



Rizzetta & Company

Panther Trails Community Development District

**Board of Supervisors' Meeting
November 14, 2019**

**Carriage Pointe Clubhouse
11796 Ekker Road
Gibson, FL 33534**

www.panthertrailscdd.org

PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT AGENDA

To be held at the Carriage Pointe Clubhouse, 11796 Ekker Road, Gibsonton, FL 33534

District Board of Supervisors	Carrie Macsuga	Chairman
	Jennifer Murray	Vice Chairman
	Daniel Smith	Assistant Secretary
	Jacquelyn Nelson	Assistant Secretary
	Vacant	Assistant Secretary
District Manager	Greg Cox	Rizzetta & Company, Inc.
District Attorney	Scott Steady	Burr Forman, LLP
District Engineer	Greg Woodcock	Cardno TBE

All cellular phones and pagers must be turned off during the meeting.

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

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

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

PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 12750 Citrus Park Lane, Suite 115, Tampa, FL 33625
www.panthertrailscdd.org

November 6, 2019

Board of Supervisors
Panther Trails Community
Development District

AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of Panther Trails Community Development District will be held on **Thursday, November 14, 2019 at 5:30 p.m.** at the Carriage Pointe Clubhouse, located at 11796 Ekker Road, Gibsonton, FL 33534. The following is the agenda for the meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ITEMS**
 - A.** Ratification of Landscape Contract Tab 1
 - B.** Consideration of Resolution 2020-01; Amending
2018-2019 Budget Tab 2
- 4. SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

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

Sincerely,

Greg Cox

Greg Cox
District Manager

cc: Carrie Macsuga, Chairman
Scott Steady, District Counsel

Tab 1

**LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN
PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT AND
LANDSCAPE MAINTENANCE PROFESSIONALS, INC.**

THIS AGREEMENT ("Agreement") is made and entered into this 14th day of November, 2019, by and between:

Panther Trails Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Manatee County, Florida, and having offices at c/o Rizzetta & Company, Inc., 9428 Camden Field Pkwy, Riverview, Florida 33544. ("District"); and

Landscape Maintenance Professionals, Inc. a Florida corporation, whose address is 13050 East U.S. Highway 92, Dover, FL 33527 (the "Contractor", and collectively with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, by ordinance of the Board of County Commissioners of the Manatee County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District desires to retain an independent contractor to provide landscape maintenance services for lands within the District as further identified in this Agreement; and

WHEREAS, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services as further described in **Exhibit A**, the Scope of Services attached hereto, and incorporated herein ("Landscape Maintenance Services"); and

WHEREAS, the District finds that entering into this Agreement with Contractor to provide landscape maintenance services is in the best interest of the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. DESCRIPTION OF WORK AND SERVICES.

- A.** The District desires that the Contractor provide professional landscape maintenance services within presently accepted standards. Upon all parties executing this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- C.** The Contractor shall provide the professional services as described in Paragraph 3 of this Agreement.
- D.** If Contractor uses subcontractors to provide the services identified in this Agreement, the Contractor shall notify the District in writing five (5) days prior to the subcontractor's commencement of such services. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

3. SCOPE OF LANDSCAPE MAINTENANCE SERVICES. The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as **Exhibit A** ("the Work"). Contractor agrees to provide such services for those areas identified in the Service Area Map attached hereto as **Exhibit C**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

- A.** Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B.** The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C.** The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

 - (1)** The District hereby designates the District Manager to act as its representative.
 - (2)** The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
 - (3)** If the District Representative identifies any deficient areas, the District Representative shall notify the Contractor and the Contractor shall remedy the deficiencies within the time period specified by the District Representatives, or if no time is specified, prior to the date of the next inspection.
- D.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

- F. Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements.
- G. Contractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction. Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Work.
- H. Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- I. Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements.

5. ACCEPTANCE OF SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the bid, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, and except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism. Upon the occurrence of any such exceptions, Contractor shall immediately notify the District. Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or that the site was unsuitable for such landscaping.

6. COMPENSATION; TERM. The District agrees to pay Contractor for the satisfactory performance and completion of the Work, in an amount not to exceed the total sum of \$137,614.00 per year as detailed in the Contractor's Bid Form attached hereto as Exhibit B, payable in installments as detailed below. The Work shall commence upon execution of this Agreement and shall continue for a period of thirteen (13) months ("**Initial Term**"), unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below. As compensation for satisfactory performance and completion of the Work described in Parts 1 and 4 of Exhibit B, the District agrees to pay the Contractor \$10,070.83 per month during the Initial Term and, if the Agreement is renewed pursuant to Section 5(B), \$10,070.83 per month during the First Annual Renewal and \$10,070.83 per month during the Second Annual Renewal. Such compensation covers only the items specified in Parts 1 and 4 of the Contractor's Bid Form. Additionally, as compensation for the satisfactory performance and completion of Work specified in Parts 2 and 3 of Exhibit B, the District agrees to pay Contractor in accordance with the pricing and schedule let forth in Parts 2 and 3 of Exhibit B within 30 days of receipt of any and all documentation reasonably required by the District to confirm that the services have been provided and the Work performed in accordance with this Agreement to the satisfaction of the District. Contractor shall not perform mulching or annual installation services listed in **Exhibit B** without the prior written approval of the District.

A. This Agreement may be renewed for two (2) additional one (1) - year terms at the prices provided in Section 5(A) and Exhibit B. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.

B. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services in accordance with the prices set forth in **Exhibit B**. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Price Quotation, or, if not identified, as negotiated between the District and the Contractor.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of

Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- D.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.
- E.** Subject to the terms herein, Contractor will promptly pay all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District.

7. INSURANCE.

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

 - (1)** Worker's Compensation Insurance in an amount the greater of the amount pursuant to the law of the State of Florida or \$1,000,000 per occurrence / \$1,000,000 aggregate / \$1,000,000 per disease.
 - (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and

property damage liability, and covering at least the following hazards:

- (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- (5) Umbrella Excess Liability Insurance to cover any liability in excess of the limits of coverage already required and with limits of at least \$2,000,000 per occurrence and \$2,000,000 on aggregate.

B. The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor 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.

8. INDEMNIFICATION.

A. Obligations under this section 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.

- B.** Contractor agrees to indemnify, defend, and hold harmless the District and its supervisors, managers, attorneys, staff, officers, agents and employees from any and all liability, claims, actions, suits, damages, costs, or demands by any person, corporation, or entity for or related to injuries, death, or property damage of any nature whatsoever, caused by, arising in whole or in part out of, or in connection with, the acts or omissions of the Contractor or any Subcontractor, or any of the Contractor's or Subcontractor's officers, directors, agents, assigns, employees, or representative, pursuant to this Agreement and the performance of the Work. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 8.
- C.** Contractor agrees to assume the entire liability for all claims of personal injury and wrongful death suffered by their own employee asserted by person allegedly injured in connection with the Work, and hereby waive any limitation of liability whatsoever, including but not limited to limitations based upon the Workers Compensation Act. Contractor agrees to indemnify, hold harmless and defend Owner and its respective agents, contractors and employees from and against any and all loss, expense, damage or injury including court costs and reasonable attorney's fees sustained as a result of all such claims of personal injury and /or wrongful death.

9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or 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

or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

10. ENVIRONMENTAL ACTIVITIES. The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.

11. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party under this Agreement 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 Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

15. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity

to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall 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.

16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such written approval shall be void.

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

20. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

21. AGREEMENT. This instrument, together with its Exhibit(s), shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

22. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

24. NOTICES. All notices, requests, consents and other communications under this Agreement ("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:

A. If to the District: Panther Trails Community Development
District c/o Rizzetta & Company, Inc.
9428 Camden Field Pkwy, Riverview, FL33578
Attn: District Manager

With a copy to: Burr Forman
201 N. Franklin St., Suite 3200
Tampa, FL 33602
Attn: Scott Steady

B. If to the Contractor: Landscape Maintenance Professionals, Inc.
13050 East U.S. Highway 92 Dover, FL 33527
Attn: Scott Carlson

Except as otherwise provided in this Agreement, 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 Agreement 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 Contractor may deliver Notice on behalf of the District and the Contractor. 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.

25. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any

right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

26. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

27. TERM; EFFECTIVE DATE. This Agreement shall be effective November 14, 2019 ("Effective Date") and shall remain in effect until October 31, 2020, unless sooner terminated by either of the District or the Contractor in accordance with the provisions of this Agreement or unless renewed as provided herein.

28. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such by the Contractor, in accordance with Florida law. As such, the Contractor must 1.) keep and maintain public records required by the District to perform the service; 2.) upon request by the District's Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3.) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4.) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or the Contractor must keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the Microsoft Word or in Adobe pdf format. Contractor acknowledges that the designated Public Record Custodian for the District is Rizzetta & Company.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (813) 933-5571, OR BY EMAIL AT GCOX@RIZZETTA.COM, OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33525.

29. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the

remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

30. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

31. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**PANTHER TRAILS
COMMUNITY DEVELOPMENT DISTRICT**

Gregory B. Cox
Secretary/Assistant Secretary

Ami Matuska
Chairperson, Board of Supervisors

**LANDSCAPE MAINTENANCE
PROFESSIONALS, INC.,
a Corporation**

Miguel Mares
By: Miguel Mares

By: Art A. Cl-
Its: V.P./6.M.

**Exhibit A: Scope of Services
Exhibit B: Contractor Bid Document
Exhibit C: Service Area Map**

Exhibit A
Scope of Services

EXHIBIT A
SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

1) MOWING – All grass areas will be mowed on the following schedule:

MARCH 1 – NOVEMBER 1 – Once a week

NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41 – 45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, debris clearing, and general detailing of property, etc.) Notwithstanding the above, at no time will the grass be allowed to grow beyond a maximum height of five (5) inches. Each mowing should leave the Bahia & St. Augustine grass at a height of three (3) to four (4) inches. Do not remove more than 1/3 of the height of the leaf blade at any one mowing. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass after mowing. Otherwise large clumps of clippings **MUST** either be collected and removed by the CONTRACTOR **OR** be left to dry out on the lawn for no more than one day and then re- distributed across the lawn. This is to re-introduce nutrients in the clippings back into the soil system. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within twenty-four hours from the time the damage is caused at his sole cost and expense. Where low-lying, swale areas are present and standing water will prevent mowers accessibility for several weeks throughout the year, Contractor will be responsible for line-trimming these areas during each and every mow event. Contractor is to include in his proposal, any and all necessary equipment, protective clothing or any other gear necessary for crews to perform this work. No "extras" will be billed to the District. Contractor shall be responsible for training all its personnel in the technical aspects of Panther Trails CDD's Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING - All ponds identified as such on the overall Panther Trails Maintenance Exhibit shall be mowed incorporating the same mowing schedule as the common areas stated above. Line trimming at water's edge, control structures, mitered end sections and any other storm water structures shall occur each and every time the pond is mowed. Contractors are required to include the initial cleanup cost in their bids as there may be several structures which have not been maintained. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. This is slightly higher than the mow height in common area Bahia plantings in flatter areas to minimize pond bank erosion. Pond banks will be mowed and trimmed to water's edge. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the lake bank and increase the chances for pond

bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher). Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash debris of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, sidewalks, bike paths, trails, etc.) shall be vertically edged at each and every mowing event and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged a minimum of every other week. All edging shall be performed to the sole satisfaction of the DISTRICT. **Chemical edging shall not be permitted anywhere on property.** All edged material shall be removed and blown off all hard surfaces immediately after being edged or mowed.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN TWENTY-FOUR HOURS OF NOTICE BY DISTRICT. CONTRACTOR SHALL COMPLETE ALL LAWN MAINTENANCE ACTIVITIES (i.e., MOWING, EDGING, LINE TRIMMING, BLOWING OFF SIDEWALKS, BOARDWALKS, DRIVEWAYS, CURB & GUTTERS, ETC.) IN RELATIVELY SMALL, MANAGEABLE SECTIONS. THE ENTIRE PROPERTY (OR DESIGNATED SECTIONS) MUST BE MOWED, EDGED, LINE-TRIMMED AND ALL DEBRIS BLOWN OFF ALL PAVEMENT IN THE SAME DAY. CONTRACTOR IS NOT TO LEAVE GRASS CLIPPINGS, TRIMMED WEEDS, TURF, DIRT OR DEBRIS ON ANY SURFACES FOR MORE THAN TWO HOURS. IF A MOWING EVENT IS MISSED, EVERY EFFORT SHALL BE MADE TO PERFORM THE MOWING SERVICE THE SAME WEEK (INCLUDING SATURDAYS WITH PRIOR APPROVAL). IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROVIDE THE DISTRICT A CREDIT FOR FUTURE SERVICES OR ADD A MOWING EVENT TO BE PROVIDED AT A LATER DATE. THE DISTRICT SHALL DETERMINE WHETHER THE CREDIT OR EXTRA MOWING SHALL BE USED.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Water shoot growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Contractor is responsible for the removal of all branches and limbs up to a 4" diameter and up to a 15' height to keep them from encroaching onto buildings (including roofs), signage structures, play structures, fences & walls, as well as pruned to prevent street lights and traffic signage from being blocked. Additionally, trees shall be pruned over sidewalks, nature trails, parking lots and roadways so as not to interfere with pedestrians or cars. (This is to include maintaining at all times a minimum clearance of ten feet (10') over sidewalks and other pedestrian walkways and fifteen feet (15') over roadways and ROW's. All moss hanging from trees (as well as all ball moss) shall be removed up to a height of 15' from **all trees** on an **as-needed basis**. However, during the dormant season, ALL Crape Myrtles (and other small, ornamental trees, i.e., East Palatka Hollies, Bald Cypress, Tree Ligustrum, Loblolly Bay, etc.) shall have ALL mosses removed from the entire tree regardless of height. Crape Myrtles are not to be "hat racked" at any time.

Pencil pruning is the preferred method of Crape Myrtle pruning and should be performed after threat of frost has passed.

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Panther Trails. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. Contractor shall sterilize all pruning equipment prior to pruning the next shrub grouping; particularly when fungal diseases are known to be present. All clippings and debris from pruning will be carted away at the time pruning takes place. It is of utmost importance that all plant material within clear site lines and visibility triangles at roadway intersections and medians is maintained at or below the required heights. It is the Contractor's responsibility to bring to the attention of the District all areas that are not in compliance. If pruning will bring the area into compliance, then the Contractor, after conferring with District's representative, will proceed with the pruning activity. However, if pruning will NOT bring the area into compliance (perhaps due to permanent existing grades), then another solution will need to be proposed and executed.

Palms: All palms (regardless of height) shall receive pruning as often as necessary to appear neat and clean at all times. This includes the removal of brown and/or broken fronds and inflorescence. Removal of green or even yellowing fronds is unnecessary. Fronds should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. Contractor shall sterilize all pruning equipment prior to pruning the next palm, paying careful attention when pruning Medjool, Sylvester, Reclinata and Canary Palms (if present).

Any palms on the pool deck (and all other plant material, in general, on the pool deck) shall be inspected during every maintenance visit and pruned as necessary in order to keep this area safe, neat and attractive at ALL times.

4) WEEDS AND GRASSES – All groundcover and turf areas shall be kept reasonably free of weeds and grasses, and be neatly cultivated and maintained in an orderly fashion at all times. This may be accomplished by carefully applied applications of pre & post emergent herbicides as part of fertilizer mixtures and post-emergent herbicide spot treatments on an as- needed basis. Condition of turf is to be determined by the DISTRICT at its sole discretion. All shrub and bed areas shall be maintained each mowing service by removing all weeds, trash and other undesirable material and debris (leaf and other) to keep the area neat and tidy. All ornamental beds, hedge areas and tree rings shall be kept weed (and sod) free throughout the year. This is to be accomplished through hand pulling or the careful application of a post- emergent herbicide. **AT NO TIME SHALL POST-EMERGENT HERBICIDES BE**

PERMITTED WHEN WEEDS HAVE ESTABLISHED THEMSELVES AS TO DOMINATE PLANTING BEDS. HAND PULLING MUST BE PERFORMED.

NON-SELECTIVE, POST-EMERGENT HERBICIDES SHALL NEVER BE USED TO CONTROL WEED/SOD GROWTH AROUND STRUCTURES OF ANY TYPE (I.E. STREET SIGNS, UTILITY BOXES, STREET LIGHTS, PAVEMENT, TREE RINGS, ETC.) THE FIRST OFFENSE WILL RESULT IN A VERBAL WARNING; THE SECOND OFFENSE WILL RESULT IN A SECOND VERBAL WARNING AND THE BOARD OF SUPERVISORS FOR THE DISTRICT WILL BE NOTIFIED; THE THIRD OFFENSE MAY TERMINATE THIS CONTRACT FOR CAUSE AT THE DISTRICT'S DISCRETION.

The CONTRACTOR shall be responsible for the replacement of ornamental plants killed or damaged by herbicide application. All fence lines shall be kept clear of landscape shrubs growing through, weeds, undesirable vines and overhanging limbs.

