

**VILLA SOL  
COMMUNITY  
DEVELOPMENT DISTRICT**

**JANUARY 12, 2021  
AGENDA PACKAGE**



210 N. UNIVERSITY DRIVE, SUITE 702  
CORAL SPRINGS, FLORIDA 33071

**VillaSol Community Development District**  
**INFRAMARK, INFRASTRUCTURE MANAGEMENT SERVICES**  
210 North University Drive • Suite 702 • Coral Springs, Florida 33071  
Phone: (954) 603-0033 • Fax: (954) 345-1292

January 5, 2021

Board of Supervisors  
VillaSol Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the VillaSol Community Development District is scheduled to be held **Tuesday, January 12, 2021 at 5:00 P.M.** at the VillaSol Clubhouse, 3050 Puerta Del Sol Boulevard, Kissimmee, FL 34744. The following is the advance agenda for the meeting.

- 1. Roll Call**
- 2. Audience Comments on Agenda Items (Limited to a Maximum of 3 Minutes)**
- 3. District Engineer**
  - A. Discussion and Consideration of Proposals for Road Repairs**
- 4. Attorney's Report**
  - A. Discussion of Envera Contract**
- 5. District Managers Report**
  - A. Approval of the Minutes of the November 17, 2020 Meeting**
  - B. Financial Statements**
  - C. Check Registers**
  - D. Discussion and Consideration of Transferring District Checking Account to Bank United**
- 6. Field Operations**
  - A. Field Management Report**
  - B. Gate Damages Status Report**
  - C. Discussion and Consideration of Proposals for Landscape Services**
    - i. Servello**
    - ii. Yellowstone**
    - iii. Bladerunners**
    - iv. Capital Land**
    - v. BrightView**
  - D. Consideration of Garbage Bin Purchase and Install at Townhomes Mail Box Station**
- 7. Supervisor Requests & Comments**
- 8. Adjournment**

I look forward to seeing you at the meeting. Please call me if you have any questions.

Sincerely,  
Kristen Suit  
District Manager/ms

## **Fourth Order of Business**

**4A.**





# CLARK & ALBAUGH, LLP

## M E M O R A N D U M

**From:** Clark & Albaugh, LLP  
**To:** Board of Supervisors of VillaSol CDD  
**Date:** December 31, 2020  
**Subject:** Termination of Agreement with Envera

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Pursuant to the latest version of the District's Remote Monitoring Service Agreement with Hidden Eyes, LLC, d/b/a Envera Systems ("Envera") dated April 25, 2018 ("Agreement"), the Term of the Agreement, described in ¶2(b) as the "Primary Period," is "thirty-six (36) months commencing on the Commencement Date."

The Commencement Date is defined in ¶2(a) as follows:

*"The 'Commencement Date' of this Agreement shall be the date on which Envera notifies Client that Client's Comprehensive Monitoring System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information set forth in paragraph 10 below, as provided hereunder, the Commencement Date shall be the date on which Envera provides notice to Client that the Comprehensive Monitoring System has been fully installed and Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information."*

We cannot determine the Commencement Date because we do not know "the date on which Envera notific[e]d Client that Client's Comprehensive Monitoring System has been fully installed." Nor do we know "[i]f the Client fail[ed] to provide the information set forth in paragraph 10."

Unless this information can be provided by the District, we may need to assume that the Commencement Date occurred sometime after the date of the Agreement (April 25, 2018) and work from that date.

Pursuant to ¶2(c), the Primary Period shall automatically renew for periods of 1 year “unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period.”<sup>1</sup>

In that the written notice of cancellation may be given more than 30 days prior to the expiration of the Primary Period (and assuming that the Commencement date occurred after the date of the Agreement), the District may safely cancel the Agreement any time before March 24, 2021.<sup>2</sup>

It does not appear that there are any Liquidated Damages or other penalties associated with timely cancellation upon the expiration of the Primary Period.

Pursuant to ¶7, Envera maintains ownership of the Envera Kiosk System™. All other equipment listed in Exhibit “A” comprising the Comprehensive Monitoring System (“CMS”) is the property of the District (*see*, Exhibit “C”) except that Envera retains a security interest in such equipment for any unpaid balance on the purchase thereof. It cannot be determined from the documents provided what those balances are, if any.

District has agreed that, upon termination, Envera may, using reasonable care, remove from District’s premises the Envera Kiosk System™ and to provide Envera reasonable access to the premises for such removal. District has further agreed that Envera is not obligated to repair or redecorate District’s property as a result of the removal of Envera’s property. *See*, Exhibit “A.”

Finally, in connection with such cancellation, VillaSol should note the following:

*“All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the “Database Information”), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.” (¶21(j))*

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<sup>1</sup> There is additional language pertaining to Renewal Periods that does not yet apply to VillaSol because the Primary Period has not expired.

<sup>2</sup> April 25, 2021 falls on a Sunday so as an extra caution I backed the date up to April 23, 2021 and counted 30 days from that date.

"Client":	VillaSol Community Development District	Date:	April 25, 2018	CDD:	<input checked="" type="checkbox"/> Yes
"Community":	VillaSol Community Development District	Contract #:	1479		<input type="checkbox"/> No
Description of gate ("Gates") locations, to be referred to as "Premises":		2896 Boggy Creek Road, Kissimmee, FL 34744			

THIS REMOTE MONITORING SERVICE AGREEMENT ("Agreement") is entered into as of the Contract Date by and between the Client and Hidden Eyes, LLC, a Florida limited liability company d/b/a Envera Systems ("Envera"). The parties hereby agree as follows:

1. MONITORING SERVICES TO BE FURNISHED. Envera will furnish the following services ("Services") to the Community for the property located at the Premises, subject to the limitations and conditions set forth below in this Agreement:

- (a) off-site monitoring and control of Client's Gates ("Monitoring Services"); and
- (b) assisting the Community with updating the database of owners, residents, and authorized guests thereof ("Database Services"); and
- (c) installation and maintenance of, and repairs to, the Comprehensive Monitoring System located at the Gates during the term of this Agreement ("Repair and Maintenance Services").

References in this Agreement to the "Comprehensive Monitoring System" shall include the Envera Kiosk System™ and related equipment as described on Exhibit "A" attached hereto; and

The Services shall consist only of the performance of the tasks expressly set forth in this Agreement and in the Service Level Agreement ("SLA") attached hereto as Exhibit "B". The SLA includes a Schedule of Services, which shall be completed by Client upon execution of this Agreement. The Schedule of Services includes a field in which the Client can request specific post orders or additional requests of Envera; Envera will determine whether or not it can comply with such post orders and requests in its sole discretion, on the basis of its current policies and business practices. Any additional requests made by the Client and agreed to by Envera may entail added one-time or recurring costs that will be subject to Client approval prior to effecting any post orders or additional requests. In the event any of the information on the Schedule of Services changes, it is Client's responsibility to submit an updated Schedule of Services to Envera. Envera shall be entitled to rely on the most recently submitted Schedule of Services. No services will be considered added unless and until both parties have initiated a revised Exhibit "B". Client shall immediately notify Envera of any malfunctions of the communication link or power outages for lines used by the Envera equipment. Client understands that, due to the nature of the method used for communicating signals to the central station facility, there may be times when that communication method is not able to transmit signals and consequently, the central station facility will not receive any signals. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit a signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method (i.e., DSL, BPR, or other broadband or Internet based telephone service) installed under this Agreement can also experience an interruption in service resulting in failure of communication signals to transmit. Client further understands that all such transmission methods are wholly beyond the control of Envera and Envera shall have no responsibility for failure of any of such transmission failures. Envera assumes no liability for delays in the installation or interruptions of service due to strikes, riots, floods, fires, act of God or any causes beyond the control of Envera, including interruption of communication methods and will not be required to supply service to the Client while such cause continues. Client will immediately notify Envera of any discovered malfunction or interruption of the communication transmission method utilized by the Comprehensive Monitoring System. The Services do not include provision of utilities for the Comprehensive Monitoring System. During the term of this Agreement, the Client agrees to exclusively use Envera for Monitoring Services and Repair and Maintenance Services, and to provide at Client's sole expense electricity for operation of the Comprehensive Monitoring System. The Client shall provide a hard-lined primary internet service connection with a static IP address and a minimum of 5Mbps upload/download speed, and a secondary hard-lined internet connection with a static IP address and at least 3 Mbps upload/download speed. In the event that a secondary hard-lined connection is not available in the Client's geographical area, the Client may contract with an approved wireless SIM router provider for the provision of a secondary line. The Client understands that the performance of a wireless SIM connection is of variable quality, and is dependent upon a number of factors including signal strength and distance to the nearest cellular tower. In the event that primary and secondary lines fail, the gates at the Premises will, by default, remain in the open position until signal is restored.

2. TERM.

- (a) Following execution of this agreement and payment of any deposit required hereunder, Envera shall diligently proceed to install the Comprehensive Monitoring System. Envera shall notify Client when installation is nearing completion, and within five (5) days of such notification, Client shall provide to Envera the information set forth in paragraph 10 below. The "Commencement Date" of this Agreement shall be the date on which Envera notifies Client that Client's Comprehensive Monitoring System has been fully installed, including the initial preparation of the database using Client's information. If Client fails to provide the information set forth in paragraph 10 below, as provided hereunder, the Commencement Date shall be the date on which Envera provides notice to Client that the Comprehensive Monitoring System has been fully installed and

Envera is ready, willing and able to provide the Monitoring Services but for the lack of such information.

- (b) The Services to be furnished by Envera will be for a primary period (the "Primary Period") of thirty-six (36) months commencing on the Commencement Date.
- (c) After the expiration of the Primary Period, this Agreement shall automatically renew for additional terms of one (1) year ("Renewal Period(s)") unless either party shall give written notice of cancellation at least thirty (30) days prior to the expiration of the Primary Period or any Renewal Period.

3. TERMINATION.

- (a) Either party may terminate this Agreement with cause in the event of a default by the other party as set forth in paragraph 12 below.
- (b) Either party may terminate this Agreement without cause by providing at least thirty (30) days written notice to the other party ("Early Termination").
- (c) Early Termination or termination of this Agreement for cause is subject to the provisions of paragraph 13 below.
- (d) Envera may terminate this Agreement, without notice, in the event Envera's central station connection link or the equipment within the Client's Premises is destroyed by fire or other catastrophe, or is otherwise so substantially damaged that it is impractical to continue service. In the event of termination pursuant to this subparagraph, Envera shall be relieved of any further obligations under this Agreement, but Client shall remain liable for payment of any and all amounts due for Services provided up to the date of termination of Services.

4. COMPENSATION.

- (a) The Client agrees to pay Envera the following fees, which are set forth in the Schedule of Fees attached hereto as Exhibit "C" (collectively the "Service Rates"):
  - (i) The Monitoring and Database Service Rates. The parties agree that the Monitoring and Database Service rates that are currently identified on Exhibit "C" are based on the Client's representation that the number of homes listed are a true representation of existing homes in the Community that will be registered with Envera. If a greater number of homes is registered with Envera during the term of this Agreement, the Monitoring and Database Rates will increase by the per home per month price listed in Exhibit C, with such increase to take place in the month following the registration.
  - (ii) The Service & Maintenance Plan Rates.
  - (iii) The Repair & Maintenance Services Standard Rates, which apply when Client has declined the Service & Maintenance Plan and /or is responsible for Repair or Maintenance Service to the Comprehensive Monitoring System.
  - (iv) Client acknowledges that the rates set forth on Exhibit "C" do not include additional charges for any applicable taxes, and Client agrees to pay those taxes, if any. In addition, the Client agrees to pay for all costs to apply for and obtain any permits required by any state or local agency or body relative to the installation of the Comprehensive Monitoring System, along with costs relating to any bonds, surveys, drawings or site plan modifications for same.
  - (v) The Installation Fee.
- (b) Envera will deliver to Client an invoice at the beginning of each month for the Monitoring and Database Services Rates and Service & Maintenance Plan Rates for the following month, and for any unscheduled Monitoring Services or Repair & Maintenance Services provided in the prior month. The invoice will be payable upon receipt by Client. A two percent (2%) discount will be received by Client if Client pays by automated check handling ("ACH") on a monthly basis. All outstanding invoices not paid within thirty (30) days of receipt thereof shall accrue interest at the maximum rate allowed by law (currently 18% per year).
- (c) Envera may, at any time after the Primary Period, increase the Service Rates or implement or increase service charges to meet changing costs, upon giving the Client notice in writing prior to the month in which such increase will take effect. Except in cases in which an increase in Monitoring and Database Service rates occurs as a result of an increase in the number of homes, as described in paragraph 4(a)(i), increases in the Monitoring Service rate shall not exceed three percent (3%) over the corresponding rate charged for the previous year.
- (d) Notwithstanding the foregoing, Client agrees that Envera shall have the right, at any time, to increase the charges provided herein to reflect any additional governmental surcharges, fees, or taxes relating to the service provided under the terms of this Agreement, which may be imposed on Envera by any governmental agency or utility company. Client agrees to pay those governmental surcharges, fees, or taxes.
- (e) The Monitoring Service rate shall be abated during periods where Monitoring Services are not being provided to Client due to a defect in the Comprehensive Monitoring System, but shall not be abated if Monitoring Services are not provided as a result of any failure of the electrical or internet communications system that services the Comprehensive Monitoring System. Client shall receive a prorated credit for such abatement on the next monthly invoice for the period of time beginning when Client notifies Envera that the Comprehensive Monitoring System





is not functioning and ending when Envera has repaired or serviced the Comprehensive Monitoring System to correct the reported defect such that the Monitoring Services are being provided to the Community. Client shall not receive a credit pursuant to this paragraph for (i) malfunctions in the Comprehensive Monitoring System that are caused by an act or omission of Client or its residents or employees, or (ii) a defect in the Comprehensive Monitoring System that does not result in a suspension of the Monitoring Services.

5. LIMITED WARRANTY AND CONDITIONS; MAINTENANCE.

- (a) Client acknowledges that Envera's obligations hereunder are solely to provide the Services as defined in paragraph 1 above and further described in this Agreement and Exhibits attached hereto. A default on the part of Envera, and any related rights of Client related thereto, will arise only in the event that Envera fails to fulfill its obligations to service or repair the Comprehensive Monitoring System, as such obligations are set forth in this Agreement.
- (b) Envera is not the manufacturer of the Comprehensive Monitoring System and therefore does not guarantee the workmanship or any other aspect of the equipment comprising the Comprehensive Monitoring System; however, certain warranties may be provided by the manufacturer(s) of the components and to the extent that Client is purchasing the components, said warranties will be assigned to Client. Notwithstanding any other provision in this agreement to the contrary, where Client purchases a Comprehensive Monitoring System under this Agreement, Envera warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the Commencement Date. Envera may comply with this obligation by repairing or replacing any defective, covered part with a new or functionally operative component, at its discretion, such repair or replacement being Client's exclusive remedy for any loss or damage due to breach of the warranty set forth in this subparagraph 5(b).
- (c) Notwithstanding anything to the contrary contained in this Agreement, as part of the Repair and Maintenance Services and in consideration for payment of the Service and Maintenance Plan Rates, Envera agrees to provide standard maintenance and repair services without additional charge to Client. For the purposes of this agreement, "standard" maintenance and repair services shall mean those rendered reasonably necessary (i) due to ordinary use, wear and tear or (ii) directly as a result of a malfunction of the Comprehensive Monitoring System. Should any of the equipment need to be serviced or replaced at any time in connection with a standard maintenance and repair service, Envera will not charge for labor or system parts and materials. Trip charges may apply. Upon receipt of notice from Client that a repair is required, or upon Envera's discovery of a needed repair, Envera shall use reasonable discretion to determine whether a repair is "standard" or the result of a third party or other cause beyond Envera's control, including such events as described in paragraph 5(d) below.
- (d) Repairs to or replacement of the Comprehensive Monitoring System or its components rendered necessary by any of the following events shall not be considered "standard" and related costs shall be the responsibility of Client at the Repair & Maintenance Services Standard Rates: accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation or any other cause beyond the control of Envera, including interruption of electrical power, or internet service. Further, Envera shall not be responsible for any interruption in the Monitoring Services as a result of any of the foregoing occurrences, and Envera will not be required to perform the Services while any such cause continues.
- (e) EXCEPT AS EXPRESSLY SET FORTH IN PARAGRAPH 5(b) HEREOF, ENVERA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE COMPREHENSIVE MONITORING SYSTEM (INCLUDING THE INSTALLATION THEREOF), AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. ENVERA DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE COMPREHENSIVE MONITORING SYSTEM.
- (f) It is understood and agreed by the parties hereto that Envera is providing a Comprehensive Monitoring System and/or Services designed to reduce the risk of loss only; that Envera does not cause any of the adverse events that the Comprehensive Monitoring System or the Services are meant to avert, and that Envera does not guarantee or warrant that no adverse events will occur during the term of the Agreement; that the payments provided for herein are based solely on the value of the Comprehensive Monitoring System and/or Services as described herein and are unrelated to the value of any property located on the Premises; that Envera is not liable for losses that may occur in cases of malfunction or nonfunction of any Comprehensive Monitoring System provided by, or serviced by, Envera, that Envera is not liable for losses that may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Envera's negligence or failure of performance, and Client waives and releases Envera from

any such damages, claims and losses; that Envera is not liable for losses resulting from failure to warn or inadequate training; that Envera is not an insurer; and that insurance covering personal injury, property loss, damage to and on Client's Premises must be obtained and/or maintained by Client. Client understands that it is Client's duty to purchase and maintain such insurance and Client shall look only to its insurer in the event of the occurrence of any adverse event that the Comprehensive Monitoring System or the Services are meant to avert; that Envera offers several levels of protection and services; and that the Comprehensive Monitoring System and/or Services described has been chosen by Client after considering the several levels of protection afforded by various systems and the related costs.

6. INSTALLATION. Client hereby authorizes and empowers Envera, its agents or assigns, to come upon the Premises to install, service and maintain the Comprehensive Monitoring System, and to make any necessary inspections, tests, and repairs as required. It is mutually agreed that the work of standard repairs or service by Envera shall be performed between the hours of 8:00 a.m. and 5:00 p.m., exclusive of Saturdays, Sundays and holidays. In the event of an emergency, Envera may provide Services outside of standard business hours, and in such event, Envera reserves the right to charge an additional premium for Services provided under such circumstances. Client shall not make any modifications to the Comprehensive Monitoring System without first obtaining the written approval of Envera. Client shall be responsible for all costs associated with the removal of any trees, and damage to control wiring, utility wiring or ducting, or other subterranean or hidden facilities that are damaged during installation.
7. EQUIPMENT. Client acknowledges that the Envera Kiosk System™ shall remain the property of Envera and that Client is only licensed to use such equipment during the term of this Agreement. Ownership of the rest of the components of the Comprehensive Monitoring System is set forth in Exhibits "A" and "C". If any other components of the Comprehensive Monitoring System are purchased by the Client, then Envera will retain a security interest in such equipment until the full purchase price has been paid. If Envera chooses to obtain a backup internet connection to serve the Comprehensive Monitoring System, Client further agrees to cooperate with Envera in Envera's effort to obtain such backup connection.
8. SYSTEM CHECKS. Client agrees to perform system checks as instructed by Envera to ascertain if the Comprehensive Monitoring System is properly functioning. If Client shall discover a defect in the Comprehensive Monitoring System, Client shall immediately contact Envera in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered. Envera shall perform repairs as soon as is reasonably possible after receipt of notice from Client.
9. VIDEO FOOTAGE. Envera agrees to make archived video footage from the Comprehensive Monitoring System reasonably available to Client, which footage is typically retained by the digital video recorder for a period of thirty (30) days. In addition, Client will have access to viewing live video footage from Client's computers. Client acknowledges that viewing live footage will (i) be limited to officers and employees of Client and that residents will not be authorized to access the footage, (ii) be restricted to one Client user at a time, and (iii) involve installation of software onto Client's computers. Envera will use reasonable efforts to train up to three (3) individuals designated by Client to access the live video footage; however, Client is solely responsible for the installation of any software programs and Client expressly acknowledges that Envera is not responsible for the functionality of such software on Client's computers. Envera agrees to reasonably cooperate to provide available video footage to Client in response to any public records requests received by Client; provided, however, that to the extent permitted by Florida law, Envera shall be entitled to reimbursement for its reasonable time and material expenses incurred in responding to such requests, the costs of which shall be invoiced to Client and paid according to subparagraph 4(b) above.
10. INFORMATION. Client agrees, upon signing this Agreement, to supply ENVERA with the following information, all of which shall be transmitted to Envera via email or other electronic means and shall be made structured in an electronic format specified by Envera, for importation into Envera's database:
  - (a) A complete electronic list of names, mailing addresses and phone numbers of property owners and homeowner/condominium association members for the purpose of notifying the residents of the Community's decision to contract with Envera. The notification will provide simple instructions regarding the use of Envera, a PIN Code for use by each residential unit and a questionnaire regarding the residents' wishes for permanent and temporary guests, allowed service personnel and rental/renter information.
  - (b) Client's written instructions for admittance of Client's employees, vendors and service personnel through the Gates. These instructions should include, as applicable, contracted service vendors (e.g., landscape maintenance), purveyors and employees, resort guests and instructions regarding sport activity reservations.
  - (c) A list of renters in the Community and the dates of their lease commencements and expirations. Client shall provide Envera with the appropriate contact information for each new resident/renter as new residents move in.
  - (d) Contact information for the appropriate law enforcement and emergency service agencies servicing the Community.



11. **PRIVACY.** All of the information described in paragraph 10 above ("Protected Information") shall be held by Envera as confidential and will be used for no purpose other than maintaining an information database as described herein. Envera shall not release any of the Protected Information to any third party without the prior written consent of Client. Notwithstanding the foregoing, in the event Envera becomes legally obligated to disclose any of the Protected Information, Envera may disclose that portion of the Protected Information as is legally required to be disclosed, provided that Envera shall promptly notify Client of such required disclosure so that Client may seek a protective order or other appropriate remedy.
12. **DEFAULT.**
- (a) **Default by Client.** Client shall be in default of this Agreement in the event it (i) fails to pay any amount when due as provided by this Agreement, and/or (ii) commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of any default of this Agreement by Client, Envera shall be entitled to terminate this Agreement immediately and Client shall be liable to Envera for the damages as set forth in paragraph 13 below.
- (b) **Default by Envera.** Envera shall be in default of this Agreement in the event it commits a material breach of any of its obligations hereunder and fails to cure such material breach within fifteen (15) days of receipt of written notice thereof or, if such breach cannot reasonably be cured within said 15 days, to commence and diligently prosecute to cure the breach within 15 days of receipt of written notice thereof. In the event of a termination by Client due to Envera's default, Client shall not be responsible for payment of the Liquidated Damages, as set forth in paragraph 13 below; however, Client shall remain liable to Envera for payment of any and all amounts due for Services provided up to and including the date of termination of this Agreement by Client.
13. **DAMAGES.**
- (a) **NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, CLIENT AGREES THAT ENVERA SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- (b) In the event that (i) Client exercises its right to Early Termination without cause or (ii) Envera terminates this Agreement for cause pursuant to subparagraph 12(a) above, Client shall pay to Envera fifty percent (50%) of the balance due for Services for the remainder of the Primary Period or then-current Renewal Period, as applicable (the "Liquidated Damages"). Envera and Client agree that the Liquidated Damages are a reasonable estimation of the damages of cancellation due to the inability of computing actual costs, including, but not limited to, the cost of disconnecting and removing Envera's equipment, the lost opportunity of using the equipment in another engagement, and the loss of the value of the unexpired portion of the Agreement. In the event Client fails to pay the amount of Liquidated Damages and/or the amount then due for Services previously rendered within thirty (30) days of termination, Client agrees to pay Envera all costs of collection, including without limitation, reasonable attorney's fees.
- (c) In the event that (i) Envera exercises its right to Early Termination or (ii) Client terminates this Agreement for cause pursuant to subparagraph 12(b) above, Client's damages hereunder shall be limited to the actual damages incurred by Client, but in no event shall Envera be liable for more than the amount paid by Client for one (1) month of Monitoring and Database Services, as set forth in subparagraph 4(a)(i) above. In no event will Envera be liable for consequential, incidental, indirect, punitive or special damages from any cause of action of any kind, whether arising in contract, tort, or otherwise.
14. **INDEMNIFICATION.**
- (a) To the extent permitted by law, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims, damages or losses asserted by third parties (the "Claims") and that arise out of or relate to this Agreement. This provision shall apply to all claims whether based upon negligence (including Envera's negligence), active or passive, express or implied contract or warranty, contribution or indemnification, but the indemnification obligation shall not apply to Claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Comprehensive Monitoring System or for a Claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.
- (b) Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely and directly from a malfunction of the Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party, or arising out of or relating to any alleged failure to provide Services. Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law.
15. **SCOPE OF AGREEMENT.** Client acknowledges that the provisions of this Agreement, and particularly those paragraphs relating to disclaimer of warranties, limitation of liability, and third-party indemnification, inure to the benefit of and are applicable to Envera, Envera's direct and indirect parents, affiliates, subsidiaries, and to any subcontractors engaged by Envera to provide monitoring, maintenance, installation, or service of the systems provided herein. Client hereby waives, on its behalf, and any of its insurance carriers, any rights of subrogation any such carrier may otherwise have against Envera.
16. **NOTICES.** All notices hereunder must be in writing and served by registered or certified mail, postage prepaid, return receipt requested, facsimile, or electronic mail to the parties set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference. Change of address may be designated by appropriate notice similarly given to the other party herein.
17. **LIVE GUARD SERVICES.** Client may retain the services of a third party to provide live guard monitoring of Client's Gates during hours when Envera is not providing Monitoring Services. In such event, Client shall provide Envera of written notice of any such live guard services at least thirty (30) days prior to the commencement thereof, including contact information for the live guard and the hours during which the live guard will provide its services. Envera shall have no responsibility for the actions of a live guard and shall not be obligated to provide the live guard access to the Comprehensive Monitoring System. Client's indemnification obligations set forth in paragraph 14 above shall expressly extend to and include any and all claims relating to actions or omissions of any live guard.
18. ~~\_\_\_\_\_ (Envera) REB Client (Parties shall initial this provision if it applies.)~~ **PROPERTY MANAGEMENT.** Client has retained the services of a property management company to facilitate the operation of various functions of the Community. Envera is hereby authorized to communicate with and rely upon the actions of such property management company, through the individual(s) identified below, with regard to all aspects of this Agreement, except for the execution of amendments hereto which shall require the signature of an officer of Client's corporation. Further, a copy of any notice required under this Agreement shall also be sent to the contact information set forth on the schedule attached hereto as Exhibit "D" and incorporated herein by reference and Client shall notify Envera of any change to such information.
19. ~~\_\_\_\_\_ (Envera) REB Client (Parties shall initial this provision if it applies.)~~ **COMMUNITY DEVELOPMENT DISTRICT.** The parties acknowledge that Client is a community development district established and governed according to Chapter 190, Florida Statutes. Exhibit "E" containing additional language regarding the nature of a Community Development District is attached hereto and incorporated herein by reference.
20. **NO THIRD PARTY BENEFICIARY.** This Agreement is made solely and specifically between, and for the benefit of, the parties hereto, and their respective successors and assigns (subject to the express provisions hereof relating to successors and assigns) and no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. Client does hereby for itself and other parties claiming under it, release and discharge Envera from and against all claims arising from the hazards covered by Client's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against the company.
21. **MISCELLANEOUS.**
- (a) In the event of any litigation or other legal proceeding hereunder, the prevailing party will be entitled to an award of his, her, or its direct, indirect, or incidental expenses incurred, including but not limited to, court costs and reasonable attorney's fees incurred throughout all negotiations, trials or appeals.
- (b) This Agreement will be construed and enforced in accordance with Florida law.
- (c) This instrument, including all attached Exhibits, contains the entire Agreement between the parties and no modification, release, or waiver of any provision hereof will be effective unless it is in writing and signed by the parties.
- (d) If any of the terms or conditions of this Agreement shall be declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
- (e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument.
- (f) The article and section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party hereto. This Agreement shall not be construed against either party by virtue of a party of a party being deemed the Agreement's drafter.
- (g) If there is any conflict between this Agreement and any other document between Envera and Client relating to the subject matter hereof, this Agreement will govern, unless such other document is dated subsequent to this Agreement and expressly states that it controls.
- (h) Envera will at all times be deemed an independent contractor hereunder; all taxes, social security benefits, unemployment compensation taxes and related costs related to Envera's employees will solely be the responsibility and function of Envera.
- (i) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of

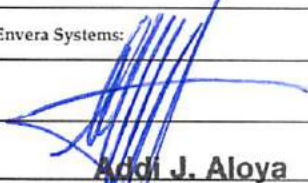


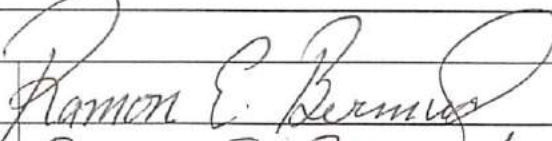
Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Client.

