

## Greater Lakes/Sawgrass Bay Community Development District

## Board of Supervisors' Meeting May 17, 2023

District Office: 8529 South Park Circle, Suite 330 Orlando, Florida 32819 407.472.2471

www.glsbcdd.org

Professionals in Community Management

#### GREATER LAKES SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

Clermont Art & Recreation Center 3700 South Highway 27 Clermont, FL 34711

#### www.glsbcdd.org

Board of Supervisors	James Walker James Klinck Marian Fowler Deborah Swansiger	Chairman Vice Chairman Assistant Secretary Assistant Secretary
District Manager	Carol L. Brown	Rizzetta & Company, Inc.
District Counsel	Tina Garcia	Greenspoon Marder Law
District Engineer	Rey Malave	Dewberry Engineering

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

## **GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT**

District Office · Orlando, Florida · (407) 472-2471 Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 www.glsbcdd.org

#### **Board of Supervisors Greater Lakes/Sawgrass Bay Community Development District**

May 10, 2023

#### AGENDA

Dear Board Members:

5.

The regular meeting of the Board of Supervisors of the Greater Lakes/Sawgrass Bay Community Development District will be held on May 17, 2023, at 11:00 a.m. at the Cagan Crossings Community Library, 16729 Cagan Oaks, Clermont, FL 34714.

1. CALL TO ORDER / ROLL CALL	1.	CALL	ТО	ORDER	/ ROLL	CALL
------------------------------	----	------	----	-------	--------	------

2. AUDIENCE COMMENTS

#### 3. BUSINESS ADMINISTRATION

	Α.	Consideration of Minutes of Board of Supervisors' Regular Meeting
		held on March 15, 2023Tab 1
	В.	Ratification of the Operation and Maintenance Expenditures for
		February 2023, March 2023 & April 2023
4.	BUSI	NESS ITEMS
	Α.	Consideration of Landscape Maintenance & Irrigation Services
		Proposal(s)Tab 3
	В.	Consideration of Down to Earth Proposal(s)
		Ratification of Down to Earth Storm Clean Up Proposal
		Consideration of District Funds
	Ε.	Consideration of Acceptance of Dewberry Wall Inspection Results
		Report - (Under Separate Cover)
	F.	Ratification of the Dehlinger Construction, LLC Wall Repair
		Proposal
	G.	Consideration of Wall Repair Proposal(s) – (Under Separate Cover)
		Consideration of Resolution 2023-05; Approving Proposed Fiscal Year
		2023-2024 Budget & Setting Public Hearing
5.	STAF	F REPORTS
	Α.	Landscape Report
		1.) Down to Earth Landscape Monthly Report, dated March 29, 2023
		2.) Down to Earth Landscape & Irrigation Report, dated
		April 25, 2023
	В.	District Counsel

- **C.** District Engineer

#### 7. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270, ext. 4631 or my assistant, Kristi Roxas at ext. 4636.

Yours Kindly, Carol L. Brown **District Manager** 

TAB 1

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure		
	proceedings is made, including the testimony and	
evidence upon which such ap		
GREATER LAKES/SAWG	RASS BAY COMMUNITY DEVELOPMENT DISTRICT	
The <b>regular</b> meeting of the Boar	d of Supervisors of the Greater Lakes/Sawgrass Bay	
	t was held on March 15, 2023, at 11:00 a.m. at the Cagan	
	, 16729 Cagan Oaks, Clermont, FL 34714.	
	,	
Present and constituting a	a quorum were:	
James Walker	Board Supervisor, Chairman	
James Klinck	Board Supervisor, Vice Chairman	
Marian Fowler	Board Supervisor, Assistant Secretary	
Also present were:		
Also present were.		
Carol L. Brown	District Manager, Rizzetta & Co., Inc.	
Richard Hernandez	District Manager, Rizzetta & Co., Inc.	
Tina Garcia	District Counsel, Greenspoon Marder Law (via speaker phone	
Molly Banfield	District Engineer, Dewberry	
Andrew Davis	Down to Earth Landscape, Manager	
Carlos Abonza	Down to Earth Landscape, Account Manager	
Jose Olmeda	Down to Earth Landscape, Irrigation Production	
Antonia Comona	Manager	
Antonio Samano Audience Members	Down to Earth Landscape, Production Manager Present	
Addience Members	Fresent	
FIRST ORDER OF BUSINESS	Call to Order	
Vs. Brown called the meeting to o	order at 11:00 a.m. and conducted roll call.	
SECOND ORDER OF BUSINES	SS Audience Comments on the Agenda	
An audience member commented	d on entrance landscaping and flowers at the entrance.	

THIRD ORDER OF BUSINESS	Consideration of Minutes of Board of Supervisors' Special Meeting held on November 29, 2022
On a motion by Mr. Klinck, seconded by approved the minutes of the special Boar 29, 2022, for Greater Lakes/Sawgrass Ba	rd of Supervisors' meeting held on November
FOURTH ORDER OF BUSINESS	Ratification of the Operation and Maintenance Expenditures for October 2022, November 2022, December 2022 & January 2023
the operation and maintenance expenditu	unt of \$13,012.91, December 2022, in the 3, in the amount of \$8,720.07, for Greater
FIFTH ORDER OF BUSINESS	Consideration of the Down to Earth Price Increase & Landscape and Irrigation Maintenance Renewal Proposal
	d able to answer questions regarding price increa
& renewal proposal, (Exhibit A). Discussion On a motion by Mr. Walker, seconded by approved the Down to Earth price increas 2023, and authorized Mr. Walker to work	d able to answer questions regarding price increating ensued. Ms. Fowler, with all in favor, the Board se of \$8,337.50 per month, effective April 1, with Staff in circulating a landscape & irrigation onsidered at the next meeting, for Greater
& renewal proposal, (Exhibit A). Discussion On a motion by Mr. Walker, seconded by approved the Down to Earth price increas 2023, and authorized Mr. Walker to work maintenance RFP with proposals to be co Lakes/Sawgrass Bay Community Develo	d able to answer questions regarding price increation ensued. Ms. Fowler, with all in favor, the Board se of \$8,337.50 per month, effective April 1, with Staff in circulating a landscape & irrigation onsidered at the next meeting, for Greater
& renewal proposal, (Exhibit A). Discussion On a motion by Mr. Walker, seconded by approved the Down to Earth price increas 2023, and authorized Mr. Walker to work maintenance RFP with proposals to be co Lakes/Sawgrass Bay Community Develo SIXTH ORDER OF BUSINESS Ms. Brown informed the Board of a recent	d able to answer questions regarding price increation ensued. Ms. Fowler, with all in favor, the Board se of \$8,337.50 per month, effective April 1, with Staff in circulating a landscape & irrigation onsidered at the next meeting, for Greater pment District. Ratification of Down to Earth Irrigation Repair Proposal main line irrigation break and Mr. Abonza provise the Board to review. Mr. Walker reviewed and

\_

SEVENTH ORDER OF BUSINESS	Consideration of Down to Earth Proposal(s)	
Tabled by the Board and directed the Sta photographs and renderings at the next n	aff to present revised proposals that include neeting.	
	ider approving a pre-approval amount for irrigation equest until they review their renewal proposal.	
The Board excused Down to Earth Staff at 11:27 a.m.		
EIGHTH ORDER OF BUSINESS	Consideration of District Engineer Wall Study Proposal	
	. She stated this study would capture where the wall nendations for ways to repair. Discussion ensued.	
	becifically note on the DR Horton wall section the rovide details if movement of the wall has occurred.	
The Board directed the Staff to circulate the DR Horton settlement agreement to the District Engineer.		
approved the Dewberry wall study propo leaning from the ground and provide de	y Mr. Walker, with all in favor, the Board osal, as amended, and to include the degree of tails, if movement of the wall has occurred in the II, for Greater Lakes/Sawgrass Bay Community	
NINTH ORDER OF BUSINESS	Consideration of Wall Repair Proposal(s)	
	oposals had been received, however, Charles d today's meeting. Contractors will be provided with submit proposals for the next meeting.	
Mr. Walker expressed interest in removin ensued.	g the live oaks impacting the wall. Discussion	
TENTH ORDER OF BUSINESS	Consideration of Workers Compensation Insurance Proposal	
approved the Egis Insurance & Risk Ad	/ Mr. Walker, with all in favor, the Board visors worker's compensation insurance 00, for Greater Lakes/Sawgrass Bay Community	

ELEVENTH ORDER OF BUSINESS	Consideration of Resolution 2023-03, Amending Resolution 2023-02
Ms. Brown informed the Board that this Res 2023-02 with a total all fund budget, includir	olution corrects a scrivener's error on Resolution ng the reserve fund, of \$675,949.45.
Ms. Garcia noted the presented revised Res	solution number needed to be amended to 2023-
On a motion by Mr. Walker, seconded by Madopted, as amended, Resolution 2023-03 amending the fiscal year 21-22 fiscal year Community Development District.	3, which amends Resolution 2023-02,
WELFTH ORDER OF BUSINESS	Consideration of Greenspoon Marder Wall Litigation Invoice
hat occurred from 2017 to 2022. She state charges of another attorney who moved to a charges and revised the invoice with a reduc	d history of the District's DR Horton wall litigation d the original invoice of \$138,112, included another firm. Greenspoon Marder removed those ction owed to \$75,149.00. Ms. Garcia stated that ce to a flat fee of \$50,000.00. Discussion ensued
On a motion by Mr. Walker, seconded by Mapproved the Greenspoon Marder flat rate litigation, for Greater Lakes/Sawgrass Bay	fee of \$50,000.00 for the DR Horton wall
THIRTEENTH ORDER OF BUSINESS	Consideration of Appointment to Vacant Board Seats
	rict received an application for candidacy from a audience and invited her to provide additional ments were made.
On a motion by Mr. Klinck, seconded by M appointed Deborah Swansiger as a Board Bay Community Development District.	Ir. Walker, with all in favor, the Board of Supervisor, for Greater Lakes/Sawgrass
FOURTEENTH ORDER OF BUSINESS	Oath of Office
Ms. Brown issued Ms. Swansiger her oath c of Supervisors' table.	of office and then she took her seat at the Board

#### GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT March 15, 2023 Meeting Minutes Page 5

Ms. G	Sarcia reviewed the role of a public offi	icer, public records and Florida Sunshine Laws.
Ms. E	Brown notes that Ms. Swansiger has ta	aken seat #4 and the term is from 2022-2026.
FIFTI	EENTH ORDER OF BUSINESS	Consideration of Resolution 2023-04, Re- Designating Officers
	brown informed the Board that anytime rtunity to discuss offices held.	e a change to supervisors occurs, they have an
	Board agreed to have Ms. Swansiger s ges to offices.	serve as an Assistant Secretary with no other
ade	•	Ms. Swansiger, with all in favor, the Board ting Officers, for Greater Lakes/Sawgrass Bay
SIXT	EENTH ORDER OF BUSINESS	Staff Reports
	A. District Counsel	
	Tina Garcia	
Distri	ct Counsel had no report however, she	e was available to take and answer questions.
	B. District Engineer	
	Rey Malave & Molly Banfield	
		working with Ms. Brown and the contractor in
		will need to further explore if the same backflow
was p	previously repaired.	
	C District Monoyar	
	C. District Manager Carol Brown	
	Calor Drown	
	1.) Update on Lake County P	Properties, LLC Fence Installation
	ii) opaalo on Lako ooaniy i	
has b	•	ent report and informed the Board that the Distric e parking lot fence installation plans to have it
		accounting software, Intacct, allows for one Board and additionally licenses may be purchased.

180 181	The Board did not have interest in having inc and will revisit potentially in the future.	dividual access to the Intacct software at this time
182 183 184	SEVENTEENTH ORDER OF BUSINESS	Audience Comments and Supervisor Requests
185 186	AUDIENCE COMMENTS	
187	No audience comments.	
188 189	SUPERVISORS	
190 191 192 193	Ms. Swansiger expressed concerns with the and proposals.	District's liability with the brick wall, wall study
195 194	Mr. Klinck advised that he would not be in at	tendance at the April meeting.
195 196	EIGHTEENTH ORDER OF BUSINESS	Adjournment
190 197	EIGHTEENTH ORDER OF BUSINESS	Adjournment
198	On a Motion by Ms. Fowler, seconded by M adjourned the meeting at 12:27 p.m., for G Development District.	
199		
200 201		
202 203		
203 204		
205 206		
200 207		
208		
209		
210 211		
211		
213		
214		
215		
216		
217		
218 219		
220		

#### GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT March 15, 2023 Meeting Minutes Page 7

221 222 223 224 225 226 227 228 229	
223 224 225 226 227 228	
224 225 226 227 228	
225 226 227 228	
226 227 228	
227 228	
228	
228	
229	
230 Assistant Secretary Chairman/Vice Chairman	1
231	
232	
233	
234	
235	
236	
237	
238	
239	
240	
241	
242	
243	
244	
245	
246	
247	
248	
249	
250	
250	
252	
253	
255	

EXHIBIT A



## Landscape Maintenance Agreement

Attention:

Greater Lakes Sawgrass Bay Community Development District c/o Rizzetta & Company, Inc. 8529 S. Park Circle, Suite 330 Orlando, FL 32819

Submitted By: Down To Earth Landscape & Irrigation

## Greater Lakes Sawgrass Bay Community Development District

## Landscape Maintenance Summary

Lawncare Maintenance	\$ 100,050.00	Annually
Irrigation Inspection	Included	Annually
Fertilization/Pest Control	Included	Annually

Total Annual Fee	\$ 100,050.00	
Total Monthly Fee	\$ 8,337.50	

\* Pricing is valid for 30 days from the date of this Proposal.



## Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this \_\_\_\_\_\_ day of <u>March</u> 2023, and between, Greater Lakes Sawgrass Bay Community Development District ("Customer"), and Seasons Service Select, DBA as Down to Earth Landscape & Irrigation ("Company").

#### Property address: 16527 Centipede Street, Clermont, FL 34714

- <u>Term.</u> Company shall furnish all labor, materials, and necessary equipment to maintain the grounds at 16527 Centipede Street, Clermont, FL 34714 for a three (3) year period commencing <u>April 1, 2023</u> and ending <u>March 31, 2026</u> (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods ("each a "Renewal Term") unless sooner terminated as provided in Section 9 herein, or if terminated by either party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Price as provided in the agreement is good for 30 days.
- 2. <u>Scope of Work</u>. Company shall use its best efforts to perform the Service Agreement Specifications attached hereto as Exhibit "A" and incorporated herein.
- **3.** <u>Price and Payment Terms</u>. Customer shall pay Company \$ 8,337.50 on a monthly basis (the "Monthly Fee"). On the first (1<sup>st</sup>) day of each month, Company shall tender to Customer an invoice for services rendered during the current month, which shall be paid by Customer within 30 days of the date of the invoice (Net 30 terms). Customer shall not be entitled to reduce or offset any payments owed to Company hereunder for any reason. A processing fee of 2.75% will be added to all credit transactions.
  - **a.** <u>Late Payments</u>. Any unpaid balance will bear interest at a rate of 1.5% per month (18% per year). The unpaid balance shall be determined by taking the beginning balance of the account for each month, adding any new charges and subtracting any payments made to the account. In the event payment remains past due for a period in excess of ten (10) days, Company's obligations under this Agreement will be suspended until payment is made in full. Customer shall reimburse Company for all costs and expenses reasonably incurred by Company in collecting past due amounts, including attorneys' fees and court costs.
  - b. <u>Price Increases</u>. The Monthly Fee shall increase every twelve (12) months (the "Anniversary Date") by the greater of i) 4% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the Anniversary Date, and shall be rounded to the nearest ten (10) dollars. Company reserves the right to increase the Monthly Fee at contract renewal or due to Force Majeure events with thirty (30) days prior written notice to Customer.
  - c. <u>Fuel Surcharge</u>. Customer agrees to pay Company a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at <u>Florida Regular Conventional Retail Gasoline Prices</u>. An adjustment to the fuel surcharge will be made based on a monthly review (the "Review Period") of the fuel price. The fuel surcharge shall be based on the average fuel price from the preceding month (the "Indexed Fuel Price") and implemented at the beginning of the next calendar month. Adjustments will be applied or removed as of each Review Period. Each \$0.50 incremental rise in the fuel price will result in a 1% fuel surcharge (Example: If Indexed Fuel Price is \$3.26-\$3.75 per gallon, the fuel surcharge will be 1% of the total amount invoiced. If Indexed Fuel Price



is \$3.76-\$4.25 per gallon, the fuel surcharge will be 2% of the total amount invoiced).

- 4. <u>Indemnification</u>. Company shall indemnify and hold harmless Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by negligent or intentional acts or omissions on the part of Company, its agents, subcontractor, employees, or others acting on behalf of Company, in the performance of its obligations under this Agreement. Customer is required to notify Company within 30 days of the date Customer is notified or discovers any potential claim, cause of action, or damages potentially caused by Company.
- 5. <u>Insurance</u>. Company, for itself, its subcontractors, agents, and employees, shall maintain the following insurance coverage throughout the duration of this Agreement:
  - **a.** Commercial general liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury.
  - **b.** Pollution liability insurance with a limit of liability of \$1,000,000 per each incident and \$2,000,000 aggregate; and
  - **c.** Workers' compensation insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. Company shall deliver to Customer an insurance certificate evidencing such insurance prior to the signing of this Agreement.
- 6. <u>Standard of Performance</u>. Company shall use due care, skill, and diligence in the performance of its obligations under this Agreement and shall perform all its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors in the state of Florida. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with the manufacturer's specifications.
- 7. <u>Time</u>. Time is of the essence in performing the obligations under this Agreement. In the event that performance by Company shall be interrupted or delayed by any occurrences outside Company's commercially reasonable control, including but not limited to acts of God, inability to secure labor and/or products, and rules, regulations or restrictions imposed by any government or governmental agency, Company shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 8. <u>Independent Contractor Relationship</u>. All work performed by Company under this Agreement shall be as an independent contractor, and in no way shall Company be considered an employee of the Customer.
- **9.** <u>Termination</u>. Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. Should the Customer believe that a condition exists that would give it cause to terminate this Agreement, Customer shall promptly (within 24 hours) notify Company in writing of the condition. The customer acknowledges that it shall have an affirmative obligation to photograph any such condition within 24 hours of discovery of that condition and that the failure to do so shall constitute spoliation of evidence. Company shall have no less than seven (7) days to inspect and acknowledge such condition. Company will then have (thirty) 30 days to cure the condition. If Company fails to commence cure of the condition within the prescribed time and fails to attempt to cure in a diligent fashion, Customer may terminate the Agreement with no further liability; by



providing Company sixty (60) days' prior written notice of termination. Company may terminate this Agreement, immediately if Customer fails to cure a payment default within fifteen (15) days of receipt of notice of such from Company, or with sixty (60) days' written notice. The customer further acknowledges that as inducement to enter a long-term relationship, Company may agree to provide incentives that shall not become "earned" until the end of the Initial Term. If Customer terminates this Agreement for any reason within the Initial Term, Customer must reimburse Company the full amount of any incentives provided.

**10.** <u>Notices</u>. Any notice required to be sent to the Customer or Company under this Agreement shall be sent to the parties at the following address unless otherwise specified:

<u>Customer:</u> Greater Lakes Sawgrass Bay Community Development District c/o Rizzetta & Company, Inc. 8529 S. Park Circle Suite 330 Orlando, FL 32819 DTE: Down to Earth 2701 Maitland Center Parkway Suite 200 Maitland, Florida 32751 Phone: 321-263-2700 Fax: 352-385-7229 www.dtelandscape.com

- 11. <u>Governing Law and Binding Effect; Venue</u>. This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors, and assigns. The venue for all actions arising from this agreement shall be located within the applicable Florida county of the property address.
- 12. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty, or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.
- **13.** <u>Litigation and Attorneys' Fees</u>. In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.</u>
- **14.** <u>Severability</u>. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall



nonetheless remain in full force and effect, but without giving effect to such provision.

