

### Preserve at Wilderness Lake Community Development District

# Board of Supervisors' Meeting August 7, 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** James Estel Chairman

Lou Weissing Vice Chairman
Sam Watson Assistant Secretary
Beth Edwards Assistant Secretary

Scott Diver Assistant Secretary

**District Manager** Matthew Huber Rizzetta & Company, Inc.

**District Counsel** John Vericker Straley Robin & Vericker

District Engineer Greg Woodcock Cardno Engineering

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

July 31, 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**, **August 7**, **2019 at 6:30 p.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.	PLEC	OGE OF ALLEGIANCE									
3.		ENCE COMMENTS / BOARD & STAFF RESPONSES									
4.	BOAI	RD SUPERVISOR REQUESTS AND WALK ON ITEMS									
5.		NESS ITEMS									
	A.	Public Hearing on Fiscal Year 2019-2020 Budget									
		1. Consideration of Resolution 2019-04, Adopting									
		the Fiscal Year 2019-2020 Budget Tab 1									
	B.	Public Hearing on Assessment Roll									
		1. Consideration of Resolution 2019-05, Levying									
		Assessments and Certifying the Assessment Roll. Tab 2									
6.	BOAI	RD RECESS									
	C.	Analysis of ADA Website Remediation & Consideration of									
		proposals ADA Website Remediation Proposals Tab 3									
	D.	Consideration of Contract for Professional Technology									
		Services Tab 4									
	E.	Consideration of Landscape Proposals Tab 5									
	F.	Consideration of Garden Swing Proposals Tab 6									
	G.	Consideration of Lowe's Pergola proposal Tab 7									
	Н.	Discussion of swinging door safety window – Scott Diver									
	l.	Review of Investments – Lou Weissing									
7.	BUSI	NESS ADMINISTRATION									
	A.	Consideration of Minutes of the Board of Supervisors'									
		Meeting held on July 3, 2019 Tab 8									
	B.	Consideration of Operation and Maintenance Expenditures									
		for June 2019 Tab 9									

#### 8. 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
  - 2. Contractor's Response PSA's "Done Report"
  - 3. Score of June 2019 Inspection
- E. Lodge Manager's Report

#### 9. REVIEW OF MONTHLY FINANCIALS & RESERVE STUDY

- A. Financial Statements for June 2019
- B. Copy of Reserve Study Report
- 10. STAFF REPORTS
  - A. District Manager's Update
- 11. SUPERVISOR REQUEST
- 12. 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

#### **RESOLUTION 2019-04**

THE ANNUAL APPROPRIATION RESOLUTION OF THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2019, submitted to the Board of Supervisors (the "**Board**") a proposed budget for the next ensuing budget year (the "**Proposed Budget**"), along with an explanatory and complete financial plan for each fund of The Preserve at Wilderness Lake Community Development District (the "**District**"), pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set August 7, 2019 at 6:30 pm as the date and time for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), Florida Statutes, requires that, prior to October 1, of each year, the District Board by passage of the Annual Appropriation Resolution shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the Proposed Budget projects the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT:

#### Section 1. Budget

a. That the Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown below.

- b. That the Proposed Budget as amended by the Board attached hereto as **Exhibit A**, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for fiscal year 2018/2019 and/or revised projections for fiscal year 2019/2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as the "Budget for The Preserve at Wilderness Lake Community Development District for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020," as adopted by the Board on August 7, 2019.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

#### Section 2. Appropriations

beginning October 1, 2019, and \$ to be rai	nt of the revenues of the District, for the fiscal ending September 30, 2020, the sum sed by the levy of assessments and other o be necessary to defray all expenditures o	ń of wise,
District during said budget year, to be of	livided and appropriated in the following fashi	ion:
Total General Fund	\$	
Total Deht Service Funds	\$	

Total All Funds\*

#### **Section 3. Budget Amendments**

Pursuant to Section 189.016, Florida Statutes, the District at any time within the fiscal year or within 60 days following the end of the fiscal year may amend its budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original

<sup>\*</sup>Not inclusive of any collection costs.

- appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this section and Section 189.016 of the Florida Statutes, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget(s) under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption.

#### Section 4. Effective Date.

This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

#### PASSED AND ADOPTED THIS 7TH DAY OF AUGUST, 2019

THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
Ву:
Name:
Chair of the Board of Supervisors

Exhibit A: FY 2019/2020 Budget



# The Preserve at Wilderness Lake Community Development District

preserveatwildernesslakecdd.org

**Approved Proposed Budget for Fiscal Year 2019/2020** 

Presented by: Rizzetta & Company, Inc.

5844 Old Pasco Rd. Suite 100 Wesley Chapel, FI 33544

813-994-1001

rizzetta.com

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### GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

#### **REVENUES:**

**Interest Earnings:** The District may earn interest on its monies in the various operating accounts.

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Event Rental:** The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

**Facilities Rentals:** The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.

#### <u>EXPENDITURES – ADMINISTRATIVE:</u>

**Supervisor Fees:** The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

**Administrative Services:** The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with

Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

**District Management:** The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These services include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

**District Engineer:** The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

**Disclosure Report:** The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

**Trustee's Fees:** The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

**Assessment Roll:** The District will contract with a firm to maintain the assessment roll and annually levy a Non-Ad Valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments. This line item also includes the fees incurred for a Collection Agent to collect the funds for the principal and interest payment for its short-term bond issues and any other bond related collection needs. These funds are collected as prescribed in the Trust Indenture. The Collection Agent also provides for the release of liens on property after the full collection of bond debt levied on particular properties.

**Accounting Services:** Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

**Auditing Services:** The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.

Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond

proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

**Travel:** Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

**Public Officials Liability Insurance:** The District will incur expenditures for public officials' liability insurance for the Board and Staff.

**Legal Advertising:** The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

**Bank Fees:** The District will incur bank service charges during the year.

**Dues, Licenses & Fees:** The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

**Miscellaneous Fees:** The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

**District Counsel:** The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

#### **EXPENDITURES - FIELD OPERATIONS:**

**Deputy Services:** The District may wish to contract with the local police agency to provide security for the District.

**Security Services and Patrols:** The District may wish to contract with a private company to provide security for the District.

**Electric Utility Services:** The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

**Street Lights:** The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.

**Utility - Recreation Facility:** The District may budget separately for its recreation and or amenity electric separately.

**Gas Utility Services:** The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

**Garbage - Recreation Facility:** The District will incur expenditures related to the removal of garbage and solid waste.

**Solid Waste Assessment Fee:** The District may have an assessment levied by another local government for solid waste, etc.

**Water-Sewer Utility Services:** The District will incur water/sewer utility expenditures related to district operations.

**Utility - Reclaimed:** The District may incur expenses related to the use of reclaimed water for irrigation.

**Aquatic Maintenance:** Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

**Fountain Service Repairs & Maintenance:** The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

**Lake/Pond Bank Maintenance:** The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

**Wetland Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

**Mitigation Area Monitoring & Maintenance:** The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

**Aquatic Plant Replacement:** The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

**General Liability Insurance:** The District will incur fees to insure items owned by the District for its general liability needs

**Property Insurance:** The District will incur fees to insure items owned by the District for its property needs

**Entry and Walls Maintenance:** The District will incur expenditures to maintain the entry monuments and the fencing.

**Landscape Maintenance:** The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

**Irrigation Maintenance:** The District will incur expenditures related to the maintenance of the irrigation systems.

**Irrigation Repairs:** The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

**Field Services:** The District may contract for field management services to provide landscape maintenance oversight.

**Miscellaneous Fees:** The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

**Gate Phone:** The District will incur telephone expenses if the District has gates that are to be opened and closed.

**Street/Parking Lot Sweeping:** The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

**Gate Facility Maintenance:** Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

**Sidewalk Repair & Maintenance:** Expenses related to sidewalks located in the right of way of streets the District may own if any.

**Roadway Repair & Maintenance:** Expenses related to the repair and maintenance of roadways owned by the District if any.

**Employees - Salaries:** The District may incur expenses for employees/staff members needed for the recreational facilities such as Clubhouse Staff.

**Employees - P/R Taxes:** This is the employer's portion of employment taxes such as FICA etc.

**Employee - Workers' Comp:** Fees related to obtaining workers compensation insurance.

**Management Contract:** The District may contract with a firm to provide for the oversight of its recreation facilities.

Maintenance & Repair: The District may incur expenses to maintain its recreation facilities.

**Facility Supplies:** The District may have facilities that required various supplies to operate.

**Gate Maintenance & Repairs:** Any ongoing gate repairs and maintenance would be included in this line item.

**Telephone, Fax, Internet:** The District may incur telephone, fax and internet expenses related to the recreational facilities.

**Office Supplies:** The District may have an office in its facilities which require various office related supplies.

**Clubhouse - Facility Janitorial Service:** Expenses related to the cleaning of the facility and related supplies.

**Pool Service Contract:** Expenses related to the maintenance of swimming pools and other water features.

**Pool Repairs:** Expenses related to the repair of swimming pools and other water features.

**Security System Monitoring & Maintenance:** The District may wish to install a security system for the clubhouse

**Clubhouse Miscellaneous Expense:** Expenses which may not fit into a defined category in this section of the budget

**Athletic/Park Court/Field Repairs:** Expense related to any facilities such as tennis, basketball etc.

**Trail/Bike Path Maintenance:** Expenses related to various types of trail or pathway systems the District may own, from hard surface to natural surfaces.

**Special Events:** Expenses related to functions such as holiday events for the public enjoyment

**Miscellaneous Fees:** Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

**Miscellaneous Contingency:** Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

**Capital Outlay:** Monies collected and allocated for various projects as they relate to public improvements.

### RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Reserve Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Reserve Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

#### **REVENUES:**

**Tax Roll:** The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

**Off Roll:** For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

**Developer Contributions:** The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

**Miscellaneous Revenues:** The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

#### **EXPENDITURES:**

**Capital Reserve:** Monies collected and allocated for the future repair and replacement of various capital improvements such as club facilities, swimming pools, athletic courts, roads, etc.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.

### DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

#### **REVENUES:**

**Special Assessments:** The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

#### **EXPENDITURES – ADMINISTRATIVE:**

Bank Fees: The District may incur bank service charges during the year.

**Debt Service Obligation:** This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

# Proposed Budget The Preserve at Wilderness Lake The Preserve At Wilderness Lake Community Development District General Fund Fiscal Year 2019/2020

Chart of Accounts Classification		ctual YTD through 06/30/19	Anr	rojected nual Totals 018/2019		Annual Budget for 2018/2019	va	Projected Budget riance for 018/2019		Budget for 2019/2020	Ir (Dec	Budget ncrease crease) vs 018/2019	Comments
REVENUES													
Interest Earnings													
Interest Earnings	\$	17,248	\$	17,248	\$	6,000	\$	11,248	\$	9,500	\$	3 500	FY17-18 \$13,000
Special Assessments	φ	17,240	φ	17,240	Φ	6,000	Ф	11,240	Φ	9,300	Φ	3,300	F117-10 \$13,000
Tax Roll	\$	1,423,443	œ	1,423,443	¢	1,429,936	\$	(6,493)	•	1,498,183	\$	68,247	
Other Miscellaneous Revenues	φ	1,423,443	φ	1,423,443	Φ	1,429,930	Ф	(0,493)	Φ	1,490,103	Φ	00,247	
Miscellaneous					\$								
Guest Fees	\$	3,738	\$	4,984	\$		\$	2,984	\$	2,000	\$	_	
Events and Sponshorships	\$		-	5,779	\$		\$	(2,221)	-	8,000	\$	-	
Rental Revenues	\$	9,132		12,176	\$		\$	2,176	_	10,000	\$	-	
General Store	\$		\$	11,761	\$		\$			10,000	\$	-	
General Gene	Ф	8,821	Ф	11,761	Ф	10,000	Ф	1,761	Þ	10,000	Ф	-	
TOTAL REVENUES	•	1 466 717	e	1,475,391	¢	1 465 026	\$	0.455	e	1 527 602	\$	71,747	
TOTAL REVENUES	Þ	1,466,717	Þ	1,475,391	Þ	1,465,936	Þ	9,455	Þ	1,537,683	Þ	11,141	
Balance Forward from Prior Year	\$		•		Φ.		•				Φ.		
Dalario Forward nom Frior Four	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL REVENUES AND BALANCE FORWARD		4 466 747	•	4 475 204	•	4 465 026	•	0.455		1.537.683	•	74 747	
TOTAL REVERGES AND BALANCE FORWARD	*	1,466,717	Þ	1,475,391	Þ	1,465,936	Þ	9,455	2	1,537,683	\$	71,747	
*Allocation of assessments between the Tax Roll ar	nd Of	f Roll are es	stima	ates only ar	nd s	subject to ch	ang	e prior to c	erti	ification.			
						•	_	-					
EXPENDITURES - ADMINISTRATIVE													
EX ENDITORES ADMINISTRATIVE													
Legislative													
Supervisor Fees	\$	10,600	\$	14,000	\$	14,000	\$	(0)	\$	14,000	\$	_	Based on 14 mtgs per year
Financial & Administrative	Ψ	10,000	Ψ	14,000	Ψ	14,000	Ψ	(0)	Ψ	14,000	Ψ		based on 14 migs per year
Administrative Services	\$	6,150	\$	8,200	\$	8,200	\$	-	\$	8,400	\$	200	
District Management	\$	25,200		33,600	\$		_	_	\$	34,500	-	900	
District Engineer	\$	5,384		7,179	\$		\$	2,821	\$	10,000	\$	-	Changed Engineers to Cardno
Disclosure Report	\$	2,000		2,000	\$		\$	200	\$	2,200	\$	_	Changed Engineers to Cardino
Trustees Fees	\$	6,330	\$	6,840	\$	6,940	\$	100	\$	6,940	\$	-	
Tax Collector /Property Appraiser Fees	\$	150		150	\$		\$	-	\$	150	\$		
Financial & Revenue Collections	\$	3,750		5,000	\$		\$		\$	5,250	\$	250	
Assessment Roll	\$	5,000	_	5,000	\$	5,000	\$		\$	5,250	\$	250	
Accounting Services	\$	18,750		25,000	\$		\$		\$	25,550	\$	550	
Auditing Services	\$		\$		\$	4,300	\$		\$	4,300	\$	-	
Arbitrage Rebate Calculation	\$	4,300	\$	4,300	\$		\$	1,300	\$	1,300	\$	-	
Public Officials Liability Insurance	\$	2,250	\$	2,250	\$		\$	225	\$	2,475	\$	-	Fatimata from FOIS
Workers Compensation Insurance	\$		-	-	\$	,	•		\$	500	\$		Estimate from EGIS
Legal Advertising	\$	2,874 550	\$	2,874 1,533	\$		\$	1,151 267	\$	1,800	\$	(3,525)	Updated Workers Comp, ins. for BOS
Dues, Licenses & Fees	\$		-	438	\$		\$	(213)	<u> </u>	225	\$	-	DEO, PACA, ROW Permit Fees +\$200 for amortization
Website Fees & Maintenance	\$	756	\$	1,000	\$	1,000	\$	(213)	\$	15,000	\$		
Legal Counsel	Ф	750	Ф	1,000	Ф	1,000	\$		Þ	15,000	Ф	14,000	Increase for ADA remediation plus hosting & maint.
District Counsel	\$	9,590	œ	12,787	¢	15,000		2,213	\$	13,000	œ	(2,000)	
2.5thet Godines	φ	9,390	φ	12,707	Φ	15,000	φ	2,213	Φ	13,000	Φ	(2,000)	
Administrative Subtotal	\$	104,072	¢	132,151	¢	140,215	•	8,064	\$	150,840	\$	10,625	
Parimination of States	- P	104,072	Ф	132,131	Ф	140,215	Ą	0,004	- P	150,640	a a	10,023	
EVDENDITUDES - FIELD OBEDATIONS									$\vdash$				
EXPENDITURES - FIELD OPERATIONS	+				$\vdash$				$\vdash$				
Law Enforcement													
Deputy	\$	25 544	\$	24.045	r.	34,742	•	727	\$	24 740	¢		CDD & HOA to coordinate efforts
Electric Utility Services	*	25,511	Ф	34,015	Ф	34,742	Ф	121	*	34,742	Ф	-	CDD & HOA to coordinate effors
Utility Services	\$	104 400	œ	160.010	¢.	160.000	ď	/40\	•	160 500	¢	FOO	EV 17-18 \$160 500
Gas Utility Services	Ф	121,139	Ф	160,019	Ф	160,000	Ф	(19)	1	160,500	\$	000	FY 17-18 \$160,500
Utility Services Utility Services	•	20 500	r.	20.700	r.	05.000	r	(0.700)	6	20.000	e	2.000	Fuel price increase ner sellen
Garbage/Solid Waste Control Services	\$	28,530		28,790	\$	25,000	\$	(3,790)	\$	28,000	\$	3,000	Fuel price increase per gallon
Solid Waste Assessment	•	0.000	\$	- 0.000	•	0.100	6	7.		0.400	•		
Garbage - Recreation Facility	\$	2,330		2,330	\$	-	\$	70		2,400		-	
Garbage - Recreation Facility  Garbage - Wetlands Dumpster fees	\$		\$	-	\$	-,	\$	3,000	1	3,000		-	
Water-Sewer Combination Services	\$	1,500	\$	2,000	\$	3,000	\$	1,000	\$	3,000	\$	-	
	_	<u></u>	_	<u></u>	-		_	/a	-		_		EV 47 40 004 000
Utility Services	\$	24,445	\$	27,593	\$	19,000	\$	(8,593)	\$	21,500	\$	2,500	FY 17-18 \$21,399
Stormwater Control Stormwater Assessment	_		_		-		_		-		_		
	\$	2,353	\$	2,353	\$	2,500	\$	147	\$	2,500	\$	-	
Other Physical Environment	-				-				-				
General Liability Insurance	\$	2,751		2,751	\$			249				-	Estimate from EGIS
Property Insurance	\$	25,949		25,949				(449)		28,516		-	Estimate from EGIS
Entry & Walls Maintenance	\$	175		233	\$			1,767	-	2,000		-	Cleaning/repair of fences/monuments separate from Res
Holiday Decorations	\$	7,125	\$	7,125	\$	7,200	\$	75	\$	7,200	\$	-	
Landscape													
Landscape Maintenance	\$	116,421		154,828	\$		\$	(18,828)	_	154,800			Redtree contract amount
Irrigation Inspection	\$	5,618		7,491	\$	-		6,798		13,200		(1,089)	Redtree contract amount
Landscape Replacement Plants, Shrubs, Trees	\$	1,961		2,615				37,385		40,000		-	
Landscape Fertilization	\$	28,033	\$	37,377	\$	44,585	\$	7,208	\$	30,000	\$	(14,585)	Redtree contract amount