- (f) The Client agrees that Envera retains sole authority over the use of and access to the MyEnvera.com website, any database contained on that website, and any information that is uploaded to that website via any Envera mobile device application ("App"). The Client shall not restrict its residents' access to the MyEnvera.com website, or any Envera App, and shall not restrict a resident's

ability to modify or update the information contained therein, including guest information. All information that is uploaded by the Client or any resident to the MyEnvera.com website, or by use of any Envera App (the "Database Information"), shall be the sole and exclusive property of Envera. Upon termination or expiration of this Agreement, Client shall not be entitled to view, copy or access the Database Information.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below, the last of which shall be the Contract Date set forth on the first page hereof.

<b>HIDDEN EYES, LLC d/b/a Envera Systems:</b>	
Signature	
Print Name	<b>Addi J. Aloya</b>
Title / Position	<b>Chief Executive Officer</b>
Date	<b>5/3/18</b>

<b>CLIENT:</b>	
Signature	
Print Name	<b>RAMON E. BERMUDEZ</b>
Title / Position	<b>CHAIRMAN CBIS</b>
Date	<b>5-1-18</b>

**EXHIBIT "A" - DESCRIPTION OF COMPREHENSIVE MONITORING SYSTEM AND RELATED EQUIPMENT**

The Comprehensive Monitoring System consists of a self-contained gate monitoring system that incorporates two way voice and remote video capability.

Related Equipment (components to be listed below):

**Virtual Gate Guard System at Main Entrance**

1	Envera Kiosk System™ (Envera-Owned) with Automatic License Plate Recognition	-1	Envera Kiosk System (Envera Owned) Megapixel
3	Outdoor Bullet Camera - 2MP	-1	Equipment Rack - (Floor)
4	License Plate Camera - 2 MP	1	NVR iFT - 16 IP Channels, 6TB
1	License Plate Camera - ALPR	1	Fortigate Router
1	Outdoor Dome Camera - 1MP with IR	1	Ground Loop - Reno Detector Harness
1	16' Aluminum 4 X 4 Pole	1	Traffic Light - Red/Green
1	Outdoor Enclosure Kit - Large	1	iBoot Bar
1	Battery Backup Rack Mount 1000VA/900W	1000	Wire
	Additional Equipment installed under Contract #346		

**Access Control System for Resident Vehicles at Main Entrance**

	Equipment installed under Contract #346		

**(2) LED Barrier Arms at Main Entrance**

1	12' Magnetic Toll Barrier Arm (Left Side) - LED	1	12' Magnetic Toll Barrier Arm (Right Side) - LED
2	Ground Loop - Reno Detector Harness	100	Wire
	Additional Equipment installed under Contract #346		

The Envera Kiosk System™ shall remain the sole property of Envera and any and all compensation paid pursuant to this Agreement is solely for the use, and not ownership, thereof, during the Primary Period and any Renewal Period. The ownership of the remaining components of the Comprehensive Monitoring System, as listed above, is set forth in Exhibit "C" below. It is understood and agreed that upon termination, Envera may remove the Envera Kiosk System™ and any of its other property using reasonable care, without obligation to repair or redecorate any portion of the Client's Premises or Envera may abandon, in whole or in part, such property. Envera's removal of its property shall not constitute a waiver of the right to collect any charges which may have been accrued or may be due hereunder. The Client agrees to permit Envera reasonable access to the Premises to remove all equipment.

**EXHIBIT "B" – ENVERA'S SERVICE LEVEL COMMITMENT TO CLIENT AGREEMENT**

1. Envera will provide an efficient and reliable gated entrance monitoring service that is staffed 24 hours a day, 365 days a year using trained and Class D licensed operators responsible for using commercially reasonable efforts in greeting guests, maintaining traffic flow and verifying that visitors are on an approved visitor list, subject to any post orders by Client, and to the Comprehensive Monitoring System and Client's Gates functioning under normal operating conditions.
2. Envera will answer, at minimum, 85% of the kiosk calls within 30 seconds.
3. Envera will employ redundant systems and power backup for the central monitoring station at all times.
4. Envera will employ upgrades that may be available to the gate monitoring software.
5. Envera will employ software for monitoring the kiosk and related Internet based systems for connectivity and continuity.
6. Envera will provide Client, as part of the service agreement, administrative software for managing each community's visitor and resident database.
7. Envera will provide Client as part of the service agreement web access to all residents within each community for managing their permanent and temporary guests.
8. Envera will maintain a Voice Mail system for guest registry.
9. Envera will make available a designated implementation team to provide training and assistance as needed during the implementation of the Comprehensive Monitoring System.

All of the above shall be included in the standard rates set forth in the Monitoring and Database Service Rates.

**Envera Video Retrieval Guidelines**

To request a video retrieval from Envera Systems, please follow the guidelines below:

- Please use the 'Request for Video Retrieval' form to request a video retrieval and email all requests to [customerservice@enverasystems.com](mailto:customerservice@enverasystems.com).
- The turnaround time for a video request is within two business days of the request receipt. If an onsite video pull is required, the turnaround time may take a few days longer.
- Envera will search for the requested video for 1 hour at no charge. Any additional time spent attempting to locate and pull the video will be charged at \$50.00 per hour.
- Envera will make the video available for viewing or download on the secure FTP site. To burn a video to CD there is a processing fee of \$25.00 per copy requested.
- Envera will provide video in the native format of your DVR. If you request the video in a different format Envera will charge \$50.00 per hour for converting the file format.
- Please use the 'Request for Video Retrieval' form to request a video retrieval.



EXHIBIT "B" PAGE 2 - SCHEDULE OF SERVICES

**Customer Information:**

Client Name:	VillaSol Community Development District	CSID #:	
Bill Company:	Inframark	Account #:	
Bill Address:	210 N. University Drive, Suite 702, Coral Springs, FL 33071		

**Emergency Contact List / Email Notifications (List in Order):**

Name:		Phone #:		Email:	
Name:		Phone #:		Email:	
Name:		Phone #:		Email:	

**Gate Break Repair Contacts:**

Company:		Contact:	
Instructions:		Phone #:	
Company:		Contact:	
Instructions:		Phone #:	
Company:		Contact:	
Instructions:		Phone #:	

**Gate Open / Close Times:**

	Open Time	Close Time		Open Time	Close Time
Sunday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Monday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Tuesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Wednesday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Thursday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Friday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM
Saturday	<input type="checkbox"/> AM <input type="checkbox"/> PM	24 Hours	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> AM <input type="checkbox"/> PM

**Post Orders / Changes:**

1.	
2.	
3.	

Please submit updated Schedule of Services to [CustomerService@enverasystems.com](mailto:CustomerService@enverasystems.com). All updates will be processed within 2 business days.

<b>FOR INTERNAL USE:</b>	Sales Rep: Wendy Wilson	Received:	Entered:
IP Address Provider:		Phone #:	
Router User Name:		Router Password:	

*[Handwritten Signature]*  
Client: **REB**

**EXHIBIT "C" - SCHEDULE OF FEES**

**A. Monitoring & Database Services Rates**

Envera Kiosk System™	\$ 500.00	x 1	Kiosk(s)	=	\$ 500.00
24 Hour Monitoring of Virtual Gate Guard System at Main Entrance	\$ 11.00	x 489	Homes	=	\$ 5,379.00
Managed Access Control	\$ 150.00	x 1		=	\$ 150.00
*\$11 per month for each additional home as registered with Envera					
<b>Monthly Monitoring Rates</b>					<b>\$ 6,029.00</b>

**B. Repair & Maintenance Services**

**SERVICE & MAINTENANCE PLAN RATES**

Monthly rate for standard services described in paragraphs 1 and 5 of the Agreement.	\$ 861.05
<input checked="" type="checkbox"/> ACCEPT MONTHLY PROGRAM	<input type="checkbox"/> DECLINE MONTHLY PROGRAM - STANDARD RATES APPLY

**REPAIR & MAINTENANCE STANDARD RATES**

	TRIP CHARGE	HOURLY RATE
Standard Service (8:00 a.m. - 5:00 p.m., exclusive of Saturdays, Sundays, and holidays)	\$ 50.00	\$ 95.00
Emergency Service (Outside of Regular Business Hours Listed Above)	\$ 50.00	\$ 130.00

**C. Installation Fee**

Virtual Gate Guard System at Main Entrance (Additional Equipment Installed under Contract # 346)	\$ 9,934.39	x 1	=	\$ 9,934.39
Access Control System for Resident Vehicles at Main Entrance (Equipment Installed under Contract # 346)	\$ 0.00	x 1	=	\$ 0.00
(2) LED Barrier Arms at Main Entrance (Additional Equipment Installed under Contract # 346)	\$ 11,048.50	x 1	=	\$ 11,048.50
Client acknowledges that the Envera Kiosk System™ shall remain the sole property of Envera, and that all compensation paid pursuant to this Agreement is solely for the Client's use, but not ownership, of the Envera Kiosk System™.	Discount			\$ (20,982.89)
	<b>Total Installation</b>			<b>\$ 0.00</b>

**D. Pre-Payment Deposit**

Deposit due prior to installation will be equal to the first two month's monitoring and 50% of installation costs.

Monthly Monitoring & Database Services	\$ 6,029.00	x 1	=	\$ 6,029.00	
Monthly Repair & Maintenance Services	\$ 861.05	x 1	=	\$ 861.05	
				% Sales Tax	\$ N/A
<b>Total Monthly Compensation</b>				<b>\$ 6,890.05</b>	
Total Due for Pre-Payment Deposit	\$ 6,890.05	x 2	=	\$ N/A	
Total Due for Installation Deposit	\$ 0.00	x 50%	=	\$ 0.00	
<b>Total Deposit Due</b>				<b>\$ 0.00</b>	

Client: 

EXHIBIT "D" - NOTICES & ADDRESSES

All Notices will be sent to:

ENVERA:	Envera Systems				
Address:	4171 W. Hillsboro Blvd., Ste. 2				
City:	Coconut Creek	State:	FL	Zip:	33073
E-mail:	<a href="mailto:info@enverasystems.com">info@enverasystems.com</a>	Fax:	(561) 910-5869		

WITH A COPY TO:					
Company:	Berlin Patten Ebling, PLLC- Attn: Daniel C. Guarnieri, Esq.				
Address:	3700 South Tamiami Trail Suite 200				
City:	Sarasota	State:	FL	Zip:	34239
E-mail:	<a href="mailto:Dguarnieri@berlinpatten.com">Dguarnieri@berlinpatten.com</a>	Fax:	(941) 954-9992		

<b>CLIENT:</b>					
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>E-mail:</b>		<b>Fax:</b>			

<b>WITH A COPY TO:</b>					
<b>Company:</b>					
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>E-mail:</b>		<b>Fax:</b>			

Property Management Company:

<b>Company:</b>					
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Telephone:</b>		<b>Fax:</b>			
<b>E-mail:</b>					
<b>INDIVIDUAL(S) AUTHORIZED TO REPRESENT CLIENT FOR THE PURPOSES OF THIS AGREEMENT:</b>					

*[Handwritten signature]*  
Client: *REB*



EXHIBIT "E" - COMMUNITY DEVELOPMENT DISTRICT ADDENDUM

1. Given the nature of a Community Development District, the parties acknowledge that the roads within the Community are dedicated for public use and as such, Envera may not restrict or limit public use or access to them.
2. The parties acknowledge and agree that Client is a community development district, established pursuant to Chapter 190, Florida Statutes, and as such the ability of Client to indemnify, defend and hold harmless Envera is limited. To the extent the terms of this Agreement are in conflict with the statutes and law regarding indemnification by community development districts, the scope of such provisions shall be deemed revised to provide the maximum amount of indemnification from Client permitted by such law. Further, the Parties expressly acknowledge that Florida law provides that Client may not indemnify a private party for damages, acts, or losses caused by the negligent acts or omissions of Envera, its officers, employees, agents, and subcontractors.
3. Envera agrees and understands that Chapter 119, Florida Statutes, may be applicable to the reports, recordings, tapes, computer files, and other documents and records, prepared, generated, or created in connection with the work and services provided to the District by Envera. Envera shall allow reasonable access to such documents to the extent required by Chapter 119, Florida Statutes; provided, however, that Envera shall not be required to allow access to its internal documentation, trade secrets, or other proprietary information unless so ordered by a court of law. Client acknowledges that it may incur additional charges for the maintenance of extended back up data storage or Envera's reasonable time and materials costs incurred in connection with responding to public records requests.
4. Client is subject to the protections afforded under §768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

Client:  

## Addendum to Remote Monitoring Service Agreement

"Client":	Villa Sol Community Development District	Contract Date:	April 25, 2018	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	Villa Sol Community Development District	Contract #:	1479	
"Premises":	2896 Boggy Creek Road, Kissimmee, FL 34744			

This Addendum is made to that certain Envera Remote Monitoring Service Agreement ("Agreement") for the "Premises" listed above, dated April 25, 2018, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Company"), and Villa Sol Community Development District ("Client"). The Parties hereby agree as follows:

1. Paragraph 14 of the Agreement shall be deleted, and the following language shall be included in its place:

"INDEMNIFICATION

(a) To the extent permitted by law and to the extent that Client would have liability in the absence of this paragraph, Client agrees to and shall indemnify, defend and hold harmless Envera, its employees and agents from and against all claims brought by third parties arising out of or relating to this Agreement. This provision shall apply to all claims whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification, but this provision shall not apply to claims for property damage or personal injury brought by third parties arising solely from a malfunction Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees.

(b) Envera agrees to and shall indemnify, defend and hold harmless Client from and against claims for property damage or personal injury brought by third parties arising solely from a malfunction Comprehensive Monitoring System or for a claim for loss or damage solely and directly caused by an intentional or grossly negligent act of Envera or its employees, but not for any claims relating to the entry into the Community by any third party. Except to the extent that such waiver is not permitted under the terms of Client's existing liability insurance policies, Client hereby waives its right to recovery against Envera for any loss covered by insurance on the Premises or its contents to the extent permitted by any policy or by law."

2. The following language shall be added to the end of paragraph 20:

"Except to the extent that such waiver is not permitted under the terms of Client's existing liability insurance policies."


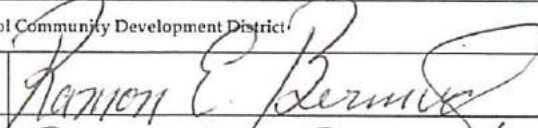
3. Paragraph 21(i) of the Agreement shall be deleted and the following language shall be included in its place:

"(i) This Agreement is not assignable by the Client except upon the prior written consent of Envera, the granting of which consent shall be at the sole option of Envera. Envera shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, to any affiliate of Envera, or to and lender of Envera or any affiliates of such lender, all without notice to or the consent of the Client."

4. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.

5. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: Villa Sol Community Development District	
Signature		Signature	
Print Name	<b>Adria Aloya</b>	Print Name	<b>RAMON E. BERMUDEZ</b>
Title / Position	<b>Chief Executive Officer</b>	Title / Position	<b>EDIS CHAIRMAN</b>
Date	5/3/18	Date	5-1-18



**ADDENDUM TO  
REMOTE MONITORING SERVICES AGREEMENT**

"Client":	VillaSol Community Development District	Date:	May 15, 2018	CDD: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
"Community":	VillaSol Community Development District	Contract #:	346	
"Premises":	2896 Boggy Creek Rd, Kissimmee, FL 34744			

This Addendum is made to that certain Envera Remote Monitoring Services Agreement ("Agreement") dated May 23, 2014, by and between Hidden Eyes, LLC d/b/a Envera Systems ("Envera"), and VillaSol Community Development District ("Client").

WHEREFORE; the Parties wish to amend the terms of their relationship in order to allow the continued provision of services by Envera;

NOW THEREFORE, in consideration of the forgoing, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein.
2. Beginning on May 19, 2018 Envera shall provide Services to the Client only between the hours of 7:00 p.m. through 4:00 p.m. For the sake of clarity, the gates will be open daily between 4:00 p.m. and 7:00 p.m.
3. Beginning on May 19, 2018, the cost for monitoring the Virtual Gate Guard System shall be increased from \$9.00 per home to \$13.00 per home, plus sales tax. Any additional homes added over those currently billed, will be added at the new rate of \$13.00 per home.
4. All other contractual amounts shall remain the same.
5. This Addendum may be executed in any number of counterparts, a complete set of which shall be deemed an original.
6. In the event of a conflict or ambiguity between this Addendum and any other Agreement or Addendum, this Addendum shall control and supersede said document.

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates written below.

HIDDEN EYES, LLC d/b/a Envera Systems:		CLIENT: VillaSol Community Development District	
Signature		Signature	
Print Name	<b>Addi J. Aloya</b>	Print Name	RAMON E. BERMUDEZ
Title / Position	<b>Chief Executive Officer</b>	Title / Position	CDD CHAIRMAN
Date	5/18/18	Date	5-19-18

## **Fifth Order of Business**

**5A**





On MOTION by Mr. Bermudez seconded by Mr. Gosdin, with all in favor, Resolution 2021-1 – a resolution of the Board of Supervisors of the VillaSol Community Development District declaring vacancies in certain seats on the Board of Supervisors pursuant to Section 190.006(3)(b), Florida Statutes and providing for an effective date was adopted. (4-0)

**B. Appointment of Supervisors to Fill Vacancies in Seats 2 and 3**

Mr. Gosdin nominated Mr. Michael Edgecombe to fill Seat 2 and Mr. Bermudez seconded the nomination, with all in favor, the appointment of Mr. Edgecombe was approved. (3-0)

Mr. Bermudez nominated Mr. Servando Comas Jr. to fill Seat 3 and Mr. Edgecombe seconded the nomination, with all in favor, the appointment of Mr. Comas was approved. (3-0)

**C. Oath of Office Newly Elected Supervisors**

Ms. Suit, a Notary Public of the State of Florida administered the oaths of office to Mr. Edgecombe and Mr. Comas.

**D. Election of Officers – Resolution 2021-2**

Mr. Comas nominated Mr. Bermudez as Chairman and Mr. Gosdin seconded the nomination, hearing no further nominations, with all in favor, Mr. Bermudez was elected Chairman. (3-0)

Mr. Bermudez nominated Mr. Comas as Vice Chairman and Mr. Edgecombe seconded the nomination, hearing no further nominations, with all in favor, Mr. Comas was elected Vice Chairman. (3-0)

On MOTION by Mr. Bermudez seconded by Mr. Edgecombe, with all in favor, Resolution 2021-2 – a resolution designating officers of VillaSol Community Development District as Ramon Bermudez - Chairman, Servando Comas Jr - Vice Chairman, Kristen Suit - Secretary, Alan Baldwin - Treasurer, Stephen Bloom - Assistant Treasurer, and Michael Edgecombe, Mark Gosdin and Faye Woolery - Assistant Secretaries was adopted. (4-0)

**FOURTH ORDER OF BUSINESS**

**Engineer’s Report**

**A. Discussion and Consideration of Proposals for Road Repairs**

- Discussion ensued on proposals from the road repairs. Mr. Armans addressed the CCTV for new areas and the existing repairs they are aware of and packaging the repairs together.
- Mr. Gosdin addressed the three areas previously outlined, designated in order and that need to be done in three phases.
  - Mr. Armans noted they have quotes from when they did the CCTV, but they do not have more recent quotes.
  - Mr. Gosdin noted they need to finish the CCTV and get quotes as soon as possible.
- Mr. Bermudez inquired which were completed noting they allocated to do the repair at Riachuelo.
  - Mr. Armans noted they have completed the one by the sidewalk, the one between the two homes, and the one east of there in the roadway replacing the roadway inlet and connecting pipe. The next project authorized by the Board and contracted is the exit lane. The work has started with materials being ordered.
  - Mr. Bermudez addressed the repair noting the contractor said it would be between December 1<sup>st</sup> and 3<sup>rd</sup>. They need to notify the community that the lane will be shutdown.
  - Ms. Suit reviewed a memo dated April 22, 2020 and inquired where they are on Schedule A.
  - Mr. Armans noted Schedule A does not include the exit repair. They have submitted a schedule which was provided to Ms. Suit. The contractor has been told if there will be lane closures, they need to communicate that to the Board one week prior.
  - Mr. Bermudez noted there needs to be a pedestrian detour if they are closing the sidewalk.
- Discussion continued on Schedule A.
  - Mr. Comas addressed working with TOHO and Mr. Armans noted they have tried to reach TOHO several ways and are not receiving responses.
  - Mr. Clark noted if the Board would like him to get involved, he will get the details from Mr. Armans.
- Mr. Armans reported for the Beezer Homes construction they reached out to the County to confirm the drainage since it was draining toward VillaSol homes. The County responded

noting they will be sending inspectors to look at the site. They continue to reach out to the County and take pictures of the continuing drainage issues.

**FOURTH ORDER OF BUSINESS Attorney’s Report**

There being no report, the next item followed.

**FIFTH ORDER OF BUSINESS District Manager’s Report**

**A. Approval of the Minutes of September 8, 2020 Meeting**

On MOTION by Mr. Bermudez seconded by Mr. Edgecombe, with all in favor, the minutes of the September 8, 2020 meeting were approved. (4-0)

**B. Financial Statements**

- Ms. Suit noted the financial statements are included in the agenda package and inquired if there are any questions.
- Discussion followed on R&M – Roads & Alleyways.

On MOTION by Mr. Edgecombe seconded by Mr. Gosdin, with all in favor, the September financial statements were approved. (4-0)

**C. Check Registers**

- A question was raised regarding the ProfServ-Field Management on the September invoice twice at \$3,600.50 and \$3,550.00. Ms. Suit noted the second charge was the onsite amenities staff.
- Mr. Bermudez requested the invoice for the clubhouse roof repair.

