,305.83	87,982.94
12/17/2025	100508	STANTEC CONSULTING SERVICES	Invoice: 2499324 (Reference: Engineering Services Oct 25 & Nov 25. )		844.50	87,138.44
12/17/2025			Funds Transfer	100,000.00		187,138.44
12/18/2025	100509	STRALEY ROBIN VERICKER	Invoice: 27588 (Reference: Legal Services Dec 25. )		915.00	186,223.44
12/19/2025	121925PR1	ANNA RAMIREZ	Payroll 12/1/25 - 12/14/25		2,282.77	183,940.67
12/19/2025	121925PR2	Engage PEO	Payroll 12/1/25 - 12/14/25		805.02	183,135.65
12/22/2025			Deposit	300.00		183,435.65
12/24/2025	01ACH122425	BANK UNITED VISA CC			2,886.86	180,548.79
12/26/2025	01ACH122625	TECO	Summary Bill 10.15.25- 11.13.25		20,224.51	160,324.28
12/26/2025	122625BOS1	DAVID STEPPY	BOS MTG 12/15/25		184.70	160,139.58
12/26/2025	122625BOS2	Engage PEO	BOS MTG 12/15/25		203.00	159,936.58
12/26/2025	122625BOS3	Geraldine Peterkin	BOS MTG 12/15/25		184.70	159,751.88
12/26/2025	91	JEFFREY A. SPIESS	BOS MTG 12/15/25		184.70	159,567.18
12/26/2025	122625BOS4	Rowland C. Miner	BOS MTG 12/15/25		184.70	159,382.48
12/26/2025	122625BOS5	Steven T. Russell	BOS MTG 12/15/25		184.70	159,197.78
12/29/2025	100510	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 373615 (Reference: Tree Removal - 12/10/2025. ) Invoice: 373842 (Reference: #375858 -...		2,804.14	156,393.64
12/29/2025	100511	GHS ENVIRONMENTAL, LLC	Invoice: 2025-771 (Reference: Dec25 Monthly meter Readings. )		225.00	156,168.64
12/29/2025	01ACH122925	FRONTIER COMMUNICATIONS	Internet/Phone 12.01.25- 12.31.25		234.76	155,933.88
12/30/2025	100512	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 370412 (Reference: #366883 - Panther Trace II CDD - Nov-Dec Month to Month Landscape Ma...		21,664.50	134,269.38
12/31/2025			Interest	11.81		134,281.19
12/31/2025		End of Month		200,311.81	101,794.23	134,281.19
01/02/2026	01ACH010226	FCC Environmental Services Florida LLC	Monthly Fee - December 2025		250.44	134,030.75
01/02/2026	010226PR1	ANNA RAMIREZ	Payroll 12/15/25 - 12/28/25		2,332.75	131,698.00
01/02/2026	010226PR2	Engage PEO	Payroll 12/15/25 - 12/28/25		824.79	130,873.21
01/05/2026	2765	Welch Tennis Courts	Balance to finish, including retainage - New Tennis Court		10,000.00	120,873.21
01/06/2026	100513	VANGUARD CLEANING SYSTEMS	Invoice: 116306 (Reference: Cleaning Services Jan 26. )		410.00	120,463.21
01/07/2026			Deposit	184.70		120,647.91
01/07/2026	2766	JEFFREY A. SPIESS	Jeffrey Spiess ck # 82 dtd 4/4/25		184.70	120,463.21
01/08/2026	2767	Hanley Pools LLC	Install a snap ring on the handrail and two floor covers		175.00	120,288.21
01/08/2026	01ACH010826	BOCC	11518 Newgate Crest Dr 11.25.25- 12.23.25		973.84	119,314.37
01/09/2026	01ACH010926	TECO	12821 Balm Riverview Road Well 11.13.25- 12.12.25		325.93	118,988.44
01/09/2026	100514	REMSON AQUATICS	Invoice: 118868 (Reference: January Lake Maintenance. )		1,585.00	117,403.44
01/09/2026	100515	LANDSCAPE MAINTENANCE PROFESSIONALS, INC.	Invoice: 376680 (Reference: 378775 - Panther Trace II CDD - Month to Month January Landscape Mai...		21,664.50	95,738.94
01/09/2026	100516	Vesta District Services	Invoice: 430313 (Reference: JAN25 District management services. )		4,305.83	91,433.11
01/09/2026	100517	Galaxy Pro Pools LLC	Invoice: 4302 (Reference: January 2026 Routine Pool and splash pad Services 3 visits per week. )		2,126.25	89,306.86
01/12/2026	01ACH011226	TECO	Summary Bill 11.14.25- 12.15.25		2,878.15	86,428.71
01/15/2026	100518	Vesta District Services	Invoice: 430402 (Reference: Billable Expenses -Dec 2025. )		81.13	86,347.58
01/16/2026	011626PR1	ANNA RAMIREZ	Payroll 12/29/25 - 1/11/26		2,299.83	84,047.75
01/16/2026	011626PR2	Engage PEO	Payroll 12/29/25 - 1/11/26		807.71	83,240.04
01/16/2026	EFT011625	FLORIDA DEPARTMENT OF REVENUE	4th Qtr 2025 Sales & Use Tax		122.93	83,117.11
01/19/2026	2768	FLA Pools			1,250.00	81,867.11
01/20/2026	100519	STRALEY ROBIN VERICKER	Invoice: 27798 (Reference: legal services Dec25. )		366.00	81,501.11
01/26/2026	01ACH012626	TECO	Summary Bill 11.14.25- 12.15.25		20,376.28	61,124.83
01/26/2026	02ACH012626	BANK UNITED VISA CC	Office Supplies		3,699.81	57,425.02
01/27/2026	01ACH012726	FRONTIER COMMUNICATIONS	Internet/Phone 01.01.26- 01.31.26		234.39	57,190.63
01/28/2026	100520	Vesta District Services	Invoice: 429885 (Reference: billable Expenses Nov25. )		1,312.88	55,877.75
01/29/2026	2769	Welch Tennis Courts	New Tennis Court current payment		29,365.00	26,512.75
01/30/2026	100521	GHS ENVIRONMENTAL, LLC	Invoice: 2026-145 (Reference: JAN26 Monthly Meter Reading. )		225.00	26,287.75
01/30/2026	013026PR1	ANNA RAMIREZ	Payroll 1/12/26 - 1/25/26		2,299.84	23,987.91

Date	Number	Name	Memo	Deposits	Payments	Balance
01/30/2026	013026PR2	Engage PEO	Payroll 1/12/26 - 1/25/26		797.45	23,190.46
01/30/2026			Interest	8.27		23,198.73
01/31/2026		End of Month		192.97	111,275.43	23,198.73





# EXHIBIT 7

# PENDING





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# EXHIBIT 8





# Landscape Maintenance and Irrigation Services Agreement

This Landscape Maintenance and Irrigation Services Agreement (this “**Agreement**”) is entered into as of March 1, 2026 between the **Panther Trace II Community Development District**, a special purpose unit of local government organized under Chapter 190, Florida Statutes (the “**District**”) and **Yard-nique, Inc. d/b/a ASI Landscapes**, a Delaware corporation registered to do business in Florida (the “**Contractor**”).

## Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance and irrigation services for certain lands within and around the District. Contractor submitted a bid proposal attached hereto as **Exhibit B (“Proposal Form”)** and represents that it is qualified to serve as a landscape and irrigation services contractor and provide services to the District. The Contractor is familiar with the District property. In consideration of the Contractor’s agreement to perform the services described below and the District’s agreement to compensate the Contractor, the parties desire to enter into this Agreement.

## Operative Provisions:

1. **Incorporation of Background Information.** The background information stated above is true and correct and along with any exhibits, is incorporated by reference as a material part of this Agreement.
2. **Contractor’s Representations.** In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
  - a. That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
  - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
  - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an “as is” basis.
  - d. The Contractor shall be strictly liable for the decline or death of any plant material due to the negligence of the Contractor, and in no event shall Contractor be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
  - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.
  - f. That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.
3. **Description of Work.**
  - a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as described in the Scope of Services attached hereto as **Exhibit A** (the “**Work**”).
  - b. A map of the areas to be maintained is attached hereto as **Exhibit D**.



- c. The Contractor agrees that the map is the District's best estimate of the District's landscape needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price.
- d. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party. Contractor shall in no way be responsible for the landscape installation performed by any such third party hired by the District.
- e. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorized the Contractor, in writing, to perform such work.
- f. The District retains the right to reduce any portion of the Work as set forth in this Agreement or any additional work authorization. Should this occur, a revised Scope of Services and compensation will be agreed upon in writing by both the District and Contractor.

**4. Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:

- a. Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
- b. Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
- c. Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
- d. Disaster Recovery Assistance Services shall not exceed a total of 70 hours worked for each emergency/disaster.
- e. Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
- f. District reserves the right to immediately terminate all Disaster Recovery Assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

**5. Manner of Performance.**

- a. While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications.
- b. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- c. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.



- d. The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- e. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement at no additional cost to the District.
- f. Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- g. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- h. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- j. In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- k. The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.

6. **Time of Commencement.** The work to be performed under this Agreement shall commence on March 1, 2026 after Contractor provides District the requisite insurance referenced herein.

7. **Term and Renewal.** The initial term of this Agreement shall be for 1 year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent 1 year terms pursuant to the compensation as stated herein and with the same contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.



## **8. Termination.**

- a. Contractor's Termination. Contractor may terminate this Agreement with 90 days' written notice with or without cause.
- b. District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have.
- c. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate this Agreement.
- d. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor under this Agreement. The District specifically reserves all rights available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

## **9. District Representatives and Inspections.**

- a. The District hereby designates the District Manager and other representatives of the District Manager's office to act as the District's representatives. The District's representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Work. The District may, without liability to the Contractor, unilaterally amend this Section from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.
- b. The Contractor agrees to meet with a District representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- c. The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- d. All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work.
- e. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 5 business days and prior to submitting any invoices to the District. If the Contractor does not respond or take action within the specified time, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement, and to



contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation.

**10. Additional Work.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, amendment, or work order authorization. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing. Contractor has quoted additional services for Mulch (Cypress or Pine Bark) at \$67.00 a cubic yard at an additional annual cost of \$40,200.00, Hardwood Tree Trimming at \$75.00 per tree, Tree Fertilization at \$3.20 per tree, OTC Injections at \$75.00 per square foot and Irrigation Emergency Response Labor at \$125.00 per hour for after hours/weekends (\$75.00 per hour during regular hours Monday-Friday). Contractor has also quoted other additional service rates which are attached hereto as **Exhibit C**.

**11. Compensation**

- a. As compensation for the Work as listed on the Contractor's Proposal Form and attached hereto as **Exhibit B**, the District agrees to pay Contractor a total annual amount of **\$268,656.00**. The Work shall be billed 12 times per year as monthly recurring base maintenance in the amount of **\$22,388.00 per month**.
- b. The grand annual renewal total for the Work will be as follows:
  - i. During the first annual renewal of the Agreement, an annual total of \$268,656.00.
  - ii. During the second annual renewal of the Agreement, an annual total of \$282,096.00.
- c. The Contractor shall on the 1<sup>st</sup> day of each calendar month deliver to the District an invoice for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by the District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- d. The District shall provide payment within 30 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- e. If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 30 days of the District's receipt of such invoice.
- f. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- g. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations



with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

**12. Duties and Rights of Contractor.** Contractor's duties and rights are as follows:

- a. Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- b. Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- c. Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 5 days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- e. Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- f. Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall

maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.

- g. The Contractor has a duty to provide the District a monthly maintenance report, in a form acceptable to the District, that highlights any significant work done in the previous month, issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system.
- h. Environmental Activities. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

### **13. Indemnification.**

- a. The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- b. *It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.*
- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- d. The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

### **14. Limitations on Governmental Liability.** Contractor agrees that nothing herein will constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing.



## **15. Insurance.**

- a. Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
  - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
  - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
  - iii. Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
  - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- b. Each insurance policy required by this Agreement shall:
  - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
  - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- g. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.

- h. Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.

**16. Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

**17. Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

**18. No Third Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Contractor 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 Contractor 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 Contractor and their respective representatives, successors, and assigns.

**19. E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
- c. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

**20. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a “scrutinized company” under the statute and, in the event that the Contractor is designated as a “scrutinized company”, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**22. Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, OR BY EMAIL AT [PUBLICRECORDS@VESTAPROPERTYSERVICES.COM](mailto:PUBLICRECORDS@VESTAPROPERTYSERVICES.COM), OR BY REGULAR MAIL 250 INTERNATIONAL PKWY, STE 208, LAKE MARY, FL 37246.**





23. **Anti-Human Trafficking.** Pursuant to Section 787.06, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor does not use coercion for labor or services as defined in the statute. The Contractor is required to provide an affidavit, signed by an officer or a representative of the Contractor with this representation, addressed to the District, as required by Section 787.06(13), Florida Statutes.
24. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.
25. **Controlling Law and Venue.** This Agreement shall be governed under the laws of the State of Florida with venue in the County where the District is located.
26. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
27. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
28. **Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
29. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
30. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
31. **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.
32. **Authorization.** The execution of this Agreement has been duly authorized by the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.





**33. Notices.** Whenever any party desires to give notice to the other parties, it must be given by written notice, sent by email, certified United States mail with return receipt requested, or a nationally recognized express transportation company to the addresses below. In the event that any party undergoes a change in address or contact information, notification to the other parties shall be made.

