Sterling Hill
Community Development District

Board of Supervisors’ Meeting
March 19, 2020

District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.933.5571

www.sterlinghillcdd.org
All cellular phones must be placed on mute while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 933-5571. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

March 11, 2020

Dear Board Members:

The regular meeting of the Board of Supervisors of the Sterling Hill Community Development District will be held on Thursday, March 19, 2020 at 9:00 a.m. at the North Sterling Hill Clubhouse located at 4411 Sterling Hill Boulevard, Spring Hill, FL 34609. The following is the agenda for this meeting:

1. CALL TO ORDER/ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. AUDIENCE COMMENTS ON AGENDA ITEMS
4. STAFF REPORTS
   A. District Counsel
   B. District Engineer
      1. Update on Pavement Project
      2. Update on Splash Pad
      3. Update on Pond J Work
      4. Update on Drainage Work
   C. Field Operations Manager
   D. Amenity Management
      1. Review of Monthly Report
      2. Consideration of Various Proposals
   E. District Manager
      1. Review of Financial Statements
5. BUSINESS ADMINISTRATION
   A. Consideration of Minutes of the Board of Supervisors’ Meeting held on February 12, 2020.
6. BUSINESS ITEMS
   A. Review and Ranking of Proposals Received for Landscape and Irrigation Maintenance (under separate cover)
   B. Ratification of Finalized Streetlight Agreement for Phase 4
   C. Consideration of Phase 4 Plat Approval (under separate cover)
   D. Consideration of Bus Stop Enhancement
7. AUDIENCE COMMENTS ON OTHER ITEMS
8. SUPERVISOR REQUESTS
9. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.
Sincerely,

Angel Montagna
Angel Montagna
District Manager

cc: Kristen Schalter, Straley & Robin, PA
Stephen Brletic, JMT Engineering
Tab 1
MINUTES OF MEETING

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

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of Sterling Hill Community Development District was held on Thursday, February 20, 2020 at 9:00 a.m. at the Sterling Hill North Clubhouse located at 4411 Sterling Hill Boulevard, Spring Hill, Florida, 34609.

Present and constituting a quorum:

Christina Miller  Board Supervisor, Chairman
Sandra Manuele  Board Supervisor, Vice Chairman
Michael Dimos  Board Supervisor, Assistant Secretary
Nancy Feliu  Board Supervisor, Assistant Secretary

Also present were:

Richard Massa  Board Supervisor, Assistant Secretary  (via Conference call)
Angel Montagna  District Manager, Rizzetta & Company, Inc.
Kristen Schalter  District Counsel, Straley Robin & Vericker
Stephen Brletic  District Engineer, JMT Engineering
John Toborg  Field Service Manager, Rizzetta & Company, Inc.
Jason Pond  Clubhouse Manager
Matt Howell  Representative, CLM
Jarrett Myers  Representative, CLM

Audience

FIRST ORDER OF BUSINESS  Call to Order

Ms. Montagna called the meeting to order and performed roll call confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS  Audience Comments on Agenda Items

Ms. Montagna asked if there were any audience comments. No comments were put forth at this time.
THIRD ORDER OF BUSINESS

A. District Counsel
Ms. Schalter presented and reviewed the Streetlight Agreement from WREC for Phase 4. Attached as (Exhibit “A”). A discussion ensued regarding Phase 4.

On a Motion by Ms. Manuele, seconded by Mr. Dimos, with all in favor, the Board of Supervisors authorized District Chairman to execute the Phase 4 Streetlight Agreement after District Counsel revises it for Sterling Hill Community Development District.

The Agreement will be brought back to the March meeting for ratification.

It was stated that a representative from RIPA and Associates will be at the next Board meeting to discuss the construction of Phase 4.

B. District Engineer
Mr. Brletic gave the Board an update on the pavement project.

Mr. Brletic gave the Board an update on the splash pad. He stated that the inspection has been completed. The big items have been approved but there are four items that need to be rectified before the splash pad can open. Mr. Pond and the pool vendor are handling the project. The landscape needs to be done and CLM will provide Mr. Pond with a proposal for it.

Mr. Brletic stated that he will be out next week to start the work on Pond J.

Mr. Brletic and Mr. Pond reviewed the drainage work. It is in progress. A discussion ensued regarding advisory signage.

On a Motion by Ms. Manuele, seconded by Mr. Dimos, with all in favor, the Board of Supervisors approved changing all Advisory Signage from 20 MPH to 15 MPH for Sterling Hill Community Development District.