5) MAINTENANCE OF PAVED AREAS – All paved areas shall be kept weed & debris free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas. Contractor is not to use non-selective herbicides to eradicate weeds in curblines or sidewalk expansion joints where the chemical can travel back into the turf causing regularly spaced dead patches behind the curbs and sidewalks. **The same procedure will be used for this offense as is used above with the use of a non-selective herbicide.**

6) CLEAN UP – At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings shall be blown off sidewalks, streets and curbs within a relatively short time frame and are not to be left for more than two hours. Also grass clippings shall be blown into turf areas, never into mulched bed areas or tree rings as these are to be maintained free of grass clippings. Grass clippings at highly trafficked areas (i.e., tennis courts, clubhouse sidewalks, pool areas, walking trails, etc.) shall be blown off immediately after mowing and edging have taken place. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

7) REPLACEMENT OF PLANT MATERIAL – Trees and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.

PART 2

FERTILIZATION

Although there is not a fertilizer ordinance in place for Hillsborough County specifically banning fertilizers during a specific season(s), it is required that those practices outlined in the GIBMP guidelines be followed. Highlights are listed below.

NO PERSON SHALL APPLY FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS TO TURF AND/OR LANDSCAPE PLANTS DURING ONE OR MORE OF THE FOLLOWING EVENTS: i) IF IT IS RAINING AT THE APPLICATION SITE, OR ii) WITHIN THE TIME PERIOD DURING WHICH A FLOOD WATCH OR WARNING, OR A TROPICAL STORM WATCH OR WARNING, OR A HURRICANE WATCH OR WARNING IS IN EFFECT FOR ANY PORTION OF HILLSBOROUGH COUNTY, ISSUED BY THE NATIONAL WEATHER SERVICE, OR iii) WITHIN 36 HOURS PRIOR TO A RAIN EVENT GREATER THAN OR EQUAL TO 2 INCHES IN A 24 HOUR PERIOD IS LIKELY.

For purposes of bidding and until a soil test is provided to indicate otherwise, all turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for south Florida turf: (per GIBMP guidelines and University of Florida IFAS Extension, south Florida is determined by anything south of a line between Tampa & Vero Beach.)

All Bahia Sod: (to within 10' of water's edge around ponds)

March	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
June	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
August	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
October	A complete fertilizer based on soil tests + PreM

All St. Augustine Sod:

February	A complete fertilizer based on soil tests + PreM
April	Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)
May	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
July	Fe For foliar application, use ferrous sulfate (2 oz/3-5 gal. H ₂ O/1,000 SF)
August	SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)
October	A complete fertilizer based on soil tests + PreM

Prior to final fertilization selection, a complete soil test should be performed to test for soil pH as well as N, P & K levels. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

Fertilizers containing iron shall be immediately removed from all hard surfaces to avoid staining before the sprinklers are activated after application of the fertilizer. Any stains caused by a failure to do so will be the responsibility of the contractor to remove.

Fertilizer shall be applied in a uniform manner. If streaking of the turf occurs, correction will be required immediately at no additional cost to owner. Fertilizer shall be swept/blown off of all hard surfaces onto lawns or beds in order to avoid staining. **IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REMOVE ANY STAINS FROM ANY HARD SURFACES ON THE PROPERTY CAUSED BY THEIR MISHANDLING OF FERTILIZER.** Fertilizer shall not be applied within ten (10) feet of the landward extent of any surface water. Spreader deflector shields are required when applying fertilizer by use of any broadcast or rotary spreader. Deflector shields must be positioned such that fertilizer granules are deflected away from all impervious surfaces and surface waters.

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

For purposes of bidding, All SHRUBS, GROUNDCOVERS and TREES shall be fertilized according to the following specifications:

3 Times a year – (March, June, October)

A complete fertilizer (formula will vary according to soil test results) at a rate of 4-6 lbs. N/1000 sq. ft./year. (A minimum 50% Nitrogen shall be in a slow-release form)

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer remaining on the leaves of the plants is to be brushed or blown off. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS MISHANDLING OF PRODUCT.**

PALM FERTILIZATION:

All Palms shall receive 1 ½ pounds of 8N-2P2O5-12K2O+4Mg with micronutrients per 100 SF of palm canopy four times per year (March, June, September & November). 100% of the N, K & Mg **MUST** be in slow release form. All micronutrients must be in water soluble form. Fertilizer shall be broadcast evenly under the dripline of the canopy but must be kept at least 6" from the palm trunk.

Fertilizer shall not be billed equally on a monthly basis, but invoiced the month after application.

CONTRACTOR shall provide the DISTRICT with all fertilizer analysis tags from the fertilizer in order to verify correct formulation and quantity. Payment will not be made until correct quantity and formulation has been verified and applied. CONTRACTOR must notify the DISTRICT five (5) working days in advance of the day the property is scheduled to be fertilized. Failure on the part of the CONTRACTOR to so notify the DISTRICT may result in the CONTRACTOR forfeiting any and all rights to payment for the applications made without notification.

PART 3

PEST CONTROL

Insects and Disease in Turf Insect and disease control spraying in turf shall be provided by the Contractor every month with additional spot treatment as needed. During the weekly inspections the Contractor is responsible for the identification and eradication/control of disease and insect damage including but not limited to: scale, mites, fungus, chinch bugs, grubs, nematodes, fire ants, mole crickets, etc. Contractor shall pay for chemicals. Please list all chemicals that you will include in your fertilizer applications in the space allocated for “formula” under the fertilization section in the bid form. Also include the cost of these chemicals as part of the fertilizer application. Any anticipated additional treatments shall be included in the Pest Control portion of the bid form.

Insects and Disease Control for Trees, Palms and Plants The Contractor is responsible for treatment of insects and diseases for all plants. The appropriate insecticide or fungicide will be applied in accordance with state and local regulations, and as weather and environmental conditions permit. Contractor shall pay for chemicals. There are several afflictions that may be detrimental to the health of many trees and palms. Contractor will be fully responsible in the treatment of such afflictions. At the CDD’s discretion, this may include the quarterly inoculation of all palms susceptible to Lethal Yellowing and/or Texas Phoenix Palm Decline. The cost of these inoculations should be included as a separate line item in your Pest Control price. Contractor is to identify those species of palms susceptible and supply a list of species and quantities with proposal. Each susceptible palm shall receive quarterly injections. Each injection site/valve can be used only twice. The third quarterly injection requires a new valve and injection site. Contractor is asked to provide cost per injection (material & labor) multiplied by quantity of susceptible palms multiplied by four inoculations per year in bid form. **The CDD reserves the right to subcontract out any and all OTC Injection events. This will not be included in the Contract Amount.**

The Contractor is required to inspect all landscaped areas during each visit for indication of pest problems. When control is necessary, it is the responsibility of the Contractor to properly apply low toxicity and target-specific pesticide. If pesticides are necessary they will be applied on a spot treatment basis when wind drift is a threat.

Careful inspection of the property on each visit is crucial to maintaining a successful program. It is the Contractor’s full responsibility to ensure that the person inspecting the property is properly trained in recognizing the symptoms of both insect infestations and plant pathogen damage (funguses, bacteria, etc.). It is also the Contractor’s responsibility to treat these conditions in an expedient manner.

It shall also be the Contractor’s responsibility to furnish the resident project representative with a copy of the Pest Management Report (a copy of which is included), which he is to complete at every service as well as all certifications (including BMP Certifications) of all pesticide applicators. Contractor shall familiarize himself with all current regulations regarding the applications of pesticides and fertilizers.

If at any time the District should become aware of any pest problems it will be the Contractor’s responsibility to treat pest within five (5) working days of the date of notification.

Fire Ant Control Contractor is required to inspect property each visit for evidence of fire ant mounds and immediately treat upon evidence of active mounds. In small areas control can be achieved by individual mound treatment. Active mounds in larger turf areas will require broadcast application of bait.

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all finished/irrigated landscape areas designated as "CDD Maintained Areas" on the Maintenance Exhibit. These areas are indicated with a yellow color. ONLY THOSE AREAS COVERED BY AUTOMATIC IRRIGATION ARE TO BE INCLUDED IN THIS NUMBER. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

Pest Control will not be included as a standard line item in each monthly billing, but shall be invoiced as a separate line item the month after service is rendered.

Pest Control shall be included in the Contract Amount.

PART 4

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System. Contractor shall inspect and test the irrigation system components at least one (1) time per month. Areas shall include all the existing irrigation systems (approximately (90) zones, (4) irrigation controllers & (3) irrigation pump/wells. Contractor shall be responsible for verifying quantity of irrigation zones.

