

**COUNTRY GREENS
COMMUNITY DEVELOPMENT
DISTRICT**

AGENDA PACKAGE

October 18, 2021

Call-In Number: 1-646-838-1601

Conference Id: 370769952#

Country Greens Community Development District

Board of Supervisors:

Catherine Catusus, Chairman
Alma Graham, Vice Chairperson
Anna Heintzelman, Assistant Secretary
Crystal Jones, Assistant Secretary
David Warden, Assistant Secretary

Bob Koncar, District Manager
Scott Clark, District Counsel
Peter Armans, District Engineer
Freddy Blanco, Field Supervisor

October 11, 2021

Country Greens Community Development District
Board of Supervisors

Dear Board Members:

The regular meeting of the Board of Supervisors of the Country Greens Community Development District will be held on **Monday, October 18, 2021 at 5:30 p.m.** at REACH Church, 24540 State Road 46, Sorrento, Florida 32776. Following is the advance agenda for this meeting.

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of the Minutes of August 23, 2021**
- 4. District Manager's Report**
 - A. Financial Statements and Check Register
 - B. Assigning Fund Balance
 - C. Consideration of Resolution 2022-01, Removing and Designating a Secretary
 - D. Update on Yellowstone
- 5. Staff Reports**
 - A. Field Manager's Report
 - i. Field Report
 - ii. Sitex Aquatic Report
 - B. Engineer
 - C. Attorney
- 6. Supervisor Requests and Audience Comments**
- 7. Adjournment**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Bob Koncar
District Manager

Third Order of Business

**MINUTES OF MEETING
COUNTRY GREENS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Country Greens Community Development District was held at 5:30 p.m. on Monday, August 23, 2021 at the Christ Community Fellowship, 24540 State Road 46, Sorrento, Florida 32776.

Present and constituting a quorum were:

Catherine Catasus	Chairperson
Alma Graham	Vice Chairperson
Crystal Jones	Assistant Secretary
Anna Heintzelman	Assistant Secretary
David Warden	Assistant Secretary

Also present were:

Bob Koncar	District Manager
Scott Clark	District Counsel (via phone)
Freddy Blanco	Field Manager
Gabe Mena	Assistant District Manager
Audience	

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Mena called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

- Mr. Koncar provided the attendees copies of the agenda.
- There being no audience comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes

A. June 28, 2021

- Mr. Mena presented the minutes of the June 28th meeting and asked if there were any corrections, additions, or deletions to the minutes.

Ms. Graham MOVED to approve the minutes of the June 28, 2021 meeting and Ms. Catasus seconded the motion.

- Ms. Catusus noted she spoke with the golf course regarding the CDD area being used for parking and they roped off the area and it has not been parked in since.
- Ms. Catusus addressed the property lines discussion from the last meeting noting she does not believe anyone is outside of their property lines.
 - Ms. Graham noted there were a couple she thought were outside the property lines, one fence was way back.
 - Per survey's they are all within their property lines.

On VOICE vote, with all in favor, the motion was approved.
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FOURTH ORDER OF BUSINESS

District Manager's Report

A. Financial Statements and Check Register

- The Financial Statements and Check Register were reviewed.
- Mr. Koncar reported they are 98% collected on assessments.
- The Board members questioned why they did not see any of the CD's listed on the financial report and why it only showed \$13.00 in interest rate. They would like to see the CD's on the next financial statement.

On MOTION by Ms. Catusus seconded by Ms. Heintzelman, with all in favor, the financial statements were accepted, and the check register was approved.

B. Consideration of Resolution 2021-08 – Removing and Designating Secretary and Treasurer

This item was not discussed.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Field Report

i. Field Management Report

- Mr. Blanco reported an issue with one of the pumps. The conductor needs to be replaced. He will get a proposal to bring to the Board before the next meeting.
- Ms. Catusus reported that the well did get repaired. The company Mr. Blanco originally contacted stated they needed a whole new well and she gave him a company to contact.
- Mr. Blanco stated the irrigation system is working fine and the company replaced the tank.

- Ms. Catusus noted for the record that Mr. Blanco fixed the proposal for the pressure washing. By the time she reached out to him he had already completed the job. She did ask him to get a quote from the company that did the fence. He did and the quoted was \$400.00 less so Mr. Blanco matched their quote.

iii. Consideration of Servello Irrigation Proposal

- Mr. Blanco presented proposal #5856 from Servello for tree work in the community for a total price of \$2,650.00. This proposal is to remove the dead trees around the community.

On MOTION by Ms. Catusus seconded by Ms. Heintzelman, with all in favor, the Servello proposal #5856 for tree work in the community was approved.

ii. Ratification of Inframark Pressure Washing Proposal

On MOTION by Ms. Catusus seconded by Ms. Jones, with all in favor, the Inframark pressure washing proposal was ratified.
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- The Board and Servello discussed trimming and bush hogging. Bush hogging is done twice a year. They are running a month behind schedule because they took over for the last company. The email received by the Board was addressed. Servello stated that one of their employees mistakenly trimmed a section passed the line they are contracted to do. Servello addressed this with their guys.
- Mr. Blanco presented the Proposal number #5741 from Servello for fixing issues from previous landscaping company in the amount of \$3,625.53. Discussion was had regarding the expected expense to fix the damages done by Yellowstone.
- The Board would like the job expedited so they can get a clear amount on how much it will all cost; since the Board does not meet for a while, a not to exceed will be put in place so that the job can be worked on before the next meeting. The proposal for that part of the work is missing from the agenda, it will be added to the next meeting.

C. Attorney

- A discussion was had with Mr. Clark regarding the last check be help from Yellowstone. Yellowstone has responded by submitting some copies of emails

claiming that they did raise all these issues. Mr. Clark would like to send them a letter stating where the Board stands.

- The Board would like clarification on the emails such as when were they sent, to whom were they sent, what was said and when was the Board notified of the issues. The Board would like this information before a letter is sent to Yellowstone.
- Mr. Koncar suggested authorizing the Chair to work with staff to get the facts together to have a better idea of the costs.
- Mr. Clark suggested sending a letter notifying Yellowstone that the repair cost of the damages exceeds the amount of the last invoice and they will be holding the entire amount pending evaluation.
- Ms. Catusus noted she asked the question of when they were notified at the last meeting and it is two months later, and she still does not have an answer.

On MOTION by Ms. Catusus seconded by Ms. Graham, with all in favor, Mr. Clark to send a letter to Yellowstone notifying them that the Board is withholding the final invoice due to the extent of the damage that has been documented to date was approved.

- Mr. Clark noted he will get the letter out tomorrow.

On MOTION by Ms. Catusus seconded by Ms. Graham, with all in favor, the Servello proposal #5741 in the amount of \$3,625.53 for fixing issues from previous landscape company was approved.

B. Engineer

There being none, the next item followed.

C. Attorney (continued)

i. Master Easement Agreement

- Mr. Clark reported on the Master Easement Agreement. The Easement agreement does have language that the easement is not for the benefit of the residents. He noted the question of whether there were people encroaching on the property is no. 'No Trespassing' signs are not necessary at this time. He passed along some information to the Board but does not feel further action is necessary.

ii. Sorrento Springs Phase 4

This item was not discussed.