C. Field Services Manager
Mr. Toborg presented and reviewed the Field Inspection Report for January 2020. Attached as (Exhibit “B”). He gave the Board updates on the landscape maintenance and stated that he may hold the last payment in March.

Ms. Montagna presented CLM’s letter regarding the first renewal option of the Landscape and Irrigation Maintenance contract and termination of the agreement at the conclusion of the initial term on March 31, 2020. Ms. Montagna stated that Mr. Toborg had started the RFP process for Landscape and Irrigation maintenance proposals. She stated that the Board would be reviewing and ranking the proposals at their March Board meeting.
Mr. Toborg presented CLM’s response to the Field Inspection Report and three proposals. Attached as (Exhibit “C”). The Board approved the following proposals:

On a Motion by Mr. Dimos, seconded by Ms. Miller, with all in favor, the Board of Supervisors approved the proposal #28 to install Bahia Sod around the monument on Glenburne Corner ($1,080.00) for Sterling Hill Community Development District.

On a Motion by Mr. Dimos, seconded by Ms. Manuele, with all in favor, the Board of Supervisors approved the proposal #30 to install (3) 3-gallon Full Dwarf Firebush ($60.00) for Sterling Hill Community Development District.

On a Motion by Ms. Manuele, seconded by Ms. Feliu, with all in favor, the Board of Supervisors approved a proposal to install annuals ($800.00) for Sterling Hill Community Development District.

Mr. Toborg stated that the sod proposal had already been approved.

D. Amenity Management

Mr. Pond presented and reviewed his January 2020 Operations Report.

Mr. Pond presented three proposals from Horizon Casual for replacement of pool furniture. A discussion ensued. The Board approved the following proposals:

On a Motion by Ms. Manuele, seconded by Ms. Feliu, with all in favor, the Board of Supervisors approved Horizon Casual’s proposals to replace pool furniture at the North Clubhouses with shipping ($1,106.96) and pool furniture at the South Clubhouse with shipping ($1,955.16) for Sterling Hill Community Development District.

Mr. Pond presented a proposal from FitRev for a new Treadmill and Elliptical at the South Clubhouse fitness room.

On a Motion by Mr. Dimos, seconded by Ms. Feliu, with all in favor, the Board of Supervisors approved FitRev’s proposal for a new Treadmill and Elliptical at the South Clubhouse fitness room ($8,381.00) for Sterling Hill Community Development District.

E. District Management

Ms. Montagna presented the financial statements dated December 31, 2019.

Ms. Montagna reminded the Board that their next meeting was scheduled for March 19, 2020 at 9:00 a.m. The Board discussed holding a budget workshop in April.
FOURTH ORDER OF BUSINESS
Consideration of Minutes of the Board of Supervisors’ Meeting on January 16, 2020

Ms. Montagna presented the minutes of the Board of Supervisors’ meeting held on January 16, 2020. There were revisions made to line 65.

On a Motion by Mr. Dimos, seconded by Ms. Manuele, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors’ meeting held on January 16, 2020 as amended for Sterling Hill Community Development District.

FIFTH ORDER OF BUSINESS
Consideration of Operation and Maintenance Expenditures for January 2020


On a Motion by Ms. Manuele, seconded by Mr. Dimos, with all in favor, the Board of Supervisors approved the Operation & Maintenance Expenditures for January 2020 ($135,362.98) for Sterling Hill Community Development District.

SIXTH ORDER OF BUSINESS
Discussion Regarding CLM’s Non-Renewal of Landscape Contract

This was discussed earlier in the meeting under landscape maintenance.

SEVENTH ORDER OF BUSINESS
Discussion Regarding Hagwood Construction Case

A discussion ensued regarding the Hagwood case. Ms. Schalter will reach out to Jonathan Ellis and request that the case against Hagwood Construction be stopped.

EIGHTH ORDER OF BUSINESS
Supervisor Requests and Audience Comments

Ms. Montagna asked if there were any audience comments. Comments were entertained regarding the tennis court lights being out for a long time and a request to lift a clubhouse trespass against a resident’s grandson. The Board requested that the resident’s grandson come speak to them.

Ms. Montagna asked if there were any Supervisor requests. Ms. Feliu stated that there is line of sight issues on all center medians.
NINTH ORDER OF BUSINESS

Adjournment

Ms. Montagna stated that if there was no further business to come before the Board than a motion to adjourn would be in order.