On MOTION by Mr. Comas seconded by Mr. Bermudez, with all in favor, the check registers for August 2020 and September 2020 were approved. (4-0)

**D. Consideration of Resolution 2021-3 – Amending the FY 2020 Budget**

- Ms. Suit outlined the budget amendment.
- Discussion followed

On MOTION by Mr. Comas seconded by Mr. Bermudez, with all in favor, Resolution 2021-3 – a resolution amending the VillaSol Community Development District general fund budget for fiscal year 2020 was adopted. (4-0)

**E. Consideration of Motion Assigning Reserves for FY 2020**

On MOTION by Mr. Comas seconded by Mr. Gosdin, with all in favor, the motion assigning Reserves for FY 2020 was approved. (4-0)

**SIXTH ORDER OF BUSINESS**

**Field Operations**

**A. Field Manager’s Report**

- Mr. Medina reviewed the Field Manager’s Report.

**B. Gate Damages Status Report**

- Mr. Medina reported on the gate damages.

**C. Discussion and Consideration of Proposals for Landscape Services**

- i. Servello**
- ii. Yellowstone**
- iii. Bladerunners**
- iv. Capital Land**

- Mr. Medina outlined the proposals.
- This item tabled to January meeting.
- Mr. Bermudez inquired what the cost is to replace a gate arm.
  - Mr. Medina noted it is \$390.00
- Discussion followed on being close to the end of the contract with Envera with Mr. Clark noting he planned to place it on the January agenda.
- Discussion followed on BrightView and their current level of service.

**D. Discussion and Consideration of BrightView Proposals**

- i. Removal of Dead Palm Tree**
- ii. Removal of Dead Trees**

- Mr. Medina outlined the BrightView proposals.

*The record will reflect Mr. Edgecombe has left the meeting.*

On MOTION by Mr. Comas seconded by Mr. Gosdin, with all in favor, the BrightView proposal for tree removal behind the monument in the amount of \$550.00 was approved. (3-0)

On MOTION by Mr. Bermudez seconded by Mr. Comas, with all in favor, the BrightView proposal for the removal of two trees in open field near the main boulevard in the amount of \$300.00 was approved. (3-0)

**E. Discussion and Consideration of Proposals**

**i. Repair of Visitor Arm Gate**

- No action.

**ii. Install a Retaining Wall with Drainage in Pool Pump Area**

- Mr. Medina outlined the proposal for the retaining wall noting the area is starting to have erosion and discussion followed.

On MOTION by Mr. Comas seconded by Mr. Gosdin, with all in favor, the O&M Services proposals for the retention wall for the pool area in the amount of \$2,230 was approved. (3-0)

**SEVENTH ORDER OF BUSINESS**

**Supervisor Requests & Comments**

- Mr. Bermudez inquired if the dog stations were installed.
  - Mr. Medina noted they were.
- Mr. Medina noted Christmas light will be installed on Monday of next week.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Bermudez seconded by Mr. Comas, with all in favor, the meeting was adjourned. (3-0)

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Kristen Suit  
Assistant Secretary

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Ramon Bermudez  
Chairman

**5B.**

## MEMORANDUM

**TO:** Board of Supervisors, Villa Sol CDD  
**FROM:** Fernand Thomas, District Accountant  
**CC:** Kristen Suit, District Manager, Alan Baldwin, Accounting Manager  
**DATE:** December 28, 2020  
**SUBJECT:** November Financial Report

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Attached, please find the November Financial Report. During your review, please keep in mind that the goal is for revenue to meet or exceed the year-to-date budget and for expenditures to be at or below the year-to-date budget. To assist with your review, an overview of each of the District's Funds is provided below. If you have any questions or require additional information, please contact me at [Fernand.Thomas@inframark.com](mailto:Fernand.Thomas@inframark.com).

### **General Funds:**

- Total revenues are approximately 8% of the annual budget.
- Non-Ad Valorem Assessments are approximately 8% collected.
- For the current month, expenditures are approximately 21% of the annual budget.

### **Debt Service Funds:**

#### **Series 2018 A1-A2**

- Total revenues are approximately 8% of the year-to-date budget and includes prepayments.
- Non-Ad Valorem Assessments are approximately 8% collected.
- Total Principal and Interest is paid for the year and includes principal prepayments.

### **Construction Fund:**

- Expenditures recorded are construction requisitions.



**VillaSol**  
**Community Development District**

*Financial Report*  
*November 30, 2020*



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**VillaSol**  
**Community Development District**

**Financial Statements**

(Unaudited)

**November 30, 2020**

**Balance Sheet**  
November 30, 2020

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2018 A1 & A2 DEBT SERVICE FUND	SERIES 2018 CAPITAL PROJECTS FUND	TOTAL
<b>ASSETS</b>				
Cash - Checking Account	\$ 103,802	\$ -	\$ -	\$ 103,802
Due From Other Funds	-	16,234	-	16,234
Investments:				
Money Market Account	104,387	-	-	104,387
Project Fund	-	-	3,378	3,378
Reserve Fund (A-2)	-	17,938	-	17,938
Reserve Fund (A-1)	-	87,273	-	87,273
Revenue Fund	-	79,184	-	79,184
Deposits	4,075	-	-	4,075
<b>TOTAL ASSETS</b>	<b>\$ 212,264</b>	<b>\$ 200,629</b>	<b>\$ 3,378</b>	<b>\$ 416,271</b>
<b>LIABILITIES</b>				
Accounts Payable	\$ 76,605	\$ -	\$ -	\$ 76,605
Accrued Expenses	2,083	-	-	2,083
Due To Other Funds	16,234	-	-	16,234
<b>TOTAL LIABILITIES</b>	<b>94,922</b>	<b>-</b>	<b>-</b>	<b>94,922</b>
<b>FUND BALANCES</b>				
<b>Nonspendable:</b>				
Deposits	4,075	-	-	4,075
<b>Restricted for:</b>				
Debt Service	-	200,629	-	200,629
Capital Projects	-	-	3,378	3,378
<b>Assigned to:</b>				
Operating Reserves	113,156	-	-	113,156
<b>Unassigned:</b>				
	111	-	-	111
<b>TOTAL FUND BALANCES</b>	<b>\$ 117,342</b>	<b>\$ 200,629</b>	<b>\$ 3,378</b>	<b>\$ 321,349</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 212,264</b>	<b>\$ 200,629</b>	<b>\$ 3,378</b>	<b>\$ 416,271</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-20 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 4,500	\$ 52	1.16%	\$ 26
Room Rentals	4,000	450	11.25%	450
Special Assmnts- Tax Collector	813,093	63,454	7.80%	63,454
Special Assmnts- Discounts	(32,524)	(2,667)	8.20%	(2,667)
Other Miscellaneous Revenues	500	-	0.00%	-
Access Cards	6,000	741	12.35%	479
<b>TOTAL REVENUES</b>	<b>795,569</b>	<b>62,030</b>	<b>7.80%</b>	<b>61,742</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
P/R-Board of Supervisors	6,000	1,415	23.58%	615
FICA Taxes	459	122	26.58%	61
ProfServ-Arbitrage Rebate	600	1,200	200.00%	1,200
ProfServ-Dissemination Agent	1,000	-	0.00%	-
ProfServ-Engineering	27,200	7,630	28.05%	5,363
ProfServ-Legal Services	25,000	3,101	12.40%	-
ProfServ-Mgmt Consulting Serv	47,000	7,833	16.67%	3,917
ProfServ-Property Appraiser	400	-	0.00%	(1,200)
ProfServ-Special Assessment	5,150	-	0.00%	-
ProfServ-Trustee Fees	6,410	4,958	77.35%	-
Auditing Services	6,250	-	0.00%	-
Communication - Telephone	3,600	369	10.25%	(2)
Postage and Freight	1,600	140	8.75%	136
Insurance - General Liability	21,832	19,847	90.91%	-
Printing and Binding	4,000	134	3.35%	38
Legal Advertising	1,000	30	3.00%	-
Miscellaneous Services	1,000	633	63.30%	565
Misc-Assessmnt Collection Cost	16,262	1,216	7.48%	1,216
Misc-Web Hosting	4,000	540	13.50%	-
Office Supplies	463	-	0.00%	-
Annual District Filing Fee	175	175	100.00%	-
<b>Total Administration</b>	<b>179,401</b>	<b>49,343</b>	<b>27.50%</b>	<b>11,909</b>
<b><u>Field</u></b>				
ProfServ-Field Management	48,000	8,000	16.67%	4,000
Misc-Property Taxes	540	-	0.00%	-
<b>Total Field</b>	<b>48,540</b>	<b>8,000</b>	<b>16.48%</b>	<b>4,000</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>YTD ACTUAL AS A % OF ADOPTED BUD</u>	<u>NOV-20 ACTUAL</u>
<b><u>Landscape Services</u></b>				
Contracts-Lake and Wetland	6,900	1,298	18.81%	1,298
<b>Total Landscape Services</b>	<b>6,900</b>	<b>1,298</b>	<b>18.81%</b>	<b>1,298</b>
<b><u>Utilities</u></b>				
Utility - General	46,500	4,212	9.06%	4,212
<b>Total Utilities</b>	<b>46,500</b>	<b>4,212</b>	<b>9.06%</b>	<b>4,212</b>
<b><u>Gatehouse</u></b>				
Contracts-Security Services	88,045	14,575	16.55%	7,293
R&M-Gatehouse	5,000	1,610	32.20%	1,400
Misc-Access Control Software	2,000	-	0.00%	-
Misc-Bar Codes	2,400	428	17.83%	428
<b>Total Gatehouse</b>	<b>97,445</b>	<b>16,613</b>	<b>17.05%</b>	<b>9,121</b>
<b><u>Road and Street Facilities</u></b>				
R&M-Roads & Alleyways	10,000	-	0.00%	-
R&M-Signage	1,200	-	0.00%	-
R&M-Pipe Inlet and Structure	183,700	44,818	24.40%	21,615
<b>Total Road and Street Facilities</b>	<b>194,900</b>	<b>44,818</b>	<b>23.00%</b>	<b>21,615</b>
<b><u>Parks and Recreation - General</u></b>				
Contracts-Fountain	1,440	252	17.50%	126
Contracts-Security Services	6,663	1,688	25.33%	22
Contracts-Pools	7,020	2,196	31.28%	1,070
Contracts-Sheriff	14,000	148	1.06%	148
Utility - Refuse Removal	2,736	705	25.77%	705
R&M-Clubhouse	10,000	1,324	13.24%	1,324
R&M-Parks	500	-	0.00%	-
R&M-Pools	3,000	3,395	113.17%	616
R&M-Tennis Courts	500	-	0.00%	-
Misc-Access Control Software	500	-	0.00%	-
Misc-Contingency	10,000	-	0.00%	-
<b>Total Parks and Recreation - General</b>	<b>56,359</b>	<b>9,708</b>	<b>17.23%</b>	<b>4,011</b>

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-20 ACTUAL
<b><u>Common Area</u></b>				
Contracts-Landscape	64,524	10,754	16.67%	5,377
R&M-Common Area	3,500	750	21.43%	-
R&M-Other Landscape	3,500	-	0.00%	-
<b>Total Common Area</b>	<b>71,524</b>	<b>11,504</b>	<b>16.08%</b>	<b>5,377</b>
<b>TOTAL EXPENDITURES</b>	<b>701,569</b>	<b>145,496</b>	<b>20.74%</b>	<b>61,543</b>
Excess (deficiency) of revenues				
Over (under) expenditures	94,000	(83,466)	0.00%	199
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	94,000	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>94,000</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 94,000	\$ (83,466)	0.00%	\$ 199
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>200,808</b>	<b>200,808</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 294,808</b>	<b>\$ 117,342</b>		



**Notes to the Financial Statements****Assets**

- ▶ Due from Other Funds represents amount due from assessments.
- ▶ District has one MMA . (See Cash & Investments Report for details)
- ▶ Deposit represents payment from residents for water utility.

**Liabilities**

- ▶ Accounts Payable represents invoices received that will be paid in following month.
- ▶ Accrued Expenses represents monthly contract for legal services.

**Fund Balance**

- ▶ In the General Fund, the District has one assigned Operating Reserves .

*The notes are intended to provide additional information helpful when reviewing the financial statements.*

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**Notes to the Financial Statements**  
**November 30, 2020**

**Expenditures**

**Administration**

P/R Board of Supervisor	\$6,000	\$1,415	24%	Board members attend meeting as of November 2020.
ProfServ-Arbitrage Rebate	\$600	\$1,200	200%	Two years of arbitrage calculation.
ProfServ-Engineering	\$27,200	\$7,630	28%	Exit gate repair, inspection of erosion site, and repaired of clubhouse pipe.
ProfService-Trustee	\$6,410	\$4,958	77%	Trustee fees for the period from 10/1/20-2/28/2021
Insurance - General Liability	\$21,832	\$19,847	91%	Total premium with Public Risk Insurance Agency, paid in full.
Miscellaneous Services	\$1,000	\$633	63%	Payment of Non Ad Val Parcel# 00B1 and 00B0.
Annual District Filling Fee	\$175	\$175	100%	Filling fees paid in full.

**Landscape**

Contracts-Lake and Wetland	\$6,900	\$1,298	19%	Solitude Lake Management monthly fee is \$ 648.90 which is higher than budgeted (\$ 575.00).
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**Gatehouse**

R&M-Gatehouse	\$5,000	\$1,610	32%	Repaired main gate at 313 Campus street.
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**Road and Street Facilities**

R&M-Pipe Inlet and Structure	\$183,700	\$44,818	24%	Pipe repairs and repaired damaged Inlets/asphalt.
------------------------------	-----------	----------	-----	---

**Parks and Recreation-General**

Contracts-Fountain	\$1,440	\$252	18%	Churchills Group Holdings, Inc. monthly fee is \$ 126.00 which is higher than budgeted (\$ 120.00).
Contracts-Security Services	\$6,663	\$1,688	25%	Contracts gate access paid quarterly.
Contracts-Pools	\$7,020	\$2,196	31%	Contracts for pools and fountain services paid through current month.
Utility-Resuse Removal	\$2,736	\$705	26%	Waste refuse removal service through current month.
R&M Pools	\$3,000	\$3,395	113%	Ceiling drywall correction in pool area hall way and annual purchase of pools chemical.

**Common Area**

R&M-Common Area	\$3,500	\$750	21%	Removal of palm tree.
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**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-20 ACTUAL
<b><u>REVENUES</u></b>				
Interest - Investments	\$ 100	\$ 4	4.00%	\$ 1
Special Assmnts- Tax Collector	221,580	17,292	7.80%	17,292
Special Assmnts- Discounts	(8,863)	(727)	8.20%	(727)
<b>TOTAL REVENUES</b>	<b>212,817</b>	<b>16,569</b>	<b>7.79%</b>	<b>16,566</b>
<b><u>EXPENDITURES</u></b>				
<b><u>Administration</u></b>				
Misc-Assessmnt Collection Cost	4,432	331	7.47%	331
<b>Total Administration</b>	<b>4,432</b>	<b>331</b>	<b>7.47%</b>	<b>331</b>
<b><u>Debt Service</u></b>				
Principal Debt Retirement A-1	115,000	-	0.00%	-
Principal Debt Retirement A-2	15,000	-	0.00%	-
Interest Expense Series A-1	55,695	27,848	50.00%	-
Interest Expense Series A-2	16,381	8,191	50.00%	-
<b>Total Debt Service</b>	<b>202,076</b>	<b>36,039</b>	<b>17.83%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>206,508</b>	<b>36,370</b>	<b>17.61%</b>	<b>331</b>
Excess (deficiency) of revenues Over (under) expenditures	6,309	(19,801)	0.00%	16,235
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Contribution to (Use of) Fund Balance	6,309	-	0.00%	-
<b>TOTAL FINANCING SOURCES (USES)</b>	<b>6,309</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
Net change in fund balance	\$ 6,309	\$ (19,801)	0.00%	\$ 16,235
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>220,430</b>	<b>220,430</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ 226,739</b>	<b>\$ 200,629</b>		

**Statement of Revenues, Expenditures and Changes in Fund Balances**  
For the Period Ending November 30, 2020

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	YTD ACTUAL AS A % OF ADOPTED BUD	NOV-20 ACTUAL
<b>REVENUES</b>				
Interest - Investments	\$ -	\$ -	0.00%	\$ -
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>
<b>EXPENDITURES</b>				
<b>Construction In Progress</b>				
Construction in Progress	-	6,975	0.00%	-
<b>Total Construction In Progress</b>	<b>-</b>	<b>6,975</b>	<b>0.00%</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>6,975</b>	<b>0.00%</b>	<b>-</b>
Excess (deficiency) of revenues Over (under) expenditures	-	(6,975)	0.00%	-
Net change in fund balance	\$ -	\$ (6,975)	0.00%	\$ -
<b>FUND BALANCE, BEGINNING (OCT 1, 2020)</b>	<b>-</b>	<b>10,353</b>		
<b>FUND BALANCE, ENDING</b>	<b>\$ -</b>	<b>\$ 3,378</b>		

**VillaSol**  
**Community Development District**

**Supporting Schedules**

**November 30, 2020**

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

Date Received	Net Amount Received	Discount / (Penalty) Amount	Collection Cost	Gross Amount Received	Allocation by Fund	
					General Fund	Debt Service Series 2018 Fund
ASSESSMENTS LEVIED FY2021				<b>\$ 1,034,673</b>	<b>\$ 813,093</b>	<b>\$ 221,580</b>
Allocation %				100%	79%	21%
11/06/20	\$ 11,641	\$ 666	\$ 238	\$ 12,545	\$ 9,858	\$ 2,686
11/20/20	\$ 64,164	\$ 2,728	\$ 1,309	\$ 68,202	\$ 53,596	\$ 14,606
<b>TOTAL</b>	<b>\$ 75,805</b>	<b>\$ 3,394</b>	<b>\$ 1,547</b>	<b>\$ 80,746</b>	<b>\$ 63,454</b>	<b>\$ 17,292</b>
% COLLECTED				8%	8%	8%
<b>TOTAL OUTSTANDING</b>				<b>\$ 953,927</b>	<b>\$ 749,639</b>	<b>\$ 204,288</b>

**Cash and Investment Report**  
*November 30, 2020*

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
<b>GENERAL FUND</b>				
Checking Account - Operating	SunTrust Bank	MuniNow	0.10%	\$100,058
Money Market Account	Bank United	Money Market	0.30%	\$104,387
			SubTotal	<u>\$204,445</u>
<b>DEBT SERVICE FUND</b>				
Series 2018 Project Fund	US Bank	US Bank Money Market	0.02%	\$3,378
Series 2018 A2 Debt Service Reserve	US Bank	US Bank Money Market	0.02%	\$17,938
Series 2018 A1 Debt Service Reserve	US Bank	US Bank Money Market	0.02%	\$87,273
Series 2018 A1 & A2 Revenue Fund	US Bank	US Bank Money Market	0.02%	\$79,184
			SubTotal	<u>\$187,773</u>
			<b>Total</b>	<b><u>\$392,218</u></b>

**VillaSol CDD**

Bank Reconciliation

Bank Account No. 1613 SunTrust Bank N.A. GF  
 Statement No. 11-2020  
 Statement Date 11/30/2020

<b>G/L Balance (LCY)</b>	100,058.17	<b>Statement Balance</b>	103,801.56
<b>G/L Balance</b>	100,058.17	<b>Outstanding Deposits</b>	0.00
<b>Positive Adjustments</b>	0.00		
	<hr/>	<b>Subtotal</b>	103,801.56
<b>Subtotal</b>	100,058.17	<b>Outstanding Checks</b>	3,743.39
<b>Negative Adjustments</b>	0.00	<b>Differences</b>	0.00
	<hr/>		
<b>Ending G/L Balance</b>	100,058.17	<b>Ending Balance</b>	100,058.17
<b>Difference</b>	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
<b>Outstanding Checks</b>						
10/5/2020	Payment	DD317	Payment of Invoice 007199	124.30	0.00	124.30
10/31/2020	Payment	DD323	Payment of Invoice 007239	124.30	0.00	124.30
11/30/2020	Payment	DD333	Payment of Invoice 007340	3,494.79	0.00	3,494.79
<b>Total Outstanding Checks.....</b>				<b>3,743.39</b>		<b>3,743.39</b>

**VillaSol**  
**Community Development District**

**Check Register**

**October 1- November 30, 2020**



**VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
For the Period from 10/1/2020 to 11/30/2020  
(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>GENERAL FUND - 001</b>								
<b>CHECK # 004926</b>								
001	10/08/20	BRIGHTVIEW LANDSCAPE SVC	6987954	SEPT LANDSCAPE MAINT	Contracts-Landscape	534050-57208	\$5,377.00	
001	10/08/20	BRIGHTVIEW LANDSCAPE SVC	7013213		R&M-Common Area	546016-53901	\$1,800.00	
							<b>Check Total</b>	<b>\$7,177.00</b>
<b>CHECK # 004927</b>								
001	10/08/20	CHURCHILLS POOLS	29519	SEPT CHEMICAL DELIVERIES	R&M-Pools	546074-57201	\$473.81	
							<b>Check Total</b>	<b>\$473.81</b>
<b>CHECK # 004928</b>								
001	10/08/20	CLARK & ALBAUGH, LLP	17190	GENERAL MATTERS THRU SEPT 2020	ProfServ-Legal Services	531023-51401	\$2,923.50	
							<b>Check Total</b>	<b>\$2,923.50</b>
<b>CHECK # 004929</b>								
001	10/08/20	ENVERA SYSTEMS	694303	GATE ACCESS - BOGGY CREEK	Contracts-Security Services	534037-53904	\$7,282.13	
001	10/08/20	ENVERA SYSTEMS	00020057	GATE ARM REPAIRS	R&M-Gatehouse	546035-53904	\$295.00	
001	10/08/20	ENVERA SYSTEMS	694913	ADD RES BOGGY CREEK	Contracts-Security Services	534037-53904	\$22.00	
							<b>Check Total</b>	<b>\$7,599.13</b>
<b>CHECK # 004930</b>								
001	10/08/20	FAST SIGNS	2060-13974	SIGNAGE	R&M-Signage	546085-53901	\$90.56	
							<b>Check Total</b>	<b>\$90.56</b>
<b>CHECK # 004931</b>								
001	10/08/20	INNERSYNC STUDIO LTD	18800	WEBSITE/COMPLIANCE SVCS	Misc-Web Hosting	549915-51301	\$388.13	
							<b>Check Total</b>	<b>\$388.13</b>
<b>CHECK # 004932</b>								
001	10/08/20	OSCEOLA NEWS GAZETTE	249794	NOTICE OF MEETING 9/24/20	Legal Advertising	548002-51301	\$58.80	
							<b>Check Total</b>	<b>\$58.80</b>
<b>CHECK # 004933</b>								
001	10/08/20	PUBLIC RISK INSURANCE AGENCY	69950	POLICY RENEWAL 10/1/20-10/1/21	10/1/19-10/1/2021	545002-51301	\$19,847.00	
							<b>Check Total</b>	<b>\$19,847.00</b>
<b>CHECK # 004934</b>								
001	10/08/20	SOLITUDE LAKE MANAGEMENT	PI-A00470038	SEP LAKE/POND MAINT	Contracts-Lake and Wetland	534021-53902	\$648.90	
							<b>Check Total</b>	<b>\$648.90</b>
<b>CHECK # 004935</b>								
001	10/22/20	DEPT OF ECONOMIC OPPORTUNITY	82870	FY 20/21 DISTRICT FEES	Annual District Filing Fee	554007-51301	\$175.00	
							<b>Check Total</b>	<b>\$175.00</b>
<b>CHECK # 004937</b>								
001	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	OCT 2020 MGMT FEES	531027-51201	\$3,916.67	
001	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	ProfServ-Field Management	531016-53901	\$4,000.00	
001	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	Postage and Freight	541006-51301	\$4.50	
001	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	Printing and Binding	547001-51301	\$95.20	
001	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	WO 851013	546016-57208	\$750.00	
001	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	GODADDY / EMAIL RENEWAL	549915-51301	\$151.52	
							<b>Check Total</b>	<b>\$8,917.89</b>
<b>CHECK # 004938</b>								
001	10/29/20	OMAR ORTIZ MORALES	000050	CEILING DRYWALL CORRECTION	R&M-Pools	546074-57201	\$1,625.00	
001	10/29/20	OMAR ORTIZ MORALES	000051	55" FAN FOR POOL AREA	R&M-Pools	546074-57201	\$650.00	
							<b>Check Total</b>	<b>\$2,275.00</b>
<b>CHECK # 004939</b>								
001	11/04/20	BRIGHTVIEW LANDSCAPE SVC	7031854	OCT LANDSCAPE MAINT	Contracts-Landscape	534050-57208	\$5,377.00	
							<b>Check Total</b>	<b>\$5,377.00</b>
<b>CHECK # 004940</b>								
001	11/04/20	CHURCHILLS POOLS	19575	OCT. 2020 POOL / FOUNTAIN SVCS	Contracts-Pools	534078-57201	\$614.25	
001	11/04/20	CHURCHILLS POOLS	19575	OCT. 2020 POOL / FOUNTAIN SVCS	Contracts-Fountain	534023-57201	\$126.00	
001	11/04/20	CHURCHILLS POOLS	19617	SEPT. POOL SVC	Contracts-Pools	534078-57201	\$512.46	
001	11/04/20	CHURCHILLS POOLS	19618	OCT POOL SVCS	Contracts-Pools	534078-57201	\$512.46	
001	11/04/20	CHURCHILLS POOLS	19564	SEPT. 2020 POOL CHEMICALS	R&M-Pools	546074-57201	\$435.01	
001	11/04/20	CHURCHILLS POOLS	29584	RENEW FILTER CARTRIDGES	R&M-Pools	546074-57201	\$318.00	
001	11/04/20	CHURCHILLS POOLS	29589	INSTALL FLOWMETER	R&M-Pools	546074-57201	\$186.75	
							<b>Check Total</b>	<b>\$2,704.93</b>
<b>CHECK # 004941</b>								
001	11/04/20	ENVERA SYSTEMS	695339	NOV GATE MONITORING	Contracts-Security Services	534037-53904	\$7,293.13	
001	11/04/20	ENVERA SYSTEMS	00019185	GATE REPAIRS BARRIER ARM	R&M-Gatehouse	546035-53904	\$469.00	
001	11/04/20	ENVERA SYSTEMS	693737	ADD RES AUG. SEPT. 2020	Contracts-Security Services	534037-53904	\$22.00	
001	11/04/20	ENVERA SYSTEMS	695816	ADD RES OCT AND NOV. 2020	Contracts-Security Services	534037-57201	\$22.00	
							<b>Check Total</b>	<b>\$7,806.13</b>