**15.** <u>No Third-Party Beneficiaries</u>. The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

Greater Lakes Sawgrass Bay ( Development District c/o Rizzetta & Company, Inc.	Community	Down to Earth	
Name		Name	
Title		Title	
Signature	Date	Signature	Date



#### Exhibit "A" Service Agreement Specifications

Between Down to Earth Landscape and Irrigation (herein "**Company**") and **Greater Lakes Sawgrass Bay Community Development District** ("Customer") the services to be performed hereunder for the Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement. Additional Services pricing is subject to change.

#### ADDITIONAL SERVICES

Service	Quantity	Contract or Additional	Price	<u>Unit</u>	
Mulch	TBD	Additional	Priced Upon Request	Per CY	
Annuals 4" Pots	TBD	Additional	Priced Upon Request	Per Each	
Palms	TBD	Additional	Priced Upon Request	Per Each	
Specialty Palms	TBD	Additional	Priced Upon Request	Per Each	
Leaf Cleanup	TBD	Additional	Priced Upon Request	Per Hour	

#### LANDSCAPE MAINTENANCE PROGRAM

#### I. TURF GRASS SPECIFICATIONS

#### i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

Company may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

#### ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.



#### iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

#### iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of Company.

Seasonal Leaf removal is <u>not</u> part of the service package, but it can be provided upon Customer request at an additional per hour cost inclusive of proper mulching/removal of the leaf fall.

#### v. Fertilization

Irrigated Turf shall be fertilized appropriately (no more than four times year year) to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas are in top condition. Company can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

#### vi. Insect & Disease Control

Company will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. Company will strictly comply with all state and federal regulations.

Company employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

#### II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

#### i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.



All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

#### ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

#### iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum height of 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

Company can provide services for Palms over a maximum height of 12' upon Customer request at an additional cost.

#### iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

Company can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

#### v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

#### vi. Fertilization

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.



#### vii. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

#### viii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

#### III. IRRIGATION

Company shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. Company will be responsible for controlling the amount of water used for irrigation and any damage that results from overwatering and insufficient watering. Company is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these "watering guidelines" will not be Company's responsibility.

Company will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than Company due to construction, vandalism, or other causes shall be reported to the Customer. Company, if authorized by the Customer, shall repair the damage at a Time and Material rate.

#### IV. MULCHING

Mulch is provided as an additional service. Company will provide this service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

#### V. ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are provided as an additional service. Company will provide this service for Annual Flowers upon Customer request at an additional cost.

Company will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

#### VI. ADDITIONAL SERVICES

Company is a full-service Landscape Company. We offer many solutions to all horticultural-related



needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

Company shall provide services over and above the contract specifications with written authorization from the Customer. Rates for labor shall be provided upon request.

#### VII. REQUIRED ADDENDUMS / LANDSCAPE ALTERATIONS

Company shall not be responsible for the following additional service requests unless specifically agreed to in writing in an Addendum to this Agreement:

- i. Damage caused to decorative concrete curbing.
- **ii.** Damage caused to stucco on homes and/or fences if a maintenance strip is not installed.
- iii. Maintenance of additional landscape installed by the homeowner; and
- **iv. Maintenance** of backyards if a privacy fence is installed, which requires smaller push mowers and string trimming to entire perimeter fence.

TAB 2

## GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

## <u>District Office · Orlando, FL 32819</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.glsbcdd.org</u>

#### Operation and Maintenance Expenditures February 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$21,618.93** 

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## **Greater Lakes/Sawgrass Community Development District**

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	voice Amount
Dewberry Engineers, Inc.	100036	2228383	Engineering Services 01/22	\$	1,485.00
Dewberry Engineers, Inc.	100015	2241100	Engineering Services 02/23	\$	225.00
Florida Department of Economic Opportunity	100037	86886-1	Late Fee 01/23	\$	25.00
Rizzetta & Company, Inc.	100035	INV0000075298	District Management Fees 02/23	\$	3,331.33
SECO Energy	EFT	4000271302 01/23 Autopay 285	Electric Services 01/23	\$	35.00
SECO Energy	EFT	4000419601 01/23 Autopay 285	Electric Services 01/23	\$	33.00
SECO Energy	EFT	400054700 01/23 Autopay 285	5 Electric Services 01/23	\$	2,250.61
Southern Utility Services Inc.	100014	48.2	Irrigation Repairs 12/22	\$	450.00
SSS Down To Earth Opco, LLC	100038	INV147483	Landscape Maintenance 01/23	\$	5,750.00
SSS Down To Earth Opco, LLC	100038	INV149799	Landscape Maintenance 02/23	\$	5,750.00
Sunshine Water Services	EFT	3915978435 01/23 Autopay 285	Water Services 01/23	\$	31.69

## **Greater Lakes/Sawgrass Community Development District**

Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>ln</u>	Invoice Amount	
Sunshine Water Services	EFT	8089510000 01/23 Autopay 285	Water Services 01/23	\$	1,202.30	
Windom Solutions, Inc.	100039	SB110	Remove Christmas Decorations 11/22	\$	650.00	
Windom Solutions, Inc.	100039	SB111	Remove Christmas Decorations 01/23	\$	400.00	
Report Total				\$	21,618.93	

## GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

## <u>District Office · Orlando, FL 32819</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.glsbcdd.org</u>

#### Operation and Maintenance Expenditures March 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2023 through March 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$81,277.29

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## **Greater Lakes/Sawgrass Community Development District**

### Paid Operation & Maintenance Expenditures

#### March 1, 2023 Through March 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Inv	oice Amount
Deborah S Swansiger	100020	DS031523	Board of Supervisors Meeting 03/15/23	\$	200.00
Dewberry Engineers, Inc.	100021	2254274	Engineering Services 03/23	\$	540.00
Egis Insurance Advisors, LLC	100022	18067	Policy #C100122651 02/15/23-10/01/23	\$	463.00
Greater Lakes / Sawgrass Bay CDD	100019	Transfer TY 22-23 Tax Roll Reserve Funds	Transfer TY 22-23 Tax Roll Reserve Funds	\$	17,000.00
Greenspoon Marder Law	100023	1444662	Legal Services 03/23	\$	50,000.00
Greenspoon Marder Law	100023	1444836	Legal Services 03/23	\$	306.00
James W Klinck	100024	JK031523	Board of Supervisors Meeting 03/15/23	\$	200.00
James Walker	100025	JW031523	Board of Supervisors Meeting 03/15/23	\$	200.00
Marian Fowler	100026	MF031523	Board of Supervisors Meeting 03/15/23	\$	200.00
Orlando Sentinel Communications	100017	688379100000	Legal Advertising 02/23	\$	230.75
Rizzetta & Company, Inc.	100016	INV0000078011	District Management Fees 03/23	\$	3,331.33
SECO Energy	EFT	4000271302 02/23 Autopay 285	Electric Services 02/23	\$	36.00
SECO Energy	EFT	4000419601 02/23 Autopay 285	Electric Services 02/23	\$	35.00

## **Greater Lakes/Sawgrass Community Development District**

#### Paid Operation & Maintenance Expenditures

March 1, 2023 Through March 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	<u> </u>	Invoice Amount	
SECO Energy	EFT	400054700 02/23 Autopay 285	Electric Services 02/23	\$	2,325.48	
SSS Down To Earth Opco, LLC	100018	INV152324	Landscape Maintenance 03/23	\$	5,750.00	
Sunshine Water Services	EFT	3915978435 02/23 Autopay 285	Water Services 02/23	\$	31.75	
Sunshine Water Services	EFT	8089510000 02/23 Autopay 285	Water Services 02/23	\$	427.98	

**Report Total** 

81,277.29

\$

## GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

## <u>District Office · Orlando, FL 32819</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.glsbcdd.org</u>

#### Operation and Maintenance Expenditures April 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from April 1, 2023 through April 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$4,135.71** 

Approval of Expenditures:

\_\_\_\_\_ Chairperson

\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## **Greater Lakes/Sawgrass Community Development District**

#### Paid Operation & Maintenance Expenditures

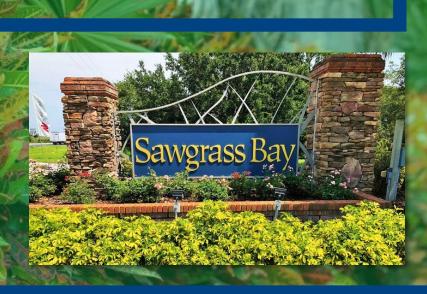
April 1, 2023 Through April 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount	
Greenspoon Marder Law	100028	1436105	Legal Services 02/23	\$	420.00
Innersync Studio, Ltd	100029	21187	Website & Compliance Services 04/23	\$	384.38
Rizzetta & Company, Inc.	100027	INV0000078825	District Management Fees 04/23	\$	3,331.33
Report Total				\$	4,135.71

TAB 3



# GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT



## **PREPARED FOR:**

Carol Brown District Manager 3434 Colwell Ave. Suite 200 Tampa, FL 33614 Phone: (904) 436-6270 Ext. 4631 clbrown@rizzetta.com Proposal issued: May 8, 2023



May 5, 2023

Greater Lakes / Sawgrass Bay Community Development District

Dear Carol Brown,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner. Given our current relationship and proven track record for the past 8 years, I believe DTE is uniquely qualified to fulfill the goals of Greater Lakes / Sawgrass Bay Community Development District.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings "Natural Joy" to our customers. We understand the high standards our customers require and constantly seek to be the "Service Provider of Choice" in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services, but what makes Down To Earth different is our ICARE values.

#### INTEGRITY

• We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

#### COMMUNITY

• We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

#### ACCOUNTABILITY

• We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

#### RELENTLESSNESS

• We are constant in our efforts to provide solutions to customers and to satisfy their needs.

#### EXCELLENCE

• We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Respectfully,

Tom Lazzaro Chief Executive Officer 321.263.2700 Tom.Lazzaro@down2earth



## COMPANY OVERVIEW WHO WE ARE AND WHAT MAKES US DIFFERENT



## EXPERIENCE THE DOWN TO EARTH DIFFERENCE





Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.



# **ABOUT US**

Founded in 1989 as a **landscape & irrigation installation company**, DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

## **OUR GOAL**

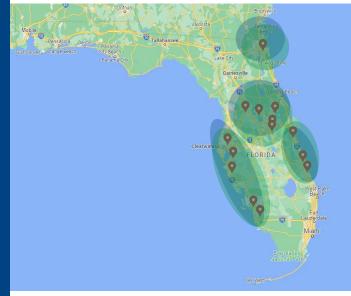
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our "ICARE" values and offer a service that brings "Natural Joy" to our customers.

#### **CERTIFIED & EXPERIENCED**

- Certified State Licensed Irrigation Contractor
- Certified Golf Course
   Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

#### 450+ VEHICLES

- Maintenance/Construction
   Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck
  Trucks



## LOCATIONS CENTRAL

Lake Nona Mount Dora Orlando Sanford The Villages

#### NORTH

Jacksonville

Map Data ©2022 Google, INGEI

#### SOUTHEAST

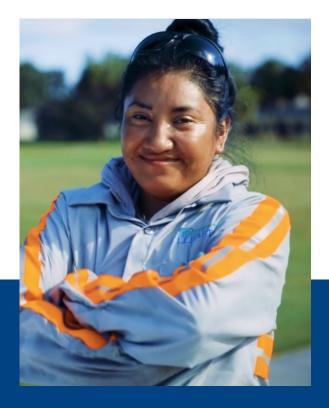
Vero Beach Fort Pierce Viera

#### SOUTHWEST

Sarasota Ruskin Fort Myers Naples Tampa



# COMPANY SAFETY PLAN



#### THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of- way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

#### **HIRING PROGRAM**

- Mandatory drug screening prior to employment zero-tolerance policy.
- Each new employee must complete our "Green Vest Training" program that focuses on the safe operation of all equipment and machinery.

#### PREVENTATIVE MAINTENANCE PROGRAM

 Participate in weekly "toolbox talks" to review the correct maintenance procedures and inspect current equipment.

## SAFETY TRAINING PROGRAM

- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly Branch & Site Audits to ensure compliance.



# LICENSES, CERTIFICATIONS, & INSURANCE BONDING

STORNWALLE LANGENENY INSTITUTE Target Stylenografie And Andreas Stylenografie Bender State State State State Bender State State State State Institute State State State State Institute State State State State State Institute State State State State State State State State State State State State	Constraints of the second			нализи и полно и полн
Def Califier 21/9523 Def Care 1 (29): Instructure 19/95 Nove / EDET Predia: 1 (29): 19. Belloy down 3 (2): Percent 21/95 Predia: USSAFETY 19. Belloy down 3 (2): Percent 21/95 Predia: USSAFETY 19. Belloy down 3 (2): 19. Belloy down 3 (2):	<section-header><section-header><section-header><text><text><text><text><text><text><text><text><text><text></text></text></text></text></text></text></text></text></text></text></section-header></section-header></section-header>	FIGURE A CONTRACT OF A CONTRAC	Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         Image: Description           Image: Description         Image: Description         Image: Description         Image: Description         <	Control of a data of a dat

# To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.



## **APPROACH TO SERVICES** AN OVERVIEW OF WHAT WE DO & HOW WE DO IT



We are driven by bringing natural joy to every client and property we service.



CORE **COMPETENCIES** 

MAINTENANCE IRRIGATION CONSTRUCTION **ENHANCEMENTS &** INSTALLATION

**FERTILIZATION &** PEST CONTROL



# 

#### MOWING

Each turf variety is mowed based on area and site conditions to prescribed heights.

#### **TRIMMING & EDGING**

Performed around beds, curbs, streets, trees, and buildings.

#### IRRIGATION

From system installation to regular checks & audits and ongoing maintenance of the irrigation system.

#### FERTILIZATION

Property specific blends are applied using proper fertilization techniques by licensed professionals.

## INSPECTIONS & MANAGEMENT

Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

#### PEST & WEED CONTROL

Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

#### TREE PRUNING

Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

#### MULCHING

Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

## ANNUAL FLOWERS

Proper spacing will utilized per plant species variety to ensure proper growth.

#### **DESIGN & INSTALL**

In house capability to provide full design and install of new material to bring your vision to life.

#### STORM PREPARATION & REPARATION

In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested. For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtelandscape.com /all-services/





# **STATE OF THE ART SERVICE**

## LATEST TECHNOLOGY



- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.







#### UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

• We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.

#### INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

 When it comes to tree care. Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a bestin-class hvbrid approach utilizing the expertise of in-house and vendorpartnered International Society of Arboriculture (ISÁ) Certified Arborists.

#### INTEGRATED PEST MANAGEMENT (IPM)

• We have an industryleading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, sciencebased process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.



# **CUSTOMER SERVICE** & COMMUNICATION

#### CUSTOMERLINK™ WORK ORDER SYSTEM

Through access to a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink<sup>™</sup> include:

- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

## TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY

#### **CUSTOMER COMMITMENT**

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number

(TM)

Emergency After Hours Phone
 Number

Request Type \star	Select Category			~
Requestor's Email \star	Select Category Break/Fix			
	Design Consultation			
Property Address	Fertilization General Ouestion			
	Irrigation			
	Landscape			
Request Details \star	Lawn Maintenance Lighting			
	Mulch			
Requestor's Name \star	Pest Control Tree Trimming			
nequestors nume *	Weed Control			
Requestor's Phone # \star				
Alternate Contact				
Alternate Phone #				
State \star	Start typing to search Building Group bey	ond 500		
City *	Start typing to search Building Group bey	ond 500		
Contact via Phone? *				
Files	Choose Files No file chosen		<u> </u>	
10 MB File Size Limit	metera unter o prista o prour		•	
			DOWN TO EARTH 🛖	



# DISASTER & STORM RELIEF PROTOCOL

Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.



## SUPPLEMENTAL CREWS

 Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition.
 Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

#### NECESSARY EQUIPMENT

 While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

#### PREVENTATIVE MEASURES

For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



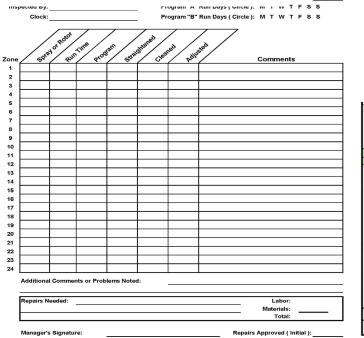
When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.