**To the District:**

c/o Vesta District Services  
250 International Parkway  
Suite 208  
Lake Mary, Florida 32746  
Attn: Heath Beckett  
[hbeckett@vestapropertyservices.com](mailto:hbeckett@vestapropertyservices.com)


**To the Contractor:**

9702 Harney Road  
Thonotosassa, FL 33592  
Attn: Neil McFadyen  
[neil.mcfadyen@yardinique.com](mailto:neil.mcfadyen@yardinique.com)

**34. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement on the day and year first written above.

**Yard-nique, Inc.**

  
Dominick Portoghese (Feb 11, 2026 13:44:50 EST)

Name: Dominick Portoghese

Title: Director of Business Development - Florida

Feb 11, 2026

**Panther Trace II  
Community Development District**

\_\_\_\_\_  
Jeffrey Spiess

Chair of the Board of Supervisors

Exhibit A - Scope of Service  
Exhibit B – Proposal Form  
Exhibit C – Additional Service Price List  
Exhibit D – Landscape Maintenance Map



### ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Neil McFadyen, as Business Development Manager, on behalf of ASI Landscapes, a Florida Corporation Company (the "Contractor"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Contractor.
2. The Contractor does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Contractor does not participate in any of the following actions:
  - (a) Using or threatening to use physical force against any person;
  - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
  - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
  - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
  - (e) Causing or threatening to cause financial harm to any person;
  - (f) Enticing or luring any person by fraud or deceit; or
  - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

Dated: \_\_\_\_\_, 2025

[Remainder of page intentionally left blank]

FURTHER AFFIANT SAYETH NAUGHT.

ASI Landscapes  
a Florida Corporation Company

By: [Signature]  
Name: Neil McFadyen  
Title: Business Development Manager

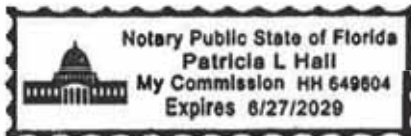
STATE OF FLORIDA  
COUNTY OF Pinellas

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by  
Neil McFadyen, as Business Development Manager of ASI Landscapes, who is  
personally known to me or who produced \_\_\_\_\_ as identification this 6th day of  
January, 2026.

Patricia L. Hall

Notary Public

(Notary Seal)



(ANTI-HUMAN TRAFFICKING AFFIDAVIT)

# EXHIBIT A

## PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT

### DETAILED SPECIFICATIONS Landscape and Irrigation Maintenance Services

#### SCOPE OF SERVICES

The Work defined in this document is intended to be all encompassing, meaning this scope may specify maintenance requirements for grass, plants, trees, shrubs, or irrigation not specifically covered by any Agreement entered into between the Owner and the Contractor. Any requirement contained herein but not specified in any Agreement issued by the Owner will be self-deleting.

The frequency at which insecticides and fertilizers are to be applied is specified herein and is considered to be the minimum requirement. The Contractor is responsible for additional applications as deemed necessary by the Contractor to maintain healthy and beautiful plantings. Fertilizers may need to be customized by the Contractor as deemed necessary to accommodate existing soil conditions.

The Contractor agrees to provide all labor, supervision, and equipment necessary to carry out the Work outlined in the Agreement on a timely basis. There shall be no variance from the requirements contained herein unless expressly stated through an addendum to the contract. The contractor must include a schedule of services with the submission of the proposal.

Owner and/or District Manager reserve the right to modify the scope of Work, i.e., the quantity or type of materials used, the frequency of performance, etc.

#### General Services

Scheduling of maintenance visits will be determined by the Owner and/or District Manager. The Owner and/or District Manager shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled.

#### 1. Mowing and Edging

- a. Mowing of all Boulevard turf areas weekly in the months of April through October and biweekly in the months of November through March, approximating forty-two 42 mowings annually. The height of the cut will be set at approximately three inches. Mowing wet grass shall be avoided when possible. Mower blades must be sharp so that the cut grass edge is clean and not ragged.
- b. Pond mowing will be scheduled for a total of no less than thirty-six mowings per year, with focus on reducing resident complaints and preventing ponds from becoming overgrown during the growing and rainy season.
- c. Edging of all sidewalks, curbs, pathways, and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the borders by use of a mechanical edger. (Does not include ponds).
- d. All landscape debris on curbs, sidewalks, paved areas, etc. generated by mowing shall also include immediately sweeping and/or blowing clippings off in a direction away



from buildings, planting beds and cars. Clippings and debris shall never be blown into storm water inlets or ponds. Contractor will haul away all landscape debris generated during the performance of this Scope of Work.

- e. All areas shall be kept free of grass clumps and excess debris.

## **2. Pruning**

- a. Detailing of planted areas will include trimming, pruning, and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers, removal of Spanish Moss up to 6'-0" as well as the defining of bed lines tree saucers, and the removal of unwanted vegetation.
- b. All shrubs shall be hand and mechanically pruned to industry standards, removing dead and damaged wood to allow for natural development of plant material, and to create the effect intended by the Consultant and Owner and/or District Manager. Pruning shall be performed through the growing months to keep the plant material aesthetically pleasing and within its boundaries.
- c. Contractor shall conduct ornamental pruning of all bushes, shrubs, hedges, vines, etc. in the areas to be maintained no less than twelve (12) times yearly and shall immediately remove the cuttings and trimmings and other debris from CDD property. All trees, shrubs, and other plant material that encroach on or obstruct any street, sidewalk, walkway, or sign shall be trimmed by the Contractor as needed or as directed by the CDD.
- d. Palm trees are to be trimmed two (2) times annually to maintain a neat and quality appearance. All dead Palm Fronds should be trimmed and removed as needed. Palms may not be trimmed above the horizontal (3:00-9:00) positions and there shall be absolutely no "pin heading" of palms.
- e. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed, not including Hurricane Cleanup.

## **3. Bed Dressing and Weed Control**

- a. Cypress mulch or Pine nuggets will be provided and replenished in all bedding areas may be done annually and are subject to an additional cost.
- b. Additional mulch applications and/or mulch maintenance required by the Owner will be done by the Contractor at a price and schedule negotiated by the parties.
- c. All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent at a ratio of 3 ounces per gallon of water.



- d. Sidewalks, curbs, and other paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
- e. Contractor shall be responsible for measuring and confirming the quantities for each annual rotation for all existing pots and annual bed areas based on plant spacing as specified. Contractor shall also be responsible for planting the specified size of plant material designated by Consultant. Beds shall be prepared to Consultant's specification. Contractor shall be responsible for taking general and micronutrient tests of annual bed areas. The District Manager and Consultant should receive copies of test results and a list of actions to be taken by Contractor to correct all problems identified by report.

#### **4. Insect and Disease Control**

- a. Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems. Contractor shall be responsible for removing any excess pesticides from paved surfaces, curbs, and sidewalks.
- b. Contractor agrees to treat with success all treatable diseases and insects. Contractor shall report treatable diseases and insects identified during routine inspections, the treatment strategies, and timeline for achieving treatment success criteria.
- c. Contractor shall list all untreatable diseases and insects identified during routine inspections and establish an accounting of all affected areas.