A. Irrigation Controllers

1. Semi-automatic start of the automatic irrigation controller
2. Check for proper operation
3. Program necessary timing changes based on site and seasonal conditions
4. Lubricate and adjust mechanical components
5. Test back up programming support devices

B. Water Sources

1. Visual inspection of water source
2. Clean above ground strainers and filters
3. **Inspect each pump/well or other water source weekly to verify it is operating correctly; Inform District Manager of any problems immediately. Water sources are not to go an entire month without verification they are operating properly.**
4. Test automatic protection devices

C. Irrigation Systems

1. Manual test and inspection of each irrigation zone.
2. **Clean and raise heads as necessary**
3. Adjust arc pattern and distance for required coverage areas
4. Clean out irrigation valve boxes

D. Report

1. Irrigation operation time
2. Irrigation start time
3. Maintenance items performed
4. General comment and recommendations

The above list is for routine maintenance and adjustment of the existing irrigation system components, locating and repairing or replacing automatic valves or control wires and irrigation controller or pump repairs as well as other larger scale repairs are to be considered additional items. Contractor shall provide a list of additional charges and unit pricing for routine & non-routine maintenance as a separate price from this bid. (i.e. valves of varying sizes, solenoids, etc.)

Routine irrigation maintenance is to be completed monthly. Each zone is to be turned on and operated for as long as necessary to verify proper operation. Each head, seal, nozzle and strainer is to be inspected for adjustment and shall be aligned, packed, cleaned and repaired as necessary. Shrubs, groundcovers and turf around sprinkler heads shall be trimmed to maintain maximum clearance at all times for the greatest coverage. All below ground repairs including valves, pumps and wiring require an estimate. Upon written approval from Management, Contractor shall proceed. In the event of an

emergency, Contractor shall make a diligent effort to contact, with the approximate price or estimate of repairs, Management or their assign prior to making such repair.

Upon being awarded contract, Contractor shall have a period of thirty (30) days from date of commencement to perform a thorough audit of the entire irrigation system listing items that need repair/replacement in order for the system to operate properly. A separate audit may be provided by the Contractor listing those items that would improve the irrigation system. Any action taken regarding the Irrigation Audit will be at the Board of Supervisors' discretion.

Assuming the Board of Supervisors approves the repairs listed in the 30-day audit and after such repairs have been made, after the thirty (30) day period has expired and for the duration of the contract, Contractor shall assume responsibility for any and all unreported maintenance deficiencies, including parts and labor, associated with the irrigation system of 2 inches or less, to include sprinkler heads, nozzles, drip, main and delivery lines and any associated fittings. Said repairs shall be performed immediately. The District Manager shall be notified what day and time of the week the irrigation tech will be available servicing the community. The Contractor will keep detailed irrigation reports consisting of run times and correct operation of system. A copy of this report will be maintained by the Contractor and a copy delivered to the District Manager or his designee, along with the weekly report. At no time shall the Contractor leave the property knowing of the need for a repair and not reporting it.

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Hillsborough County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. **Violations and/or fines imposed by any local or state agency will be deducted from the Contractor's monthly payment.**

Emergency service shall be available after normal working hours and an emergency telephone number will be provided to Management or their assign. Broken mainlines and irrigation valves stuck in the "open" position are to be considered emergencies.

Freeze Protection. The Contractor shall describe ability and cost per application to provide freeze protection for pumps/wells.

PART 5

INSTALLATION OF MULCH

After prior approval by the Board of Supervisors, Contractor shall top dress all currently landscaped areas as shown on the maintenance map (landscaped beds, tree rings) with Pine Bark Mulch up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction.

Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. In addition to the aesthetics of this, it is also done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all bedlines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. This procedure has not been practiced in the past and Contractor is to include any additional labor in the cost of the mulch for all trenching. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

Contractor agrees to ensure that mulch caught in plant material will be shaken or blown from plants, so that upon completion there is no plant material left covered with mulch.

If, after installation is complete and it is determined that additional mulch is required to attain the required total depth of 3", sufficient mulch shall be supplied by Contractor at no additional cost to District.

This item will not be included in the contract amount and shall be invoiced separately the month after service is rendered. Contractor shall provide a price per cubic yard and estimated quantities to be installed per top dressing (based on his own field measurements) and shall submit with bid.

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

PART 6

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately Eighty (80) annuals in 4" pots up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. Prior to replacement, selection and approval from the Board is required. An Annual Options Presentation for the entire year stipulating plant options and timing for each rotation shall be submitted to the District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs. Timing shall be centered around a holiday rotation being planted no later than the end of the first week of December and rotate accordingly every three months. (late Nov.-early Dec, Mar, Jun, Sep)

Annual installation price shall include the removal of all dead annuals prior to placing new plants, regular dead-heading, necessary soil adjustments, soil additives, fungicides and **monthly slow-release** nutritional requirements **at no additional cost to District.** Contractor shall replace at his expense any annual that dies, fails to thrive or is damaged by insects/disease. Contractor shall also include in the summer rotation (June) **at no additional cost to District,** a major renovation of all annual beds. A potting mix specifically blended for annuals shall be used at this time and shall be replenished as necessary prior to each changeout throughout the year. All annual beds shall be raised at least eight inches and covered with a layer of Pine Fines 1" thick. **All this shall be provided at no additional cost to the District.**

This item will not be included in the contract amount. Contractor shall provide a price per 4" and 6" plant as requested and shall submit with bid. This work shall be invoiced separately in the month after service is rendered.

The CDD reserves the right to subcontract out any and all annual installation events.

[END OF SECTION]

Exhibit B
Contractor Bid Document

**BID FORM
PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT
LANDSCAPE & IRRIGATION MAINTENANCE
REQUEST FOR PROPOSALS**

Having carefully examined the specifications and having thoroughly inspected said property, the undersigned proposes to furnish all labor, materials and proper equipment for the entire scope of work, in accordance with said specifications, for the sum of:

PART 1

General Landscape Maintenance

\$ 105,730.00 Yr

- Storm Cleanup \$ 35.00 /hr
 - Freeze Protection (description of ability) We have the ability to respond quickly to apply freeze cloth. We can also purchase the cloth for the community as well and store it at our facility for use at Panther Trails CDD
\$ 200.00 /application
 - Hand Watering
\$ 35.00 /hr for employee with hand-held hose
\$ 55.00 /hr for water truck/tanker
- These prices are informational only and NOT to be included in General Landscape Maintenance Cost**

PART 2

Fertilization (All labor and materials)

\$ 14,664.00 Yr

(Include any and all turf pesticide/herbicide/fungicide mixtures you intend to use throughout the year)

BAHIA (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	25-0-11 W PRE-M	1 LB N/1000 SF	420 POUNDS	\$420.00
APR	25-0-11	.5 LB N/1000 SF	210 POUNDS	\$210.00
JUN	25-0-11	1 LB N/1000 SF	420 POUNDS	\$420.00
AUG	FERROUS SULFATE	3 OZ PER 1000 SF	310 OUNCES	\$310.00
OCT	25-0-11 W PRE-M	1 LB N/1000 SF	420 POUNDS	\$420.00

ST. AUGUSTINE (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
FEB	25-0-11 W PRE-M	1 LB N/1000 SF	840 POUNDS	\$1,260.00
APR	25-0-11	.5 LB N/1000 SF	420 POUNDS	\$420.00
MAY	25-0-11	1 LB N/1000 SF	840 POUNDS	\$1,260.00
JUL	FERROUS SULFATE	3 OZ PER 1000 SF	630 OUNCES	\$504.00
AUG	25-0-11	1 LB N/1000 SF	840 POUNDS	\$1,260.00
OCT	25-0-11 W PRE-M	1 LB N/1000 SF	840 POUNDS	\$1,260.00

ORNAMENTALS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	10-4-12	1.5 LB N/ 100 SF	1,100 POUNDS	\$1,100.00
JUN	10-4-12	1.5 LB N/1000 SF	1,100 POUNDS	\$1,100.00
OCT	01-4-12	1.5 LB N/1000 SF	1,100 POUNDS	\$1,100.00

PALMS (per specifications in Part 2)				
MONTH	FORMULA	APPLICATION RATE (1.5 LBS. /100 SF PALM CANOPY)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
MAR	8-2-12	1.5 LB./100 SF	900 POUNDS	\$905.00
JUN	8-2-12	1.5 LB./100 SF	900 POUNDS	\$905.00
SEP	8-2-12	1.5 LB./100 SF	900 POUNDS	\$905.00
NOV	8-2-12	1.5 LB./100 SF	900 POUNDS	\$905.00

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

SPECIALTY PLANT MATERIALS				
MONTH	FORMULA	PLANTS TO BE FERTILIZED (i.e., Crape, Loropetalum, Knockout Roses, etc.)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
N/A	N/A	N/A	N/A	N/A

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

PART 3

Pest Control (All labor and materials)

\$ 2,100.00 Yr
(if entire pesticide allowance is required) *

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

OTC Injections will be performed at the discretion of the District's BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$ 1,200.00 /Yr (based on quantities below)

(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation (One Cartridge)	Total Cost per Year (4x per year)
Sylvester	6	2 each	\$25.00	\$300.00

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Finished Landscaped Areas as described in Scope of Services. \$ 2,250.00 / Yr

Top Choice application will be performed at the sole discretion of the District's BOS

(This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

PART 4

Irrigation (All labor and materials)

\$ 15,120.00 /Yr

Freeze Protection (description of ability) _____

We have the ability to cover sensitive parts from freeze and we can also make sure that the system gets turned off.