A. Field Report (continued)

On MOTION by Ms. Heintzelman seconded by Ms. Graham, with all in favor, for Servello to complete their investigation for the damage once the system is up and running for a not to exceed amount of \$5,000 was approved.

SIXTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

- An unidentified speaker noted most of the HOA concerns were addressed. The HOA would like a meeting with all three landscaping companies to ensure everyone is aware of their work locations and a discussion followed with it being noted there are agreements in place and maps.
- An unidentified speaker commented that he did not hear back from Mr. Koncar about the area of grass between his house and the golf course.
 - Mr. Koncar stated he believed he did respond that the schedule is now twice a year for mowing and this area will be done by the end of the month. The audience member questioned can both mowing be scheduled during the summer.
 - Ms. Catusus reiterated that the new landscaping company is operating a month behind since taking over for the last company. They are fixing what the last company broke and did not do but was supposed to. Servello was playing in catchup in all the areas to be done and are close to being done in all the areas.

SEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Ms. Graham seconded by Ms. Heintzelman, with all in favor, meeting was adjourned.

Bob Koncar
Secretary

Catherine Catusus
Chairperson

Fourth Order of Business

4A.

COUNTRY GREENS
Community Development District

Financial Report
September 30, 2021

(unaudited)

Prepared by



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COUNTRY GREENS
Community Development District

Financial Statements

(Unaudited)

September 30, 2021

Balance Sheet
September 30, 2021

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2016A DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 62,342	\$ -	\$ 62,342
Accounts Receivable	225	-	225
Due From Other Funds	-	23,523	23,523
Investments:			
Money Market Account	509,030	-	509,030
Reserve Fund (A-1)	-	120,534	120,534
Reserve Fund (A-2)	-	53,250	53,250
Revenue Fund	-	54,197	54,197
Prepaid Items	1,549	-	1,549
TOTAL ASSETS	\$ 573,146	\$ 251,504	\$ 824,650
<u>LIABILITIES</u>			
Accounts Payable	\$ 19,863	\$ -	\$ 19,863
Accrued Expenses	988	-	988
Due To Other Funds	23,523	-	23,523
TOTAL LIABILITIES	44,374	-	44,374
<u>FUND BALANCES</u>			
Nonspendable:			
Prepaid Items	1,549	-	1,549
Restricted for:			
Debt Service	-	251,504	251,504
Assigned to:			
Operating Reserves	73,020	-	73,020
Unassigned:	454,203	-	454,203
TOTAL FUND BALANCES	\$ 528,772	\$ 251,504	\$ 780,276
TOTAL LIABILITIES & FUND BALANCES	\$ 573,146	\$ 251,504	\$ 824,650

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>REVENUES</u>				
Interest - Investments	\$ 7,000	\$ 7,000	\$ 2,663	\$ (4,337)
Special Assmnts- Tax Collector	226,844	226,844	222,486	(4,358)
Special Assmnts- Discounts	(9,074)	(9,074)	(8,645)	429
TOTAL REVENUES	224,770	224,770	216,504	(8,266)
<u>EXPENDITURES</u>				
<u>Administration</u>				
P/R-Board of Supervisors	6,000	6,000	5,400	600
FICA Taxes	459	459	413	46
ProfServ-Arbitrage Rebate	600	600	1,200	(600)
ProfServ-Dissemination Agent	1,000	1,000	1,000	-
ProfServ-Engineering	5,500	5,500	1,380	4,120
ProfServ-Legal Services	10,000	10,000	6,345	3,655
ProfServ-Mgmt Consulting	67,362	67,362	67,362	-
ProfServ-Trustee Fees	3,717	3,717	3,717	-
Auditing Services	3,600	3,600	3,500	100
Postage and Freight	400	400	947	(547)
Insurance - General Liability	8,044	8,044	8,409	(365)
Printing and Binding	500	500	588	(88)
Legal Advertising	450	450	-	450
Miscellaneous Services	1,000	1,000	50	950
Misc-Assessment Collection Cost	4,537	4,537	50	4,487
Misc-Web Hosting	2,500	2,500	2,465	35
Office Supplies	200	200	435	(235)
Annual District Filing Fee	175	175	175	-
Total Administration	116,044	116,044	103,436	12,608

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
<u>Field</u>				
ProfServ-Field Management	20,300	20,300	20,300	-
Contracts-Landscape	178,380	178,380	163,151	15,229
Contracts-Aquatic Control	3,060	3,060	3,090	(30)
Utility - General	17,000	17,000	10,586	6,414
R&M-Common Area	10,000	10,000	20,931	(10,931)
Miscellaneous Services	4,000	4,000	-	4,000
Total Field	232,740	232,740	218,058	14,682
TOTAL EXPENDITURES	348,784	348,784	321,494	27,290
Excess (deficiency) of revenues				
Over (under) expenditures	(124,014)	(124,014)	(104,990)	19,024
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(124,014)	-	-	-
TOTAL FINANCING SOURCES (USES)	(124,014)	-	-	-
Net change in fund balance	\$ (124,014)	\$ (124,014)	\$ (104,990)	\$ 19,024
FUND BALANCE, BEGINNING (OCT 1, 2020)	633,762	633,762	633,762	
FUND BALANCE, ENDING	\$ 509,748	\$ 509,748	\$ 528,772	

Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending September 30, 2021

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 4,278	\$ 4,278	\$ 15	\$ (4,263)
Special Assmnts- Tax Collector	369,754	369,754	362,647	(7,107)
Special Assmnts- Discounts	(14,790)	(14,790)	(14,084)	706
TOTAL REVENUES	359,242	359,242	348,578	(10,664)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	7,395	7,395	-	7,395
Total Administration	7,395	7,395	-	7,395
Debt Service				
Principal Prepayments	-	-	20,000	(20,000)
Principal Debt Retirement A-1	150,000	150,000	150,000	-
Principal Debt Retirement A-2	50,000	50,000	50,000	-
Interest Expense Series A-1	90,836	90,836	90,836	-
Interest Expense Series A-2	50,750	50,750	50,625	125
Total Debt Service	341,586	341,586	361,461	(19,875)
TOTAL EXPENDITURES	348,981	348,981	361,461	(12,480)
Excess (deficiency) of revenues Over (under) expenditures	10,261	10,261	(12,883)	(23,144)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	10,261	-	-	-
TOTAL FINANCING SOURCES (USES)	10,261	-	-	-
Net change in fund balance	\$ 10,261	\$ 10,261	\$ (12,883)	\$ (23,144)
FUND BALANCE, BEGINNING (OCT 1, 2020)	264,387	264,387	264,387	
FUND BALANCE, ENDING	\$ 274,648	\$ 274,648	\$ 251,504	

Notes to the Financial Statements**September 30, 2021****General Fund**▶ **Assets**

- **Cash and Investments**- In order to maximize cash liquidity, the District has a Money Market Account. (See Cash & Investments Report for further details).
- **Accounts Receivable** - Duplicate payment to Sitex (Aquatic Control). AP inquiring of status.
- **Prepaid Items** - Trustee fees 10/1/21 - 2/28/22.