#### **5. Fertilization**

- a. Contractor shall have full responsibilities of determining the proper formulations and rates of all fertilizers to maintain healthy, vigorous turf and plantings. Contractor shall be expected to apply any minor nutrients necessary to maintain healthy shrubs. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks. Contractor is responsible for adjusting the pH as necessary to maintain healthy plants.
- b. Fertilization applies to planted trees that still are staked or guyed, and planted trees that have a caliper of eight (8) inches or less. Existing mature trees do not apply. Contractor is required to notify District Manager and make recommendations, in monthly writing, of all other trees that may need supplemental fertilization. Contractor shall be responsible for removing any excess fertilizer from paved surfaces, curbs, and sidewalks.

#### **6. Irrigation - Maintenance/Service - The Contractor will perform the following inspection and maintenance services once monthly:**

- a. Activate and visually inspect each zone of the existing system.
- b. Visually inspect entire property for proper coverage.
- c. Visually inspect system and report to the Owner in writing any heads, valve boxes, or other equipment in need of repair or replacement.





- d. Clean or adjust any heads not functioning properly.
- e. Adjust program controller to the watering needs as dictated by weather conditions.
- f. Assure proper operation of all control valves.
- g. Adjust heads for correct arc and rotation as necessary.
- h. Leave areas in which repairs or adjustments are made neat and free of debris.

## **7. Irrigation Repairs**

- a. The Contractor must obtain Owner approval of irrigation system repairs and component replacement before initializing such work.
  - i. Contractor shall be responsible for damage to irrigation and water supply items that were not reported to the District Manager in writing, and will be responsible for replacement of these items.
- b. Upon authorization by the Owner, the Contractor will proceed with such extra work at a price negotiated by the parties. The negotiated prices shall be agreed upon between the Contractor and Owner and a standard unit price list will be made a part of any Agreement resulting from this Scope of Work.
- c. Contractor shall not be responsible for the watering of any turf area unless plant material is under additional warranty

## **8. Pet Waste Station Maintenance**

- a. The Contractor will empty all pet waste stations twice per week and replenish pet waste bags. Station components shall be cleaned and sanitized with each maintenance event.

### Emergency Response

The most efficient way to recover from an emergency is to be prepared in advance. The Contractor must be fully equipped, committed and prepared to respond before a storm approaches. They must mobilize within 72 hours of the event. Business partners will respond to emergencies initially with a formal report on damage to the community within 72 hours of the event. They must identify how they will assess damage, salvage and cleanup following the incident and be ready to dispatch trained experienced crews and the heavy equipment necessary to clear downed trees, debris on streets, common areas, pathways, etc. within 48 hours of acceptance of the assessment plan by the District.



## WARRANTY

### Turf Warranty

If the grass covered under this turf care program dies, the affected grass will be replaced by the Contractor at no charge to the Owner. However, the Contractor's liability will be limited to conditions it can reasonably control. Conditions that are considered beyond the Contractor's reasonable control are:

1. Nematodes, diseases, insects, and weeds that are untreatable with currently available chemicals.
2. Lack of sufficient water due to municipality's failure to supply.
3. Acts of God.

### Tree and Shrub Warranty

If a plant or tree dies from insect or disease damage it will be replaced with one that is of a similar variety and caliper acceptable to Owner and shall have a one year warranty. **Exclusions to this warranty are:**

1. Pre-existing uncorrectable conditions. Note: Contractor accepts all pre-existing conditions unless Contractor and Owner agree that uncorrectable conditions exist and establish an accounting of the uncorrectable conditions.
2. Nematodes, borers, and locusts.
3. Acts of God.
4. Diseases and insects that is untreatable with currently available chemicals. Note: Contractor agrees to treat with success all diseases and insects unless the Contractor and Owner agree that certain diseases and insects are untreatable and establish an accounting of areas with untreatable diseases and insects.
5. Soil contamination unless the soil has been contaminated by the Contractor.

### Bedding Plant Warranty

Any bedding plant that dies due to insect damage or soil born disease will be replaced by the Contractor under warranty at no charge to the Owner. Exclusions to this warranty are:

1. Aerial diseases. Note: Contractor agrees to treat with success all aerial diseases unless the Contractor and Owner agree that certain aerial diseases are untreatable and establish an accounting of the untreatable diseases.
2. Acts of God.
3. Soil contamination unless the soil has been contaminated by the Contractor.
4. Freezing.
5. Theft or vandalism.



## CONDITIONS AND STANDARDS

### GENERAL CONDITIONS

The maintenance work will be done on a routine schedule that is sensitive to the overall function and appearance of the property.

1. All Work will be performed during the normal business week of the Contractor (Monday through Friday) unless otherwise stipulated. All work shall be performed professionally in accordance with generally accepted horticultural principals.
2. The CDD's Independent Management Company that oversees the onsite management, currently DPFG, Inc., or its designee, will be the representative of the CDD for the purpose of verifying that work performed by Contractor is done according to the signed Agreement.
3. Contractor will maintain general liability insurance, property damage insurance, and worker's compensation insurance in amounts acceptable to the Owner at all times while performing the Work. Specific Owner insurance requirements will be specified in the actual Agreement between the Contractor and Owner.
4. Contractor will maintain at all times the necessary licenses in the state, county, or city having jurisdiction and any permits required in performance of the Work.
5. Contractor will comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.
6. All work performed shall be in strict accordance with the Owner's specifications and all local municipalities and government agencies' requirements, including State/Federal EPA, FDEP, State of Florida codes, ordinances, and Statutes.
7. Contractor shall pay all local, state, and federal taxes, if any, applicable to this Agreement, the Services performed pursuant to this Agreement, and the compensation paid to the Contractor.
8. The Contractor shall confirm and provide documentation of the ability to work in the U.S.
9. Contractor shall provide such indemnification and legal defense as set forth in the actual agreement between the parties.
10. Contractor shall notify the Owner and the Owner shall secure the approval of those residents whose real property the Contractor shall require access to in the course of performing work under this Scope of Work.
11. Contractor agrees that its pricing to the Owner shall not increase throughout the term of this Service Agreement.



### QUALITY AND INSTALLATION STANDARDS

1. All labor and material are warranted for a period of one (1) year from the date of installation.
2. Contractor will be responsible for correcting all deficiencies found by Owner's representatives within **five (5) working days** (unless otherwise requested) and prior to invoice submittal.
3. Notwithstanding the above, before performing any work the Contractor affirms that he has totally familiarized himself with plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra work shall be allowed unless a prior written authorization is received from the Owner.
4. Contractor will supply its own electric power as necessary unless otherwise instructed by Owner.
5. Contractor will receive an executed or acceptance of proposal/or contract from Owner before beginning any work.
6. Contractor may be fined up to \$100.00 per day for non-conformances not corrected within a reasonable amount of time.
7. At all times, Contractor must:
  - a. Construct, operate, and maintain a safe and healthful work environment.
  - b. Provide its employees the protective clothing, equipment, training, and safety devices necessary to ensure compliance with relevant State and Federal Safety and Health standards.
8. Contractor shall supply Owner with a chemical information list and all MSDS sheets prior to starting work and will update both on an annual basis.
9. Where applicable, Contractor will provide Owner with a fall protection plan as required by the OSHA 1995 fall protection standards.
10. A Quality Control Checklist for proper grounds maintenance will be developed and completed by the Contractor and submitted to the Owner each week.
11. The following shall not be allowed on Owner's property:
  - a. Alcohol or illegal drugs of any kind.
  - b. Loud or offensive music.
  - c. Pets or animals.
  - d. Firearms.
  - e. Any non-employee under 18 years of age.
12. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. Contractor shall have a reasonable time within which to obtain uniforms for new employees. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted.