# **SERVICE REPORTS**

#### MONTHLY IRRIGATION REPORT



#### **MONTHLY LAWN & ORNAMENTAL REPORT**

ation Information ed Control id: cide(s) Used:	Turf Application	Ornamental Ap Fertilization Liquid: Granular: 1) Analysis:	d Application Service Call plication Information Disease & Insect Fungicide / Insecticide Used: 1) Target Pest:
ed Control id: Cide(s) Used:	Disease & Insect Fungicide / Insecticide Used: 1)	Fertilization Liquid: Granular: 1) Analysis:	Disease & Insect Fungicide / Insecticide Used: 1)
id: Cide(s) Used:	Fungicide / Insecticide Used: 1)	Liquid: Granular: 1) Analysis:	Fungicide / Insecticide Used: 1)
cide(s) Used:	1)	Granular:	1)
reated:	Area(s) Treated:	Palms: Annuals: Plants: All	Plants(s) Treated: 2) Target Pest:
bicide Used:	2) Target Pest Area(s) Treated:	2) Analysis: Palms: Annuals: Plants: All	Plants(s) Treated:           3)           Target Post:           Plants(s) Treated:
#(s):	Report Item #(s) :	Report Item #(s) :	
	iar:  tiolde Used: reated: m #(s) : tion's Signature	ar:	ar:         2)

#### YEARLY SERVICES SCHEDULE GUIDELINE

DOWN TO EARTH														Pı	ro	pp	e	rt	y	S	р	eo	cif	ic	E	X	ar	n	pl	e													
		JAN	JAR	Y	F	EBR	UARY	(	M/	ARCH	ł	A	PRI	L		Ν	ЛАҮ			JU	NE			JULY			AUG	iUST	r s	EPT	EMB	BER	(	ОСТО	DBE	R	NO	VE	MBE	R D	ECE	MB	ĒR
ACTION/TASK	1	2	3 4	1 5	6	7	8	9 1	0 11	12	13	14 1	5 1	6 17	18	19	20 2	1 2	2 23	24	25	26 2	7 28	29	30 3	1 32	33	34	35 3	36 37	7 38	39	40	41 4	2 43	3 44	45	46	47 4	8 49	50	51	52
TURF MOW SCHEDULE																																											
TURF																																											
EDGE																		Т																									
STRING TRIM																																											
SHRUB MAINTENANCE SCHEDULE																																								T			
HEDGE TRIM MONTHLY WITHIN SECTIONAL ROTATION	1																																		T								
DETAIL																		T																	T				T	T			
FERT AND PEST SCHEDULE	П		Т		Г	П					Π				П																	П		T	T	Г	П	T	Т	Т		Π	٦
FERTILIZE TURF	Π		T	Т	Г	П									П			╈						$\square$		╈	Π		╈			П		T	T	$\square$	П	T	T	T	$\Box$	Π	П
FERTILIZE SHRUBS			Т	Т											П			Т						П		Т	Π	П	Т			Π			T		П	Т	Т	Т	$\Box$	Π	П
INSECT CONTROL			Т	Т	Г																													T	T		Π	T	T	Т	$\Box$		٦
WEED CONTROL			Т	Т	Г			Т	Т									Т	Т				Т		Т	Т			Т	Т					T								
INTEGRATED PEST MANAGEMENT WEEDS	П		Т	Т	Г													Т								Т			Т					Т	Т	Г	Π	П	Т	Т		Π	П
INTEGRATED PEST MANAGEMENT INSECTS				Т	Г										Π			Т								Т									Г	$\Box$	Π			Т		$\square$	П
INSECT AND DISEASE CONTROL PLANT MATERIAL																																											
INTERGRATED PEST MGMT. PLANT MATERIAL				Т														Τ								Τ											$\Box$			Τ			
PRE EMERGENT/LARGE BEDS			Т	Т	Г													Т								Т			Т								$\Box$			Τ			
IRRIGATION INSPECTION MONTHLY																																											
SPECIALTY PALM/ FERT. & INSECT CONTROL	Π		Т	Т	Г										П			Т					Т	П	Т	Т	Π						П	Т	Т	$\square$	Π	Т	Т				
MISCELLANEOUS ITEMS			T																																		Π	Τ	T				
TRIM ORNAMENTAL GRASSES			Т	Т	Г													Т								Т											Π			Т			٦
RAISE OAKS																		Τ																									
TRIM CRAPE MYRTLES			T															T																					T				
MULCH			Т															Т								Γ																	
SELECTIVE ROSE PRUNING															$\Box$																									L			







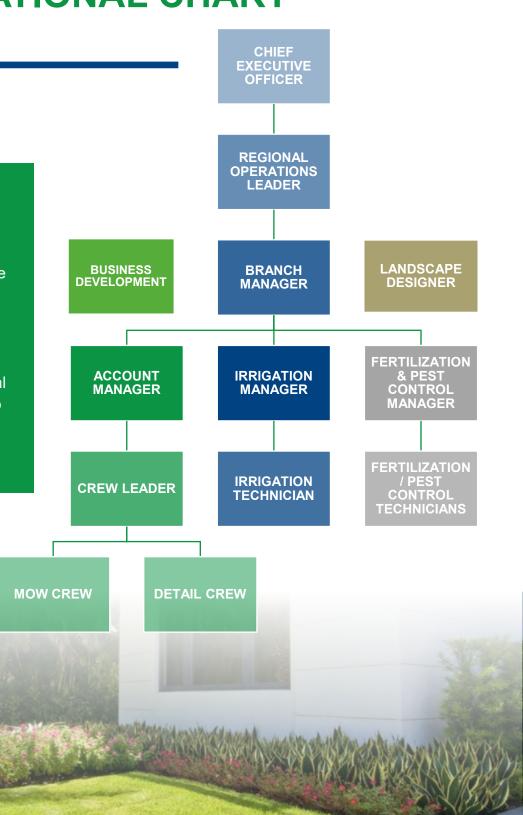
Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists. OUR TEAM IS COMMITTED TO CREATING THE HEALTHIEST AND MOST VIBRANT LANDSCAPE FOR YOU



# **ORGANIZATIONAL CHART**

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".





# YOUR DEDICATED LANDSCAPE TEAM

Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.



## **REGIONAL OPERATIONS LEADER**

- Paul Radomski
- Leads the region and provides support and resources.

## **BRANCH MANAGER**

- Andrew Davis
- Leads multiple field teams and is responsible for the operations for your property.

## ACCOUNT / PROJECT MANAGER

- Carlos Abonza
- Manages the on-site maintenance crews as the primary onsite point of contact.



# MAINTENANCE PROJECTS & REFERENCES



# Independence HOA

• Winter Garden, FL



# **Providence HOA**

• Davenport, FL



# Bella Collina

Montverde, FL



Riverbend

# Golden Oak

• Orlando, FL

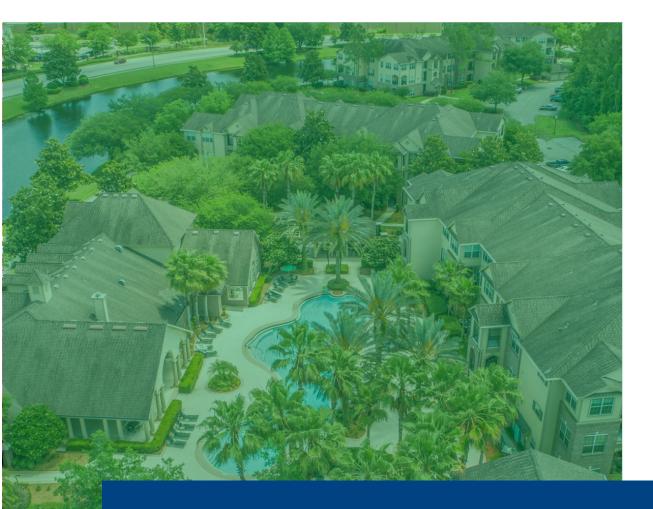


Sanford, FL

Additional contact information for references can be provided separately upon request.



## **PROPOSAL PRICING** PREPARED FOR: GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT



BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY, PLEASE SEE THE PROPOSED SERVICES AND PRICING WE CAN PROVIDE TO BEST SERVE YOUR PROPERTY.



### Landscape Maintenance Agreement

Attention: Greater Lakes / Sawgrass Bay Community Development District Rizzita & Company 8529 South Park Circle, Suite 330 Orlando, FL 32819

Submitted By: Down To Earth Landscape & Irrigation

## Greater Lakes / Sawgrass Bay Community Development District

#### Landscape Maintenance Summary

Lawncare Maintenance	\$ 71	1,070.00	Annually
Irrigation Inspection	h	ncluded	Annually
Fertilization/Pest Control	h	ncluded	Annually

Total Annual Fee	\$ 71,070.00	*
Total Monthly Fee	\$ 5,922.50	*

\* Pricing is valid for 60 days from the date of this Proposal.



## Landscape Maintenance Agreement

THIS LANDSCAPE MAINTENANCE AGREEMENT ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_\_\_ 2023, and between, Greater Lakes / Sawgrass Bay Community Development District ("Customer"), and Seasons Service Select, DBA as Down to Earth Landscape & Irrigation ("Company").

#### Property address: Sawgrass Bay Blvd, Clermont, FL 34714

- 1. <u>Term.</u> Company shall furnish all labor, materials, and necessary equipment to maintain the grounds at Greater Lakes / Sawgrass Bay Community Development District for a three (3) year period commencing \_\_\_\_\_\_ and ending \_\_\_\_\_\_ (the "Initial Term"). The Agreement shall automatically renew for additional one (1) year periods ("each a "Renewal Term") unless sooner terminated as provided in Section 9 herein, or if terminated by either party ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. Price as provided in the agreement is good for 30 days.
- 2. <u>Scope of Work</u>. Company shall use its best efforts to perform the Service Agreement Specifications attached hereto as Exhibit "A" and incorporated herein.
- **3.** <u>Price and Payment Terms</u>. Customer shall pay Company **\$ 5,922.50** on a monthly basis (the "Monthly Fee"). On the first (1<sup>st</sup>) day of each month, Company shall tender to Customer an invoice for services rendered during the current month, which shall be paid by Customer within 30 days of the date of the invoice (Net 30 terms). Customer shall not be entitled to reduce or offset any payments owed to Company hereunder for any reason. A processing fee of 2.75% will be added to all credit transactions.
  - a. <u>Late Payments</u>. Any unpaid balance will bear interest at a rate of 1.5% per month (18% per year). The unpaid balance shall be determined by taking the beginning balance of the account for each month, adding any new charges and subtracting any payments made to the account. In the event payment remains past due for a period in excess of ten (10) days, Company's obligations under this Agreement will be suspended until payment is made in full. Customer shall reimburse Company for all costs and expenses reasonably incurred by Company in collecting past due amounts, including attorneys' fees and court costs.
  - b. <u>Price Increases</u>. The Monthly Fee shall increase every twelve (12) months (the "Anniversary Date") by the greater of i) 4% or ii) a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers" or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the date twelve (12) months earlier, with that of the Anniversary Date, and shall be rounded to the nearest ten (10) dollars. Company reserves the right to increase the Monthly Fee at contract renewal or due to Force Majeure events with thirty (30) days prior written notice to Customer.



- c. <u>Fuel Surcharge</u>. Six months after the start of the Agreement, Customer agrees to pay Company a monthly fuel surcharge to the extent the fuel price exceeds \$3.25 per gallon, as reported at <u>Florida Regular Conventional Retail Gasoline Prices</u>. Each \$0.50 incremental rise in fuel price will result in a 1% fuel surcharge (Example: If fuel price is \$3.55 per gallon, the fuel surcharge will be 1% of the total amount invoiced). If the fuel price drops below \$2.75 per gallon, Customer will receive a 1% reduction in the total amount invoiced for each \$0.50 incremental reduction in fuel price. Adjustments will be applied to invoices each month, as applicable.
- 4. <u>Indemnification</u>. Company shall indemnify and hold harmless Customer from any and all injuries, damages, causes of action or claims to the extent they are caused by negligent or intentional acts or omissions on the part of Company, its agents, subcontractor, employees, or others acting on behalf of Company, in the performance of its obligations under this Agreement. Customer is required to notify Company within 30 days of the date Customer is notified or discovers any potential claim, cause of action, or damages potentially caused by Company.
- 5. <u>Insurance</u>. Company, for itself, its subcontractors, agents, and employees, shall maintain the following insurance coverage throughout the duration of this Agreement:
  - **a.** Commercial general liability insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury.
  - **b.** Pollution liability insurance with a limit of liability of \$1,000,000 per each incident and \$2,000,000 aggregate; and
  - **c.** Workers' compensation insurance on behalf of each of its employees or laborers working on the property in accordance with all applicable laws. Company shall deliver to Customer an insurance certificate evidencing such insurance prior to the signing of this Agreement.
- 6. <u>Standard of Performance</u>. Company shall use due care, skill, and diligence in the performance of its obligations under this Agreement and shall perform all its obligations in its best workmanlike manner and in accordance with the accepted standards for professional landscape contractors in the state of Florida. All materials used in performing any obligation under this Agreement shall be of first quality and shall be used strictly in accordance with the manufacturer's specifications.
- 7. <u>Time</u>. Time is of the essence in performing the obligations under this Agreement. In the event that performance by Company shall be interrupted or delayed by any occurrences outside Company's commercially reasonable control, including but not limited to acts of God, inability to secure labor and/or products, and rules, regulations or restrictions imposed by any government or governmental agency, Company shall be excused from such performance for such a period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
- 8. <u>Independent Contractor Relationship</u>. All work performed by Company under this Agreement shall be as an independent contractor, and in no way shall Company be considered an employee of the Customer.



- 9. Termination. Given the nature of the work contemplated by this Agreement, the parties acknowledge that conditions change due to the natural growing cycle, weather patterns, wear and tear of the grounds, and other causes, both foreseen and unforeseen. Should Customer believe that a condition exists that would give it cause to terminate this Agreement, Customer shall promptly (within 2 days) notify Company in writing of the condition. Company will then have (thirty) 30 days to cure the condition. If Company fails to commence cure of the condition within the prescribed time and fails to attempt to cure in a diligent fashion, Customer may terminate the Agreement with no further liability by providing Company thirty (30) days' prior written notice. Company may terminate this Agreement immediately if Customer fails to cure a payment default within fifteen (15) days of receipt of notice of such from Company, or with sixty (60) days' prior written notice. Customer further acknowledges that as inducement to enter a long-term relationship, Company may agree to provide incentives that shall not become "earned" until the end of the Initial Term. If Customer terminates this Agreement for any reason within the Initial Term, Customer must reimburse Company the full amount of any incentives provided. Customer must notify Company in writing via certified mail and via e-mail to the address in section 10 Notices.
- **10.** <u>Notices</u>. Any notice required to be sent to the Customer or Company under this Agreement shall be sent to the parties at the following address unless otherwise specified:

<u>Customer:</u> Greater Lakes / Sawgrass Bay Community Development District Rizzita & Company 8529 South Park Circle, Suite 330 Orlando, FL 32819 DTE: Down to Earth DTEContractUpdates@down2earthinc.com 2701 Maitland Center Parkway Suite 200 Maitland, Florida 32751 Phone: 321-263-2700 Fax: 352-385-7229 www.dtelandscape.com

- 11. <u>Governing Law and Binding Effect; Venue</u>. This Agreement and the interpretation and enforcement of the same will be governed by and construed in accordance with the laws of the State of Florida and will be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors, and assigns. The venue for all actions arising from this agreement shall be located within the applicable Florida county of the property address.
- 12. Integrated Agreement, Waiver and Modification. This Agreement represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, will be binding on either party hereto. This Agreement may not be modified or amended, nor may any covenant, agreement, condition, requirement, provision, warranty, or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.
- 13. <u>Litigation and Attorneys' Fees</u>. In the event that it is necessary for either party to this Agreement to bring suit to enforce any provision hereof or for damages on account of any breach of this Agreement or of any warranty, covenant, condition, requirement or obligation contained herein, the prevailing party in any such litigation, including appeals, will be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees.



- 14. <u>Severability</u>. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in full force and effect, but without giving effect to such provision.
- **15.** <u>No Third-Party Beneficiaries</u>. The parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto. No future or present employee or customer of either of the parties nor their affiliates, successors or assigns or other person shall be treated as a third-party beneficiary in or under this Agreement.

Greater Lakes / Sawgrass Bay Community Development Dist		Down to Earth	
Name		Name	
Title		Title	
Signature	Date	Signature	Date

District Office: Orlando, Florida

Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.glsbcdd.org

#### LANDSCAPE MAINTENANCE PROGRAM

#### I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

Mower blades will be kept sharp to prevent the tearing of grass blades.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green Lip.

All Bermuda Sod shall be maintained at a mow height of 1".

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

Frequency of edging shall correspond to frequency of turf mowing.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of Company.

#### <u>District Office: Orlando, Florida</u> <u>Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.glsbcdd.org</u>

Seasonal Leaf removal is not part of the service package, but it can be provided upon Customer request at an additional per hour cost inclusive of proper mulching/removal of the leaf fall.

v. Fertilization

Irrigated Turf shall be fertilized appropriately (no more than four times year year) to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas are in top condition. Company can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control

Company will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. Company will strictly comply with all state and federal regulations.

Company employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

District Office: Orlando, Florida

Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.glsbcdd.org

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

Company can provide services for Palms over a maximum height of 12' upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

Company can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Fertilization

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

District Office: Orlando, Florida

Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.glsbcdd.org

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

#### vii. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

viii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

III. IRRIGATION

Company shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. Company will be responsible for controlling the amount of water used for irrigation and any damage that results from overwatering and insufficient watering. Company is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these "watering guidelines" will not be Company's responsibility.

Company will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than Company due to construction, vandalism, or other causes shall be reported to the Customer. Company, if authorized by the Customer, shall repair the damage at a Time and Material rate.

#### IV. MULCHING

Mulch is provided as an additional service. Company will provide this service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

District Office: Orlando, Florida

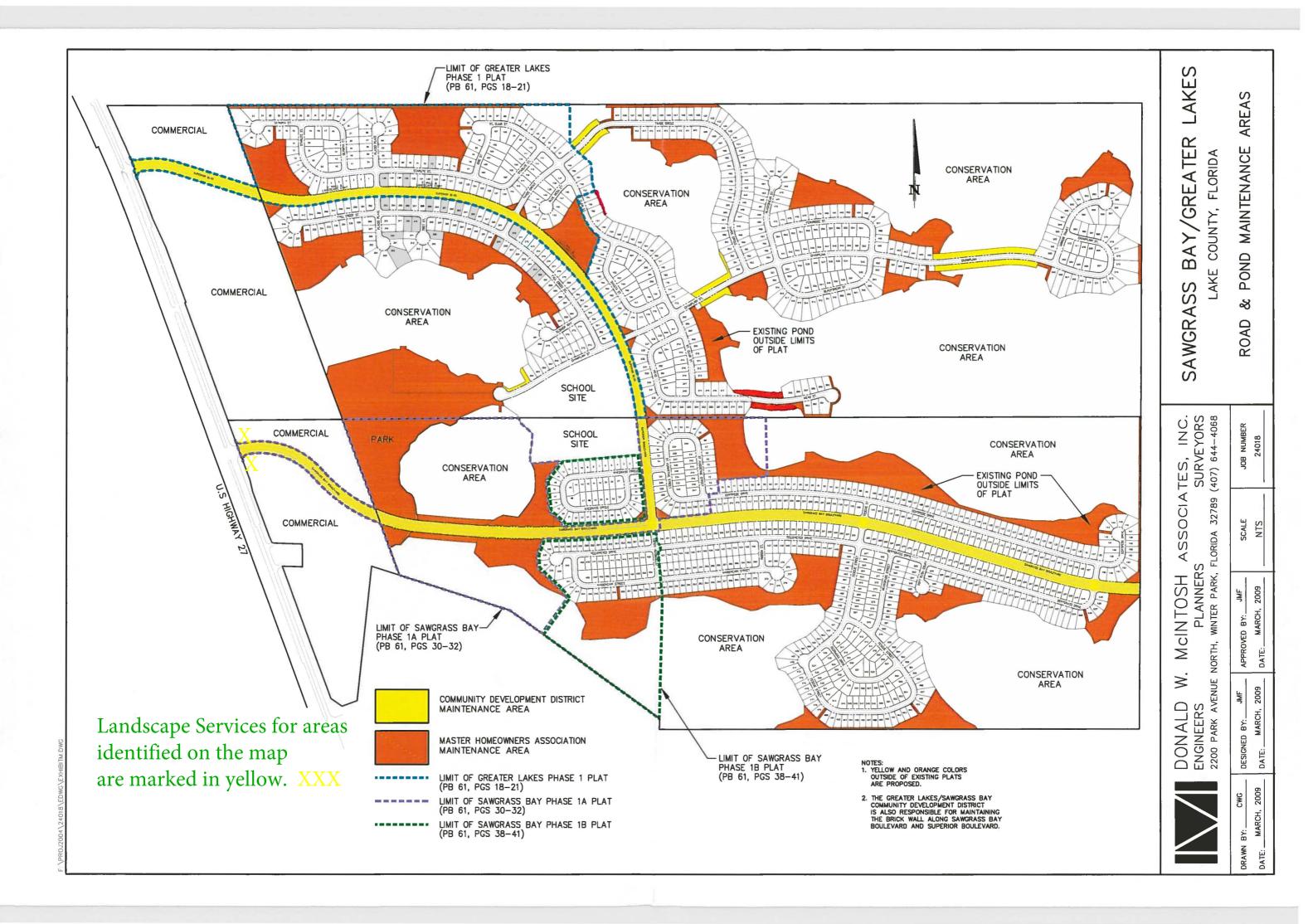
Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

and the second second

www.glsbcdd.org

#### V. ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are provided as an additional service. Company will provide this service for Annual Flowers upon Customer request at an additional cost.





# -THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU AND GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT



Down To Earth Landscape & Irrigation 2701 Maitland Center Parkway Suite 200 (321) 263-2700 dtelandscape.com



**Greater Lakes / Sawgrass Bay CDD** 



May 2023

# **Expert Care and Service**

The name Floralawn is synonymous with expert care and service when it comes to properties across Central Florida. Whether it's your family's personal backyard oasis or a private University with thousands of students, landscapes enhance the way we live, work, and play. Unparalleled industry knowledge coupled with the friendly service of a small operation delivers a package that leaves our clients with a beautiful, wellmaintained landscape that attracts people, adds to their property value, and contributes to their success.