▶ **Liabilities**

- **Accrued Expenses** - Accrual for utility expenses for September.
- **Due To Other Funds** - Tax Collector Assessments due to trustee and will be transferred in October.

▶ **Fund Balance**■ **Assigned to:**

Operating Reserves	\$	86,990
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Debt Service Fund▶ **Assets**

- **Investments** - Trust Accounts at US Bank for the Debt Service (See Cash & Investments Report for further details).

Notes to the Financial Statements
September 30, 2021

Financial Overview / Highlights

- ▶ The Non-Ad Valorem assessments are about 98% collected.
- ▶ Total expenditures through September are approximately 92% compared to Annual Adopted Budget. Significant variances are explained below.

Variance Analysis

Account Name	Annual Adopted Budget	YTD Actual	% of Budget	Explanation
Expenditures				
<u>Administrative</u>				
Arbitrage Rebate	\$ 600	\$ 1,200	200%	Rebate invoice for FY20 was received late and expensed in FY21.
Postage and Freight	\$ 400	\$ 947	237%	Additional postage for mailing of agenda packages to each board member.
Office Supplies	\$ 200	\$ 435	218%	Agenda Books sent to board members.
<u>Field</u>				
R&M - Common Area	\$ 10,000	\$ 20,931	209%	Irrigation repair for Proposal 5741

COUNTRY GREENS
Community Development District

Supporting Schedules

September 30, 2021

Non-Ad Valorem Special Assessments - Lake County Tax Collector
(Monthly Collection Distributions)
For the Fiscal Year Ending September 30, 2021

					ALLOCATION BY FUND	
Date Received	Net Amount Received	Discounts / (Penalties) Amounts	(1) Collection Costs	Gross Amount Received	General Fund	Series 2016A Debt Service Fund
Assessments Levied FY 2021				\$ 596,600	\$ 226,846	\$ 369,754
Allocation %				100%	38%	62%
10/31/20	\$ 1,825	\$ 90	\$ 37	\$ 1,915	\$ 1,915	
10/31/20	3,162	158	65	3,320		3,320
11/09/20	7,386	314	151	7,700	7,700	
11/09/20	11,139	474	227	11,613		11,613
11/27/20	32,776	1,391	669	34,167	34,167	
11/27/20	52,316	2,220	1,068	54,537		54,537
12/01/20	146,609	6,235	2,992	152,844	152,844	
12/01/20	240,666	10,232	4,912	250,899		250,899
12/21/19	11,853	497	242	12,350	12,350	
12/21/19	19,394	814	396	20,208		20,208
01/01/21	3,222	99	66	3,321	3,321	
01/01/21	5,133	159	105	5,292		5,292
02/22/21	2,933	72	60	3,005	3,005	-
02/22/21	4,433	111	90	4,544	-	4,544
03/15/21	2,071	25	42	2,096	2,096	-
03/15/21	3,360	42	69	3,402	-	3,402
04/20/21	2,789	-	57	2,789	2,789	-
04/20/21	5,310	-	108	5,310	-	5,310
05/01/21	1,170	(28)	24	1,141	1,141	-
05/01/21	1,559	(38)	32	1,521	-	1,521
06/14/21	226	(7)	5	219	219	-
06/14/21	292	(9)	6	283	-	283
07/01/21	981	(43)	1	937	937	-
07/01/21	1,797	(79)	2	1,718	-	1,718
TOTAL	\$ 562,404	\$ 22,729	\$ 11,423	\$ 585,132	\$ 222,486	\$ 362,647
% COLLECTED				98%	98%	98%
TOTAL OUTSTANDING				\$ 11,467	\$ 4,360	\$ 7,107

Cash and Investment Report

September 30, 2021

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Maturity</u>	<u>Yield</u>	<u>Balance</u>
GENERAL FUND					
Checking account - Operating	Valley National Bank	Checking Account	n/a	0.25%	\$ 62,342
Money Market Account	Valley National	MMA	n/a	0.25%	\$ 509,030
Subtotal					\$ 571,373
DEBT SERVICE FUNDS					
Series 2016 A-1 Reserve	US Bank	First American Govt.	n/a	0.02%	\$ 120,534
Series 2016 A-2 Reserve	US Bank	First American Govt.	n/a	0.02%	\$ 53,250
Series 2016 A-1 & A-2 Rev.	US Bank	First American Govt.	n/a	0.02%	\$ 54,197
Subtotal					\$ 227,982
Total					\$ 799,353

Country Greens CDD

Bank Reconciliation

Bank Account No. 9840 Valley National Bank GF Checking New Account
Statement No. 9/21
Statement Date 9/30/2021

G/L Balance (LCY)	62,342.44	Statement Balance	70,860.10
G/L Balance	62,342.44	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	70,860.10
Subtotal	62,342.44	Outstanding Checks	8,517.66
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	62,342.44	Ending Balance	62,342.44
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
9/10/2021	Payment	3256	HOME DEPOT	3.24	0.00	3.24
9/23/2021	Payment	3258	FEDEX	15.22	0.00	15.22
9/23/2021	Payment	3259	FEDEX	18.25	0.00	18.25
9/28/2021	Payment	3260	INFRAMARK, LLC	8,480.95	0.00	8,480.95
Total Outstanding Checks.....				8,517.66		8,517.66

COUNTRY GREENS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 8/1/21 to 9/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
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VALLEY NATIONAL BANK GF CHECKING NEW ACCOUNT - (ACCT#XXXXX9840)

CHECK # 3242

08/04/21	Vendor	COUNTRY GREENS CDD	062221	XFER EXCESS FUNDS TO MMA	Cash with Fiscal Agent	103000	\$60,000.00
Check Total							\$60,000.00

CHECK # 3243

08/04/21	Vendor	INFRAMARK, LLC	65812	JULY MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,613.50
08/04/21	Vendor	INFRAMARK, LLC	65812	JULY MGMT FEES	ProfServ-Field Management	001-531016-53901	\$1,691.67
08/04/21	Vendor	INFRAMARK, LLC	65812	JULY MGMT FEES	Postage and Freight	001-541006-51301	\$5.10
08/04/21	Vendor	INFRAMARK, LLC	65812	JULY MGMT FEES	Printing and Binding	001-547001-51301	\$88.70
08/04/21	Vendor	INFRAMARK, LLC	65812	JULY MGMT FEES	Office Supplies	001-551002-51301	\$90.00
08/04/21	Vendor	INFRAMARK, LLC	65812	JULY MGMT FEES	GO DADDY- RENEWAL	001-549915-51301	\$3.44
Check Total							\$7,492.41

CHECK # 3244

08/06/21	Vendor	SERVELLO & SONS, INC.	19772	LANDSCAPE MAINT- JULY 2021	Contracts-Landscape	001-534050-53901	\$14,628.17
Check Total							\$14,628.17