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
For the Period from 10/1/2020 to 11/30/2020  
(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
<b>CHECK # 004942</b>								
001	11/04/20	EXERCISE SYSTEMS INC	24394	QRTLRY PREVENTIVE MAINT FIT CTER	R&M-Clubhouse	546015-57201	\$175.00	
							<b>Check Total</b>	<u>\$175.00</u>
<b>CHECK # 004943</b>								
001	11/04/20	SOLITUDE LAKE MANAGEMENT	PI-A00489592	OCT LAKE/POND MGMT	Contracts-Lake and Wetland	534021-53902	\$648.90	
							<b>Check Total</b>	<u>\$648.90</u>
<b>CHECK # 004944</b>								
001	11/04/20	TERMINIX PROCESSING CENTER	400951826	SEPT PEST CONTROL	R&M-Clubhouse	546015-57201	\$77.00	
							<b>Check Total</b>	<u>\$77.00</u>
<b>CHECK # 004945</b>								
001	11/04/20	THE HOME DEPOT	100520-9241	SEPT OCT PURCHASES	R&M-Clubhouse	546015-57201	\$172.20	
							<b>Check Total</b>	<u>\$172.20</u>
<b>CHECK # 004946</b>								
001	11/04/20	WASTE MANAGEMENT	9835381-0180-6	REFUSE REMOVAL	Misc-Contingency	549900-57201	\$352.59	
							<b>Check Total</b>	<u>\$352.59</u>
<b>CHECK # 004947</b>								
001	11/12/20	BRIGHT HOUSE NETWORKS	077902902103020	BILL PRD 10/28-11/27/20 GATE	R&M-Gatehouse	546035-53904	\$209.96	
							<b>Check Total</b>	<u>\$209.96</u>
<b>CHECK # 004948</b>								
001	11/12/20	CLARK & ALBAUGH, LLP	17233	GEN MATTERS THRU OCT 2020	ProfServ-Legal Services	531023-51401	\$1,018.00	
							<b>Check Total</b>	<u>\$1,018.00</u>
<b>CHECK # 004949</b>								
001	11/12/20	LLS TAX SOLUTIONS INC.	002110	ASSESS BONDS SERIES 2018A-2 2/1/18-1/31/20	ProfServ-Property Appraiser	531035-51301	\$1,200.00	
							<b>Check Total</b>	<u>\$1,200.00</u>
<b>CHECK # 004950</b>								
001	11/12/20	OSCEOLA COUNTY TAX COLLECTOR	111120-C00B1	NON AD VAL ASSESS - FIRE RES	Misc-Assessmnt Collection Cost	549070-51301	\$404.55	
001	11/12/20	OSCEOLA COUNTY TAX COLLECTOR	111120-00B0	NON AD VAL ASSESS FIRE RES	Misc-Assessmnt Collection Cost	549070-51301	\$97.66	
							<b>Check Total</b>	<u>\$502.21</u>
<b>CHECK # 004951</b>								
001	11/19/20	TERMINIX PROCESSING CENTER	401912476	PEST CONTROL 10/6/20	R&M-Clubhouse	546015-57201	\$77.00	
							<b>Check Total</b>	<u>\$77.00</u>
<b>CHECK # 004952</b>								
001	11/19/20	THE HOME DEPOT	090420-9241	AUG/SEPT PURCHASES	R&M-Clubhouse	546015-57201	\$899.38	
							<b>Check Total</b>	<u>\$899.38</u>
<b>CHECK # DD318</b>								
001	10/05/20	KUA	091620 ACH	BILL PRD 8/10-9/9/20	Utility - General	543001-53903	\$3,303.81	
							<b>Check Total</b>	<u>\$3,303.81</u>
<b>CHECK # DD319</b>								
001	10/05/20	TOHO WATER AUTHORITY	090420 ACH	BILL PRD 8/4-9/4/20	Utility - General	543001-53903	\$192.97	
							<b>Check Total</b>	<u>\$192.97</u>
<b>CHECK # DD321</b>								
001	10/04/20	BRIGHT HOUSE NETWORKS	068176902091820	BILL PRD 9/17-10/16/20 OFFICE	Communication - Telephone	541003-51301	\$246.69	
							<b>Check Total</b>	<u>\$246.69</u>
<b>CHECK # DD322</b>								
001	10/15/20	BRIGHT HOUSE NETWORKS	077902902093020 ACH	BILL PRD 9/28-10/27/20	R&M-Gatehouse	546035-53904	\$209.96	
							<b>Check Total</b>	<u>\$209.96</u>
<b>CHECK # DD328</b>								
001	11/03/20	BRIGHT HOUSE NETWORKS	068176902101820	BILL PRD 10/17-11/16/20 OFFICE	Communication - Telephone	541003-51301	\$246.78	
							<b>Check Total</b>	<u>\$246.78</u>
<b>CHECK # DD329</b>								
001	11/03/20	TOHO WATER AUTHORITY	100420 ACH	BILL PRD 9/4-10/4/20	Utility - General	543001-53903	\$252.81	
							<b>Check Total</b>	<u>\$252.81</u>
<b>CHECK # DD337</b>								
001	11/01/20	KUA	101420 ACH	BILL PRD 9/9-10/7/20	BILL PRD 8/10-9/9/20	543001-53903	\$3,341.11	
							<b>Check Total</b>	<u>\$3,341.11</u>
<b>CHECK # DD338</b>								
001	11/01/20	KUA	101420 ACH-A	TO CORRECT ACH	Utility - General	543001-53903	\$48.09	
							<b>Check Total</b>	<u>\$48.09</u>
<b>CHECK # DD325</b>								
001	10/30/20	RAMON E. BERMUDEZ	PAYROLL	October 30, 2020 Payroll Posting			\$184.70	
							<b>Check Total</b>	<u>\$184.70</u>
<b>CHECK # DD326</b>								
001	10/30/20	SERVANDO JR COMAS	PAYROLL	October 30, 2020 Payroll Posting			\$184.70	

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

Payment Register by Fund  
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Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid	
							<i>Check Total</i>	<u>\$184.70</u>
<b>CHECK # DD327</b>								
001	10/30/20	MICHAEL J. EDGECOMBE	PAYROLL	October 30, 2020 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
<b>CHECK # 004936</b>								
001	10/29/20	MARK A. GOSDIN	PAYROLL	October 29, 2020 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
<b>CHECK # 004953</b>								
001	11/23/20	MARK A. GOSDIN	PAYROLL	November 23, 2020 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
<b>CHECK # DD330</b>								
001	11/23/20	RAMON E. BERMUDEZ	PAYROLL	November 23, 2020 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
<b>CHECK # DD332</b>								
001	11/23/20	MICHAEL J. EDGECOMBE	PAYROLL	November 23, 2020 Payroll Posting			\$184.70	
							<i>Check Total</i>	<u>\$184.70</u>
							<b>Fund Total</b>	<u><b>\$80,930.14</b></u>

<b>Total Checks Paid</b>	<b>\$80,930.14</b>
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**VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

Payment Register By Fund  
For the Period from 10/1/2020 to 10/31/2020  
(Sorted by Check / ACH No.)

Fund No.	Check/ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice BL Description	G/L Account	Amount Paid
<b>GENERAL FUND - 001</b>								
001	004926	10/08/20	BRIGHTVIEW LANDSCAPE SVC	6987954	SEPT LANDSCAPE MAINT	Contracts-Landscape	534050-57208	\$5,377.00
001	004926	10/08/20	BRIGHTVIEW LANDSCAPE SVC	7013213		R&M-Common Area	546016-53901	\$1,800.00
001	004927	10/08/20	CHURCH HILLS BOOLS	29519	SEPT CHEMICAL DELIVERIES	R&M-Pools	546074-57201	\$473.81
001	004928	10/08/20	CLARK & LAUGHLIN	17190	GENERAL MATTERS THRU SEPT 2020	ProfServ-Legal Services	531023-51401	\$2,923.50
001	004929	10/08/20	ENVERA SYSTEMS	694303	GATE ACCESS BOGGY CREEK	Contracts-Security Services	534037-53904	\$7,282.13
001	004929	10/08/20	ENVERA SYSTEMS	00020057	GATE RM REPAIRS	R&M-Gatehouse	546035-53904	\$295.00
001	004929	10/08/20	ENVERA SYSTEMS	694913	ADDRES BOGGY CREEK	Contracts-Security Services	534037-53904	\$22.00
001	004930	10/08/20	FAST SIGNS	2060-13974	SIGNAGE	R&M-Signage	546085-53901	\$90.56
001	004931	10/08/20	INNERSYNC STUDIO LTD	18800	WEBSITE/COMPLIANCE SVCS	Misc-Web Hosting	549915-51301	\$388.13
001	004932	10/08/20	OSCEOLA NEWS GAZETTE	249794	NOTICE OF MEETING 9/24/20	Legal Advertising	548002-51301	\$58.80
001	004933	10/08/20	PUBLIC RISK INSURANCE AGENCY	69950	POLICY RENEWAL 10/1/20-10/1/21	10/1/19-10/1/2021	545002-51301	\$19,847.00
001	004934	10/08/20	SOLITUDE LAKE MANAGEMENT	PI-A00470038	SEPT LAKE/POND MAINT	Contracts-Lake and Wetland	534021-53902	\$648.90
001	004935	10/22/20	DEPT OF ECONOMIC OPPORTUNITY	82870	FY 2021 DISTRICT FEES	Annual District Billing Fee	554007-51301	\$175.00
001	004937	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	OCT 2020 MGMT FEES	531027-51201	\$3,916.67
001	004937	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	ProfServ-Field Management	531016-53901	\$4,000.00
001	004937	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	Postage and Freight	541006-51301	\$4.50
001	004937	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	Printing and Binding	547001-51301	\$95.20
001	004937	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	WOB 1013	546016-57208	\$750.00
001	004937	10/29/20	INFRAMARK, LLC	56531	OCT MGMT FEES	GODADDY EMAIL RENEWAL	549915-51301	\$151.52
001	004938	10/29/20	OMAR TIZORALES	000050	CEILING DRYWALL CORRECTION	R&M-Pools	546074-57201	\$1,625.00
001	004938	10/29/20	OMAR TIZORALES	000051	55" BANBOR BOOL AREA	R&M-Pools	546074-57201	\$650.00
001	DD317	10/05/20	BRIGHTHOUSE NETWORKS	037311801091520	ACH BILL BRD 14-10/13/20	Communication Telephone	541003-51301	\$124.30
001	DD318	10/05/20	KUA	091620	ACH BILL BRD 10-9/9/20	Utility General	543001-53903	\$3,303.81
001	DD319	10/05/20	TOHO WATER AUTHORITY	090420	ACH BILL BRD 4-9/4/20	Utility General	543001-53903	\$192.97
001	DD321	10/04/20	BRIGHTHOUSE NETWORKS	068176902091820	ACH BILL BRD 17-10/16/20	Office Communication Telephone	541003-51301	\$246.69
001	DD322	10/15/20	BRIGHTHOUSE NETWORKS	077902902093020	ACH BILL BRD 28-10/27/20	R&M-Gatehouse	546035-53904	\$209.96
001	DD323	10/31/20	BRIGHTHOUSE NETWORKS	037311801101520	ACH BILL BRD 10/14-11/13/20	Communication Telephone	541003-51301	\$124.30
001	DD325	10/30/20	RAMON B. BERMUDEZ	PAYROLL	October 30, 2020	Payroll	Posting	\$184.70
001	DD326	10/30/20	SERVANDO R. ROMAS	PAYROLL	October 30, 2020	Payroll	Posting	\$184.70
001	DD327	10/30/20	MICHAEL B. BODGECOMBE	PAYROLL	October 30, 2020	Payroll	Posting	\$184.70
001	004936	10/29/20	MARCA B. BOSDIN	PAYROLL	October 29, 2020	Payroll	Posting	\$184.70
<b>Fund Total</b>								<b>\$55,515.55</b>

**Total Checks Paid \$55,515.55**



**VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

Payment Register By Fund  
For the Period from 11/1/2020 to 11/30/2020  
(Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice BL Description	G/L Account	Amount Paid	
<b>GENERAL FUND - 001</b>								
<b>CHECK#004939</b>								
001	11/04/20	BRIGHTVIEW LANDSCAPE SVC	7031854	OCT LANDSCAPE MAINT	Contracts-Landscape	534050-57208	\$5,377.00	
							<b>Check Total</b>	\$5,377.00
<b>CHECK#004940</b>								
001	11/04/20	CHURCHILLS BOOLS	19575	OCT. 2020 BOOL MOUNTAIN SVCS	Contracts-Pools	534078-57201	\$614.25	
001	11/04/20	CHURCHILLS BOOLS	19575	OCT. 2020 BOOL MOUNTAIN SVCS	Contracts-Fountain	534023-57201	\$126.00	
001	11/04/20	CHURCHILLS BOOLS	19617	SEPT. BOOL SVC	Contracts-Pools	534078-57201	\$512.46	
001	11/04/20	CHURCHILLS BOOLS	19618	OCT BOOL SVCS	Contracts-Pools	534078-57201	\$512.46	
001	11/04/20	CHURCHILLS BOOLS	19564	SEPT. 2020 BOOL CHEMICALS	R&M-Pools	546074-57201	\$435.01	
001	11/04/20	CHURCHILLS BOOLS	29584	RENEW FILTER ARTRIDGES	R&M-Pools	546074-57201	\$318.00	
001	11/04/20	CHURCHILLS BOOLS	29589	INSTALL BLOWMETER	R&M-Pools	546074-57201	\$186.75	
							<b>Check Total</b>	\$2,704.93
<b>CHECK#004941</b>								
001	11/04/20	ENVERA SYSTEMS	695339	NOV GATE MONITORING	Contracts-Security Services	534037-53904	\$7,293.13	
001	11/04/20	ENVERA SYSTEMS	00019185	GATE REPAIRS BARRIER ARM	R&M-Gatehouse	546035-53904	\$469.00	
001	11/04/20	ENVERA SYSTEMS	693737	ADD RES AUG. SEPT. 2020	Contracts-Security Services	534037-53904	\$22.00	
001	11/04/20	ENVERA SYSTEMS	695816	ADD RES OCT AND NOV. 2020	Contracts-Security Services	534037-57201	\$22.00	
							<b>Check Total</b>	\$7,806.13
<b>CHECK#004942</b>								
001	11/04/20	EXERCISE SYSTEMS INC	24394	QTRLY PREVENTIVE MAINT CENTER	R&M-Clubhouse	546015-57201	\$175.00	
							<b>Check Total</b>	\$175.00
<b>CHECK#004943</b>								
001	11/04/20	SOLITUDE LAKE MANAGEMENT	PI-A00489592	OCT LAKE/POND MGMT	Contracts-Lake and Wetland	534021-53902	\$648.90	
							<b>Check Total</b>	\$648.90
<b>CHECK#004944</b>								
001	11/04/20	TERMINIX PROCESSING CENTER	400951826	SEPT BEST CONTROL	R&M-Clubhouse	546015-57201	\$77.00	
							<b>Check Total</b>	\$77.00
<b>CHECK#004945</b>								
001	11/04/20	THE BOME DEPOT	100520-9241	SEPT OCT PURCHASES	R&M-Clubhouse	546015-57201	\$172.20	
							<b>Check Total</b>	\$172.20
<b>CHECK#004946</b>								
001	11/04/20	WASTE MANAGEMENT	9835381-0180-6	REFUSE REMOVAL	Misc-Contingency	549900-57201	\$352.59	
							<b>Check Total</b>	\$352.59
<b>CHECK#004947</b>								
001	11/12/20	BRIGHT HOUSE NETWORKS	077902902103020	BILL BRD 10/28-11/27/20 GATE	R&M-Gatehouse	546035-53904	\$209.96	
							<b>Check Total</b>	\$209.96
<b>CHECK#004948</b>								
001	11/12/20	CLARK ALBAUGH LLP	17233	GEN MATTERS HRU OCT 2020	ProfServ-Legal Services	531023-51401	\$1,018.00	
							<b>Check Total</b>	\$1,018.00
<b>CHECK#004949</b>								
001	11/12/20	LLS TAX SOLUTIONS INC.	002110	ASSESS BONDS SERIES 2018A-2/11/18-1/31/20	ProfServ-Property Appraiser	531035-51301	\$1,200.00	
							<b>Check Total</b>	\$1,200.00
<b>CHECK#004950</b>								
001	11/12/20	OSCEOLA COUNTY TAX COLLECTOR	111120-C00B1	NON AD VAL ASSESS FIRE RESC AC IND/CDD	Misc-Assessmnt/Collection/Cost	549070-51301	\$404.55	
001	11/12/20	OSCEOLA COUNTY TAX COLLECTOR	111120-00B0	NON AD VAL ASSESS FIRE RESC/CDD	Misc-Assessmnt/Collection/Cost	549070-51301	\$97.66	
							<b>Check Total</b>	\$502.21
<b>CHECK#004951</b>								
001	11/19/20	TERMINIX PROCESSING CENTER	401912476	PEST CONTROL 10/6/20	R&M-Clubhouse	546015-57201	\$77.00	
							<b>Check Total</b>	\$77.00
<b>CHECK#004952</b>								
001	11/19/20	THE BOME DEPOT	090420-9241	AUG/SEPT PURCHASES	R&M-Clubhouse	546015-57201	\$899.38	
							<b>Check Total</b>	\$899.38
<b>CHECK#DD328</b>								
001	11/03/20	BRIGHT HOUSE NETWORKS	068176902101820	BILL BRD 10/17-11/16/20 OFFICE	Communication Telephone	541003-51301	\$246.78	
							<b>Check Total</b>	\$246.78
<b>CHECK#DD329</b>								
001	11/03/20	TOHO WATER AUTHORITY	100420 ZCH	BILL BRD 9/4-10/4/20	Utility General	543001-53903	\$252.81	
							<b>Check Total</b>	\$252.81
<b>CHECK#DD337</b>								
001	11/01/20	KUA	101420 ZCH	BILL BRD 9/9-10/7/20	BILL BRD 10-9/9/20	543001-53903	\$3,341.11	
							<b>Check Total</b>	\$3,341.11
<b>CHECK#DD338</b>								
001	11/01/20	KUA	101420 ZCH-A	TO CORRECT ZCH	Utility General	543001-53903	\$48.09	
							<b>Check Total</b>	\$48.09
<b>CHECK#004953</b>								
001	11/23/20	MARK GOSDIN	PAYROLL	November 23, 2020 Payroll Posting			\$184.70	
							<b>Check Total</b>	\$184.70

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT**

Payment Register By Fund  
 For the Period from 11/1/2020 to 11/30/2020  
 (Sorted by Check / ACH No.)

Fund No.	Date	Payee	Invoice No.	Payment Description	Invoice Description	G/L Account	Amount Paid
<b>CHECK 00330</b>							
001	11/23/20	RAMON B. BERMUDEZ	PAYROLL	November 23, 2020 Payroll Bosting			\$184.70
							<i>Check Total</i> \$184.70
<b>CHECK 00332</b>							
001	11/23/20	MICHAEL W. EDGECOMBE	PAYROLL	November 23, 2020 Payroll Bosting			\$184.70
							<i>Check Total</i> \$184.70
						<b>Fund Total</b>	<b>\$25,663.19</b>
<b>Total Checks Paid</b>							<b>\$25,663.19</b>

## **Sixth Order of Business**

**6A.**

Ariel Medina | Field Services Supervisor



313 Campus Street, Celebration, FL 34747  
[www.inframarkims.com](http://www.inframarkims.com)

# Villa Sol CDD Field Management Report

January 2021





# Content



- General Update
- Landscape Review
- Brightview Report
- Solitude Report
- Churchills Report

# General Updates

- Meet with contractors monthly and performed a drive through
- Followed up with vendors on pending items
- Reviewed and processed invoices on a weekly basis
- Returned phone calls
- Solved inquires made by phone and email
- Respond to emails and communications as needed
- Installed exit arm gate
- Installed barricades in 2 areas
- Installed doggy stations
- Performed community light review

# Landscaping Review

***Villa Sol Landscape Review Report***

Issue	Location	Date of Drive-thru	Status	Field Manager Comments	Photos
Dead pine tree	At Florencia Dr.	12/10/2020	Pending	Provide proposal to remove dead palm tree	
Dead palm tree	Puerta del sol Blvd.	12/10/2020	Completed	Proposal to remove dead palm tree was approved during the November meeting, please provide schedule.	

# Brightview Report





January 4<sup>th</sup>, 2021

## VILLA DEL SOL CDD

### MAINTENANCE MONTHLY SUMMARY

November and December 2020

#### ***Week of November 2<sup>nd</sup>, 2020***

- Non-mowing week
- Detail and weeding of the annuals beds
- Sprayed/Pulled weeds throughout property
- Landscaping detail of the entrance
- Elevation of low limbs on trees
- Landscaping detail of the Clubhouse and entrance.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash

#### ***Week of November 9<sup>th</sup>, 2020***

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- We added new bags to dog stations on common grounds



***Week of November 16<sup>th</sup>, 2020***

- Non-mowing week
- Detail and weeding of the annuals beds
- Sprayed/Pulled weeds throughout property
- Landscaping detail of the entrance
- Elevation of low limbs on trees
- Landscaping detail of the Clubhouse and entrance.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash

***Week of November 23<sup>rd</sup>, 2020***

- Mowed all St. Augustine Turf
- Edged all hard/soft landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- We added new bags to dog stations on common ground
- Monthly Irrigation inspection

***Week of December 1<sup>st</sup>, 2020***

- Non-mowing week
- Detail and weeding of the annuals beds
- Sprayed/Pulled weeds throughout property
- Landscaping detail of the entrance
- Elevation of low limbs on trees
- Landscaping detail of the Clubhouse and entrance.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash



***Week of December 7<sup>th</sup>, 2020***

- Mowed all St. Augustine Turf
- Edged all hard landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- Landscaping detail of the entrance and guard shack area.
- We added new bags to dog stations on common grounds

***Week of December 14<sup>th</sup>, 2020***

- Non-mowing week
- Detail and weeding of the annuals beds
- Sprayed/Pulled weeds throughout property
- Landscaping detail of the entrance
- Elevation of low limbs on trees
- Landscaping detail of the Clubhouse and entrance.
- We added new bags to dog stations on common grounds
- We added new trash bags to the garbage cans on common grounds and remove the trash
- Beginning of plants separation and beds definition
- Annual Mulch installation
- Monthly irrigation inspection

***Week of December 21<sup>st</sup>, 2020***

- Mowed all St. Augustine Turf
- Edged all hard landscape beds
- Sprayed/Pulled weeds throughout property
- Mowed all ponds and weed eaten pond banks
- Mowed all Bahia common areas
- Detail and weeding of the annuals beds
- Landscaping detail of the entrance and guard shack area.
- We added new bags to dog stations on common grounds

# Solitude Lake Management Report



**Service History Report**

December 11, 2020  
50097

**Villasol Cdd**

Date Range: 11/01/20..11/30/20

Toll Free: (888) 480-5253  
Fax: (888) 358-0088  
www.solitudelakemanagement.com

=====

**Service Date** 11/4/2020 **8800**  
**No.** PI-A00501039  
**Order No.** SMOR-404284  
**Contract No.** SVR49016  
**Technician Name and State License #s**  
 Noah P. Wetzel

Service Item #	Description	Lake No.	Lake Name
8800-LAKE-ALL	Villasol Cdd-Lake-ALL	2	Villasol Cdd-Lake-ALL
Technician's Comments:	Both of the lakes were treated for grass and weeds along the shoreline.		
General Comments:	Inspected Lake		
Inspected for algae			

=====

**Service Date** 11/16/2020 **8800**  
**No.** PI-A00510919  
**Order No.** SMOR-408567  
**Contract No.** SVR49016  
**Technician Name and State License #s**  
 Noah P. Wetzel

Service Item #	Description	Lake No.	Lake Name
8800-LAKE-ALL	Villasol Cdd-Lake-ALL	2	Villasol Cdd-Lake-ALL
Technician's Comments:	The lakes were treated for shoreline and floating weeds.		
General Comments:	Inspected Lake		
Inspected for algae			



# Churchills Report

**FACILITY REPORT**

**Villa Sol – Main Pool, Spa & Fountain**

**Service Month:** To December 24<sup>th</sup> 2020

**Service Frequency:** 3 x Weekly (since 11.01.20)

**Tasks:** Check/adjust water chemistry/balance, maintain records, brush/vacuum/net pool, load chemical feeders, empty pump baskets, clean/backwash filters/tile/gutters as needed.  
Report on any maintenance/equipment/safety issues

**MAIN POOL:**

Replace pool light & fixing screw.