# Proposed Budget The Preserve at Wilderness Lake The Preserve At Wilderness Lake Community Development District General Fund Fiscal Year 2019/2020

Chart of Accounts Classification		Actual YTD through 06/30/19		Projected Annual Totals 2018/2019		Annual Budget for 2018/2019	Projected Budget variance for 2018/2019			Budget for 2019/2020	lı (De	Budget ncrease crease) vs 018/2019	Comments	
Landscape Pest Control	\$	-	\$	-	\$	-	\$	-	\$	13,980	\$		Redtree contract amount	
Tree Trimming Services	\$	49,271	\$	49,271	\$	15,000	\$	(34,271)	\$	12,000	\$	(3,000)	Redtree contract amount	
Irrigation Repairs	\$	6,642	\$	8,856	\$	25,000	\$	16,144	\$	25,000	\$	-	FY17-18 \$21,016	
Landscape - Mulch	\$	66,224	\$	66,224	\$	35,000	\$	(31,224)	\$	68,000	\$	33,000	Redtree contract amount (full amt 2 times per year)	
Annual Flower Rotation	\$	11,788	\$	15,717	\$	13,500	\$	(2,217)	\$	16,200	\$	2,700	Redtree contract amount	
Well Maintenance	\$	-	\$	-	\$	2,500	\$	2,500	\$	2,500	\$	-	If major overhaul needed fund by reserve	
Field Operations	\$	11,900	\$	13,867	\$	13,200	\$	(667)	\$	13,200	\$	-	PSA vendor \$1,100 per inspection + \$4000 for Scope	
Lake and Wetland Maintenance														
Wetland Plant Installation	\$	-	\$	-	\$	500	\$	500	\$	500	\$	-		
Monthly Aquatic Weed Control Program	\$	22,858	\$	33,477	\$	34,200	\$	723	\$	34,200	\$	-		
Educational Program	\$	-	\$	-	\$	500	\$	500	\$	500	\$	-		
Cormorant Cove (Wetland T) Cattail Treatment	\$	-	\$	-	\$	1,250	\$	1,250	\$	1,250	\$	-		
Removal of Trash and Debris	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Bay Lake Hydrilla Treatment	\$	-	\$	-	\$	1,000	\$	1,000	\$	1,000	\$	-		
Professional Oversight of WLP Wetland Staff,	\$	4,000	\$	5,333	\$	6,000	\$	667	\$	6,000	\$	-		
Private Resident Consultation	\$	520	\$	693	\$	780	\$	87	\$	780	\$	_		
Wetland Tree Removal	\$	-	\$	-	\$	2,000	\$	2,000	\$	2,000	\$			
Grass Carp Replacement and/or Barrier Repair	\$		\$	-	\$	300	\$	300	\$	300	\$			
Wetland Nuisance/Exotic Species Control (Areas A-	\$	5,049	\$	8,732	\$	9,000	\$	268	\$	9,000	\$			
Special Projects	\$	650	\$	4,367	\$	6,350	\$	1,983	\$	6,350	\$	-	Waters Edge project/Wetland "T"	
Road & Street Facilities	Φ	UCO	φ	4,367	φ	0,350	\$	1,903	Þ	0,350	Φ	-	vvalets Euge project/vvellafiu   1	
Street Light Decorative Light Maintenance	\$		•		¢	F00	-	-	e	F00	¢			
Street Sign Repair	\$	-	\$	-	\$	500	\$	500	\$	500	\$	-		
Roadway Repair & Maintenance - brick pavers	_		_	-	\$	500	\$	500		500	\$	(500)		
Sidewalk Maintenance and Repair	\$	2,532	\$	10,376	\$	10,500	\$	124	\$	10,000	\$	(500)		
•	\$	2,580	\$	3,440	\$	3,000	\$	(440)	\$	3,000	\$	-		
Parks & Recreation			_											
Management Contract - Payroll	\$	233,740	\$		\$	362,500		847	\$	362,500	\$	-		
Payroll Reimbursement - Mileage	\$	1,794	\$	2,392	\$	2,500	\$	108	\$	2,500	\$		FY17-18 \$2,854	
Management Contract - Management Fee	\$	13,168			\$	,	\$	-	\$	18,000	\$	-		
Maintenance & Repair - Lodge	\$	26,009	\$	39,179	\$	40,000	\$	821	\$	40,000	\$	-	FY17-18 \$49,271	
Pool Service Contract	\$	14,850	\$	19,800	\$	19,800	\$	-	\$	24,000	\$	4,200	Proposed increase by Suncoast Pools	
Pool Repairs	\$	972	\$	1,296	\$	5,000	\$	3,704	\$	5,000	\$	-		
Equipment Lease	\$	1,851	\$	2,468	\$	4,000	\$	1,532	\$	4,000	\$	-	Added use of lift rental for amenities	
Landscape Lighting Replacement	\$	1,367	\$	1,823	\$	1,500	\$	(323)	\$	1,500	\$	-		
Fitness Equipment Preventative Maintenance	\$	880	\$	1,320	\$	1,320	\$	(0)	\$	1,320	\$	-	Fitness Logic agreement \$110 x12	
Fitness Equipment Repairs	\$	2,835	\$	6,480	\$	6,680	\$	200	\$	6,680	\$	-	Repairs/replacement parts	
Spa Linen & Mat Services	\$	5,640	\$	7,520	\$	6,000	\$	(1,520)	\$	7,500	\$	1,500	Increase from Alsco	
Lodge - Facility Janitorial Services	\$	11,637	\$	15,525	\$	15,525	\$	-	\$	18,000	\$	2,475	Vanguard Cleaning contract, possible increase	
Lodge - Facility Janitorial Supplies	\$	4,188	\$	8,434	\$	8,475	\$	41	\$	8,475	\$	-	Cleaning Supplies	
Nature Center Operations	\$	1,118	\$	1,791	\$	1,800	\$	9	\$	1,800	\$	-	Vet bills bedding and supplies	
Security System Monitoring	\$	1,326	\$	1,768	\$	15,000	\$	13,232	\$	15,000	\$	-	Monitoring only	
Security System Maintenance	\$	4,200	\$	4,600	\$	4,000	\$	(600)	\$	4,000	\$	-	Repairs/Service calls	
Pool Permits	\$	850	\$	850	\$	850	\$	-	\$	850	\$	-	•	
Telephone Fax, Internet	\$	10,354	\$	13,955	\$	14,000	\$	45	\$	14,000	\$	-	Monthly Verizon bills	
IT Support and repairs	\$	2,637		3,016	_	2,000	_	-	\$	2,000	_		Computer & Printers at amenities	
Resident Id Card	\$	262			\$	1,100		751		1,100		-	Ribbon for printer, label & cards	
Special Events	\$	18,899			\$	27,000		1		30,000			Based on adding addt'l events	
Park & Athletic Court Repairs/Maint.	\$	2,543		4,891	\$	5,000		109		5,000		-	courts cleaned, garbarge emptied, new nets	
Playground Equipment and Maintenance	\$	300		800	_	1,000		200		1,000		-	courts disaried, garbarge emplied, new nets	
Playground Mulch	_			7,908									Capital Land Mat. 11/19 ADA Mulah for planaran de	
Wildlife Management Services	\$	7,908		,		3,500		(4,408)		3,500		-	Capital Land Mgt. 11/18 ADA Mulch for playgrounds	
Resident Services	\$	10,000		13,333		13,500		167		13,500		-		
General Store	\$	5,954		7,001		7,000		(1)		7,000		-		
	\$	4,041		6,888		7,000		112		7,000		-		
Dog Waste Station Supplies Office Supplies	\$	4,076			\$	5,000	_	65		5,000		-	Replacements will come from reserves	
• • • • • • • • • • • • • • • • • • • •	\$	2,509			\$	8,000		655		8,000		-		
Equipment Repair/Replacement	\$	3,337	\$	7,449	\$	7,500		51	\$	7,500	\$	-		
Contingency	-						\$	-	L.					
Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Miscellaneous Contingency	\$	-	\$	-	\$	8,375	\$	8,375	\$	-	\$	(8,375)	Removed for savings	
Field Operations Subtotal	\$	977,100	\$	1,315,590	\$	1,325,721	\$	10,131	\$	1,386,843	\$	61,122		
Contingency for County TRIM Notice														
TOTAL EXPENDITURES	¢	1 081 172	¢	1 447 741	¢	1,465,936	¢	12 105	e	1,537,683	\$	71,747		
	*	1,001,172		1,447,741	Ą	1,400,930	Þ	10,195	•	1,337,003	Ą	11,141		
EXCESS OF REVENUES OVER EXPENDITURES														

# Proposed Budget The Preserve at Wilderness Lake The Preserve At Wilderness Lake Community Development District Reserve Fund Fiscal Year 2019/2020

Chart of Accounts Classification	Actual YTD through 06/30/19		Projected Annual Totals 2018/2019		Annual Budget for 2018/2019		Projected Budget variance for 2018/2019		Budget for 2019/2020			Budget Increase ecrease) vs 2018/2019	Comments
REVENUES													
Special Assessments													
Tax Roll*	\$	150,000	\$	150,000	\$	150,000	\$		\$	150,000	\$	-	
		,	Ť	,	,	,	Ť		\$	-	\$	-	
TOTAL REVENUES	\$	150,000	\$	150,000	\$	150,000	\$	-	\$	150,000	\$	-	
Balance Forward from Prior Year	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL REVENUES AND BALANCE FORWARD	\$	150,000	\$	150,000	\$	150,000	\$	-	\$	150,000	\$	-	
*Allocation of assessments between the Tax Roll a	nd Off	Roll are es	tima	tes only an	d su	bject to cha	ange	e prior to ce	rtific	ation.			
EXPENDITURES													
Contingency													
Capital Reserves	\$	126,831	\$	126,831	\$	150,000	\$	23,169	\$	150,000	\$	-	
TOTAL EXPENDITURES	\$	126,831	\$	126,831	\$	150,000	\$	23,169	\$	150,000	\$	-	

# Proposed Budget Preserve at Wilderness Lake Community Development District Debt Service Fiscal Year 2019/2020

Chart of Accounts Classification	Series 2012	Series 2013	Budget for 2019/2020
REVENUES			
Special Assessments			
Net Special Assessments (1)	\$170,350.23	\$315,438.32	\$485,788.55
TOTAL REVENUES	\$170,350.23	\$315,438.32	\$485,788.55
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$170,350.23	\$315,438.32	\$485,788.55
Administrative Subtotal	\$170,350.23	\$315,438.32	\$485,788.55
TOTAL EXPENDITURES	\$170,350.23	\$315,438.32	\$485,788.55
EXCESS OF REVENUES OVER EXPENDITURES	0	0	0

Pasco County Collection Costs (2%) and Early Payment Discounts (4%): 6.0%

Gross assessments \$516,796.32

#### Notes:

Tax Roll Collection Costs for Pasco County are 6% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

<sup>&</sup>lt;sup>(1)</sup> Maximum Annual Debt Service less Prepaid Assessments received.