CHECK # 3245

08/06/21	Vendor	SITEX AQUATICS, LLC	5050B	LAKE MAINT- 3 WTRWAYS	Contracts-Aquatic Control	001-534067-53901	\$255.00
Check Total							\$255.00

CHECK # 3246

08/17/21	Vendor	CLARK & ALBAUGH, LLP	17587	JULY GEN COUNSEL	ProfServ-Legal Services	001-531023-51401	\$171.00
Check Total							\$171.00

CHECK # 3247

08/25/21	Employee	CATHERINE G. CATASUS	PAYROLL	August 25, 2021 Payroll Posting			\$184.70
Check Total							\$184.70

CHECK # 3248

08/25/21	Employee	ANNA L. HEINTZELMAN	PAYROLL	August 25, 2021 Payroll Posting			\$184.70
Check Total							\$184.70

CHECK # 3249

09/08/21	Vendor	FAST SIGNS	2060-1612	REMOVAL ALUMINUM LETTER & PAINT	R&M-Common Area	001-546016-53901	\$4,450.00
Check Total							\$4,450.00

COUNTRY GREENS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 8/1/21 to 9/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 3250							
09/08/21	Vendor	FEDEX	7-477-65063	AUG POSTAGE	Postage and Freight	001-541006-51301	\$132.62
Check Total							<u>\$132.62</u>
CHECK # 3251							
09/08/21	Vendor	GRAU & ASSOCIATES	21602	ARBITRAGE SERIES 2016 FYE 1/31/21	Arbitrage Series 2016 YE 1/31/21	001-531002-51301	\$600.00
Check Total							<u>\$600.00</u>
CHECK # 3252							
09/08/21	Vendor	INFRAMARK, LLC	66928	AUG MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,613.50
09/08/21	Vendor	INFRAMARK, LLC	66928	AUG MGMT FEES	ProfServ-Field Management	001-531016-53901	\$1,691.67
09/08/21	Vendor	INFRAMARK, LLC	66928	AUG MGMT FEES	Postage and Freight	001-541006-51301	\$4.59
09/08/21	Vendor	INFRAMARK, LLC	66928	AUG MGMT FEES	Printing and Binding	001-547001-51301	\$2.35
09/08/21	Vendor	INFRAMARK, LLC	66928	AUG MGMT FEES	R&M-Common Area	001-546016-53901	\$1,095.00
Check Total							<u>\$8,407.11</u>
CHECK # 3253							
09/08/21	Vendor	SERVELLO & SONS, INC.	19986	LANDSCAPE MAINT- AUG 2021	Contracts-Landscape	001-534050-53901	\$14,628.17
Check Total							<u>\$14,628.17</u>
CHECK # 3254							
09/08/21	Vendor	SITEX AQUATICS, LLC	5156B	LAKE MAINT- 3 WTRWAYS	Contracts-Aquatic Control	001-534067-53901	\$255.00
Check Total							<u>\$255.00</u>
CHECK # 3255							
09/10/21	Vendor	CLARK & ALBAUGH, LLP	17621	GEN MATTERS THRU AUG 2021	ProfServ-Legal Services	001-531023-51401	\$1,302.00
Check Total							<u>\$1,302.00</u>
CHECK # 3256							
09/10/21	Vendor	HOME DEPOT	1020862	AUG PURCHASE	R&M-Common Area	001-546016-53901	\$3.24
Check Total							<u>\$3.24</u>
CHECK # 3257							
09/15/21	Employee	ANNA L. HEINTZELMAN	PAYROLL	September 15, 2021 Payroll Posting			\$184.70
Check Total							<u>\$184.70</u>
CHECK # 3258							
09/23/21	Vendor	FEDEX	7-492-52361	AUG POSTAGE	Postage and Freight	001-541006-51301	\$15.22
Check Total							<u>\$15.22</u>
CHECK # 3259							
09/23/21	Vendor	FEDEX	7-500-31622	SEPT POSTAGE	Postage and Freight	001-541006-51301	\$18.25
Check Total							<u>\$18.25</u>

COUNTRY GREENS COMMUNITY DEVELOPMENT DISTRICT

Payment Register by Bank Account

For the Period from 8/1/21 to 9/30/21

(Sorted by Check / ACH No.)

Date	Payee Type	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
CHECK # 3260							
09/28/21	Vendor	INFRAMARK, LLC	67855	SEPT MGMT FEES	ProfServ-Mgmt Consulting Serv	001-531027-51201	\$5,613.50
09/28/21	Vendor	INFRAMARK, LLC	67855	SEPT MGMT FEES	ProfServ-Field Management	001-531016-53901	\$1,691.67
09/28/21	Vendor	INFRAMARK, LLC	67855	SEPT MGMT FEES	Postage and Freight	001-541006-51301	\$4.08
09/28/21	Vendor	INFRAMARK, LLC	67855	SEPT MGMT FEES	Printing and Binding	001-547001-51301	\$81.70
09/28/21	Vendor	INFRAMARK, LLC	67855	SEPT MGMT FEES	Office Supplies	001-551002-51301	\$90.00
09/28/21	Vendor	INFRAMARK, LLC	67855	SEPT MGMT FEES	ProfServ-Dissemination Agent	001-531012-51301	\$1,000.00
Check Total							\$8,480.95
ACH #DD273							
08/03/21	Vendor	SECO	071921 ACH	BILL PRD 6/14-7/15/21	Svc Period 6/14/21 to 7/15/21	001-543001-53901	\$442.85
ACH Total							\$442.85
ACH #DD274							
08/25/21	Employee	DAVID WARDEN	PAYROLL	August 25, 2021 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD275							
08/25/21	Employee	ALMA W. GRAHAM	PAYROLL	August 25, 2021 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD276							
08/25/21	Employee	CRYSTAL Y. JONES	PAYROLL	August 25, 2021 Payroll Posting			\$184.70
ACH Total							\$184.70
ACH #DD277							
09/01/21	Vendor	SECO	08172021 ACH	BILL PRD 7/15-8/14/21	Utility - General	001-543001-53901	\$797.57
ACH Total							\$797.57
ACH #DD278							
08/31/21	Vendor	SECO	081221 ACH	BILL PRD 7/12-8/10/21	Utility - General	001-543001-53901	\$287.64
ACH Total							\$287.64
ACH #DD279							
09/28/21	Vendor	SECO	091421 ACH	***Voided Voided****			\$0.00
ACH Total							\$0.00
ACH #DD280							
09/30/21	Vendor	SECO	091421 ACH 289.73	BILL PRD 8/10-9/10/21	Svc Period 6/14/21 to 7/15/21	001-543001-53901	\$289.73
ACH Total							\$289.73
Account Total							\$123,765.13

4B.

**COUNTRY GREENS
COMMUNITY DEVELOPMENT DISTRICT**

Motion: Assigning Fund Balance as of 9/30/21

The Board hereby assigns the FY 2021 Reserves as follows:

Operating Reserves	\$ 73,020
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4C.