**SPA:**

Replace filter cartridges.  
Replace flow meter.

**FOUNTAIN:**

No issues.

**NOTES:**

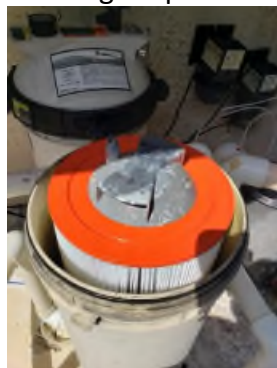
Recommend ensuring no sprinklers spray into equipment area.  
Soil erosion in storage area.  
Stones instead of mulch around equipment would be preferable.

**PHOTOS:**

Light repair:



Cartridge replacement:



**6C.**

# VILLA SOL COMMUNITY DEVELOPMENT DISTRICT

## Landscape/Grounds Maintenance Services - RFP 2020-101

TASK	FREQUENCY	CONTRACTORS			
<b>General Services</b>		<b>Capital Land</b>	<b>Servello</b>	<b>Bladerunners</b>	<b>Yellowstone</b>
Mowing/Blowing/Edging	42	\$58,092.00	\$40,320.00		\$45,570.00
Weed/disease control	2				
Fertilization	3				
Doggy Stations Change	42				
<b>Shrubs/Ground Cover Care</b>	<b>FREQUENCY</b>	<b>Capital Land</b>	<b>Servello</b>	<b>Blade Runners</b>	<b>Yellowstone</b>
Fertilization	4	\$9,600.00	\$8,376.00		\$2,160.00
Pest/Disease Control	6				
<b>Annuals</b>	<b>FREQUENCY</b>	<b>Capital Land</b>	<b>Servello</b>	<b>Blade Runners</b>	<b>Yellowstone</b>
Seasonal Changes	4	\$6,360.00	\$6,240.00		\$5,120.00
<b>Tree Care</b>	<b>FREQUENCY</b>	<b>Capital Land</b>	<b>Servello</b>	<b>Blade Runners</b>	<b>Yellowstone</b>
Palm and Tree Trimming	2	Included under general services	\$7,308.00		\$3,250.00
					Once per year
<b>Irrigation System Monitoring</b>	<b>FREQUENCY</b>	<b>Capital Land</b>	<b>Servello</b>	<b>Blade Runners</b>	<b>Yellowstone</b>
Maintenance Checks	12	\$3,000.00	\$2,940.00		\$2,400.00
<b>Mulch</b>	<b>FREQUENCY</b>	<b>Capital Land</b>	<b>Servello</b>	<b>Blade Runners</b>	<b>Yellowstone</b>
	1	\$8,244.00	\$5,040.00		\$3,600.00
<b>GRAND TOTAL</b>		<b>Capital Land</b>	<b>Servello</b>	<b>Blade Runners</b>	<b>Yellowstone</b>
		<b>\$85,296.00</b>	<b>\$70,224.00</b>	<b>\$64,800.00</b>	<b>\$62,100.00</b>

**Bladerunners did not itemize the tasks and included everything in one price.**

**6Ci.**



## Villa Sol CDD

261 Springview Commerce Drive  
DeBary, FL 32713

11/2/2020

Ariel Medina  
Villa Sol CDD  
3050 Puerta Sol Boulevard  
Kissimmee, FL 34744

Dear Ariel

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process.

Our company is dedicated to servicing your landscape initiatives.

The portfolio and proposal we are providing you includes the following information:

- A comprehensive, easy to read proposal
- Local and reputable references
- Documented proof of licenses necessary to perform our work
- Documented proof of insurance coverage
- Landscape Contract

We look forward to having the opportunity to work with you and to discuss the enclosed information. If you have any questions please contact me at 386-753-1100.

Thank you,

*Greg Wells*

Greg Wells  
Business Developer  
Cell: 407-749-8145  
Office 386-753-1100  
Fax: 386-753-1106  
Email: [gwells@servellosoninc.com](mailto:gwells@servellosoninc.com)














**Site:** Villa Sol CDD  
 3050 Puerta Sol Boulevard  
 Kissimmee, FL 34744

**Billing:** Villa Sol CDD  
 3050 Puerta Sol Boulevard  
 Kissimmee, FL 34744

## Fee Summary

Job #	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	Total	Initial
 <b>General Services</b>														
42 visits per year 42 cuts per year	1,920.00	1,920.00	3,840.00	3,840.00	4,800.00	3,840.00	3,840.00	4,800.00	3,840.00	2,880.00	2,880.00	1,920.00	40,320.00	
 <b>Horticultural Services - Turf</b>														
4 Dedicated Visits 4 Applications		1,449.00			1,449.00			1,449.00			1,449.00		5,796.00	
 <b>Horticultural Services - Tree/Shrub</b>														
6 Dedicated Visits 6 Applications		430.00		430.00		430.00		430.00		430.00		430.00	2,580.00	
 <b>Seasonal Annuals</b>														
4 # of Change 800 # Annuals		1,560.00			1,560.00			1,560.00			1,560.00		6,240.00	
 <b>Palm Tree Trimming</b>														
2 # of Pruning 126 # of Palms			3,654.00							3,654.00			7,308.00	
 <b>Mulch</b>														
1 Times per year 112 Yards				5,040.00									5,040.00	
 <b>Irrigation Maintenance Checks</b>														
12 #of Inspections # of Zones	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	245.00	2,940.00	
<b>Total Fee per Month</b>	2,165.00	5,604.00	7,739.00	9,555.00	8,054.00	4,515.00	4,085.00	8,484.00	4,085.00	7,209.00	6,134.00	2,595.00	<b>70,224.00</b>	

<b>Amortized over year</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>5,852.00</b>	<b>70,224.00</b>
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**OPTIONAL SERVICES - Per Requested Proposal Work\***

*\*Optional Services Pricing - Per Requested Proposal Work Valid with Contract for the 8.2020 - 7.2021 Term*

Servello  
 Initials \_\_\_\_\_

NOTE:  
 Actual schedules for ancillary services may be adjusted based upon contract starting dates.

Villa Sol CDD  
 Signature \_\_\_\_\_

In the event of early termination for whatever reason, the balance of any ancillary services (general services (mows), horticulture, annuals (bedding plants), mulch (bedding dressing, Irrigation Maintenance, leaf clean up) included and amortized annually in the contract amount will be paid in full based upon the contract's termination date.

In the event that account is not kept current ancillary services will be rescheduled until account is returned to current status.  
 Prices under optional services are based upon current prices and are not contracted prices. Prices may increase and you would be notified prior to beginning any work.





## Landscape Service Agreement

We appreciate this opportunity to propose an annual program of landscape maintenance for:

**Villa Sol CDD  
3050 Puerta Sol Boulevard  
Kissimmee, FL 34744**

### SERVICING

Servello will allot equipment, materials and labor to perform quality landscape maintenance as the conditions of the property indicate. All employees are in uniform during working hours to project a professional appearance while performing grounds maintenance services on your property. Servello is an equal opportunity employer and a drug-free workplace.

The work proposed includes all areas that have been landscaped. Natural areas are not included unless specified under additional services.

### General Services

Number of Services per Year	Price per Service	Total
42	\$960.00	\$40,320.00

#### MOWING:

- Mowing will be conducted on a seven to fourteen day frequency depending on growing conditions.
- The turf will be cut at a height to ensure proper growth and to present a professional appearance.
- Retention ponds and lake banks will be mowed to where the turf meets the water. Areas under water or too wet to mow will be addressed when the ground dries out.

#### EDGING:

- Bed edges will be kept clean and well defined around flower beds, shrub beds, open beds and tree rings to prevent encroachment from turf grass and other adjacent plant material.
- Edging of all sidewalks and curbs will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger. Asphalt edging is not included.
- Landscape beds, tree rings will be edged every other mowing service to promote a healthier, more defined bed edge, and reduce expansion of landscape beds. Edging of beds that contain rock instead of mulch will be chemically edged to control excess growth.

#### LINE TRIMMING:

- Line trimming will be performed around posts, etc. during each visit.
- Trimming around obstacles within finished turf areas will be completed during each mowing visit by use of chemicals, a string trimmer or other mechanical means.

#### PAVED AREAS:

- Blowers will be utilized to clear debris generated from the performance of landscape services.
- Undesired growth between expansion joints, cracks and paved areas will be treated with herbicides or mechanically removed.
- Servello & Son, Inc. is not responsible for pavement surface conditions such as sidewalks, driveways, parking lots, etc.
- Sidewalks, curbs and other paved surfaces adjacent to turf and/or other landscaped areas will be kept clean of unwanted landscape debris by the use of forced air machinery.

#### PLANT BED AND SHRUB MAINTENANCE:

- Shrubs and hedges will be trimmed to maintain the natural shape and size of the plant.
- Sidewalks, passage ways, driveways and parking areas will be kept free of overhanging limbs as needed.
- Cutbacks for the reduction in height of plants for the purpose of painting, building clearance, size reduction, etc., is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Shaping and/or shearing the canopies of small trees is not part of the scope of this agreement.
- Detailing of planted areas will be in a sectional method with the frequency of rotation being set to completely detail the entire property once every three (3) visits. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers as well as defining of bed lines, tree saucers, and the removal of unwanted vegetation.

**SMALL LANDSCAPE TREE CARE:**

- Overhanging tree limbs will be maintained to a height of: 6'-8' for walkways, 8'-10' for parking areas, and 10' for roadways. Limbs larger than 1 ½ inches in diameter are not included in the scope of work and will be addressed by the Arbor Division as additional work to be performed after authorization.
- The maximum height of cut is eight (8) feet for walkways and ten (10) feet for vehicle traffic. The maximum limb size for removal is 1 ½ inches diameter. Any tree work beyond these specifications would be covered under "Arbor Services."
- Ligustrum, Hollies, and other ornamental trees will be pruned (up to eight (8) feet in height) in a manner so as to preserve their natural shape and growth characteristics, shearing is not within the scope of work. Suckers will be removed during the regular scheduled services.

**WEED CONTROL:**

- Weed control will require spot treatment of herbicides in beds.
- Weeds germinating in paved areas, covered by these specifications, will be chemically controlled.

**DEBRIS REMOVAL:**

- All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape debris generated from our work will be cleaned from paved areas on days of service. This excludes fall leaf pickup from parking areas, sidewalks, etc. Debris will only be cleaned up in the areas where landscape maintenance was performed (clippings and related landscape debris).

**Subtotal General Services**

40,320.00

## **Horticulture - Turf**

<b>Number of Services per Year</b>	<b>Price per Service</b>	<b>Total</b>
4	\$1,449.00	\$5,796.00

Servello will provide dedicated horticultural visits to determine and treat:

- Turf health and vigor.
  - Turf damaging insects and disease.
- 
- Fertilizers will be applied as needed to maintain a green and healthy appearance.
  - St. Augustine turf shall be fertilized to maintain green healthy appearance. Rate shall be one (1) pound of nitrogen per 1,000 sq. ft. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U. or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf.
  - Herbicides will not be applied in turf area where weeds are so prevalent that re-establishing the turf is not possible, unless directed by the client.
  - St. Augustine & Zoysia Turf grass will be regularly inspected for other turf damaging insects & diseases, once identified the turf areas will be treated on an as needed basis to control populations.
  - Turf areas which have already been over taken with weeds to the point where re-establishing turf is beyond practicality, are not covered under these specifications.
  - Retention areas, Bahia lawns and areas which stay wet, for extended periods of time, cannot be covered by these specifications.
  - Insect control is limited to turf damaging insects only. Insect control does not cover pests such as: termites, fleas, rats, carpenter ants, etc.

### **Fire Ants**

- Fire ant bait will be applied during mowing service & scheduled horticulture applications.

**NOTE:** Contractor shall not be responsible to warranty any turf for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed). Contractor shall not be responsible to warranty any palm, tree or shrub for damages caused from any diseases or insects that is considered uncontrollable or not reasonably controlled (i.e. Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

<b>Subtotal Horticulture - Turf</b>	<b>5,796.00</b>
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## Horticulture - Tree & Shrub

Number of Services per Year	Price per Service	Total
6	\$430.00	\$2,580.00

Servello will provide dedicated horticultural visits to determine and treat:

- Shrub and small tree health and vigor.
- Shrub damaging insects and disease.

### **Ornamentals**

- All small trees, shrubs and ground covers shall receive fertilization as needed to maintain a green and healthy appearance. Trees below ten feet (10') will be treated for insects and disease.
- All palms, excluding Sabal Palms, will be fertilized with fertilizer blended for palms. Once a year, Queen Palms shall be fertilized with a supplemental application of Granular Manganese Sulfate.
- Palms, small trees, shrubs, and ground cover shall be treated as needed to prevent micronutrient deficiencies.
- Shrubs, small ornamental trees, and ground covers will be regularly inspected for other shrub damaging insects & diseases. Once identified, the shrubs, small ornamental trees, and ground covers will be treated on an as needed basis to control insect populations.

•

### **Fire Ants**

- Fire ant bait will be applied during mowing service & scheduled horticulture applications.

**NOTE:** Contractor shall not be responsible to warranty any turf for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed). Contractor shall not be responsible to warranty any palm, tree or shrub for damages caused from any diseases or insects that is considered uncontrollable or not reasonably controlled (i.e. Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).

<b>Subtotal Horticulture - Tree &amp; Shrub</b>	2,580.00
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## **Seasonal Annuals**

**Number of Services per Year**

4

**Price per Service**

\$1,560.00

**Total**

\$6,240.00

### **SEASONAL ANNUALS:**

- Frequency of Rotation  
Per the frequency agreed to in the service agreement, the Contractor recognizes that bedding plants are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display. Contractor will obtain prior approval of plant selection from owner's representative before installation.
- Installation specifications
- All beds will be cleaned and hand or machine cultivated prior to the installation of new plants.
- A granular time-release fertilizer and granular systemic fungicide will be added to the bedding soil at the time of installation.
- Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- Should the annual beds require additional soil, a proposal will be presented prior to installation. All annuals to be installed will be 4" pots, unless otherwise specified.

**Here are just a few examples of 4" inch annuals to choose from: Red Coleus, Multi-color Coleus, Yellow Coleus, Begonia, Blue Salvia, Petunias, Dianthus, Marigolds, & Pansies.**

**Subtotal Seasonal Annuals**

6,240.00



## **Palm Tree Trimming**

**Number of Services per Year**

2

**Price per Service**

\$3,654.00

**Total**

\$7,308.00

**ARBOR SERVICES:**

- Trees in pedestrian walkway areas will have a clearance maintained up to **eight (8)** feet in height. Trees along roadways, entrances and driveways will have a clearance maintained up to twelve (12) feet in height.
- Hardwood trees will be pruned as specified in the production plan, as required by location and species.
- Per contracted frequency, palm trees will be trimmed of excess fronds and cleaned of unwanted seedpods and debris.

**Subtotal Palm Tree Trimming**

7,308.00

## **Mulch**

<b>Number of Services per Year</b>	<b>Price per Service</b>	<b>Total</b>
1	\$5,040.00	\$5,040.00

**MULCH:**

- The installation of mulch agreed to in the service agreement, including labor and materials will be provided.
- Additional mulch will be provided at an additional cost. (Playground mulch areas are not included in the mulch estimate).

**Here are just a few examples of Mulch to choose from: Pine Bark, Pine Straw, Red Shredded Mulch, Cocoa Mulch**

**Subtotal Mulch**

5,040.00

## Irrigation Inspections - Hourly

Number of Services per Year	Price per Service	Total
12	\$245.00	\$2,940.00

### IRRIGATION SERVICE AND INSPECTIONS:

- Irrigation Inspections will be performed as specified per the service agreement.
- Each inspection will include activating each zone and visually verifying and reporting any damaged heads or those requiring repair. All clogged and heads out of adjustment will be cleaned or adjusted. Broken heads, pipes, and valves will be flagged.
- Proposals will be generated to obtain written authorization for repairs (over and above routine maintenance) and/or recommendations to the system. Repairs, as well as service calls requested between scheduled visits, will be performed on a time and material basis.
- Service reports will be submitted for review upon completion. Please note, any damages that may be incurred by our company will be repaired at no extra cost.

### Frequency of Service

It is hereby agreed that the Contractor will perform the following services on the scheduled visits.

### Service Specifications

- Activate each zone of the system.
- Visually check for and report any damaged heads.
- Clean or adjust any heads not functioning properly.
- Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions and local laws.

### Qualifying Statements

- Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
- Service calls required between scheduled visits will be billed on a time and material basis.
- Contractor will not be held responsible for any accident that could arise from the overspray of water on hard surfaces.
- Contractor shall not be held responsible for damage/repairs due to minerals in water or water contamination.
- Damage to the sprinklers resulting from our crews working on the property (e.g., mower and edger cuts) will be repaired at no charge. We will not be responsible for damage caused by sprinkler systems that malfunction or have been broken.
- Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto building or parking areas.
- Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
- Servello & Son, Inc. irrigation technicians are trained in the maintenance and repair of Netafim irrigation lines. Due to low visibility, product design and possible root intrusion, we do not warranty plant material covered by this product.

### Authorization for Repairs

Request for authorization should be submitted to the owner's representative for approval on all repairs in excess of \$200.00. Repairs less than \$200.00 will be made at the time of the inspection and billed at our standard customary time and material rates. A description of the problem, its location, and an estimate of the cost will be included.

<b>Subtotal Irrigation Inspections - Hourly</b>	2,940.00
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<b>Project Total</b>	\$70,224.00
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## **ADDITIONAL SERVICES AVAILABLE**

The following additional services, if not included in the service agreement, can be provided. Servello will submit a written proposal for approval. Upon written authorization, these charges will be billed separately and are due net upon receipt.

- Cut back of existing plant material to reduce overall size or to provide access to the buildings for painters, etc.
- A complete landscaping service is available to include plant and sod replacement, as well as new landscaping of added areas upon separate negotiation.
- Tree care that is not included in the scope of work will be addressed as additional work to be performed by the Arbor Division after authorization.
- Irrigation inspections are not included in the scope of work and will be addressed as additional work to be performed after authorization. An irrigation maintenance service contract is available and can be incorporated into the contract by addendum.
- Fertilization/Pest control is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Seasonal annuals are not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Perennials are not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Mulch and the replacement of mulch is not included in the scope of work and will be addressed as additional work to be performed after authorization.
- Additional mowing beyond the number of frequencies specified in the proposal will be performed after authorization for additional billing.
- Clearing or maintenance of natural areas and wood line encroachment will be performed after authorization for additional billing.

## **EXTRA SERVICE REQUESTS**

Any extra services can be requested and will be billed accordingly. A proposal for services will be submitted and will require approval prior to the initiation of such projects. This would include, but is not limited to, pruning shrubs away from building for construction or painting, pest control treatments beyond the scope of contract, transplanting plant materials, irrigation inspections, storm clean-up, removal of leaves, etc.

## **SPECIFIC EXCLUSIONS**

- Servello & Son, Inc. is not responsible for hazardous conditions or any damage done by third parties, owner neglect, acts of nature (e.g, inclement weather, fire, freezes, etc), areas that are continually wet or are underwater for extended periods of time, theft, falling tree limbs/fronds, burrowing animals, hazardous grade conditions, vandalism, affecting the property defined in this agreement.
- Contractor shall not be responsible to warranty any turf replacement for damages caused from any weed variety that is considered invasive (e.g., Crabgrass, Alexandergrass, Torpedograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beegarweed).
- Contractor shall not be responsible to warranty any palm, tree, or shrub replacement for damages caused from any diseases or insects that are considered uncontrollable or not reasonably controlled (e.g., Root Rot, Phytothora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).
- Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees is not covered under this agreement, but will be priced separately if it should become necessary.
- Servello & Son, Inc. cannot be responsible for groundcover beds that are infested with weeds. The roots of the weeds intertwine with the ground cover roots making control impossible. A separate proposal will be provided for the removal of weed infested groundcover beds and replacement, after the soil has been replaced or treated.
- Servello & Son, Inc. is not responsible for wood line encroachment.
- Every attempt will be made to ensure sprinkler heads are positioned so water does not spray directly onto buildings or parking areas. Servello & Son, Inc. will not be responsible for any incidences which could arise from the overspray of water or landscape damage caused by mandatory water restrictions. Servello & Son will not be responsible for grade levels around irrigation system, parts or damage of any kind, caused by sprinkler systems.
- Servello & Son will not be responsible for wires, cables, pipes, or anything else that may be either underground, entwined within the root system, hung on or through plants being worked on, or otherwise in conflict with the completion of services. The property owner agrees to ensure that all such items are marked or removed prior to the start of the job.
- Servello & Son will not be responsible for damage caused by drought, disease or insects in the absence of an agreement to provide complete irrigation and horticultural services within the scope of services defined herein.

## **NON-SOLICITATION OF EMPLOYEES**

The Client will not directly or indirectly approach, solicit, entice, or attempt to approach and solicit any of the employees of the Contractor or its Affiliates to leave the employment of the Contractor or use the employees outside of the scope of services of the contract between the parties (side work).

It is agreed by the parties that the actual damages which might be sustained by the Contractor by reason of the breach of the Client of his promise of non-competition and non-solicitation are uncertain and would be difficult to ascertain. It is further agreed that the sum of ten thousand and no/100 dollars (\$10,000.00) or 10% of the total contract price (whichever is greater) would be reasonable and just compensation for such a breach. The Client hereby promises to pay and the Contractor hereby agrees to accept such sum as liquidated damages and not as a penalty in the event of such breach.

**INSURANCE**

Servello & Son, Inc. maintains a \$5,000,000 liability policy covering personal and property damage issued under Auto-Owners Insurance Company. For "Additionally Insured" requests, the cost will be passed on to the customer. A certificate of insurance will be provided upon acceptance of this Agreement. Our employees are covered under workers compensation through Florida Retail Federation (administered by Summit) and we actively participate in a companywide safety program.

**GOVERNING LAW**

It is mutually agreed and understood that all matters between the parties hereto, including any matters pertaining to the terms of this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and to performance, and that any action at law, suit in equity or judicial proceeding between the parties, including but not limited to the enforcement of this contract, or any provision thereof, shall be instituted and maintained in any court of competent jurisdiction in or for Volusia County, Florida. The parties hereto by executing this Agreement expressly waive the right to trial by jury. The parties agree that the prevailing party in any litigation between the parties hereto, including any appeals, shall be entitled to recover all attorney's fees incurred, court costs and other expenses, whether or not taxable by the court as costs in addition to all other relief to which the prevailing party is entitled. By executing this Agreement, the Client agrees that if the Contractor retains counsel to collect any sums due and owing from the Client, the Contractor shall be entitled to recover all attorney's fees incurred regardless of whether or not suit is filed.

**NOTICE OF DEFICIENCY**

The Client shall notify the Contractor in writing within seven (7) days of the discovery that any work performed by the Contractor is deficient and the Client's failure to do so shall be consider a waiver of the right to object to the quality of Contractor's work.

**RENEWAL**

This contract shall automatically renew for additional twelve (12) month terms without notice. Either party may prevent automatic renewal by delivery of a Notice of Intent to Cancel by certified mail to the other party no less than thirty (30) days prior to the termination date of this contract or any renewal term. Unless otherwise negotiated in advance each renewal term shall include a contractual fee increase not to exceed three (3) % over the existing contract amount.

**CANCELLATION**

This contract may be canceled by either party with cause by delivery of a Notice of Cancellation for Cause by certified mail to the other party, which notice shall have an effective date of no less than thirty (30) days after delivery of the Notice of Cancellation. The Notice of Cancellation for Cause shall provide the itemized basis for cancellation and the other party shall have fifteen (15) days to cure. If the deficiency is cured timely, the Notice of Cancellation for Cause shall be deemed canceled and withdrawn and the contract shall remain in full force and effect. In the event of early termination for cause a final adjusted invoice for the balance due for any completed services included and amortized annually (including but not limited to general maintenance, horticulture, mulch (bed dressing), annuals, palm tree trimming, irrigation maintenance, leaf clean up) under this contract will issue and shall be payable upon receipt in addition to any other past due balance, if any.

**PAYMENT AND TERMS**

Servello & Son, Inc. agrees to perform the work in the manner described for the annual amount of **\$70,224.00** payable in monthly installments of **\$5,852.00**

All monthly installments are due on the first day of each month of service and are considered past due after 30-days. **In the event payment is not received timely Servello & Son, Inc., reserves the right to either suspend the performance of all work until it receives payment of any overdue installment or cancel the Landscape Service Agreement without notice in which the balance of all completed services, billed or unbilled, including those amortized annually, will be immediately due and owing.** A service charge of 1.5% per month will be applied to all overdue installments. All payments are to be mailed to: Servello & Son, Inc., 261 Springview Commerce Drive, DeBary, Florida 32713.