#### Preserve at Wilderness Lake Community Development District

#### FISCAL YEAR 2019/2020 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2019/2020 O&M Budget
 \$1,648,183.00

 Pasco Co. 2% Collection Cost:
 \$35,067.72

 4% Early Payment Discount:
 \$70,135.45

 2019/2020 Total:
 \$1,753,386.17

 2018/2019 O&M Budget
 \$1,554,936.00

 2019/2020 O&M Budget
 \$1,648,183.00

 Total Difference:
 \$93,247.00

Total Difference:		\$93,247.00		
	PER UNIT ANNU 2018/2019	AL ASSESSMENT 2019/2020	Proposed Incre	ease / Decrease
Debt Service - Villa (Series 2013)	\$353.26	\$353.26	\$0.00	0.00%
Operations/Maintenance - Villa	\$1,005.10	\$1,065.37	\$60.27	6.00%
Total	\$1,358.36	\$1,418.63	\$60.27	4.44%
Duly Coming Circle Family 401 (Carias 0040)	<b>#</b> 000 54	<b>#</b> 000 <b>5</b> 4	Ф0.00	0.000/
Debt Service - Single Family 40' (Series 2012)	\$326.54	\$326.54	\$0.00	0.00%
Operations/Maintenance - SF 40' Total	\$1,256.37	\$1,331.72	\$75.35	6.00% <b>4.76%</b>
lotai	\$1,582.91	\$1,658.26	\$75.35	4.76%
Debt Service - Single Family 40' (Series 2013)	\$441.57	\$441.57	\$0.00	0.00%
Operations/Maintenance - SF 40'	\$1,256.37	\$1,331.72	\$75.35	6.00%
Total	\$1,697.94	\$1,773.29	\$75.35	4.44%
Total	ψ1,037.34	ψ1,113.23	ψ10.00	7.77
Debt Service - Single Family 50'/52' (Series 2012)	\$408.17	\$408.17	\$0.00	0.00%
Operations/Maintenance - 50'/52'	\$1,570.47	\$1,664.65	\$94.18	6.00%
Total	\$1,978.64	\$2,072.82	\$94.18	4.76%
	<u> </u>	· , ,		
Debt Service - Single Family 50'/52' (Series 2013)	\$551.76	\$551.76	\$0.00	0.00%
Operations/Maintenance - 50'/52'	\$1,570.47	\$1,664.65	\$94.18	6.00%
Total	\$2,122.23	\$2,216.41	\$94.18	4.44%
			,	
Debt Service - Single Family 65' (Series 2012)	\$522.46	\$522.46	\$0.00	0.00%
Operations/Maintenance - 65'	\$2,010.20	\$2,130.75	\$120.55	6.00%
Total	\$2,532.66	\$2,653.21	\$120.55	4.76%
Debt Service - Single Family 65' (Series 2013)	\$706.52	\$706.52	\$0.00	0.00%
Operations/Maintenance - 65'	\$2,010.20	\$2,130.75	\$120.55	6.00%
Total	\$2,716.72	\$2,837.27	\$120.55	4.44%
Debt Service - Single Family 75' (Series 2012)	\$587.77	\$587.77	\$0.00	0.00%
Operations/Maintenance - 75'	\$2,261.47	\$2,397.09	\$135.62	6.00%
Total	\$2,849.24	\$2,984.86	\$135.62	4.76%
Debt Service - Single Family 75' (Series 2013)	\$794.83	\$794.83	\$0.00	0.00%
Operations/Maintenance - 75'	\$2,261.47	\$2,397.09	\$135.62	6.00%
Total	\$3,056.30	\$3,191.92	\$135.62	4.44%
Debt Service - Single Family 90' (Series 2012)	\$734.71	\$734.71	\$0.00	0.00%
Operations/Maintenance - 90'	\$2,826.84	\$2,996.36	\$169.52	6.00%
Total	\$3,561.55	\$3,731.07	\$169.52	4.76%
Debt Service - Single Family 90' (Series 2013)	\$993.33	\$993.33	\$0.00	0.00%
Operations/Maintenance - 90'	\$2,826.84	\$2,996.36	\$169.52	6.00%
Total	\$3,820.17	\$3,989.69	\$169.52	4.44%
Debt Service - Single Family 90' Plus (Series 2012)	\$914.31	\$914.31	\$0.00	0.00%
Operations/Maintenance - 90' Plus	\$3,517.84	\$3,728.80	\$210.96	6.00%
Total	\$4,432.15	\$4,643.11	\$210.96	4.76%
Debt Service - Commercial (Series 2012)	\$489.81	\$489.81	\$0.00	0.00%
Operations/Maintenance - Commercial	\$1,884.56	\$1,997.58	\$113.02	6.00%
Total	\$2,374.37	\$2,487.39	\$113.02	4.76%
			•	

#### PRESERVE AT WILDERNESS LAKE

#### FISCAL YEAR 2019/2020 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 TOTAL 0&M BUDGET
 \$1,648,183.00

 COLLECTION COSTS @
 2%
 \$35,067.72

 EARLY PAYMENT DISCOUNT @
 4%
 \$70,135.45

 TOTAL 0&M ASSESSMENT
 \$1,753,386.17

		UNITS ASSES	SED						TOTAL	TOTAL				
		SERIES 2012	SERIES 2013		ALLOCATION OF	O&M ASSESSI			SERIES 2012	SERIES 2013	PI		AL ASSESSME	
		DEBT	DEBT		TOTAL	% TOTAL	TOTAL	O&M	DEBT SERVICE	DEBT SERVICE		SERIES 2012	SERIES 2013	
LOT SIZE	<u>0&amp;M</u>	SERVICE (1) (2	SERVICE (2)	EAU FACTOR	EAU's	EAU's	O&M BUDGET	PER LOT	ASSESSMENT	ASSESSMENT	<u>0&amp;M</u>	SERVICE (3)	SERVICE (3)	TOTAL (4)
Villa	92		92	0.80	73.60	5.59%	\$98,014.42	\$1,065.37	\$0.00	\$32,499.92	\$1,065.37		\$353.26	\$1,418.63
Single Family 40'	114		114	1.00	114.00	8.66%	\$151,815.82	\$1,331.72	\$0.00	\$50,338.98	\$1,331.72		\$441.57	\$1,773.29
Single Family 40'	89	89		1.00	89.00	6.76%	\$118,522.88	\$1,331.72	\$29,062.06	\$0.00	\$1,331.72	\$326.54		\$1,658.26
lingle Family 50' and 5	181		181	1.25	226.25	17.18%	\$301,301.14	\$1,664.65	\$0.00	\$99,868.56	\$1,664.65		\$551.76	\$2,216.41
ingle Family 50' and 5	107	107		1.25	133.75	10.16%	\$178,117.25	\$1,664.65	\$43,674.19	\$0.00	\$1,664.65	\$408.17		\$2,072.82
Single Family 65'	87		87	1.60	139.20	10.57%	\$185,375.11	\$2,130.75	\$0.00	\$61,467.24	\$2,130.75		\$706.52	\$2,837.27
Single Family 65'	69	68		1.60	110.40	8.39%	\$147,021.64	\$2,130.75	\$35,527.28	\$0.00	\$2,130.75	\$522.46		\$2,653.21
Single Family 75'	70		70	1.80	126.00	9.57%	\$167,796.43	\$2,397.09	\$0.00	\$55,638.10	\$2,397.09		\$794.83	\$3,191.92
Single Family 75'	54	54		1.80	97.20	7.38%	\$129,442.96	\$2,397.09	\$31,739.58	\$0.00	\$2,397.09	\$587.77		\$2,984.86
Single Family 90'	36		36	2.25	81.00	6.15%	\$107,869.14	\$2,996.36	\$0.00	\$35,759.88	\$2,996.36		\$993.33	\$3,989.69
Single Family 90'	48	48		2.25	108.00	8.20%	\$143,825.51	\$2,996.36	\$35,266.08	\$0.00	\$2,996.36	\$734.71		\$3,731.07
Single Family 90' Plus	1	1		2.80	2.80	0.21%	\$3,728.81	\$3,728.80	\$914.31	\$0.00	\$3,728.80	\$914.31		\$4,643.11
Commercial	10.29	10.29		1.50	15.44	1.17%	\$20,555.06	\$1,997.58	\$5,040.14	\$0.00	\$1,997.58	\$489.81		\$2,487.39
TOTAL	958.29	377.29	580		1316.64	100.00%	\$1,753,386.17		\$181,223.64	\$335,572.68				
LESS: Pasco County	Collection	Costs (2%) and	d Early Payment	Discounts (4%):			(\$105,203.17)		(\$10,873.42)	(\$20,134.36)				

\$1,648,183.00

\$170,350.23

\$315,438.32

Net Revenue to be Collected

<sup>(1)</sup> Reflects 1 (one) Series 2012 prepayment.

<sup>(2)</sup> Reflects the number of total lots with Series 2012 and 2013 debt outstanding.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2012 and Series 2013 bond issues. Annual assessment includes principal, interest, Pasco County collection costs and early payment discount costs.

<sup>(4)</sup> Annual assessment that will appear on November 2019 Pasco County property tax bill. Amount shown includes all applicable county collection costs and early payment discounts (up to 4% if paid early).

# Tab 2

#### **RESOLUTION 2019-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT IMPOSING SPECIAL ASSESSMENTS; PROVIDING FOR COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENT OF THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Preserve at Wilderness Lake Community Development District (the "District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Pasco County, Florida (the "County"); and

**WHEREAS**, the District owns and operates various infrastructure improvements and provides certain services in accordance with Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors (the "Board") of the District hereby determines to undertake various operations and maintenance activities described in the District's budget for fiscal year 2019/2020 ("Operations and Maintenance Budget"), attached hereto as Exhibit A and incorporated as a material part of this Resolution by this reference; and

WHEREAS, the District must obtain sufficient funds to provide for the operations and maintenance services and facilities provided by the District as described in the Operations and Maintenance Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS,** Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS,** Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the County tax roll and collected by the County Tax Collector ("**Uniform Method**"); and

**WHEREAS,** the District has, by resolution and public notice, previously evidenced its intention to utilize the Uniform Method; and

WHEREAS, the District has approved an agreement with the County Property Appraiser (the "Property Appraiser") and County Tax Collector (the "Tax Collector") to provide for the collection of special assessments under the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the annually recurring special assessments on all assessable lands for operations and maintenance in the amount contained in the Operations and Maintenance Budget; and

WHEREAS, the District desires to levy and collect special assessments reflecting each parcel's portion of the District's Operations and Maintenance Budget; and

WHEREAS, it is in the best interests of the District to certify the adopted assessment roll of the District as maintained in the office of the District Manager, available for review, and incorporated as a material part of this Resolution by this reference (the "Assessment Roll"), to the Tax Collector pursuant to the Uniform Method; and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, including the property certified to the Tax Collector by this Resolution, as the Property Appraiser updates the property roll, for such time as authorized by Florida law.

## NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. BENEFIT.** The provision of the services, facilities and operations as described in **Exhibit A** confer a special and peculiar benefit to the lands within the District, which benefits exceed or equal the costs of the assessments. The allocation of the costs to the specially benefited lands is shown in **Exhibit A** and in the Assessment Roll.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapter 190 of the Florida Statutes, and using procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operations and maintenance is hereby imposed and levied on benefited lands within the District in accordance with **Exhibit A** and in the Assessment Roll. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION AND DUE DATE.** The collection of the previously levied debt service assessments and operations and maintenance special assessments on all assessable lands shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in

**Exhibit A** and in the Assessment Roll. The District certifies all assessments for debt service and operations and maintenance for collection pursuant to Chapters 190 and 197, Florida Statutes. All assessments collected by the Tax Collector shall be due and payable as provided in Chapter 197, Florida Statutes.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll is hereby certified and authorized to be transmitted to the Tax Collector.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law. After any amendment of the Assessment Roll, the District Manager shall file the updates to the tax roll in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

#### PASSED AND ADOPTED THIS 7TH DAY OF AUGUST, 2019

ATTEST:	THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT
By:	Ву:
Name:	Name:
Secretary/Assistant Secretary	Chair of the Board of Supervisors

Exhibit A – Fiscal Year 2019/2020 Operations and Maintenance Budget

# Tab 3

#### PRESERVE AT WILDERNESS LAKE CDD ADA WEBSITE SERVICES PROPOSAL SUMMARY

Services	VGlobal Tech	Campus Suites	ADASC	Services Description
New Website Creation (1)	\$5,250.00	\$2,325.00	\$2,400.00	Create ADA compliant website to WCAG 2.1 standards.
One Time Total:	\$5,250.00	\$2,325.00	\$2,400.00	
Quarterly Audits	\$1,600.00 Maintenance/H osting, no	Included	Included Included along	Quarterly audits are required by CDD insurance carrier.
Monthly Audits & Maintenance Annual Maintenance Website Hosting & Backups	monthly audits \$3,500.00 \$600.00	Included \$600.00 Included	with line below \$900.00 \$300.00	Continued accessibility and ongoing compliance support plus 10 hours of additional support.  (ADASC = free 1st year, then \$900 per year thereafter) assures ongoing ADA compliance of website Website hosting and backups.  (For ADASC \$99 for 2 years covers only text docs only anything else is \$1.00 per page) all other
PDF Remediation Per Page (2) Rizzetta Websites Services (3) Rizzetta Email Services (3)	Included \$1,200.00 \$900.00	\$937.50 \$1,200.00 \$900.00	\$99.00 \$1,200.00 \$900.00	estimates based on a max of 750 pages per year Purchase domain, maintain Chapter 189 compliance and work with and manage website vendor. Email (50 GB per user) at \$15.00 per month per account for 5 accounts.
Estimated Ongoing Annual Total:	\$7,800.00	\$3,637.50	\$4,299.00	Estimated ongoing costs, after initial remediation is performed and/or new website is created
Estimated First Year Total:	\$13,050.00	\$5,962.50	\$6,699.00	

#### NOTES:

- (1). ADASC includes text document conversion only, VGlobal Tech includes 2 years of documents and Campus Suites up to 1,500 pages.
  (2). ADASC start at \$1.00-\$2.90 per page past year 2 or outside of text docs. Campus Suites will convert up to 750 pages to PDF assessable documents after that \$1.05 to \$1.75 per page.
  (3). Rizzetta Technology Services will offer the District Chapter 189 compliance and manage the ADA Website Compliance vendor



# A Sampling of Our Clients

































# Dear Wilderness Lake Preserve Board Members:

Thank you for the chance to present our company, ADA Site Compliance, the leader in website accessibility for Florida's community development districts. We've worked with 200+ CDDs and government entities, and hundreds of businesses, including some of the world's best-known brands. We're confident our expertise in website and PDF accessibility makes us the right choice for Wilderness Lake Preserve.

We realize you have a choice when selecting any vendor. We also know that ADA website and PDF accessibility are highly specialized, so it's important for you to understand what sets one company apart from another. Below are a few key facts you should know about us:

### 1. We have one business – website and PDF accessibility and compliance – and we do it the right way

Since the explosion of ADA website lawsuits two years ago, many companies in fields like web design and SEO are now seeking a new revenue stream in digital accessibility. Many are good marketers but simply lack the skills and knowledge to properly do this work. At ADASC, we have one business: making and keeping our clients' websites and PDFs accessible.

### 2. Community Development Districts are our specialty – and we have a perfect track record

We have worked with hundreds of special districts in Florida, including more than 200 CDDs. In that time, no ADASC clients who have completed their auditing and remediation have been sued. That's because we do the work the way it must be done and never take shortcuts.

### 3. We are the experts' experts

Our clients are also the clients of dozens of the world's largest law firms (we're happy to share a list). They continue to refer us those clients because they trust us to serve them well, to manage their risk exposure, and to keep their costs low.

We respectfully urge the board to consider these points in order to get a true apples-to-apples comparison of your options. As litigation continues against CDDs, having a truly accessible website and PDFs will save you time and money. And it's the right thing to do.

We welcome your questions and look forward to serving as your trusted resource for all your accessibility needs.

Sincerely,

The ADA Site Compliance Team

# Experience Counts



ADASC is proud to be the trusted partner of <u>200+ Florida CDDs</u>, their board members, management companies, insurance carriers, and legal counsel.

Districts across Florida turn to us for all their accessibility and compliance needs:

- ✓ Website and PDF remediation
- Creation of new, ADA-compliant, accessible websites
- ✓ Risk-mitigation in a climate of growing litigation
- Ongoing maintenance and support of accessibility efforts
- ✓ Website hosting, back-up, and security
- ✓ Training, consulting, and expert advice

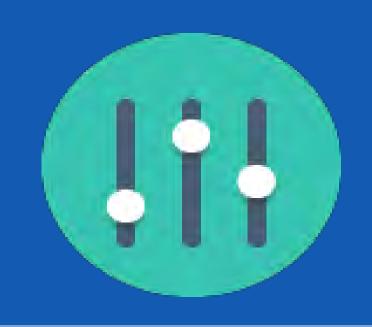
We are happy to provide you with references upon request



# Phase 1: Risk-Mitigation









A certificate on your website indicates that you have a compliance plan in place and are taking active steps toward usability for all.

