



Rizzetta & Company

Preserve at Wilderness Lake Community Development District

Board of Supervisors' Meeting January 9, 2019

**District Office:
5844 Old Pasco Road, Suite 100
Pasco, Florida 33544
813.994.1001**

www.wildernesslakecdd.org

PRESERVE AT WILDERNESS LAKE CDD COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors

Beth Edwards	Board Supervisor
Scott Diver	Board Supervisor
Sam Watson	Board Supervisor
James Estel	Board Supervisor
Lou Weissing	Board Supervisor

District Manager

Matthew Huber	Rizzetta & Company, Inc.
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District Counsel

John Vericker	Straley Robin & Vericker
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District Engineer

Greg Woodcock	Cardno Engineering
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All cellular phones must be placed on mute while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. 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.

**PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE – 5844 OLD PASCO ROAD - SUITE 100 – WESLEY CHAPEL,
FLORIDA 33544**

WWW.WILDERNESSLAKECDD.ORG

January 2, 2019

**Board of Supervisors
Preserve at Wilderness Lake
Community Development District**

FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors' of the Preserve at Wilderness Lake Community Development District will be held on **Wednesday, January 9, 2019 at 9:30 a.m.** at The Preserve at Wilderness Lake Lodge, located at 21320 Wilderness Lake Boulevard, Land O' Lakes, FL 34637. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ADMINISTER OATH OF OFFICE TO NEWLY ELECTED SUPERVISORS**
- 4. AUDIENCE COMMENTS / BOARD & STAFF RESPONSES**
- 4. BOARD SUPERVISOR REQUESTS AND WALK ON ITEMS**
- 5. GENERAL INTEREST ITEMS**
 - A. District Counsel's Report
 - B. District Engineer's Report
 - C. GHS Environmental Report
 - D. Landscaping Report
 1. Review of PSA Report
 - E. Lodge Manager's Report.....Tab 1
- 6. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Board of Supervisors' Meeting Held on December 5, 2018Tab 2
 - B. Consideration of Minutes of the Continued Board of Supervisors' Meeting Held on December 12, 2018Tab 3
 - C. Consideration of Operation and Maintenance Expenditures for November 2018Tab 4
- 7. BUSINESS ITEMS**
 - A. Presentation of Termination notice of Sunrise Landscape.....Tab 5
 - B. Review of draft landscape agreement with RedTree Landscapes Systems, LLCTab 6
 - C. Discussion of Supervisor Liaison Tasks
 - D. Discussion of the CDD's wood-line trimming areas
- 8. REVIEW OF MONTHLY FINANCIALS & RESERVE STUDY**
 - A. Financial Statements for November 2018
 - B. Reserve Study Report

- 9. **STAFF REPORTS**
 - A. District Manager's Update
- 10. **SUPERVISOR REQUEST**
- 11. **ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours,

Matthew Huber
District Manager

cc: John Vericker, Straley & Robin
Greg Woodcock, Cardno
Tish Dobson, Lodge Manager

Tab 1



Wilderness Lake Preserve Community Development District (CDD)

Wilderness Lake Preserve

21320 Wilderness Lake Blvd • Land O Lakes, FL • 34637

Phone: 813-995-2437 • Fax: 813-995-2436

December 2018 Clubhouse Operations/Maintenance Updates

- Replaced burnt out lights throughout the Lodge buildings.
- Reported four light pole outages to Duke Energy. Two on WL Blvd., one on Sky Vista Drive, and one on Draycott Way.
- Set up for the following events: Santa's Arrival, Lighting of the Menorah, Holiday Workshop, Breakfast w/Santa, and Bounce into the New Year.
- Removed cobwebs from all the buildings and docks. (Ongoing)
- Repaired one playground sign.
- Repainted the Lodge signage.
- Installed an Eye Wash Station in the Maintenance Office.
- Replaced the Battery Backup unit on the primary server.
- Removed graffiti from the back entrance playground equipment, Verizon equipment, several park benches, one stop sign, several sidewalk panels, and one monument. *12/20 Incident
- Repainted several sections of fence line and white caps throughout the community.
- Resealing and sanding the poolside pavers is in progress.
- Replaced both Tennis Court nets.
- Stained the lanais and breezeways.
- Repaired the Lodge Playground split rail fence.
- Repainted the Maintenance Shed.
- Removed storm debris from the parks, common areas, roadways, and Lodge grounds on 12/14, 12/20, 12/21, and 12/22.
- Repaired one of the shower faucets in the Men's Locker Room.
- Replaced all AC unit filters.
- Pressure washed the docks.
- Repaired two outdoor audio cables that were dislodged during the 12/20 storm.
- Repaired one toilet paper dispenser in the Activities Center Men's Room.
- Daily trash removal along the Blvd., Lodge grounds, parks, and Caliente Blvd.
- Repaired the handrail in the Theater.
- Removed trash along the banks of the Lake and ponds.
- Repaired two and replaced two landscape lights.
- Treated for ants throughout the community.
- Removed rust stains from the stone columns, white caps, and fence line throughout the community.
- Cleaned the gutters.
- Removed gum from the sidewalks throughout the Lodge campus and around the pool decks.
- Bleached all the poolside tables. (Weekly)



Wilderness Lake Preserve Community Development District (CDD)

1st Quarter 2018/2019 Projected Projects

- Reupholster the Activities Center bar stools.
 - Walt's Upholstering – Proposal submitted – Board approved. Vendor postponed the start date to mid-December. – **In progress**
- Replace two upright Recumbent Bikes in the Fitness Center – **Completed**
- Woodsmere/Oakhurst Park Horizontal Ladder addition – **Installed**
 - Additional rubber borders installed.
 - Mulch installed.
 - Two rungs on order.
- Replace the slings on the poolside furniture.
 - Cushion Solutions is scheduled to install 56 sling backs and 5 sling seats on the poolside lounge chairs. Cost: \$1830 – Approved by the District Manager, Matthew Huber. – **Scheduled for the 2nd week of January.**

2nd Quarter 2018/2019 Projected Projects

- Consider acid washing the Lap Pool to remove the mineral stains.
 - Suncoast Pools submitting a proposal.
- Consider replacing the Ping Pong Table.

Landscape Lighting

- Conducted routine checks throughout the month during the AM & PM hours. Made necessary repairs and replacements.

ABC 1-2-Tree, Inc.

- Submitted a proposal to remove six dead Slash Pines. Locations: Three at the end of Endless Summer Court, one at WL Blvd. & Timber Ridge Way, one at WL Blvd. & Kickliter Lane and one at WL Blvd. across from Birchholm Court. – **Approved and scheduled**
- Scheduled to remove a hazardous Palm tree on the backside of the Lap Pool.

A Total Solutions, Inc.

- Wednesday, December 12th, conducted the Quarterly Fire Sprinkler Inspection, replaced five Chrome Sprinkler Pendants, and ten Semi Recessed Sprinkler Escutcheons.
- Thursday, December 27th, repaired an off-line surveillance camera. **Location of camera:** Back entrance.



Wilderness Lake Preserve Community Development District (CDD)

Egis Insurance & Risk Advisors

- Thursday, December 20th, met with four advisors to assist in their risk assessment of the WLP CDD assets. From the assessment, the advisors may provide risk improvement recommendations that the CDD may or may not choose to implement. The recommendations are only advisory.

Everest Insurance

- Thursday, December 27th, met with a Risk Engineer to assist in the risk assessment of the WLP CDD assets. The Risk Engineer may provide risk improvement recommendations that the CDD may or may not choose to implement. The recommendations are only advisory.

Fitness Logic

- Wednesday, December 12th, performed the Monthly Maintenance: Tested all equipment, checked pins, bolts, cables, tightened bolts on equipment and weights, tightened benches, and cleaned all equipment.
- Wednesday, December 5th, replaced the Seat Wheel Roller Cap on the Nautilus Leg Press and the Power Cord and Power Supply on the Star Trac Elliptical.

Florida Fish and Wildlife

- Thursday, December 27th, reported a lodged alligator in a control structure at WL Blvd. and Americus Lane. **Ref. #: 449120**

Pasco County

- Thursday, December 27th, reported a pothole located at WL Blvd. & Palmetto Pines Lane. **Work order #: W649707**

PBBS Doors & Hardware

- Saturday, December 29th, repaired a hydraulic door closure on an Activities Center door and the push bar and internal closing rod on a Nature Center door.

PSA

- Tuesday, December 13th, conducted the monthly Landscape Inspection.

Radar Sign

- Ordered a 20mph speed limit sign to post with the Radar Sign.



Wilderness Lake Preserve Community Development District (CDD)

Romaner Graphics

- Saturday, December 29th, repaired a large section of drywall in the Aerobics Room.

Rubber Designs

- Ordered and installed one additional rubber barrier around the Horizontal Bars at the Oakhurst/Woodsmere Park.

Sir Speedy

- Produced and mailed out the January newsletter.

Smart Tech ID Company, Inc.

- Repaired the Photo ID printer.

Sunrise Landcare Company

- Reported numerous irrigation issues throughout the community.

Sunrise Propane

- Monday, December 31st, replaced a leaking galvanized pipe supplying propane to one of the Lap Pool heaters.

Suncoast Pool Service

- Submitting a proposal to acid wash the mineral stains off the Lap Pool surface.

Sun Pavers

- Friday, December 14th, repaired several sections of pool deck pavers. Additional repairs to take place in January.

Tropicare Pest Control

- Wednesday, December 26th, applied the monthly pest control.

Pasco Sheriff's Special Detail Report on Citations & Warnings

11/23 – No issues.

11/24 – No issues.

11/27 – No issues.

11/30 – No issues.

12/1 – No issues.



Wilderness Lake Preserve Community Development District (CDD)

12/5 – Illegal parking in the fire lane at the Lodge by Tennis players. Advised to move the vehicles.

12/7 – No issues.

12/8 – Ran radar for 90 minutes and removed two juveniles for the Lap Pool after hours.

12/12 – Illegal parking in the fire lane at the Lodge by Tennis players. Advised to move the vehicles, ran radar for 20 minutes, and stopped one vehicle for speeding.

12/14 – Responded to a suspicious vehicle call on WL Blvd., but it was unfounded. The vehicle is owned by a resident.

12/15 – Ran radar for 90 minutes, verified that the resident at 7300 Night Heron Drive was issued a parking permit for 40 vehicles. Responded to a noise complaint at 7300 Night Heron Drive. Measured the noise level at 47 decibels with spikes in the low 50's, which is well below the County Ordinance. Responded to a 2nd noise complaint at 7300 Night Heron Drive. The homeowner refused to lower the music. Noted that the residents at the end of Ambleside Drive could hear the music.

12/19 – No issues.

12/21 – No issues.

12/22 – No issues.

12/24 – No issues.

12/25 – Made contact with three residents heading to the Lap Pool. Advised them that the pools were closed. They left the property.

12/26 – Ran radar for 30 minutes. No violations to report.

12/28 – Ran radar for 95 minutes. Three residents on the Tennis Courts were advised of the 10pm closing time. The residents gave push back on the closing time, but finally complied after the posted signage was reviewed with the residents.

Playground Equipment & Dock Safety Checks

11/26 – Raked mulch under swings.

12/3 – No issues.

12/10 – No issues.

12/17 – No issues.

12/24 – No issues.

Scheduled Room Usage/Rentals

In preparation for a meeting or rental, the staff on duty is responsible for the presentation of the room. This may include: cleaning, setting up tables & chairs, refreshment setup/replenishment and cleanup.

12/1 – Lodge Event – Lodge Campus

12/2 – Lodge Event – AC

12/3 – Lodge Event – AC

12/3 – Resident Event – Theater

12/5 – CDD Mtg. – AC

12/5 – Resident Event – Theater

12/5 – Resident Event – AC



Wilderness Lake Preserve Community Development District (CDD)

12/5 – Resident Event – AC
12/5 – Girl Scouts – NC
12/6 – HOA Mtg. – Theater
12/8 – Lodge Event – AC
12/10 – Lodge Event – AC
12/10 – Resident Event – Theater
12/10 – Resident Event – AC
12/10 – ARC Mtg. – Main Lodge
12/12 – CDD Mtg. – AC
12/12 – Resident Event – Theater
12/12 – Resident Event – AC
12/14 – Private Event – AC
12/15 – Lodge Event – Lodge Campus
12/16 – Resident Event – AC
12/17 – Lodge Event – AC
12/17 – Resident Event – Theater
12/18 – Private Event – AC
12/19 – Resident Event – AC
12/19 – Resident Event – Theater
12/19 – Fining Mtg. – Theater
12/21 – Private Event – AC
12/22 – Private Event – AC
12/27 – Private Event – NC
12/28 – Lodge Event – Theater
12/29 – Lodge Event – Lodge Campus

Upcoming Events

➤ **January**

- Friday, January 4th – Trivia Night
- Saturday, January 5th – New Year Celebration
- Saturday, January 19th – Spaghetti Dinner
- Saturday, January 26th – Disney Day

➤ **February**

- Friday, February 1st – Volunteer Appreciation Dinner
- Saturday, February 2nd – Around the World Wine & Dinner Party
- Saturday, February 9th – Science Day
- Saturday, February 16th – Valentine's Family Dinner
- Saturday, February 23rd – Insect & Safari Day



Wilderness Lake Preserve Community Development District (CDD)

Board Requests

3-way stop at Night Heron & Caliente Blvd.

- Contacted the Pasco County Transportation Dept. with the request.