On a Motion by Ms. Manuele, seconded by Mr. Dimos, with all in favor, the Board of Supervisors adjourned the meeting at 10:50 a.m. for Sterling Hill Community Development District.
Exhibit A
December 23, 2019

Subject: Sterling Hills Phase 4, Section 1 Lights

Below are construction costs and monthly lighting charges for:

26 TYPE 205 LED COBRA HEAD
26 TYPE 910 30' CONCRETE POLE

Up Front Costs & Associated Items

➢ 5-YEAR Area Light Agreement required – Must be signed and received by Withlacoochee River Electric Cooperative at inception.

➢ 5-year refundable deposit = $14,430.00
  (Must be received by WREC prior to installation)
  o 26 Light Type 205 $7,410.00
     26 Pole Type 910 $7,020.00

Monthly Estimated Reoccurring Charges
  Type 205: $9.89 per month, per light
  Type 910: $4.50 per month, per pole

Total $374.14 per month

If you have any questions please feel free to contact me.

Don Taulbee
Donald Taulbee, Engineering Technician
Withlacoochee River Electric Cooperative, Inc.
10005 Cortez Blvd
Brooksville, FL 34613
Work: 352-596-4000 Ext. 3138
Email: dtaulbee@wrec.net
STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this “Agreement”), effective as of the ____ day of ______, 20__, by and between Withlacoochee River Electric Cooperative, Inc., a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 (“WREC”), and ____________________________, whose address is ____________________________ (“Customer”).

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at Sterling Hills Phase IV and more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the “System”) on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES**

   (a) Pursuant to the terms of this Agreement and WREC’s current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

   (b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

   (c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

   (d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC’s By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.
2. **TERM; TERMINATION**

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC’s Service Rules and Regulations and WREC’s Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. **SYSTEM MALFUNCTIONS**

(a) It shall be the Customer’s responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC’s reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. **DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System’s lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer’s lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System’s lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System’s lighting for purposes of safety, security or other illumination. It is the Customer’s responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer’s particular needs. It also is the Customer’s responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer’s needs. The Customer must pay for any appropriate charges and fees for any requested changes.
(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer hereby indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC’s current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC’s current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days’ written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC’s Rate Schedule "AL," attached hereto as Exhibit C, which may be adjusted from time to time in WREC’s sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer’s initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware, and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC’s replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.
7. **SUCCESSORS**

   This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. **SURVIVAL**

   The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. **GOVERNING LAW**

   The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. **SEVERABILITY**

    In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. **HEADINGS**

    The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. **COUNTERPARTS**

    This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. **MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER**

    (a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

    (b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.
14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

____________________________
Signature

____________________________
Printed Name of Customer

____________________________
Title

____________________________
Date

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

____________________________
Signature

____________________________
Printed Name and Title
EXHIBIT A

[Insert legal description of the Property]

PARCEL INFO

Parcel #: R16 423 18 0000 0050 0000
Parcel Key: 377620
Site Addr: STERLING HILL BLVD
Desc: E3/4 OF S1/2 OF NE1/4

Levy: CWES
EXHIBIT B

[Insert description of the lighting System]

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## EXHIBIT C

[Withlacoochee’s Rates]

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Exhibit B
STERLING HILL
FIELD INSPECTION REPORT

February 12, 2020
Rizzetta & Company
John R Toborg – Sr. Field Services Manager
General Updates, Recent & Upcoming Maintenance Events

- During the month of March, all Bahia turf, Ornamentals and Palms shall receive applications of 9-0-24 + a PreM, 8-10-10 & 8-2-12+4Mg fertilizers, respectively.
- Several fire ant mounds need to be raked out and either mulched over or have the turf re-exposed.
- After threats of freezing weather have passed, all Dw. Firebush needs to be cut nearly to the ground. There are also other plants that will benefit from this including some of the Thryallis and other woody perennials.
- As a reminder, beginning March 1, mowing of common landscaped areas will once again follow a weekly schedule.
- Recent heavy winds have produced a bumper crop of downed limbs of all sizes. CLM to work diligently to remove and dispose of these.
- With the upcoming RFP, CLM to ensure that any current broken irrigation valve box lids are replaced. Any lids or boxes that show up in a 30-day irrigation audit will be back charged to CLM.
- The Sweet Viburnum replacements on the back side of the 3-rail across from North Park/Brightstone Place will be installed after threat of freezing weather has passed. As will the switch out from Sandankwa Viburnum to Sweet Viburnum along the wall between Arboglades and Edgemere.
- The Pyracantha between Glenburne and Mandalay Place will be reduced by half the week after this inspection.

The following are action items for Capital Land Management (CLM) to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange is for staff. Bold & underlined is info. Or questions for the BOS.