# Compliance Shield Site Accessibility Policy

A compliance plan details your strides toward access for all and lists alternate contact info for users in need of accommodations.

# Compliance Audit Report

A detailed audit report shows the lines of code to be corrected and screen shots and text descriptions of every compliance failure.



# Your New, Accessible & Compliant Website

### Phase 2

## **Migration of All Content**

Our technical team migrates your current content to a brand new website built to be accessible and compliant.

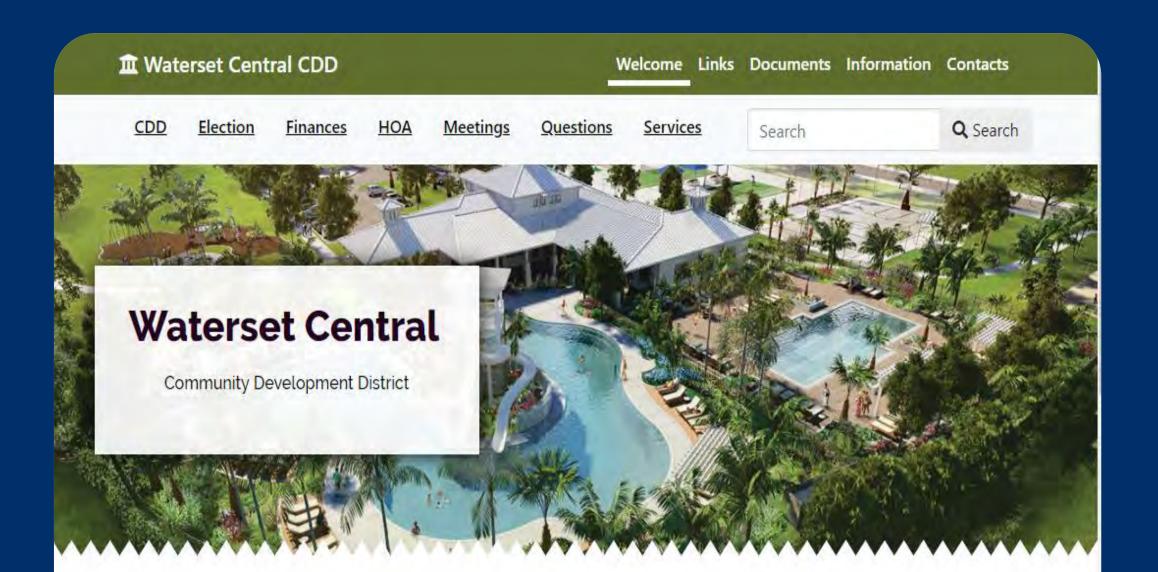
## Phase 3

# **Quality Assurance**

Our compliance team re-tests your new website to ensure that it meets WCAG 2.1 AA-level criteria.

# Sample Pages from a District's New, Compliant Website





## Welcome

Welcome to the official website for the Waterset Central Community Development District (the "District"). This website is funded on behalf of the District to serve two major purposes. The first is to comply with Chapter 189.069 of the Florida Statutes, which requires each special district to maintain an official internet website. The second is an effort to help educate the general public about the services provided by the District, and to highlight the other agencies involved in the day-to-day operations of the community. These agencies include, but are not limited to the Florida Department of Economic Opportunity, Hillsborough County and the Waterset Central homeowner's association.

## **Upcoming Events**

December 13, 2018 at 9:00 am January 10, 2019 at 9:00 am February 14, 2019 at 9:00 am March 14, 2019 at 9:00 am March 14, 2019 at 9:00 am April 11, 2019 at 9:00 am May 09, 2019 at 9:00 am June 13, 2019 at 9:00 am July 11, 2019 at 9:00 am August 08, 2019 at 9:00 am September 12, 2019 at 9:00 am

#### **District Administration**

The District Manager's responsibilities include:

- · Preparation and submittal of a proposed operations and maintenance budgets for Board review
- · Preparation of contract specifications for District operations, including community appearance, waterway management, street lighting and facilities maintenance
- · File all required forms and documents with state and local agencies
- Attend all Board of Supervisor meetings implement the policies of the Board
- Additional duties as directed by the Board

Rizzetta & Company, Inc. 9428 Camden Field Parkway Riverview, FL 33578 Joe Roethke District Manager

Ph. 813-533-2950



If you have a concern, please let us know. Contact us here to report your concern. Certain documents will be in PDF format.

Certain documents will be in PDF format. To view them you may have to download the latest version of Adobe Reader.

Welcome Links Documents Information

#### m Waterset Central CDD

Search

Q Search

## Community Development Districts – What you should know!

A Community Development District (CDD) is a governmental unit created to serve the long-term specific needs of its community. Created pursuant to chapter 190 of the Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents.

## What will the CDD Do?

Through a CDD, the community can offer its residents a broad range of community-related services and infrastructure to help ensure the highest quality of life possible. CDD responsibilities within our community may include storm water management, potable and irrigation water supply, sewer and wastewater management, and street lights.

## **Upcoming Events**

December 13, 2018 at 9:00 am January 10, 2019 at 9:00 am February 14, 2019 at 9:00 am March 14, 2019 at 9:00 am March 14, 2019 at 9:00 am April 11, 2019 at 9:00 am May 09, 2019 at 9:00 am June 13, 2019 at 9:00 am July 11, 2019 at 9:00 am August 08, 2019 at 9:00 am September 12, 2019 at 9:00 am

# Creation of a New, Compliant & Accessible Website



- \$2,400 (year 1) \* Migration of current site content to new, ADA-compliant format
  - \* Wilderness Lake Preserve owns 100% of the website
  - \* No annual fee in year one
- \$900 (annually) Continued accessibility and ongoing compliance support as standards change <a href="Includes:">Includes:</a>
  - \* 20 FREE hours of annual consulting (a \$5,000 value)
  - \* FREE monthly tech audit reports for ongoing maintenance (a \$999 value)
  - \* Customized Accessibility Policy
  - \* ADASC Compliance Shield
  - \* No annual fee in year one

\* the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients





# **PDFs**

\$99 for two years of PDF conversion to text/HTML format

**Conversion will improve PDF accessibility** 

Complex document remediation starts at \$1.00

Template creation available to reduce future costs

# Hosting

\$300 per year (a \$1,200 value)

Includes the following premium features:

- Active firewall
- Virus protection
- SSL certificate
- Daily file and database backup
- Disaster recovery
- Server optimization
- the pricing above reflects a 20% discount that ADA Site Compliance is pleased to offer to all Egis clients

## **Districts Choose ADASC For:**

- \* Turnkey solutions that provide unmatched convenience
- \* Services that don't just meet, but exceed, insurance requirements
- \* The most experienced team of experts in our field
- \* Our single focus on digital accessibility and compliance
- \* The lowest-cost option among legitimate service providers

New, Compliant Website: \$2,400

PDFs: \$99

Hosting & Backup: \$300

Year One Cost: \$2,799



# FREE for All Egis Clients A \$5,999 Value

- \* 20 FREE hours of annual website consulting (a \$5,000 value)
- \* FREE monthly tech audit reports for ongoing compliance (a \$999 value)



# A Word from a Fan



"A big shout out to ADA Site Compliance, which helps businesses and public entities make their websites and PDFs accessible and compliant with the Americans with Disabilities Act. Check out ADA Site Compliance. This is a good thing to have. Compliance is a must..."

- KEVIN O'LEARY A.K.A. "MR. WONDERFUL" ABC TV'S SHARK TANK



# **ADA Site Compliance**

# The Website & PDF Accessibility Experts Asked to Present to:





The Trusted Resource for Those That You Trust





# Contact Information

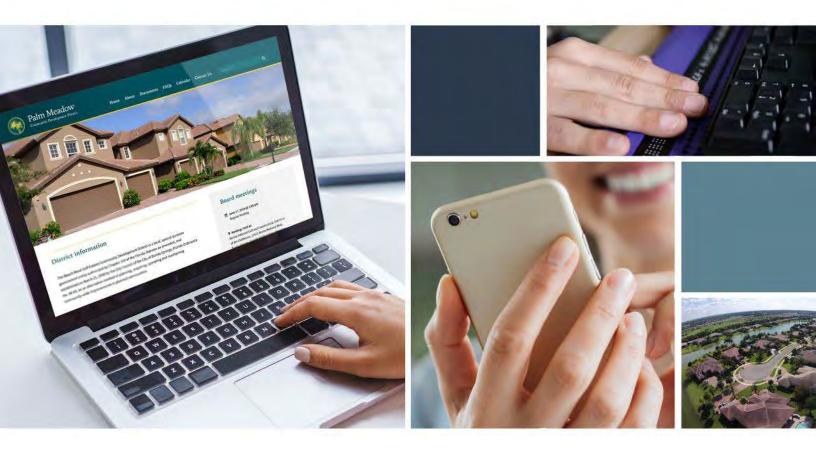


ADA Site Compliance, LLC

Jeremy Horelick, Vice President (561) 258-9518 Direct

jeremy@AdaSiteCompliance.com

www.Accessible District Websites.com



# Keeping your community informed. And you compliant.

Preserve at Wilderness Lake Community Development District

Proposal date: 2019-07-09

Proposal ID: JSTOR-HTITT-3IETQ-AT39A

Pricing	2
Services	3-5
FAQs	6
Statement of work	7-8
Terms and conditions	9-12



Ted Saul

Director - Digital Communication

Sometimes Certified Specialist



## **Pricing**

Effective date: 2019-07-15

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
<ul> <li>Migration website pages and present on a staged website for approval</li> <li>Initial PDF Accessibility Compliance Service for 1500 pages of remediation</li> </ul>		

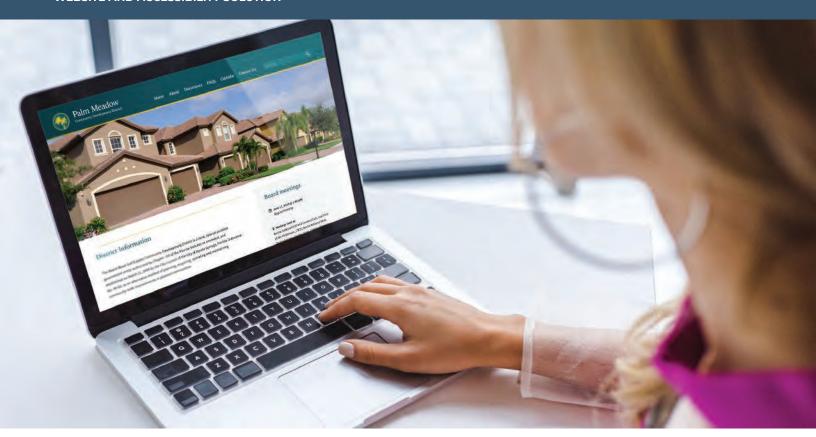
Annual ongoing services	Quantity	Subtotal
Website services	1	\$600.00
<ul> <li>Hosting, support and training for users</li> <li>Website management tools to make updates</li> <li>Secure certification (https)</li> <li>Monthly accessibility site reporting, monitoring and error corrections</li> </ul>		
Ongoing PDF Accessibility Compliance Service	750*	\$937.50
<ul> <li>Remediation of all PDFs stored on your website</li> <li>Remediation of up to 750 PDF pages</li> <li>Dashboard for reporting and managing all PDFs</li> <li>48-hour turnaround for fixes for board agendas</li> <li>PDF manager dashboard</li> </ul>		
Social Media Manager		Included

<sup>\*</sup>Maximum PDF pages per 12 month period



\$3,862.50

**Total:** 



# Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

#### Keeping it all accessible - and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

#### **Designed for districts**



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting

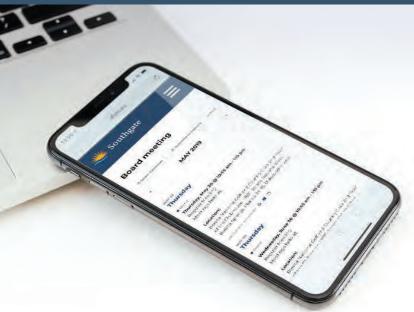


Meets Florida statutes and federal laws



Save CDD board time and money





# Keeping your community informed and compliant.



# We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

#### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

# A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

#### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

#### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- √ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





## A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..









## Frequently asked questions

#### For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

#### What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

#### What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

#### How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

#### What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

#### Are there any hidden fees?

No.

#### How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

#### Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

#### Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

#### Statement of work

- 1. On-boarding of ADA Compliant Website and Remediation of Historical Documents. Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  - 2. Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
  - 3. Display an ADA compliance shield, seal, or certification;
  - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
  - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  - 6. Be free of any commercial advertising;
  - 7. Be free of any known spyware, virus, or malware;
  - 8. Secure certification (https)
  - 9. Secure cloud hosting with fail-overs
  - 10. Allow for data backups, and record retention as required by law;
  - 11. Allow for the display a calendar, reservation request form, and newsletter;
  - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  - 13. Remediate 1500 pages identified by the District for the new website in an ADA compliant format.\*

#### 2. Maintenance and Management of the Website.

- 1. Contractor will manage and maintain the website;
- 2. Remediate in an ADA compliant format new documents (a not to exceed 750 pages per year) uploaded by the District Manager to the document portal;\*
  - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
- 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;
- 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and

5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

#### 3. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.

#### 4. Support Services.

Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours – Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

\*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

## **Website Creation and Management Agreement**

This Website Creation and Management Agreement (this "Agreement") is entered into as of 2019-07-15, between the Preserve at Wilderness Lake Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

#### **Background Information:**

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

#### **Operative Provisions:**

- **1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- **2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto as Exhibit A.
- **3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

#### 4. Termination.

- a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.
- b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and

the opportunity to cure the breach.

- c. Upon termination of this Agreement:
  - i. The Contractor will be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
  - ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
  - iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
  - iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

#### 5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the Onboarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on October 1, 2019 the District agrees to compensate the Contractor \$1,537.00 for Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- **6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- **7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

- **8.** No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).
- **9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).
- **10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.
- 11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will 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.
- 12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.
- **13. Insurance**. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be

canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

- **14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelvementh period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.
- 15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- 16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.
- 17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- **18.** Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

- 19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.
- 20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

REGULAR MAIL AT	•		
	, OR BY EMAIL AT _		, OR BY
RELATING TO THIS AGREEME	NT, CONTACT THE CU	JSTODIAN OF PUBLIC	C RECORDS AT
FLORIDA STATUTES, TO THE C	CONTRACTOR'S DUTY	TO PROVIDE PUBLI	C RECORDS
IF THE CONTRACTOR HAS QUI	ESTIONS REGARDING	THE APPLICATION	OF CHAPTER 119,

- **21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.
- **22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

- **23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- **24. Amendment.** This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- **25. 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.
- **26.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.
- **27. 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 supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.		Preserve at Wilderness Lake	
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Ct. WILL	Dete	Daint and a	Data
Steve Williams VP of Marketing	Date	Print name	Date
			· · · · · · · · · · · · · · · · · · ·

#### Proposal For Preserve at Wilderness Lake CDD

URL: <a href="https://wildernesslakecdd.org/">https://wildernesslakecdd.org/</a> Website Type: Large

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per email from Eric Dailey – content upload cost added	VB Joshi









#### Your website gets 2 Compliance Seals

VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\*

(\* Human Audit Contract required)





VGlobalTech is the ADA, WCAG Compliance Expert, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Visit <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a> for details.