Lift Rental Expenses for the last three years

Lift Rental Expenses 2016 - 2018

	2016/2017	2017/2018	2018/2019
Company	Budget Year	Budget Year	Budget Year
Rentalex	\$2,013.24	\$3,014.28	\$585.00
Total:			\$5,612.52

Community Incidents

12/4/2018

Complaint reported with photos - Residents at 7803 Blue Spring Drive dumped lawn debris in the adjacent CDD common area. – **District Manager, Matthew Huber issued a Cease and Desist Letter.**

12/20/2018

Two juveniles defaced park benches, playground equipment, a Verizon Box, a monument, two sidewalk panels and a stop sign. The juveniles were charged with criminal mischief, banned, and trespassed from all CDD property for six months. **Case #: 18-050903**



Wilderness Lake Preserve Community Development District (CDD)

Radar Speed Sign Report

11/21/2018 – 12/20/2018 Radar Results – Wilderness Lake Blvd. & Palmetto Pines

***12/16/2018 – Battery issue**

Date	Speed	Speed	Speed	Speed	Speed	# of Vehicles
	21-25	26-35	36-45	46-55	55+	
11/21/2018	6	35	1	0	0	1313
11/22/2018	9	39	1	0	0	949
11/23/2018	3	35	3	0	0	1139
11/24/2018	4	33	6	0	0	999
11/25/2018	5	40	0	0	0	1029
11/26/2018	6	35	2	0	0	1240
11/27/2018	8	35	1	0	0	1293
11/28/2018	6	34	2	0	0	1295
11/29/2018	4	38	1	0	0	1244
11/30/2018	5	36	2	1	0	1341
12/1/2018	6	38	3	0	0	1160
12/2/2018	7	38	0	0	0	1078
12/3/2018	4	40	1	0	0	1240
12/4/2018	6	36	1	0	0	1270
12/5/2018	3	38	2	0	0	1295
12/6/2018	6	37	3	0	0	1264
12/7/2018	6	37	3	0	0	1368
12/8/2018	3	37	2	0	0	1199
12/9/2018	8	34	2	0	0	1117
12/10/2018	7	35	2	0	0	1261
12/11/2018	3	37	1	0	0	1304
12/12/2018	7	35	3	0	0	1336
12/13/2018	6	37	1	0	0	1312
12/14/2018	7	37	1	0	0	1352
12/15/2018	5	38	4	1	0	1259
12/16/2018*	7	18	0	0	0	215
12/17/2018	4	25	1	0	0	1160
12/18/2018	5	37	4	0	0	1327
12/19/2018	3	39	1	0	0	1352
12/20/2018	9	33	2	0	0	1271
Totals	168	1066	56	2	0	35,982

Oct., Nov. & Dec. 2018 Events Summary Report

Events	Event Budget	Attendance	Sponsorship	Expenses	Revenue	Profit/Loss	2018/2019 Yearly Budget \$27,000
Fall Festival 10/13/2018	\$1,300	250	0	\$1,288.29	\$323.00	(\$965.29)	\$25,711.71
Halloween Costume Party 10/19/2019	\$125	25		\$115.43	\$0.00	(\$115.43)	\$25,596.28
Garage Sale 10/20/2018	\$150	35 Households	0	\$149.32	\$170.00	\$20.68	\$25,446.96
Haunted House 10/26 & 10/27/2018	\$400	200+/-	0	\$542.09	\$399.00	(\$143.09)	\$24,904.87
Kids Costume Parade 10/31/2018	\$125	300	0	\$79.60	\$0.00	(\$79.60)	\$24,825.27
Art & Craft Fair 11/3/2018	\$350	18 Vendors 250+/- attendees	0	\$197.30	\$180.00	(\$17.30)	\$24,627.97
Holiday Comedy Show 11/16/2018	\$400	11	0	\$379.40	\$22.00	(\$357.49)	\$24,248.57
Kids Pajama Party 11/17/2018	\$200	12	0	\$40.69	\$9.00	(\$31.69)	\$24,207.88
Santa's Arrival 12/1/2018	\$1,600	275+/-	Photo Booth by Karla Arita	\$1,642.96	\$0.00	(\$1,642.96)	\$22,564.92
Lighting of the Menorah 12/2/2018	\$375	6	0	\$33.80	\$0.00	(\$33.80)	\$22,531.12
Gingerbread Houses & Holiday Workshop 12/8/2018	\$200	20	0	\$182.20	\$185.00	\$2.80	\$22,348.92
Breakfast w/Santa 12/15/2018	\$1,500	225	0	\$1,016.80	\$586.01	(\$430.79)	\$21,332.12
Best Decorated House Contest 12/21/2018	\$0	3	0	\$0.00	\$0.00	\$0.00	\$21,332.12
Totals:	\$6,725			\$5,667.88	\$1,874.01	(\$3,793.96)	\$21,332.12

General Events Supplies

Linens - Laundry Service				\$114.00			\$21,218.12
CDD Mtg. Food				\$156.75			\$21,061.37
Events storage bins/bags/Eblast program & general supplies.				\$180.14			\$20,881.23
Coffee, lemonade, popcorn, plates, etc.				\$540.14			\$20,341.09
Totals:				\$991.03			\$20,341.09

Tab 2

MINUTES OF MEETING

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

The regular meeting of the Board of Supervisors of the Preserve at Wilderness Lake Community Development District was held on **Wednesday, December 5, 2018 at 9:30 a.m.** at The Preserve at Wilderness Lake Activity Center at the Lodge located at 21320 Wilderness Lake Boulevard, Land O'Lakes, Florida, 34637.

Present and constituting a quorum:

Beth Edwards	Board Supervisor, Chairman
James Estel	Board Supervisor, Assistant Secretary
Sam Watson	Board Supervisor, Assistant Secretary

Also present were:

Matt Huber	District Manager, Rizzetta & Company, Inc.
Greg Woodcock	Cardno, District Engineer (via conference call)
Tish Dobson	Lodge Manager, Preserve at Wilderness Lake
Audience	Brian Sailer

FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Estel led the Board in the reciting of The Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments/ Board & Staff Responses

Mr. Sailer advised the Board regarding another resident's encroachment of the wetland/conversation areas at 7515 Ambleside Dr. Mr. Sailer also mentioned that the CDD's landscape vendor is lacking in trimming the Ambleside Palm Trees in a timely manner.

Ms. Dobson informed the Board of the resident's encroachment and added that she and Mr. Burnite were already working this issue with the resident involved.

FOURTH ORDER OF BUSINESS

Review of District Counsel's Report

Not Present and No Report.

FIFTH ORDER OF BUSINESS

Review of District Engineer's Report

Mr. Woodcock attended via conference call and updated the Board on the HVAC proposal due in January/February timeframe. Mr. Woodcock will attend the next CDD meeting once these proposals are received and provide the Board with a summary analysis of the bids. Mr. Woodcock stated that Dragonfly Pond Works was about two weeks out from performing their erosion repairs for the community. Mr. Woodcock requested that he be provided with Mr. Burnite's contact information regarding the wetland encroachment as previously discussed.

SIXTH ORDER OF BUSINESS

Review of GHS Environmental Report

The Board of Supervisors had no questions regarding the GHS Report.

SEVENTH ORDER OF BUSINESS

Review of PSA Report

The Board of Supervisors had no questions regarding the PSA Report.

EIGHTH ORDER OF BUSINESS

Lodge Manager's Report

During the Ms. Dobson's Report, the Board asked for an update on the survey of residents in favor of parking on the CDD Common Areas. There were zero residents in favor of parking on the CDD Common Areas and two residents opposed to parking on the CDD Common Area. The Board requested that Ms. Dobson purchase a Speed Limit Sign to go under the Radar Sign, so that drivers would know the speed limit in comparison to how fast they were actually going.

The Board discussed the residents request to park on CDD Common Area for his holiday party. During Ms. Dobson's Report, the District Manager notes for the record that Mr. Martinez was not in attendance regarding his parking request in CDD Common Areas.

<p>On a Motion by Ms. Edwards, seconded by Mr. Watson, with all in favor, the Board of Supervisors Board voted against making any changes to the current parking policy, for the Preserve at Wilderness Lake Community Development District.</p>
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NINTH ORDER OF BUSINESS

**Consideration of Minutes of the
Board of Supervisors' Meeting held
on November 7, 2018**

Mr. Huber presented the Minutes of the Board of Supervisors' Meeting held on November 7, 2018.

On a Motion by Mr. Estel, seconded by Ms. Edwards, with all in favor, the Board of Supervisors Board approved the Minutes of the Board of Supervisors held on November 7, 2018 for the Preserve at Wilderness Lake Community Development District.

TENTH ORDER OF BUSINESS

**Consideration of Operation and
Maintenance Expenditures for
October 2018**

Mr. Huber presented the Operation and Maintenance Expenditures for October 2018 to the Board of Supervisors.

On a Motion by Mr. Estel, seconded by Ms. Edwards, with all in favor, the Board of Supervisors Board approved the Operation and Maintenance Expenditures for October 2018 in the amount of \$132,169.74, for the Preserve at Wilderness Lake Community Development District.

ELEVENTH ORDER OF BUSINESS

**Review of Financial Statements for
October 2018**

Mr. Huber presented the Financial Statements for October 2018 to the Board of Supervisors. Mr. Watson commented on what he believed to be double billing by Rizzetta for Accounting and Finances charge. Mr. Huber and Ms. Edwards explained that these fees have always been part of the District Management agreement for the CDD and the Board approved these with the acceptance of Rizzetta's proposal and subsequent contract renewals.

TWELFTH ORDER OF BUSINESS

Review of Reserve Study Report

Mr. Huber presented the Reserve Study Report. The Board had no questions or comments.

THIRTEENTH ORDER OF BUSINESS

District Manager's Report

Mr. Huber reminded the Board that this CDD Meeting will be continued till December 12, 2018, at 9:30 a.m. for the purpose of electing Board Officers and Consideration of Landscape Proposals.

FOURTEENTH ORDER OF BUSINESS

Second Addendum to Contract for Professional Amenity Services

Mr. Huber presented the Second Addendum to Contract for Professional Amenity Services to the Board of Supervisors.

On a Motion by Ms. Edwards, seconded by Mr. Estel, with all in favor, the Board of Supervisors Board approved the Second Addendum to Contract for Professional Amenity Services, for the Preserve at Wilderness Lake Community Development District.

FIFTEENTH ORDER OF BUSINESS

Consideration of Pasco Alliance Community Association

Mr. Huber presented the Pasco Alliance Community Association to the Board of Supervisors. The Board discussed appointing Mr. Weissing as the Board's Liaison.

On a Motion by Ms. Edwards, seconded by Mr. Estel, with all in favor, the Board of Supervisors Board approved the Pasco Alliance Community Association and appointed Mr. Weissing as the Board's Liaison, for the Preserve at Wilderness Lake Community Development District.

SIXTEENTH ORDER OF BUSINESS

Supervisor Comments and Requests

Ms. Edwards mentioned that the Landscape Bids had the incorrect amount of annuals for the year and asked Mr. Huber to discuss this with PSA and have the vendors update their proposals with the correct total amount of flowers for the year.

Mr. Watson mentioned the CES lighting invoices for bulb replacements, scissor lift, Amazon for the purchase of doggie bags and District Counsel Fees.

SEVENTEENTH ORDER OF BUSINESS

Continuance

On a Motion by Ms. Edwards seconded by Mr. Estel, with all in favor, the Board of Supervisors continued the Board of Supervisor's Meeting for Wednesday, December 12, 2018, at 9:30 a.m., for the Preserve at Wilderness Lake Community Development

PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

December 5, 2018 Minutes of Meeting

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District.

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Assistant Secretary

Chairman/Vice Chairman

Tab 3

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.

The continued meeting of the Board of Supervisors of the Preserve at Wilderness Lake Community Development District was held on **Wednesday, December 12, 2018 at 9:30 a.m.** at The Preserve at Wilderness Lake Activity Center at the Lodge located at 21320 Wilderness Lake Boulevard, Land O'Lakes, Florida, 34637.

Present and constituting a quorum:

Beth Edwards	Board Supervisor, Chairman
Scott Diver	Board Supervisor, Vice Chairman
Sam Watson	Board Supervisor, Assistant Secretary
James Estel	Board Supervisor, Assistant Secretary
Lou Weissing	Board Supervisor, Assistant Secretary

Also present were:

Matt Huber	District Manager, Rizzetta & Company, Inc.
Tish Dobson	Lodge Manager, Preserve at Wilderness Lake
John Vericker	District Counsel, Straley & Robin
Tom Passiano	Representative, PSA
Jennifer Savasta	Representative, PSA

Audience	Ninel Gorbanov
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FIRST ORDER OF BUSINESS

Call to Order

Mr. Huber called the meeting to order confirming a quorum for the meeting.

SECOND ORDER OF BUSINESS

Pledge of Allegiance

Mr. Estel led the Board in the reciting of The Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Audience Comments/ Board & Staff Responses

Ms. Gorbanov was present to discuss her encroachment of the CDD's wetland/conservation area.

Mr. Vericker was present for the discussion of the wetland/conservation encroachment areas and will work to send an official letter to the resident of 7515 Ambleside Drive, once a total amount of the repairs is determined. Ms. Edwards

requested that GHS monitor the repairs and restoration and that the residents use the CDD's for repairs under GHS' supervision. Ms. Gorbanov agreed to the Board's requirements and conditions and had no further comments.

District Engineer was not in attendance.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2019-02,
Designating Officers**

Mr. Huber presented Resolution 2019-02, Designating Officers to the Board of Supervisors.

On a Motion by Ms. Edwards, seconded by Mr. Diver, with all in favor, the Board of Supervisors Board approved Resolution 2019-02, Designating Officers, for the Preserve at Wilderness Lake Community Development District.