\$ 500.00 /application **(do not include in Irrigation Total or Grand Total)**

After hours emergency service hourly rate \$ 125.00 /hr. (i.e. broken mainlines, pump & wells, etc.)

Contractor shall provide a list of additional charges and pricing for such items other than routine maintenance as a separate price from this bid. This should be provided on a separate spreadsheet.

PART 5

Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:

220 CY Pine Bark Mulch (large) per specs for the first top-dressing at
\$ 45.00 /CY (April Application)

\$ 9,900.00 / April Application

And

110 CY Pine Bark Mulch (large) per specs for the second top-dressing at
\$ 45.00 /CY (October Application)

\$ 4,950.00 / October Application

Installation of Pine Bark Mulch (large) \$ 14,850.00 /Yr
(This is the total cost if both topdressings are performed - do not include in Grand Total)

Each top-dressing shall leave all beds with a depth of 3" after compaction

The DISTRICT reserves the right to subcontract any mulching event to an outside vendor

PART 6

Annual Installation (All labor and materials)

Contractor shall install 80 (4") annuals four (4) times per year per specs at the direction of the District at \$ 2.00 /annual.

\$ 160.00 /rotation

\$ 640.00 /Yr (based on four (4) rotations) **(Do not include in Grand Total)**

The DISTRICT reserves the right to subcontract any annual flower event to an outside vendor

GRAND TOTAL 137,614.00
(PARTS 1, 2, 3 & 4 - This is what contract will be written for) \$ _____ /Yr

FIRST ANNUAL RENEWAL 137,614.00
\$ _____ /Yr

SECOND ANNUAL RENEWAL 137,614.00
\$ _____ /Yr

Contractor/Firm Name Landscape Maintenance Professionals, Inc.

Firm Address 13050 East US Highway 92

City/State/Zip Dover Florida, 33527

Phone Number 813-757-6500 Fax Number 813-757-6501

Name and Title of Representative Scott A Carlson

(Please Print)

Representative's Signature 

Date March 6, 2019

ADDENDA – Bidder acknowledges the receipt of Addendum No.'s

1. _____ 2. _____ 3. _____ 4. _____ 5. _____

Dated this 6th day of March, 2019



UNIT PRICING FOR IRRIGATION SERVICES

Service Item/Category	TOTAL
<u>SPRINKLER/NOZZLE REPAIR</u>	
<i>Install/Replace Drip line (per ft. cost)</i>	\$1.70
<i>Install/Replace Maxi-Jet Nozzle</i>	\$3.00
<i>Raise/straighten head in turf</i>	\$4.00
<i>Install/Replace Rotor Nozzle</i>	\$4.00
<i>Install/Replace Maxi-Jet Stake Assy.</i>	\$5.00
<i>Install/Replace Spray Nozzle</i>	\$5.00
<i>Cap off head (any type)</i>	\$8.00
<i>Install/Replace MP-Rotator Nozzle</i>	\$11.00
<i>Replace 6" Spray Head</i>	\$22.00
<i>Raise blocked head w/ riser</i>	\$22.00
<i>Relocate head (any type)</i>	\$27.00
<i>Replace 12" Spray Head</i>	\$28.00
<i>Replace Rotor Head</i>	\$36.00
<i>Add 6" Spray Head w/pipe</i>	\$52.00
<i>Add 12" Spray Head w/ pipe</i>	\$65.00
<i>Add Rotor Head w/ pipe</i>	\$92.00
<u>PIPE REPAIR</u>	
<i>Repair Drip Line break</i>	\$5.00
<i>Repair flex pipe leak</i>	\$11.00
<i>Repair 1/2" Zone line leak</i>	\$43.00
<i>Repair 3/4" Zone line leak</i>	\$43.00
<i>Repair 1" Zone line leak</i>	\$64.00
<i>Repair 1 1/4" Zone line leak</i>	\$67.00
<i>Repair 1 1/2" Zone line leak</i>	\$87.00
<i>Repair 2" Zone line leak</i>	\$91.00
<i>Repair Main line leak (all sizes)</i>	*Price based on time and materials*

Service Item	TOTAL
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VALVES

<i>Replace 1" Valve (Standard)</i>	\$131.00
<i>Replace 1.5" Valve (Standard)</i>	\$238.00
<i>Replace 2" Valve (Standard)</i>	\$328.00
<i>Replace 1" Valve (Scrubber)</i>	\$227.00
<i>Replace 1.5" Valve (Scrubber)</i>	\$316.00
<i>Replace 2" Valve (Scrubber)</i>	\$417.00
<i>Install RB 1" Drip Control Valve</i>	\$385.00
<i>Install RB 1.5" Drip Control Valve</i>	\$607.00

VALVE SOLENOIDS

<i>Replace Rainbird 24V Solenoid</i>	\$53.00
<i>Replace Hunter 24V Solenoid</i>	\$33.00
<i>Replace Irritrol 24V Solenoid</i>	\$36.00
<i>Replace Rainbird EZ Bleed Solenoid</i>	\$39.00
<i>Replace Rainbird DC Latch Solenoid</i>	\$57.00
<i>Replace Hunter DC Latch Solenoid</i>	\$45.00
<i>Replace Irritrol DC Latch Solenoid</i>	\$51.00

VALVE BOXES

<i>Replace Valve Box 7" Round</i>	\$24.00
<i>Replace Valve Box 7" Round (Purp)</i>	\$25.00
<i>Replace Valve Box 10" Round</i>	\$50.00
<i>Replace Valve Box 10" Round (Purp)</i>	\$52.00
<i>Replace Valve Box Rectangular</i>	\$81.00
<i>Replace Valve Box Jumbo</i>	\$119.00

Troubleshoot Valve Not Operating Price based on time and materials

Service Item	Price
CONTROLLERS	
<i>RB ESP Modular Controller 4 Station</i>	\$245.00
<i>RB ESP SMT Smart Control 4 Station</i>	\$485.00
<i>RB ESP SM-3 3 station module</i>	\$50.00
<i>RB ESP SM-6 6 station module</i>	\$101.00
<i>RB ESP LXME 12 Station</i>	\$537.00
<i>RB ESP LXM SM-4 4 station module</i>	\$63.00
<i>RB ESP LXM SM-8 8 station module</i>	\$119.00
<i>RB ESP LXM SM-12 12 station module</i>	\$234.00
<i>Hunter ACC 1200</i>	\$1,335.00
<i>Hunter ACC 99D Metal Cabinet</i>	\$2,069.00
<i>Hunter Decoder Module</i>	\$942.00
<i>Hunter ACC 6 Station Module</i>	\$337.00
<i>Hunter Node 100 1 station batt clock</i>	\$133.00
<i>Hunter Node 200 2 station batt clock</i>	\$166.00
<i>Hunter Node 400 4 station batt clock</i>	\$198.00
<i>Hunter XC Hybrid 6 station controll.</i>	\$227.00
<i>Hunter XC Hybrid 10 station controll.</i>	\$267.00
<i>Hunter XC Hybrid 12 station controll.</i>	\$289.00
<i>Install/Replace 9V Battery Back-up</i>	\$4.00
<i>Weathermatic 1600 Web-based Control</i>	\$1,368.00
<i>Weathermatic 1600 W/ flow capability</i>	\$1,711.00
<i>Weathermatic 1624 24 Zone Web-based</i>	\$1,560.00
<i>Weathermatic 1624 W/ flow capability</i>	\$1,902.00
<i>Weathermatic 4800 Web-based Control</i>	\$1,751.00
<i>Weathermatic 4800 W/ flow capability</i>	\$2,093.00
<i>Weathermatic 4 Station Exp. Module</i>	\$75.00
<i>Weathermatic 12 Station Exp. Module</i>	\$213.00