**This price is effective for 30 days.**

**Upon acceptance, please initial each page, sign, and return a copy of the agreement to Servello & Son, Inc. Thank you.**

**APPROVED AND ACCEPTED FOR:  
Villa Sol CDD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Start Date:** \_\_\_\_\_

Servello & Son, Inc.  
261 Springview Commerce Drive  
DeBary, FL 32713

By: \_\_\_\_\_  
Gregory Wells

Date: \_\_\_\_\_



*We believe our clients say it best!*

**Kristen Suit**  
District Manager  
**Vista Lakes CDD**  
6206 Bristol Channel Way  
Orlando, FL 32829  
407-566-4378 Ext. 64135



**Valerie Rogers**  
LCAM, Property Manager  
**Heritage Estates Garden Homes**  
11701 Heritage Estates Avenue  
Orlando, FL 32825  
407-275-9095



**Jeffrey Messer**  
Board President  
**Parkside Townhomes at  
Venetian Bay**  
3571 Romea Dr  
New Smyrna Beach, Fl 32168  
207-838-5994



*Please contact us to schedule your tour of our  
properties.*



## *Peace of Mind*



*Before interviewing, all potential team members are drug tested & we perform criminal background checks.*



## *Uniforms*

*ALL Servello Staff wear uniforms during working hours with a visibly listed name of the company.*



*We are committed to providing you with the best staff in Central Florida.*





*Our disaster relief plan quickly addresses your needs immediately after a storm.*

## ***Resources:***

- *Staff of 100+ employees*
- *Fleet of over 50 trucks*
- *Extensive supply of equipment*
- *Onsite fuel source of over 1500 gallons*
- *Office generators*

***Our team will be there to support you!***

*To Clear roadways, Remove immediate dangers & Make your property safe.*



*We believe our reputation is your reputation and we want to earn your trust.*



*Servello has been exceeding industry standards in the area of quality and dependability in Central Florida for over 25 years!*

*We provide a complete range of landscape services:*

*Maintenance*

*Landscape Design*

*Fertilization & Pest Control*

*Irrigation*

*Tree Care*



*Orlando District 6  
Beautification Award.*



*Arthur Rood Award for  
Excellence.*



*FNGLA State Award for  
Landscape Installation over  
\$500,000.*









# *Mission Statement*

*To provide our clients with quality, cost effective service in all areas of landscape maintenance.*

*To build and maintain strong client and employee relations.*

*To provide employees with goals and opportunities to advance and grow.*

*“Always Providing Solutions.”*





**6C.ii.**

# Landscape Maintenance Services Proposal

*prepared for*

## VillaSol Community Development District

June 2020



**YELLOWSTONE**  
LANDSCAPE



407.396.0529 tel  
407.396.2023 fax

1773 Business Center Ln.  
Kissimmee, FL 34758

[www.yellowstonelandscape.com](http://www.yellowstonelandscape.com)

June 26th, 2020

Ariel Medina  
Inframark  
313 Campus Street  
Celebration, FL 34747  
Ph. 407-566-4122

**Re: Landscape Maintenance Services Proposal for VillaSol CDD**

Dear Mr. Medina,

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for **VillaSol CDD**. We call this your Plan for Success™ because our integrated service plan has been designed to give you a landscape that you can be proud of.

Your Plan for Success™ includes the following sections:

- **Startup Plan:** Actions we will take in the first 30, 60 and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Work:** Exhibit B and map provided to us in RFP
- **Experience:** Information about our company's qualifications, capabilities and values.
- **Licenses and Certifications:** All current licenses and certifications held by our local staff.
- **Pricing Breakdown:** Pricing for maintenance services on provided pricing sheets

If you have any questions after reviewing our proposal, please contact me at any time. I would welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,

Pete Wittman  
Business Development Manager  
[pwittman@yellowstonelandscape.com](mailto:pwittman@yellowstonelandscape.com)  
407.319.8298



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**YELLOWSTONE**  
LANDSCAPE

# Start-up Plan

# Startup Plan

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This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

## First 30 Days

- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance – mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Replace annuals that are in decline
- Lift trees around front of Clubhouse. Some are very low and you have to duck to walk along sidewalk
- Spot treat weeds in turf areas to be reclaimed
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Apply fertilizer to struggling shrubs on the property
- Begin insect and disease program on all plant material
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern

## Days 31-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance – mowing, blowing and edging
- Retreat turf weeds
- Continue RoundUp applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas

## Days 61-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans.
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance – mowing, blowing and edging



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**YELLOWSTONE**  
LANDSCAPE

## Scope of Work

Scope listed on following pages is from another CDD,  
but all scope applies with some minor changes. Changes  
highlighted in Red

EXHIBIT B

**Scope of Services**

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



## **1. PROJECT SCOPE**

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

### **1.1 General Overview**

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

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

## **2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

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

### **2.1 Operation Procedures**

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

### **2.2 Key Personnel**

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

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

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

### **2.3 Personnel Dress Code**

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

**2.4 Personnel Conduct**

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

**2.5 Safety Program**

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

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

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

**2.6 Facility Location**

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

**2.7 Subcontractors**

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

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

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

## **2.8 Consultants**

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

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

## **2.9 Document Control and Data Maintenance**

### **2.9.1 Document Control**

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

### **2.9.2 Data Maintenance**

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

### **2.9.3 Highlight Report**

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

### **2.9.4 Data Dispersal**

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

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

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

#### **2.10 Verification of Data**

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

#### **2.11 Ownership of Data**

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

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

#### **2.12 Quality Control**

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

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will

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

### **3. COORDINATION**

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

#### **3.1 General Coordination**

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

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

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

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

#### **3.2 Contractor's Project Manager**

Contractor shall designate an onsite representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of

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

#### 4. SCHEDULED OPERATIONS AND MAINTENANCE

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

##### 4.1 Turf Care

###### 4.1.1 Mowing

- a. All lawns, located in developed areas, including Zoysia St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of 42 times a year. **St Augustine 42 mows, Bahia 34-36 mows per year**
- b. Turf areas shall be cut to a height of no more than three (3-4) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

###### 4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as

outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.

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

#### 4.1.3 Trimming

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

#### 4.1.4 Weed and Disease Control

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



- c. All state and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.1.5 Fertilization

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

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

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

#### 4.1.6 Pest Control

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

#### 4.1.7 pH Adjustment

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

## 4.2 Shrubs/Ground Cover Care

### 4.2.1 Pruning

Detail will be performed every 3-4 weeks. 12-17x per year

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of every ~~two (2) weeks~~. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.

- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

#### 4.2.2 Annuals

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

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

#### 4.2.3 Weeding

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

#### 4.2.4 Fertilization

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

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

#### 4.2.5 Pest and Disease Control

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

- e. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire term of the Agreement.

#### 4.2.6 Mulching

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

#### 4.2.7 pH Adjustment

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

#### 4.2.8 Annuals

##### **December through March**

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

##### **April through June**

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

##### **July through November**

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

##### **November and December**

Red and white petunias

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

#### **4.3 Tree Care      Palms will be pruned 1x/year**

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

##### 4.3.1 Pruning

- a. Street tree pruning shall occur on all of the trees 2 times per year on a rotating schedule. The trees shall be thinned and lifted in order for the trees

to mature structurally to avoid traffic notching and a top heavy appearance. Larger live branches may have to be removed. Any trees that are being damaged by vehicular traffic due to low hanging branches must be pruned immediately.

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

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



- e. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
- f. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- g. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- h. Selective pruning and shaping shall be performed as needed to expose landscape lights. Street lights and regulatory signage.

#### 4.3.2 Fertilizer

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

#### 4.3.3 Pest Control

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

#### 4.3.4 Mulch

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

#### 4.3.5 pH Adjustment

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

### 4.4 **Irrigation System**

#### 4.4.1 General Requirements

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.

- c. Automatic irrigation system will be updated monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

#### 4.4.2 Monitoring/Adjustments

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

#### 4.4.3 Valve/Valve Boxes

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

### 4.5 Litter Removal

#### 4.5.1 Landscape Areas

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

#### 4.6.2 Road Right-of-Way, Ponds.

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

### 5. **UNSCHEDULED MAINTENANCE AND REPAIRS**

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

#### 5.1 **General**

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

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

#### 5.2 **Damaged Facilities**

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

5.2.2 Irrigation Repairs

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

### **5.3 Emergency Repairs**

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

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

### **5.4 Unscheduled Maintenance**

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Owner and shall respond and complete the request within two weeks or a mutually agreeable time

with the Owner. The Contractor's cost estimate to provide the work shall be approved by the Owner prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

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

## 6. **RESPONSE TIME**

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

### 7. **General**

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

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

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

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

### 7.1 **Emergency Response Program**



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

- Irrigation line breaks
- Equipment failures

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





 CDD LANDSCAPE  
 BUSH HOGGING

### VILLA SOL

Scale: 1" = 500'  
Photography: Jan. 2008



This map was prepared for the Osceola County Property Appraiser's Office. It is not intended for use as a legal document. It is not intended for use as a survey.





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**YELLOWSTONE**  
LANDSCAPE

## Experience



# YELLOWSTONE LANDSCAPE



*Yellowstone Landscape* began with the unification of established, independently successful landscape companies across the South.

Since 2008, we've been linked by a common goal to better serve our clients, sharing decades of experience in landscape design and installation, tree care services and landscape maintenance.

As one of the landscape industry's fastest growing and most awarded commercial landscaping

companies, we are proud to serve more than two thousand client properties from our local branch facilities, across six Southern states.

We offer a uniquely comprehensive suite of services and expertise, allowing us to partner with our clients at any stage in their landscape's life cycle. From a landscape design idea on a computer screen, to a mature and thriving landscape in the ground, Yellowstone Landscape is the only commercial landscaping partner you'll ever need.



# Proud to Serve Orlando



## *Excellence in Commercial Landscaping for Your Orlando Area Properties*

Yellowstone Landscape is proud to serve Central Florida's commercial landscaping needs from two branch locations in Orlando. With **more than 150 local employees**, we're one of the largest and most awarded commercial landscape service firms in the greater Orlando area.

We offer landscape design, landscape installation, and landscape maintenance services

to some of the area's most beautiful homeowner associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail shopping centers.

Our service teams are ready to provide you with **Orlando's most professional and responsive commercial landscaping services**, always tailored to your needs and expectations.

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**Orlando-North Offices**  
1930 Silver Star Road  
Orlando, FL 32804  
407.814.2400

**Orlando-South Offices**  
1773 Business Center Lane  
Kissimmee, FL 34758  
407.396.0529



# Landscape Maintenance



Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are **hundreds of details** that need to be coordinated for your landscape to look its best. Assuring that none of those details are overlooked requires a professionally administered, **integrated Landscape Maintenance program**.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into **your Plan for Success™**.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to **solve problems while they're still called opportunities**. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with **all the information you need** about your landscape, **when you need it**.



# Irrigation Installation & Management



There is **nothing more essential to the success of your landscape** than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are **experts in all major commercial irrigation systems**. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, **our Irrigation Teams are dedicated to protecting your valuable water resources**. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These **guidelines govern how we design, install, and maintain your irrigation system**.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

**Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.**



# Seasonal Color Installations



If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will “bring the wow” to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation’s plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants’ watering requirements are being met.



# Landscape Design



**YELLOWSTONE**  
LANDSCAPE



You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

**Our Designers are specially trained, creative professionals.** They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a **complimentary service to current Landscape Maintenance clients** when we install your landscape enhancement.



# Landscape Installation



You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and capabilities scalable to handle any project and any time line.

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to preserve the

long term health and appearance of the project after installation. We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

We offer extended warranties on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become your lifetime landscape service partner, growing with you as your landscape matures.



# Tree Care Services



Your trees add beauty and value to your property. In the case of mature trees, they are **an absolutely irreplaceable asset**. Keep them healthy and protect your property with regular evaluations and treatments.

Yellowstone Landscape is a full service tree care company, specializing in Plant Health Care and Pruning in accordance with the highest industry standards. Our Tree Care teams are led by **certified Arborists**, educated and trained in all aspects of Arboriculture.

We're dedicated to improving and protecting your trees and shrubs, utilizing the latest innovations in tree care science.

## Our Tree Care services include:

- Pruning
- Cabling & Bracing
- Lightning Protection
- Fertilization
- Disease & Pest Management
- Tree Removal
- Tree Planting
- Stump Grinding
- Root Management

# Building Lasting Partnerships



Yellowstone Landscape has developed a reputation for creating and maintaining award-winning landscape environments for some of the country's most recognized brands.

But the work is only part of the reason that clients choose to partner with us.

Because of our proactive approach, flexible scheduling to accommodate special events, and a relentless focus on communication, our clients choose to continue their partnerships with us, year after year.

Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our

high-quality landscapes, coupled with superior customer service are why clients look to us for all their landscape needs.

Yellowstone clients know that effectively managing their property's landscape is a lifetime commitment that requires careful coordination of services. That's why our approach to managing your property's landscape investment includes regular maintenance services (mowing, trimming, edging) paired with detailed fertilization and pest management plans to keep your property looking its best, while preserving the long-term health of your landscape.

Yellowstone Landscape is honored to serve each of our clients' properties and we look forward to continuing our tradition of award-winning service as we build new relationships with clients across the South.



# Industry Recognition



Our clients' properties have earned dozens of National Landscape Awards of Excellence, the highest honor given in our industry. They've been recognized as some of the most outstanding commercial landscaping projects in the country. Below is a partial listing of our award-winning projects:

**Hermann Park;** Houston, Texas; 2017

**Walton Riverwood;** Atlanta, Georgia; 2017

**Legacy of Leesburg;** Leesburg, Florida; 2017

**Swan and Dolphin Resort;** Orlando, Florida; 2016

**Cane Island Amenity Village;** Katy, Texas; 2016

**Tradition;** Tradition, Florida; 2015

**AAA Headquarters;** Lake Mary, Florida; 2013

**Technology Park Atlanta;** Peachtree Corners, Georgia; 2013

**Boeing 787 Assembly Facility;** North Charleston, South Carolina; 2012

**Waldorf Astoria Resort;** Orlando, Florida; 2012

**Grand Haven;** Palm Coast, Florida; 2011

**Fleming Island Plantation;** Orange Park, Florida; 2010

**Hammock Beach Resort;** Palm Coast, Florida; 2008

**Reunion Resort & Club;** Orlando, Florida; 2007



# Committed to Safety



Yellowstone Landscape has made safety our number one priority. We know that we are equally responsible for the safety of our employees, and our clients' residents, employees, guests and their property.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting or ending the day at one of our branch locations, traveling over the area's roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

## Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times



# Environmental Stewardship



As a leader in the landscaping industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

**Our initiatives toward responsible environmental stewardship include:**

**Integrated Pest Management:** IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

**Innovation Irrigation:** This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

**Reducing Carbon Emissions:** EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

**Organic Options:** We offer organic alternatives to all traditional management solutions.

**Drought-Tolerant Plants & Trees:** Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.



# Services for Public Sector Clients



We are proud to serve Public Sector clients across the South, and to be a part of some tremendously successful projects beautifying our local communities. **We understand the challenges that local governments and agencies face in managing their public green spaces.**

Public parks, trails, and streetscapes create unique opportunities to enrich the lives of your community's residents. Investing in professional landscape services delivers a consistently high-quality appearance, and does so at a lower cost than in-house grounds maintenance services.

Our professional landscaping services offered to Public Sector clients include award-winning

Landscape Design and Installation teams, ready to deliver beautiful landscape enhancements and installations. When we continue to maintain the project for you, we can even extend our normal warranty on installed plant materials.

We'll also work with you to identify any possible liabilities or hazards in your community's public spaces. With services like raising tree canopies and making sure drains are kept clear of debris, our Landscape Professionals partner with you to keep your residents safe from hazards. And, in case of a natural disaster or extreme weather event, our crews will be there to assist with clean up after the storms have passed.



# Reunion Resort & Club



## LOCATION

Orlando, Florida

## CLIENT

Salamander Hotels & Resorts, GMS,  
Aegis Community Management

## PROPERTY TYPE

Resort Community

## SERVICES PROVIDED

Landscape Design  
Landscape Installation  
Landscape Maintenance

*Reunion Resort & Club* is a 2,300-acre master-planned resort community located in Orlando, Florida.

Reunion is proud to be the only resort community in the world that offers three signature golf courses, designed by golf legends: Jack Nicklaus, Arnold Palmer and Tom Watson.

Reunion's Linear Park, a popular wedding venue, includes structured planting beds and majestic oaks. The five-acre water park, another popular area of the resort, brims with colorful, tropical plants.

Since design and installation began, Yellowstone Landscape has been Reunion's exclusive professional landscape service partner.

The resort community's landscape maintenance areas include over 800,000 square feet of ornamental beds in addition to the acres of manicured turf, 3,000 trees and over 500 palms.

The resort's active special event schedule requires constant coordination between service teams and Reunion's various property management entities.



# Legacy of Leesburg



## LOCATION

Orlando, Florida

## CLIENT

Leland Management

## PROPERTY TYPE

55+ Community Association

## SERVICES PROVIDED

Landscape Design  
Landscape Enhancement  
Landscape Maintenance

*Legacy of Leesburg* is an active retirement lifestyle community, located 45 minutes from Orlando.

The developer's intent is to provide all the modern amenities active adults expect in a home, placed in a setting that encourages them to explore central Florida's natural beauty.

The result is that nearly all of Legacy's 1000 homes have a view of either a natural conservation area, or one of the nineteen ponds that dot the community's landscape. With over seven miles of maintained walking

paths along thirteen trails, residents are frequently seen strolling in the shade of the hundreds of ancient oaks.

Legacy is also home for many types of wildlife. Alligators, bobcats, cranes and other native birds are commonly seen across the community.

The 450 palms are pruned once per year and the annual flower beds, while small in size, add vibrant pops of color to Legacy's entrances and clubhouse.



FEATURED PROJECT

# Walt Disney World Swan & Dolphin Resort



**YELLOWSTONE**  
LANDSCAPE



## LOCATION

Orlando, Florida

## CLIENT

Starwood Hotels and Resorts

## PROPERTY TYPE

Resort Community

## SERVICES PROVIDED

Landscape Design  
Landscape Enhancement  
Landscape Maintenance

*The Swan and Dolphin Resort* is situated on 87 acres within Walt Disney World. The resort is comprised of two separate hotels, The Swan and The Dolphin, joined by a palm tree-lined bridge between the two hotels.

The resort complex features all the expected Disney amenities, including 5 pools, a white sand beach, restaurants, spas, and conference spaces, all surrounded by immaculately maintained tropical landscaping.

Frequent special events like the annual Food and Wine Festival, require

careful planning between our on site service team and the owners.

As a designated Florida Green Lodging Property, the resort mandates the use of integrated pest management practices and that service teams monitor emissions and irrigation usage in order to minimize the environmental impact of our services.

In 2016, The Swan and Dolphin received a National Landscape Awards of Excellence Grand Award, the commercial landscape industry's highest honor.



# Waldorf Astoria Orlando Resort



**LOCATION**

Orlando, Florida

**CLIENT**

Waldorf Astoria Hotels & Resorts

**PROPERTY TYPE**

Resort

**SERVICES PROVIDED**

- Landscape Design
- Landscape Enhancement
- Landscape Maintenance

*The Waldorf Astoria Orlando*

**Resort** features unrivaled luxury accommodations from one of the world's most famous hotel brands.

The client requires meticulous attention to detail and an immaculate appearance in their landscape at all times. Yellowstone Landscape delivers best in class landscape management with attention to detail, pro-active services and sensitivity to the Waldorf guests' experience.

Landscape service crews use electric equipment to reduce noise on the property, and only service the landscape during weekday mornings, completing by 8am to preserve the Waldorf Astoria's focus on their guest's comfort.

The property was awarded a National Landscape Award of Excellence Grand Award in 2012, recognizing it as one of the nation's most outstanding commercial landscape management projects.



# CDD Landscape Maintenance Experience

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We are proud of our partnerships with many of Central Florida's most respected Community Development Districts. Below is a selected listing of the districts currently being served by Yellowstone Landscape's Orlando-South branch location.

Project Name	Contact Information	Annual Contract Amount
Reunion East and West	George Flint, GMS 407.555.5555	>\$1,000,000
Anthem Park CDD	Patricia Comings, DPFG 407.221.9153	>\$150,000
Bonnet Creek CDD	Richard Hartman, Land Development 407.832.3980	>\$200,000
Crescent Lake CDD	Ron Hood, Crescent Lake CDD 407.427.2373	>\$160,000
Lake Ashton CDD	Alan Scheerer, GMS 407.841.5524	>\$300,000
Randal Park CDD	William Viasalyers, GMS 407.841.5524	>\$200,000
Avalon Groves CDD	Patricia Comings, DPFG 407.221.9153	>\$100,000

# References

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At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

Project Name: Legacy of Leesburg (999 homes and common areas)  
Client Since: 2015  
Services Provided: Landscape Maintenance, Landscape Enhancements  
Client Contact Information: Sherri Jackson, *CAM*  
Leland Management  
5400 Legacy Blvd, Leesburg, FL 34748  
352.365.9800  
[sjackson@lelandmanagement.com](mailto:sjackson@lelandmanagement.com)

Project Name: Waterleigh HOA Phase 1 and 3 (350 homes currently and common areas. Still be built out)  
Client Since: 2017  
Services Provided: Landscape Design & Installation, Landscape Maintenance  
Client Contact Information: Michelle Collier, *Senior Community Association Manager*  
Access Management  
16150 Pebble Bluff Loop, Winter Garden, FL 34787  
407.605.5588  
[mcollier@accessdifference.com](mailto:mcollier@accessdifference.com)

Project Name: Legado HOA, Windermere, FL (Common areas and townhomes)  
Client Since: 2019  
Services Provided: Landscape Design & Maintenance, Landscape Enhancements  
Client Contact Information: Derek Lovett, *HOA Manager*  
Mattamy Homes  
407.215.6269  
[derek.lovett@mattamycorp.com](mailto:derek.lovett@mattamycorp.com)



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**YELLOWSTONE**  
LANDSCAPE

## **Licenses and Certifications**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412  Daytona Beach FL 32115-2415	CONTACT NAME: Elinn Peacock	FAX (A/C, No): (386) 333-6113
	PHONE (A/C, No, Ext): (386) 944-5804	E-MAIL ADDRESS: epeacock@bbdaytona.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED YELLOWSTONE LANDSCAPE, INC 3235 N STATE STREET PO BOX 849 Bunnell FL 32110	INSURER A: United Specialty Insurance Company	12537
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Great American Insurance Company	16691
	INSURER D: The Charter Oak Fire Insurance Company	25615
	INSURER E: American Guarantee and Liability Insurance Company	26247
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ATNATL1914413	04/30/2019	04/30/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> PESTICIDE & HERBICIDE						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			TC2JCAP9D89521919	04/30/2019	04/30/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
							PIP	\$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB2N1103271951D	04/30/2019	04/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	OCC & AGG	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

## CERTIFICATE HOLDER

## CANCELLATION

YELLOWSTONE LANDSCAPE INC  
3235 N STATE ST  
PO BOX 849  
BUNNELL FL 32110

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Licenses & Certifications



**YELLOWSTONE**  
LANDSCAPE

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Yellowstone Landscape - Southeast, LLC**

2 Business name/disregarded entity name, if different from above  
**dba Yellowstone Landscape**

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **C**  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**3235 N. State Street, PO Box 849**

6 City, state, and ZIP code  
**Bunnell, FL 32110**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-				
--	--	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	2	9	9	3	5	0	3
---	---	---	---	---	---	---	---	---	---

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ *Capital West LLC*

Date ▶ *1/1/2016*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien); to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST™

*Douglas Durling*

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



*Luana Vargas*

Luana Vargas  
Director of Credentialing Services  
International Society of Arboriculture

*Caitlyn Pollihan*

Caitlyn Pollihan  
Executive Director  
International Society of Arboriculture



#0847  
ISO/IEC 17024  
Personnel Certification Program  
ISA Certified Arborist®

FL-0322A  
Certification Number

11 Dec 2010  
Certified Since

31 Dec 2021  
Expiration Date



State of

Florida

Department of Agriculture and Consumer Services  
Bureau of Entomology and Pest Control

This is to Certify that DOUGLAS R. DURLING is a

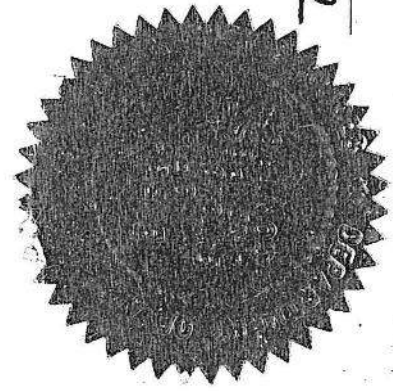
Certified Pest Control Operator

and is privileged to practice

LAWN AND ORNAMENTAL PEST CONTROL

in conformity with an Act of the Legislature of the State of Florida  
regulating the practice of Pest Control and imposing penalties for violations

In Testimony Whereof, Witness this signature at  
Jacksonville, Florida this 11TH day of JANUARY  
in the year of our Lord 1996



No. 8127

Bob Crawford

BOB CRAWFORD  
Commissioner of Agriculture

*[Signature]*  
CHIEF

Bureau of Entomology and Pest Control



## Pricing Breakdown



**VillaSol CDD**  
**Exhibit A**  
**Landscape Management Service Pricing Sheet**

Core Maintenance Services

**Mowing & Clean Up & Detailing** **\$45,570.00**

*Includes mowing, edging, string-trimming,  
clean-up, shrub pruning, and weed removal*

*42 mows on St. Augustine, 36 mows on Bahia, 12-17 detailing/pruning/weeding per year*

**IPM - Fertilization & Pest Control** **\$2,160.00**

*Fertilization/Fungicide/Insecticide/herbicide/weed control*

*Follows all specs in scope of work*

**Irrigation Inspections** **\$2,400.00**

*Includes monthly inspections with reports*

*Repairs needed will be proposed separately at time of discovery*

**Tree/Palm Pruning** **\$3,250.00**

*Palm pruning 1x per year*

*Tree pruning up to 8' over sidewalks and 14' over roads as needed*

**Cypress Mulch (1x/year)** **\$3,600.00**

*Estimated 80 cubic yards per year*

*Includes all labor and materials*

**Annuals (4x/year)** **\$5,120.00**

*Estimated 800 4" units per quarter*

*Includes all labor and materials*

<b>Grand Total Annual</b>	<b>\$62,100.00</b>
<b>Monthly</b>	<b>\$5,175.00</b>

Client Initial: \_\_\_\_\_

**6C.iii.**



October 14<sup>th</sup>, 2020  
Revised: November 11<sup>th</sup> 2020

**Villa Sol CDD**  
313 Campus Street  
Celebration, FL 34747

This proposal includes **Villa Sol CDD** common areas

We would like to take this opportunity to thank **Villa Sol CDD** for the opportunity to submit this proposal. We take pride in the quality of our work and our competitive rates. We have more than 18 years' experience in the industry. We have invested a lot of thought in reviewing your property individually. We have assessed everything involved to tailor our service to meet the specific needs of the landscaping for your property.