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intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

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#### 1.0 The Law

Source: http://www.leg.state.fl.us/statutes/index.cfm?App\_mode=Display\_Statute&URL=0100-0199/0189/Sections/0189.069.html

#### 189.069 Special districts; required reporting of information; web-based public access. —

- (1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.
- (a) Each independent special district shall maintain a separate website.
- (b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.
- (2)(a) A special district shall post the following information, at a minimum, on the district's official website:
- 1. The full legal name of the special district.
- 2. The public purpose of the special district.
- 3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
- 4. The fiscal year of the special district.
- 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- 7. A description of the boundaries or service area of, and the services provided by, the special district.
- 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

intended for the entities listed clearly on this proposal. Any distribution without written consent shall be proceduted

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

- 9. The primary contact information for the special district for purposes of communication from the department.
- 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- 11. The budget of the special district and any amendments thereto in accordance with s.189.016.
- 12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
- 14. The public facilities report, if applicable.
- 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

#### 2.0 ADA & WCAG Compliance - Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: https://www.w3.org/WAI/standards-guidelines/wcag/

Visit <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a> for more details, do a website compliance check on your website and to download a PDF proposal.

#### 2.1 Common Problems and Solutions in Website Accessibility?

#### 2.1.1 Problem: Images Without Text Equivalents

#### Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an "alt" tag for brief amounts of text or a "longdesc" tag for large amounts, to each image and graphic on your agency's website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor's picture, adding an "alt" tag with the words "Photograph of Mayor Jane Smith" provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a "longdesc" tag that includes a text equivalent description of each location shown on the map – e.g., "City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue."

#### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

#### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users' web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

#### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

#### 2.1.5 Web Content Accessibility Guidelines (WCAG)

#### **Understanding the Four Principles of Accessibility**

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

- 1. **Perceivable** Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
- 2. **Operable** User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
- 3. **Understandable** Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
- 4. **Robust** Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Visit https://vglobaltech.com/website-compliance/ for details of our compliance process and expertise in this area.

Please see References section for several resources on compliance.

#### 3.0 Pricing

**Website Complexity: Medium Level Websites** 

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

#### 3.1 Existing Website Remediation / New Website Build:

	Task
1.	Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html
2.	updates, plugins / security updates required for ADA and WCAG compliance Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	Web Design Total: \$5775/- (one time)

#### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance <u>DOES NOT</u> include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech's proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	
	agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the
	entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are
	met. These points are very critical to maintain a fully compliant website at all times. <i>Update</i>
	turnaround time – less than 24 hrs from customer sending the content and documents to be
	updated to VGT team.
2.	
	maintenance year only) for ADA Compliance / Reader Compliance. VGlobalTech's proprietary
	<b>batch conversion software</b> shall be used by our team for faster batch-conversion processing as
	long as the contract is valid (big time saver that creates compliant documents that can be
	uploaded to the website). There is no limit on how many documents or pages per documents
	can be converted per month using VGlobalTech's software. If Auto conversion fails, VGlobalTech
	team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current
	year)
4.	Website hosting and backups – Premium hosting, unlimited file space, bandwidth,
	fast website response, regular automated backups, SSL certificates for secure site
	access (https protocol), 99.9% website uptime:
	Total Monthly Maintenance with full content
	upload, document conversion and Hosting:
	•
	\$3500 / year OR \$300 / month
	your pour incitain
	*support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team
	shall be responsible to track and report hours exceeded, if any)
	**\$100 discount for one-time payment at the start of the contract
	***Monthly maintenance must be paid before the 10 <sup>th</sup> of every month
	Monthly maintenance must be paid before the 10° of every month

#### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** https://vglobaltech.com/wpcontent/uploads/2019/03/FIA\_ADA\_Guidelines-2019-2020.pdf

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <a href="https://vglobaltech.com/website-compliance/">https://vglobaltech.com/website-compliance/</a>

Together we are now able to provide not one but two compliance seals for all our customers:

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech's technical design & development team is fully aware of the (ADA), Web Americans with Disability Act Accessibility Guidelines (WCAG), Section **508** of Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear - Universal, Creative Web design that works for everyone, everywhere and every time!

#### 2. Human Audit Seal:



LightHouse Works' visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

#### Cost for both Audits: \$1600 / Four Audits per Year

- Paid as a onetime fee or in equal installments quarterly
- Seals renewed every quarter
- Audits are conducted by VGlobalTech and LightHouse Agency together
- Full Audit reports shall be provided

This proposal includes following points, stipulations terms and conditions:

- \*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps \*unless otherwise noted
- \* email and phone communication
- \*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.
- \*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH
- \*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement, they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

#### 4.0 Proposal Acceptance:

For VGlobalTech

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech can proceed with the project. All payments shall be made according to this agreement.

## Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com: Option1: Website only Section 3.1: One time (website conversion and compliance cost): Option2: Website and Monthly Maintenance w/ Hosting Section 3.1: One time (website conversion and compliance cost) Section 3.2 ADA Compliance Monthly Maintenance and Hosting **Option3: Website and Quarterly Audits** Section 3.1: One time (website conversion and compliance cost) Section 3.3 Quarterly Technical and Human Audit Testing Option4: Website, Monthly Maintenance w/ Hosting and **Quarterly Audits** Section 3.1: One time (website conversion and compliance cost) Section 3.2 ADA Compliance Monthly Maintenance and Hosting Section 3.3 Quarterly Technical and Human Audit Testing **Signatures:** For Customer Date **VB** Joshi

Date

#### **5.0 References:**

**ADA Best Practices Tool Kit for State and Local Governments:** 

https://www.ada.gov/pcatoolkit/chap5toolkit.htm

**U.S. Department of Justice,** Civil Rights Division, *Disability Rights Section* https://www.ada.gov/websites2.htm

Web design Standards: <a href="https://www.w3schools.com/">https://www.w3schools.com/</a>

Web Content Accessibility Guidelines (WCAG) <a href="https://www.w3.org/TR/WCAG21/">https://www.w3.org/TR/WCAG21/</a>

VGlobalTech Web Content Accessibility Implementation and Checkpoints: <a href="http://vglobaltech.com/website-compliance/">http://vglobaltech.com/website-compliance/</a>









# Tab 4

#### CONTRACT FOR PROFESSIONAL TECHNOLOGY SERVICES

**DATE:** August 7, 2019

BETWEEN: RIZZETTA TECHNOLOGY SERVICES, LLC.

3434 Colwell Avenue

Suite 200

Tampa, Florida 33614

(Hereinafter referred to as "Consultant")

AND:

THE PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT 5844 Old Pasco Road, Suite 100 Wesley Chapel, Florida 33544

(Hereinafter referred to as "**District**," and together with Consultant, the "**Parties**.")

#### **PURPOSE; SCOPE OF SERVICES:**

- I. The purpose of this contract for technology services (hereinafter referred to as "Contract") is for the Consultant to provide professional technology services to the District pursuant to Chapter 189.069, Florida Statutes. A brief description of these services is provided below, and a detailed description is provided in Exhibit A to this Contract.
  - **A. ONE-TIME SERVICES.** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract:
    - i. Website Development Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in Exhibit A. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

- ii. E-mail Set-up Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.
- **B. STANDARD ON-GOING SERVICES**. The Consultant shall provide the following Standard On-Going Services on a monthly basis to the District pursuant to this Contract:
  - i. Website Compliance and Management Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
  - **ii. E-mail** Consultant shall provide services including ongoing management of e-mail accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.
- II. ADDITIONAL SERVICES. In addition to the One-Time and Standard On-Going Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services above as well as any changes in the scope requested by the District, will be considered additional services. If any additional services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval of the description and fees for such services to the Consultant.
- III. LITIGATION SUPPORT SERVICES. Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Contract. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support

services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

**IV. TERM.** The Consultant's services as provided in this Contract shall commence upon execution of this Contract. This Contract shall automatically renew annually unless terminated pursuant to its terms. The Consultant may change the prices only with the District's written consent.

#### V. FEES AND EXPENSES; PAYMENT TERMS.

#### A. FEES AND EXPENSES.

- i. A schedule of fees for the services described in Sections I, II, and III of this Contract is shown in Exhibit B to this Contract, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services provided under the terms of this Contract in accordance with the schedule of fees in Exhibit B. For purposes of the Consultant's compensation for services provided pursuant to this Contract, the District shall compensate the Consultant only for those services provided under the terms of this Contract. Unless otherwise specified by this Contract, the Consultant will invoice the District for the Consultant's services in advance of each month and in the amounts set forth in Exhibit B. The fees for those services which are not being requested at the time this Contract is approved will be provided to the District at such time as those services are required. Payment shall be made by the District within thirty (30) days of receipt of a correctly submitted invoice.
- ii. Fees for the Standard On-Going Services described in this Contract may be negotiated annually by the Parties. Any amendment to Standard On-Going Services fees must comply with the amendment procedure in this Contract and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses.
- iii. In the event the District authorizes a change in the scope of services requested, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Contract. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the

- change in scope and the revised fees are adopted.
- iv. For the purposes of this Contract, an out-of-pocket expense is an expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard On-Going Services, as provided in this Contract. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage and copies.
- v. Fees for services to be billed on an hourly basis will be billed at the Consultant's current hourly rates at the time of the execution of this Contract, as set forth in Exhibit B. The hourly rate for the services may be amended from time to time pursuant to the amendment procedure in this Contract and in advance of such proposed change. Consultant's current hourly rates are shown in Exhibit B to this Contract. Any proposed change shall indicate the new hourly fee for such services.

#### **B. PAYMENT TERMS.**

- i. One-Time Services. One-Time Services will be billed at fixed fee pursuant to the schedule shown in **Exhibit B**.
- ii. Standard On-Going Services. Standard On-Going Services will be billed monthly at a fixed fee pursuant to the schedule shown in Exhibit B.
- **iii.** Additional Services. Additional Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- iv. Litigation Support Services. Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's current hourly rate as shown in **Exhibit B**.
- v. Out-of-Pocket expenses. Out-of-Pocket expenses of the Consultant will be billed monthly as incurred.

All invoices will be due and payable thirty (30) days from the date of invoice pursuant to the Prompt Payment Act, Chapter 218.70 Florida Statutes.

VI. SUSPENSION OF SERVICES FOR NON-PAYMENT. The Consultant shall have the right to suspend services being provided as outlined in this Contract if the District fails to pay Consultant's invoices in a timely manner, which shall be

- construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70 Florida Statutes. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.
- VII. NON-CONTINGENCY. The payment of fees and expenses, as outlined in this Contract, are not contingent upon any circumstance not specifically outlined in this Contract.
- **VIII. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Contract may be made only by an instrument in writing that is executed by both the District and the Consultant.

#### IX. RESPONSIBILITIES.

- A. DISTRICT RESPONSIBILITIES. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- **B. LIMITATIONS OF RESPONSIBILITIES.** To the extent not referenced herein, Consultant shall not be responsible for the acts or omissions of any other contractor, subcontractor, supplier, or of any other individual or entity performing services that are not under the control of the Consultant or its own employees, contractors, subcontractors, agents or related entities. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

#### **X. TERMINATION.** This Contract may be terminated as follows:

- **A.** By the District for "good cause" immediately which shall include misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be affected by written notice to Consultant at the address noted herein.
- **B.** By the Consultant for "good cause", immediately which shall include, but is not limited to, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Contract, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be affected by written notice to District at the address noted herein.

- **C.** By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written notice of termination to the address noted herein.
- D. Upon any termination, Consultant will be entitled to the total amount of compensation pursuant to the terms of this Contract, through the termination date, but subject to any offsets that the District may have for services not performed. Consultant will make all reasonable effort to provide for an orderly transfer of the domain(s), e-mails, books and records of the District to the District or its designee. Upon termination, the District will continue to own the domain name, e-mail accounts and e-mail and website content.

#### XI. GENERAL TERMS AND CONDITIONS.

- **A.** All invoices are due and payable within thirty (30) days of invoice date, or as otherwise provided by the Florida Prompt Payment Act, Section 218.70. Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- **B.** In the event either party is required to take any action to enforce this Contract, the prevailing party shall be entitled to attorney's fees and costs, including fees and costs incurred in determining entitlement to and reasonableness of such fees and costs.
- **C.** This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida. Venue for all proceedings shall be in Pasco County, Florida.
- **E.** In the event that any provision of this Contract shall be determined to be unenforceable or invalid by a Court of Law, such unenforceability or invalidity shall not affect the remaining provisions of the Contract which shall remain in full force and effect.
- **D.** The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Consultant.
- **E.** The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Contract within twenty-four hours (24) hours.
- **F.** Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

#### XII. INDEMNIFICATION.

A. DISTRICT INDEMNIFICATION. To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless and/or willful misconduct of the Consultant or persons or entities within Consultants control and direction, the District agrees to indemnify and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District that relates to the subject matter of this Contract. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

**CONSULTANT INDEMNIFICATION**. The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Contract.

B. SOVEREIGN IMMUNITY; INDEMNIFICATION OBLIGATIONS. Nothing herein shall be construed to limit the District's sovereign immunity limitations of liability as provided in Section 768.28, Florida Statutes, or other applicable law. Indemnification obligations under this Contract shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

#### XIII. INSURANCE.

- **A.** The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Contract.
- **B.** The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Contract:
  - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - **ii.** General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - iii. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
  - iv. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
  - v. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Contract (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- **D.** If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance, in which event the Consultant shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.
- XIV. ASSIGNMENT. Except as provided in this section, neither the District nor the Consultant may assign this Contract or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be

made by the Consultant or the District without the prior written approval of the other party is void.

- XV. COMPLIANCE WITH PUBLIC RECORDS LAWS. Consultant understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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 Consultant 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 Consultant'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 Consultant, the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AΤ (813)514-0400. OR BY **EMAIL** INFO@RIZZETTA.COM. OR BY REGULAR MAIL AT 3434 COLWELL **AVENUE, SUITE 200, TAMPA, FLORIDA 33614.**
- **XVI. NOTICES.** All notices, requests, consents and other communications under this Contract ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**If to the District**: The Preserve at Wilderness Lake

Community Development District 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, FL 33606 Attn: District Counsel

If to the Consultant:

Rizzetta Technology Services, LLC. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

Except as otherwise provided in this Contract, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Contract would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States Government shall not be regarded as business days. Counsel for the District and counsel for the Consultant may deliver Notice on behalf of the District and the Consultant, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- **XVII. EFFECTIVE DATE.** This Contract shall become effective upon execution by both the District and the Consultant and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Contract.
- **XVIII. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Contract are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Contract.
- **XIX. AGREEMENT; CONFLICTS.** This instrument, together with accompanying **Exhibit A**, shall constitute the final and complete expression of this Contract between the District and the Consultant relating to the subject matter of this Contract. To the extent of any conflict between this instrument and **Exhibit A**, this instrument shall control.
- XX. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either the District or the Consultant under this Contract shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Contract against any interfering third party. Nothing contained in this Contract shall limit or impair the District's right to protect its rights from interference by a third party to this Contract.

- XXI. THIRD PARTY BENEFICIARIES. This Contract is solely for the benefit of the District and the Consultant 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 Contract. Nothing in this Contract, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- **XXII. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant 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 a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Contract or any action of the Consultant or any of its agents, servants, employees, or materialmen, 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 of an alleged violation, the District may terminate this Contract, such termination to be effective immediately upon the giving of notice of termination.
- **XXIII. ARM'S LENGTH TRANSACTION.** This Contract has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Contract with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Contract, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- **XXIV. COUNTERPARTS.** This Contract 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.