FIFTH ORDER OF BUSINESS

**Consideration of Landscape
Proposals**

The Board heard from Mr. Picciano in regard to the Bid Tab provided by PSA. Mr. Picciano explained that the adjustments in pricing had been made with the updated annuals for each of the landscape bids that was received, as well as the one vendor who was unable to attend the meeting. The Board decided to then allow each vendor to present in the following order: RedTree, Ameriscape, Mainscape and Capital Land Management.

Recessed at 11:11 a.m.

Reconvened at 11:20 a.m.

After discussion, the Board requested that Mr. Huber tabulate the percentage for price in the ranking category and distributed ranking sheets to each of the five Board Members. The Board ranked each and returned their sheets to Mr. Huber for tabulating.

The District Manager reported to the Board the following rankings for the landscape proposals: RedTree 318 points, Ameriscape 287.37 points, Capital Land Management 262.56 points and Mainscape 215.11 points, with no other landscape bids being considered.

On a Motion by Mr. Weissing seconded by Mr. Diver, with all in favor, the Board of Supervisors Board authorized District Counsel to send Sunrise a 30-day termination letter and prepare a draft agreement for RedTree Landscape, for the Preserve at Wilderness Lake Community Development District.

SIXTH ORDER OF BUSINESS

Supervisor Request

Mr. Estel requested that each supervisor consider being a liaison for the following positions: Mr. Watson review of budget & expenses, Scott Diver review of exercise equipment & parks, Mr. Weissing review of contracts & legal items, Ms. Edwards review of Landscape and Mr. Estell review of security for CDD.

SEVENTH ORDER OF BUSINESS

Adjournment

On a Motion by Mr. Weissing seconded by Mr. Diver, with all in favor, the Board of Supervisors adjourned the Board of Supervisor's Meeting at 12:20 p.m., for the Preserve at Wilderness Lake Community Development District.

Assistant Secretary

Chairman/Vice Chairman

Tab 4

The Preserve at Wilderness Lake Community Development District

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures November 2018 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2018 through November 30, 2018.

The total items being presented: **\$160,576.58**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
2XL Corporation	011046	241520	(8) Gym Wipes Refills- 700 CT S&H 10/18	Fitness Equipment Preventative Maintenance	\$ 277.86	1
A Total Solution, Inc. (ATS)	011047	0000136383	Service Call- PSU Cable 10/18	Maintenance & Repair - Lodge	\$ 54.00	2
A Total Solution, Inc. (ATS)	011047	0000136456	Service Call- 32 Maglock Face w/ Dual Voltage 10/18	Maintenance & Repair - Lodge	\$ 349.98	4
A Total Solution, Inc. (ATS)	011047	Q139430	Monthly Service Maintenance Agreement 11/18	Security System Maintenance	\$ 600.00	6
AlSCO, Inc.	011048	LTAM774625	Linen & Mat Service 10/18	Facility Supplies - Spa	\$ 133.54	7
AlSCO, Inc.	011096	LTAM776663	Linen & Mat Service 11/18	Facility Supplies - Spa	\$ 135.01	8
Beth Edwards	011080	BE110718	Board of Supervisors Meeting 11/07/18	Supervisor Fees	\$ 200.00	9
Capital Land Management Corporation	011097	204422	Install Playground Mulch 11/18	Playground Mulch	\$ 7,908.00	10
Capital Land Management Corporation	011097	204459	Install 567 Yards Mulch to Roadway & Common Area 11/18	Landscape Mulch	\$ 26,223.75	11
Cardno, Inc.	011062	510978	Engineering Services 10/18	District Engineer	\$ 1,116.32	12
Charles L. Weissing	011089	LW110718	Board of Supervisors Meeting 11/07/18	Supervisor Fees	\$ 200.00	9
City Electric Supply Company	011049	LOL/110350	Supplies - Lighting Replacement 10/18	Lighting Replacement	\$ 252.36	14
City Electric Supply Company	011063	LOL/110674	Supplies - Lighting Replace, Activity Center, Tennis C 10/18	Lighting Replacement, Athletic/ Park Court/Field Repairs, Maintenance &	\$ 320.12	16

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
City Electric Supply Company	011076	LOL/110832	Supplies - Lighting Replace, Lodge Maintenance 10/18	Lighting Replacement, Maintenance & Repairs - Lodge	\$ 198.82	18
Department of Economic Opportunity	011077	72215	Special District Fee FY 2018/2019	Dues, Licenses & Fees	\$ 175.00	20
Duke Energy	011079	60574 01168 10/18	Hérons Glen Sign 10/18	Electric Utility Services	\$ 11.97	21
Duke Energy	011079	83196 80556 10/18	Hérons Wood Sign 10/18	Electric Utility Services	\$ 12.56	22
Duke Energy	011064	91468 53580 10/18	Summary Bill 10/18	Electric Utility Services	\$ 12,434.65	23
Duke Energy	011090	94409 44391 10/18	Summary Bill 10/18	Electric Utility Services	\$ 1,240.98	26
Extreme Concrete Cleaning, Inc.	011051	5900	Treat Sidewalks & Curbs 10/18	Maintenance & Repair - Lodge	\$ 3,400.00	34
Fitness Logic, Inc.	011098	85398	Monthly Maintenance 11/18	Fitness Equipment Preventative Maintenance	\$ 110.00	35
Fitness Logic, Inc.	011098	85517	Reupholster & Replace Pads on Stretch Equipment 11/18	Fitness Equipment Preventative Repairs	\$ 169.00	36
Florida Department of Revenue	011082	61-8014999201-4 10/18	Sales & Use Tax 10/18	Sales Tax Payable	\$ 280.19	38
Frontier Communications	011065	239-159-2085-030513-5 10/18	Fios Internet 10/18	Telephone, Fax & Internet	\$ 118.98	40
Frontier Communications	011052	813-995-2437-061803-5 10/18	813-995-2437 Phone Service 10/18	Telephone, Fax & Internet	\$ 731.20	43
Frontier Communications	011052	813-995-2907-040103-5 10/18	Frontier Phone and Internet 10/18	Telephone, Fax & Internet	\$ 167.09	48

The Preserve at Wilderness Lake Community Development District
Paid Operation & Maintenance Expenditures
November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
Gaydos Hydro Services, LLC	011053	2018-512	Monthly Aquatic Weed Control Task 1A 09/18	Lake & Wetlands Management	\$ 3,390.00	51
Gaydos Hydro Services, LLC	011099	2018-555	Monthly Aquatic Weed Control Task 1A 10/18	Lake & Wetlands Management	\$ 3,415.00	52
Harris Romaner Graphics	011054	19172	Business Cards, Playground Warning Signs 10/18	Playground Equipment & Maintenance, Office Supplies	\$ 365.00	53
Himes Electrical Service, Inc.	011066	20209	Service Call- Replacement of Irrigation Circuit Breakers 08/18	Irrigation Repairs	\$ 206.90	54
Himes Electrical Service, Inc.	011055	20320	Replace Emergency Light in Nature Center Classroom 10/18	Maintenance & Repair - Lodge	\$ 154.70	55
James Estel	011081	JE110718	Board of Supervisors Meeting 11/07/18	Supervisor Fees	\$ 200.00	9
Jerry Richardson	011100	1168	Monthly Hog Removal Service 11/18	Wildlife Management Services	\$ 1,111.11	56
Mike Fasano, Tax Collector	011083	36-25-18-0010-00000-RC10-2018	Stormwater Assessment 2018	Stormwater Assessments	\$ 2,352.96	57
Netix Solutions, LLC	011067	180256	Community Website 11/18	Website Fees & Maintenance	\$ 84.00	58
Oriental Trading Company, Inc.	011084	692829230-01	Supplies - Thanksgiving Supplies 10/18	Special Events	\$ 118.62	59
Pasco County Utilities	011085	18126891	2018 Solid Waste Assessment 35-25-18-0040-00000-L060	Solid Waste Assessments	\$ 62.40	60
Pasco County Utilities	011085	18127380	2018 Solid Waste Assessment 36-25-18-0010-00000-RC10	Solid Waste Assessments	\$ 2,267.25	61
Pasco County Utilities	011091	Summary Water 10/18	Summary Water Billing 10/18	Water Utility Service	\$ 2,146.76	63

The Preserve at Wilderness Lake Community Development District
Paid Operation & Maintenance Expenditures
November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
Pasco Sheriff's Office	011068	I-8/23/2018-02694	Off Duty Detail 10/18	Deputy	\$ 2,240.00	71
Performance Standard Assurance, Inc.	011101	1238	November 13th Inspection 11/18	Field Operations	\$ 1,100.00	73
Pet City Associates, Inc	011069	PC 102618	Nature Center Supplies Thru 10/18	Nature Center Operations	\$ 853.79	74
Preserve at Wilderness Lake CDD	CD231		Debit Card Replenishment 11/18			
			Dollar General	Special Events	\$ 14.00	88
			Lowe's	Maintenance & Repair - Lodge	\$ 25.12	89
			T&K Landscape	Maintenance & Repair - Lodge	\$ 78.83	90
			Amazon	General Store & Special Events	\$ 111.31	92
			Sherwin Williams	Maintenance & Repair - Lodge	\$ 156.04	97
			Publix	Resident Services & Special Events	\$ 66.15	98
			Lowe's	Maintenance & Repair - Lodge	\$ 25.90	99
			Lowe's	Janitorial Supplies & Maintenance & Repair - Lodge	\$ 359.87	100
			Walmart	Resident Services & General Store	\$ 79.27	101

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
			Pasco Laundromat	Special Events	\$ 22.50	102
			Publix	Special Events	\$ 47.97	103
			Sams	Janitorial Supplies, General Store & Special Events	\$ 233.45	104
			Pacer Pump	Maintenance & Repair - Lodge	\$ 104.63	105
			Publix	Resident Services	\$ 5.56	108
			Lowe's	Janitorial Supplies, Maintenance & Repair - Lodge & Special Events	\$ 195.25	109
			Rubber Design	Capital Reserves	\$ 460.82	110
			Publix	Special Events	\$ 39.14	113
			Walgreens	Office Supplies	\$ 36.98	114
			Publix	Special Events	\$ 1.19	115
			Walgreens	Special Events	\$ 47.86	116
			Papa Johns	Special Events	\$ 31.54	117
			Amazon	General Store	\$ 17.96	119

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
			Walmart	Special Events	\$ 125.46	122
			Sams	Resident Services & Special Events	\$ 134.16	123
			Amazon	Special Events	\$ 99.79	124
			Race Trac	Exotic Species Control & Maintenance & Repair - Lodge	\$ 34.57	126
			Amazon	Special Events	\$ 42.07	127
			Amazon	General Store	\$ 13.99	129
			CC Marine	Special Events	\$ 25.99	132
			Lowe's	Maintenance & Repair - Lodge & Special Events	\$ 39.66	133
			Publix	Special Events	\$ 66.79	134
			Stanley Steemer	Maintenance & Repair - Lodge	\$ 825.00	135
			Lowe's	Maintenance & Repair - Lodge	\$ (27.98)	137
			Lowe's	Janitorial Supplies, Maintenance & Repair - Lodge & Special Events	\$ 44.88	138
			Sams	Various	\$ 339.03	139

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
			PCBOCC	Special Events	\$ 4.25	140
			PCBOCC	Special Events	\$ 170.00	142
			Pet Supplies Plus	Nature Center Operations	\$ 18.96	145
			Sams	Resident Services & Special Events	\$ 17.93	146
			Publix	Special Events	\$ 73.28	147
ReadyRefresh by Nestle	011092	18K0006240923	Bottled Water Service 10/18	Resident Services	\$ 103.24	148
Rentalex of Hudson, Inc.	011057	1-109915	Scissor Lift Sky Jack 10/18	Equipment Lease	\$ 585.00	149
Rizzetta & Company, Inc.	011056	INV0000036058	District Management Fees 11/18	District Management	\$ 5,983.33	151
Rizzetta Amenity Services, Inc.	011086	INV0000000005508	Amenity Management 11/18	Management Contract - Management Fee & Payroll	\$ 12,596.35	152
Rizzetta Amenity Services, Inc.	011093	INV0000000005565	Out of Pocket Expenses 10/18	Payroll Reimbursement - Mileage	\$ 185.13	153
Rizzetta Amenity Services, Inc.	011093	INV0000000005595	Amenity Management 11/18	Management Contract - Payroll	\$ 11,289.48	154
Rizzetta Amenity Services, Inc.	011093	RET0000000021	Amenity Management 10/18	Management Contract - Payroll	\$ (105.57)	155
Robert Scott Diver	011078	SD110718	Board of Supervisors Meeting 11/07/18	Supervisor Fees	\$ 200.00	9

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
Ryman Mechanical Inc.	011058	09142018	Sept Preventative Maintenance 09/18	Maintenance & Repair - Lodge	\$ 1,356.00	156
Samuel Watson	011088	SW110718	Board of Supervisors Meeting 11/07/18	Supervisor Fees	\$ 200.00	9
Site Masters of Florida, LLC	011102	112018-1	Grinded Raised Edges 12 Panels Sidewalks Along Boulevard 11/18	Sidewalk Maintenance & Repair	\$ 480.00	157
Straley Robin Vericker	011070	16088	General Monthly Legal Services 07/18	District Counsel	\$ 831.67	158
Straley Robin Vericker	011070	16264	General Monthly Legal Services 10/18	District Counsel	\$ 1,515.00	160
Strictly Entertainment, Inc.	011071	070518-Breakfast Santa	Breakfast with Santa 12/15/18	Special Events	\$ 500.00	162
Strictly Entertainment, Inc.	011071	070518-Santa Arrival	Santa's Arrival 12/01/18	Special Events	\$ 330.00	166
Summitt	011094	10751470	Renew Policy #0520-56925 11/30/18-11/30/19	Workers Compensation Insurance	\$ 486.22	170
Suncoast Energy Systems, Inc.	011095	298	PRESER Propane Delivery 11/09/18	Gas Utility Service	\$ 1,524.04	172
Suncoast Energy Systems, Inc.	011072	59	PRESER Propane Delivery 10/26/18	Gas Utility Service	\$ 2,191.93	174
Suncoast Pool Service	011103	4900	Pool & Spa Service 11/18	Pool Service Contract	\$ 1,650.00	176
Suncoast Pool Service	011103	4906	Replacement of Sta-Rite Maxi 400 Heater- Lap Pool 11/18	Capital Reserves	\$ 3,160.00	177
Sunrise Landcare	011059	104191	Fertilize Palms & Pest Control 09/18	Landscape Fertilization & Pest Control	\$ 960.00	178