1. At the time of this inspection, tree lifting has commenced. We are continuing to work on them.
2. Hand pull weeds n the median outside the Arboglades entrance. be completed by 2/25
3. Not all ornamental grasses have been cut to low mounds. be completed by 2/25
4. Bamboo poles still need to be removed from the Confederate Jasmine along the wall between Arboglades and Edgemere. be completed by 2/25
5. The Magnolias on the median between Arboglades and Edgemere are scheduled to be lifted following the lifting of all trees along the walls.

6. CLM to provide an update regarding the status of the irrigation repair on the median south of Edgemere. When will this be returned to its original state? (Pic 6) has been

![Image of irrigation repair](Image)
7. CLM needs to prescribe a maintenance plan for the scraggly Arboricola on the back side of the sidewalk a the Edgemere outbound lanes. This should include, fertilizing, watering and pruning practices. Will be putting together a plan.

8. Eradicate weeds in the SH Blvd. median between Edgemere and North Park, specifically closer to the North Park entrance. be completed by 2/25

9. Remove dead growth and limbs from the Juniper surrounding the flagpole at North Park. There is also a lot of debris in these beds as well as a variety of weeds. be completed by 2/25

10. There are many palm saplings taking serious root throughout the community. These need to be completely removed.

11. CLM needs to re-set at least one Japanese Cleeya in front of the North Park clubhouse. be completed by 2/25

12. When will mulch be installed surrounding the storage facility? (Pic 12) be completed by 2/25

13. Eradicate the line torpedo-grass-like weeds in the Dwarf Asian Jasmine bed in the median between North Park & Brightstone Place. be completed by 2/25

14. The plant beds along the outbound wall of Brightstone Place need to be cleaned up. Again, I would like to see a good maintenance plan put forth to get these plants in shape. be completed by 2/25

15. Although now mostly dead, there are still tall weeds surrounding the outfall structure at the NE corner of the first DRA in Brightstone Place. (see below) be completed by 2/25

16. More information is required from CLM when it comes to diagnosing failing plant material such as the enormous amount of dieback in Walter’s Viburnum, Simpson’s Stopper, Thryallis, etc. Information should not be limited to fertilization, insecticide & herbicide applications as preventative, but should also include tissue test sampling and information regarding the adequacy and operability of the irrigation drip tubing in that location. This irrigation system is old, and everyone understands drip lines have shelf lives. If we need to replace areas, we need to be informed of that. Areas that I photographed a long time ago when they were relatively small now encompass several feet of hedge row. Will be getting tissue sample and sent for testing.

17. The NE side of the last house on Autumnwind Ct. once again needs to be line trimmed. It is difficult to detect in this photo, but grass is quite tall adjacent to the resident’s privacy fence. There is also a large amount of dead plant material hanging out of the natural area that should be cut back. (Pic 17>) be completed by 3/3

18. The Brackenwood corner of the north intersection still looks much better than it has in years, but the bed lines still need to be defined. It also needs to be line trimmed. be completed by 3/3
19. Has CLM performed any type of drenching yet on the Brackenwood corner of the north intersection? We should also include surrounding palms as a preventative. This should occur sooner than later. I have been informed core samples have been taken but the test results are not back yet. (Pic 19)

20. There are still dead Hawthorn on the Brackenwood corner of the north intersection that need removed. be completed by 2/25

21. Has anyone from CLM inspected the Juniper property-wide for the presence of Twig Blight? I understand a miticide has been sprayed, however, as stated before, symptoms appear more like twig blight. Will be treating with a fungicide

22. There are some beds in the triangular lawn of Amersham Isles at the north intersection that appear to be light (if not missed entirely) of mulch. Bed edges are also lacking in here. will add some mulch by 3/3

23. Remove ferns from the Amersham Isles columns adjacent to the sign panel. be completed by 3/3

24. CLM has installed replacement Carissa Hollies on the Amersham Isles median, however, 2-3 seem to not be making it. However, there are also 2-3 more that should have also been replaced under warranty that were not. These need to be added. Do not plant anything until after threats of freezing temperatures has passed. Why were these planted during this time of year knowing we might get freezing weather? (Pic 24) will be planted after threats of freezing

25. Clean-up crews need to return and rake up all tree lifting debris ... specifically along SH Blvd. behind Amersham Isles across from Brightstone Place. has been completed

26. Staff to contact WREC and have them replace an electrical box lid in the SH Blvd. ROW approaching the Lift Station. (see below)
27. Remove weeds from the Dwarf Asian Jasmine beds on the back side of the sign wall on the Amersham Isles corner of the south intersection. be completed by 3/3