Service Item	Category	TOU
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SENSORS

<i>Install Hunter Mini-Click (wired)</i>	\$77.00
<i>Install Hunter Wireless Rain Sensor</i>	\$115.00
<i>Install Hunter Solar Sync Sensor</i>	\$158.00
<i>Install Rainbird Wireless Rain Sensor</i>	\$129.00
<i>Install Hunter Wireless Solar Sync</i>	\$262.00
<i>Install Weathermatic Flow Sensor 1"</i>	\$933.00
<i>Install Weathermatic Flow Sensor 1.5"</i>	\$1,009.00
<i>Install Weathermatic Flow Sensor 2"</i>	\$1,084.00

DECODERS/WIRE/SURGE PROTECTION

<i>Replace ICD-100 Single Station Decoder</i>	\$154.00
<i>Replace ICD-200 Two Station Decoder</i>	\$230.00
<i>Install Ground Rod w/ #6 Copper Wire</i>	\$252.00
<i>Install Intermatic Secondary Surge Arrst.</i>	\$174.00
<i>Install 4"x96" Copper Grounding Plate</i>	\$980.00

PUMP/WELL AND BACKFLOW PREVENTION

<i>Basic inspection of irrigation pump</i>	\$180.00
<i>Conduct water quality test (per sample)</i>	\$63.70
<i>Replace/Install 3/4" PVB</i>	\$416.00
<i>Replace/Install 1" PVB</i>	\$459.00
<i>Replace/Install 1.5" PVB</i>	\$886.00
<i>Replace/Install 2" PVB</i>	\$975.00
<i>Replace/Install 3/4" RPZ</i>	\$820.00
<i>Replace/Install 1" RPZ</i>	\$841.00
<i>Replace/Install 1.5" RPZ</i>	\$1,360.00
<i>Replace/Install 2" RPZ</i>	\$1,514.00
<i>Replace/Install 3" RPZ</i>	\$4,568.00

[illegible]

Property:

Date _____

Technician

Arrive/ Depart

1

P.O. 267 Seffner, Florida 33583 * (813)757-6500 Fax: (813)757-6501 * www.lmppro.com

Clock Type/#										Start	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
Battery Date							Confirm Time/Date	Y	N	Pgm A	1							
Rain Sensor	ok	bad	Battery Replaced							Y	N	2						
Notes:																		
Prograins										Technician Use Only (Use Standard Invoice forms for additional charges)								
Zone #	Type	A	B	C	D	Zone Information				Labor	Hrs	Rate	Amount					
1										Supervisor:								
2										Technician:								
3										Total Labor Charges	\$							
4																		
5										Materials	QTY	Unit	Extended					
6																		
7																		
8																		
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20																		
21																		
22																		
23																		
24																		
										Total Materials			\$					
										Total Labor			\$					
										Grand Total			\$					
Run Time										Bill To:								

Please make additional notes on the reverse side of this report - Use extra report as needed for programming information

IRRIGATION



Landscape
Maintenance
Professionals, Inc.

FERTILIZATION AND PEST CONTROL

Location:

Date

Veh#

Tlr#

TECHNICIAN:

HELPER:

AIR TEMP

WIND SPEED/ DIRECTION

PRECIP%

ARRIVE:

DEPART:

INSTRUCTIONS/ TECHNICIAN NOTE(S):

☐ Incomplete

☐ Complete

Use back as needed -->

INSECTICIDE	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

FUNGICIDE	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

HERBICIDE (S)*	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

HERBICIDE (NS)*	OZ./LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

FERTILIZER	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

OTHER	OZ./ LBS	GALLONS	SQFT	TARGET	Method	Flow Rate

CHECKLIST: ☐ Label Book ☐ SDS Book ☐ Spill Kit ☐ Cones ☐ Safety Glasses + VEST ☐ Face Shield ☐ Boots
☐ Nitrile Gloves ☐ Respirator ☐ First Aid Kit ☐ Posting Signs ☐ Marker ☐ Irrigation Flags (Pink)
☐ ISR?

DAILY: Vehicle: ☐ Oil Chk ☐ Water Level Chk ☐ Cleaned EQUIPMENT: ☐ Oil Chk ☐ Hydro Oil Chk ☐ Cleaned

*S = Selective; NS = non-selective
 ISR - Irrigation Service Request

Bus. Lic. # JB136721
 COI Lic. # JF159948

TAMPA - EMERGENCY PLAN - 2019**LMP Business Resiliency Plan**

The LMP Business Resiliency Plan provides our clients and internal departments with a contingency and backup resource structure to ensure continuity of critical business operations. Proactive reaction to emergency events including but not limited to hurricane, terrorist, storm & flood, will be in place to keep your operation intact.

Plan

In reaction to any event deemed as critical in nature, LMP will adjust resources and/or work at client properties in a timely and efficient manner to reduce or eliminate impacts to your business operations. This includes but is not limited to the following events:

Hurricane
Named Storm
Flood
Fire
Tree Falls & Safety Hazards

Production

Reduce standard Production Schedule to minimal needs during event and focus on proactive recovery of specific event.

Do not add new enhancement or new installation work.
Delay existing enhancement or new installation work.
Delay regularly scheduled maintenance.

Recovery Outline – Resources will be aligned and dispatched upon the all clear from the local authorities.

- 1) Clear Roadways and doorways by cutting and stacking downed tree limbs etc. near roadside
- 2) Clear landscape areas of debris, downed storm fall and stack near roadside
- 3) Remove initial stacked roadside material
- 4) Focus turns to cleanup from buildings out to property boundaries until recovered.

TIME AND MATERIALS PRICING – Pricing will be as follows:

- a. General Laborer - \$30.00 – 630am to 630pm
- b. General Laborer After Hours/Holiday Rate - \$45.00 (3 hour minimum) – 631pm to 629am
- c. Supervisor & Truck - \$40.00
- d. Supervisor & Truck – After Hours/Holiday Rate - \$60.00 (3 hour minimum)
- e. Irrigation Technician - \$50.00
- f. Irrigation Helper - \$35.00
- g. Irrigation After Hours/Holiday Rate - \$90.00 (3 hour minimum)
- h. Bucket Truck w/ Operator – \$150.00
- i. Grapple Truck w/ Operator – \$150.00