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
Sunrise Landcare	011104	104288	Monthly Maintenance 11/18	Landscape Maintenance	\$ 12,524.05	179
Sunrise Landscape	011060	63365	Monthly Maintenance Irrigation Repair 10/18	Irrigation Repairs	\$ 82.50	180
Sunrise Landscape	011060	63366	Irrigation Repair Bad Solenoid 10/18	Irrigation Repairs	\$ 82.50	181
Sunrise Landscape	011060	63367	Irrigation Repair Bad Solenoid 10/18	Irrigation Repairs	\$ 135.00	182
Sunrise Landscape	011060	63390	Irrigation Repair I-Core Controller 10/18	Capital Reserves	\$ 621.00	183
Sunrise Landscape	011105	63526	Irrigation Repair Install Rotor Zone for Derwent 10/18	Capital Reserves	\$ 4,603.72	184
Sunrise Landscape	011105	63527	Irrigation Repair Replace Drip Tubing at Moss Ledge 10/18	Capital Reserves	\$ 1,955.80	186
Sunrise Landscape	011105	63528	Install New Drip Zones for Derwent 10/18	Capital Reserves	\$ 4,815.96	188
Sunrise Landscape	011105	63529	Install New Drip Valves for Moss Ledge 10/18	Capital Reserves	\$ 2,364.96	190
Sunrise Landscape	011105	63616	Irrigation Repair Replace Broken Valve 11/18	Irrigation Repairs	\$ 787.27	192
Sunrise Landscape	011105	63631	Irrigation Repair Replace Valve -Zone 12 & Pop-up Zone 10 11/18	Irrigation Repairs	\$ 430.90	193
Sysco West Coast Florida, Inc.	011073	237151156	Food/Beverage/Resident Services Supplies 10/18	Parks & Recreation - Various	\$ 876.61	194
Sysco West Coast Florida, Inc.	011106	237165876	1 Box of 10, Urinal Deodorizer Screen, 11/18	Lodge - Janitorial Service	\$ 40.44	196

The Preserve at Wilderness Lake Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2018 Through November 30, 2018

Vendor Name	Check	Invoice Number	Invoice Description	Code	Invoice Amount	Page #
Sysco West Coast Florida, Inc.	011106	237201660	Food/Beverage/Resident Services Supplies 11/18	Parks & Recreation - Various	\$ 762.04	197
Tampa Bay Times	011061	50365481 2018	Newspaper Delivery Thru 11/24/19	Resident Services	\$ 288.61	199
Tish Dobson--Petty Cash	011050	102218	Replenish Petty Cash 10/18	Various	\$ 269.08	200
Tropicare Termite & Pest Control, Inc.	011074	63833	SS Ext Flea Treatment Fox Grove Park 10/18	Maintenance & Repair - Lodge	\$ 175.00	209
Tropicare Termite & Pest Control, Inc.	011107	64228	Interior/Exterior/Perimeter Treatment 11/18	Maintenance & Repair - Lodge	\$ 150.00	210
Upbeat, Inc.	011087	607180	Dogipot 10 Gallon Pet Litter Receptacle 10/18	Dog Waste Station Supplies	\$ 91.85	212
Vanguard Cleaning Systems of Tampa Bay	011108	80559	Monthly Service Charge 11/18	Lodge - Janitorial Service	\$ 1,293.00	213
Vantage Point Corp	011109	IC96637	Printer and Ink 11/18	Furniture Repair/Replacement	\$ 1,016.56	214
Verizon Wireless	011075	9816924269	Cell Phone Service 10/18	Telephone, Fax & Internet	<u>\$ 88.87</u>	215

Report Total

\$ 160,576.58

The Preserve at Wilderness Lake Community Development District

Reserve Fund Expenditures

October 1, 2018 Through November 30, 2018

Vendor Name	Check Number	Invoice Number	Invoice Description	Code	Invoice Amount
FITREV Inc.	011033	17235	Cardio Equipment - Recumbent Bikes10/18	Capital Reserves	\$ 4,190.00
Site Masters of Florida, LLC	011040	101618-3	Sidewalk Maintenance & Repair Allowance- Reserves 10/18	Capital Reserves	\$ 1,125.00
Suncoast Pool Service	011103	4906	Replacement of Sta-Rite Maxi 400 Heater- Lap Pool 11/18	Capital Reserves	\$ 3,160.00
Sunrise Landscape	011060	63390	Irrigation Repair I-Core Controller 10/18	Capital Reserves	\$ 621.00
Sunrise Landscape	011105	63526	Irrigation Repair Install Rotor Zone for Derwent 10/18	Capital Reserves	\$ 4,603.72
Sunrise Landscape	011105	63527	Irrigation Repair Replace Drip Tubing at Moss Ledge 10/18	Capital Reserves	\$ 1,955.80
Sunrise Landscape	011105	63528	Install New Drip Zones for Derwent 10/18	Capital Reserves	\$ 4,815.96
Sunrise Landscape	011105	63529	Install New Drip Valves for Moss Ledge 10/18	Capital Reserves	\$ 2,364.96
Rubber Design	CD231	CD231	Playground Bubber Boarders- Debit Card 11/18	Capital Reserves	\$ 460.82
Reserve Expenditure Total					<u><u>\$ 23,297.26</u></u>

Tab 5

STRALEY ROBIN VERICKER

Attorneys At Law

1510 W. Cleveland St.
Tampa, Florida 33606
Tel: (813) 223-9400
Fax: (813) 223-5043

Writer's Direct Dial: (813) 901-4945
Writer's E-mail: jvericker@srvlegal.com
Website: www.srvlegal.com

December 27, 2018

***Via U.S. Mail and Certified Mail
Return Receipt Requested***

Sunrise Landcare, Inc.
P. O. Box 16531
Tampa, FL 33687

Attention: Shea Hughes, President and
Joseph Cermak, Operations Manager

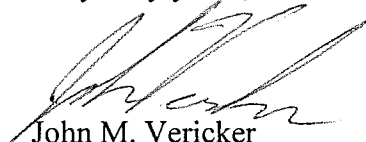
Re: The Preserve at Wilderness Lake Community Development District
Notice of Termination of Landscape and Irrigation Maintenance Agreement

Dear Messrs. Hughes and Cermak:

This law firm serves as District Counsel for The Preserve at Wilderness Lake Community Development District (the "District"). As you are aware, in accordance with the termination provisions of the Landscape and Irrigation Maintenance Agreement dated April 1, 2015, amended by the First Addendum to the Landscape and Irrigation Maintenance Agreement dated March 6, 2017, either party may terminate the contract, for any reason, upon written notice. The District has elected to terminate Sunrise Landcare, Inc. ("Sunrise") as the District's landscaping and irrigation maintenance contractor. Therefore, Sunrise should terminate all landscaping and irrigation maintenance services to the District as of January 31, 2019.

If you have any questions, please contact me at your convenience.

Very truly yours,



John M. Vericker

*Board Certified – City, County & Local
Government Law*

JMV/lab

cc: James Estel, Chair of the Board of Supervisors (*via email*)
Matthew Huber, District Manager (*via email*)

Tab 6

Landscape Maintenance Agreement

This Landscape Maintenance Agreement (“**Agreement**”) is entered into as of February 1, 2019 between **The Preserve at Wilderness Lake Community Development District**, a community development district organized under the laws of the State of Florida (the “**District**”) and **Redtree Landscape Systems LLC**, a Florida limited liability company (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 services for certain lands within and around the District. Contractor submitted a proposal and represents that it is qualified to serve as a landscape maintenance contractor, qualified to provide services to the District, and agrees to work under the supervision of PSA Horticultural Inc., an independent consultant to the District (“**PSA**”).

Operative Provisions:

- 1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference 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, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon prior written notice to the District and PSA.
 - 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.
 - g.** That all work performed under this Agreement shall be free from defects in workmanship and material, and shall be performed in accordance with industry standards and the standards and specifications referenced herein.

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 more fully set forth in the landscape specifications attached hereto as **Exhibit A** (the “**Work**”).
- b. This Agreement includes Parts II, III (except for subpart D), V, VI., and VII, of the Work.
- c. Any OTC Injections, Sub part D of Part III, and Part IV of the Work may be awarded to the Contractor at the District’s discretion.
- d. The Contractor submitted a proposal for the Work attached hereto as **Exhibit B**.
- e. Maps of the areas to be maintained for different components of the Work is attached hereto as **Composite Exhibit C**.
- f. This is a performance based agreement and PSA will be scoring Contractor’s performance pursuant to the score sheet attached hereto as **Exhibit D**.
- g. 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.

4. **Initial Landscape Deficiencies.** The Contractor shall not be held responsible for landscape deficiencies that may exist prior to the effective date of this agreement. Upon mutual agreement, a written list of pre-existing conditions will be prepared for by the Contractor for the District to resolve at the District’s expense. Contractor shall have a grace period to complete all contractual pre-existing conditions that do not involve additional expense to the District by March 15, 2019. If these pre-existing conditions are not repaired and/or otherwise resolved satisfactorily to the District or PSA and completed accordingly, then Contractor will only be compensated based on their performance as described in this Agreement.

5. **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 seventy (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.

6. 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 PSA 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 or PSA.
- d. Upon mutual agreement between the Contractor and the District, a regular maintenance service day will be selected. The District and PSA shall be contacted at least thirty-six (36) hours in advance when the Contractor cannot perform services on the scheduled day, except in the case of adverse weather conditions. An alternate day and/or time will then be selected.
- e. Prior to the beginning of each calendar year, Contractor shall provide a detailed schedule for Grounds Maintenance, Pest Control, and Irrigation System Maintenance as described in the Work for the upcoming year. This schedule will include anticipated service dates and services to be provided.
- f. The Contractor make every effort to provide the District with 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.
- g. 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.
- h. 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 twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.
- i. 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.
- j. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District or PSA fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- k. It is the responsibility of the Contractor to notify the District and PSA 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.
- l. 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 representatives.

- m. Contractor shall contract the District and PSA at least thirty-six (36) hours in advance when services cannot be performed by Contractor on the scheduled day and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site, except in the case of adverse weather conditions. The District shall have the right to select an alternate date and/or time for Contractor to perform the alternate regular maintenance service day. 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.

7. Time of Commencement. The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein and no later than February 1, 2019.

8. Term and Renewal. The initial term of this Agreement shall be for two years from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for subsequent one year terms at the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

9. Termination

- a. **Contractor's Termination:** Contractor may terminate this Agreement with sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (60) day notice shall commence on the day of actual receipt of said written notice by the District.
- b. **District's Termination:** The District may, in its sole and absolute discretion, whether or not reasonable, on thirty (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. Termination notice must be sent to the Contractor by certified mail. The thirty (30) day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or offsets the District may have against the Contractor.
- c. **Alternative Remedies for Contractor's Default:** 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. 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.

10. District Representatives and Inspections.

- a. **Designation of District Representatives:** The District hereby designates the District Manager and representatives of PSA 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.
- b. **Frequency of Inspections:** The Contractor agrees to meet with a District representative no less than one (1) time per month to perform a monthly site inspection by walking the property to discuss conditions, schedules, and items of concern regarding this Agreement.

At that time, the District or PSA will compile a list of landscape related items that should be performed before the next walk through.

- c. **Scheduling of Inspections:** The District or PSA will be responsible for scheduling the monthly inspections. The District and PSA must have no less than fourteen (14) days' notice if there is a need to reschedule. 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. The Contractor shall be responsible providing a four-wheeled utility vehicle for each inspection.
- d. **Deficiencies:** 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 forty-eight (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 three days and prior to submitting any invoices to the District.