#### **History**

Floralawn was founded in 1993 by Rob Averitt and Rich McDonald. This partnership was created out of the desire to build a company that customers would find easy to work with, cost effective, and above all-deliver the utmost quality. Through sales, acquisitions, and a customer retention rate of over 95%, Floralawn has always put the needs of the customer first. In April 2010, Floralawn acquired Polk Pump & Irrigation, which added the final dimension to the phrase "Total Property Maintenance."

#### Vision

Floralawn's vision is to be the most preferred landscape maintenance provider in Florida to the association, commercial, and residential markets, thus providing a profitable return. Additionally, Floralawn strives to create a stable yet scalable enriching atmosphere and culture for our employees and customers through a sense of servantlike service.

#### Who We are Today

Expansion during a time of sluggish economic activity has always been possible due to Floralawn's financial strength and its commitment to never turning away from the company's core vision. Floralawn has since become one of Central Florida's most trusted landscape maintenance companies and enjoys a diversity of services available to our clients that no other company can match. Floralawn is a proud member of both the Lakeland and Winter Haven Chambers of Commerce and is highly involved with the Community Association Institute.









#### **Our Approach**

Being proactive is paramount when maintaining any property or community. We understand that no two properties are alike; each has different needs and demands that must be treated uniquely. Our employees are diligently trained to treat each property as their own and realize that one size does not fit all.

#### **Services**

Many of Central Florida's most breathtaking homes rely on Floralawn to maintain their landscape. With unique services that meet the needs of individual homeowners, they receive special attention that giant landscape maintenance providers cannot offer. Additionally, Floralawn can easily cater to larger HOA clients; we routinely maintain stunning entryways, challenging common areas, complex irrigation systems, pond beautification features, and problematic pump systems to increase curb appeal and appease even the most finicky homeowner. Filling such an all-encompassing niche gives clients peace of mind knowing a partnership with Floralawn will benefit them for years to come.

#### Knowledge

With constant training and continuing education of each staff member, we pride ourselves on the ability to be an expert source of knowledge in all aspects of property maintenance. Our team of professionals are recognized as experts in their respective fields, covering everything from sustainable landscape to the latest irrigation technology. This expert knowledge not only helps us excel in the landscape arena, but is also valuable in educating our clientele.



#### **Our Location**

#### 734 S. Combee Rd · Lakeland, FL 33801

We are located just south of I-4, Central Florida's major artery. This provides quick and easy access for Floralawn to service customers with a level of response that has allowed us to retain over 95% of our customer base since 1993.



Since 2010, Floralawn has kept a working warehouse stocked with pump and irrigation supplies that we use to service our clients. This warehouse also provides a source of "walk-in" business for the do-it-yourselfers.





# Meet the Team



#### **Rob Averitt**

President

Rob attended the University of South Florida, where he received his degree in Business Administration. Through hard work, dedication, and steadfast faith, Rob and his best friend Rich turned Floralawn from a dream into the industry leader that it is today. Rob holds Certified Pest Control Operator's licenses in both Turf & Ornamentals and General Household Pest Control. He leads his company by example and always puts the customer first.



## Rich Medlong

Fert & Pest Manager

Rich started in the horticulture industry in 1995 as a humble service technician for a large pest control company. During his 18 year stretch in the industry, Rich has been able to gain extensive knowledge in both commercial and residential applications. Rich not only started out as a service technician, but has managed large horticulture companies.



## Brad Thompson

Solivita Branch Manager

Brad has over 20 years of experience in the landscape industry, ranging from major landscape installations to managing large-scale commercial accounts. Brad's knowledge of landscape and maintenance shines due to his extensive experience in Central Florida. Being an industry expert, Brad is utilized as a source of knowledge for every aspect of landscape maintenance. He is also certified in Rainbird's Maxicom 2-wire systems.



## Chris Semko

Orlando Branch Manager

Chris attended Southeastern University where he received his degree in Business Management and Leadership. He has years of Green Industry experience under his belt and has been a valued member of the Floralawn Team since 2006. Chris' "customer comes first" philosophy makes him an asset to each and every property Floralawn expertly maintains.



## **Russ Prophit**

Irrigation Manager

Russel is a second-generation green industry professional with over 4 decades of experience in the irrigation and landscape industry. His experience in all phases of the industry from design, installation, service, consulting and training, Russel provides a level of expertise which is hard to match by most firms in this industry.



#### **Kevin Smith**

Account Manager

Kevin Smith is a Florida native who came to Floralawn with extensive experience in the pest control industry. Beginning as a spray tech in a Lakeland pest control company, he worked his way up to manager, a position he held for 14 years. He now enjoys delivering attentive, comprehensive service to the diverse Floralawn properties under his care.



#### **Damon Smith**

Account Manager

Florida born and raised, Damon Smith owned and operated a successful 17-year lawn-care service with long-term residential and commercial clients. Expert in all aspects of lawn maintenance including irrigation and tree care, Damon now oversees the care of multiple Floralawn properties. He loves working with customers and producing high-quality results.

# Capabilities

Floralawn's unique place in the industry, with a bevy of expert services available under one roof, defines the term "Total Property Maintenance." Although we frequently supply these solutions a la carte, we specialize in being able to package these solutions together to make Floralawn your one and only phone call. On any given property, we can combine landscape maintenance, fertilization, indoor & outdoor pest control, landscape design, and irrigation – providing a complete suite of services for one affordable price. Our clients are able to reduce their overall expenses by procuring these services from one provider.

#### Landscape Management

Whether it's brand-new turf and plantings or the look your property has had for years, it's important to protect your investment. Central Florida is a hotbed of potential threats to your landscape and Floralawn is expertly trained and equipped to keep it looking beautiful. Quality inspections and cutting-edge preventative products provide a proactive approach to stop problems before they start, which saves you time and money.



#### **Fertilization**

Proper fertilization is second only to adequate irrigation, when it comes to the health of your landscape. A thick, lush, green lawn is not only beautiful, but also the best defense against the full spectrum of diseases, insects, and weeds. Our expert knowledge and experience can keep it looking its best year-round.



#### **Pest Control**

When combined with proper fertilization, a proactive pest control program is the best solution possible. Aggressively preventing major infestations will keep your landscape looking its best. Our Integrated Pest Management Professionals can help maximize the beauty, health, and lifespan of your trees, shrubs, and turf.

#### **Enhancements & Beautification**

From replenishing beds with fresh mulch and annuals to a complete landscape design overhaul, Floralawn's Horticultural team of Landscape Designers and Installers can make any building pop with instant added curb appeal. Your property is our canvas, and we take the time and effort to help each client combine their vision with a self-sustaining landscape and Florida-friendly plants wherever possible. With over 15 years of exceeding our clients expectations, you can rest assured that large or small, the job will be done neatly, efficiently, and correctly—the first time, every time.



#### Water Management

Droughts, high water bills, new regulations, violation penalties... Water Management is a hot topic in Florida nowadays. Water is a limited resource and using it wisely is even more imperative now. Proper Water Management goes far beyond merely "fixing sprinklers."



#### Irrigation

Water plays the most vital role in the overall appearance and health of plantings on your property. Making sure enough water is being applied is just as crucial as making sure you aren't running money down the drain. The experts at Floralawn understand that your irrigation system is the main artery that feeds the living, breathing organism known as your landscape.



#### **Pumps & Wells**

Since 1958, we have been the "go-to" pump and irrigation company in Polk County and surrounding areas because of our specialty in servicing and maintaining today's complicated pump systems. Having over 53 years of experience, we enjoy the lasting relationship built not only by providing expert service, but also by being a source of knowledge for our customers.

#### **Indoor Pest Control**

Floralawn's Indoor Pest Control Division couples cutting-edge products and equipment with the industry's leading Integrated Pest Management techniques to provide our customers with what's known as Preventative Pest Control. Our knowledgeable team of Pest Technicians are able to keep homes and businesses pest-free without the use of harsh chemicals inside the buildings. Our nondetectable insecticide products create an invisible barrier around the perimeter, keeping the outside of your structure pest-free year round.

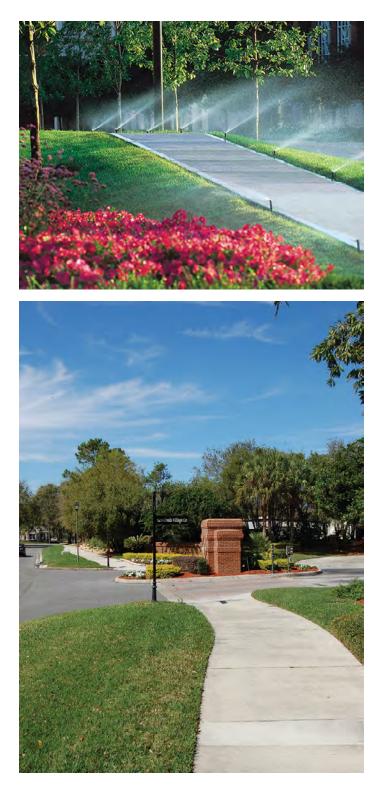


#### **Extra Services**

Deep Root Shrub Feeding Bush-hogging pH Correction Antibiotic Palm Tree Injections Low-Volume Irrigation Property Clean-Up Pond Fountains Turf Painting Landscape Lighting French Drains Pressure Washing Flea Control SUPPORT

# **Customer Service & Support**

Floralawn specializes in large communities with unique challenges. We've developed custom support systems and integrated ways to directly connect with residents. We're big enough to serve you, yet small enough to know you.



#### **Dedicated Phone Number**

Feel confident that when you call Floralawn, we'll pick up the phone. In addition to online support, we will always accomodate our clients by having dedicated phone number just for helping our clients.

#### **Resident-Focused Support**

Whether tending to residents' landscaping or to their communications, Floralawn team members strive to provide attentive care and exceptional service. We know that in this business, quality performance and responsive customer support result in happy people. Our work-order interface provides residents with an easy-to-use system in which they are heard, acknowledged, and responded to.

#### 24/7 Emergency Services

We care about the properties we manage and the people who inhabit them. When the unforseen happens, we'll be there when you need us. Call our dedicated number for 24/7 support.

#### Work Order System

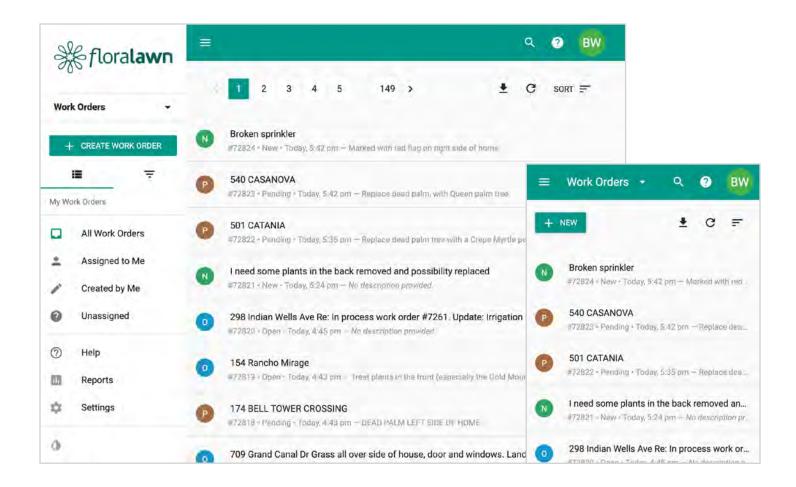
Utilize our online work order system to create and track work orders for your property. Managers and residents can easily create an account and get started right away.

#### **On-Site Management**

We understand that for many residents, speaking in person with a manager is preferable to discussing an issue via email or phone. For this reason, a manager always accompanies Floralawn crews and is available onsite for communication and problem-solving. **SUPPORT** 

# Work Orders

When we first opened the doors, our work order system mergly consisted of pen and paper. Over the years we've evolved into an online work order system capable of handling support tickets directly from the residents themselves.



#### **Resident Accounts**

Depending on factors, residents can create an account and manage their work orders from start to finish.

#### Communication

Our team members stay in constant communication through work order status updates and direct messages.

#### **Trackable Results**

Our portal-based work-order system provides an easy way for residents to inform Floralawn about issues that need to be addressed. This system provides trackable progress and detailed reporting.

#### **Resident Training**

We provide regular training sessions with residents on how to use the work order system.

# **Your Community**



#### Your Community

Floralawn has the capabilities to address every present need and demand in your development. Irrigation management is paramount in any successful landscape, and when coupled with proper maintenance, fertilization, and pest control practices, plants and turf can reach their full potential. Increasing curb appeal is always our top priority and end goal. Returning your landscape to its intended condition will be achieved through restorative and proactive key processes in your development.

#### **Community Curb Appeal**

Curb appeal is important for maintaining property value and resident retention. Floralawn can help increase the success of your curb appeal by adding cost-efficient annual flowers in highly visible areas. These plantings can be rotated throughout the year to accompany the changing seasons and to facilitate a dynamic color palette all year long. Floralawn staffs an expert Landscape Designer that can assist with proper plant selections that would best suit location and soil conditions when the time arises to replace or enhance your landscape. We would also focus a tremendous amount of effort into restoring the vigor of the grass and turf already present on the property, creating an instant result at no extra cost to the Association.

#### Communication

Floralawn understands that communication does not end at the contract's scope and terms; rather, this is where it begins. When dialog is established between Floralawn and your community, being proactive becomes second nature. Open, unfettered communication is a crucial element for any successful relationship in the landscape industry, especially in a day and age of so many regulations, rules, and complex systems.

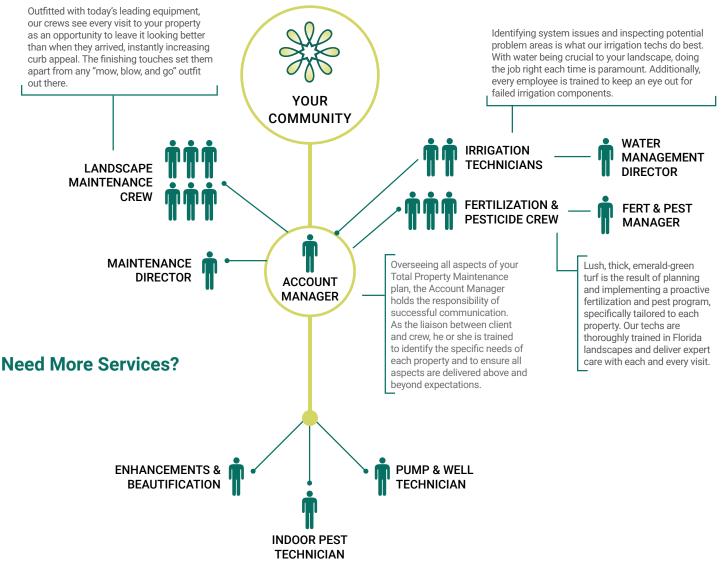




# **Personnel Structure**

Every Employee at Floralawn understands that each property is unique and demands their full attention each time they step foot on it. This understanding is essential to the success of your property, and every day we strive to make your property look its absolute best. Instilling this "ownership" of our clients' properties in each individual employee is how we start our Customer Service Experience.

#### What To Expect From Floralawn





Total Property Maintenance involves many moving parts, and your Account Manager serves as the central cog in the machine, ensuring your total satisfaction. Detailed quality assurance checks from the Account Manager means that your property is always under a watchful eye. Should you ever have a question or concern, one phone call is all it takes.

#### PORTFOLIO

# Solivita



#### Details

Туре	Master-Planned
Location	Kissimmee, FL
Homes	4,300
Community Pools	13
Turf	30 Million Sq Ft

#### Contact

H. Donovan Brown, PhD President of Landscape Committee 863-513-3861

#### **Overview**

Solivita is one of Florida's largest active adult communities. With over 4300 homes, this community boasts a large towncenter, 13 pools, and miles of roadway cart path. Every single house recieves a full compliment of landscape services on a regularly scheduled basis including mowing, edging, plant bed detailing, irrigation, fertilization, and pest control. To manage the large amount of homes and the overwhelming amount of possible support requests when taking the community over, Floralawn implemented a custom, online work order system that allows each homeowner to submit support tickets under their own account.







"Floralawn has provided the highest level of customer service... better than we have ever experienced."

#### PORTFOLIO

# Bellalago



#### **Details**

Туре	
Location	
Turf	
Landscape Beds	
Roadway Edging	

#### Contact

Kraig Carmickle 877-221-6919 Vice President Evergreen Lifestyles Management

Master-Planned

Kissimmee, FL

6 Million Sq Ft

500K Sq Ft

400K Ln Ft

#### **Overview**

Bellalago is a massive master-planned community located on coveted Lake Toho that has more than 1200 homes, over 4 miles of roadways, 2 amenity centers, 4 entrances, and over 30 lakes. This community boasts long stretches of road enveloped with mature landscaping and plush turf. Bellalago's amenities is something to be expected from a 5-star resort and is fully equipped with active staff. The amenity center is nestled in front of a serene view of Lake Toho that sport it's own boat access. Residents have the priveledge of walking the curvy dock to enjoy the quietness that a large lake brings. Bellalago is one of Kissimmee's largest community developments and is a much sought-after place to live.







"We couldn't be more happy with Floralawn. We look forward to a longlasting relationship."

((

# SummerGlen



#### **Details**

Start Date	2019
Туре	Master-Planned
Location	Ocala, FL
Townhomes	40
Turf (Common)	500,000 Sq Ft
Homes	950 Built

#### Contact

Leland Management	352-245-0432
Ed Stein	352-553-2433

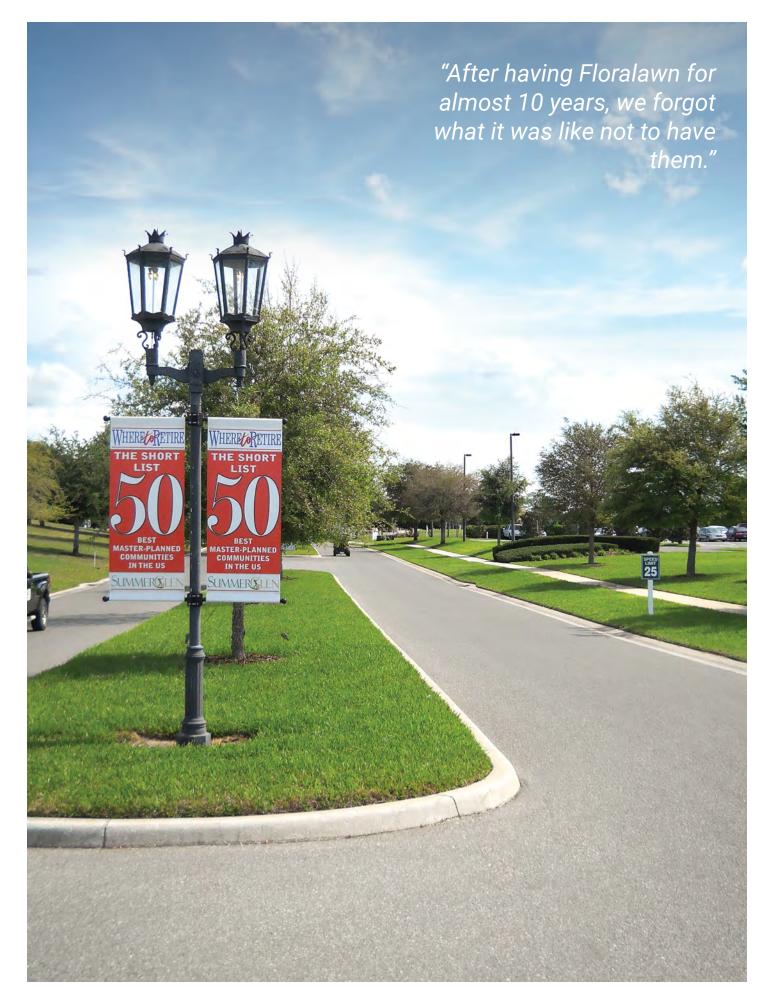
#### **Overview**

Pleasing a Property Manager, multiple builders, and over 1,500 residents consistently is a daily task at SummerGlen. Named one of Where To Retire Magazine's 50 Best Master-Planned Communities four consecutive times, SummerGlen expects and receives the highest quality care and professional service from their landscape service provider. Floralawn works closely with the Property Management staff to create detailed scheduling for all landscape events, from daily mowing to routine fertilization and pest control treatments. Consistency is paramount when maintaining a property of this size and caliber, and SummerGlen has been proud to partner with Floralawn for their needs for over three years. Floralawn was a contractor from 2009 - 2016. In 2019, Summerglen rehired Floralawn for all its landscape needs.