28. The very last Sabal Palm before getting to the Elgin alcove area from the south, is suffering from “pencil neck”, often symptomatic of nutrient deficiency. We need to apply less fertilizer more often to this palm using the prescribed 8-0-12+4Mg fertilizer. be completed by 3/3

29. The raised planter is still in need of weed eradication and hand removal. be completed by 3/3

30. Remove all Drake Elm saplings coming up in various plants in the alcove area. be completed by 3/3

31. CLM detected Oleander Caterpillar on the Oleander north of the north intersection along the Brackenwood wall. They were sprayed on this date. completed

32. Cut back Red-Hot Hibiscus(?) at the entrance of Glenburne. be completed by 3/3

33. Several plants at the Glenburne median tip need to be replaced under warranty. Again … timing was bad. will be replaced after threats of freezing

34. Remove vines from the back wall in the raised planter at Mandalay Place. be completed by 3/3

35. Eradicate the invasive grasses in the Confederate Jasmine beds in the SH Blvd. median outside Mandalay Place. be completed by 3/3

36. Mulching is light at Haverhill, but also weeds need to be eradicated from the ornamental grasses. will add some mulch by 3/3

37. There are two long hedges of Golden Dewdrop that have failed south of Haverhill. I’m not sure why! However, CLM will cut these by half to see if any rejuvenate going into the growing season. be completed by 3/3

38. Approaching Windance from the north, mulch is also light in some areas. will add some mulch by 3/3

39. There is a very large palm sapling under a Sabal Palm on the inbound side of Windance. Clean up the area under the three Tree Ligustrum on the outbound side of Windance. Did these trees get drenched? It appears the dead branching (fungus) has now spread to all three trees. be completed by 3/3

40. Drag back into the natural areas any dead branches that have fallen into the grassy tract between the cul-de-sacs of Windance Ave. & Crossline Dr. be completed by 3/3

41. We need to get the word out to RIPA or DR Horton, I assume, that they will be held responsible for any turf, plant or irrigation damage to the CDD-maintained property in the vicinity of where they are building across from Windance. (Pic 41)

42. There are still Fakahatchee Grasses in the median near the same location as above. Have these been sprayed for spider mites? will be treated by 3/3

43. Rake out all mulch in the South Park parking lot island with the fire hydrant and put back only enough mulch to provide a 3” depth. It is piled high in here. be completed by 3/3

44. A dead Slash Pine needs to be replaced at the Dunwoody corner of the north intersection.
I am checking to see if it is under warranty. (Pic 44) Will have it replaced if still under warranty.

45. Do not forget about the Dunwoody/Elgin Grapes that are pretty loaded with mosses. will be completed after the lifting of the trees
1. CLM to provide a proposal for the spring installation of annuals to be approved in the February meeting for an early March installation. proposal is attached to email

2. CLM to provide a proposal to flush cut a large tree directly behind 4231 Maplehurst Way in Haverhill. This tree has been dead for a while and needs to be removed. (Pic 2 & below) proposal is attached to email
Exhibit C
February 12, 2020
Rizzetta & Company
John R Toborg – Sr. Field Services Manager
Summary, Arborglades To Edgemere

General Updates, Recent & Upcoming Maintenance Events

- During the month of March, all Bahia turf, Ornamentals and Palms shall receive applications of 9-0-24 + a PreM, 8-10-10 & 8-2-12+4Mg fertilizers, respectively.
- Several fire ant mounds need to be raked out and either mulched over or have the turf re-exposed.
- After threats of freezing weather have passed, all Dw. Firebush needs to be cut nearly to the ground. There are also other plants that will benefit from this including some of the Thryallis and other woody perennials.
- As a reminder, beginning March 1, mowing of common landscaped areas will once again follow a weekly schedule.
- Recent heavy winds have produced a bumper crop of downed limbs of all sizes. CLM to work diligently to remove and dispose of these.
- With the upcoming RFP, CLM to ensure that any current broken irrigation valve box lids are replaced. Any lids or boxes that show up in a 30-day irrigation audit will be back charged to CLM.
- The Sweet Viburnum replacements on the back side of the 3-rail across from North Park/Brightstone Place will be installed after threat of freezing weather has passed. As will the switch out from Sandankwa Viburnum to Sweet Viburnum along the wall between Arborglades and Edgemere.
- The Pyracantha between Glenburne and Mandalay Place will be reduced by half the week after this inspection.