11. Compensation

- a. **Total Compensation for Full Performance of the Work.** As compensation for the Work the District agrees to pay Contractor a not to exceed amount (subject to reductions based upon the scores determined by PSA) as described below:
 - i. for the Grounds Maintenance, Irrigation System Inspections, and Hardwood Tree Pruning, as described in Parts II, III (except for subpart D), V, VI, and VII of the Work, a total of \$15,000 per month (the "**Full Monthly Grounds Maintenance Payment**").
 - ii. for all other non-monthly services, and only after receipt of written authorization by the District to proceed, the pricing specified in the proposal attached hereto as **Exhibit B** in the month after the services were performed.
- b. **PSA Scoring System and Performance Based Payments:**
 - i. The scoring system is based on an aggregate point total: 1=Poor, 2=Good, 3=Excellent. All scoring is based on an aggregate of the entire property, with special emphasis based on high visibility areas along the main arterial roads and the parks. Twelve components of the landscape are reviewed each month as shown in the score sheet attached hereto as **Exhibit D**. A maximum of 36 points are available to be awarded.
 - ii. The scoring is based on the proportion of the property that has deficiencies, and the magnitude of the deficiency. Ex. Whether the turf was cut too low, or uneven, too many low hanging branches to impede the line of sight or cause injury, yellow turf in the middle of summer, how much of the turf or shrubs are affected by disease or insects, the health and bloom of the annuals, etc.
 - iii. 1= Poor- This indicates that 2/3- all of the property (and the magnitude of the deficiency) has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.
 - iv. 2= Good- This indicates that 1/3-2/3 of the property (and the magnitude of the deficiency) has a problem with any one of the scored

- components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.
- v. 3= Excellent- This indicates that none-1/3 of the property (and the magnitude of the deficiency) has a problem with any one of the scored components, or could adversely affect that portion of the property, such as a malfunctioning irrigation system.
 - vi. The Contractor must achieve a score of 85% or higher (31 points or above) in order to receive their Full Monthly Grounds Maintenance Payment. If the Contractor fails to achieve this score, their payment for the month of the inspection shall be reduced by 20%. In addition, failing to achieve a 2 or 3 score in any scoring component shall result in an additional 10% reduction of the Full Monthly Grounds Maintenance Payment.
 - vii. Scoring shall not be based on work that is scheduled, but yet to be performed, or if the work is being performed according to industry standards.
 - viii. Contractor must have the deficiencies that were noted, corrected as stipulated in this Agreement within 14 days and provide a “**Done Report**” to PSA and the District. This Done Report shall be signed off by the Contractor certifying that the deficiencies have been corrected within the allotted time. It must be received by PSA no later than one day after the correction due date. If the certified Done Report is not received on time, an additional 1% reduction may be imposed for that month’s payment.
 - ix. Uncorrected deficiencies carried over from a previous month, without a legitimate written reason, may result in the loss of 1 point during the next monthly inspection.
 - x. Items certified as completed and found to be incomplete shall result in the loss of 1 point during the next monthly inspection.
- c. **Invoices:** Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by 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. **Prompt Payment of Invoices:** The District shall provide payment within forty five (45) 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. **Invoice Dispute:**
- i. 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 forty five (45) days of the District’s receipt of such invoice.
 - ii. 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.

- f. Additional Documentation.** 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.
- g. Additional Services:** 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, addenda, or change order to this Agreement. 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.

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 so that the Work meets the PSA scoring system each month.
- 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, crewmembers 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. The crew leader will be distinguishable from other crew members by wearing a different uniform shirt. 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 and will confirm all measurements and quantities. 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 three (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 five (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 five (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 and other applicable standard safety procedures and protocols. 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. **Dedicated Account Manager:** Contractor shall assign a dedicated account manager to the District. The account manager shall attend the monthly meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

13. Indemnification

- a. The Contractor does hereby indemnify and hold the District and PSA, and their respective 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 within 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 and PSA 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 PSA or any of their 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 or type 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 PSA and anyone directly or indirectly employed by them 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. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is the District Manager (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of

the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall 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 Microsoft Word or Adobe PDF formats.

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 813-514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.

- 21. 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.
- 22. Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To the District: The Preserve at Wilderness Lake Community Development District
c/o Rizzetta & Company, Inc.
5844 Old Pasco Road, Suite 100
Wesley Chapel, Florida 33544
Attn: District Manager

With a copy to: Straley Robin Vericker
1510 W. Cleveland Street
Tampa, Florida 33634
Attn: District Counsel

To Contractor: Redtree Landscape Systems LLC
1746 Nodding Thistle Drive
New Port Richey, FL 34655
Attn: Peter Lucadano, CEO

- 23. Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County, Florida.

24. 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.

25. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

26. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

27. 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.

28. 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.

29. 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.

30. 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.

31. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. 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.

Redtree Landscape Systems LLC

**The Preserve at Wilderness Lake
Community Development District**

Peter Lucadano,
CEO

Beth Edwards
Chair of the Board of Supervisors

Exhibit A

Landscape Specifications
(11 Pages)

Landscape Specifications

The Contractor shall meet and/or exceed the expectations set by the Preserve at Wilderness Lake Community Development District. The community expects its residents to be able to reside and relax in an environment surrounded by healthy green turf, lush shrubbery, and graceful shade trees. The vendor shall accomplish this by employing sound horticultural maintenance practices, installing high quality insect and disease-free sod and plant material according to accepted industry practices per the University of Florida's Institute of Food and Agricultural Sciences (UF/IFAS) recommendations. Additionally, a high attention to detail in the policing of the grounds is expected in both the "manicured" and the "natural" areas of the community.

The specifications listed below should be practiced in accordance with BMP (Best Management Practices) for Florida Green Industries.

Reference Material: Best Management Practices for Protection of Water Resources in Florida.

Part II – Lawn Maintenance

Mowing, Edging and Trimming: Contractor will mow all turf areas weekly, beginning on March 1st and ending on October 31st. (The growing season). No more than 1/3 of the leaf blades should be removed per mowing. Mowing shall be performed only with a closed deck, mulching mower. Mower blades will be sharp at all times to provide a quality cut. Mowing height will be according to grass type and variety recommendations. Contractor will leave clippings on the lawn as long as no readily visible clumps remain on the grass surface after mowing. Otherwise, Contractor will distribute large clumps of clippings by mechanical blowing or by collecting and removing them. Contractor shall make every effort to avoid blowing

cut grass into planting beds, ponds and drainage ditches. During the non-growing season, from November 1st through February 28th, the Contractor will perform the lawn maintenance every other week. The Contractor shall remove litter branches, vegetation, furniture or any other objects that impedes the mowing process or presents a hazard to the Contractor, homeowner, staff or guest as a condition of this contract. **The entire property must be mowed, trimmed, edged and blown off in a single day.**

If a mowing is missed due to inclement weather, and the Contractor is not able to perform the mowing that week, the Contractor shall provide the Association a credit for future services or add a mowing to be provided at a later date. The Contractor shall determine whether the credit or mowing at a later date shall be used.

Value of single mow- line trim, hard and soft edge, blow clean \$ 2,500.00

Contractor will hard edge all sidewalks, curbs, and appropriate driveways bordered by grass at every other mowing, and line trim all grassy areas not accessible to mowing equipment at every mowing. Line trimming along asphalt streets and paths shall be performed during every other mowing. Drainage swales and ditches shall be line trimmed when wet conditions prohibit mowing. All irrigation valve boxes, and vaults at ground level shall be kept clearly visible at all times, by regular line trimming. Planting beds shall be edged with a power edger during the alternate week, when hard edging is not being performed. Herbicide or any chemical treatment will not be used to control grass overgrowth at sidewalk, driveway, street, or decorative border edges, except to control overgrowth initially. Contractor will clean all grass clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Contractor will not sweep, blow or otherwise dispose of clippings in streets, garden beds or sewer drains.

Where natural wooded areas adjoin the finished turf area, the turf shall be mowed all the way to the woodline and any un-mowed higher grass along the edge of the woodline shall be line trimmed down, leaving a neat transition into the woodline. This will prevent the encroachment of the natural areas into the finished landscape. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

In order to prevent damage to irrigation pipe by maintenance equipment; non-selective herbicides are to be used only around PVC pipes and backflow devices. Under no circumstance should non-selective herbicides be applied along grassy edges of garden beds, driveways, and sidewalks in lieu of mechanical edging, except to control overgrowth initially.

The Contractor will be required to use the properly sized mowing equipment. Any damage to grounds and property incurred during maintenance operations will result in the Contractor being assessed for necessary repairs or replacement of damaged items.

Any lawn that dies or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor.

B. Turf Insect, Disease and Weed Control: The Contractor will inspect lawn areas each visit for indications of pest and problems and treat accordingly. Preventative and spot treatments shall be performed for chinch bugs and grubs.

Fire ant mounds in the turf shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

Upon confirmation of a specific problem requiring treatment, the Contractor will apply pesticides as needed. The Contractor will keep records on pest identified and treatment(s) rendered for control.

All areas of St. Augustine turf shall receive two applications of pre-emergent herbicide to minimize the amount of germinating crabgrass and certain annual broadleaf weeds. A general rule of thumb for pre-emergent herbicide application is February 15 in Central Florida, or before day temperatures reach 65°F–70°F for 4 or 5 consecutive days.

Any St Augustine turf that dies; becomes weed infested or becomes weak or unsightly due to negligence or improper maintenance procedures shall be replaced at the sole cost of the Contractor. This excludes damage from environmental conditions, water restrictions, poor cultural conditions, and nematodes or disease and insect activity for which there are no control measures.

Turf dying in areas where third parties are amending settings on timers or disrupting the water source will be analyzed and handled on a case-by-case basis.

Broadleaf weeds are to be controlled in turf areas by mechanical, physical or chemical methods. Only herbicides labeled for higher temperature use shall be used when temperatures excess 85° F. St. Augustine turf areas will be maintained essentially weed free. Bahia turf weeds will be spot treated when necessary with herbicides labeled for use on Bahia turf.

As a condition of this agreement the turf area location between the clubhouse basketball court and the clubhouse main entry shall be core aerated once a year.

The Contractor is also responsible for the control of grassy weeds in the turf.

License # JF118508 **Expiration Date** June 1, 2019

D. Turf Fertilization: Contractor shall be responsible for determining fertilizer formulations and application rates that will result in a healthy, green, thick turf

APPLICATION MONTHS

	J	F	M	A	M	J	J	A	S	O	N	D
Bahiagrass												
	--	--	C		--	SRN	--		--	C	--	--
St. Augustine Grass												
	--	C	--	N	SRN	--	Fe	SRN	--	C	--	--

*This guide is for turfgrass fertilization under circumstances where a soil test does not exist. In order to properly apply the rate of P and K required, a soil test is required. **All turf fertilizer applications shall be**

based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

C = Complete fertilizer applied at 1.0 lb N/1000 sq ft containing no more than 0.7 lb soluble N.

N = Soluble N applied at no more than 0.7 lb N/1000 sq ft.

SRN = Slow-release N applied at no more than 2.0 lb N/1000 sq ft. in the spring and summer only; no more than 1.0 lb N/1000 sq ft in the fall and winter.

Fe = Apply Fe to provide dark green color without stimulating excessive growth. For foliar application use ferrous sulfate (2 oz /3-5 gal water/1000 sq ft). If the Fe is applied to an acidic soil, use 1 lb of iron sulfate per 1000 sq ft. If the soil is calcareous, use the container label recommended rate of an iron chelate

As of condition of this agreement; nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations, such as the addition of supplemental iron to the turf when necessary. Local fertilizer application regulations may supersede this schedule in some cases.

The Contractor shall be responsible to remove any stains from hard surfaces caused by fertilizer application. Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

Part III – Landscape Plant Maintenance Trees, Palms, Shrubs, Ground Covers

A. Fertilization: Ornamental shrubs, trees and ground covers shall be fertilized after planting and then three times per year. Two of the applications are scheduled for March and October. An all-purpose fertilizer shall be used with an analysis of 8-0-12, 15-0-15 or similar, with application rates determined by the size of the plants. Fertilizer labels shall be made available to the Client upon request. All shrub, tree and groundcover fertilizer applications shall be based on the results of two yearly pH tests conducted by the Contractor at randomly selected locations representative of the general site conditions. Written results shall be provided to the Client and PSA Horticultural with ten (10) business days.

Mature palms in the landscape shall be fertilized four times per year at a rate of 5 to 8 lbs. each application. Palms under 8 feet tall will receive 2-5 lbs. per application four times per year. A fertilizer specifically for palms shall be used. Fertilizer labels shall be made available to the Client upon request.

The fertilizer should be available in slow-release form. The fertilizer should also contain magnesium and a complete micronutrient amendment. The fertilizer analysis shall be 8-0-12-4 or similar. Fertilizer applied to shrubs and trees planted in beds shall be broadcasted over the entire plant bed. Fertilizer may be punched shallowly into the soil on berms and slopes where runoff is likely.

Nutrient deficiencies shall be treated with supplemental applications of the specific lacking nutrient according to University of Florida Cooperative Extension recommendations.

Any tree up to four-inch caliper, palm tree up to twelve feet of clear trunk, shrub or groundcover that dies or becomes weak or unsightly due to negligence or improper maintenance procedures, shall be replaced at the sole cost of the Contractor. Replacement will be of the size installed at original installation. This excludes damage from environmental conditions, poor cultural conditions, lack of precipitation and nematodes or disease and insect activity for which there are no control measures.

Contractor shall notify the District five (5) business days in advance of a turf or ornamental fertilizer application.

B. Pest, Disease and Weed Control: Contractor shall practice Integrated Pest Management (IPM) to control insects, diseases and weeds on and around perennials, ground covers, shrubs, vines and trees. This will include frequent monitoring and spot treatment as necessary. Weeds in beds or mulched areas and paved surfaces (crack weeds) will be removed by mechanical, physical or chemical methods. Beds and mulched areas are to be maintained essentially weed free. Essentially weed free" means that all beds should begin the contract with no weeds, and that the only acceptable amount and size of weeds would be that which could germinate and grow in a single week. Weeds over three inches tall shall be hand-pulled.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be "detailed" every week during the growing season.

The Contractor shall not be responsible for the replacement of any tree, shrub or groundcover that suffers damage from an insect or disease for which there are no effective control products, such as ganoderma, lethal yellowing and fusarium wilt, etc. Contractor shall immediately bring to the attention of the Client all infected and/or damaged landscape items caused by insects or disease along with a plan to eradicate or mitigate the condition. Contractor shall be responsible for employing Green Industry Best Management Practices to mitigate the spread of such pests and/or diseases.

Fire ant mounds in the beds shall be spot treated within 48 hours of being reported. The reporting of fire ant activity along sidewalks and high pedestrian traffic areas shall be considered an emergency and shall be treated within the 24 hours of being reported.

A light-colored tracker dye shall be used with all Roundup (and comparable products) applications.