RESOLUTION 2022-01

**A RESOLUTION REMOVING BOB KONCAR AS
SECRETARY AND APPOINTING GABRIEL MENA AS
SECRETARY OF THE COUNTRY GREENS COMMUNITY
DEVELOPMENT DISTRICT**

WHEREAS, the Board of Supervisors of the Country Greens_Community Development District desire to remove Bob Koncar Secretary and appoint Gabriel Mena as Secretary;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE COUNTRY GREENS
COMMUNITY DEVELOPMENT DISTRICT:**

1. Gabriel Mena is appointed Secretary

Adopted this 18th day of October 2021

Chairman

Secretary

4D.

Memorandum

October 6, 2021

TO: Board of Supervisors Country Green Community Development District
FROM: Bob Koncar
SUBJECT: Follow Up Yellowstone Landscaping Performance

Background:

At the August 23rd Board meeting the Board instructed Inframark to work with Chairperson Catusus to develop the records concerning Yellowstone's performance as it related to dead plant material and sod. Inframark has been researching the records and has put together all the relevant materials covering this issue. These records include:

- Excerpts from the Yellowstone contract relating to the scope of services for their work,
- emails from Inframark to Yellowstone,
- emails from Yellowstone to Inframark,
- emails from the Chairperson Catusus to Inframark
- review of field reports from Inframark identifying deficiencies in their work, especially as it relates to the dead plants and sod at the 44 entrance (January through June 21),
- review of Board meeting minutes January through August 2021,

These documents have been put into chronological order in attachment A. The Yellowstone scope of services is included in attachment B. This documentation forms the basis for the findings listed below.

Findings:

1. The Yellowstone contract has the following language in the scope of services:

"The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner"

Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense

A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week."

The contract language is clear that the Contractor (Yellowstone) is responsible for the cost of replacement of “turf areas, shrubs, ground cover ... damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner.”

2. Contractor Notification of the Problems:

Beginning in January 2021 Inframark notified the Contractor that there was dead and dying plant material and sod (due to the lack of water) at the entrance to 44 and requested they take action to remedy the problem. The February through June reports identified the same problem and requested action on their part.

Inframark also emailed the monthly field reports to Yellowstone in each month from January through May, with no response to the request to remedy this problem.

3. June 28th Board Meeting:

At this Board meeting Chairperson Catusus asked the District Attorney if there was any legal recourse open to the District relative to the problem of the dead turf and dead plant material. The Attorney responded that the District could pursue legal action.

Chronology of Events/Emails – County Greens Landscape Issue

Date	Email Subject and Discussion	Follow Up Requested
11/18/2020	Email from Jenny Elmore – Yellowstone – proposal for repair of main leak	Follow up on proposal
11/18/2020	Email from Ariel letting Scott Know that the front timer and Well has had the pressure switch for the pump replaced and the main line leak was capped.	
1/11/2021	Inframark field report to the Board identifying the fact that there is no sod in several places at the entrance to 44.	Requested Yellowstone to provide a proposal to replace the sod.
1/20/2021	Email from Freddy to Jenny at Yellowstone transmitting the field report for January noting the dead sod at the 44 entrance and the need for them to bring proposals to remedy.	Respond to field report showing dead sod at the 44 entrance.
2/5/2021	Inframark field report to the Board identifying the fact that there is dead sod at the entrance to 44. Dead sod identified as the lack of irrigation.	Requested Yellowstone to follow up and bring proposals to replace the sod and make sure irrigation is being provided.
2/15/2021	Email from Jenny and Paul at Yellowstone transmitting the February field report showing the dead sod at the 44 entrance.	Requesting proposal to remedy the dead sod issue at the 44 entrance.
3/23/2021	Inframark field report to the Board identifies the fact that there is dead sod at the entrance due to lack of irrigation.	The proposal to replace the sod is still pending.
4/6/2021	Email from Freddy to Todd Kendall requesting Todd to check the electrical connection at the irrigation pump.	Todd to follow up on electrical connection
4/6/2021	Email from Jenny Elmore – Yellowstone to Freddy letting him know there is a problem with the irrigation system.	Request that Freddy follow up on the irrigation system.
4/6/2021	Email from Freddy to Jenny letting her know that he will send the electrician out to inspect the pump.	Todd Kendall made the repairs that week. Todd also identified a problem with Seco Energy and their power connection.
4/8/2021	Todd Kendall was onsite checking the pump. He made repairs and requested that the meter be serviced by the SECO check the voltage.	
4/12/2021	Inframark field report provided to the Board identifying dead sod at the 44 entrance due to lack of irrigation.	No proposal to replace the sod has been provided by Yellowstone.

4/12/2021	Email from Freddy to Jenny and Paula at Yellowstone transmitting the April field report showing no response to the dead sod at the 44 entrance.	Requesting action to the dead sod at the 44 entrance.
4/15/2021	Email from Freddy to Ana requesting her to contact Seco Energy check the meter and electrical connection at the pump, it is not getting sufficient power.	Ana followed up with Seco to make the necessary repairs and they were completed.
4/15/2021	SECO confirmed they received the trouble call on the voltage issue. They send out a technician and checked the voltage issue and let the guard at the guard shack know that there was no problem with the voltage.	
4/20/2021	Email from Angel Montagna to Chairperson Catusus letting her know that someone was on site today and took pictures and that our electrician will be out there tomorrow.	
4/21/2021	Email from Todd Kendall to Angel Montagna letting her know he was on site and checked the electrical and the voltage needs to be addressed by the power company. He has let Freddy know.	
4/21/2021	Email from Freddy to Chairperson Catusus letting her know that the electrician was on onsite today and that the Power Company was contacted today to come and address the voltage issues.	
4/29/2021	Todd Kendall checked the pump to make sure that it was functioning properly.	No follow up was indicated.
4/29/2021	Email from Paul Villavicencio of Yellowstone to Freddy asking does he know who keeps turning the breaker off to the irrigation pump.	
5/4/2021	Scott Clark sent a certified letter to Yellowstone Landscape notifying them that their contract was terminated as of May 31, 2021.	
5/19/2021	Email from Chairperson Catusus to Inframark requesting that we follow up with Yellowstone on the dying landscape in the center island at the main entrance.	
5/21/2021	Email from Freddy to Paul Villavicencio of Yellowstone advising him that there is a lack of irrigation and the plants and sod are dying at the main entrance. Email was time stamped at 1:41 pm.	Request Yellowstone to act on the issue.