# Oakbridge



#### **Details**

Start Date	2009
Туре	Master-Planned
Location	Lakeland, FL
Sidewalk	9.6 Miles
Roadway	4 Miles
Turf	755,000 Sq Ft

#### Contact

Steve Allen Property Manager (863) 686-3700

#### **Overview**

As the gateway to five distinct high-end communities in one of the fastest growing areas of Lakeland, Oakbridge at The Grasslands stands as a picturesque winding road enveloped by the landscape of plush green grass and sprawling majestic oaks. Pops of bright color explode throughout the median in the forms of beautifully blooming tabebuia and crepe myrtle trees. Floralawn has risen to the challenge of maintaining such a diverse landscape, not to mention keeping nearly 10 full miles of hardscaping edged cleanly. Nearby shopping, multiple lakes, a walking trail, and exercise stations bring a lot of foot traffic through Oakbridge, and Floralawn understands that it's putting effort into the smallest details of the landscape that make this property shine.







"Overall the turf fertility, weed control, pruning, and shaping increases the property's appearance."

# Arden Park



#### **Details**

Start Date	2018
Туре	Master-Planned
Location	Ocoee, FL
Turf Grass	250,000 Sq Ft

407-586-4066

Contact Michelle Barr

Lennar

#### **Overview**

Arden Park North offers innovative homes in Ocoee's newest community, located directly off the famous West Orange Trail. The gated community includes amenities such as a swimming pool, cabana, a playground, a tot lot, a park and a trail. Floralawn successfully maintains the landscape in and around these high traffic zones as well as all of the common area.

Arden Park has a multitude of amenities that attract residents at all times of the day. Maintaining these areas during off-times and weather permitting can be a challenge.







"The service has been great with sincere caution to the high-traffic areas of our community."



# Christina Hammock



#### **Details**

Start Date	2001
Туре	Master-Planned
Location	Lakeland, FL

#### Contact

Jon Gross	201-835-2162	
Self-Managed Property		
Grounds & Maintenance		
Committee Chairman		

#### **Overview**

For over 10 years, Floralawn has maintained the common areas and houses within Christina Hammock, helping it grow from the initial three houses into the sprawling 85 homesite community it is today. Many residents know our crew leaders and management staff by name, and all have peace of mind knowing our professional team will consistently maintain well-manicured lawns and shrubs, lush turf that is free of pests and weeds, and properly working irrigation. Residents also enjoy the extra touches, such as the seasonal flash of flair that Floralawn adds by installing fresh annuals in the clubhouse's flower beds for the holidays.

# **Arlington Ridge**



#### **Details**

Start Date	2015
Туре	CDD
Location	Leesburg, FL

#### Contact

**Terry Schnell CDD** President

000	
Leesburg, FL	

(404) 431-0028

#### **Overview**

Arlington Ridge homes are being built by FLC, one of Central Florida's most respected homebuilders and winner of national awards for building the best Florida over 55 communities. All of us at FLC have one goal: to create a truly excellent way of life for our customers to enjoy at our independent senior communities.Located in an uncrowded setting in the heart of Central Florida's beautiful Lakes region, Arlington Ridge retirement living is less than an hour from Orlando's resort attractions, dining & entertainment, and international airport.

LICENSURE

# **Qualified to Serve You**

#### Insurance

We carry full coverage. Should an accident or damaging event occur, our liability and workers comp insurance affords complete protection to clients, residents, and our own staff. We keep our insurance updated and current for everyone's security and peace of mind.

Туре	Policy #	Expiration	Insurer	Limits
Commercial General Liability	21UENOL4446	09/19/2023	Twin City Fire Insurance	\$2,000,000
Automobile Liability	21UENOL4791	09/19/2023	The Hartford #916	\$1,000,000
Umbrella Liability	21HHUOL4447	09/19/2023	Hartford Casualty Ins Co	\$3,000,000
Leased Equipment	85325456	09/19/2023	United Fire & Casualty	\$100,000

#### Licensure

All Floralawn team members are licensed by the state they are working in for their tasks and responsibilities. These may include consulting, design work, planning, landscaping, fertilizing, pest control, aquatic controls, and irrigation. Licensing ensures knowledge of and compliance with state regulations in all aspects of landscape management.

Туре	License #	Expiration	Issued By
Business Tax Receipt	118675	09/30/2023	Polk County
Agriculture Products Dealer	69915-6	06/11/2023	State of Florida Dept of Agriculture
Pest Control Operator	JF138494	06/01/2023	State of Florida Dept of Agriculture

#### Certifications

In addition to being licensed and insured, team members also hold individual certifications in their particular areas of specialty. Certifications demonstrate mastery in a field that enables team members to provide exceptional service.

Туре	Reference #	Issued	Qualifier
Stormwater Management Inspector	16795	08/08/2007	FL Dept of Environmental Protection
Maxicom Software	``	09/14/2012	Rain Bird
Best Management Practices	13188, 9797, 8588	2010 - 2011	FL Dept of Environmental Protection

#### TESTIMONIALS

# What Our Clients Say



I have had the pleasure of working with Floralawn in general for the past 3 years and more specifically at an on-site property for the past year. I have found Floralawn to be professional, courteous, and responsive. They have provided excellent service in their work and more importantly have been very responsive to the needs of the residents.

#### Matt Davidson

Senior Licensed Association Manager Leland Management

# SUMMERGLEN

Floralawn has provided outstanding landscaping services to our community for over 10 years. They have been an excellent partner. The staff on site are courteous and professional. They demonstrate high levels of concern for our property and have taken ownership in delivering great products and services.

#### **Gary Gulino**

President 2020 SummerGlen Board of Directors



A couple years ago, a group of residents took up a collection to throw a luncheon for the workers. There was such a large outpouring that it not only afforded a nice lunch but a significant gift to each of the ahrdworking workers. I believe that was a testament of the community support for Floralawn.

H. Donovan Brown PhD Landscape Committee Solivita

# BE((ALAGO" | ISLES OF BE((ALAGO"

Floralawn has applied their landscape practices & knowledge to solving landscaping issues within my two current associations with fantastic results. Floralawn has a high respect for "customer service" such as; when issues arise they are dealt with quality and in a timely manner, taking on extra projects that are not contracted and submitting weekly reports to all property managers in a timely manner explaining the work performed in a clear and concise form.

#### **Kraig Carmickle**

CEO Evergreen Lifestyles Management



I have had the pleasure to have Rob Averitt and Floralawn, Inc. work for our companies for over 15 years now. Through that time, they have done our irrigation work, our landscaping work, and most important, our property landscape management work.

I am often hesitant to recommend sub-contractors and vendors, but I would not only recommend Rob's company, but I would also recommend him personally. They are a top-tier company who do things the right way. That comes from the top and it is a pleasure to be associated with companies that do business that way.

#### Robert J. Salzman

Principle FLC Companies PROPOSAL

# Pricing

#### **Greater Lakes/Sawgrass Bay CDD**

**May 8, 2023** Proposal valid for 60 days

% Carol Brown Rizzetta & Company, Inc. 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614

We sincerely appreciate the opportunity to propose how Floralawn can help enhance the quality of your landscape. Our proposal includes integrating a custom maintenance plan to meet the needs and demands of your property while considering service expectations and community budget.

We hereby propose the following for your review:

## Landscape Management

Service	Monthly	Yearly
Landscape Maintenance	\$10,360	\$124,320
Shrub Fertilization Program	\$106	\$1,272
Monthly Irrigation Inspection	\$360	\$4,320
Total	\$10,826	\$129,912

# **Additional Services**

Enhancements and additional services are available on an a la carte basis. These include mulching options, seasonal plant selections, turf upgrades, and special treatments.

Service	Qty	Price	Total
Mulch	300 Yards	\$60	\$18,000
Palm Pruning	107	\$60	\$6,420
Annual Flowers (250 4" plants per rotation)	1000 4" plants	\$2.50	\$2,500

PROPOSAL

# **Scope of Services**

## Turf Care

#### Mowing

Rotary lawn mowers will be used with sufficient power to leave a neat, clean, and uncluttered appearance <u>42 times</u> per calendar year (Floratam) and <u>42 times</u> per calendar year (Bahia) depending on growing season and conditions. It is anticipated that mowing services shall be provided weekly during the growing season <u>April through October</u> and every other week during the non-growing season or as needed <u>November through March</u>.

#### Trimming

Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by a string trimmer. When string trimming, a continuous cutting height will be maintained to prevent scalping.

#### Edging

All turf edges of walks, curbs, and driveways shall be performed every mowing (<u>42 times</u> per year). A soft edge of all bed areas will be performed every other mowing (<u>21 times</u> per year). A power edger will be used for this purpose. A string trimmer may be used only in areas not accessible to a power edger.

#### Fertilization

Bahia turf areas may be fertilized and treated with insect/disease control at an additional cost that is outside of the scope of work for this contract.

# Tree, Shrub, and Groundcover Care

#### Pruning

All shrubs and trees (up to 10 feet) shall be pruned and shaped a maximum of 10 times per year to ensure the following:

- 1. Maintain all sidewalks to eliminate any overhanging branches or foliage which obstructs and/or hinders pedestrian or motor traffic.
- 2. Retain the individual plant's natural form and prune to eliminate branches which are rubbing against walls and roofs.
- 3. The removal of dead, diseased, or injured branches and palm fronds will be performed as needed
- 4. Ground covers and vines can maintain a neat and uniform appearance.

#### Weeding

Weeds will be removed from all plant, tree, and flower beds <u>**18 times**</u> per year. This incorporates <u>**2 times**</u> per month during the growing season and <u>**1 time**</u> per month during the non-growing season on an as-needed basis. Mechanical and chemical herbicides will be used as control methods.

#### Fertilization

Palms and hardwood trees will be fertilized <u>2 times</u> per year. Shrubs and groundcovers will be fertilized <u>2 times</u> per year. All fertilizations of tree, shrub, and groundcovers will be designed to address site specific nutritional needs. Timing of applications will be adjusted to meet horticultural conditions.

#### **Insect, & Disease Control**

All landscape beds shall be monitored and treated with appropriate pesticides as needed throughout the contract period. Plants will be monitored and issues addressed as necessary to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit. FloraLawn does not guarantee the complete absence of any insect or disease. We will, however, notify the customer and provide professional options at an additional cost outside the scope of this contract.

# Irrigation

#### Overview

At the commencement of the contract, we will perform a complete irrigation evaluation and furnish the customer with a summary of each clock and zone operation. FloraLawn will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. FloraLawn is not responsible for turf or plant loss due to water restrictions set by city, county, and/or water management district ordinances.

#### Inspections

All irrigation zones shall be inspected <u>1 time</u> per month to insure proper operation. All zones will be turned on to check for proper coverage and any broken irrigation components. Management shall receive a monitoring report after each monthly irrigation inspection.

#### Repairs

Any repairs that have been caused by FloraLawn will be repaired at no cost. All repairs to the irrigation system other than those caused by FloraLawn will be performed on a time and materials basis with the hourly labor rate being **<u>\$65.00 per hour</u>**. Faults and failures of the irrigation system communicated to Floralawn will be addressed in a fair and responsible time period, but FloraLawn cannot guarantee a specific time response.

# Miscellaneous

#### Clean-Up

All non-turf areas will be cleaned with a backpack or street blower to remove debris created by the landscaping process. All trash shall be picked up throughout the common areas before each mowing 42 times per year. Construction debris or similar trash is not included. Trash shall be disposed of offsite.

#### **Optional Items & Additional Services**

- 1. Landscape design & installation
- 2. Sodding and/or Seeding
- 3. Annual flower bed design & installation
- 4. Mulching
- 5. Thin & prune trees over 10' in height
- 6. Prune Palms over 15' of clear trunk
- 7. New plant installation
- 8. Leaf clean-up
- 9. Pump Maintenance
- 10. Pump repair & installation

# **OUR PROMISE TO YOU**

When you choose Floralawn, you will find your expectations met or exceeded with the convenience of one point of contact. We will be professional and proactive in our practices while using high-quality people, efficient systems, updated technology, and competitive pricing. We look forward to serving you and assure you that when you choose us, you have gained the best company in the business.



P.O. Box 91597 Lakeland, FL 33804

863-668-0494 www.Floralawn.com

facebook.com/Floralawn



Greater Lakes Sawgrass Bay Community Development District Clermont, Florida

# TABLE OF CONTEN

## INTRODUCTION

- Company Service Overview
- Sample Reports/Schedules

## PROPOSAL

• Action Plan & Proposal

## **OUR SERVICES**

More Than Just Maintenance

## QAULIFICATIONS

Certifications & Licenses

## PORTFOLIO

• Juniper Communities

Submitted by: Susan Chapman King Client Relations Manager 407-717-6557



Dear Carol & Board of Directors:

Thank you for the opportunity to be a part of your landscape maintenance contract bidding process for Greater Lakes Sawgrass Bay CDD. At Juniper, we understand that each project is unique because no two clients are the same. We bring a straightforward, focused analysis to each property's individual needs. Our commitment to quality, dependability, and industry best practices drives us forward. This commitment empowers us to meet our clients' requirements and to serve their expanding needs as our relationship continues to grow.

Juniper has been servicing communities throughout Florida for over 20 years and our skilled teams are dedicated to your landscape initiatives.

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 407-717-6557.

Thank you,

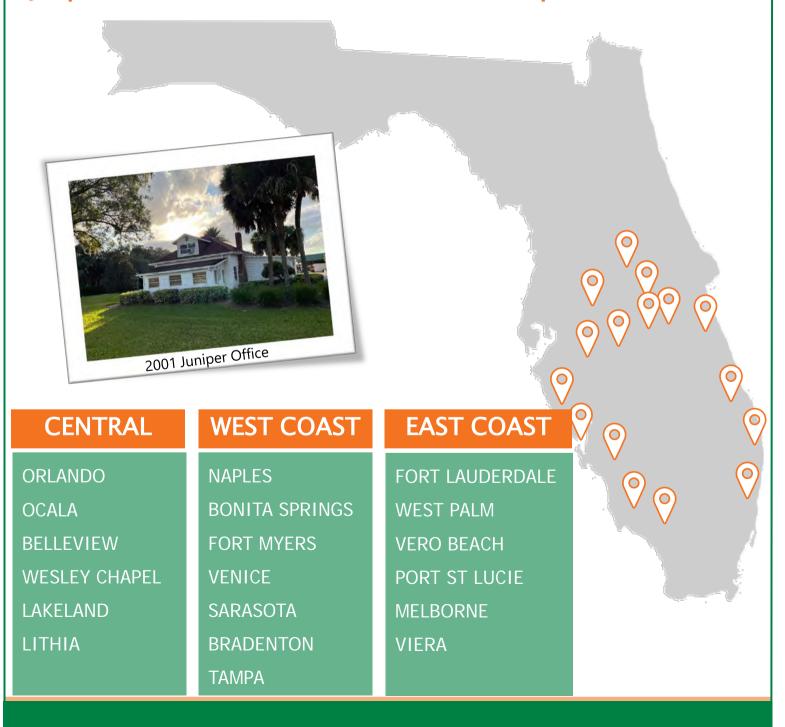
Susan Chapman King Client Relations Manager 407-717-6557 Susan.chapman@juniperlandscaping.com Junipercares.com

# ROOTED IN FLORIDA HOW IT ALL STARTED



Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



# **COMPANY OVERVIEW** SERVICES & QUALIFICATIONS



## DESIGN



# BUILD



# MAINTAIN



# Resources & Qualifications

- 1,800+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape
   Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer

# LOCAL BRANCHES YOUR LOCAL LANDSCAPE EXPERTS

## ORLANDO – EAST

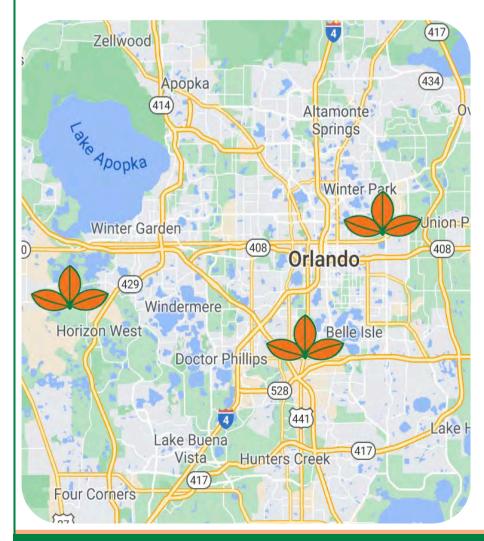
7032 Old Cheney Hwy. Orlando, FL 32807

## ORLANDO – WEST

4000 Avalon Rd. Winter Garden, FL 34787

# ORLANDO – SOUTH

285 E Oak Ridge Rd. Orlando, FL 32809



Our Juniper team members live in your area and are familiar with the local landscape palette.

We provide you with complete landscape services:

- Maintenance
- Irrigation
- Fertilization
- Pest Control
- Arbor Care
- Seasonal Color
- Storm Prep/Recovery
- Landscape Design
- Installation



# CLIENT TEAM RESOURCES



# **DESIGN - SUPPORT TEAM**

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

# **BUILD - SUPPORT TEAM**

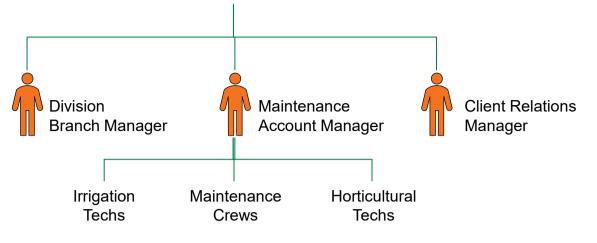
- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

# **MAINTAIN - SUPPORT TEAM**

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

- A Sense of Urgency
- A Constant Communicator
- Mission Over Ego
- We Do What We Say
- Relentless
- Grow and Adapt

# JUNIPER CLIENT TEAM



# **BRANCH MANAGER**

Oversees the overall quality of the project, ensures contract items are completed timely and communication reports are being completed. Works with account manager on managing all tree pruning and enhancements.

# ACCOUNT MANAGER

Works with association manager on updating of schedules and the quality control and verification of completion of work orders. Manages all service requests related to maintenance services and manages crews to meet scheduled services.