C. Pruning: All pruning of tree and shrubs will follow ANSI recommendations and University of Florida recommendations. Shrubs, groundcovers and vines will be pruned with hand or power shears as needed to provide an informal shape, fullness and blooms, on a monthly basis. **Shrubs in their flowering cycle shall not be pruned until blooming is complete.** Shrubs, groundcovers and vines shall be trimmed on a schedule so that they always are in a neat and attractive condition. All signs and light fixtures shall be kept clear of vegetation at all times. Shrubs, groundcovers, and vines shall not be allowed to grow over sidewalks, driveways, curbs, gutters, etc. Renewal pruning will be performed once a year, when necessary, during the non-growing season, beginning in mid-February, but prior to the spring flush of growth. Removal of up to one third (1/3) of shrub shall take place during this pruning. This type of pruning will promote healthier interior growth and bring the shrub back to it proper proportions. The Contractor will remove all pruning litter.

Bed and crack weed control as well as shrub pruning shall be performed simultaneously on a rotational basis in accordance with the map and schedule provided. Only by performing these tasks simultaneously can these areas be considered completed and less subject to financial penalties. This does not preclude the fact that bed and crack weeds must be controlled throughout the grounds on a continual basis. The clubhouse facility shall be “detailed” every week during the growing season.

Palm pruning will be done two (2) times per year to remove only dead and yellowing fronds, seed heads and loose boots on palms over fifteen (15) feet-tall palms. On palms smaller than fifteen feet, remove only dead and yellowing fronds, seed heads and loose boots during regular maintenance visits. “Hurricane” pruning is not acceptable. All palm trees shall be pruned with the remaining palm fronds left in the 9 and 3 o’clock position. No pruning will be done during or immediately following growth flushes. No herbicides will be used for this purpose. The Contractor shall remove all pruning litter.

Contractor shall be responsible for pruning of all lower tree branches up to a height of fifteen feet (15). Branches will be pruned just outside the branch collar and pruning paint *will not* be applied. All sidewalks, patios, driveways and other paved surfaces must have overhead tree clearance of at least eight feet. All trees shall be maintained at a uniform height. Contractor will remove all branches from property. All sucker growth shall be removed from around the base of trees on a regular basis. Crape myrtles and similar small ornamental trees shall be pruned regularly during the course of the year to remove dead, crossing and rubbing branches as well as water sprouts and sucker growth. Ligustrum trees will be trimmed to maintain their natural shape. They shall not be sheared tightly, “hat racked”

Ornamental grasses shall be cut back three times per year with the exception of all Muhly grass, which shall be cut back once per year in the spring. This will ensure a healthy full plant in the growing season.

All woodline vegetation which encroaches over any mowable turf area(s) or planting bed(s) shall be pruned back to the edge of the turf/bed line at the woodline edge. In addition, all turf at the edge of the woodline shall be line trimmed back to the same line created by the vegetation pruning. The line trimming shall be performed at the same height as the mowing. This pruning shall be performed in accordance with the mowing frequency.

All tall palm pruning shall be pruned as a separate line item which will be paid separately from the monthly invoice. The client is under no obligation to use the landscape maintenance contractor for the pruning of tall palms.

D. Mulching: All Client designated planting beds will be replenished with pine bark once a year prior to the Thanksgiving holiday. Bark should be maintained at a depth of 3 inches. All curb, roadway and bed edges will be trenched to help contain the installed bark. Bark shall not be placed directly against the trunks of trees.

All beds to be mulched are designated on **Composite Exhibit C.**

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of pine bark. **The mulching service shall be invoiced separately and not included in the monthly service agreement fee.**

The CDD reserves the right to sub-contract mulch- installation.

Part IV- Seasonal Color

A. Annual Flowers: The installation of annuals shall be done four times per year with approximately nine thousand ten (9010) annuals being installed at each rotation. Major renovation of annual beds shall be performed once per year, in January. A potting mix specifically blended for annuals will be used. The beds shall be eight inches deep at the deepest point tapering down to existing grade and angled for the best visibility and curb appeal. The potting mix will be “topped off” as needed during changeouts, as part of this agreement. Six inch-potted annuals will be planted on six-inch centers (average), depending on the variety. All annual shall be hand-watered at the time of installation. Any annual(s) that declines in health or dies, will be replaced at no cost to the Client with like variety, so that annual display always in its best display condition. Contractor will be responsible to purchase, install, and dispose of all debris.

The Contractor shall be solely responsible for the proper measurement and to supply the appropriate quantity of annuals.

The annuals shall be installed in: December (prior to Christmas and no later than the first week of December), March, June and September.

Annuals and perennial bedding plants shall be fertilized at least monthly, (except from June 1-Sept 30) at a rate of ½ pound of nitrogen per 1,000 square feet of area every 3-4 weeks. A liquid fertilization schedule is also acceptable. An optional fertilizer schedule would use a slow-release fertilizer such as Osmocote or Nutricote incorporated in the bed at planting and applied thereafter according to label directions. The Contractor will be responsible for weed control. Beds will be maintained essentially weed free. Pest control will follow IPM principles. (Item A will apply only if and when the Client requests annuals and / or perennials)

The seasonal color service shall be invoiced separately and not included in the monthly service agreement fee.

The CDD reserves the right to sub-contract seasonal color installation.

Part V- Irrigation System

A. Within forty-five (45) days of the effective date of this agreement, the Contractor (if a new Contractor is selected) will inspect the irrigation system and make adjustments to ensure proper operation of the system, and to check for preexisting conditions that would require repair. A written proposal of repairs will be prepared for review by the Client. The proposal will have all necessary charges, unless it is difficult to determine a charge, due to unforeseen circumstances. If that is the case, a “time and materials” proposal will be presented. Any of the eligible repairs made by a Contractor will then be included under the scope of this agreement as described in paragraphs B through F.

As a condition of this maintenance agreement, within (60) sixty days after the Contractor commences work, they shall furnish a color-coded irrigation map to the Client. The locations of any new valves, new mainlines and new zones shall be designated on this map. All valve boxes shall be numbered and correspond to a number key on the map. Each timer shall have the zone number, the zone location and the zone run time posted within in. This information shall also be given to the Client and PSA Horticultural within the above-mentioned sixty days. The Contractor shall maintain this irrigation system map at all times and update it as needed when/if any new valves, mainlines, controllers or any

other major components are added, removed, repaired or replaced. Any updates to this information shall be given to the Client and PSA Horticultural within thirty (30) days.

B. The Contractor shall inspect and test all components and zones of the irrigation system on a monthly basis, (within the first ten days of each month) and shall reset zone run times on a quarterly basis, according to seasonal evapotranspiration changes, while ensuring that the common area is watered on the proper day, according to local watering restrictions. During each inspection the Contractor shall sign, date, and initial an inspection sticker that is located inside the timer cover and report to the management company any changes on water timers immediately for appropriate action from the management company. The automatic shutoffs (rain sensors) will be inspected annually prior to the May inspection. The sensors will be adjusted at this time, and malfunctioning sensors will be reported to the management company.

C. Minor adjustments and repairs such as head/emitter cleaning or replacement filter cleaning, lateral line leaks and timer adjustments shall be made at Contractor's expense. The Contractor will not be financially responsible for the repair or replacement of, irrigation timers, valve replacement, mainline breaks, rain sensors or for the tracing of wires. Any four-inch spray head that must be replaced shall be replaced with a six-inch spray head, installed on flex pipe. In addition, standpipes shall be raised and/or lowered according to finished trimming height of shrubs, at contractor's expense. The Contractor will provide written documentation to PSA on a monthly basis, stating on what date(s) the inspection took place, the specific repairs made, and the locations.

In addition, as a condition of this Agreement, the Contractor shall:

1. Replace any malfunctioning spray head located within the turf with a 6-inch spray head.
2. Straighten any non-vertical head(s).
3. Raise any standpipes that are blocked by high vegetation or when appropriate the vegetation may be trimmed instead.
4. Keep the irrigation heads in the turf free of overgrowth by "runners"
5. Change the batteries in all battery-operated valves twice a year.
6. Change the batteries in all hard-wired controllers once each year or at any time after a power failure.
7. Flush out all drip irrigation zones during each monthly irrigation inspection.
8. Post the zone location and run times inside of each controller. This information shall also be submitted to the Client.
9. Support any standpipe that does not stay in a vertical position when under pressure by attaching a reinforcement bar attached to the standpipe with a zip tie.
10. Ensure that any drip irrigation tubing is buried under mulch and pinned into the soil.

D. The Contractor shall notify the Client of a malfunctioning controller, and the cost to repair or replace the controller, prior to the work being performed. All non-emergency repairs shall be made within five business

days. The Contractor may charge the Client for repairs that the Client mandates be made on a schedule that differs from the five business days. All emergency irrigation repairs must be completed within twelve (12) hours of issuance of a work order. PSA must be contacted in writing within twenty-four (24) hours that the problem has been corrected. Failure to meet these deadlines will result in the Contractor being penalized during the monthly inspection. During weekly maintenance, the Contractor will note and report to the Client any symptoms of inadequate or excessive irrigation, drainage problems, etc.

E. Pumping Systems: Contractor shall inspect and maintain all pump components monthly, within the first ten days of each month as part of this agreement. The Client shall be responsible for the costs of the repairs, and preventative maintenance. Contractor shall be responsible for hiring and overseeing any company hired to perform work on the pumping system. Any repairs that are performed due to neglect by the Contractor shall be borne by the Contractor. The Client shall be provided with a written cost estimate on pumping system repairs, before any work commences. All warranties associated with pumping components or repairs shall be assigned to the Client.

F. The Contractors Irrigation license(s) must be current at all times during the term of this contract. Failure to maintain a current license will be deemed a breach of this contract.

G. The Contractor will be financially responsible for the replacement of any and all turf, trees (up to four-inch caliper) and shrubs that die or decline in health due to improper irrigation management.

H. The Contractor shall notify the On-site Manager of any irrigation repairs and obtain approval prior to the commencement of the repair(s). The Contractor shall notify the On-site Manager when the repair(s) are completed.

I. Irrigation and/or landscape emergency contact phone number(s):

(727) 919-3915 # (727) 919-3915

Part VI- General Site Maintenance

A. The Contractor shall be responsible for removing all debris and litter from the jobsite during each maintenance visit. Contractor shall be responsible for the proper off-site disposal of this debris.

B. During each regular maintenance visit, Contractor shall inspect the entire site and remove any fallen branches, or debris on the common grounds and right of ways. This includes dead branches stuck in trees at a height up to fifteen feet.

C. Guard house areas shall be kept weed free by mechanical, hand or chemical means.

D. Contractor shall remove any accumulation of road silt, soil or the like from hard surfaces.

E. Tracker dye shall be used with all Roundup (and comparable products) applications.

F. Contractor shall be responsible for the removal and proper disposal of any animal carcasses.

G. Contractor shall control weeds in all paved surfaces, such as gutters, curbs, driveways, sidewalks and the like. These areas shall be maintained weed free.

H. Contractor shall be responsible for debris cleanup from normal weather conditions.

I. Contractor shall not be responsible for any severe weather-related cleanup (hurricane, tornado, etc) outside the normal contracted scope of services. The Contractor will provide the Client with an hourly rate for supervisory and cleanup personnel. Upon mutual agreement normal contracted services may be exchanged for severe weather cleanup services. Upon mutual agreement missed mowing services, or any other missed contractual service may be credited to the Client with a specific dollar value to be applied to future services.

J. Where natural wooded areas adjoin the finished turf area or landscape beds, a buffer zone of at least three feet shall be maintained with herbicide by the Contractor. This will prevent the encroachment of the natural areas into the finished landscape. Any large-scale wood line cutbacks will be done at an additional cost to the Client. The Contractor shall remove branches or other vegetation that impedes the mowing process or presents a hazard to the homeowner as a condition of this contract.

K. Heavy leaf or pine needle accumulation, as determined by the Client or the Client's representative, will be removed during the non-growing season no less than four times per year. Leaves and pine needles should not be blown or raked into the lawn or planting beds unless specified by the Client. All leaves and pine needles shall be disposed of off-site.

L. Stakes shall be removed when approved by Contractor or the management company. Staked trees shall be re-staked and adjusted as necessary as part of ongoing maintenance. This excludes re-staking as a result of adverse weather conditions. All new stakes shall be removed after 12 months.

M. Dead plant material shall be removed and disposed of by the Contractor. This does not include large trees, which would necessitate the services of an arborist. The Contractor shall contact the client in writing of any plant removals and of plants that need to be replaced. Specific locations must be included in the report.

Part VII-Job Site Considerations

A. Contractor shall provide client and include with signed contract with a calendar year schedule(s) outlining the planned Grounds Maintenance, Pest Control, Weed Control, Fertilization, and Irrigation Maintenance functions by month prior to the beginning of their contract start date.

B. Contractor shall provide PSA with a Weekly Contractor Report (provided by PSA) via email by 9am on the following Tuesday after each work week. In addition, the Contractor shall provide PSA with the Contractor's own irrigation inspection report within five days after the completion of the monthly inspection as per Section IV parts A and B of this agreement.

C. Care should be taken to not drive over any plastic catch basins, French drains and decorative borders.

D. The Contractor will be responsible for the repair of all damage to screening, edging, and PVC pipes if these items are protected by a buffer or physical barrier.

E. Contractor shall be responsible for the cleaning up of any fluids that drain from their trucks or equipment. They shall also be responsible to repair any damage to street or plant material. Contractor may not park work vehicles on turf areas or in planting beds. Equipment must be fueled over a paved surface.