5/21/2021	Email from Paul Villavicencio of Yellowstone to Freddy advising him that their irrigation team was onsite yesterday and advising Freddy that someone is messing with the breaker causing irrigation problems. He mentions that he had sent Freddy an email on 4/29/2021 concerning the issue and he did not receive a response. The email was time stamped at 2:02 pm, this was in response to the email from Freddy at 1:41 pm.	Notification
5/21/2021	Email from Paul Villavicencio of Yellowstone to Freddy advising that the irrigation pump is turned off. The email was time stamped at 3:34 pm, this was in response to the email from Freddy at 1:41 pm.	Letting Freddy know that the irrigation pump is turned off.
5/21/2021	Email from Paul Villavicencio of Yellowstone to Freddy letting him know that their team and Manager has been onsite to inspect the irrigation issue. He states that they continue to have problems with the irrigation system and possibly someone turning the system off. The box is locked and they have a key. Email is time stamped 5:07 pm.	Requested that Freddy have an electrician come to the site and check out the breaker and wiring.
5/21/2021	Email from Jose Guerrero to Freddy with a timestamp of 12:29 pm, letting Freddy know that the irrigation system is not working.	
5/24/2021	Email from Chairperson Catasus requesting follow up on May 19 th email about dying plants.	
5/24/2021	Email from Freddy to Paul Villavicencio letting him know that the electrician had been on site and that the problem with the irrigation system was not electrical and that the system was off. He asked Paul to make sure that the system is working properly.	
5/24/2021	Email from Paul Villavicencio to Freddy letting him know that their irrigation team cannot be onsite tomorrow but will be available on Friday.	
5/24/2021	Email from Paul Villavicencio to Chairperson Catasus letting her know that the dead annuals were pulled, and they are scheduling new ones to be installed.	
5/24/2021	Email from Chairperson Catasus to Paul Villavicencio asking how often is the irrigation system checked and asking why their team has not	

	noticed that the flowers were dying? She requests that the flowers be replaced at no charge to the District and that the irrigation system be fixed.	
5/27/2021	Email from Freddy to Ana requesting that she contact the power company because the meters (at Country Green) are out of service.	
5/27/2021	Inframark field report that identifies dead sod at the entrance to 44 due to lack of irrigation.	Yellowstone needs to replace sod and make sure irrigation is working.
6/10/2021	Email from Chairperson Catasus to Inframark checking on irrigation at the main entrance and stating that the pump must be down and asking if this was the one, we just repaired?	Requesting follow up
6/10/2021	Email from Freddy letting to Chairperson Catasus letting her know that he has a meeting with Servello on the 11 th as the main entrance to inspect the main entrance and pump system.	Freddy responded to the email.
6/28/2021	June Board meeting minutes - Chairperson Catasus noted in the meeting that Yellowstone had replaced some dead plants at the front entrance, but the irrigation is still not working.	She asked the District Attorney if there was any recourse for the District against Yellowstone? He responded that the District could have some legal recourse.

EXHIBIT B

Scope of Services

1. Project Scope
 - 1.1 General Overview
 - 1.2 CDD Development
2. General Contractor Requirements and Procedures
 - 2.1 Operation Procedures
 - 2.2 Key Personnel
 - 2.3 Personnel Dress Code
 - 2.4 Personnel Conduct
 - 2.5 Safety Program
 - 2.6 Facility Location
 - 2.7 Subcontractors
 - 2.8 Consultants
 - 2.9 Document Control and Data Maintenance
 - 2.10 Verification of Data
 - 2.11 Ownership of Data
 - 2.12 Quality Control
3. Coordination
 - 3.1 General Coordination
 - 3.2 Contractor's Project Manager
4. Scheduled Operations and Maintenance
 - 4.1 Turf Care
 - 4.2 Shrubs/Ground Cover Care/Annuals
 - 4.3 Tree Care
 - 4.4 Irrigation System
 - 4.5 Little Removal
 - 4.6 Bush Hogging
5. Unscheduled Maintenance and Repairs
 - 5.1 General
 - 5.2 Damaged Facilities
 - 5.3 Emergency Repairs
 - 5.4 Unscheduled Maintenance
6. Administration/Maintenance/Operations Program
 - 6.1 General
 - 6.2 Administration
 - 6.3 Operations
7. Response Time
 - 7.1 General

1. PROJECT SCOPE

The Contractor shall provide landscape, irrigation and general grounds maintenance for Country Greens Community Development District.

1.1 General Overview

The district is a local special purpose government which was established pursuant an ordinance enacted, ordered and approved by Lake County.

The CDD areas to be included in this landscape and ground maintenance Scope of Services are generally defined as all the public lands within Country Greens. These areas and elements include public parks, roadway shoulder areas (landscape, irrigation, and sidewalks), stormwater management ponds, roadway bridges, culverts and headwalls. These areas are highlighted in light & dark blue, on the attached map.

2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

2.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and unless specified otherwise or directed by the Owner. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner. The Owner will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Owner.

2.2 Key Personnel

2.2.1 All work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Project Manager shall serve as the point of contact between the Owner and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

2.2.3 Contractor shall provide at least one (1) Field Supervisor to observe and monitor the daily activities including landscape, irrigation, and general grounds maintenance operations.

2.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

2.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Country Greens community and any other customer/party associated with the Country Greens Project are knowledgeable of the Project and the Services the Contractor is performing.

2.5 Safety Program

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

2.6 Facility Location

The Owner shall not provide a facility on the Project Site for the Contractor as part of this scope of Services. The Contractor shall, upon receipt of written approval from the Owner, be allowed to temporarily store, if necessary, its materials and equipment on site at an Owner selected location. The Contractor shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site.

2.7 Subcontractors

If the Contractor, as a part of the performance of its Services, elects to employ subcontractors, the following shall apply:

The contractor shall notify the owner of any subcontractors to be used on the property. The owner will have the right to reject any subcontractors.

- The Contractor shall be responsible for, and coordinate with, the services of any of its subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

2.8 Consultants

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the contract documents.

2.9 Document Control and Data Maintenance

2.9.1 Document Control

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A document log shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The log shall outline document titles and dates, the originator, received dates, and to/from information. This log shall be updated monthly and submitted to the Owner when requested.

2.9.2 Data Maintenance

The Contractor shall, after review with the Owner, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

2.9.3 Highlight Report

The Contractor shall provide to the Field Manager a highlight report identifying monthly maintenance and unscheduled maintenance activities for the previous month. The highlight report shall be provided 15 days prior to each Board meeting and shall contain information helpful to the District and its staff as it relates to all landscape maintenance issues.

2.9.4 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Owner.

2.10 Verification of Data

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Owner verbally and in writing, upon discovery.

2.11 Ownership of Data

It is to be understood that all data transmitted, and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole properties of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Project data, material, or equipment to the Owner immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Owner.

2.12 Quality Control

The Owner will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Owner's opinion does not meet the requirements of these specifications. Throughout the entire landscape, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Owner for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Owner. All replacements shall meet the current size, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Owner at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Owner.

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. A

monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

3. COORDINATION

The Contractor shall provide coordination with the Owner for all items associated with the requirements of this Agreement.