13. Rudeness or discourteous acts by Contractor employees towards tenants, guest, management, etc. will not be tolerated. No Contractor solicitation of any kind is permitted on property. Contractor may be asked to park in designated areas.

14. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's Work under this agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

#### **MANNER OF CONTRACTORS PERFORMANCE**

The Contractor agrees that the Authorized Representative will meet with the District's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. In addition to any and all specific items addressed during such meetings, the Monthly Landscape Maintenance Visual Scorecard, attached hereto as Exhibit C and incorporated herein, shall be completed, and executed by both the Authorized Representative and District's Representative at the conclusion of such meeting. The District may withhold payment in whole or in part to the extent necessary to reasonably protect the District if significant performance deficiencies are documented per executed Visual Scorecard(s).



## EXHIBIT B



### Panther Trace II CDD RFP Landscape Maintenance & Irrigation Services

#### Company Resume

#### maintain

Quality landscape maintenance including complete grounds care and specialized services for the life and beauty of your landscapes.

#### enhance

We can bring your vision to life with specific enhancements or long-term planning to revitalize large-scale commercial landscapes.

#### communicate

The key to maintaining long-term relationships with our customers is ensuring clear and open communication about the services we provide.





## Property Boundaries and Measurements



### Panther Trace II CDD

11462 Panther Trace Blvd, Riverview, FL 33579, United States



### Legend

Name	Quantity
Total Area - Acre	69.42 AC
Turf	2005466 SF
Mulch Beds	160929 SF
Tree Rings Mulch	22665 SF
Tree Count	1301
Soft Edge	16096.87 LF
Hard Edge	80601.03 LF
Bed Edge	17712.88 LF
Pond Edge	32443.96 LF
Synthetic Turf	1748 SF
Palm Tree Count	243
Annulars Bed	246 SF

Exported on 1/5/2026



# Welcome Letter

We are delighted to present this contract for the landscape management of your property and to partner with you to provide quality services.

ASI Landscapes, a Yardnique Company, is continuously expanding our area of service and we see this as an opportunity to nurture a long-term relationship with you. As we grow, we sincerely hope you will grow with us. We have been entrusted with some of the most prestigious properties and communities. Rest assured, we are fully equipped to care for every aspect of your landscape, and you will witness a remarkable difference.

Effective communication is a cornerstone of our success, and we place significant value on our weekly visits, monthly walks, and consistent communication. These elements are crucial in delivering excellent service, as you have entrusted us to provide quality service in a timely manner while being in constant communication with you and your team. We are passionate about delivering excellent services and communication.

This unwavering dedication ensures that your property preserves its luminosity, attractiveness, and stands out for its unparalleled quality compared to others. We will provide you with opportunities to enhance and improve your landscape through proposals that drive a return on your investment and makes a significant impact for your property. We partner with you to maintain your outdoor environment and look forward to building a partnership with you.

We are excited to demonstrate the difference our services can make and look forward to the opportunity to work with you and create a thriving landscape together!

Sincerely,



Neil McFadyen  
Business Developer  
[neil.mcfadyen@yardnique.com](mailto:neil.mcfadyen@yardnique.com)  
7276101483



**PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS  
LANDSCAPE MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel & Equipment (20 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following criteria: Skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.

**2. Experience (25 Points Possible) (\_\_\_\_ Points Awarded)**

A full twenty-five (25) points will be awarded to the Proposer which clearly distinguishes past & current record and experience of the Proposer in similar projects; volume of work *previously* awarded to the firm; past performance in any other contracts; etc.

**3. Understanding Scope of RFP (15 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses the following issues: Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it provide all information as requested by the District including pricing, scheduling, staffing, etc.? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" included? Does the proposal as a whole appear to be feasible, in light of the scope of work? Did the contractor use the forms provided from the Project Manual in responding to the proposal?

**4. Financial Capacity (5 Points Possible) (\_\_\_\_ Points Awarded)**

This category addresses whether the Proposer has demonstrated that it has the financial resources and stability as a business entity necessary to implement and execute the work. Proposer should include proof of ability to provide insurance coverage as required by the District as well as audited financial statements, or similar information.

**5. Price (20 Points Possible) (\_\_\_\_ Points Awarded)**

Twenty (20) points will be awarded to the Proposer submitting the lowest bid for Parts 1 - 4 (the Contract Amount). AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.

EXAMPLE: Contractor "A" turns in a bid of \$210,000 and is deemed to be low bid and will receive the full 20 points. Contractor "B" turns in a bid of \$265,000. Bid "A" is divided by Bid "B" then multiplied by the number of points possible (20).  $(210,000/265,000) \times 20 = 15.85$ , therefore, Contractor "B" will receive 15.85 of 20 possible points. Contractor "C" turns in a bid of \$425,000. Bid "A" is divided by Bid "C" then multiplied by the number of points possible (20).  $(210,000/425,000) \times 20 = 9.88$ , therefore, Contractor "C" will receive 9.88 of 20 points.

6. Reasonableness of ALL Numbers (15 Points Possible) (\_\_\_\_ Points Awarded)

Up to fifteen (15) points will be awarded as to the reasonableness of ALL numbers, quantities & costs (including, but not limited to fertilizer quantities, mulch quantities based on Contractor's field measurements) provided, including Parts 1, 2, 3, 4, 5 and 6 as well as unit costs from the additional schedules.

Proposer's Total Score (100 Points Possible) (\_\_\_\_ Points Awarded)

END

### AFFIDAVIT REGARDING PROPOSAL

STATE OF Florida  
COUNTY OF Pinellas

Before me, the undersigned authority, appeared the affiant, Neil McFadyen, and having taken an oath, affiant, based on personal knowledge, deposes and states:

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Business Development Manager for ASI Landscapes ("Proposer"), and am authorized to make this Affidavit Regarding Proposal on behalf of Proposer.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Panther Trace II Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.

3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.

4. The Proposer agrees through submission of the Proposal to honor all pricing information for ninety (90) days from the opening of the proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the contract in the form included in the Project Manual.

5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s: N/A.

6. By signing below, and by not filing a protest within the seventy-two (72) hour period after issuance of the Project Manual (i.e., by no later than October 6, 2025 at 5:00 PM (EST)), the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.



Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this 6 day of January, 2025

Proposer: [Signature]  
By: Neil McFadyen  
Title: Business Development Manager

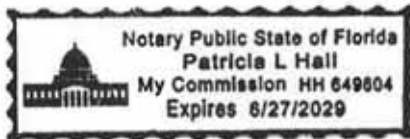
STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6th day of January, 2025, by Neil McFadyen, as Business Development Manager of ASI Landscapes, who appeared before me this day in person, and who is either personally known to me, or produced                                  as identification.

Patricia L Hall  
NOTARY PUBLIC, STATE OF Florida

Name: Patricia L Hall  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

(NOTARY SEAL)





**PROPOSAL FORM**  
**PART I – GENERAL INFORMATION**

- *Proposer General Information:*

Proposer Name ASI Landscapes

Street Address 9702 Harney Road

P. O. Box (if any) \_\_\_\_\_

City Thonotosassa State Florida Zip Code 33592

Telephone 813-948-3938 Fax no. \_\_\_\_\_

1st Contact Name Neil McFadyen Title Business Development Manager

2nd Contact Name Dominick Portoghese Title Director of Business Development

Parent Company Name (if any) Yardnique Inc.

Street Address 10014 Chapel Hill Road

P. O. Box (if any) \_\_\_\_\_

City Morrisville State NC Zip Code 27560

Telephone 919-388-9879 Fax no. \_\_\_\_\_

1st Contact Name Neil McFadyen Title Business Development Manager

2nd Contact Name Dominick Portoghese Title Director of Business Development

- **Company Standing:**

**Proposer's Corporate Form:** Corporation  
(e.g., individual, corporation, partnership, limited liability company, etc.)

In what State was the Proposer organized? Delaware Date 04/07/2021

Is the Proposer in good standing with that State? Yes ☒ No ☐

If no, please explain N/A

\_\_\_\_\_  
\_\_\_\_\_

Is the Proposer registered with the State of Florida, Division of Corporations and authorized to do business in Florida? Yes ☒ No ☐

If no, please explain N/A

\_\_\_\_\_  
\_\_\_\_\_

- **What are the Proposer's current insurance limits?**

General Liability	<u>\$ 1,000,000.00</u>
Automobile Liability	<u>\$ 1,000,000.00</u>
Workers Compensation	<u>\$ 5,000,000.00</u>
Expiration Date	<u>4/30/2026</u>

- **Licensure** – Please list all applicable state and federal licenses, and state whether such licenses are presently in good standing:

<u>Occupational License - Floriday, Hillsborough County No. 96169</u>	<u>Certified Arborist License - Florida, No. FL0710A</u>
<u>Business Tax/License - Florida, Orange County No. 1177765</u>	<u>FDOT Intermediate Maintenance of Traffic Certification</u>
<u>Pest Control License - FLorida, No. JB135024</u>	<u>Pinellas County BMP Certification - No. 013</u>
<u>Pest Control Operator - Florida, No. JF184897</u>	<u>State of Florida Irrigation - License No. I-CFCO24523</u>
<u>License as a dealer in Agricultural Products - Florida, No. 116260-1</u>	



**PROPOSAL FORM**  
**PART II – PERSONNEL AND EQUIPMENT**

- *List the location of the Proposer's office, which would perform work for the District.*

Street Address 9702 Harney Road

P. O. Box (if any) \_\_\_\_\_

City Thonotosassa State Florida Zip Code 33592

Telephone 813-948-3938 Fax no. \_\_\_\_\_

1st Contact Name Jonathan Maceira Title Branch Manager/BMP FNGLA

2nd Contact Name Joe Amarosa Title Regional Manager

- *Proposed Staffing Levels - Landscape and irrigation maintenance staff will include the following:*

<u>2</u>	Supervisors, who will be onsite <u>2-3</u> days per week;
<u>2</u>	Technical personnel, who will be onsite <u>2</u> days per <u>month</u> , and
<u>4-6</u>	Laborers, who will be onsite <u>2-3</u> days per week.

Review a detailed outline of the maintenance process beginning on page 47 of this document identified as page 13 of ASI Operational Plan.

- *Officers and Supervisory Personnel – Please complete the pages that follow at the end of this Part regarding the Proposer's Officers and Supervisory Personnel, and attach resumes for any individuals listed. See page 6 Leadership Team and page 7 Key Services Team in ASI Company Information Program*
- *Technical Personnel – Does the Proposer currently employ any other technical personnel who have expertise in pesticide application, herbicide application, arboriculture, horticulture, or other relevant fields of expertise? Yes \_\_\_ No \_\_\_ If yes, please provide the following information for each person (attach additional sheets if necessary):*

Name: See Key Services Team - Resumes, page 7 of ASI Company Information Program

Position / Certifications: Agromony Manager/CPO Irrigation Manager/Licensed

Duties / Responsibilities: Fertilization/IPM Management Irrigation Inspection/Repairs

% of Time to Be Dedicated to This Project: 10 %

**Please describe the person's role in other projects on behalf of the Proposer:**

Project Name/Location: Epperson North CDD / Wesley Chapel

Contact: Garrett Marshall Contact Phone: 407-760-6156

Project Type/Description: Full Service Maintenance

Duties / Responsibilities: maintenance team. Irrigation and Agronomic programs for the community, sub-association

Dollar Amount of Contract: \$567K

Proposer's Scope of Services for Project: \_\_\_\_\_

Maintenance, irrigation, agronomy for community, sub-association  
entryways, perimeter grounds, roadways, parks, ponds and trails.

Dates Served: 2025 - current

- *Subcontractors – Does the Proposer intend to use any subcontractors in connection with the work? Yes ☒ No ☐ For each subcontractor, please provide the following information (attach additional sheets if necessary):*

ASI Landscapes does offer palm trimming and mulching utilizing in-house maintenance teams; however, these services are subject to various levels of service from subcontractors within our partnerships.

Subcontractor Name: American Mulch

Subcontractor Duties: Mulch Installation

Subcontractor Qualifications: Regional Company with a decade of experience in the Tampa  
region and several years of installation collaboration with ASI.

Subcontractor Name: First Coast Mulch and EZ Mulch

Subcontractor Duties: Mulch Installation

Subcontractor Qualifications: Florida company with facilities in Jacksonville, Palm Coast  
and Tampa. ASI has had a long standing partnership with the EZ Mulch division.

Subcontractor Name: SavATree

Subcontractor Duties: Arborist and tree pruning

Subcontractor Qualifications: National company with 4 decades of experience serving  
40 states. Has worked with ASI on various projects for more than 3 years.

- ***Security Measures - Please describe any background checks or other security measures that were taken with respect to the hiring and retention of the Proposer's personnel who will be involved with this project, and provide proof thereof to the extent permitted by law:***

All services under the contract will be performed by Yardnique Inc. employees or subcontractors registered under our associations. Registrations include, insurance documentation, clean background screening, clean drug screens, and e-verification.