The following are action items for Capital Land Management (CLM) to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. Bold Red text indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. Orange is for staff. Bold & underlined is info. Or questions for the BOS.

1. At the time of this inspection, tree lifting has commenced.

2. Hand pull weeds n the median outside the Arborglades entrance.

3. Not all ornamental grasses have been cut to low mounds.

4. Bamboo poles still need to be removed from the Confederate Jasmine along the wall between Arborglades and Edgemere.

5. The Magnolias on the median between Arborglades and Edgemere are scheduled to be lifted following the lifting of all trees along the walls.

6. CLM to provide an update regarding the status of the irrigation repair on the median south of Edgemere. When will this be returned to its original state? (Pic 6)
7. CLM needs to prescribe a maintenance plan for the scraggly Arboricola on the back side of the sidewalk a the Edgemere outbound lanes. This should include, fertilizing, watering and pruning practices.

8. Eradicate weeds in the SH Blvd. median between Edgemere and North Park, specifically closer to the North Park entrance.

9. Remove dead growth and limbs from the Juniper surrounding the flagpole at North Park. There is also a lot of debris in these beds as well as a variety of weeds.

10. There are many palm saplings taking serious root throughout the community. These need to be completely removed.

11. CLM needs to re-set at least one Japanese Clewhere in front of the North Park clubhouse.

12. When will mulch be installed surrounding the storage facility? (Pic 12)

13. Eradicate the fine torpedo-grass-like weeds in the Dwarf Asian Jasmine bed in the median between North Park & Brightstone Place.

14. The plant beds along the outbound wall of Brightstone Place need to be cleaned up. Again, I would like to see a good maintenance plan put forth to get these plants in shape.

15. Although now mostly dead, there are still tall weeds surrounding the outfall structure at the NE corner of the first DRA in Brightstone Place. (see below)

16. More information is required from CLM when it comes to diagnosing failing plant material such as the enormous amount of dieback in Walter’s Viburnum, Simpson’s Stopper, Thryallis, etc. Information should not be limited to fertilization, insecticide & herbicide applications as preventative, but should also include tissue test sampling and information regarding the adequacy and operability of the irrigation drip tubing in that location. This irrigation system is old, and everyone understands drip lines have shelf lives. If we need to replace areas, we need to be informed of that. Areas that I photographed a long time ago when they were relatively small now encompass several feet of hedge row.

17. The NE side of the last house on Autumnwind Ct. once again needs to be line trimmed. It is difficult to detect in this photo, but grass is quite tall adjacent to the resident’s privacy fence. There is also a large amount of dead plant material hanging out of the natural area that should be cut back. (Pic 17>)

18. The Brackenwood corner of the north intersection still looks much better than it has in years, but the bed lines still need to be defined. It also needs to be line trimmed.
19. Has CLM performed any type of drenching yet on the Brackenwood corner of the north intersection? We should also include surrounding palms as a preventative. This should occur sooner than later. I have been informed core samples have been taken but the test results are not back yet. (Pic 19)

20. There are still dead Hawthorn on the Brackenwood corner of the north intersection that need removed.

21. Has anyone from CLM inspected the Juniper property-wide for the presence of Twig Blight? I understand a miticide has been sprayed, however, as stated before, symptoms appear more like twig blight.

22. There are some beds in the triangular lawn of Amersham Isles at the north intersection that appear to be light (if not missed entirely) of mulch. Bed edges are also lacking in here.

23. Remove ferns from the Amersham Isles columns adjacent to the sign panel.

24. CLM has installed replacement Carissa Hollies on the Amersham Isles median, however, 2-3 seem not to be making it. However, there are also 2-3 more that should have also been replaced under warranty that were not. These need to be added. Do not plant anything until after threats of freezing temperatures has passed. Why were these planted during this time of year knowing we might get freezing weather? (Pic 24)

25. Clean-up crews need to return and rake up all tree lifting debris ... specifically along SH Blvd. behind Amersham Isles across from Brightstone Place.

26. Staff to contact WREC and have them replace an electrical box lid in the SH Blvd. ROW approaching the Lift Station. (see below)
27. Remove weeds from the Dwarf Asian Jasmine beds on the back side of the sign wall on the Amersham Isles corner of the south intersection.

28. The very last Sabal Palm before getting to the Elgin alcove area from the south, is suffering from “pencil neck”, often symptomatic of nutrient deficiency. We need to apply less fertilizer more often to this palm using the prescribed 8-0-12+4Mg fertilizer.