Exhibit C
Service Area Map

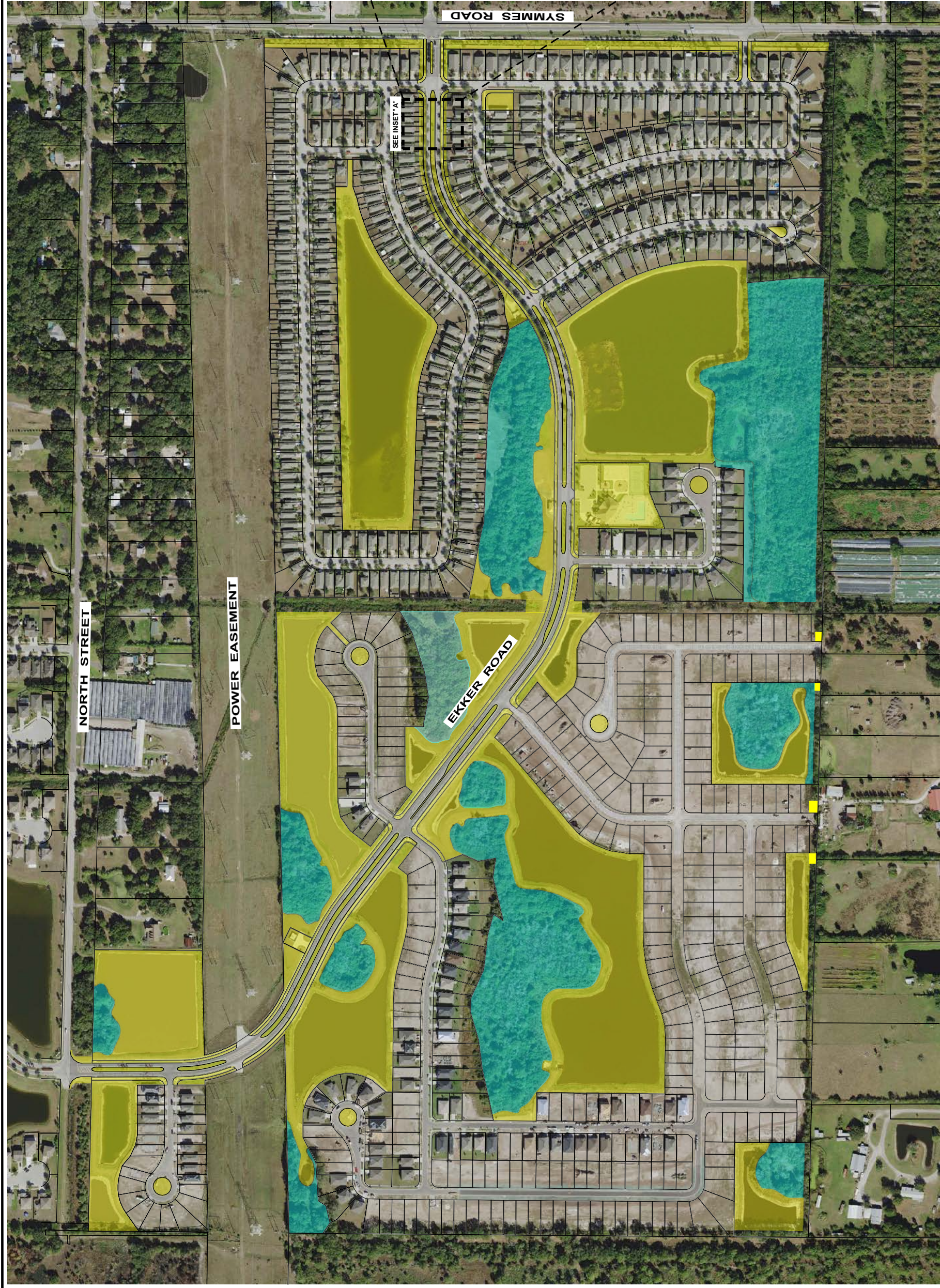


EXHIBIT C

LEGEND

CDD MAINTAINED LANDSCAPE AREAS

WETLAND AREAS



INSET "A"
NOT TO SCALE

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Tab 2

RESOLUTION 2020-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT
AMENDING THE FISCAL YEAR 2018/2019 GENERAL FUND BUDGET;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Panther Trails Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

WHEREAS, the Board of Supervisors of the District (hereinafter the “Board”), adopted a General Fund Budget for Fiscal Year 2018/2019, and

WHEREAS, the Board desires to reallocate funds budgeted to reflect reappropriated Revenues and Expenses approved during the Fiscal Year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF THE PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT THE
FOLLOWING:**

Section 1. The General Fund Budget is hereby amended in accordance with **Exhibit “A”** attached hereto.

Section 2. This Resolution shall become effective immediately upon its adoption.

Section 3. In accordance with Florida Statute 189.016, the amended budget shall be posted on the District’s official website within five (5) days after adoption.

PASSED AND ADOPTED THIS 14th DAY OF NOVEMBER, 2019.

**PANTHER TRAILS COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/ VICE CHAIRMAN

ATTEST:

SECRETARY / ASST. SECRETARY

Exhibit A

Amended Fiscal Year 2018/2019 General Fund Budget



Rizzetta & Company

Panther Trails Community Development District

Panthertrailsccd.org

Proposed Amended Budget for Fiscal Year 2018/2019

Presented by: Rizzetta & Company, Inc.

**9428 Camden Field Parkway
Riverview, Florida 33578
Phone: 813-533-2950**

rizzetta.com

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Rizzetta & Company

**Proposed Amended Budget
Panther Trails Community Development District
General Fund
Fiscal Year 2018/2019**

Chart of Accounts Classification	Budget for 2018/2019	Amended Budget for 2018/2019
REVENUES		
Interest Earnings		
Interest Earnings	\$ -	\$ -
Special Assessments		
Tax Roll*	\$ 591,923	\$ 591,923
Contributions & Donations from Private Sources		
HOA Reimbursements	\$ 3,480	\$ 3,480
Other Miscellaneous Revenues		
Miscellaneous Revenues	\$ 1,500	\$ 1,500
Facilities Rentals	\$ 1,500	\$ 1,500
TOTAL REVENUES	\$ 598,403	\$ 598,403
Balance Forward from Prior Year	\$ -	\$ 40,000
TOTAL REVENUES AND BALANCE FORWARD	\$ 598,403	\$ 638,403
EXPENDITURES - ADMINISTRATIVE		
Legislative		
Supervisor Fees	\$ 7,000	\$ 7,000
Financial & Administrative		
Administrative Services	\$ 5,000	\$ 5,000
District Management	\$ 22,900	\$ 22,900
District Engineer	\$ 6,000	\$ 6,000
Disclosure Report	\$ 7,000	\$ 7,000
Trustees Fees	\$ 10,000	\$ 10,000
Assessment Roll	\$ 5,000	\$ 5,000
Financial & Revenue Collections	\$ 5,000	\$ 5,000
Accounting Services	\$ 18,000	\$ 18,000
Auditing Services	\$ 4,600	\$ 4,600
Arbitrage Rebate Calculation	\$ 500	\$ 500
Miscellaneous Mailings	\$ 500	\$ 500
Public Officials Liability Insurance	\$ 3,025	\$ 3,025
Legal Advertising	\$ 1,000	\$ 1,000
Bank Fees	\$ 100	\$ 100
Dues, Licenses & Fees	\$ 725	\$ 725
Miscellaneous Fees - Meeting Expenses	\$ 250	\$ 250
Property Taxes	\$ 560	\$ 560
Website Hosting, Maintenance, Backup (and Email)	\$ 1,200	\$ 1,200
Legal Counsel		
District Counsel	\$ 5,000	\$ 5,000
Administrative Subtotal	\$ 103,360	\$ 103,360
EXPENDITURES - FIELD OPERATIONS		
Law Enforcement		
Deputy	\$ 25,000	\$ 25,000
Security Operations		
Security Services and Patrols	\$ 15,000	\$ 15,000
Electric Utility Services		
Utility Services	\$ 5,000	\$ 5,000
Street Lights	\$ 112,000	\$ 112,000
Utility - Recreation Facilities	\$ 15,000	\$ 15,000
Garbage/Solid Waste Control Services		
Garbage - Recreation Facility	\$ 2,100	\$ 2,100
Water-Sewer Combination Services		
Utility Services	\$ 4,000	\$ 4,000
Stormwater Control		
Aquatic Maintenance	\$ 16,476	\$ 16,476
Lake/Pond Bank Maintenance	\$ 3,000	\$ 3,000
Stormwater System Maintenance	\$ 3,000	\$ 3,000

**Proposed Amended Budget
Panther Trails Community Development District
General Fund
Fiscal Year 2018/2019**

Chart of Accounts Classification	Budget for 2018/2019	Amended Budget for 2018/2019
Other Physical Environment		
Employee - Salaries	\$ -	\$ -
Employee - P/R Taxes	\$ -	\$ -
Employee - Workers Comp	\$ -	\$ -
Employee - ADP Fees	\$ -	\$ -
General Liability Insurance	\$ 3,575	\$ 3,575
Property Insurance	\$ 8,621	\$ 8,621
Entry & Walls Maintenance	\$ 1,500	\$ 1,500
Landscape Maintenance	\$ 85,981	\$ 85,981
Sod	\$ 5,000	\$ 5,000
Ornamental Lighting & Maintenance	\$ 500	\$ 500
Holiday Decorations - Common Areas	\$ 3,000	\$ 3,000
Irrigation Repairs	\$ 5,500	\$ 5,500
Landscape - Mulch	\$ 13,860	\$ 13,860
Landscape Replacement Plants, Shrubs, Trees	\$ 3,325	\$ 3,325
Fire Ant Treatment Phase I and 2	\$ 2,500	\$ 2,500
Field Services	\$ 7,200	\$ 7,200
Parks & Recreation		
Management Contract	\$ 89,651	\$ 129,651
Pool Permits	\$ 275	\$ 275
Pest Control	\$ 2,200	\$ 2,200
Golf Cart Lease	\$ 2,400	\$ 2,400
Computer Support, Maintenance & Repair	\$ 200	\$ 200
Fitness Equipment Maintenance & Repair	\$ 1,200	\$ 1,200
Clubhouse - Facility Janitorial Service	\$ 7,440	\$ 7,440
Pool Service Contract	\$ 12,000	\$ 12,000
Pool Repairs	\$ 1,500	\$ 1,500
Security System Monitoring & Maintenance	\$ 3,000	\$ 3,000
Facility A/C & Heating Maintenance & Repair	\$ 7,700	\$ 7,700
Maintenance & Repairs	\$ 6,000	\$ 6,000
Telephone Fax, Internet	\$ 3,000	\$ 3,000
Holiday Decorations -Club House	\$ 500	\$ 500
Office Supplies	\$ 800	\$ 800
Furniture Repair/Replacement	\$ 1,500	\$ 1,500
Playground Equipment and Maintenance	\$ 1,000	\$ 1,000
Athletic/Park Court/Field Repairs	\$ 3,000	\$ 3,000
Clubhouse Miscellaneous Expense	\$ 2,000	\$ 2,000
Dog Waste Station Supplies	\$ 500	\$ 500
Special Events		
Special Events	\$ 3,000	\$ 3,000
Contingency		
Miscellaneous Contingency	\$ 5,039	\$ 5,039
Field Operations Subtotal	\$ 495,043	\$ 535,043
TOTAL EXPENDITURES	\$ 598,403	\$ 638,403
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