- ***Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.***



## OFFICERS

**PROPOSER:** ASI Landscapes

\$268,656.00 w/o annuals  
\$279,864.00 w/ annuals

DATE: 01/07/2026

**Provide the following information for key officers of the Proposer and parent company, if any.**

Provide the following information for key officers of the Proposer and parent company, if any.				
NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE	
FOR PARENT COMPANY (if applicable)				
Brian DuMont	Founder/CEO	Executive Oversight	Morrisville, NC 27560	
Rob Wood	CFO	Executive Oversight	Morrisville, NC 27560	

**SUPERVISORY PERSONNEL  
WHO WILL BE INVOLVED WITH THE WORK**

PROPOSER: ASI Landscapes

DATE: 01/07/2026

INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Joe Amarosa	Regional Manager	Operations Management	Thonotosassa	As needed	10	22
Jonathan Maceira	Branch Manager	Operations Management	Thonotosassa	As needed/1 per month	4	10
Robert Tabone	Agromony Manager	Fertilization/IPM Management	Thonotosassa	10/2 days monthly	5	20
Johnny Rodriguez	Irrigation Manager	Irrigation Inspection/Repairs	Thonotosassa	10/2 days monthly	3	10
Jeff Myers	Account Manager	Relations Management	Thonotosassa	15/4 days monthly	5	25

**COMPANY OWNED MAJOR EQUIPMENT  
TO BE USED IN CONNECTION WITH THE WORK**

PROPOSER: ASI Landscapes

DATE: 01/07/2026

QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS
3	Light, Super Duty, and Larger Trucks	3	Thonotosassa
3	Trailers-Open	3	Thonotosassa
1	Irrigation Spray	20	Thonotosassa
2	Z Spreaders/Spray	20	Thonotosassa
4-6	Various mowers, 72", 60", walk behind	3	Thonotosassa
12-15	Hand Power Equipment	3	Thonotosassa
More detailed listing provided on page 13 of ASI Landscape Program included in this document			

**PROPOSAL FORM**  
**PART III – EXPERIENCE**

- *Has the Proposer performed work for a community development district previously?* Yes ☒ *No* \_\_\_\_ *If yes, please provide the following information for each project (attach additional sheets if necessary):* Additional CDD references are provided on the following pages

Project Name/Location: Epperson North CDD / Wesley Chapel

Contact: Garrett Marshall Contact Phone: 407-760-6156

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: \$567K \$268,654.00 w/o annuals  
\$279

Scope of Services for Project: \_\_\_\_\_

Maintenance, irrigation, agronomy for community, sub-association  
entryways, perimeter grounds, roadways, parks, ponds and trails.

Dates Serviced: 2025 - current

- *List the Proposer's total annual dollar value of landscape and irrigation services work completed for each of the last three (3) years starting with the latest year and ending with the most current year:*

2024 = \$159,000,000.00

2023 = \$121,548,000.00

2022 = \$86,760,000.00

- Please provide the following information for each project that is similar to this project, currently undertaken, or undertaken in the past five years. The projects must include irrigation maintenance as well. Attach additional sheets if necessary.

Project Name/Location: Fish Hawk CDD  
Contact: Eric Dailey Contact Phone: 813-575-1955  
Project Type/Description: Full Service Maintenance  
Dollar Amount of Contract: \$1.4M  
How was the project similar to this project? Scope of work and geography for the common areas and pond maintenance.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Includes monthly irrigation and agronomy services for community, sub-association, entryways, perimeter grounds, roadways

List of equipment used on site: 4-5 Super Duty and larger w/ trailers, 8-10 various mowers, 72", 60" 20 - 25 hand power equipment, edgers, trimmers, blowers

List of subcontractors used: Partnered with Sprinkler Solutions of Florida for irrigation services.

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2024/2025/ongoing

- *(Information regarding similar projects – continued)*

Project Name/Location: Medley at Mirada Community HOA

Contact: John Mullins Contact Phone: 754-364-6958

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: \$1.1M

How was the project similar to this project? Scope of work and geography for the  
common areas and pond maintenance.

**Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):** Maintenance free community of homes  
entryways, perimeter grounds, roadways, parks, ponds and trails.  
Includes monthly irrigation and agronomy.

List of equipment used on site: 4-5 Super Duty and larger w/ trailers, 8-10 various mowers, 72", 60"  
20 - 25 hand power equipment, edgers, trimmers, blowers

List of subcontractors used: N/A

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2022/2023/2024/2025/ongoing





- *(Information regarding similar projects – continued)*

Project Name/Location: Hunter's Creek Community Association

Contact: Michelle Ouimet Contact Phone: 404-240-6000

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: \$1.4M

How was the project similar to this project? Community maintenance and management of landscaping services for similar turf and shrub processes.

**Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.):** Includes monthly irrigation and agronomy services for community, sub-association, entryways, perimeter grounds, roadways

List of equipment used on site: 5-6 Super Duty and larger w/ trailers, 12-15 various mowers, 72", 60" 25-30 hand power equipment, edgers, trimmers, blowers

List of subcontractors used: N/A

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2020/2021/2022/2023/2024/2025 ongoing



- *(Information regarding similar projects – continued)*

Project Name/Location: Angeline Community HOA

Contact: Jessica Mesa Contact Phone: 754-364-6958

Project Type/Description: Full Service Maintenance

Dollar Amount of Contract: \$750,000.00

How was the project similar to this project? Community maintenance and management of landscaping services for similar turf and shrub processes, including homes.

Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, pest control, weed control, thatch removal, irrigation, etc.): Maintenance free community of homes parks, common areas and amenity center. Includes irrigation and agronomy.

List of equipment used on site: 3-4 Super Duty and larger w/ trailers, 6-8 various mowers, 72", 60" 16 - 20 hand power equipment, edgers, trimmers, blowers

List of subcontractors used: N/A

Is this a current contract? Yes ☒ No ☐

Duration of contract: 2022/2023/2024/2025/ongoing

\*Additional references are included on Reference Contact Community List within the ASI Resume & Landscape Program



- *Has the Proposer, or any of its principals or supervisory personnel (e.g., owner, officer, or supervisor, etc.), been terminated from any landscape or irrigation installation or maintenance contract within the past 5 years? Yes ☒ No ☐ For each such incident, please provide the following information (attach additional sheets as needed):*

Project Name/Location: Del Webb Lakewood Ranch

Contact: Valerie Fasano Contact Phone: 973-652-3266

Project Type/Description: Maintenance free community of homes

Dollar Amount of Contract: \$1.7M

Scope of Services for Project: Maintenance free community of homes

parks, common areas and amenity center. Includes irrigation and agronomy.

Dates Serviced: 2024-2025

Reason for Termination: Contract offered to Yardnique Inc. with short turnaround to establish new branch in the Sarasota area including site location and personnel recruitment.

Difficulties in employee recruitment and experience for size of project with minimal timeframe at the start of summer season led to service decline and expectations.