F. No work may commence earlier than 7:30am Monday through Saturday.

PL

G. Contractor shall display a sufficient number of pesticide notification placards at the conclusion of each insecticide, herbicide, fungicide or fertilizer treatment. Placards will indicate material applied, the date of application.

H. A representative of the Landscape Maintenance contractor shall attend CDD Board of Supervisor meetings when called upon to do so.

Exhibit B

Proposal
(4 pages)

Landscape Maintenance Pricing

***Annual costs must be equally divisible by 12.**

There shall be no price increases for the 2-year term of this contract.

CONTRACTUAL SERVICES	Annual Cost	Monthly Cost Annual Cost/12
Grounds Maintenance	\$154,800.00	\$12,900.00
Irrigation System Inspections*	\$13,200.00	\$1,100.00
Hardwood Tree Pruning	\$12,000.00	\$1,000.00
TOTAL LANDSCAPE PROGRAM		

***Includes all irrigation parts and labor from the exit side of the valve to the terminus of zone.**

SUPPLEMENTAL SERVICES	Per Application or Event	Annual Total
Fertilization Program for Turf and Shrub (total of program outlined in the matrix's below)	see below	\$30,000.00
Pest Control (all labor and materials) (If entire pesticide allowance is required)*	\$1,165.00	\$13,980.00
Tall palm pruning	\$6,000.00	\$12,000.00
Seasonal Color Program	\$12,163.50	\$48,654.00
Mulching Program-Apr 1000 cu. yards	\$40,000.00	\$40,000.00
Topdress-Oct 700 cu. yds	\$28,000.00	\$28,000.00

Pest Control- *This is an allowance for treatments of trees, ornamentals, groundcovers, etc. and should include only those pesticides/herbicides not already included in the turf fertilizer section. This dollar amount will not be equally divided amongst the monthly invoices. The portion of the allowances used on any particular event shall be billed the month after services are rendered. Contractor shall continue to be responsible for the eradication of all weeds, pests and diseases after the allowance listed above has been exhausted.

Bahia Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	15-0-15 + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$2,400.00
April	21-0-0	0.5 lbs / 1,000 sf	1,500 lbs	\$2,400.00
June	16-0-8	1.0 lbs / 1,000 sf	8,695 lbs	\$2,400.00
August	FeSO4	2 oz. per 3 gallon / 1,000 sf	800 lbs	\$2,400.00
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	8,695 lbs	\$2,400.00

St. Augustine Sod

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
February	15-0-15 + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$1,500.00
April	21-0-0	0.5 lbs / 1,000 sf	1,052 lbs	\$1,500.00
May	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$1,500.00
July	FeSO ₄	2 oz. per 3 gallon / 1,000 sf	560 lbs	\$1,500.00
August	16-0-8	1.0 lbs / 1,000 sf	7,300 lbs	\$1,500.00
October	15-0-15- + PreM	1.0 lbs / 1,000 sf	7,300 lbs	\$1,500.00

Ornamentals

MONTH	FORMULA	APPLICATION RATE (LBS. N/ 1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$1,500.00
June	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$1,500.00
October	8-10-10	4 lbs / 1,000 sf	3,000 lbs	\$1,500.00

Palms

MONTH	FORMULA	APPLICATION RATE (1.5 LBS. / 100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$750.00
June	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$750.00
September	8-2-12	1.5 lbs / 100 sf	1,100 lbs	\$750.00
November	8-2-12	1.5 lbs/ 100 sf	1,100 lbs	\$750.00

Please list any additional fertilization for those plant materials requiring specialized applications.

Specialty Plant Materials

MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crapees, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
April	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$375.00
June	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$375.00
August	14-14-14	15 lbs / 1000 sf	1,100 lbs	\$375.00
October	14-14-14	15 lbs/ 1000 sf	1,100 lbs	\$375.00

The totals in the “Cost per application” column should equal your Total Fertilization Cost for the year.

OTC Injections will be performed at the discretion of the District’s BOS
(This shall not be included in either of the Pest Control Cost listed above nor shall it be included in the Grand Total or Contract Amount)

OTC Injections - (all labor and materials)

\$ 16,640.00 / Yr (based on quantities below)
(OTC Injections per specs- do not include in Grand Total)

PALM TYPE	PALM QUANTITY	# of inoculations per quarter <u>per palm</u> (based on side) i.e. (2) inoculations per large Canary Palm per ¼, etc.)	Cost per individual inoculation (One Cartridge)	Total Cost per Year (4x per year)
Phoenix dactylifera ‘medjool’	1	1	\$100.00	\$400.00
Sabal palmetto	145	1	\$28.00	\$16,240.00

The CDD reserves the right to subcontract out any and all OTC Injection events.

There shall be no price increases for the 2-year term of this contract.

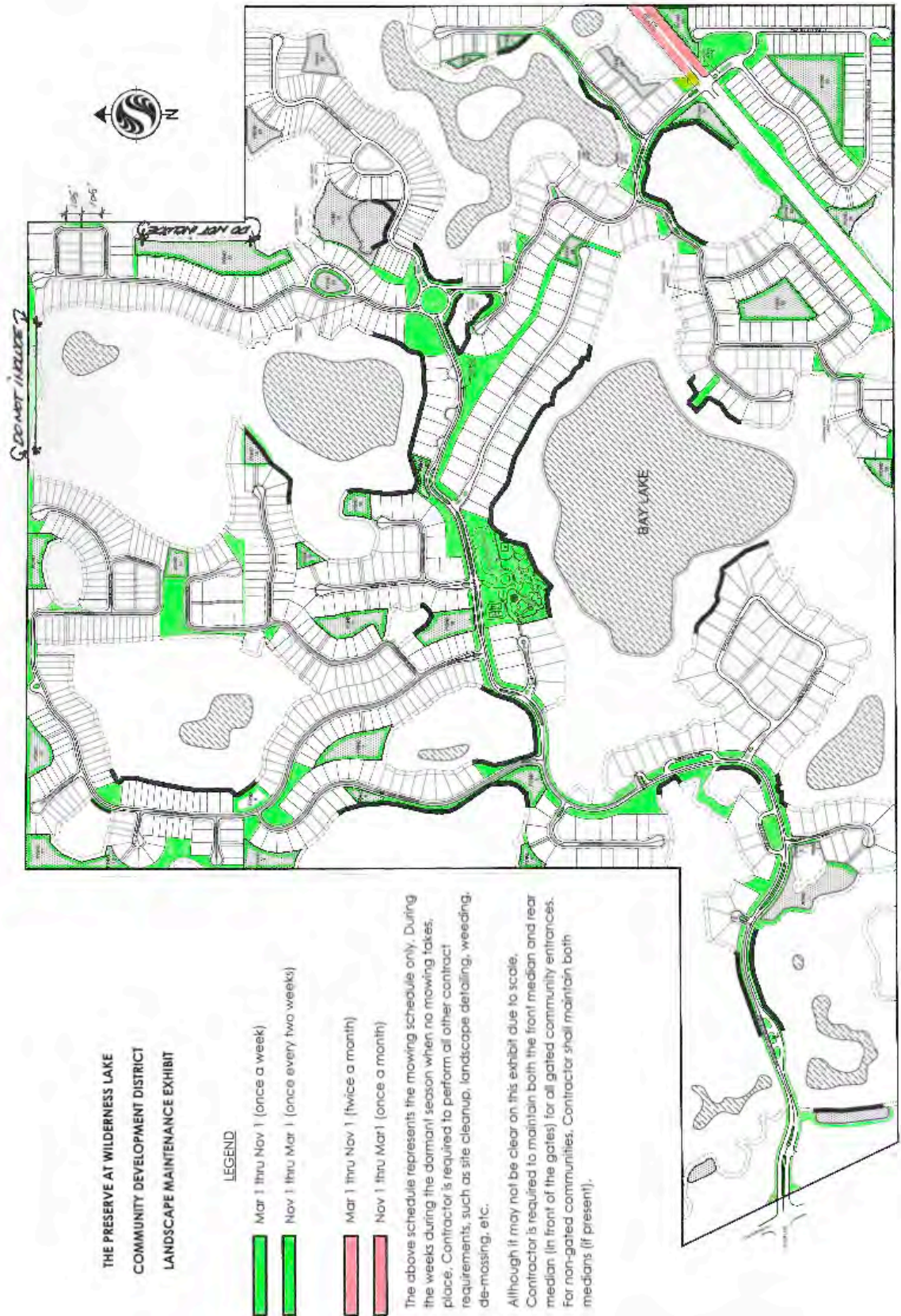
Supplemental Pricing

Add a second detail during each growing season month	\$ 2,500.00	
Tall palm pruning -over 15' ea.	\$ 45.00	
Install 4" annual-each	\$ 1.35	
Install 6" annual -each	\$ 2.50	
Freeze protection for all annuals-supply and remove cloth. Per freeze event.	\$ 2,000.00	
All treatment of Fire Ants (cost per year)	\$ 4,500.00	
Core Aeration per 10,000 sq. ft.	\$ 200.00	
Pine Bark-supply and install per cu. yd.	\$ 40.00	
Pine Straw-supply and install per bale.	\$ 8.00	
Supervisory labor per hour	\$ 30.00	
General labor- per employee, per hour	\$ 25.00	
Irrigation technician per hour	\$ 55.00	
New valve-supply and install 1.5"	\$ 120.00	
New valve-supply and install 2"	\$ 150.00	
Valve solenoid –supply and install	\$ 75.00	
Rain sensor-supply and install (wired & wireless)	\$ 45.00	\$ 135.00
Irrigation timer- supply and install 12 zone exterior	\$ 400.00	
Irrigation timer- supply and install 24 zone exterior	\$ 840.00	
Irrigation timer battery – supply and install	\$ 20.00	
Storm Cleanup- per hour	\$ 300.00	
Bahia sod-supply, strip and install (500 sq. ft. min) per. sq. ft.	\$ 0.65	
500 gallon water truck- per hour	\$ 400.00	
1G shrub-supply, install, warrantied for contract term (ea.)	\$ 7.00	
3G shrub-supply, install, warrantied for contract term (ea.)	\$ 16.00	
7G shrub-supply, install, warrantied for contract term (ea.)	\$ 35.00	
15G shrub-supply, install, warrantied for contract term (ea.)	\$ 110.00	
35G tree -Florida #1 install, warrantied for contract term (ea.)	\$ 250.00	
45G tree-Florida #1 (install, warrantied for contract term (ea.)	\$ 375.00	

Company Name RedTree Landscape Systems LLC

Composite Exhibit C

Maintenance Maps
(5 pages)