3.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner or the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a need-to-know.' The Owner shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the meetings of the Country Greens Board of Supervisors if requested to do so by the Owner. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day to day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation, and general maintenance at Country Greens is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a need-to-know is crucial to the success of the Project. While all parties involved with the Country Greens Project cannot be identified at this time, a partial list is provided as follows:

- CDD District Manager
- CDD District Engineer
- CDD District Representative
- CDD Aquatic Weed Control Maintenance Contractor
- Lake County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the Owner

3.2 Contractor's Project Manager

Contractor shall designate an onsite representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact between the Owner and the Contractor. This individual shall maintain at all times a

means of being contacted by the Owner (cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, as required in this Agreement. The Contractor shall make a complete site inspection of Country Greens, specifically the areas of CDD maintenance. The attached map includes maps identifying the general limits of CDD maintenance by area. All landscaping (entry features) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

4.1 Turf Care

4.1.1 Mowing

- a. All lawns, located in developed areas, including Zoysia St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times a year.
- b. Turf areas shall be cut to a height of no more than three (3-4) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.

- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as detailing of plant beds (once every three weeks). All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufactures guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance, Clippings shall not be blown or swept into drainage basins or ponds.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Owner.

4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise unmowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within 6" of any vinyl fence posts and for crack weeds on roadways and sidewalks. All other chemical use will not be permitted unless approved by Owner.

4.1.4 Weed and Disease Control

- a. Two (2) applications (full coverage) of weed and disease/fungus control shall be provided in the month of March and November of each year for all St. Augustine and Bahia areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be preformed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 4.2.2.
- b. Turf areas shall be continuously monitored for infestations of disease/fungus, and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.

- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for Zoysia, St. Augustine. Bahia shall be fertilized three (3) times per year upon request. Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site conditions. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days for Phase 1 in its entirety.
- e. All fertilizers shall be kept out of canals and stormwater retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MSDS sheets for any

changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for Zoysia and St. Augustine, and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Owner, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Owner. These areas will be monitored and, as directed by the Owner, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

4.2 Shrubs/Ground Cover Care

4.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of every two (2) weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.

- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

4.2.2 Annuals

Contractor shall be responsible for pricing installation of four (4) annual rotations. All annuals shall be 4" container-grown Grad "A: plants with multiple blooms at the time of installation. All prices should be including soil amendments, mulch, labor, taxes, etc. association with installation. All plants should be in bloom at time of planting. Specific colors and varieties shall be mutually agreed upon prior to installation. Contractor is responsible for the spacing of seasonal plants as shown below:

- a) Distance away from curbs, turf lines, etc. annuals 10"
- b) On center (o.c.) spacing, annuals 10"
- c) November and December, place order early

4.2.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.
- d. Spray of weeds in street cracks, between curb and asphalt at all roads and any CDD sidewalks within the maintenance area.

4.2.4 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.
 - 3. Two percent iron - minimum.
 - 4. Two percent magnesium - minimum.
 - 5. One percent magnesia - minimum.
 - 6. Three percent phosphorous - minimum.
 - 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.

- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

4.2.5 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October, and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with federal, state, and county directives on environmental control and carry an EPA approval number.
- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.

- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

4.2.6 Mulching

Premium grade pine bark mulch shall be installed once a year in November at a depth of 1½” to 2”. Mulch in excess of 2” shall be removed from the planting areas.

4.2.7 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

4.2.8 Annuals

December through March

A combination of pink petunias, dusty miller and holiday poinsettias. Replace Poinsettias with Dwarf (Sonnet, Snapshot or similar) snapdragons after the holidays or when the poinsettias decline

April through June

Plant a combination of purple Angelonia, red Salvia and Dwarf Zinnias(of the Profusion or Zahara series)

July through November

Beds of a blend of Pentas colors or single colors or a combination of Pentas, Dwarf Zinnias(of the Profusion or Zahara series), Farinacea Salvia, and Torenia

November and December

Red and white petunias

** Alternatives could include Begonias, Sunpatiens, Marigolds, Wheat Celosia, Joseph’s coat or Geraniums

4.3 Tree Care

Tree care shall pertain to all trees located in CDD common areas and rights-of-way.

4.3.1 Pruning

- a. Street tree pruning shall occur on all of the trees 2 times per year on a rotating schedule. The trees shall be thinned and lifted in order for the trees to mature structurally to avoid traffic notching and a top heavy appearance. Larger live branches may have to be removed. Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately.

Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.

- b. All street trees shall be pruned over roadways on an as needed basis to a minimum height of 14' to allow for emergency vehicle access and minimum height of 8' over sidewalks for pedestrian access and 5' away from any structure, building or residences trees shall be pruned away from street lights to allow for proper roadway lighting. Lifting of trees shall be kept consistent for proper tree character.
- c. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
 - Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
 - Crape Myrtle - Crape Myrtles shall be trimmed on the sides.
 - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
 - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided.
 - Ligustrum - Hand clipped for natural form. Severe shearing into "globes" shall be avoided, unless directed by the Owner.
 - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
 - All Palms - Condition and appearance of booted trunks shall be monitored monthly and clean-up/boot removal shall be provided as directed by the Owner. Once the fronds have drooped to a 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 9:00 to 3:00 angle. Fronds shall be removed a minimum two (2) times per year.
- d. Trees located in buffer areas shall be pruned once (1) per year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
- e. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- f. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.

- g. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- h. Selective pruning and shaping shall be performed as needed to expose landscape lights. Street lights and regulatory signage.

4.3.2 Fertilizer

Trees shall be fertilized as per the requirements of 4.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

4.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4.

4.3.4 Mulch

All individual isolated trees shall have their tree ring re-mulched as per requirements of 4.2.5.

4.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

4.4 **Irrigation System**

4.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be updated monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

4.4.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once per month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
 - Fix any broken pipes, valves or irrigation heads the same day of inspection.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- c. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
- d. Notify the Owner if there are any major repairs, such as mainline or controller to be fixed.

4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- c. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean.
- d. All repairs shall be done in a timely manner.
- e. The CDD will pay for materials, no labor except as indicated on 4.4.2 d

4.5 Litter Removal

4.5.1 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

4.6.2 Road Right-of-Way, Ponds.

Contractor shall monitor all road rights-of-way, storm water ponds, and parks areas once weekly to collect any litter and dispose litter off-site.

4.6 Bush Hogging

Contractor shall perform the services 2 times per year in a timely, workman-like manner as indicated in the maintenance map.

- Contractor shall mow all grass, weeds and brush including moving around all obstacles, up to three inches (3") in diameter, leaving no ridges of high or uncut grass.
- Trimming/Cutting/Raking. Contractor shall trim all bushes and unsightly branches, cut large tree limbs that have fallen or logs, rake and remove heavy concentrations of yard clippings, small debris and fallen leaves and/or branches.
- Garbage, debris and waste removal. Contractor shall pick up and remove all garbage, rubbish, debris, trash and waste materials, including but not limited to cans, bottles, loose papers, dead tree limbs, grass and brush clippings, abandoned/broken/unused household appliances, furniture, and other like items.

5. UNSCHEDULED MAINTENANCE AND REPAIRS

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

5.1 General

The Contractor shall be responsible for all repairs within all limits of work, within the Country Greens Community unless otherwise directed by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's

election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials,

and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

5.2 Damaged Facilities

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Owner as soon as possible. If the Owner elects to have the Contractor perform the repair, the Owner shall issue a Work Authorization to the Contractor to proceed with the repair.