29. The raised planter is still in need of weed eradication and hand removal.

30. Remove all Drake Elm saplings coming up in various plants in the alcove area.

31. CLM detected Oleander Caterpillar on the Oleander north of the north intersection along the Brackenwood wall. They were sprayed on this date.

32. Cut back Red-Hot Hibiscus(?) at the entrance of Glenburne.

33. Several plants at the Glenburne median tip need to be replaced under warranty. Again … timing was bad.

34. Remove vines from the back wall in the raised planter at Mandalay Place.

35. Eradicate the invasive grasses in the Confederate Jasmine beds in the SH Blvd. median outside Mandalay Place.

36. Mulching is light at Haverhill, but also weeds need to be eradicated from the ornamental grasses.

37. There are two long hedges of Golden Dewdrop that have failed south of Haverhill. I’m not sure why! However, CLM will cut these by half to see if any rejuvenate going into the growing season.

38. Approaching Windance from the north, mulch is also light in some areas.

39. There is a very large palm sapling under a Sabal Palm on the inbound side of Windance. Clean up the area under the three Tree Ligustrum on the outbound side of Windance. Did these trees get drenched? It appears the dead branching (fungus) has now spread to all three trees.

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44. A dead Slash Pine needs to be replaced at the Dunwoody corner of the north intersection.
I am checking to see if it is under warranty.
(Pic 44)

45. Do not forget about the Dunwoody/Elgin
Crapes that are pretty loaded with mosses.
1. CLM to provide a proposal for the spring installation of annuals to be approved in the February meeting for an early March installation.

2. CLM to provide a proposal to flush cut a large tree directly behind 4231 Maplehurst Way in Haverhill. This tree has been dead for a while and needs to be removed. (Pic 2 & below)
Proposal For
Rizzetta - Sterling Hill CDD
Sterling Hill CDD
5844 Old Pasco Road, Ste. 100
Wesley Chapel, FL 33544
main: 813-944-1001
steve@capitalland.net

Location
4231 Maplehurst Way
Spring Hill, FL 34609

Terms
Net 15

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<th>ITEM DESCRIPTION</th>
<th>QUANTITY</th>
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<td>15 Hour</td>
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<td>Labor used for Removal and/or Install</td>
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Client Notes
Flush cut large tree directly behind 4231 Maplehurst Way. Haul away all debris.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date (15) days of completion, are subject to late fees. All Trees, Palms, Plants and Turf are warranted for (30) days once installed. Theft and Vandalism is not warranted. No warranty applies to Mother Nature events such as but not limited to, freeze, drought, flood, winds, etc. are not warranted. No warranty applies to mechanical failure such as but not limited to, irrigation systems, wells and etc. unless Contractor is found negligent. Unwanted grassy weeds in turf cannot be warranted to be fully prevented such as but not limited to, Torpedo, Carpet, Crab, Goose, Bermuda and etc.

SUBTOTAL: $570.00

TOTAL: $570.00

Signature

x

Date:

Please sign here to accept the terms and conditions

Photos
1) Enhancement Labor
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<tr>
<td>1</td>
<td>Flush cut dead tree and remove all debris.</td>
</tr>
</tbody>
</table>
### Proposal For

**Rizzetta - Sterling Hill CDD**

Sterling Hill CDD  
5844 Old Pasco Road, Ste. 100  
Wesley Chapel, FL 33544  
main: 813-944-1001  
steve@capitalland.net

**Location**

4411 Sterling Hills Blvd  
Spring Hill, FL 34609

### Terms

Net 15

### ITEM DESCRIPTION

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1) Landscape Enhancement: Flower Install & Maintenance

Additional work authorization completed on

Scope of Work:

Flowers installed in all existing flower beds

---

### Client Notes

Remove all existing annuals in beds, two at southeast entrance, four at either side of street light (Elgin and Sterling Hill Blvd) entrances, one at South clubhouse entrance and one at North clubhouse.

SPREAD BOLSTER AND 14-14-14 ON TOP BEFORE PLANTING.

- Install new top soil to make a raised bed.

---

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date (15) days of completion, are subject to late fees. All Trees, Palms, Plants and Turf are warranted for (30) days once installed. Theft and Vandalism is not warranted. No warranty applies to Mother Nature events such as but not limited to, freeze, drought, flood, winds, etc. are not warranted. No warranty applies to mechanical failure such as but not limited to Irrigation systems, wells and ect. unless Contractor is found negligent. Unwanted grassy weeds in turf cannot be warranted to be fully prevented such as but not limited to, Torpedo, Carpet, Crab, Goose, Bermuda and ect.