Therefore, the Consultant and the District each intend to enter this Contract, understand the terms set forth herein, and hereby agree to those terms.

#### **ACCEPTED BY:**

BY:	
PRINTED NAME:	William J. Rizzetta
TITLE:	Managing Member
DATE:	
WITNESS:	
	Signature
	D. A. N.
Tue December At Muse	Print Name
DISTRICT	
DISTRICT BY:	
DISTRICT BY: PRINTED NAME:	
DISTRICT BY: PRINTED NAME: TITLE:	
DISTRICT BY: PRINTED NAME: TITLE: DATE:	Secretary/Assistant Secretary Board of Supervisors

Exhibit B - Schedule of Fees

#### **EXHIBIT A**

Scope of Services

**ONE-TIME SERVICES:** The Consultant shall provide the following One-Time Services to the District pursuant to this Contract.

**Website Development** - Consultant shall provide all required content to a third party responsible for design and implementation of a website for the District to comply with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet website. Details of the required content are shown in **Exhibit A**. Consultant shall secure and register a domain name in the District's name, which the domain shall be owned by the District, for purposes of establishing the website.

**E-mail Set-up** - Consultant shall establish and register a domain name in the District's name for purposes of setting up and creating individual e-mail addresses for supervisors, staff or employees as designated by the District. Said domain name shall be owned by the District.

**STANDARD ON-GOING SERVICES:** The Consultant shall provide the following Standard On-Going Services to the District pursuant to this Contract:

- 1. Website Compliance and Management Consultant shall be responsible for ensuring District's on-going compliance with Florida law, including, but not limited to, Chapter 189.069, Florida Statutes, requiring that special districts operate and maintain an official internet web site throughout the term of this Contract. Consultant shall maintain the domain for the District. Consultant will manage the website maintenance contract provider and ensure they are meeting the requirements of the contract with the District. Consultant will provide the website maintenance provider with documents and updated content as required in accordance with Chapter 189.0069 Florida Statutes.
- 2. **E-mail** Consultant shall provide services including ongoing management of email accounts, hosting and backup in compliance with all applicable laws, including public records law and public records retention.

**REQUIRED WEB SITE CONTENT:** Pursuant to section 189.016 & 189.069, Florida Statutes, special district web sites will be required to include and make available the following information or documents, which requirements may be changed from time to time and which Consultant shall be responsible for ensuring District compliance associated therewith. Changes to the requirements may be subject to additional fees:

- 1. The full legal name of the special district.
- 2. The public purpose of the special district.
- 3. The name, official address, official e-mail address, and, if applicable, term and

- appointing authority for each member of the governing body of the special district.
- 4. The fiscal year of the special district.
- 5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
- 6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
- 7. A description of the boundaries or service area of, and the services provided by, the special district.
- 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
- 9. The primary contact information for the special district for purposes of communication from the department.
- 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
- 11. The budget of the special district and any amendments thereto in accordance with s. 189.016.
- 12. Tentative budgets must be posted at least two (2) days before the budget hearing and now remain on District websites for forty-five (45) days.
- 13. Final adopted budgets must be posted within thirty (30) days after adoption and now remain on District websites for two (2) years.
- 14. Budget amendments must be posted within five (5) days after adoption and now remain on District websites for two (2) years.
- 15. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
- 16. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
- 17. The public facilities report, if applicable.
- 18. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
- 19. At least seven (7) days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least one (1) year after the event.

**LITIGATION SUPPORT SERVICES**: Prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving District issues.

# **EXHIBIT B**Schedule of Fees

One-Time Services will be billed at a fee pursuant to the following schedule:								
Website Development:	Yes	No	\$ 750.00					
Email Set-up:	Yes	No	\$ 500.00					
Total One-Time Services:			\$					

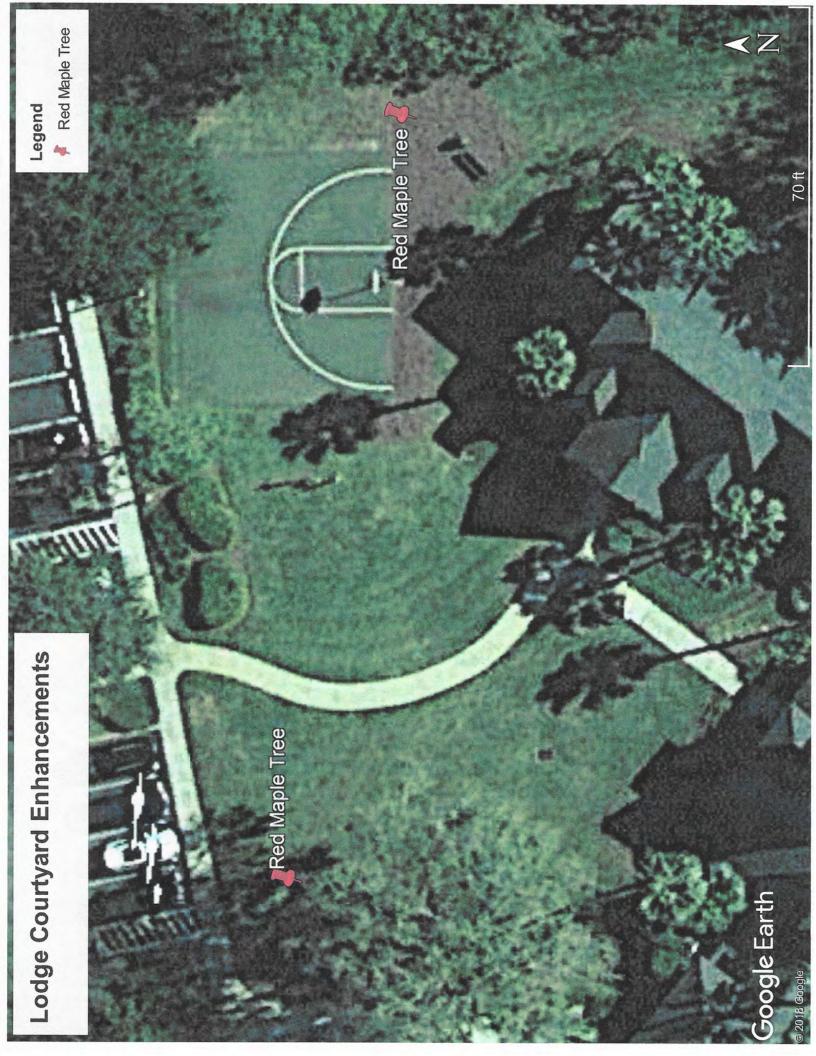
Standard On-Going Services will be billed in advance monthly pure following schedule:	ırsuant to the
	MONTHLY
Website Compliance and Management:	\$ 100.00
Email (50 GB per user) at \$15.00 per month per account:	
Board Supervisor Account X \$15.00	\$
Onsite Staff Account X \$15.00	\$
Miscellaneous Account X \$15.00	\$
Total Standard On-Going Services:	\$

#### **ADDITIONAL AND LITIGATION SUPPORT SERVICES:**

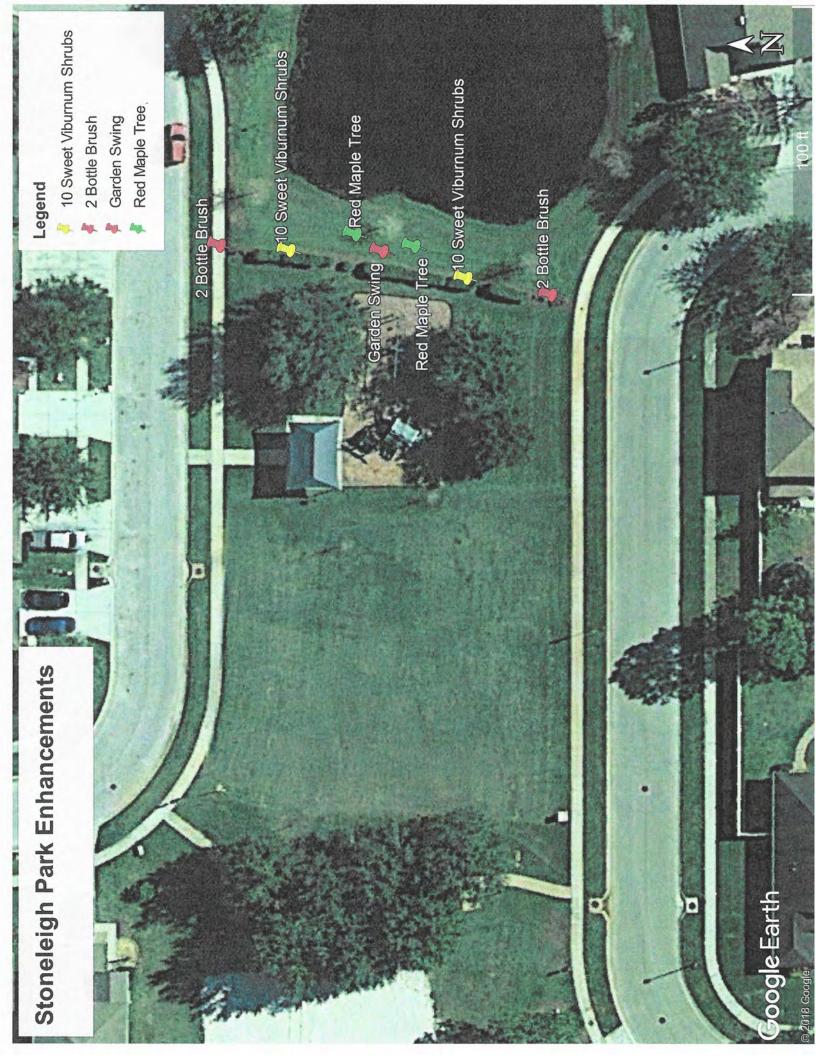
Additional and Litigation Support Services will be billed hourly pursuant to the current hourly rates shown below:

JOB TITLE:	HOURLY RATE:
Managing Partner	\$300.00
Chief Financial Officer	\$250.00
Director	\$225.00
Regional District Manager	\$200.00
Financial Services Manager	\$200.00
Accounting Manager	\$200.00
Regional Licensed Community Association Manager	\$200.00
Systems Administrator	\$200.00
District Manager	\$175.00
Licensed Community Association Manager	\$175.00
Amenity Services Manager	\$175.00
Manager, Field Services	\$175.00
Clubhouse Manager	\$175.00
Senior Field Services Manager	\$150.00
Senior Accountant	\$150.00
Field Services Manager	\$125.00
Community Association Coordinator	\$100.00
Financial Associate	\$100.00
Staff Accountant	\$100.00
Accounting Clerk	\$ 85.00
Administrative Assistant	\$ 85.00

# Tab 5







Tish,

Please see revised quote below:

Five 15-gallon red maples = (\$367.00)

or

Five 30-gallon red maples = (\$867.00)

Four 15-gallon multi-trunk bottle brush (\$292.00)

or

Four 25-gallon multi-trunk bottle brush (\$625.00)

or

Four 25-gallon single gallon bottle brush (\$740.00). Nursery does not have 15-gallon single trunk.

Delivery = \$125.00

Installation, Ringed and Staked for 9 trees = \$515.00

Chuck Burnite
Senior Environmental Scientist
GHS Environmental

PO Box 55802 St. Petersburg, FL 33732-5802

Phone: 727-432-2820

chuck@ghsenvironmental.com | www.ghsenvironmental.com

<u>Privileged and Confidential Communication:</u> This electronic mail communication and any documents attached hereto may contain confidential and privileged material for the sole use of the intended recipient(s) named above. If you are not the intended recipient (or authorized to receive for the recipient) of this message, any review, use, distribution or disclosure by you or others is strictly prohibited. Please contact the sender by reply email and delete and/or destroy the accompanying message.



## The New Standard in Landscape Maintenance

# **1.888.RED.TREE**

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

# Lodge Front Court Yard Landscape Enhancement Proposal

# Preserve at Wilderness Lake CDD

Attention: Ms. Tish Dobson - Lodge Manager

July 2, 2019

#### Option 1

Item	Size	Quantity	Uı	Unit Price		Total Price	
Red Maple Tree	15-gallon	2	\$	173.00	\$	346.00	
Mulch	cubic yard	1	\$	40.00	\$	40.00	
Irrigation - Bubbler Per Tree		2	\$	25.00	\$	50.00	
	TOTAL PROJECT PRICE:				\$	436.00	

#### Option 2

Item	Size	Quantity	Unit Price		Total Price	
Red Maple Tree	30-gallon	2	\$	361.00	\$	722.00
Mulch	cubic yard	1	\$	40.00	\$	40.00
Irrigation - Bubbler Per Tree		2	\$	25.00	\$	50.00
TOTAL PROJECT PRICE:					\$	812.00

Authorized Signature to Proceed	Option Chosen	Date of Authorization

Proposal submitted by Peter Lucadano – CEO / Owner & ISA Certified Arborist peteluke@redtreelandscape.systems / Cell phone: (727) 919-3915



## The New Standard in Landscape Maintenance

# **1.888.RED.TREE**

www.redtreelandscapesystems.com

5532 Auld Lane, Holiday FL 34690

## Oakhurst Park

# Landscape Enhancement Proposal

Preserve at Wilderness Lake CDD

Attention: Ms. Tish Dobson - Lodge Manager

July 2, 2019

#### Option 1

Item	Size	Quantity	Unit Price		Total Price	
Red Maple Tree	15-gallon	1	\$	173.00	\$	173.00
Mulch	cubic yard	1	\$	40.00	\$	40.00
Irrigation - Bubbler Per Tree		1	\$	25.00	\$	25.00
		TOTAL PROJECT PRICE:			\$	238.00

#### Option 2

Item	Size	Quantity	Unit Price		Total Price	
Red Maple Tree	30-gallon	1	\$	361.00	\$	361.00
Mulch	cubic yard	1	\$	40.00	\$	40.00
Irrigation - Bubbler Per Tree		1	\$	25.00	\$	25.00
TOTAL PROJECT PRICE:					\$	426.00

		1
Authorized Signature to Proceed	Option Chosen	Date of Authorization

Proposal submitted by Peter Lucadano – CEO / Owner & ISA Certified Arborist <a href="mailto:peteluke@redtreelandscape.systems">peteluke@redtreelandscape.systems</a> / Cell phone: (727) 919-3915



#### The New Standard in Landscape Maintenance

# **1.888.RED.TREE**

www.redtreel and scape systems.com

5532 Auld Lane, Holiday FL 34690

# Stoneleigh Park

# **Landscape Enhancement Proposal**

FOR

## Preserve at Wilderness Lake CDD

Attention: Ms. Tish Dobson - Lodge Manager

July 29, 2019

#### Option 1

Item	Size Quant		Uı	nit Price	Total Price	
Red Maple Tree	15-gallon	2	\$	173.00	\$	346.00
Bottle Brush Tree	15-gallon	4	\$	120.00	\$	480.00
Sweet Viburnum	3-gallon	20	\$	16.00	\$	320.00
Mulch	cubic yard	8	\$	40.00	\$	320.00
Irrigation - Bubbler Per Tree		6	\$	25.00	\$	150.00
		TOTAL	PROJE	CT PRICE:	\$	1,616.00