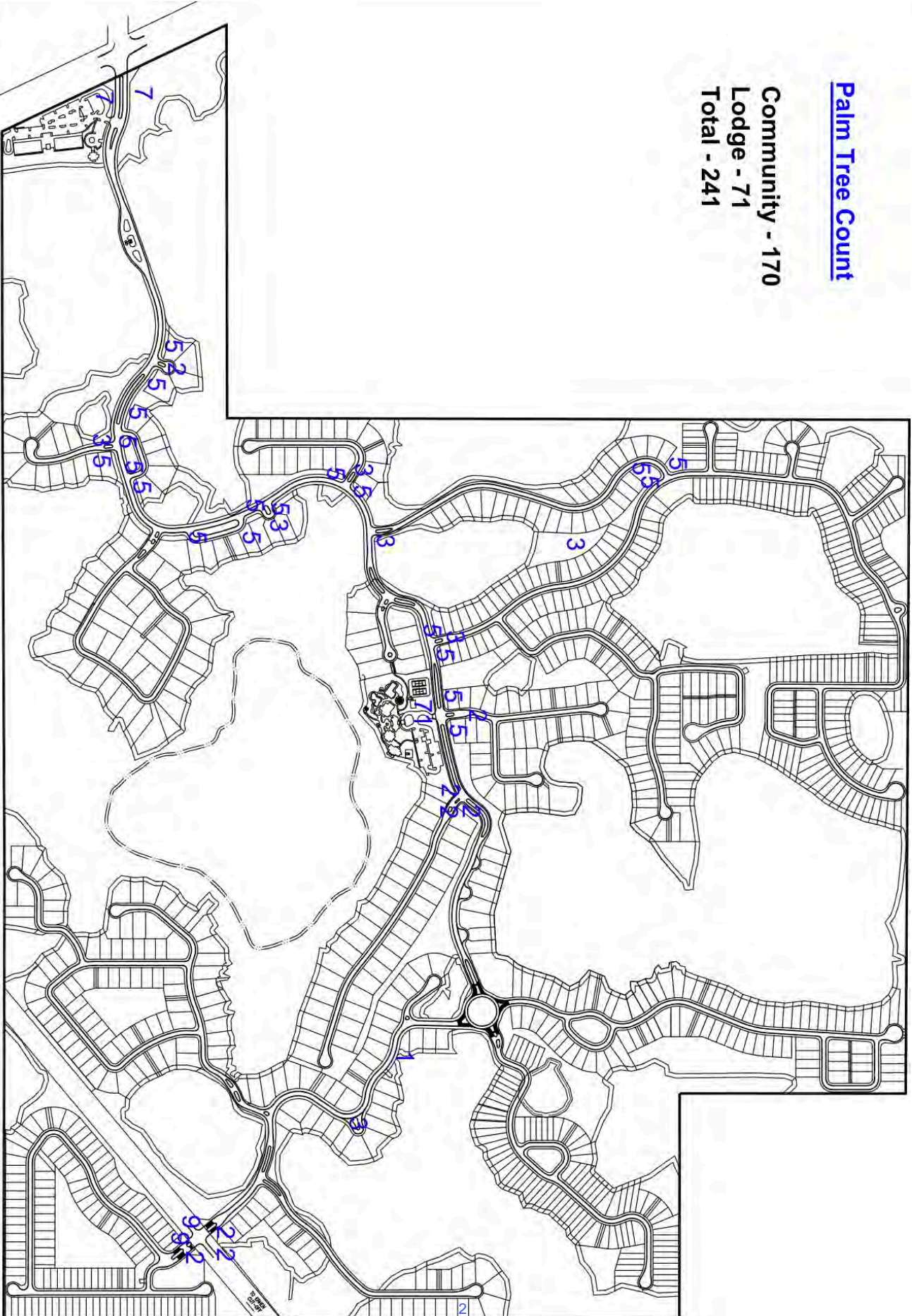


Palm Tree Count

Community - 170

Lodge - 71

Total - 241



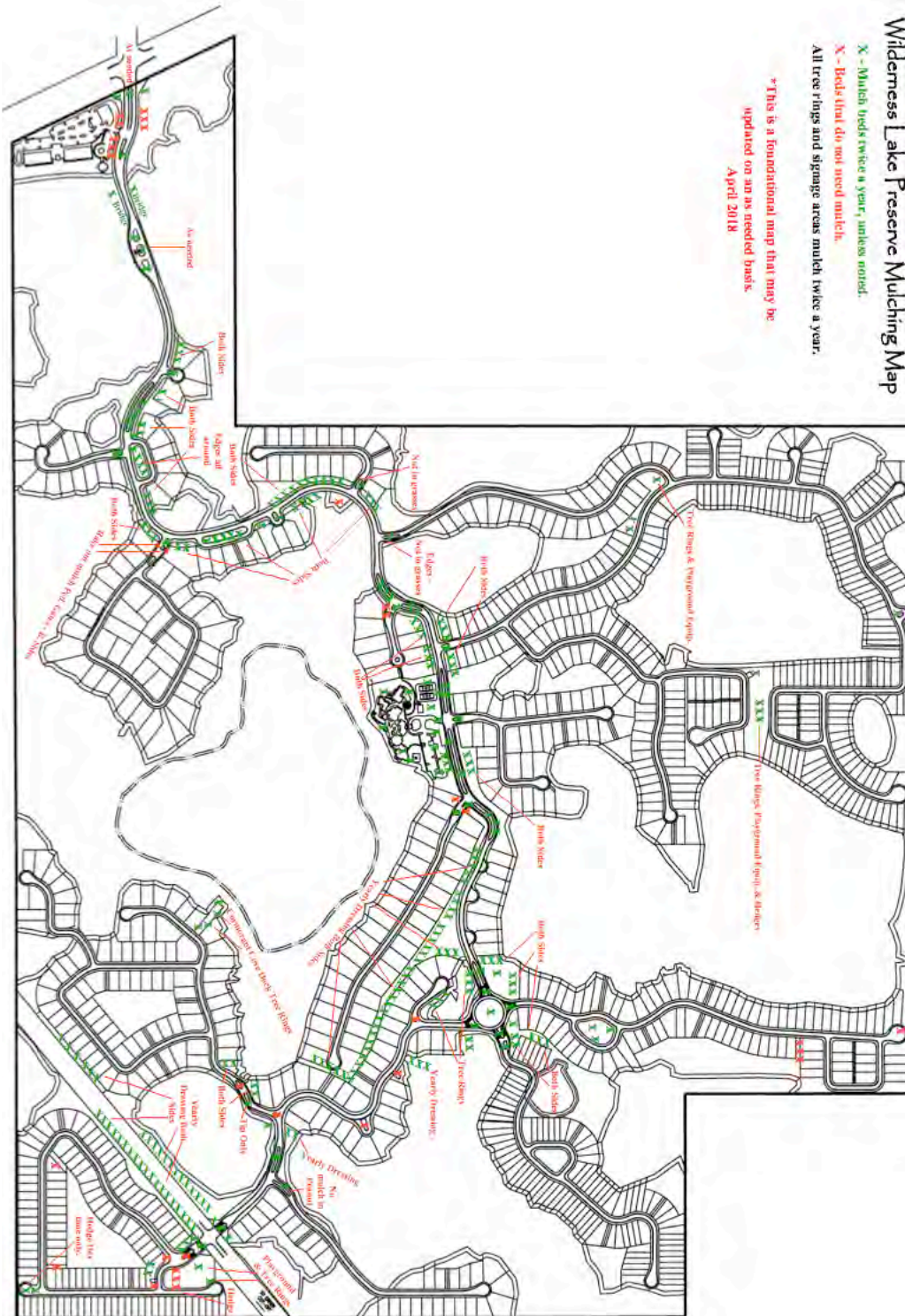
Wilderness Lake Preserve Mulching Map

X - Mutch beds twice a year, unless noted.

X - Belts that do not need muffs.

All tree rings and signage areas mulch twice a year.

*This is a foundational map that may be updated on an as needed basis.
April 2018

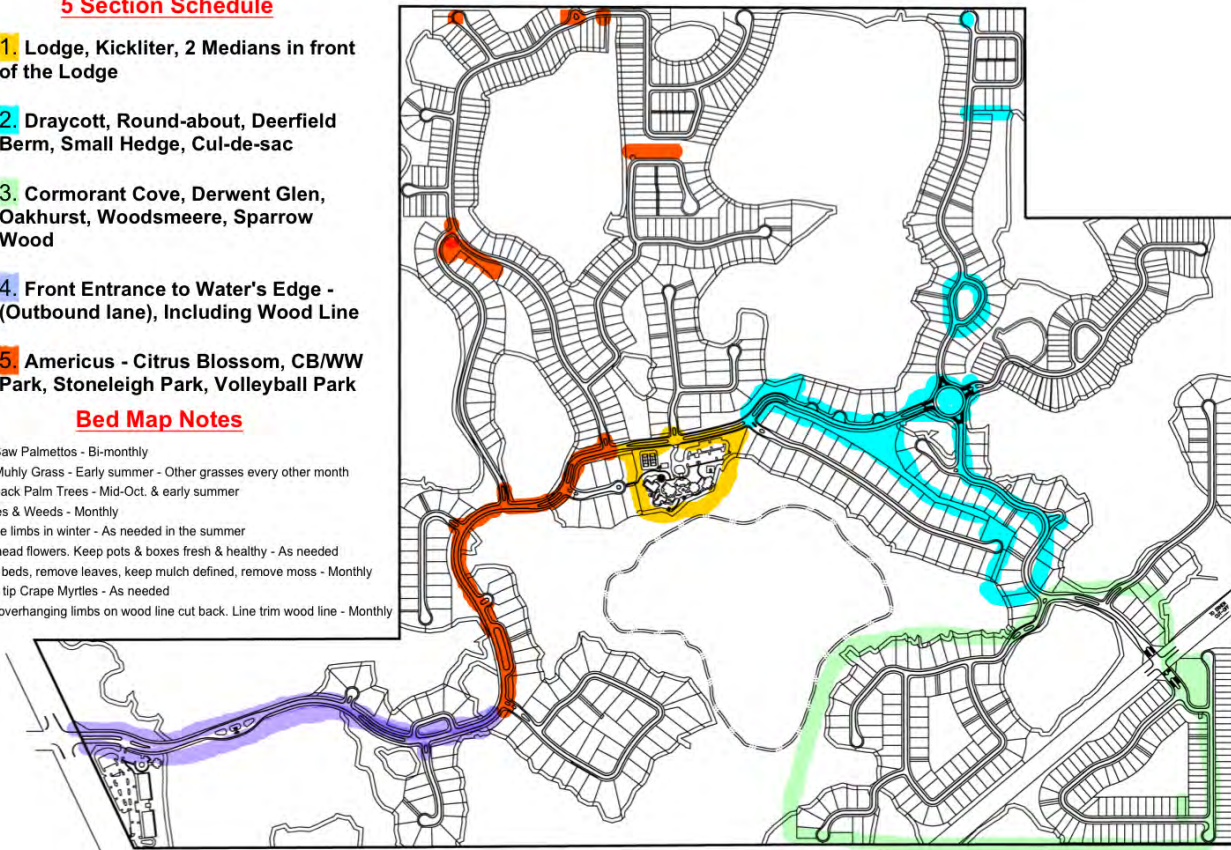


5 Section Schedule

1. Lodge, Kickliter, 2 Medians in front of the Lodge
2. Draycott, Round-about, Deerfield Berm, Small Hedge, Cul-de-sac
3. Cormorant Cove, Derwent Glen, Oakhurst, Woodsmeere, Sparrow Wood
4. Front Entrance to Water's Edge - (Outbound lane), Including Wood Line
5. Americus - Citrus Blossom, CB/WW Park, Stoneleigh Park, Volleyball Park

Bed Map Notes

Thin Saw Palmettos - Bi-monthly
 Trim Muhly Grass - Early summer - Other grasses every other month
 Trim back Palm Trees - Mid-Oct. & early summer
 Hedges & Weeds - Monthly
 Lift tree limbs in winter - As needed in the summer
 Deadhead flowers. Keep pots & boxes fresh & healthy - As needed
 Clean beds, remove leaves, keep mulch defined, remove moss - Monthly
 Pencil tip Cape Myrtles - As needed
 Keep overhanging limbs on wood line cut back. Line trim wood line - Monthly



- Hedges
- Palmettos
- Grasses

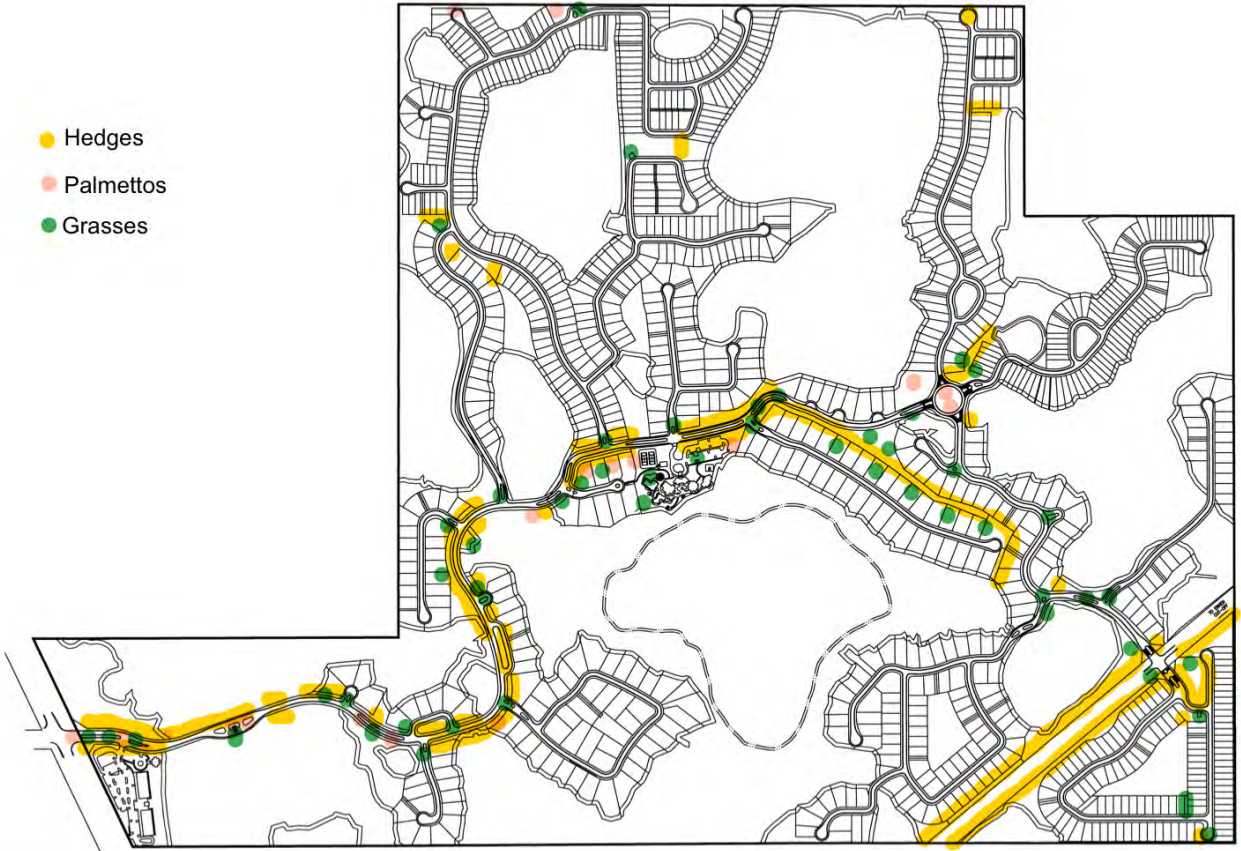


Exhibit D

Score Sheet

From: Supervisor Seat 4 <supervisor4@wlpccd.org>
Sent: Thursday, December 27, 2018 6:11 PM
To: Matthew E. Huber <MHuber@rizzetta.com>
Subject: Agenda Item

Matt Please add the following topic to the agenda.

"Discussion of Supervisor Liaison Tasks"

The following statement can be added to the tab this subject is assigned. I would like to discuss this with you tomorrow afternoon before this gets published if you are available. Let me know what time works for you.

My intent is to formalize liaison assignments of Board members. This does not exclude every Board member from being involved in all facets of CDD expenditures but instead would allow each Board member to be assigned an area they feel most comfortable with and could contribute the most. To this end, each Board member would take the lead on assigned areas and if needed, during Monthly board meetings would bring up issues requiring further attention.

I suggest the following assignments:

Beth – Landscaping oversight

Jim - Security and Safety

Lou – Contract Reviews and legal matters

Sam - Monthly budget expenses

Scott - Recreational expenditures

Looking forward to discussing this with you.--

James Estel
Supervisor
Wilderness Lake Preserve - CDD