We proudly offer professional, experienced, fully insured and drug free employees. All employees shall conduct themselves in a manner, which represents a professional business. All of our employees wear distinctive Blade Runners professional uniforms. All employees are well trained in the proper use of all equipment needed to fulfill the requirements of this contract.

Quality is the backbone of our company. We take great pride in the quality of work and the appearance of our company. We feel our work speaks for itself and we offer very competitive rates. If awarded this contract we are sure you will take notice to the Quality of our work!

#### **SERVICES OFFERED**

- LAWN / GROUNDS MAINTENANCE
- LANDSCAPE RENOVATIONS
- MULCHING
- IRRIGATION REPAIR / MAINTENANCE
- LANDSCAPE LIGHTING
- FOUNTAIN REPAIR
- LANDSCAPE DESIGN
- SOD INSTALLATION
- TREE TRIMMING
- TRACTOR SERVICE
- BUSH HOGGING
- FERTILIZATION

Thank you for your time and consideration. If there is any additional information we can provide do not hesitate to call us. We are looking forward to a long successful relationship in obtaining and maintaining a landscape we can both be proud of.

Thank you from all of us at Blade Runners Commercial Landscaping, Inc.



## LANDSCAPE SPECIFICATIONS

### SERVICING

Blade Runners Commercial Landscaping, Inc. will allot equipment, materials and manpower to perform QUALITY landscape maintenance as the conditions of the property indicates. All employees are in uniform during working hours as to project a professional appearance while performing grounds maintenance services on your property. Blade Runners Commercial Landscaping, Inc. is an equal opportunity employer and a drug-free workplace.

Services will be performed during a total of forty-two (42) visits per year. The work proposed includes all areas that have been landscaped. Natural areas are not included unless specified under additional services.

### MOWING:

- Mowing will be conducted on a seven to fourteen day frequency depending on growing conditions, at least forty-two (42) cuts for St. Augustine turf.
- The turf will be cut at the height of 3" to 4" to ensure property growth and to present a professional appearance.
- Retention ponds and lake banks will be mowed to where the surface meets the water. Areas under water or too wet to mow will be addressed when the ground dries out thirty-six (36) times per year.

### EDGING:

- Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in conjunction with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger.
- Landscape beds, sidewalks and curbs will be edged in conjunction with the mowing operation.

*Note: Edging of beds that contain rock instead of mulch will be substituted with chemical to control excess growth.*

### PLANT BED AND SHRUB MAINTENANCE:

- Hedges, shrubs, shade trees and woody ornamentals plantings twelve (12) feet in height or less will be trimmed at times to maintain a well-shaped appearance. Hedges, shrubs, shade trees, and woody ornamentals in excess of twelve (12) feet are not considered part of routine maintenance and will be billed at an extra cost, as agreed upon prior to the work commencing.
- Sidewalks, passage ways, driveways and parking areas will be kept free of overhanging limbs as necessary.
- Cutback or reduction in height of plant for purposes of painting, building clearance, or size reduction and etc... Is not included in this scope of work and will be performed after authorization.



- Shaping and or shearing the canopies of small trees are not part of the scope of this contract.

Detailing of planted areas will be performed in a sectional method with the frequency of rotation being set to completely detail the entire property once every four (4) week(s). The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers as well as the defining of bed lines, tree saucers, and the removal of unwanted vegetation.

*NOTE: Blade Runners Commercial Landscaping, Inc. cannot be responsible for groundcover beds that are infested with weeds. The roots of the weeds intertwine with the ground cover roots making control impossible. Blade Runners Commercial Landscaping, Inc. will provide a separate proposal for the removal of weed infested groundcover beds and replacement after the soil has been replaced or treated.*

**PAVED AREAS:**

- Blowing will be utilized to clear debris generated from the performance of landscape services.
- Undesired growth between expansion joints, cracks and paved areas will be removed.
- Sidewalks, curbs and over paved surfaces adjacent to turf and/or other landscaped elements will be kept clean of unwanted landscape debris by the use of forced air machinery.
- Clean up and removal of storm damage debris, fallen trees, tree limbs, and or other excessive debris from trees is not covered under this agreement but will be priced separately of it should become necessary.

**IRRIGATION SERVICE AND INSPECTIONS:**

- Will be performed twelve (12) times per contract year.
- Each inspection will include activating each zone and visually verifying and reporting any damaged heads or those requiring repair. Any heads not functioning properly will be cleaned or adjusted. Broken heads, pipes and valves will be flagged.
- Additional repairs will be proposed at a rate of \$35.00 per hour for the Master Technician and \$20.00 for the Assistant Technician plus the cost of materials.
- Monthly reports will be submitted for review upon completion. *Please note however, any damages that appeared to be caused by our company will be repaired at no extra cost.*

- **FREQUENCY OF SERVICE**

It is hereby agreed that the Contractor will perform the following services on a monthly basis. This service should be listed on the performance calendar and be performed during the same week each month.

- **SERVICE SPECIFICATIONS**

1. Activate each zone of the system on a monthly basis.
2. Visually check for and report any damaged heads or ones needing repair.
3. Clean or adjust any heads not functioning properly.
4. Report any valve or valve box that may be damaged in any way.
5. Leave areas in which repair or adjustments are made free of debris.
6. Adjust controller to the watering needs as dictated by water and county conditions.



- **QUALIFYING STATEMENTS**

1. Repairs that become necessary, that are over and above our routine maintenance contract will be done on a time and material basis.
2. Services calls required between scheduled visits will be billed on a time and material basis.
3. Contractor will not be held responsible for any accident that could arise from the overspray of water on hard surfaces.
4. Damage to the sprinklers resulting from our crews working on the property (e.g. mower and edger cuts) will be repaired at no charge. We will not be responsible for damage caused by sprinkler systems that malfunction or get broken.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Blade Runners Commercial Landscaping, Inc. irrigation technicians are trained in the maintenance and repair of Netafim irrigation line. Due to low visibility, product design and possible root intrusion, we do not warranty plant material covered by this product.

#### **AUTHORIZATION FOR REPAIRS**

Request for authorization repairs should be submitted to the Owner's Representative for approval on all repairs in excess of \$450.00. Repairs less than \$450.00 will be made at the time of the inspection and billed at our standard customary time and material rates. A description of the problem, its location and the estimate cost will be included.

#### **DEBRIS/LEAF REMOVAL:**

- All landscaped areas shall be inspected on days of service and litter shall be removed. Landscape Debris generated from our work shall be cleaned from paved areas on days of service. This excludes leaf fall pickup from parking areas, sidewalks, etc. Debris will only be cleaned up in the areas where landscape maintenance was performed (clippings and related landscape debris.)

#### **SMALL LANDSCAPE TREE CARE:**

- Trimming of trees will be performed as needed to maintain a lateral line of canopy to allow pedestrians and vehicular traffic. The height to trim will not exceed twelve (12) feet.
- Oleanders up to twelve (12) feet in height will be maintained in the condition as they are at the beginning of the contract period. Cutting back to reduce to overall height is not within the scope of work and would be addressed as additional billing.
- The maximum height of cut is twelve (12) feet for walkways and twelve (12) feet for vehicle traffic. The maximum limb size for removal is 1 ½ inches diameter. Any tree work beyond these specifications would be covered under "arbor services".
- All Crepe Myrtles will be pruned one (1) time per year during the dormant season. They will not be hard pruned. Small spindly stems at the base of the trunk will be removed as well as last season's seed pods. No pruning cuts greater than 1" in diameter will be performed. Pruning cuts will only be for the purpose of improving shape and form



## **MULCH:**

- The installation of (type) mulch, including labor and materials will be provided, not to exceed \_\_\_\_\_ (00) cubic yards \_\_\_\_\_ (0) time(s) per year.

## **SEASONAL ANNUALS:**

- **FREQUENCY OF ROTATION**

it is agreed that a total of eight hundred (400) annuals will be changed four (4) times per year. Contractor recognizes that bedding plants are intended to highlight and beautify high profile areas and should be selected for color, profusion and display. All annuals to be installed will be 4" pots unless otherwise specified. The approximate rotation months will be November, February, May and August

- **INSTALLATION SPECIFICATIONS**

1. All beds will be cleaned and hand or machine cultivated prior to the installation of the new plants.
2. A granular time-release fertilizer and a granular systematic fungicide will be added to the bedding soil at the time of installation.
3. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
4. Should the annual beds require additional soil; a proposal will be presented prior to installation.

## **HORTICULTURAL SERVICES:**

- Blade Runners Commercial Landscaping, Inc. will provide six (6) dedicated Horticultural visits to determine and treat:
  1. Turf health and vigor,
  2. Turf damaging insects.
- We will provide a spraying program to minimize infestations of weeds and insects in all St. Augustine turf.
- Insect control is limited to shrub and turf damaging insects only. Insect control does not cover pests such as; termites, fleas, rats, carpenter ants, etc.

## **INTEGRATED PEST MANAGEMENT:**

- St. Augustine turf shall be fertilized to maintain green healthy appearance. Rate shall be one (1) pound of nitrogen per 1,000 S.F. The fertilizer applications shall contain at least 50% of the nitrogen-derived from S.C.U., or I.B.D.U. Fertilizer will contain a minor element package formulated for St. Augustine turf, Fertilizers to be applied as needed to maintain green and healthy appearance.
- Herbicides are to be applied to St. Augustine turf as needed to maintain turf in a healthy condition. Turf shall receive at least two applications of pre-emergent and broadleaf weed control per year. Spot treatments shall be provided throughout the year for necessary weed control.
- A treatment program will be provided to control turf diseases and pest. A spot treatment for chinch bugs will be applied to infected area of St. Augustine turf. Spot treatment shall be provided as needed to control localized infestations. All other turf pest will be treated on an as needed basis.
- All small trees, shrubs and ground covers shall receive four (4) fertilizations per year.





- All palms excluding Sabal Palms will be fertilized two (2) times per year with fertilizer blended for palms. Once a year Queen Palms shall be provided with a supplemental application of Granular Manganese Sulfate.
- Palms, small trees, shrubs and ground cover shall be treated as necessary to prevent or treat micronutrient deficiencies.
- Sago palms will be treated twice per year with a specialty fertilizer high in Magnesium, Iron and Manganese.
- A treatment program will be provided to control insects and diseases on trees, shrubs and ground covers on an as needed basis.

**FERTILIZATION/PEST CONTROL:**

- A completed lawn fertilizer and pest control program is included as indicated on the attached Fee Summary.
- This turf program includes four (4) applications per year for fertilization/micro-nutrients and insect control for surface feeding insects including fire ants.
- Each application will include a pre or post-emergent herbicide for broadleaf weeds. Turf diseases will be treated as needed.
- The shrub program also includes four (4) applications per year with granular fertilizer applications performed in the spring and fall
- All woody ornamental shrubs and trees below eight feet (8') will be treated for insect and disease.

*NOTE: Contractor shall not be responsible to warranty any turf replacement for damages caused from any weed variety that is considered invasive (i.e. Crabgrass, Alexandergrass, Torpadograss, wild and common Bermuda varieties, Sedge Grass, Wedelia, Creeping Beggarweed). Contractor shall not be responsible to warranty any palm, tree or shrub replacement for damages caused from any diseases or insects that is considered uncontrollable or not responsibly controlled (i.e. Root Rot, Phytophthora, Vercillium Wilt, Asian Cycad Scale, Nematodes, Bores, Weevils, and Locusts).*

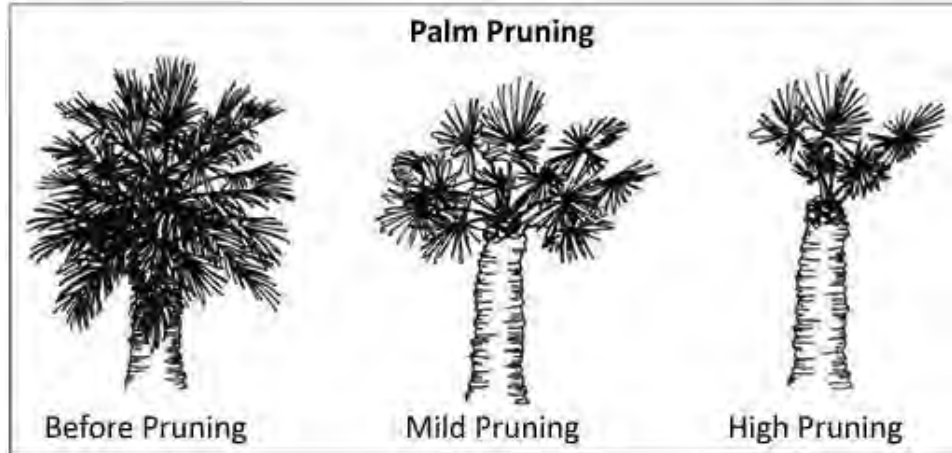
**WEED CONTROL:**

- Weed control will require spot treatment in St. Augustine lawns and beds.
- Weed germinating in paved areas covered by these specifications will be chemically controlled.
- Turf areas which have already been taken over with weeds to the point where re-establishing turf is beyond practicality are not covered under these specifications.



### ARBOR SERVICES:

- All palms up to 12 feet in height will be trimmed of excess fronds and cleaned of unwanted seedpods and debris one (1) time per year.



### ADDITIONAL SERVICES AVAILABLE

For the following additional services a written proposal will be submitted for approval. Upon written authorization these charges will be billed separately and are due upon receipt.

- Cut back of existing plant material to reduce overall size or to provide access to the buildings for painters, etc.
- A complete landscape service is available to include plant and sod replacement as well as new landscaping of added areas upon separate negotiation.
- Tree care that is not included in the scope of work will be addressed as additional work and performed by the Arbor Division after authorization.
- Additional mowing beyond the number of frequencies specified in the proposal will be performed after authorization for additional billing.
- Clearing or maintenance of natural areas.



## LANDSCAPE MAINTENANCE CONTRACT

This agreement is made by and between, **Villa Sol CDD** hereinafter referred to as "Client" and Blade Runners Commercial Landscaping, Inc. hereinafter referred to as contractor.

This Landscape Maintenance Agreement is for services to be provided by the Contractor for the Client at the following described property: **Villa Sol CDD**

Contractor will provide all labor, supervision, and equipment necessary to carry out all work agreed by the parties.

The initial term of this agreement is for (12) twelve consecutive months starting on **12-01-2020** and terminating on **11-30-2021**. This contract will automatically renew for an additional twelve months unless a (60) Sixty day notification of non-renewal is given to the contractor by the client prior to the initial termination date.

The amount paid to be paid under this contract is **\$64,800.00** annually. This amount will be billed and payable monthly at a rate of **\$5,400.00**. The annual and monthly cost includes the landscape maintenance, monthly irrigation checks, pest control and fertilization as specified in scope of work attached hereto. All services agreed upon by the contractor and the Client will be billed one month in advance and thereafter will be billed on the first (1st) day of each month. All monthly installments are due on the first (1st) day of each month of service and are past due on the fifteenth (15th) day of the month of service. Past due installments shall incur a service charge of 1.5% of the billed monthly amount per month. All payments under this contract will be mailed by the Client to the Contractor at: **3851 Center Loop, Orlando, FL 32808**

### EXTRA SERVICE REQUESTS

Any extra services can be requested and will be billed accordingly. A proposal for services will be submitted and will require approval prior to the initiation of such projects. This would include but is not limited to, pruning shrubs away from building for construction or painting, pest control treatments beyond the scope of contract, transplanting plant materials, irrigation inspections, storm clean-up, removal of leaves, etc.

### SPECIFIC EXCLUSIONS

Blade Runners Commercial Landscaping, Inc. is not responsible for hazardous conditions or any damage done by third parties, owner neglect, acts of nature (i.e., inclement weather, fire, freezes, etc.), areas that are not continually wet or are underwater for extended periods of time, theft, civil or military authority, falling tree limbs/fronds, burrowing animals, hazardous grade conditions, vandalism etc. affecting the property defined in this agreement.

Every attempt will be made to ensure sprinkler heads are positioned so water does not spray directly onto buildings or parking areas. Blade Runners Commercial Landscaping, Inc. will not be responsible for any incidences which could arise from the overspray of water or landscape damage caused by



mandatory water restrictions. Blade Runners will not be responsible for grade levels around irrigation systems, parts or damage of any kind, caused by sprinkler systems.

Blade Runners will not be responsible for wires, cables, pipes, or anything else that may be either underground, entwined within the root system, hung on or through plants being worked on, or otherwise in conflict with the completion of services. The property owner agrees to ensure that all such items are marked or removed prior to the start of job.

Blade Runners will not be responsible for damage caused by drought, diseases or insects in the absence of an agreement to provide complete irrigation and/or horticultural services within the scope of services defined herein.

### **NON-SOLICITATION OF EMPLOYEES**

During the term of this Agreement and for five (5) years after any termination of this Agreement, Client will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavor to cause or attempt to cause any employee of the Contractor or its Affiliates to leave the employment of the Contractor or use the employees outside of the scope of services of the contract between the parties (side work).

It is agreed by the parties that the actual damages which might be sustained by Contractor by reason of the breach of the Client of his promise of non-competition and non-solicitation are uncertain and would be difficult to ascertain and it is further agreed that the sum of Five Thousand and No/100 Dollars (\$5,000.00) or the 10% of the total contract price, the one that's greater, would be reasonable and just compensation for such a breach.

### **INSURANCE**

The Contractor will carry complete and adequate Workman's Compensation Insurance for each employee along with liability and property damage insurance at all times. The Contractor will supply Client with a current Certificate of Insurance.

The Contractor shall comply with all applicable provisions of the Equal Opportunity Act, the Americans with Disabilities Act and other applicable laws and orders.

The Contractor will maintain at all times the necessary licenses and/or permits required to perform the said work in the County of Orange, State of Florida.

The Contractor agrees to reimburse the Client for damages to personal and/or real property the contractor damages due to negligence.

All work shall be performed professionally in accordance with generally accepted horticultural principles. All tree cuts shall be made in accordance with accepted arboricultural standards. All services will be performed by employees of the Contractor, or by a sub-contractor for the pest and fertilization specifications and/or for the irrigation repairs as needed. The Contractor certifies that any sub-contractors used will carry the same requirements for insurance and licensing as required herein for the Contractor.



## **GOVERNING LAW**

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of State of Florida. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Orange County, State of Florida. In the event that litigation results from or arises out of this Agreement of the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. Delinquent amounts are subject to interest at the rate of 18% per annum.

This is the only agreement between the parties with respect to the project (job) referenced herein. All other previous agreements, orally or in writing, are hereby revoked. Any additions or deletions to this contract or any modifications to the scope of service to be rendered by the Contractor will only be binding if reduced to writing and signed by both parties. Work classified as "extras" will be separately authorized in writing by the Client and will have no effect on the terms and conditions of this contract.





**CONTRACT CANCELLATION**

During any active term either party may cancel this contract by providing to the other a "Written Notice of Cancellation", delivered by Certified Mail. Notices received shall cause an effective final date of not less than sixty (60) days after date of receipt. If the client desires to cancel this contract it will be for specific reasons related to the contractual scope of work and an itemization of deficiencies shall accompany the written notice of cancellation. The Contractor shall have a maximum of sixty (60) days to correct such itemized deficiencies. If the corrections are completed within thirty days the written notice of cancellation shall be canceled and withdrawn, with the terms and stipulations of this contract continuing without interruption. For the purposes of this provision all notices will be sent to the addresses shown at the bottom of this contract.

Upon the cancellation or termination of this contract by either party for any reason, the Contractor will be entitled to audit the contract and produce a final adjusted bill representing payment for services and/or materials actually delivered through the date of cancellation, less all contractual payments received through that date. Payment of the final adjusted bill will be due and payable upon receipt of the client.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Blade Runners Commercial Landscaping, Inc.**

**Villa Sol CDD  
(Authorized Representative)**

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Name (print) \_\_\_\_\_ Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

Blade Runners Commercial Landscaping, Inc.  
3851 Center Loop  
Orlando, FL 32808  
407-306-0600 (P)  
[sales@bladerunnersorlando.com](mailto:sales@bladerunnersorlando.com)  
[www.bladerunnersorlando.com](http://www.bladerunnersorlando.com)





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# CAPITAL LAND MANAGEMENT

GROWING YOUR LIVING ASSETS

In PARTNERSHIP with  
VILLASOL CDD

[WWW.CAPITALLAND.NET](http://WWW.CAPITALLAND.NET)



# about

## CAPITAL LAND MANAGEMENT?



**STEVE BRUCE, CEO, CFO** Co-Founder and Visionary of Capital Land Management, Steve holds a degree in Finance from East Carolina University. Active in serving the green industry, Steve is Past-President of the Florida Nursery Growers & Landscape Association - Tampa Chapter and has been featured in "In the Field" magazine. He is a Florida Certified Landscape Contractor and Florida Certified Arborist. Prior to starting CLM, Steve was the Florida Region Manager for a Southeast Regional Landscape Maintenance Firm.



**JARRETT MYERS, COO**, Co-Founder and Visionary of Capital Land Management. Jarrett holds an A.S. in CAD as well as many green industry certifications. As CEO, Jarrett provides the leadership and system integration to allow Capital Land Management to grow while ensuring our service is not compromised. "My goal is to continually challenge my team to not only meet, but exceed expectations.



**JOSH BURTON, CRO** is a veteran green industry leader specializing in large contract management projects. He has a Bachelor of Science in Horticulture Production from Florida Southern College. Josh was a successful landscape business owner for 7 years before merging with capital land management.



**P.J. PINEY, VP**, Director of Business Development, has an A.S. in Turf and Landscape Management and is a Certified pest control operator in the State of Florida. P.J. was a successful landscape account manager and pest control business owner before merging with Capital Land Management.





# *why should you choose* **CAPITAL LAND MANAGEMENT?**



Capital Land Management continues to grow rapidly as a leader in landscape maintenance in Central Florida. We serve Polk, Hillsborough, Pasco, Orange, and Osceola Counties.

Capital Land Management is owned and staffed by experienced, highly accredited veterans in the field of landscape maintenance. We managed large-scale multi-million dollar landscape operations in the state. Our extensive experience in large-scale landscape maintenance operations gives us an industry insider's perspective as to how local landscape maintenance companies

## **DEDICATED TO SERVING YOU**

We are the fastest growing landscape maintenance company in Central Florida, offering both developers and property managers a better, more professional and complete service at a lower cost.

work and how the entire service can be greatly improved at no increase cost to the consumer - homeowners and property managers.

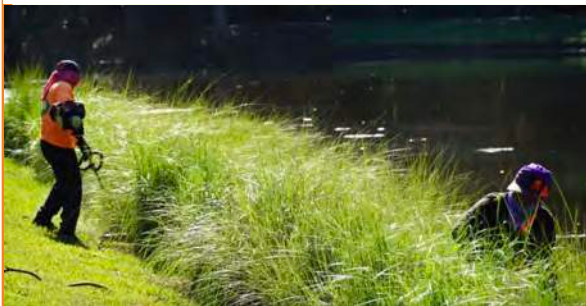
Email or call us, we'll be happy to do a thorough evaluation of your property and provide you with a FREE on-site consultation.







# MAINTENANCE



**CAPITAL LAND MANAGEMENT** is Florida's premier commercial lawn care and landscape management company. We fully understand the importance of making a good 'first impression'. In today's competitive marketplace, the choice of whom to do business with is often based on your first impression. CLM takes pride in our lawn care and landscape management services and will strive to leave a positive impression every time we are on your property.



**OUR TEAM OF PROFESSIONALS** are dedicated to providing you with the highest commercial lawn care and landscape management services at a competitive price. With more than 40 years of experience, we pride ourselves on continuously striving to identify and provide the extra detail in every service, thus guaranteeing your continued satisfaction. Our knowledgeable team understands that in today's real estate market, enhancing property values is dependent upon how well they are maintained. CLM can help your property achieve design integrity and asset appreciation.



**OUR COMMITMENT** is to provide you the best in lawn care and landscape management services throughout the central Florida area. Our customized service contracts will keep your property perfectly manicured and cultivated, and provide you with hassle-free, professional grounds and lawn care services. We will work closely with you to ensure that we are growing your living assets.





# IRRIGATION



Capital Land Management also services, repairs and installs residential and commercial Irrigation Systems.

We're highly experienced and we comply with all local city and county government and Southwest Florida Water Management District (Swiftmud) regulations and restrictions. This includes the installation of water savers, such as rain sensors and, soil moisture detection, and low volume irrigation.