# **IRRIGATION TECHNICIAN**

Performs inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

# FERTILIZATION & PEST CONTROL TECHNICIAN

Performs regular inspections for shrub and lawn damaging insects such as mealybugs, aphids, spider mites, chinch bugs, sod webworms, and grubs.

# **TURF MANAGEMENT**

Our account managers perform regular inspections for lawn damaging insects such as chinch bugs, sod webworms, and grubs. This, combined with our comprehensive irrigation and fertilization program, will keep turf areas thick and healthy.

# SHRUB MANAGEMENT

Detailing includes trimming and pruning of all shrubbery, ornamental trees, and groundcover, removal of tree suckers, as well as the defining of bed lines and tree saucers. Our "weed first" approach ensures the spraying of pre and post emergent herbicides and pulling existing weeds is the project foreman's priority.

# **FERTILIZATION & PEST CONTROL**

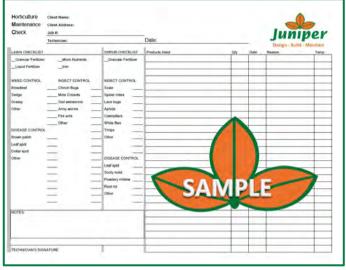
Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.

# WATER MANAGEMENT

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned into the property manager for authorization.

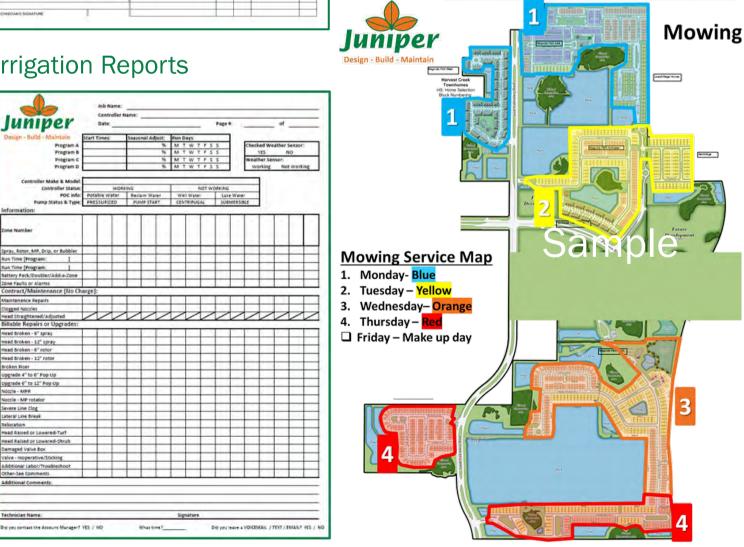
# **SERVICE REPORTS & MAPS SAMPLES**

## Fertilization & Pest Reports



**Regular service schedule** maps are created for each community.

## Service Rotation Map



# **Irrigation Reports**

uniper

Spray, Rotor, MP, Drip, or Babble

un Time (Program an Time (Program

eged Nozzles

vere Line Clog ateral Line Break elocation. lead Raised or Lowered-Turf read Raised or Lowered-Shrub amaged Valve Box ive - inoperative/Sti dditional Labor/Troubleshoo

Technician Name

ead Broken - 6" spray

ad Broken - 12" spra ead Broken - 6" rotor ad Broken - 12" rotor Upgrade 4" to 6" Pop Up Upgrade 6" to 12" Pop Up czle - MP rotato

rogram Make & Mod POC info np Status & Type

District Office: Orlando, Florida

Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.glsbcdd.org

#### LANDSCAPE MAINTENANCE PROGRAM

#### I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

Mower blades will be kept sharp to prevent the tearing of grass blades.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1" to 2" in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green Lip.

All Bermuda Sod shall be maintained at a mow height of 1".

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

Frequency of edging shall correspond to frequency of turf mowing.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of Company.

#### <u>District Office: Orlando, Florida</u> <u>Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.glsbcdd.org</u>

Seasonal Leaf removal is not part of the service package, but it can be provided upon Customer request at an additional per hour cost inclusive of proper mulching/removal of the leaf fall.

v. Fertilization

Irrigated Turf shall be fertilized appropriately (no more than four times year year) to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas are in top condition. Company can provide service upon Customer request at an additional cost.

All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control

Company will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. Company will strictly comply with all state and federal regulations.

Company employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

District Office: Orlando, Florida

Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.glsbcdd.org

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

Company can provide services for Palms over a maximum height of 12' upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1" diameter branches will be removed. Extensive cutbacks ("Hat Racking") will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

Company can provide service for Crape Myrtles over a maximum height of 12' and "Hat Racking" upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Fertilization

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of Company.

District Office: Orlando, Florida

Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

www.glsbcdd.org

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

#### vii. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

viii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

III. IRRIGATION

Company shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. Company will be responsible for controlling the amount of water used for irrigation and any damage that results from overwatering and insufficient watering. Company is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these "watering guidelines" will not be Company's responsibility.

Company will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than Company due to construction, vandalism, or other causes shall be reported to the Customer. Company, if authorized by the Customer, shall repair the damage at a Time and Material rate.

#### IV. MULCHING

Mulch is provided as an additional service. Company will provide this service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

District Office: Orlando, Florida

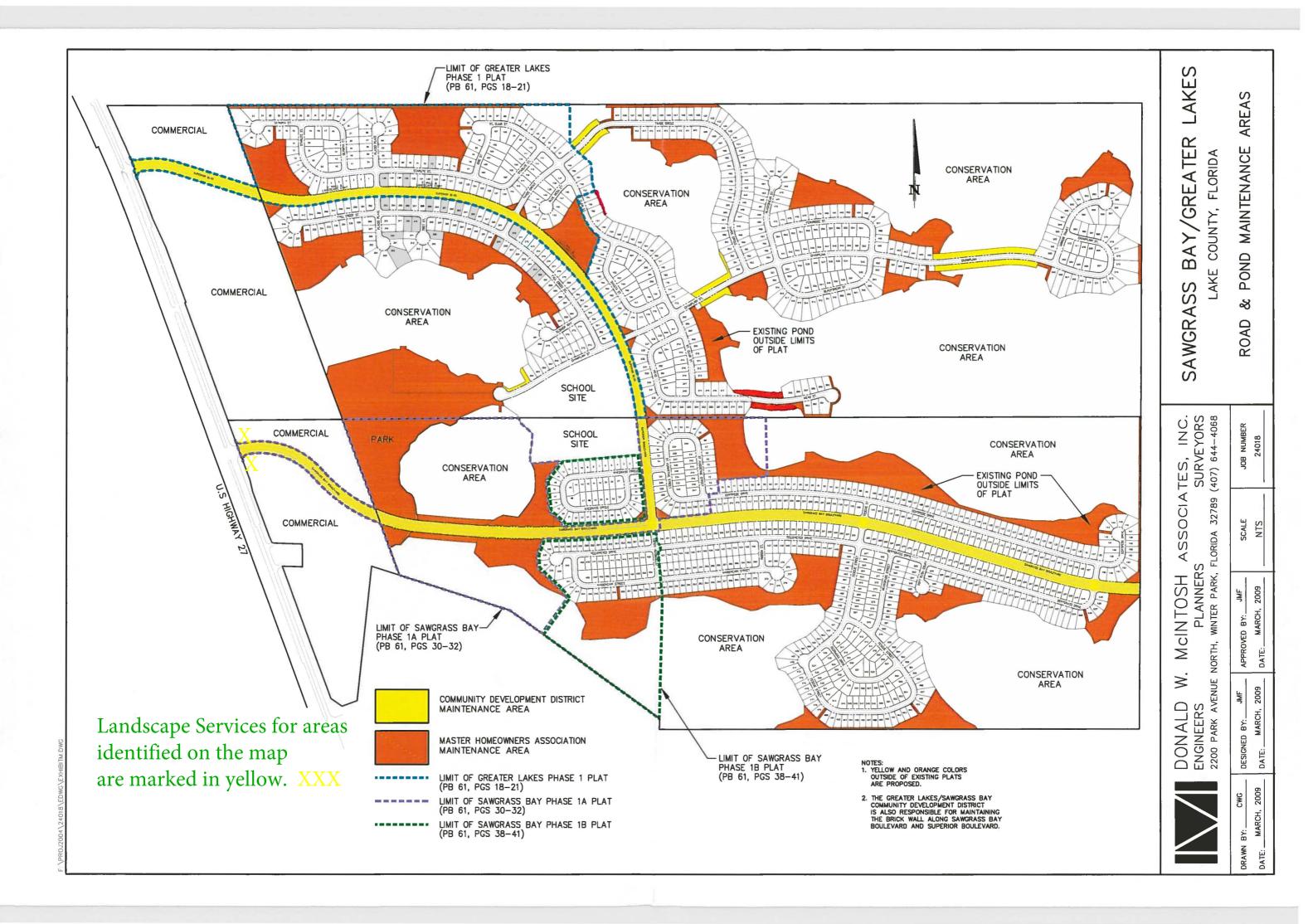
Mailing Address: 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614

and the second second second second

www.glsbcdd.org

#### V. ANNUAL FLOWERS MAINTENANCE PROGRAM

Annual Flowers are provided as an additional service. Company will provide this service for Annual Flowers upon Customer request at an additional cost.





#### Landscape Maintenance Agreement

#### Property Name: Great Lakes Sawgrass Bay CDD - Maintenance Company Name:

2023 Landscape	Great Lakes Sawgrass Bay CDD - Maintenance	Included Services
Maintenance Estimator JP		

Description of Services	Frequency	Cost per Occ.	Annual Cost
General Maintenance Services			
General Landscape Maintenance Services	38	\$3,666.59	\$139,330.42
Fertilization Program Turf & Shrubs (See Scope for Details)	2	\$5,344.77	\$10,689.54
Insect and Disease Control	12	\$627.73	\$7,532.76
Irrigation Wet Checks	12	\$1,023.76	\$12,285.12
	Annual Mai	\$169,837.84	

#### **Optional Services**

Description of Services	Frequency	Cost per Occ.	Annual Cost
Annual Flower Installation -Unit Cost		\$2.25	\$2.25
Mulch - Optional (243 yds @ 1.5")	1	\$12,636.00	\$12,636.00
Palm Pruning - Optional		\$37-\$110.00	\$37-\$110.00
Service Terms		\$0.00	\$0.00

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
July	\$14,153.15	\$0.00	\$14,153.15
August	\$14,153.15	\$0.00	\$14,153.15
September	\$14,153.15	\$0.00	\$14,153.15
October	\$14,153.15	\$0.00	\$14,153.15
November	\$14,153.16	\$0.00	\$14,153.16
December	\$14,153.15	\$0.00	\$14,153.15
January	\$14,153.16	\$0.00	\$14,153.16
February	\$14,153.15	\$0.00	\$14,153.15
March	\$14,153.16	\$0.00	\$14,153.16
April	\$14,153.15	\$0.00	\$14,153.15
Мау	\$14,153.16	\$0.00	\$14,153.16
June	\$14,153.15	\$0.00	\$14,153.15
	\$169,837.84	\$0.00	\$169,837.84

#### **PAYMENT SCHEDULE**

By Susan Chapman King

By

Date

Print Name

Susan Chapman King

Print Name

Date 5/5/2023

Juniper Landscaping of Florida LLC

Great Lakes Sawgrass Bay CDD -Maintenance

# <mark>Sawgrass Bay C</mark>DD



Juniper is pleased to offer our landscape expertise Westridge CDD.. You will experience peace of mind due to our history of working with a wide variety of properties, each with their own unique needs.

Our goal is to provide dependable high-quality service, healthy plant material, competitive pricing, and constant communication.

The following action plan shows how Juniper will help you achieve your landscape goals with our team of experienced professionals.

## **Our top priorities for your community are as follows:**

Priority Item #1 Initial start up irrigation inspection for the community with maps and recommendations of irrigation needs for the community.

Priority Item #2 Horticultural assessment of turf and plant health for the community.

Priority Item #3 Introduction of the Juniper team. Mowing and detail schedule maps will be provided for the community.



# **START UP: COMMUNICATION**



PROPOSAL

# At Juniper, we know an effective communication plan is essential for a smooth start up and the key to delivering superior customer service.

## **COMMUNICATION PLAN**

Juniper schedules and hosts recurring 30-minute ZOOM meetings (prior to actual startup and ongoing afterward).

#### **SCHEDULE**

- -30 days prior to start date Every other week ZOOM (20-30 Minutes)
- First 90 days after start date Every Other Week ZOOM (20-30 minutes)
- -4<sup>th-</sup> month thru 6<sup>th</sup> month Monthly ZOOM (20-30 minutes)

#### ATTENDEES

Who is typically included in these meetings?

Juniper

- —Account Manager
- -Branch Manager
- -Other Juniper staff depending on current issues
- Your Association (You Choose)
  - Property Management
  - Interested Key Landscape Committee Members
  - Interested Board Members

#### **PURPOSE**

- The intent of the ZOOM meeting is to create and maintain a convenient way for Juniper to provide quick updates, get quality feedback, identify issues, generate ideas, create strong communication and set us all up for success.
- These meetings are in addition to any regularly scheduled walk-thrus or onsite meetings between Manager/BOD and Juniper.

#### AGENDA

- Juniper Account Manager & Branch Manager Operations update
- Manager/BOD Feedback, requests, suggestions, immediate issues/concerns
- Identify clear next steps



# **START UP: FIRST 60 DAYS**



PROPOSAL

## LANDSCAPE MAINTENANCE

### SERVICE REQUEST MEETING

Meet with association management to review and prioritize all open service requests and any outstanding work orders.

### JUNIPER ADVANCE PROPERTY MAPPING

Complete drone flight of community and upload mapping.

#### DETAILED PROPERTY REPORT

A detailed report with photos will be submitted to the BOD/Manager to provide insight into the areas that can be improved quickly, as well as those that may take additional work. This thorough report will give a point of reference of where the property was at take over and act as a benchmark for future performance.

### SCHEDULE OF SERVICES MAP

Production team is working on the schedules that will be provided to the HOA.

- □ Irrigation Wet Check Schedule
- Mowing Schedule
- □ Shrub Pruning Schedule

### PROPERTY MOWING TECHNIQUES

Uniformed crews begin proper and corrective mowing techniques using daily sharpened and clean blades, mowing at a proper height for the St. Augustine turf areas.

### PROPER PRUNING TECHNIQUES

Uniformed crews begin proper and corrective pruning techniques, using clean, sharp shears and loppers.

### WEED CONTROL

Uniformed crews begin weeding and cleaning of beds, applying herbicides, and correcting bed lines.

### IRRIGATION

Set meeting with management and landscape/irrigation committee to discuss open items along with any concerns, and to set the starting point for the irrigation maintenance check.

# **START UP: FIRST 60 DAYS**



PROPOSAL

## FERTILIZATION AND PEST CONTROL

## ADDRESS IMMEDIATE ISSUES

Areas with active pest issues will be addressed immediately.

## L&O EVALUATION REPORT

A detailed report which evaluates the property based on the health and vigor of the lawn and landscape will be submitted to the BOD/Manager.

## SOIL TESTING

Collect soil samples from various locations of the property to send to A&L Labs or to the University of Florida for analysis. This data is the basis of how we will tailor the fertilization program going forward.

## CORRECTIVE PLAN

Areas with pest, fungus, or weeds will be documented with pictures and a corrective plan will be put in place. Weed varieties or pest issues that cannot be eliminated due to environmental conditions and/or restrictions will also be documented and brought to the BOD/Property Manager's attention.

- Begin treatment of turf/shrub damaging insects
- Begin treatment of turf/shrub disease
- Begin fertilization of turf areas.
- Begin fertilization of shrub bed areas, trees and palms

## ANNUAL FLOWER DISPLAY

## PLAN TO IMPROVE ANNUAL FLOWER DISPLAYS

- Review soil conditions (soil amendments may be needed).
- Provide options based on season.
- □ Work with landscape committee to develop plan for the entire year so we can look at contract growing flowers.

# **START UP: FIRST 60 DAYS**



PROPOSAL

## **INITIAL IRRIGATION INSPECTION**

Evaluation of all key elements of the irrigation system with an Initial Irrigation Evaluation Report to be submitted to the BOD/Manager.

Our irrigation team along will inspect all irrigation controllers & review functionality.. We will be looking for faulted communication errors & abnormal milliamp usage which could also cause intermittent communication issues between controllers & valves. Controllers will also be inspected for proper grounding & grounding rods.

## **FIELD INSPECTIONS**

- □ Inspect for faulty zones.
- □ Inspect all wire connections.
- □ Once functioning, inspect zone for functionality & coverage.
- Check if components are still under manufacture warranty.
- All sprinkler heads will have been cleaned or nozzles replaced and adjusted per contract.
- Any immediate changes made during the evaluation per our contract will be noted and reported.
- □ Increase runtimes for zones that have been showing signs of drought stress.
- Any major repairs that may be needed will be submitted in the form of a proposal.

## **PROGRAMMING & OPTIMIZATION**

- □ Review all run time programming.
- □ Review system pressure and typical zone GPM.
- □ Make suggestions for optimization to improve communication & efficiencies.
- Optimize program run times.
- Begin to identify/label the irrigation zones.

# **CUSTOMER SERVICE**

## **ON-SITE MANAGEMENT**

People make the difference. We understand that for many residents, speaking in person with a manager is preferable. For this reason, a manager always accompanies Juniper crews & is available on-site for communication & problem-solving.

## 24/7 EMERGENCY SERVICES

When the unforeseen happens, we will be there when you need us. Call our dedicated number for 24/7 support.

## IN-HOUSE CUSTOMER CARE TEAM

We believe that providing great customer service is key providing the best in landscape services. To that end we create department dedicated to supporting residents, account managers & field teams.

To assist owners with maintenance and irrigation concerns, Juniper offers homeowners multiple options:

#### Option 1:

Visit <u>www.junipercares.com</u> and click on "Community Service Request." Create a ticket by following the simple prompts.

### Option 2:

Email <u>customerservice@juniperlandscaping.com,</u> noting the concern.

#### Option 3:

Call Customer Service at (239) 561-5980 to speak with a representative.



## JUNIPER SYNC WORK ORDER SYSTEM

Utilize our online work order system to create & track work orders for your property. Managers & residents can easily create an account to use immediately.

## Highlights

- Live Dashboard/ Ticket Summary
- Ticket Aging
- Custom Filters
- Detailed Reporting
- Community Maps
- Knowledge Base
- Give a Gold Star



## PROPOSAL

# LANDSCAPE MAINTENANCE

## JUNIPER HAS BEEN EXCEEDING INDUSTRY STANDARDS IN THE AREA OF QUALITY AND DEPENDABILITY IN FLORIDA SINCE 2001

Our landscape maintenance teams work closely with the irrigation and horticultural teams. This, combined with regular inspections from our dedicated account managers, helps ensure the job quality our clients have come to expect.







# LANDSCAPE INSTALLATION

# OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Best Landscape Design Custom Home
- Merit Award Design Residential
- Award Best Landscape Design





# LANDSCAPE IRRIGATION



## STATE LICENSED IRRIGATION CONTRACTOR

What is a certified irrigation specialty contractor's license?

An irrigation specialty contractor's license is a certified (state-wide) specialty license developed by the Construction Industry Licensing Board to permit contractors to install, maintain, repair, alter, extend, manage, monitor, audit, or, if not prohibited by law, design irrigation systems.

## WATER MANAGEMENT

Our industry experts can help guide you on the most effective way to use your water resources.