- *Has the Proposer been cited by OSHA for any job site or company office/shop safety violations in the past five years? Yes \_\_\_ No ☒*

If yes, please describe each violation, fine, and resolution N/A

\_\_\_\_\_

What is the Proposer's current worker compensation rating? Modifier rate is 1.13

Has the Proposer experienced any worker injuries resulting in a worker losing more than ten (10) working days as a result of the injury in the past five years? Yes \_\_\_ No ☒

If yes, please describe each incident N/A

\_\_\_\_\_

- *Please state whether or not the Proposer or any of its affiliates are presently barred or suspended from proposing or contracting on any state, local, or federal contracts? Yes \_\_\_ No ☒ If yes, please provide:*

The names of the entities N/A

The state(s) where barred or suspended N/A

The period(s) of debarment or suspension N/A

Also, please explain the basis for any bar or suspension:

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- *List any and all governmental enforcement actions (e.g., any action taken to impose fines or penalties, licensure issues, permit violations, consent orders, etc.) taken against the Proposer or its principals, or relating to the work of the Proposer or its principals, in the last five (5) years. Please describe the nature of the action, the Proposer's role in the action, and the status and/or resolution of the action.*

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



- *List any and all litigation to which the Proposer or its principals have been a party in the last five (5) years. Please describe the nature of the litigation, the Proposer's role in the litigation, and the status and/or resolution of the litigation.*

Floralawn vs. Plexus Capital LLC and Yard-nique Inc. 5/2024. Litigation is against

the corporate entity and not directly associated with ASI Landscape.

\$282,096.00 w/o annuals  
\$29.00 w/ annuals



**PANTHER TRACE II COMMUNITY DEVELOPMENT DISTRICT  
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**BID SUMMARY**

**Proposer Name:** ASI Landscapes

**Basic Services**

Total lump sum for all services covered in Request for Proposal:

<b>Proposed Lump Sum:</b>	<b>Monthly</b>	<b>Annual Total</b>
	\$22,388.00 w/o annuals \$23,322.00 w/ annuals	\$268,656.00 w/o annuals \$279,864.00 w/ annuals
Year 1 (from Bid Summary Form)		
	\$22,388.00 w/o annuals \$23,322.00 w/ annuals	\$268,656.00 w/o annuals \$279,864.00 w/ annuals
Year 2		
	\$23,509.00 w/o annuals \$24,442.00 w/ annuals	\$282,096.00 w/o annuals \$293,304.00 w/ annuals
Year 3		

The fee amount shall be based on the following schedule of values and other reasonable costs.

**Additional Services**

Additional services that may be required will be based on a scope of work provided by the District Representative.

Fee(s) for additional service(s) shall be an amount agreed upon by the District Representative and the Contractor.



## Bid Tabulation & Summary Form

Proposers: Please submit completed Bid Tabulation Form below AND Detailed Landscape Maintenance Plan

<b>FUNCTION</b>	<b>FREQUENCY (Per Year)</b>	<b>Individual Quantity</b>	<b>UNIT PRICE</b>	<b>ANNUAL TOTAL</b>
Boulevard Mowing	42	NA	\$1520.00	\$54,720.00
Pond Bank Mowing	36	NA	\$1520.00	\$54,720.00
Edge	42	NA	\$760.00	\$31,920.00
Insect/Disease Control (ongoing)	52	NA	\$66.00	\$3432.00
Debris Disposal	52	NA	\$66.00	\$3432.00
Turf Weed Control	52	NA	\$66.00	\$3432.00
Bed Weed Control	52	NA	\$66.00	\$3432.00
St. Augustine Turf Fertilization	6	NA	\$4200.00	\$25,200.00
Irrigation Inspection and Management	12	116 Zones	\$1430.00	\$17,160.00
Pet Waste Stations – per waste removal – 2x/weekly & 10,000 bags annually	104	12	\$51.00	\$5,304.00
Shrub/Groundcover Trimming	12	NA	\$3036.00	\$36,432.00
Shrub Fertilization	3	NA	\$2400.00	\$7200.00
Palm Pruning	2	185	\$10,176.00	\$20,352.00
Palm Fertilization	3	185	\$640.00	\$1920.00
Annuals (Min. 4" Height)	4	800 per rotation	\$2802.00	\$11,208.00
<i>Includes Monthly Written Landscape/Irrigation Reports in PDF format submitted via email to District Manager</i>			\$279,864.00 with annuals	
<b>FIRST YEAR LANDSCAPE ANNUAL MAINTENANCE TOTAL</b>			<b>\$ 268,656.00 w/o annuals</b>	
<b>Additional Costs NOT included in annual total:</b>			<b>UNIT PRICE</b>	<b>ANNUAL TOTAL</b>
Mulch (Cypress or Pine Park), including required edging	As needed	600 CY at 4" deep	\$67.00	\$40,200.00
Hardwood Tree Trimming (to 15')	2	Per Tree	\$75.00	
Tree Fertilization	2	Per Tree	\$3.20	
OTC Injections	As needed	Per Tree	\$75.00	
Sod Replacement	As needed	Per S.F.	\$3.00	
Irrigation Labor per Emergency Response	As needed	Service Call	\$125.00	After Hours/Weekend
		Per hour	\$75.00	M-F Regular Hours

Detail out any other items for consideration	FREQUENCY (Per Year)	Individual Quantity	UNIT PRICE	ANNUAL TOTAL
N/A				



## EXHIBIT C

### LANDSCAPE AND IRRIGATION MAINTENANCE RATES FOR ADDITIONAL SERVICES

Please provide rates for the following items (including overhead and profit) which will be used for any additional work and/or services:

A.	Mowers w/operator	\$ <u>75.00</u>	Hour
B.	Bush-Hog w/operator	\$ <u>125.00</u>	Hour
C.	Tractor w/operator	\$ <u>125.00</u>	Hour
D.	Supervisor with Transportation	\$ <u>75.00</u>	Hour
E.	Laborer with hand equipment	\$ <u>75.00</u>	Hour
F.	Truck w/driver	\$ <u>75.00</u>	Hour
G.	Irrigation Tech	\$ <u>75.00</u>	Hour
H.	Granular Pesticide Applicator Person with Drop Spreader	\$ <u>75.00</u>	Hour
I.	Liquid Pesticide Applicator Person with Spray Truck	\$ <u>75.00</u>	Hour
J.	Granular Fertilizer Applicator Person with Drop Applicator	\$ <u>75.00</u>	Hour
K.	Liquid Fertilizer Applicator Person with Spray Truck	\$ <u>75.00</u>	Hour
L.	Granular Weed Control Applicator Person with Drop Applicator	\$ <u>75.00</u>	Hour
M.	Liquid Weed Control Applicator Person with Spray Truck	\$ <u>75.00</u>	Hour
N.	Laborer for Additional Trash Pick-Up	\$ <u>65.00</u>	Hour
O.	Lump Sum Mowing, entire community (Mowing shall include mowing, edging, weed-eating, weeding of beds, weeding of lawns and blowing and/or vacuuming.)	\$ <u>4560.00</u>	Per Mow

## EXHIBIT D

[illegible]