#### Option 2

Item	Size	Quantity	antity Unit Price		Total Price	
Red Maple Tree	30-gallon	2	\$	361.00	\$	722.00
Bottle Brush Tree	30-gallon	4	\$	334.00	\$	1,336.00
Sweet Viburnum	3-gallon	20	\$	16.00	\$	320.00
Mulch	cubic yard	8	\$	40.00	\$	320.00
Irrigation - Bubbler Per Tree		6	\$	25.00	\$	150.00
TOTAL PROJECT PRICE:					\$	2,848.00

		1 1
Authorized Signature to Proceed	Option Chosen	Date of Authorization

# Tab 6

#### **Additional Garden Swing Options**

#### Coral Coast Rustic Torched Log Curved Back Porch Swing and A-Frame Set

Price: \$194.79 (Sale ends August 5<sup>th</sup>), Original Price: \$311.21

• Shipping: Free FedEx Ground

• Manufacturer Warranty: 30 Days

• Link: https://www.hayneedle.com/product/aframelogswingtorchedwood.cfm?tid=SHOW00 2-1



#### Coral Coast Rustic Torched Log Curved Back Porch Swing and A-Frame Set

Price: \$194.79Shipping: Free

• Protection Pan: 2 years: \$16.00, 3 years: \$22.00

• Link: <a href="https://www.walmart.com/ip/Coral-Coast-Rustic-Torched-Log-Curved-Back-Porch-Swing-and-A-Frame-">https://www.walmart.com/ip/Coral-Coast-Rustic-Torched-Log-Curved-Back-Porch-Swing-and-A-Frame-</a>

Set/166178236?wmlspartner=wlpa&selectedSellerId=1172&adid=2222222222707714567 0&wl0=&wl1=g&wl2=c&wl3=189926874923&wl4=pla-

 $\frac{324639489964\&wl5=1015089\&wl6=\&wl7=\&wl8=\&wl9=pla\&wl10=8453398\&wl11=online\&wl12=166178236\&veh=sem\&gclid=EAIaIQobChMI8Zaf_tDQ4wIViZ-$ 

fCh1AAwalEAQYAiABEgLccfD BwE



## Rustic Torched Wooden Porch Swing and A-frame Set

Price: \$227.89Shipping: Free

• Link: <a href="https://www.amazon.com/Wooden-Porch-Swing-Torched-frame/dp/B00K7LD8C4/ref=sr\_1\_1?keywords=rustic+torched+curved+back+porch+swing+and+a+frame+set&qid=1564076938&s=gateway&sr=8-1">https://www.amazon.com/Wooden-Porch-Swing-Torched-frame/dp/B00K7LD8C4/ref=sr\_1\_1?keywords=rustic+torched+curved+back+porch+swing+and+a+frame+set&qid=1564076938&s=gateway&sr=8-1</a>



#### **Commercial Furnishings Quote**

leadersfurniture.com

To:

Wilderness Lakes c/o Tish Dobson

21320 Wilderness Lakes Blvd

Land Q Lakes, FL 34637

From

Leader's Casual Furniture®, Contract Division



Date: 7/6/19

RE:	Furniture	Dunto
UE:	rummure	Quote

Thank you so much for giving Leader's the opportunity to earn your business. We are proud of our previous contract applications and would be honored to have you in our vast list of preferred contract customers. Some of the properties we have worked with: Orlando Airport Marriott®, Holiday Inn®, Sheraton® World Resort, Embassy Suites®, Disney's Wide World of Sports® and many more.

The following is a quote for your project. Please let us know if you have any questions, comments, or concerns regarding this quote.

QTY	DESCRIPTION.	EACH	Extended
2	Poly Lumber Swing	\$499.99	\$999.98
2	Poly Lumber A Frame for Swing	\$599.99	\$1,199.98
			\$0.00
			\$0.00
	7		\$0.00
			\$0.00
			\$0.00
	Visit I illustration to the state of the sta		\$0.00
			\$0.00
	Processing and the second seco		\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Level of	Delivery Service Expected	Sub Total	\$2,199.96
The second second	oside Delivery; Set-up and Assembly not included	0.0% Tax	\$0.00
	very & Set-up at one address in a single area	Delivery Fee	\$143.00
	very & Set-up at one address in more than one area	TOTAL	\$2,342.96
Delivery	& Set-up quotes are valid for deliveries from the Leader's Casual Furniture® ion Center to commercial address within our standard delivery zones only.		-4

If you would like to place this order with us, we will need 1/2 down by **check** and the balance paid by **check** upon delivery. This quote is good until \_7/27/19 or as you request a change in the quantity of items. If paying by credit card, please add a 3% credit card surcharge fee to the total.

Casual Comfort offers a 5 year commercial warranty against manufacturer defect(s).

Your lead-time on this order is 4-5 weeks from receipt of deposit.

Thank you in advance for your business!





# CUSTOMER INFO SHEET

No. 9907

"TAMPA'S LARGEST PATIO STORE....NOT ON DALE MABRY"

TAMPA

1913 E. Bearss Avenue • Tampa, Florida 33613 (813) 632-8070 • FAX: (813) 632-8112

7/27 SALESPERSON AD SOURCE\_ DATE 3504 Preserve CDD EMAIL ISH NAME WILDRIMEDA ADDRESS Bulling CITY/STATE/ZIP U PHONE 813

QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
C	Puston Surna James souted + install	d 685.60	1370.00
4	3		1140.06
	0	·	
			.0
,			
EMARKS	BEMABKS/COMMENTO	SUB	
		TAX	
		TOTAL	2510.00

Please remind customers that prices are subject to change and prices given are valid for 60 days.



#### Skyline Swinging Bench

23" h x 23" d x 36" w (47 lbs). Also available in 48" w (67 lbs), 60" w (80 lbs)

#### **Choose a Frame Color:**

<u>Chocolate Forest Green Cedar Redwood Weatherwood Grey White Black Blueberry Grape</u>

<u>Berry Red Orange Lemon Kiwi Colonial Blue Sunshine Seafoam Sky Blue Mocha Sage Green</u>

#### **Choose Slats Color:**

<u>Chocolate Forest Green Cedar Redwood Weatherwood Grey White Black Blueberry Grape</u>
<u>Berry Red Orange Lemon Kiwi Colonial Blue Sunshine Seafoam Sky Blue Mocha Sage Green</u>

# Tab 7

## Lowe's Pergola

Item # 878763 Model # L-PG152PST-B

allen + roth 116.14-in W x 116.14-in L x 94.3-in H Tan/Black Material Freestanding Pergola Canopy Included



.523.50 Was \$698.00

#### SAVE 25% thru 08/30/2019

- Durable powder-coated finish resists rust, corrosion and chip
  Arched pergola with sling canopy keeps you shaded
- Attractive woodgrain posts match your any outdoor furniture

# Tab 8

MINUTES OF MEETING 1 2 Each person who decides to appeal any decision made by the Board with respect to any 3 4 matter considered at the meeting is advised that the person may need to ensure that a 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 The regular meeting of the Board of Supervisors of the Preserve at Wilderness 8 9 Lake Community Development District was held on Wednesday, July 3, 2019 at 9:31 a.m. at The Preserve at Wilderness Lake Activity Center at the Lodge located at 21320 10 11 Wilderness Lake Boulevard, Land O'Lakes, Florida, 34637. 12 13 Present and constituting a quorum: 14 15 James Estel **Board Supervisor, Chairman Board Supervisor, Vice Chairman** 16 Lou Weissing 17 Sam Watson **Board Supervisor, Assistant Secretary** Beth Edwards **Board Supervisor, Assistant Secretary** 18 Scott Diver **Board Supervisor. Assistant Secretary** 19 20 21 Also present were: 22 District Manager, Rizzetta & Company, Inc. 23 Matt Huber Tish Dobson Lodge Manager, Preserve at Wilderness Lake 24 Joe Roethke Regional District Manager, Rizzetta & Company 25 District Counsel, Straley, Robin & Vericker John Vericker 26 Peter Lucadano Representative, RedTree Landscaping 27 28 29 Audience 30 FIRST ORDER OF BUSINESS Call to Order 31 32 Mr. Huber called the meeting to order confirming a guorum for the meeting. 33 34 SECOND ORDER OF BUSINESS Pledge of Allegiance 35 36 Mr. Estel led the Board in the reciting of The Pledge of Allegiance. 37 38 39 40 41 42 43 44 45

46 47 48

### THIRD ORDER OF BUSINESS therefore no audience comments at this time.

### **Audience Comments and Supervisor** Requests

Mr. Huber noted for the record that there were no audience members present and

Mr. Diver mentioned that the Fitness Center signage seems to have everything covered. He also mentioned that he would like the Board to approve a couple more pergolas for shade at the pool.

On a Motion by Mr. Weissing, seconded by Mr. Estel, with all in favor except Ms. Edwards, the Board approved adding consideration of more pergolas to the August 2019 Agenda, for the Preserve at Wilderness Lake Community Development District.

#### FOURTH ORDER OF BUSINESS

### **District Counsel's Report**

District Counsel was present and will hold his comments until after the ADA website remediation proposals are discussed.

### FIFTH ORDER OF BUSINESS

### **District Engineer's Report**

Mr. Huber gave the Board an updated from Mr. Woodcock's e-mail on July 1, 2019. Mr. Huber reported that the HVAC parts will be shopped on September 13, 2019 and that demolition shouldn't take more that 2-3 days, which starts on September 13, 2019 in order to be ready when the parts arrive onsite.

### SIXTH ORDER OF BUSINESS

### **GHS Report**

Mr. Huber presented the GHS report. The Board had no questions on it.

### SEVENTH ORDER OF BUSINESS

### **Review of PSA Reports for June 2019**

Mr. Huber presented the landscape reports for June 2019 and asked the Board if they had any questions. Mr. Watson stated that in the area where there had been an irrigation break, the sod has not been repaired for some time. Mr. Lucadano replied that the sod replacement proposal had been placed on hold by the CDD for better pricing. Ms. Edwards stated additionally it would not have made sense to install new sod during the times of high heat and the drought the area recently experienced. Mr. Weissing stated that the heights of the tree limbs over hanging the sidewalks near Draycott are causing residents' concerns. Ms. Dobson stated that the tree trimming of these trees 15 feet and below is included in the current RedTree contract. Ms. Edwards asked if when mowing in certain areas that are wet. Like Deerfields if this could be tracked? Mr. Lucadano explained that areas have been discovered that were not the maintenance map.Mr. Watson asked if a letter had been sent to RedTree in regards to the use of Round-Up, per the discussion from the last meeting. No letter had been sent; Mr. Lucadano explained how RedTree applies Round-Up. Mr. Lucadano agreed to provide pricing to change out of any use of Round-Up to the alternative Reward/Diquat.

### **EIGHTH ORDER OF BUISINESS**

**Lodge Manager's Report** 

Ms. Dobson presented her Lodge Manager's report. A discussion ensued regarding the Yoga Room flooring and its replacement. The Board directed Ms. Dobson to seek out three proposals for the September agenda. Ms. Dobson answered questions regarding the Duke streetlight pole that is down due to a crash, she stated she will add caution tape around this area. A question was asked about how many speeding tickets have been given recently, Ms. Dobson responded with three, or four. Ms. Dobson noted to the Board that the Tether balls have gone missing, or are damaged. The Board suggested marking them Property of Wilderness Lake CDD.

#### NINTH ORDER OF BUSINESS

Consideration of Minutes of the Board of Supervisors' Meeting held on June 5, 2019

Mr. Huber presented the Minutes of the Board of Supervisors' Meeting held on June 5, 2019 to the Board of Supervisors.

On a Motion by Mr. Diver, seconded by Ms. Edwards, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on June 5, 2019, as amended, for the Preserve at Wilderness Lake Community Development District.

#### TENTH ORDER OF BUSINESS **Consideration of Operation and** 139 140 Maintenance Expenditures for May 2019 141 142 143 Mr. Huber presented the Operation and Maintenance Expenditures for May 2019 to the Board of Supervisors. Ms. Edwards requested that the summary sheet be placed in the 144 145 agenda. 146 On a Motion by Mr. Weissing, seconded by Mr. Diver, with all in favor, the Board approved the Operation and Maintenance Expenditures for May 2019 in the amount of \$129.875.32, for the Preserve at Wilderness Lake Community Development District. 147 **ELEVENTH ORDER OF BUSINESS** Consideration of Square-Up Terminal 148 149 150 Mr. Huber presented the Square-Up Terminal option to the Board. Upon discussion, the Board decided to continue using cash at the Lodge. 151 152 Recessed at 10:31 a.m. 153 154 Reconvened at 10:44 a.m. 155 TWELFTH ORDER OF BUSINESS **Consideration of ADA Website** 156 157 remediation proposals 158 159 Mr. Huber presented the ADA Website remediation proposals, the Board reviewed 160 these items and conferred with Counsel on several items. The Board decided that without 161 further information regarding the costs to remediate the agendas they could not decide on 162 a proposal. The Board directed Mr. Huber to contact the vendors, and ask them to revise their quotes accordingly. 163 164 THIRTEENTH ORDER OF BUSINESS **Review of Investment** 165 166 167 Mr. Weissing stated that his presenter was supposed to attend this meeting but was 168 not present. Mr. Weissing stated he would reach out and see when they could attend the 169 next meeting. 170 FOURTEENTH ORDER OF BUSINESS 171 **Financial Statements for May 2019** 172 173 Mr. Huber presented the Financial Statements for May 2019 and the Board had no 174 comments, or questions. 175 FIFTHTEENTH ORDER OF BUSINESS Reserve Study 176 177 178 Mr. Huber presented the Reserve Study report and the Board had no comments, or 179 questions. 180

181 182 183

184 185	SIXTEENTH ORDER OF BUSINESS	District Manager's Report
186 187 188 189 190 191	Mr. Huber reminded the Board that their p.m. Mr. Huber handed a copy of the cover letter out in the mail on 7-2-19. Mr. Huber also explain the Audit for Fiscal Year ending September 30, Report. Mr. Huber asked for a motion to ratific Report.	ned that the Chairman had been presented 2018 and that Mr. Estel accepted the Audit
	On a Motion by Mr. Weissing, seconded by M the Audit for Fiscal Year ending September Lake Community Development District.	· · · · · · · · · · · · · · · · · · ·
193 194	SEVENTEENTH ORDER OF BUSINESS	Supervisor Requests
195 196 197 198 199	Ms. Edwards asked Mr. Huber if now performance and staff opinion of working with being taken by the Board.	was a good time to discuss RedTree's them. A discussion ensued with no action
200 201	EIGHTEENTH ORDER OF BUSINESS	Adjournment
	On a Motion by Mr. Diver seconded by Ms Supervisors adjourned the Board of Supervisor at Wilderness Lake Community Development I	or's Meeting at 12:50 p.m. for the Preserve
202 203		
204 205	Assistant Secretary	Chairman/Vice Chairman

# Tab 9

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

# Operation and Maintenance Expenditures June 2019 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2019 through June 30, 2019.