**Proposed Amended Budget
Panther Trails Community Development District
Reserve Fund
Fiscal Year 2018/2019**

Chart of Accounts Classification	Budget for 2018/2019	Amended Budget for 2018/2019
REVENUES		
Special Assessments		
Tax Roll*	\$ 35,907	\$ 35,907
TOTAL REVENUES	\$ 35,907	\$ 35,907
Balance Forward from Prior Year	\$ -	\$ -
TOTAL REVENUES AND BALANCE FORWARD	\$ 35,907	\$ 35,907
EXPENDITURES		
Contingency		
Capital Reserves	\$ 35,907	\$ 35,907
Capital Outlay	\$ -	\$ -
TOTAL EXPENDITURES	\$ 35,907	\$ 35,907
EXCESS OF REVENUES OVER EXPENDITURES	\$ -	\$ -

Proposed Amended Budget
Panther Trails Community Development District
Debt Service
Fiscal Year 2018/2019

4.

Chart of Accounts Classification	Series 2011 ⁽²⁾	Recreational Facility	Series 2015	Series 2016	Budget for 2018/2019
REVENUES					
Special Assessments					
Net Special Assessments ⁽¹⁾	\$102,750.37	\$116,234.67	\$361,149.23	\$227,841.04	\$807,975.31
TOTAL REVENUES	\$102,750.37	\$116,234.67	\$361,149.23	\$227,841.04	\$807,975.31
EXPENDITURES					
Administrative					
Financial & Administrative					
Bank Fees					
Debt Service Obligation	\$102,750.37	\$116,234.67	\$361,149.23	\$227,841.04	\$807,975.31
Administrative Subtotal	\$102,750.37	\$116,234.67	\$361,149.23	\$227,841.04	\$807,975.31
TOTAL EXPENDITURES	\$102,750.37	\$116,234.67	\$361,149.23	\$227,841.04	\$807,975.31
EXCESS OF REVENUES OVER EXPENDITUR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Collection and Discount % applicable to the county:

6.0%

Gross assessments

\$859,015.39

Notes:

Tax Roll Collection Costs for Hillsborough County is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less Prepaid Assessments received.

⁽²⁾ Amount reflects \$111,650.00 credit from FY 2017-18 Rec Facility Assessments

Panther Trails Community Development District

FISCAL YEAR 2018/2019 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2018/2019 O&M Budget	\$627,830.00
Hillsborough Co. 6% Collection Cost :	\$40,074.26
2018/2019 Total:	<u>\$667,904.26</u>

2017/2018 O&M Budget	\$627,830.00
2018/2019 O&M Budget	\$627,830.00
Total Difference:	<u>\$0.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2017/2018	2018/2019	\$	%
<u>Phase 1</u>				
Series 2011 Debt Service - SF 40'	\$611.45	\$611.45	\$0.00	0%
Rec Facility Debt Service - SF 40'	-\$297.41	-\$324.55	-\$27.14	9%
Series 2016 Debt Service - SF 40'	\$581.34	\$581.34	\$0.00	0%
Operations/Maintenance - 40'	\$822.54	\$822.54	\$0.00	0%
Total	\$1,717.92	\$1,690.78	-\$27.14	-2%
Series 2011 Debt Service - SF 50'	\$611.45	\$611.45	\$0.00	0%
Rec Facility Debt Service - SF 50'	-\$297.41	-\$324.55	-\$27.14	9%
Series 2016 Debt Service - SF 50'	\$725.17	\$725.17	\$0.00	0%
Operations/Maintenance - 50'	\$822.54	\$822.54	\$0.00	0%
Total	\$1,861.75	\$1,834.61	-\$27.14	-1%
<u>Phase 2</u>				
Series 2015 Debt Service - SF 40'	\$734.69	\$734.69	\$0.00	0%
Rec Facility Debt Service - SF 40'	\$286.90	\$286.90	\$0.00	0%
Operations/Maintenance - 40'	\$822.54	\$822.54	\$0.00	0%
Total	\$1,844.13	\$1,844.13	\$0.00	0%
Series 2015 Debt Service - SF 50'	\$918.36	\$918.36	\$0.00	0%
Rec Facility Debt Service - SF 50'	\$286.90	\$286.90	\$0.00	0%
Operations/Maintenance - 50'	\$822.54	\$822.54	\$0.00	0%
Total	\$2,027.80	\$2,027.80	\$0.00	0%

PANTHER TRAILS**FISCAL YEAR 2018/2019 O&M & DEBT SERVICE ASSESSMENT SCHEDULE**

TOTAL O&M BUDGET		\$627,830.00
COLLECTION COSTS @ 6%		\$40,074.26
TOTAL O&M ASSESSMENT		<u>\$667,904.26</u>

<u>LOT SIZE</u>	<u>UNITS ASSESSED</u>				
	<u>DEBT SERVICE ⁽¹⁾</u>				
	<u>O&M</u>	<u>RECREATIONAL FACILITY</u>	<u>SERIES 2011</u>	<u>SERIES 2015</u>	<u>SERIES 2016</u>
Phase 1					
Single Family 40'	220	0	220	0	217
Single Family 50'	161	0	161	0	160
Total Phase 1	381	0	381	0	377
Phase 2					
Single Family 40'	65	65	0	65	0
Single Family 50'	366	366	0	366	0
Total Phase 2	431	431	0	431	0
Total Community	812	431	381	431	377

<u>ALLOCATION OF O&M ASSESSMENT</u>			
	<u>TOTAL</u>	<u>% TOTAL</u>	<u>TOTAL</u>
<u>EAU FACTOR</u>	<u>EAU's</u>	<u>EAU's</u>	<u>O&M BUDGET</u>
1.00	220.00	27.09%	\$180,959.28
1.00	161.00	19.83%	\$132,429.29
	381.00	46.92%	\$313,388.57
1.00	65.00	8.00%	\$53,465.24
1.00	366.00	45.07%	\$301,050.44
	431.00	53.08%	\$354,515.68
	812.00	100.00%	\$667,904.26

<u>PER LOT ANNUAL ASSESSMENT</u>					
<u>TOTAL</u>	<u>2011 DEBT</u>	<u>RECREATIONAL</u>	<u>2015 DEBT</u>	<u>2016 DEBT</u>	
<u>O&M</u>	<u>SERVICE ⁽²⁾</u>	<u>FACILITY</u>	<u>SERVICE ⁽²⁾</u>	<u>SERVICE ⁽²⁾</u>	<u>TOTAL ⁽⁴⁾</u>
		<u>ASSESSMENT ⁽³⁾</u>			
\$822.54	\$611.45	(\$324.55)	\$0.00	\$581.34	\$1,690.78
\$822.54	\$611.45	(\$324.55)	\$0.00	\$725.17	\$1,834.61
\$822.54	\$0.00	\$286.90	\$734.69	\$0.00	\$1,844.13
\$822.54	\$0.00	\$286.90	\$918.36	\$0.00	\$2,027.80

LESS: Hillsborough County Collection Costs and Early Payment Discount Costs

(\$40,074.26)

Net Revenue to be Collected

\$627,830.00⁽¹⁾ Reflects the number of total lots with Series 2011, Recreational Facility, Series 2015 and Series 2016 debt outstanding.⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2011, Recreational Facility, Series 2015 and Series 2016 bond issues. Annual assessment includes principal, interest, Hillsborough County collection costs and early payment discount costs.⁽³⁾ Phase 1 Rec Facility Assessment reflects credit based on Actual FY 2017-18 Rec Facility Assessments collected.⁽⁴⁾ Property owner is eligible for a discount of up to 4% if paid early.