- Central control management
- Converting beds to drip irrigation
- E/T weather-based controllers
- Soil moisture sensors
- Pressure regulated components
- High efficiency sprinklers



# LANDSCAPE IRRIGATION

Juniper's certified technicians perform monthly inspections of irrigation systems to ensure optimum operation and coverage for plant material and turf areas. Concerns are promptly documented on a service form and turned in to the property manager for authorization.



# LANDSCAPE HORTICULTURE



Our training program equips technicians and foreman to apply fertilizer as well as identify and correct plant material problems. Our management team and technicians have specialized training and GI-BMP Certifications from the University of Florida Extension Office, enabling us to be more proactive.





# LANDSCAPE ARCHITECTURE

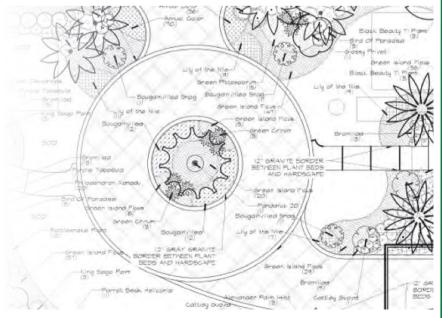
## COMPLETE LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Our design team can help boards with master plans for communities. Providing design hardscape features, 3D renderings of landscape plans, and complete landscape plans.



## JUNIPER DESIGN TEAM

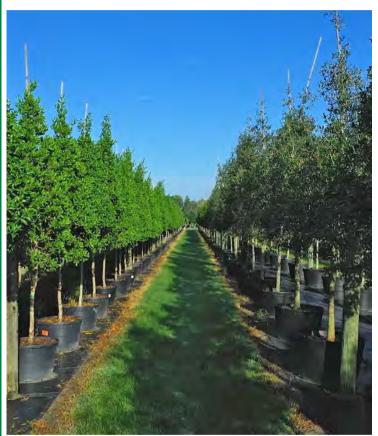
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer



# **NURSERY & TREE FARM**



## We know it because we grow it!





With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.





# SEASONAL COLOR

We create custom schedules for our communities on the annual color program. Our annual flower beds are designed and installed to emphasize color, profusion, and display in high profile areas.

## SEASONAL FLOWER PROGRAM

- Contract grown flowers
- Custom designed displays
- Scheduled installation
- Fresh look all year
- Best in quality annuals
- Enhanced landscape areas
- Additional fertilization keeps flowers looking great







# ARBORICULTURE



JUNIPER has multiple ISA certified Arborists that are available for everything you may need for your tree health care. Preventive maintenance helps keep trees in good health while reducing any insect, disease, or site problems.

## WHY HIRE AN ARBORIST?

Arborists specialize in the care of individual trees. They are knowledgeable about the needs of trees and are trained and equipped to provide proper care. Hiring an arborist is a decision that should not be taken lightly. Proper tree care is an investment that can lead to substantial returns. Well caredfor trees are attractive and can add considerable value to your property.





# **STORM RESPONSE**



## **RESOURCES WHEN YOU NEED THEM MOST!**

In preparation for and after a storm, Juniper has additional team members that are critical resources during storm events. They provide not only added manpower but bring with them the trucks and heavy equipment needed to handle storm clean up.



## **COMPANY RESOURCES**

- 1,800+ team members statewide
- 17 locations throughout Florida
- 10,000+ gallons of onsite fuel
- 300+ trucks in our fleet
- ISA Certified Arborists
- Landscape Designers & Architects
- Teams throughout Florida
- Extensive supply of heavy equipment





## AWARD WINNING LANDSCAPES

## **EXCEEDING INDUSTRY STANDARDS!**



## **PINNACLE AWARDS**

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

### **AURORA AWARDS**

- Landscape Design/Pool Design
- Best Custom home for "La Castille"

### SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

## **SUMMIT AWARDS**

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

# **SAFETY & TRAINING**





We hold the safety of our clients & our team members in the highest regard. We have implemented a company wide safety program that is administered through our safety coordinator & local branch managers.

#### **Initial Hire Program**

- Safety rules
- New hire safety orientation
- Required & use of PPE

#### Safety Training Program

- Equipment certifications
- Weekly safety meetings
- Daily jobsite reviews
- Traffic control systems
- Best practices training
- Safety rewards/swag based on safety performance
- Online training tools

### SCAN QR CODE TO WATCH VIDEO HIGHLIGHTS OF OUR IN-HOUSE TRAINING PROGRAM









# **CERTIFICATIONS & LICENSES**

## OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

## **CERTIFICATIONS & LICENSES**

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional

- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)



# **CERTIFICATIONS & LICENSES**



# JUNIPER CARES



Making our communities better places to live and work is important, not only for our clients and employees, but for all our neighbors in the area. With that in mind, we support many local charitable organizations across the state and use environmentally sound practices.



# Juniper CARES





# JUNIPER CARES







## industry COLLECTIVE

The Industry COLLECTIVE is a movement of landscapers, lawn care companies, and suppliers who are unified in their efforts to impact their local communities.

Imagine an entire industry coming together, to serve and to give, for the sole purpose of creating a positive impact locally and around the world. This is Industry Collective.

Industry Collective has designed practical, on-site community service events to minimize headache and maximize IMPACT. This makes it easier than ever to build team morale while serving the needs of communities everywhere.

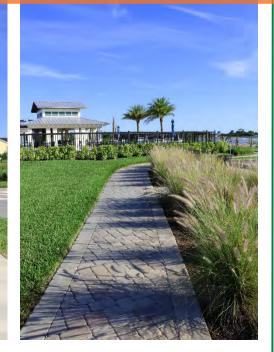


# PORTFOLIO: ST. CLOUD



## **TWIN LAKES**





# **PORTFOLIO: CELEBRATION**



# **CELEBRATION CDD**



# **PORTFOLIO: OCALA**

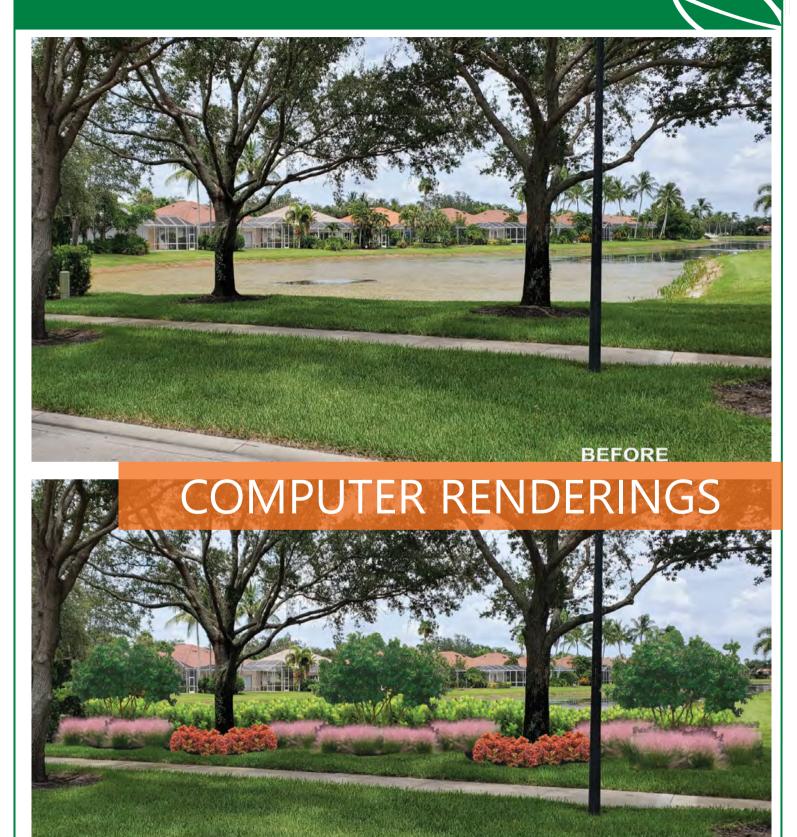


## WORLD EQUESTRIAN CENTER





# **DESIGN SAMPLES**



AFTER



junipercares.com

TAB 4



Down to Earth Landscape & Irrigation 2701 Maitland Center Pkwy. Suite 200 Maitland, Florida 32751 (321) 263-2700

**Customer Address** 

Rizzetta & Company

Jenny Santiago

3434 Colwell Avenue, Suite 200

## Estimate: #52812

Physical Job Address Greater Lakes Sawgrass Bay CDD

16527 Centipede Street

Clearmont, FL 34714

Tampa, Florida 33614-839 jsantiago@rizzetta.com	0 Tampa	Tampa, FL 33614-8390				
Job	Estimated Job Start Date	e <u>Propose</u>	<u>d By</u>	Due Date		
remove plants add sod along white fence	April 25, 2023	Carlos Abonza				
	<u>Estim</u>	<u>ate Details</u>				
Description of Services & Mate	rials	Unit	Quantity	Rate	Amount	
Tree/Plant Installation						
prep/demo		Each	1	\$2,880.00	\$2,880.00	
Dump Fee Full Load		Each	2	\$150.00	\$300.00	
Bahia Sod		Square Foot	1200	\$1.14	\$1,368.00	
Irrigation Labor - Enhancement		Each	37	\$55.00	\$2,035.00	
Pine Bark Mulch		3 Cubic Foot Bag	120	\$11.15	\$1,338.00	
				Subtotal	\$7,921.00	
				Job Total	\$7,921.00	

**Billing Address** 

Accounts Payable

Rizzetta & Company

3434 Colwell Avenue, Suite 200

Invoices are Due Upon Receipt. Down to Earth will provide all materials, labor and equipment needed to complete the following scope of work. Remove all plant material excepted trees along the white fence and install bahia sod and mulch. irrigation to ensure proper water converge. if any more time is needed for irrigation a separate proposal will be sent.

Proposed By:

04/27/2023

Carlos Abonza Down to Earth Landscape & Irrigation

Date

Rizzetta & Company

Agreed & Accepted By:

Date





TAB 5



Down to Earth Landscape & Irrigation 2701 Maitland Center Pkwy. Suite 200 Maitland, Florida 32751 (321) 263-2700

Customer Address

Rizzetta & Company Jenny Santiago

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614-8390

jsantiago@rizzetta.com

## Estimate: #52877

Billing Address Accounts Payable Rizzetta & Company 3434 Colwell Avenue, Suite 200 Tampa, FL 33614-8390 Physical Job Address Greater Lakes Sawgrass Bay CDD 16527 Centipede Street Clearmont, FL 34714

Job	Estimated Job Start Date	Proposed By		Due Date	
Storm Clean Up	May 25, 2023	Alexander D Congleton		Congleton	
	Estimate D	etails			
	<u></u>				
<b>Description of Services &amp; Materia</b>	ls	Unit	Quantity	Rate	Amount

Tree/Plant Installation				
Enhancement Labor	Hours	80	\$48.00	\$3,840.00
			Subtotal	\$3,840.00
			Job Total	\$3,840.00

Down to Earth will provide all materials, labor and equipment needed to complete this scope of work.

This proposal is For the Clean up of debris following the storm on 4/25/2023.

This is a two day job and includes disposal.

Proposed By:

Alexander D Congleton Down to Earth Landscape & Irrigation 04/27/2023 Date Agreed & Accepted By:

04/27/23

Date

Rizzetta & Company

approved by Chairman during our 04/27/23 meeting. TAB 6

#### ESTIMATE

Dehlinger Construction, LLC. 157 E Lake Brantley Dr Longwood, FL 32779 (407) 636-9322 Sales Representative Charles Dehlinger charles@dehlinger.com



Richard Hernandez Job #21-1694 - Greater Lakes CDD 16117 YELLOW EYED DR Clermont, FL 34714

Estimate #	2942
Date	4/17/2023

Amount

Description

COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 514-0400, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

Description	Amount
***Due to the fluctuating materials costs and labor increases, the prices within this proposal are subject to change after 10 days of the listed proposal date. After which the proposal will need to be requoted before the any work can commence***	\$9,243.75
SCOPE OF WORK:	
***Brick Wall Repair***	
- Demo remaining standing section of brick wall being lifted by the adjacent tree(16027 Yelloweyed Dr. ~15'x8' section)	
- Clean, stack and reuse as many brick as possible(if not able to reuse bricks due to being broken, similar color and size bricks will be used)	
<ul> <li>Inspect footer **if repairs are needed, a CO will be executed for the change of scope**</li> <li>Drill, epoxy and dowel #5 rebar into existing footer every 4'</li> <li>Rebuild the ~15' section of damaged wall(match existing)</li> </ul>	
<ul> <li>Removal of all construction debris</li> <li>***Although Dehlinger will take precautionary steps to prevent damages at &amp; around the work areas.</li> <li>Dehlinger is not responsible for any damages, or repairs to the existing irrigation located at &amp; around the above listed locations***</li> </ul>	
***Although Dehlinger will take precautionary steps to prevent damages to any underground utilities, Dehlinger is NOT responsible for any repairs to ANYTHING located under, at & around the work areas***	
***Dehlinger will use cones & caution tape while working on these areas*** ***Dehlinger requires the use of on site water & this is to be made accessible by the	
HOA/Homeowner*** ***Dehlinger will require the use of a designated work area & dumpster storage located as close as possible to the work site***	
Inclusions: - Labor and materials to complete the above listed scope of work	
Excluded: - Irrigation repairs	
- Sod installation - Tree work - Stump grinding	
- Footer repairs - Permits and fees	
- Steel of any kind - Epoxy	
- Electrical - Plumbing	
<ul> <li>Locates</li> <li>Engineering</li> <li>Compaction and or testing</li> </ul>	
- Concrete (outside of the scope) - Nights and weekend work hours	
Payment Schedule:	
<ul> <li>- 50% Mobilization deposit collected to order materials and mobilize labor</li> <li>- Balance due at completion</li> </ul>	

Sub Total		\$9,243.75
	When Pa	aying by Cash or Check
Total		\$9,243.75

#### When Paying by Credit/Debit Card

Convenience Fee	\$268.36
Balance Due*	\$9,512.11

\*Credit/Debit card payments include a convenience fee of 2.9%+29¢ per transaction.

#### **TERMS & CONDITIONS**

#### I. GENERAL CONDITIONS to this Contract, are as follows:

#### 1. Construction Schedule:

- a. <u>Commencement</u>: Contractor shall commence construction within ten days of issuance of all documents required for the performance of the Scope of Work ("Commencement").
- b. <u>Completion</u>: Contractor shall make a good-faith effort to complete the Scope of Work within 45 days of Commencement ("Construction Period"); however, Owner accepts deviation from the Construction Period as a risk of the construction process
- C. Occupancy: Owner shall not direct work to be performed or place personal property in the work area until the Project is complete.

#### 2. Standards of Performance / Patching & Matching:

- a. Standard of Performance: Contractor will professionally perform the Scope of Work, according to standard trade practice, and in compliance with the FL Building Code.
- b. Nonmaterial Adjustments: Owner (i) understands that it is often necessary to make nonmaterial adjustments to the layout, structure, and dimensions of the Scope of Work, which do not substantially affect the value or appearance of the Project, and (ii) accepts Contractor's prompt and reasonable notice of occurrence of the same - as a risk of the construction process.
- C. Textures & Finishes: Certain products, finishes, or textures may slightly differ from samples or photographs; whereas, Owner accepts such variation as a risk of the construction process
- d. Patching & Matching: Contractor will use its best efforts to match existing surfaces, textures, and finishes; however, Owner accepts (minor) variations of the same as a risk of the construction process.
- e. Non-specified Materials: Any detail, item, product, finish, or location of such, not specified on the Plans/Specs, will be left up to the discretion of the Contractor. Non-specified materials shall be of builder's grade and quality
- 3. Change Orders\*: Should Owner, design professional, Project Exclusion, Assumption, unforeseen condition, code, or public agency mandate any modification of, or addition to the Scope of Work, such determination to be construed at the sole discretion of Contractor, all costs to perform the additional work shall be added to the Contract Sum as a change order ("Change Order"). Change Orders shall be reduced to writing; whereas, Contractor reserves the right to withhold further performance of the Scope of Work until each/all Change Orders are executed.

\*While Contractor shall exercise due diligence to identify all conditions affecting the Scope of Work before Contract execution, certain unknown/unforeseen circumstances are inherent to construction; whereas, Owner accepts such risks of the construction process.\*

#### 4. Owner's Obligations:

- a. Access: Owner shall (i) remove its personal property/furnishings from all work areas, and (ii) provide Contractor reasonable and adequate access to perform the Scope of Work. Contractor shall not be held liable for damage to the Owner's personal property/furnishings that are not removed from the work areas as set forth above.
- b. Requests for Information: Owner shall reply to Contractor's request(s) for information and/or product selection(s) within FIVE business days of delivery of Contractor's request ("RFI"). In the event Owner fails to respond to Contractor's RFI's as set forth above, Contractor shall have the option of (i) suspending further performance on the job, or (ii) performing the selection in the Owner's place.

#### 5. Contractor's Obligations:

a. Insurance: Contractor and its vendors shall maintain general liability insurance, comply with the workers' compensation laws of this state, and furnish evidence thereof upon request.

b. Waivers: Contractor shall provide conditional lien waivers in exchange for payment disbursements and a Contractor's final payment affidavit upon request.

#### 6. Safety / Owner's Access to Jobsite

- a. To comply with OSHA safety regulations, Owner and its agents agree to (i) coordinate all work area visits through the Contractor, and (ii) wear personal protective equipment as required by the Contractor.
- b. To maintain Project hierarchy, management, and certain confidentialities, Owner agrees to direct all communications to Contractor's designated representative only and shall refrain from communicating to Contractor's employees, project vendors, building inspectors, and other job site personnel.

#### 7. Remedies:

- a. Punch Items: Owner shall provide Contractor detailed, specific written notice of any alleged punch item/defective work within ten (10) days of Contractor's notification the Scope of Work is complete ("Punch Item"); whereas, Contractor shall resolve the Punch Item within FIVE business days of Delivery of the same. Owner and Contractor mutually agree to the decisions and actions to determine punch items being final, and binding, and (ii) UNDER NO CIRCUMSTANCES SHALL OWNER WITHHOLD PAYMENT(S) DUE TO CONTRACTOR.
- b. Owner's Default In Payment: In the event of Owner's delay or default in payment, Contractor shall have the right to (i) cease work and remain idle, (ii) place a stop work order on all permits, (iii) remove all stored materials, (iv) secure the project to prevent theft/unauthorized work; whereas, Owner agrees that: (iv) any delinquent Progress Payment shall be subject to a 1.5% per month late fee, and (v) all attorney's fees, expenses, and other costs incurred by Contractor pursuant to Owner's delay or default in payment shall be borne by Owner (including, but not limited to, damages incident to unpaid Project vendors).
- C. Jury Waiver: Any dispute arising out of this Contract shall be settled by civil bench trial in the county of Contract execution; whereas, all parties waive the right to trial by jury.
- d. <u>Waiver of Incidental / Consequential Damages</u>: Except for Contractor's remedies outlined, Owner and Contractor waive all incidental and consequential damages arising out of or relating to this Contract (for purposes of example only: damages for delay, loss of rent, and the like).