The total items being presented:	\$182,392.85	
Approval of Expenditures:		
Chairperson		
Vice Chairperson		
Assistant Secretary		

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoid	ce Amount	Page #
2XL Corporation	011451	251511	(8) GymWipes Refills-700 CT S&H 05/19	Facility Supplies - Spa	\$	277.68	1
Alsco, Inc.	011452	LTAM805444	Linen & Mat Service 05/19	Facility Supplies - Spa	\$	168.54	2
Alsco, Inc.	011481	LTAM807460	Linen & Mat Service 06/19	Facility Supplies - Spa	\$	168.54	3
Beth Edwards	011469	BE060519	Board of Supervisors Meeting 06/05/19	Supervisor Fees	\$	200.00	4
Cardno, Inc.	011453	517250	Engineering Services 05/19	District Engineer	\$	506.25	5
Charles L. Weissing	011480	LW060519	Board of Supervisors Meeting 06/05/19	Supervisor Fees	\$	200.00	4
City Electric Supply Company	011489	LOL/118978	Supplies - Lighting Replacement 06/19	Lighting Replacement & Maintenance & Repairs - Lodge	\$	76.69	7
City Electric Supply Company	011489	LOL/119099	Supplies - Lighting Replacement 06/19	Maintenance & Repairs - Lodge	\$	242.40	9
Duke Energy	011468	60574 01168 05/19	Herons Glen Sign 05/19	Electric Utility Service	\$	14.25	11
Duke Energy	011468	83196 80556 05/19	Herons Wood Sign 05/19	Electric Utility Service	\$	13.61	12
Duke Energy	011468	91468 53580 05/19	Summary Bill 05/19	Electric Utility Service	\$	12,400.81	13
Duke Energy	011482	94409 44391 05/19	Summary Bill 05/19	Electric Utility Service	\$	1,022.45	16
Fitness Logic, Inc.	011490	89565	Monthly Maintenance 06/19	Fitness Equipment Preventative Maintenance	\$	110.00	23

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoice	e Amount	Page #
Florida Department of Health in Pasco County	011458	51-60-00549 2019	Fitness Pool Permit 51-60- 00549 06/19	Pool Permits	\$	280.00	25
Florida Department of Health in Pasco County	011458	51-60-00550 2019	Preserve Pool 2 Permit 06/19	Pool Permits	\$	280.00	28
Florida Department of Health in Pasco County	011458	51-60-00551 2019	Spa Permit 06/19	Pool Permits	\$	145.00	31
Florida Department of Health in Pasco County	011458	51-60-00552 2019	Water Feature Permit 06/19	Pool Permits	\$	145.00	34
Florida Department of Revenue	011471	61-8014999201-4 05/19	Sales & Use Tax 05/19	Sales Tax Payable	\$	201.47	37
Frontier Communications	011454	239-159-2085-030513 5 05/19	- Fios Internet 05/19	Telephone, Fax & Internet	\$	120.98	38
Frontier Communications	011454	813-995-2437-061803 5 05/19	- 813-995-2437 Phone Service 05/19	Telephone, Fax & Internet	\$	735.60	41
Frontier Communications	011454	813-995-2907-040103 5 05/19	- Frontier Phone and Internet 05/19	Telephone, Fax & Internet	\$	170.97	46
Gaydos Hydro Services, LLC	011455	2019-271	Monthly Aquatic Weed Control Program 04/19	Lake & Wetlands Management	\$	4,540.00	49
Grant Hemond and Associates Inc	011456	WI190525	Balance Due- DJ Services - Memorial Day Event 5/25/19	Special Events	\$	276.50	50
Grant Hemond and Associates Inc	011457	WI190601	Balance Due- DJ Services - Teen Pool Party 06/01/19	Special Events	\$	276.50	51

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoice	Amount	Page #
Gulf Coast Tractor & Equipment	011472	IL40107	Maintenance/Repair Supplies 06/19	Maintenance & Repairs - Lodge	\$	14.88	52
Gulf Coast Tractor & Equipment	011491	IL40185	Maintenance/Repair Supplies 06/19	Wetland Nuisance/ Exotic Species Control	\$	12.07	53
Harvey's Hardware	011492	455921	Maintenance Supplies 05/19	Maintenance & Repairs - Lodge	\$	38.31	54
Harvey's Hardware	011492	455937	Maintenance Supplies 05/19	Maintenance & Repairs - Lodge	\$	78.16	54
Harvey's Hardware	011492	455970	Maintenance Supplies 05/19	Maintenance & Repairs - Lodge	\$	29.19	55
Himes Electrical Service, Inc.	011473	20717	Electrical Services 05/19	Maintenance & Repairs - Lodge	\$	120.00	56
Himes Electrical Service, Inc.	011473	20763	Electrical Services 05/19	Maintenance & Repairs - Lodge	\$	75.00	57
Holloway's Farm Supply	011493	061319	Supplies - Game Fish Chow 06/19	Resident Services & Special Events	\$	63.99	58
lerna's Heating & Cooling	011474	48163750	Flush Drain Line (HVAC) 05/19	Maintenance & Repairs - Lodge	\$	324.00	59
James Estel	011470	JE060519	Board of Supervisors Meeting 06/05/19	Supervisor Fees	\$	200.00	4
Jerry Richardson	011494	1239	Monthly Hog Removal Service 06/19	Wildlife Management Services	\$	1,111.11	61
MPLC	011483	504219394	MPLC License 07/26/19- 07/26/20	Special Events	\$	2,414.66	62
Netix Solutions, LLC	011475	0333	Community Website 06/19	Website Fees & Maintenance	\$	84.00	63
Office Depot Business Credit	011484	6011 5642 4065 5133 05/19	Clubhouse Office Supplies 05/19	Office Supplies	\$	135.89	64

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoi	ce Amount	Page #
Pasco County Utilities	011485	Summary Water 05/19	Summary Water Billing 05/19	Water Utility Services	\$	3,169.10	70
Pasco Sheriff's Office	011476	I-3/29/2019-03453	Off Duty Detail 05/19	Deputy	\$	2,792.00	78
Patio Land USA, Inc	011486	11083	Poolside Umbrellas 05/19	Capital Reserves	\$	990.00	80
Patio Land USA, Inc	011486	11132	Poolside Furniture 06/19	Capital Reserves	\$	4,042.00	81
PBSS Inc./American Lock	011477	10156	Replaced OP-12 Pivots & Realigned Door 05/19	Maintenance & Repairs - Lodge	\$	320.00	82
Performance Standard	011495	1321	June 13th Inspection 06/19	Field Operations	\$	1,100.00	83
Assurance, Inc. Preserve at Wilderness Lake CDD	CD240		Debit Card Replenishment				
			Sams NY Pizza	Special Events	\$	80.00	85
			Publix	Special Events	\$	89.04	87
			Dollar General	Special Events	\$	19.26	88
			Lowes	Lodge - Facility Janitorial Supplies & Maintenance & Repairs - Lodge	\$	120.36	89
			Amazon	Maintenance & Repairs - Lodge	\$	64.78	90
			Publix	Special Events	\$	42.37	93
			Pet Supplies Plus	Nature Center	\$	94.86	94

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoi	ce Amount	Page #
			Amazon	Resident Services	\$	55.99	95
			Pet Supplies Plus	Nature Center	\$	12.98	98
			Sams	Lodge - Facility Janitorial Supplies & Maintenance & Repairs - Lodge	\$	166.20	99
			Badges of honor	Special Events	\$	39.00	100
			Publix	Special Events	\$	140.46	101
			C.C. Maine	Special Events	\$	43.73	102
			Party City	Special Events	\$	(3.15)	103
			Publix	Office Supplies, General Store & Special Events	\$	152.72	109
			Lowes	Lodge - Facility Janitorial Supplies & Maintenance & Repairs - Lodge	\$	28.26	110
			Lowes	Maintenance & Repairs - Lodge	\$	(1.85)	111
			Lowes	Maintenance & Repairs - Lodge	\$	49.96	112
			Pasco Laundromat	Special Events	\$	24.00	113

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoice Amount		Page #
			Sams	Various	\$	162.62	114
			Pet Supplies Plus	Nature Center	\$	69.18	115
ReadyRefresh by Nestle	011496	19F0006240923	Bottled Water Service 05/19	Resident Services	\$	132.83	116
RedTree Landscape Systems, LLC	011497	2314	March Pest Control & Fertilization 03/19	Landscape Fertilization & Pest Control	\$	6,190.00	117
RedTree Landscape Systems, LLC	011460	2491	Irrigation Repairs Zones 5, 10, 13, & 14 05/19	Irrigation Repairs	\$	98.72	118
RedTree Landscape Systems, LLC	011460	2499	Mulching - Second Half of Approved Mulch Project 05/19	Landscape Mulch	\$	20,000.00	119
RedTree Landscape Systems, LLC	011460	2508	Arbor Care - Removal of Pine Trees 05/19	Tree Trimming Services	\$	2,750.00	120
RedTree Landscape Systems, LLC	011460	2509	Arbor Care - Palmetto Cutback at Lodge 05/19	Landscape Maintenance	\$	1,450.00	121
RedTree Landscape Systems, LLC	011460	2529	Landscape Damage Repair 05/19	Landscape Replacement Plants, Shrubs & Trees	\$	401.00	122
RedTree Landscape Systems, LLC	011497	2567	Landscape Maintenance/Irrigation Repair/Arbor Care 06/19	Various Landscape	\$	15,000.00	123
RedTree Landscape Systems, LLC	011487	2635	Irrigation Repair 06/19	Irrigation Repairs	\$	133.70	124
Rentalex of Hudson, Inc.	011461	1-112505	Equipment Rental 05/22/19	Equipment Lease	\$	551.16	125
Rizzetta & Company, Inc.	011459	INV0000041099	District Management Fees 06/19	District Management	\$	5,983.33	129

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invoice	<u>Amount</u>	Page #
Rizzetta Amenity Services, Inc.	011478	INV00000000006318	Amenity Management 05/19	Management Contract - Payroll	\$	11,920.78	130
Rizzetta Amenity Services, Inc.	011488	INV0000000006351	Out of Pocket Expenses 05/19	Payroll Reimbursement - Mileage	\$	143.27	131
Rizzetta Amenity Services, Inc.	011498	INV0000000006381	Amenity Management 06/19	Management Contract - Payroll & Management Fees	\$	14,974.24	132
Robert Scott Diver	011467	SD060519	Board of Supervisors Meeting 06/05/19	Supervisor Fees	\$	200.00	4
Samuel Watson	011479	SW060519	Board of Supervisors Meeting 06/05/19	Supervisor Fees	\$	200.00	4
Site Masters of Florida, LLC	011499	061419-1	Pond 19 Skimmer Repair 06/19	Capital Reserves	\$	1,500.00	133
Straley Robin Vericker	011462	17060	General Monthly Legal Services 05/19	District Counsel	\$	1,062.95	134
Sun Pavers of Florida, Inc	011463	R19989	Pool Deck Repairs 05/19	Maintenance & Repairs - Lodge	\$	381.19	137
Suncoast Pool Service	011500	5377	Pool & Spa Service 06/19	Pool Service Contract	\$	1,650.00	138
Tropicare Termite & Pest Control, Inc.	011464	71759 Annual 05/19	Annual Ant Treatment 05/19	Maintenance & Repairs - Lodge	\$	595.00	139
Tropicare Termite & Pest Control, Inc.	011464	71760 Annual 05/19	Annual Ant Treatment-Fox Grove Park 05/19	Maintenance & Repairs - Lodge	\$	175.00	140
Tropicare Termite & Pest Control, Inc.	011464	71761 Annual 05/19	Annual Ant Treatment-Tower Road Park 05/19	Maintenance & Repairs - Lodge	\$	175.00	141
Tropicare Termite & Pest Control, Inc.	011464	71762 Annual 05/19	Annual Ant Treatment-Whisper Wind Park 05/19	Maintenance & Repairs - Lodge	\$	175.00	142

Vendor Name	Check #	Invoice Number	Invoice Description	Code	Invo	ice Amount	Page #
Upbeat, Inc.	011501	612793	Dogipot Trash Bags 06/19	Dog Waste Station Supplies	\$	458.66	143
Vanguard Cleaning Systems of Tampa Bay	011502 /	84103	Monthly Service Charge 06/19	Lodge- Facility Janitorial Services	\$	1,293.00	144
Verizon Wireless	011465	9830581242	Cell Phone Service 05/19	Telephone, Fax & Internet	\$	84.65	145
Worthmann LLC	011466	1020	Deposit (50%) for HVAC Fitness Center Project 05/19	Capital Reserves	\$	53,575.00	151
Report Total					\$	182,392.85	

## Reserve Fund Expenditures

October 1, 2018 Through June 30, 2019

Vendor Name	Check #	Invoice	Invoice Description	Code	Inve	oice 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
Rubber Design	CD232	CD232	Rubber Boarders to Complete Monkey Bar Enclosure	Capital Reserves	\$	391.44
Cushion Solutions Incorporated	011217	25022	Pool Furniture Repairs 01/19	Capital Reserves	\$	2,120.00
Suncoast Pool Service	011221	5038	Drain & Acid Wash Pool/Install Vented Return Covers 1/19	Capital Reserves,	\$	1,100.00

## Reserve Fund Expenditures

October 1, 2018 Through June 30, 2019

Vendor Name	Check #	Invoice	Invoice Description	Code	Invoi	ice Amount
Suncoast Pool Service	011221	5039	Replacement of Complete Pool Lights-Lap Pool Equipment 1/19	Capital Reserves	\$	3,780.00
Dragonfly Pond Works LLC	011273	26069	Pond 31 Erosion Repairs 01/19	Capital Reserves	\$	1,265.00
Playground Services by David Bloom, Inc.	011264	19-056	Oakhurst Woodsmere Monkey- Bar Equipment Balance 02/19	Capital Reserves	\$	1,037.50
Vantage Point Corp	011269	IC99016	Server Replacement - Hardware & Accessories 01/19	Capital Reserves	\$	2,130.61
A Total Solution, Inc. (ATS)	011307	0000138506	Service Call - CCTV System - Completed Camera Upgrade	Capital Reserves	\$	2,265.04
A Total Solution, Inc. (ATS)	011307	0000138881	Service Call - CCTV System - Camera upgrade 02/19	Capital Reserves	\$	1,917.07
Fitness Logic, Inc.	011287	87332	Replacement of Fitness Center Incline Benches 02/19	Capital Reserves	\$	1,911.97
Patio Land USA	CD236	Debit Card	10 High Back & 7 Short Back Sling	Capital Reserves	\$	543.00
Patio Land USA	CD236	Debit Card	10 High Back & 7 Short Back Sling	Capital Reserves	\$	543.00
Upbeat, Inc.	011320	610296	6 FT Contour Bench C/B & W/W Park 03/19	Capital Reserves	\$	862.90
Vantage Point Corp	011338	IC99016-A	Server Replacement- Service Agreement/ Warranty 03/19	Capital Reserves	\$	439.83
Cushion Solutions Incorporated	011353	25429	Pool Furniture Repairs 04/19	Capital Reserves	\$	850.00

## Reserve Fund Expenditures

October 1, 2018 Through June 30, 2019

Vendor Name	Check #	Invoice	Invoice Description	Code	Inv	Invoice Amount	
FITREV Inc.	011372	18285	Cardio Equipment -CE800 Eliptical 04/19	Capital Reserves	\$	2,749.00	
FITREV Inc.	011372	18286	Cardio Equipment - TRM 631 Treadmill 04/19	Capital Reserves	\$	4,149.00	
Amazon			Dumbbells - Debit Card	Capital Reserves	\$	1,659.00	
Competitive Edge Products, In-	c 011400	38803	Stiga Tennis Table 04/19	Capital Reserves	\$	1,399.99	
Patio Land USA, Inc	011486	11083	Poolside Umbrellas 05/19	Capital Reserves	\$	990.00	
Patio Land USA, Inc	011486	11132	Poolside Furniture 06/19	Capital Reserves	\$	4,042.00	
Site Masters of Florida, LLC	011499	061419-1	Pond 19 Skimmer Repair 06/19	Capital Reserves	\$	1,500.00	
Worthmann LLC	011466	1020	Deposit (50%) for HVAC Fitness Center Project 05/19	Capital Reserves	\$	53,575.00	
Reserve Expenditure Total					\$	114,518.61	