---

### Signature

x  

Date:  

Please sign here to accept the terms and conditions
Photos

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4. remove annuals and install 50 annuals

5. remove annuals and install 50 annuals

6. remove annuals and install 50 annuals

7. remove annuals and install 50 annuals

8. remove annuals and install 50 annuals
Tab 2
Operations and Maintenance Expenditures  
February 2020  
For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2020 through February 29, 2020. This does not include expenditures previously approved by the Board.

The total items being presented: $127,081.66

Approval of Expenditures:

__________________________________________

_____   Chairperson

_____   Vice Chairperson

_____   Assistant Secretary
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## Sterling Hill Community Development District
### Paid Operation & Maintenance Expenditures
#### February 1, 2020 Through February 29, 2020

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# Sterling Hill Community Development District

## Paid Operation & Maintenance Expenditures

**February 1, 2020 Through February 29, 2020**

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# Sterling Hill Community Development District
## Paid Operation & Maintenance Expenditures
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# Sterling Hill Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

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<tr>
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# Sterling Hill Community Development District

## Paid Operation & Maintenance Expenditures

February 1, 2020 Through February 29, 2020

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**Report Total** $127,081.66
Tab 3
December 23, 2019

Subject: Sterling Hills Phase 4, Section 1 Lights

Below are construction costs and monthly lighting charges for:

- 26 TYPE 205 LED COBRA HEAD
- 26 TYPE 910 30' CONCRETE POLE

**Up Front Costs & Associated Items**

- 5-YEAR Area Light Agreement required - Must be signed and received by Withlacoochee River Electric Cooperative at inception.

- 5-year refundable deposit = $14,430.00
  (Must be received by WREC prior to installation)
  - 26 Light Type 205 $7,410.00
  - 26 Pole Type 910 $7,020.00

**Monthly Estimated Reoccurring Charges**

- Type 205: $9.89 per month, per light
- Type 910: $4.50 per month, per pole

Total $374.14 per month

If you have any questions please feel free to contact me.

_Don Taulbee_
Donald Taulbee, Engineering Technician
Withlacoochee River Electric Cooperative, Inc.
10005 Cortez Blvd
Brooksville, FL 34613
Work: 352-596-4000 Ext. 3138
Email: dtaulbee@wrec.net
STREET/OUTDOOR LIGHTING AGREEMENT  
(New Lighting)

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this “Agreement”), effective as of the ____ day of ____, 20__, by and between Withlacoochee River Electric Cooperative, Inc., a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 (“WREC”), and Sterling Hill Community Development District, whose address is c/o Rizzetta & Company, Inc., 12750 Citrus Park Lane, Suite 115, Tampa, Florida 33625 (“Customer”).

WITNESSETH:

WHEREAS, Customer is in possession of the real property located at Sterling Hills Phase IV and more particularly described in Exhibit A attached hereto (the “Property”); and

WHEREAS, Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the “System”) on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES

   (a) Pursuant to the terms of this Agreement and WREC’s current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

   (b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

   (c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

   (d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC’s By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.
2. **TERM; TERMINATION**

   (a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC’s Service Rules and Regulations and WREC’s Articles of Organization and By-laws.

   (b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. **SYSTEM MALFUNCTIONS**

   (a) It shall be the Customer’s responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC’s reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

   (b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. **DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

   (a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

   (b) The Customer is responsible for all aspects of the design of the System’s lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer’s lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System’s lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency or appropriateness of the System’s lighting for purposes of safety, security or other illumination. It is the Customer’s responsibility to select the size, style and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer’s particular needs. It also is the Customer’s responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer’s needs. The Customer must pay for any appropriate charges and fees for any requested changes.
(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC’s current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC’s current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days’ written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC’s Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC’s sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer’s initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC’s replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.
7. **SUCCESSORS**

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties.

8. **SURVIVAL**

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession or termination of this Agreement.

9. **GOVERNING LAW**

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. **SEVERABILITY**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. **HEADINGS**

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. **MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER**

   (a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

   (b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.
14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER

Signature

Printed Name of Customer

Title

Date

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

Signature

Printed Name and Title

Date
EXHIBIT A

[Insert legal description of the Property]

PARCEL INFO

Parcel #: R16 423 18 0000 0050 0000
Parcel Key: 377620
Site Addr: STERLING HILL BLVD
Desc: E3/4 OF S1/2 OF NE1/4

Levy: CWES
### EXHIBIT B

[Insert description of the lighting system]

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<td>30' CONCRETE POLES</td>
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## EXHIBIT C

[Withlacoochee’s Rates]

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