We're one of the few professional Landscape Maintenance companies in Central Florida who is also properly licensed to service Irrigation Systems. This means we can save you money, because our landscape maintenance programs include servicing and inspecting your Irrigation System.

## **OUR ONCE-A-MONTH IRRIGATION CHECK-UPS INCLUDE:**

- Check timer program settings and reset as needed.
- Program your timer for new sod/landscaping needs and time changes.
- Test each zone for proper coverage.
- Clean and adjust sprinkler heads as well as inspect heads and nozzles for damage.
- Straighten heads as necessary.
- Check all control valves.
- Survey property for any leaks.
- Inspect pump station/water supply functions.
- Inspect all other mechanical systems for defects.
- Keep customer informed about innovative water saving technology.

If necessary, we can improve and upgrade your existing Irrigation System with the newest, most advanced technologies available. Plus, we also do design and installations.





# LANDSCAPE ENHANCEMENT *and Design*



We can install any size landscape design project. From small residential landscape and irrigation needs to larger, more intricate and extensive landscapes, we do it all at an affordable price.

Our experienced landscape design team can design a more beautiful and sustainable landscape that requires less water and ongoing care. We design and install original landscapes and irrigation systems. Plus, we also do redesigns, upgrades and beautifications to existing landscapes.

Capital Land Management produces gorgeous landscapes that are well planned, lush and colorful. We use the right plants in the right places, taking in account precise soil pH, moisture and sun/shade temperature conditions. Plus, we help homeowners and property managers avoid costly mistakes beforehand. Best of all, our Landscape Design services cost substantially LESS MONEY than others in the business.



## 9 PRINCIPLES OF FLORIDA-FRIENDLY LANDSCAPING

- Right Plant, Right Place
- Water Efficiently
- Fertilize as Needed
- Maximize Mulch
- Attract Wildlife
- Control Pests Responsibly
- Recycle
- Reduce Storm Water Runoff
- Protect the Waterfront



At Capital Land Management, we adhere to the above 9 principles when designing your landscape.





# FERTILIZER & PEST MANAGEMENT



## LAWN TREATMENT PROGRAM

Capital Land Management offers a Lawn Treatment Program designed to build a stronger, healthier lawn that is able to withstand the harsh elements our Florida weather brings. We design each application according to the time of year and the current conditions of your lawn.

Our basic Lawn Treatment Program includes six treatments per year. This includes:

- Fertilizer with iron and other micro-nutrients
- Turf Damaging Insect Control
- Broadleaf Weed Control

*Capital Land Management also offers extensive knowledge managing Zoysia & Bermuda exposure!*

If you ever have concerns about your lawn in between regularly scheduled treatments, we respond promptly and re-treat your lawn if necessary. We'll also make further recommendations to help you achieve the desired results.

Occasionally, your lawn may require additional applications that are not part of our basic program. We can provide additional assessments and estimates based on your lawn's needs. These problem areas include the following:

- Fungus
- Fire Ants
- Fleas & Ticks
- Sedge Grass
- pH Correction
- Round-up\* Applications

## TREE/PLANT/FLOWER CARE PROGRAM

Capital Land Management also offers a proven Plant Care Program designed to protect your living assets and enhance the appearance of your landscaping year-round. It includes between two to four treatments per year.

Our plant care treatments combine the use of slow release and quick-feed fertilizers specifically intended for shrubs and small trees. We also treat for insects and diseases that can harm your plants by using the latest systematic control products. Our treatments are designed only for plants and trees that actually need additional fertilization to survive.

At Capital Land Management, we don't believe in using one fertilizer for all plants. We use the proper fertilizers for the right plant. Knowing your plants is the first step. Certain plants need acidic type fertilizers, while others either need a slow release or fast release fertilizer with the proper micro-nutrients. Palms, in particular, require a big micro-nutrient package that differs from other plants.

Capital Land Management is also certified by Arborjet to treat trees and palms from insects, disease, and nutrient deficiency.

If you ever have concerns between your regularly scheduled treatments, we respond promptly and re-treat your shrubs and other plants if necessary.





## REFERENCES

**Community:** Celebration CDD - Celebration, FL  
**Contract Amount:** \$987,000  
**Point of Contact:** Russell Simmons, Inframark  
**Email:** Russ.Simmons@inframark.com



Since 2019 we have provided full service landscape maintenance to the common area roadways, amenity areas, and downtown village located within Celebration CDD. Our professional staff of 15 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 1500 acre community. In addition, to maintaining over 20 miles of trails, we also design and install all requested landscape renovations, change-out over 8,800 annuals and install 18,000 bales of pine straw annually.

**Community:** Connerton West CDD - Land O'Lakes, FL  
**Contract Amount:** \$320,000  
**Point of Contact:** John Toborg, Rizzetta & Co.  
**Email:** jtoborg@rizzetta.com



Since 2018 we have provided full service landscape maintenance to the common area roadways, amenity areas located within Connerton West CDD. Our professional staff of 4 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 700 acre community. In addition, we also design and install all requested landscape renovations, change-out over 20,000 annuals and install 2000 yards mulch annually.

**Community:** Fishhawk CDD I, II, III - Lithia, FL  
**Contract Amount:** \$863,400  
**Point of Contact:** John Toborg, Rizzetta & Co.  
**Email:** jtoborg@rizzetta.com



Since 2017 we have provided full service landscape maintenance to the common area roadways, amenity areas, schools, and individual HOA's located within the Fishhawk CDD I, II, III. Our professional staff of 15 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 400 acre community. In addition to maintaining over 30 miles of trails, we also design and install all requested landscape renovations, change-out over 12,000 annuals and install over 1200 yards of mulch per year.



# CAPITAL Land Management

Design-Build  
Maintenance  
Agronomics  
Irrigation

Dade City

Lakeland

Orlando

Tampa

**Community:** Grasslands HOA - Lakeland, FL  
**Contract Amount:** \$520,000  
**Point of Contact:** Diana Albritton, Extreme Management  
**Email:** [diana@hoamt.com](mailto:diana@hoamt.com)



Since 2013 we have managed Grasslands HOA which includes over one mile of Central Boulevard leading to six individual subdivisions comprising over 275 estate homes. Our site based team of 8 landscape professionals report daily to Grasslands and manage all mowing, turf and ornamental fertilization and pest control, as well as detail to all homes and common areas.

**Community:** Harbor Bay CDD  
**Contract Amount:** \$447,300  
**Point of Contact:** Doug Ivester  
**Email:** [divester@bestpropertyservices.com](mailto:divester@bestpropertyservices.com)



Since 2019 we have provided full service landscape maintenance to the common area roadways, amenity areas. Our Professional staff of 9 report on a daily basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 500 acre community. In addition we also design and install all requested landscape renovations, change out over 4,000 annuals annually and install mulch upon request.

**Community:** Harbour Isles CDD - Riverview, FL  
**Contract Amount:** \$101,000  
**Point of Contact:** John Toborg, Rizzetta & Co.  
**Email:** [jtoborg@rizzetta.com](mailto:jtoborg@rizzetta.com)



Since 2018 we have provided full service landscape maintenance to the common area roadways, amenity areas located within Harbour Isles CDD. Our professional staff of 5 report on a weekly basis performing all mowing, pruning, turf and ornamental fertilization and pest control, irrigation inspection and repairs within this 300 acre community. In addition, we also design and install all requested landscape renovations, change-out annuals on a quarterly basis and install mulch annually.



# CAPITAL Land Management

Design-Build  
Maintenance  
Agronomics  
Irrigation

Dade City

Lakeland

Orlando

Tampa

**Community:** High Vista at Ridgewood Lakes - Davenport, FL  
**Contract Amount:** \$271,000  
**Point of Contact:** Dennis Wyrobeck, Board President  
**Email:** wyroeck1@gmail.com



Since 2017 we have provided full service landscape maintenance to the amenity areas and mowing services to the 623 resident owners of High Vista. In addition to weekly mowing services that are accomplished in a period of 2 days, we provide daily porter services to the amenity areas Sunday thru Saturday.

**Community:** Park Square Homes - Orange & Osceola Counties, FL  
**Contract Amount:** \$1,200,000  
**Point of Contact:** Roy Hughes  
**Email:** rhughes@parksquarehomes.com



Since 2015 we have provided full service landscape maintenance of both resort style maintenance-free homeowner associations and traditional homeowner associations located in south Orlando. Each resort community boast over 200 homes and are actively being developed by Park Square Homes. Resort communities include Bella Vida, Sonoma, Veranda Palms, and Watersong Resort. Within the traditional homeowner associations we maintain the community's common areas and amenity centers.

**Community:** Taylor Morrison Homes - Hillsborough & Pasco Counties, FL  
**Contract Amount:** \$600,000  
**Point of Contact:** Kiera Calhoun, Taylor Morrison  
**Email:** kcalhoun@taylormorrison.com



Since 2016 we have provided full service landscape maintenance to 10 homeowner's associations that are actively being developed in the Tampa region. In some of the communities we maintain only common areas, however, the communities that are sold as maintenance-free, we maintain both commons and individual homes.

EXHIBIT B

Scope of Services

1. Project Scope
  - 1.1. General Overview
  - 1.2. CDD Development & HOA
  
2. General Contractor Requirements and Procedures
  - 2.1. Operation Procedures
  - 2.2. Key Personnel
  - 2.3. Personnel Dress Code
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## 1. PROJECT SCOPE

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

### 1.1 General Overview

VillaSol, located in the City of Kissimmee, Simpson Road, it is a planned residential community.

### 1.2 Community Development District (CDD)

The District is a local unit of special purpose government which was established pursuant an ordinance enacted, ordered and approved by the City of Kissimmee.

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

## 2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

### 2.1 Operation Procedures

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

### 2.2 Key Personnel

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

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



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

**2.3 Personnel Dress Code**

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

**2.4 Personnel Conduct**

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

**2.5 Safety Program**

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

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

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

**2.6 Facility Location**

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

**2.7 Subcontractors**

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

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

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

## **2.8 Consultants**

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

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

## **2.9 Document Control and Data Maintenance**

### **2.9.1 Document Control**

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

### **2.9.2 Data Maintenance**

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

### **2.9.3 Data Dispersal**

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

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred

- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

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

#### **2.10 Verification of Data**

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

#### **2.11 Ownership of Data**

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

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

#### **2.12 Quality Control**

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

If requested by the Owner, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Owner, during these site visits. A monthly Maintenance Report shall be generated by the Contractor and submitted to the Owner outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Owner with a weekly updated maintenance log addressing all activities occurring in that week.

### 3. COORDINATION

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

#### 3.1 General Coordination

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

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

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

- CDD District Manager
- CDD District Engineer
- Osceola County and its various departments
- Florida Department of Transportation
- Adjacent property Owners, as directed by the Owner
- City of Kissimmee

#### 3.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (beeper or cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Owner.

#### 4. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of VillaSol, specifically the areas of maintenance. The attachment map includes plans identifying the general limits of maintenance by neighborhood. All landscaping, hardscape, structures (fences, entry features, benches, trash cans, etc.) within the CDD areas shall be maintained by this contractor in accordance with the following requirements:

##### 4.1 Turf Care

###### 4.1.1 Mowing

- a. All lawns, located in developed areas, including St. Augustine and Bahia, shall be mowed once per week from April through September, three (3) times per month in March and October and once every other week from November through February. Mowing shall be performed at a minimum frequency of forty (40) times a year.
- b. St. Augustine and Bahia turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

###### 4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.



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

#### 4.1.3 Trimming

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

#### 4.1.4 Weed and Disease Control

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

#### 4.1.5 Fertilization

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

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

#### 4.1.6 Pest Control

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

#### 4.1.7 PH Adjustment

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

### 4.2 Shrubs/Ground Cover Care

#### 4.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice-to-proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub

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

- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February - April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned monthly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned monthly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- l. A schedule for pruning shall be submitted within 30 calendar days of the notice-to-proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

#### 4.2.2 VillaSol CDD annual amount is 800 total.

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

- a) Distance away from curbs, turf lines, etc. annuals 10"
- b) On center (o.c.) spacings, annuals 10"

#### 4.2.3 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Owner, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. An appropriate combination of "pre" and "post" emergent is strongly

recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. It shall be weeded once (1) per month in conjunction with its detailing schedule. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.

- b. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.2.4 Fertilization

- a. A custom blend fertilizer shall be applied at least three (3) times per year (February, May, and October). Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 12 pounds of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall have the following:
  - 1. Forty- percent nitrogen derived from ammonium sulfate; 60% from controlled release.
  - 2. A ratio of nitrogen to potassium at 1 to 1.
  - 3. Two percent iron - minimum.
  - 4. Two percent magnesium - minimum.
  - 5. One percent magnesia - minimum.
  - 6. Three percent phosphorous - minimum.
  - 7. Include elements of calcium, boron, copper, zinc, and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.



- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All state and federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

#### 4.2.5 Pest and Disease Control

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

#### 4.2.6 Mulching

All mulched beds shall be turned over for a fresh appearance during every other required bed detailing sequence. Premium grade pine bark mulch shall be installed once a year in November at a depth of 1 ½" to 2". Mulch in excess of 2" shall be removed from the planting areas.

#### 4.2.7 PH Adjustment

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

### 4.3 Tree Care

#### 4.3.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, once in February and again in August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Remove all sucker growth from base of trees on a regular basis. Remove any limbs, which in the Owner's opinion, poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Owner, for the following items:
  - Oaks - Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
  - Crape Myrtle - Crape Myrtles shall be tipped in January, but only by approximately 2' - 3'. Severe topping shall be considered out of character.
  - Wax Myrtle - Wax Myrtles shall be tipped mildly in January, cleaned at the base to 2' clear trunk and dead wood removed.
  - Holly - Burford Hollies shall be kept full headed, and pruned only to bring clear trunk level to 2' above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Severe shearing into "pyramids or lollipops" shall be avoided.
  - Ligustrum - Hand clipped for natural form. Severe shearing into globes shall be avoided, unless directed by the Owner.
  - Magnolias - Prune only sucker growth and to maintain an attractive, clear trunk appearance.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat

- appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February - April).
  - e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
  - f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
  - g. Selective pruning and shaping shall be performed as needed to expose landscape lights.

#### **4.4 Irrigation System**

##### **4.4.1 General Requirements**

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed monthly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 1:00 p.m. and 9:00 a.m. Any extension from this schedule shall be approved by the Owner.
- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

##### **4.4.2 Monitoring/Adjustments**

- a. The Contractor shall inspect the entire operation of the system no less than once every month. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following daily reports:



- Activate each zone of the existing system.
  - Visually check for and replace any damaged heads or ones needing repair.
  - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner.
- c. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.
- d. Test ground rods once a year for conformance to manufacture's specifications and provide a report to the Owner.
- e. Perform periodic operation and communication test of the irrigation system.

#### 4.4.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as needed, as per the original construction details.

### 4.5 Litter Removal

#### 4.5.1 Trash Receptacles

- a. All trash receptacles and Doggie Pots throughout the Project site shall be emptied of trash a minimum of three times per week. All trash shall be disposed of off-site. Replacement liners shall be provided by the Contractor.
- b. Contractor shall provide pest control and disinfectant once per month or as directed by the Owner.

#### 4.5.2 Landscape Areas

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

#### 4.5.3 Road Right-of-Way, Ponds, and Parks

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

## 5. UNSCHEDULED MAINTENANCE AND REPAIRS

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

### 5.1 General

The Contractor shall be responsible for all repairs unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner shall include copies of invoices from others providing work or materials on the repair.

### 5.2 Damaged Facilities

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

#### 5.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Aboveground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Owner.



- d. Any damage on property due to wash outs created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 5.1.

### **5.3 Emergency Repairs**

- 5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.
- 5.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner.

### **5.4 Unscheduled Maintenance**

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

- Raise the height of irrigation heads.
- Provide clean up and touch-up finishes (paint, stucco, etc.), as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide mowing of undeveloped areas.
- Provide selective weeding and pruning for existing wooded areas.
- Light bulbs in sign lights.

## **6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM**

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

### **6.1 General**

- 6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.
- 6.1.2 The program document shall be presented in a three-ring binder using standard 8 ½ x 11 pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11 x 17 pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).
- 6.1.3 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.
- 6.1.4 The Contractor shall prepare draft copies of the document for review and comment by the Owner within thirty (30) calendar days of the notice to proceed with the Services.

### **6.2 Administration**

- 6.2.1 The administrative section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as outlined below.
- 6.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.
- 6.2.3 Policies and procedures related to the Contractor's program for communications with the VillaSol Community relative to general maintenance operations, customer services, and irrigation user issues.
- 6.2.4 Policies and procedures related to the coordination and communications with developers, builders and others who are a part of the continuing development and construction of the VillaSol Community.
- 6.2.5 Personnel policies and procedures related to the Contractor's personnel performing services on the VillaSol site.

### **6.3 Operations**

- 6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.
- 6.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.
- 6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.
- 6.3.4 Policies and procedures related to the Contractor's safety program.

### **6.4 Maintenance**

- 6.4.1 The maintenance section of the program document shall, at a minimum address those functions which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as outlined below.
- 6.4.2 Policies and procedures related to the irrigation system including an equipment guide list identifying each piece of operation equipment, using an appropriate numbering system, with a specific notation as to whether, in the event of an equipment failure, the unit must receive emergency corrective maintenance to maintain normal operation of the system.

The equipment identification shall specify as appropriate, the type of unit, make, model number, voltage, gpm, rpm, size, source for repair and/or spare parts, capacity, procurement source, purpose, and functions.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the Owner's Program Manager. The Contractor shall modify the program as required by the Owner's Program Manager.

## **7. RESPONSE TIME**

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

### **7.1 General**

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

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

- Standard maintenance activity adjustments - varies; as directed by Owner
- Irrigation adjustments - 24 hours
- Standard repairs - one week
- Emergency repairs - three hours
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

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

## **7.2 Emergency Response Program**

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

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

**END OF SCOPE OF SERVICES**

**EXHIBIT C**

**MAP**





**SUMMARY OF GROUNDS MAINTENANCE SERVICE FEES:**

<b>Service</b>	<b>Annual</b>	<b>Monthly</b>
<b>Mowing, Edging, Weeding, &amp; Pruning Program</b>	<b>\$55,092</b>	<b>\$4,591</b>
<b>Turf &amp; Shrub Fertilization &amp; Pest Control Program</b>	<b>\$9,600</b>	<b>\$800.00</b>
<b>Irrigation Inspection Program</b>	<b>\$3,000</b>	<b>\$250.00</b>
<b>Seasonal Color Program – Up to 800 4” annuals changed out 4x per year.</b>	<b>\$6,360</b>	<b>\$530.00</b>
<b>Dog waste stations – changed 3x per week</b>	<b>\$3,000</b>	<b>\$250</b>
<b>Mulch – Up to 165 cubic yards installed</b>	<b>\$8,244</b>	<b>687.00</b>
<b>TOTAL FOR ALL SERVICES</b>	<b>\$85,296</b>	<b>\$7,108</b>



## Terms and Conditions

This Landscape Services Agreement (this "Agreement") is made as of \_\_\_\_\_ between \_\_\_\_\_ ("Client") and **Capital Land Management Corporation** ("Contractor").

The initial term of this Agreement shall be 12 month(s) commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive one-year terms, unless sooner terminated by either party giving written notice at least 30 days prior to the end of the Initial Term, or the then current renewal term. For Services furnished pursuant to this Agreement, Client shall pay Contractor a service fee of \$ \_\_\_\_\_ in year one of this Agreement (the "Service Fee"). The Service Fee payable in each succeeding year shall be subject to an annual adjustment thereafter as agreed upon by both the Client and Contractor. Payment of the applicable year Service Fee shall be made in **twelve [12]** equal monthly installments of \$ \_\_\_\_\_.

1. Contractor agrees to provide all labor, supervision, and equipment necessary to carry out the scope of work outlined above on a routine schedule that is sensitive to the overall function of the property. All work shall be performed professionally in accordance with generally accepted horticultural practices. There shall be no variance from this scope of work unless expressly stated through an addendum.
2. Owner agrees to pay contractor dollars as total compensation for the performance of the terms of this agreement. Payment by check or credit card is accepted. If owner uses a credit card to make payment there will be a 3% surcharge added to the total amount of each invoice. Said compensation shall be paid monthly. Invoices shall be sent to the owner by the 5<sup>th</sup> day of each month and will be due and payable to the Capital Land Management Corporation no later than the 15<sup>th</sup> of the same month. Invoices not paid within terms are subject to a 1.50 % monthly finance charge. If payment is not received by the 30th day after the invoice date, contractor will suspend services until payment is received. Services will resume upon receipt of payment.
3. **Either party may cancel this agreement with thirty (30) days prior written notice mailed to the party at the addresses listed in this Agreement. During this thirty (30) day period, lawn service will continue at the normal rates listed in this Agreement.**
4. Contractor will not be held responsible for pre-existing conditions (examples; chinch bug damage, inadequate tree pruning, etc.), damage caused by others, or weather acts of freeze, drought, excessive rains, severe wind, and hail. Contractor shall assume no responsibility or liability for personal injury or property damage arising out of or resulting, directly or indirectly, from the accumulation of water, falling limbs, leaves or other debris on sidewalks, walkways, curbs and other paved surfaces between scheduled visits by maintenance crews.
5. Customer is aware that weather conditions such as, but not limited to, rain may cause a delay in service. In which case Contractor may not service property on normally scheduled day. It is understood that depending on the length and severity of the rain, it may take Contractor varying amounts of time to fulfill all work covered under this service agreement. Contractor will exercise its best judgment for the services needed, based upon growth of grass and existing conditions at that time.
6. For Customers safety, neither the Contractor, nor any of its employees are to be approached while using any equipment.



- 7. The Contractor will carry General Liability Insurance, including completed operations with a coverage amount of \$1,000,000 per occurrence and carry Worker’s Compensation, statutory limits including Employer’s liability as required by law on his employees and provide proof of same to the Customer. The Contractor is also responsible for obtaining and licenses and/or permits required by law for activities on Customer’s property.

The undersigned parties warrant that they are authorized representatives of their respective companies or residence and have the requisite authority to bind their employer and/or principle.

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name / Title: \_\_\_\_\_

Capital Land Mgmt. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name / Title: \_\_\_\_\_



With increasing interest in our environmental impact on our Florida lands, CLM understands the importance of staying informed and is continually updated by the agencies below to ensure your land and community are in compliance and conserving and preserving Florida's limited natural resources.



*We Know What Grows*



**CAPITAL LAND  
MANAGEMENT**  
GROWING YOUR LIVING ASSETS

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Jarrett Myers • 813.469.8716  
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**6C.v.**

# A Brighter Outlook for your Landscape Services



Villa Sol CDD  
2021 RFP  
Revised Proposal

# Pricing of Maintenance Services

We are committed to fulfilling the specific landscape needs while providing the service you expect.

Price is for one (1) year of service

## Villa Sol CDD—2021

Scope of Work—Common Areas	Frequency	Monthly	Yearly
<b>Landscape Maintenance</b>		\$ 3,100	\$ 37,200
Mowing	42		
Edging	25		
Line Trimming	42		
Blowing, small debris pickup	52		
Groundcover Pruning	12		
Bed Weed Control	12		
Plant Bed Management	12		
Prune all Shrub Material to Manicured Appearance	12		
Keep vegetation from encroaching in walkway areas and trails	52		
Keep vegetation from encroaching in walkway areas and trails	52		
<b>Chemical and Horticultural Maintenance</b>			
Turf Fertilization	4		
Insect and Weed Control Turf & Shrub	As Needed		
Shrub & Groundcover Fertilization	3-4		
<b>Irrigation Maintenance</b>		\$ 349	\$ 4,188
Quarterly Inspection of Sprinkler Controller	4		
Check and adjust all pop-up and shrub sprinklers	12		
Check and adjust all rotor sprinklers	12		
Quarterly irrigation reports	4		

Services		Cost per Month	Price
Color changeout	4	\$ 467	\$ 5,604
Palm Pruning	1	\$235	\$2,820
Mulch	1	\$ 515	\$ 6,180

<b>TOTAL PRICE</b>		<b>\$4,666</b>	<b>\$55,992</b>
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Timing is critical to the health and longevity of your plant material. From trimming to fertilization, we map out our plan in advance to ensure health landscape.

## St Augustine Turf Standard

Trt	Application Dates	Type	Maintenance Description (unit of measure)
1	Feb to Mar	G	Fertilization with Preemergence (Standard)
2	April 15 - May 30	G	Fertilization (Standard)
3	May to June	L	Chinchbug Control
4	Sept 15 - Oct 31	G	Fertilization (Standard)
<b>Alternate Product Options</b>			
5	as needed	G	Maintenance Fertilization
6	as needed	G	Fertilizer with Enhanced Slow Release
7	as needed	G	Fertilizer with Chinchbug Control
8	as needed	G	Startup/Rescue Fertilization
9	as needed	G	Phosphorus Deficient Soils Fertilization
<b>IPM and Misc Applications</b>			
A	As needed	L	Chinchbug Control - Spot Treatment
B	Dec/Jan	L	Winter broadleaf weed control

## Ornamental Program

Trt	Application Dates	Type	Maintenance Description (unit of measure)
1	April/May	G	Fertilization of Ornamental Beds
2	Nov/Dec	G	Fertilization of Ornamental Beds
<b>Alternate Product Options</b>			
4	As needed	G	Fertilization with Preemergence Weed Control
4	As needed	G	Fertilization of High Value Palms
<b>IPM and Misc Applications</b>			
A	As needed	L	Insect and Scale Control