5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.
- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

5.3 Emergency Repairs

5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.

5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.

- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

The Owner shall use the contractor's labors to revise the irrigation or hardscape at times. The Owner will compensate the Contractor by trading irrigation reviews, as accepted by both parties.

5.4 Unscheduled Maintenance

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.

6. RESPONSE TIME

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

7 General

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this agreement.

Response time, unless otherwise directed by the Owner, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs – 2 days
- Emergency repairs – same day
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Owner shall, at the Contractor's sole expense, provide the requested services.

7.1 **Emergency Response Program**

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills
- Additionally, the ERP shall address the following:
- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the Country Greens community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

Fifth Order of Business

5Ai.

A photograph of a small waterfall cascading over a rocky ledge into a pool of water. The words "SORRENTO SPRINGS" are overlaid in a large, stylized, light-colored font across the middle of the image. In the background, there is a wooden fence and dense green foliage. In the foreground, there are some large, smooth, light-colored rocks and green grass.

SORRENTO SPRINGS

Country Greens CDD 9/28/21,
2:01 PM

Tuesday, September 28, 2021

28 Issues Identified



Item 1

Assigned to Servello

Provide trimming service on the bottom of the 12 trees at Main entrance



Item 2

Assigned to Sitex

Provide service for the three ponds located at the main entrance (algae control)



Item 3

Assigned to Servello

Irrigation leak behind the small pond located near to security guard house.



Item 4

Assigned to Servello

Provide weeds control to the Jazmin at the main entrance



Item 5

Assigned to Inframark

Provide Proposal for installation 22 LED lamps.



Item 6

Assigned to Servello

Provide Trimming service to the pump access. Behind the pond next to the security guard house



Item 7

Assigned to Servello

Provide Proposal for remove dead small plants and install 26 new one



Item 8

Assigned to Servello

Dead tree removal not completed at all.



Item 9

Assigned to Servello

Some section of the Bed behind the PVC fence shows a complete absence of service (weeds control)



Item 10

Assigned to Servello

Trimming service along the 44 is not completed at all.



Item 11

Assigned to Servello

Dread pine tree removal service in not completed.



Item 12

Assigned to Inframark

Provide Proposal for Storm drains reinstalled at Tuscany Ave.



Item 13

Assigned to Servello

Mowing service not completed at all at Tuscany Ave. (This is the second time that Inframark asks Servello to complete the service)



Item 14

Assigned to Servello

Mowing service not completed at all at Marbella Dr.



Item 15

Assigned to Inframark

Provide Proposal for installation on the new led Light at the 437 entrance.



Item 16

Assigned to Inframark

Provide Proposal for installation of 12 led lamps at the 437 entrance.



Item 17

Assigned to Servello

Mowing service not completed at all in the section behind the PVC fence at the 437 entrance



Item 18

Assigned to Servello

Mowing service not completed at all at the section behind the PVC fence at 437.



Item 19

Assigned to Servello

Dead tree removal service not completed at the 437 entrance.



Item 20

Assigned to Servello

Poor Weeds control service in some beds section of the 437.



Item 21

Assigned to Inframark

Provide Proposal for installation of LED lamps.



Item 22

Assigned to Servello

Mowing service not completed at all in some areas behind the PVC fence along the 437



Item 23

Assigned to Servello

Weeds control Servello not completed at all next to the PVC fence along the 437



Item 24

Assigned to Servello

Mowing service not completed at all in some areas behind the PVC fence at the 437



Item 25

Assigned to Servello

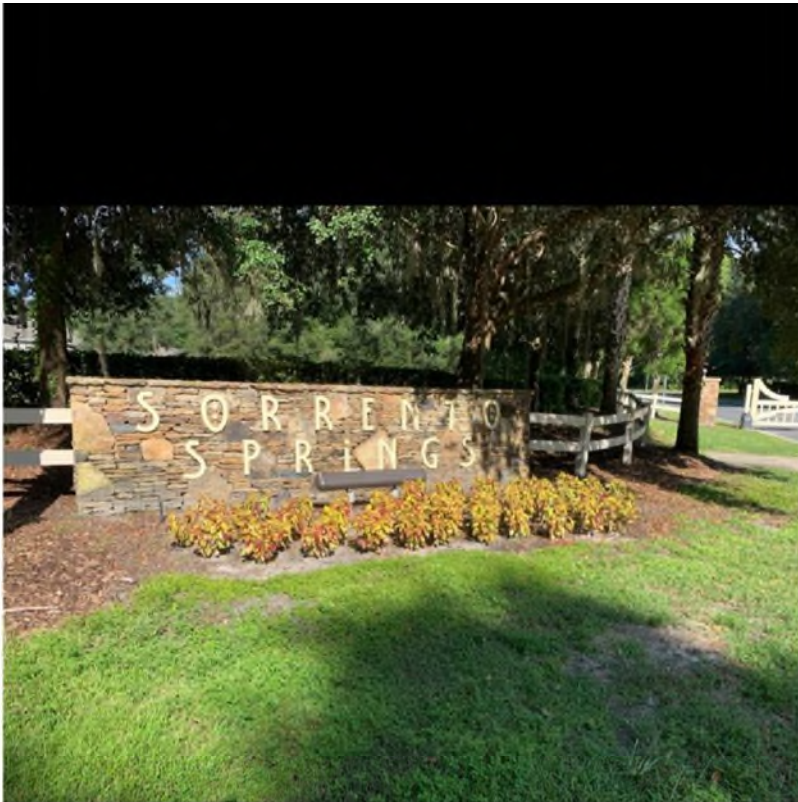
Dead pine tree removal service is not completed at all at Tarragona Dr.



Item 26

Assigned to Servello

Trimming Service Around The Storm Drain Located At Campanero Dr. Is Not Completed



Item 27

Assigned to Servello

Annuals flowers installation at the Campanero Dr entrance is completed.



Item 28

Assigned to Servello

Mowing service around the two dry pond at Campanero Dr. is completed

7/13/20

Freddy B
Inframark

5Aii.

Country Greens CDD



Monthly Report

Inspection Date: 10/1/2021

Prepared For:

Freddy Blanco

Inframark

Prepared By:

Brian Fackler

P: 407-402-6536

E: bfackler@sitexaquatics.com



Monthly Report

Pond 1



Pond 1 had cattails that were growing in the pond removed. There is a follow up treatment scheduled for the algae and underwater vegetation

Ponds 2, 3



Pond 2 is relatively clean with minimal shoreline vegetation. Pond 3 has a large water meal bloom and this is also scheduled for treatment this week.



Monthly Report

Ponds

- 1- Had Cattails manually removed
- 2- grasses treated
- 3- Watermeal follow up treatment



Monthly Report

MONTHLY SUMMARY

All ponds on the property were treated for aquatic midges. All ponds were treated for shoreline vegetation and algae as needed. Pond number 2 has been fogged for adult midges This month and in March. Please don't hesitate to reach out to me or my staff. Have a great day!

Regards
Brian Fackler
Field Operations Manager
Sitex Aquatics llc