#### 8. Warranty / Disclaimers:

- a. Warranty:
  - i. Workmanship: Contractor shall provide a 2-year warranty against defective workmanship (commencing at the date of Completion).
  - ii. Materials & Equipment: Contractor neither provides nor makes and warranty for materials, equipment, or furnishings; whereas, any and all manufacturer's warranties for the same shall be provided to the
- b. EXCLUSION OF IMPLIED WARRANTIES: ALL IMPLIED WARRANTIES CONCERNING THE COMPLETION OF THE SCOPE OF WORK HEREUNDER, ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM, AND PRACTICE, OR OTHERWISE, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- C. Owner's Maintenance: Contractor will deliver a Project professionally performed in accordance with standard trade practice; however, Owner's maintenance obligations to condition or dehumidify the living space, clean & maintain caulked/painted surfaces, establish equipment and landscape service contracts, and the like begins at Project completion. The Contractor has no liability for mold and other damages resulting from improper maintenance.
- 9. Force Majeure: The Contractor shall not be responsible for any delays or damage caused by the Owner or Owner's agent, acts of God, earth settlement, or other causes beyond the reasonable control of the Contractor. 10. Miscellaneous

- a. <u>Severability</u>: If any term or provision of this Contract is illegal, invalid or unenforceable for any reason whatsoever, such term shall be revised by the minimum amount to render such term or provision to be legal, valid and enforceable. If no such revision is possible, then such term or provision shall be deemed stricken, and shall not affect the validity of the remainder of the Contract.
- b. Amendment: Handwritten changes to this Contract that are mutually agreed to by as evidenced by dated signatures by Owner and Contractor shall control.
- C. Survival / Assignment: This Contract is binding on both parties and shall inure to the benefit of their respective heirs, representatives, successors, and permitted assigns. This Contract shall not be assigned without the written consent of both parties.
- d. Notices/Delivery: Any written notice required or contemplated under this Contract may be delivered via hand service, U.S. Mail Return Receipt Requested, a commercial courier with proof of delivery, or electronic service (text / email) effective upon recipient's confirmation of delivery ("Delivery"). Delivery by or electronic service (text / email) is deemed confirmed when provided to the recipient's known address for receiving email or text.

\*In the event of Owner's delay or default in payment, Contractor shall have the right to (i) cease work and remain idle, (ii) place a stop-work order on all permits, (iii) remove all stored materials, (iv) secure the project to prevent thefl/unauthorized work; whereas, Owner agrees that: (iv) any delinquent Progress Payment shall be subject to a 1.5% per month late fee, and (v) all attorney's fees, expenses, and other costs incurred by Contractor pursuant to Owner's delay or default in payment shall be borne by Owner (including, but not limited to, damages incident to unpaid Project vendors).

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIC VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY AND LICENSING BOARD AT THE TELEPHONE NUMBER AND ADDRESS: 2601 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA - 32399-1027 -TELEPHONE: 850-487-1395 -WEBSITE: <u>WWW.MYFLORIDALICENSE.COM</u>

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT FAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

\*In the event of Owner's delay or default in payment, Contractor shall have the right to (i) cease work and remain idle, (ii) place a stop-work order on all permits, (iii) remove all stored materials, (iv) secure the project to prevent thef/unauthorized work; whereas, Owner agrees that: (iv) any delinquent Progress Payment shall be subject to a 1.5% per month late fee, and (v) all attorney's fees, expenses, and other costs incurred by Contractor pursuant to Owner's delay or default in payment shall be borne by Owner (including, but not limited to, damages incident to unpaid Project vendors).

#### Thank you for your business!

407-636-9322 | info@dehlinger.com | www.dehlinger.com Dehlinger is a licensed General, Residential, & Roofing Contractor #CGC1508013 | #CRC1331934 | #CCC1332558 | #CCC1331442

TAB 7

#### **RESOLUTION 2023-05**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Greater Lakes/Sawgrass Bay Community Development District ("District") prior to June 15, 2023, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	August 16, 2023
HOUR:	11:00 A.M.
LOCATION:	Clermont Arts & Recreation Center 3700 S. Highway 27 Clermont, FL 34711

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to Lake County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

## PASSED AND ADOPTED THIS 17<sup>th</sup> DAY OF May, 2023.

ATTEST:

## GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Proposed FY 2023/2024 Budget



# **Greater Lakes Sawgrass Bay Community Development District**

www.glsbcdd.org

Proposed Budget for Fiscal Year 2023-2024

Professionals in Community Management

## TABLE OF CONTENTS

## <u>Page</u>

General Fund Budget for Fiscal Year 2023-2024	1
Reserve Fund Budget for Fiscal Year 2023-2024	3
Debt Service Fund Budget for Fiscal Year 2023-2024	4
Assessments Charts for Fiscal Year 2023-2024	5
General Fund Budget Account Category Descriptions	7
Reserve Fund Budget Account Category Descriptions	13
Debt Service Fund Budget Account Category Descriptions	14

#### Proposed Budget GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT General Fund Fiscal Year 2023/2024

1

1	Chart of Accounts Classification		ctual YTD through 03/31/23	Anı	Projected nual Totals 022/2023		ual Budget 2022/2023	va	Projected Budget triance for 022/2023		Budget for 2023/2024	(De	lget Increase ecrease) vs 03/31/23	Comments
2	REVENUES													
3														
4	Special Assessments													Torrest Allered and the determined
														Tax roll Allocations to be determined
5	Tax Roll*	\$	262,619	\$	268,214	¢	268,214	\$	-	\$	341,487	\$	73,273	and adjusted upon final certification of county rolls
6		Ψ	202,013	Ψ	200,214	Ψ	200,214	\$		Ψ	0+1,-07	Ψ	10,210	
7	TOTAL REVENUES	*	000 040	\$	268,214	¢	268,214	φ \$	-	\$	341,487	\$	72 072	
8		\$	262,619	φ	200,214	φ	200,214	φ	-	φ	341,407	φ	73,273	
9	EXPENDITURES - ADMINISTRATIVE													
10														
11	Legislative													
12	Supervisor Fees	\$	2,200	\$	6,000	\$	6,000	\$	_	\$	6,000	\$	-	Based on 6 meetings.
13	Financial & Administrative	Ψ	2,200	Ψ	0,000	Ψ	0,000	Ψ	-	Ψ	0,000	Ψ	-	Based on o meetings.
14	Administrative Services	\$	2,410	\$	4,820	\$	4,820	\$	_	\$	5,061	\$	241	
15	District Management	φ \$	7,499	\$	14,997	φ \$	14,997	\$	_	φ \$	15,747	φ \$	750	
16	District Engineer	э \$	3,150	э \$	11,000		11,000	э \$	-	φ \$	11,000	ֆ \$	-	FY 22/23 reflects wall study.
17	Disclosure Report	\$	-	\$	1,000	\$	1,000	\$	-	\$	1,000	\$		
18	Trustees Fees	\$		\$	3,457	φ \$	3,457	\$		φ \$	3,457	\$		
19	Assessment Roll	φ \$	5,200	φ \$	5,200	φ \$	5,200	φ \$	_	φ \$	5,460	φ \$	260	
20	Financial & Revenue Collections	э \$	1,928	ې \$	3,856	ֆ \$	3,856	э \$	-	ֆ \$	4,049	ф \$	193	
20	Tax Collector /Property Appraiser Fees	<u> </u>	1,928							-	,			
21		\$	-	\$	200	\$	200	\$	-	\$	200	\$	-	
22	Accounting Services	\$	7,101	\$	14,203	\$	14,203	\$	-	\$	14,913	\$	710	Reflects Berger, Toombs, Elam,
23	Auditing Services	\$	-	\$	3,170	\$	3,400	\$	230	\$	3,275	\$	(125)	Gaines & Frank agreement.
24	Arbitrage Rebate Calculation	\$	-	\$	500	\$	500	\$	-	\$	<u>500</u>	\$	-	
25	Public Officials Liability Insurance	\$	3,038	\$	3,038	\$	3,391	\$	353	\$	3,646	\$	255	Reflects EGIS estimate.
20		Ψ	0,000	Ψ	0,000	Ψ	0,001	Ψ	000	Ψ	0,040	Ψ	200	FY 23/24 new line item. Reflects EGIS
26	Workers Comp Insurance	\$	-	\$	-	\$	-	\$	-	\$	850	\$	850	estimate.
27	Legal Advertising	\$	1,070	\$	3,500	\$	5,000	\$	1,500	\$	3,500	\$	(1,500)	
														Reflects Hancock Whitney Analysis
28	Bank Fees	\$	-	\$	-	\$	-	\$	-	\$	750	\$	750	Service Charges.
29	Dues, Licenses & Fees	\$	200	\$	200	\$	175	\$	(25)	\$	175	\$	-	Reflects the Department of Economic annual fee.
20		Ψ	200	Ψ	200	Ψ	170	Ψ	(20)	Ψ	110	Ψ		FY 22/23 reflects backflow Notice
														mailing, meeting room fees & potential
30	Miscellaneous Fees	\$	1,635	\$	2,500	\$	500	\$	(2,000)	\$	1,500	\$	1,000	mailed Notice.
														Reflects Campus Suites and Rizzetta's
31	Website Hosting, Maintenance, Backup	\$	1,819	\$	3,638	\$	3,300	\$	(338)	\$	3,938	\$	638	agreements.
32	Legal Counsel													EV 02/04 reflects Orecen Meder LLD
33	District Counsel	\$	3,572	\$	15,000	\$	15,000	\$	-	\$	18,000	\$	3,000	FY 23/24 reflects Green Mader LLP estimate.
34	Special Legal Services	Ψ	0,012	Ψ	10,000	Ψ	10,000	Ŷ		Ŷ	10,000	Ψ	0,000	
35	Litigation Services	\$	50,000	\$	50.000	\$	4,000	\$	(46,000)	\$	15.000	\$	11,000	
36	5	Ť		Ť	00,000	Ť	1,000	Ť	(10,000)	Ť	.0,000	Ť	. 1,000	
37	Administrative Subtotal	\$	90,822	\$	146,279	\$	99,999	\$	(46,280)	\$	118,021	\$	18,022	
38									( ) ) ) )	·	- , -		-,-	
39	EXPENDITURES - FIELD OPERATIONS													
40														
41	Electric Utility Services													
42	Utility Services	\$	337	\$	674	\$	800	\$	126	\$	800	\$	-	
														FY 23/24 reflects Seco Energy Power
43	Street Lights	\$	15,771	\$	31,542	\$	26,250	\$	(5,292)	\$	37,850	\$	11,600	trending increases.
44	Water-Sewer Combination Services													
45	Utility Services	\$	4,594	\$	13,750	\$	16,000	\$	2,250	\$	16,000	\$	-	
	Other Physical Environment													
47	General Liability/Property Insurance	\$	14,337	\$	14,337	\$	15,725	\$	1,388	\$	20,336	\$	4,611	Reflects EGIS estimate.
48	Entry & Walls Maintenance	¢		¢	0.244	¢	0 200	¢	(044)	¢	8 200	¢		FY 22/23 reflects Yelloweyed wall
48 49	Pressure Washing - Brickwall Seal	\$ \$	-	\$ ¢	9,244		8,300	\$	(944)	\$ \$	8,300 -		-	repair.
49	Landscape Maintenance & Irrigation	Ф	-	\$	-	\$	-	\$	-	Þ	-	\$	-	FY 23/24 reflects new landscape
50	Services	\$	34,500	\$	82,800	\$	73,140	\$	(9,660)	\$	101,430	\$	28,290	agreement.
	Landscape Replacement, Plants, Shrubs,		,		,,,,,,,,		.,	Ĺ	, · , · · · · /	Ĺ	,			Line item includes annuals installed
51	Trees	\$	3,227	\$	6,000		6,000	\$	-	\$	7,500		1,500	4x's per year.
52	Landscape - Mulch	\$	-	\$	16,000	\$	16,000	\$	-	\$	16,000	\$	-	

53	Irrigation Repairs	\$ 1,536	\$ 4,000	\$ 4,000	\$ -	\$ 8,000	\$ 4,000	FY 23/24 reflects aging irrigation system and anticipated repair costs.
54	Landscape Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 5,000	\$ 5,000	FY 23/24 new line item.
55								
56	Contingency							
								FY 22/23 reflects holiday decoration installation and storage and storm clean-
57	Miscellaneous Contingency	\$ 1,050	\$ 5,840	\$ 2,000	\$ (3,840)	\$ 2,250	\$ 250	up.
58								
59	Field Operations Subtotal	\$ 75,352	\$ 184,187	\$ 168,215	\$ (15,972)	\$ 223,466	\$ 55,251	
60								
61	TOTAL EXPENDITURES	\$ 166,174	\$ 330,466	\$ 268,214	\$ (62,252)	\$ 341,487	\$ 73,273	
62							•	
63	EXCESS OF REVENUES OVER EXPENDITURES	\$ 96,445	\$ (62,252)	\$ -	\$ (62,252)	\$ -	\$ -	

#### GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT Reserve Fund Fiscal Year 2023/2024

	Chart of Accounts Classification	t	tual YTD hrough 3/31/23	1	ojected Annual Totals 22/2023	Вι	Annual Budget for 2022/2023		Budget for		Projected Budget variance for 2022/2023		Budget for 2023/2024		Budget Increase Decrease) vs 03/31/23	Comments
1																
2	REVENUES															
3																
4	Special Assessments															
5	Tax Roll*	\$	17,000	\$	17,000	\$	17,000	\$	-	\$	17,600	\$	600			
6																
7	TOTAL REVENUES	\$	17,000	\$	17,000	\$	17,000	\$	-	\$	17,600	\$	600			
8																
9	EXPENDITURES															
10																
11	Contingency															
	Capital Reserves													Reflects Reserve Study's		
12		\$	17,000	\$	17,000	\$	17,000	\$	-	\$	17,600	\$	600	recommended funding.		
13																
14	TOTAL EXPENDITURES	\$	17,000	\$	17,000	\$	17,000	\$	-	\$	17,600	\$	600			
15																
16	EXCESS OF REVENUES OVER	\$	-	\$	-	\$	-	\$	-	\$		\$	-			

## GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT $\ _4$

#### Debt Service

#### Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2022	Budget for 2023/2024
REVENUES		
Special Assessments		
Net Special Assessments	\$232,356.51	\$232,356.51
TOTAL REVENUES	\$232,356.51	\$232,356.51
EXPENDITURES		
Administrative		
Debt Service Obligation	\$232,356.51	\$232,356.51
Administrative Subtotal	\$232,356.51	\$232,356.51
TOTAL EXPENDITURES	\$232,356.51	\$232,356.51
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

Lake County Collection Costs (2%) and Early payment Discounts (4%) 6.0%

**Gross assessments** 

\$247,187.78

## Notes:

Tax Roll County Collection Costs and Early Payment Discount is 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

#### **GREATER LAKES / SAWGRASS BAY COMMUNITY DEVELOPMENT DISTRICT**

#### FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget				
		\$359,087.00		
Lake County Collection Cost @	2%	\$7,640.15		
Early Payment Discount @	4%	\$15,280.30		
2023/2024 Total		\$382,007.45		
2022/2023 O&M Budget		\$285,214.00		
2023/2024 O&M Budget		\$359,087.00		
2023/2024 Oaim Buuget		<i>4339,001.00</i>		
Total Difference		\$73,873.00		
PE	ER UNIT ANNU	AL ASSESSMENT	Proposed Incre	ease / Decrease
	2022/2023	2023/2024	\$	%
Debt Service - Single Family 51'	\$603.21	\$603.21	\$0.00	0.00%
Operations/Maintenance - Single Family 51'	\$244.50	\$307.82	\$63.32	25.90%
Total	\$847.71	\$911.03	\$63.32	7.47%
Debt Service - Single Family 51' <sup>(1)</sup>	\$0.00	\$0.00	\$0.00	0.00%
Operations/Maintenance - Single Family 51'	\$244.50	\$307.82	\$63.32	25.90%
Total	\$244.50	\$307.82	\$63.32	20.57%
Debt Service - Single Family 62'	\$733.32	\$733.32	\$0.00	0.00%
Operations/Maintenance - Single Family 62'	\$244.50	\$307.82	\$63.32	25.90%
Total	\$977.82	\$1,041.14	\$63.32	6.48%

\$0.00

\$244.50

\$244.50

\$0.00

\$307.82

\$307.82

\$0.00

\$63.32

\$63.32

<sup>(1)</sup> Certain lots are not subject to Debt Service Assessments

Debt Service - Single Family 62' (1)

**Operations/Maintenance - Single Family 62'** 

Total

0.00%

25.90%

20.57%

#### GREATER LAKES/SAWGRASS BAY COMMUNITY DEVELOPMNET DISTRICT

#### FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$359,087.00
COLLECTION COSTS @	2%	\$7,640.15
EARLY PAYMENT DISCOUNT @	4%	\$15,280.30
TOTAL O&M ASSESSMENT		\$382,007.45

	UNITS ASSESSED		AL	LOCATION OF	O&M ASSESSME	PER LOT ANNUAL ASSESSMENT						
		SERIES 2022										
		DEBT		TOTAL	% TOTAL	TOTAL						
LOT SIZE	<u>0&amp;M</u>	SERVICE <sup>(1)</sup>	EAU FACTOR	EAU's	EAU's	O&M BUDGET	<u>O&amp;M <sup>(4)</sup></u>	SERVICE <sup>(2)</sup>	TOTAL <sup>(3)</sup>			
Single Family 51'	225	225	1.00	225.00	18.13%	\$69,260.01	\$307.82	\$603.21	\$911.03			
Single Family 51'	404	0	1.00	404.00	32.55%	\$124,360.20	\$307.82	\$0.00	\$307.82			
Single Family 62'	153	152	1.00	153.00	12.33%	\$47,096.81	\$307.82	\$733.32	\$1,041.14			
Single Family 62'	459	0	1.00	459.00	36.99%	\$141,290.43	\$307.82	\$0.00	\$307.82			
Total Community	1241	377	=	1241.00	100.00%	\$382,007.45						

LESS: Lake County Collection Costs (2%) and Early Payment Discount (4%)

Net Revenue to be Collected

<sup>(1)</sup> Reflects the number of total lots with Series 2022 debt outstanding.

(2) Annual debt service assessment per lot adopted in connection with the Series 2022 bond issue. Annual assessment includes principal, interest, Lake County collection costs and early payment discount costs.

(3) Annual assessment that will appear on November 2023 Lake County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

<sup>(4)</sup> Note this assessment table reflects an equal per unit O&M assessment approved by the Board of Supervisors.

\$359,087.00

(\$22,920.45)

## GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

## **REVENUES:**

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

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

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

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

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

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

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



## EXPENDITURES – ADMINISTRATIVE:

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

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

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

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

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

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

**Assessment Roll:** The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

**Financial & Revenue Collections:** Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

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

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



**Arbitrage Rebate Calculation:** The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

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

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

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

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

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

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

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

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

## **EXPENDITURES - FIELD OPERATIONS:**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



## RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

## **REVENUES:**

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

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

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

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

## **EXPENDITURES:**

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

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



## DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

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

## **REVENUES:**

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

## **EXPENDITURES – ADMINISTRATIVE:**

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

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



TAB 8



## **Customer Service report**

**Property:** 

Date:

Areas Mowed / Schedule changes if applicable:

Areas Detailed / Schedule changes if applicable:

Irrigation status / Schedule changes if applicable:

F&P Status / Schedule changes if applicable:

Other items / Comments:



## **Customer Service report**

**Property:** 

Date:

Areas Mowed / Schedule changes if applicable:

Areas Detailed / Schedule changes if applicable:

Irrigation status / Schedule changes if applicable:

F&P Status / Schedule changes if applicable:

Other items / Comments:

all an array		Job Na Report Contro Date:	me:		Se	w	9	rat	55							
設設港 LOWN 7	07	Report	Type:		-+	-0) -	Del	ti	SAS							
TADT.	LT.	Contro	ller Na	ime:			Topo	·La	2.10							
EARL.	L. L.	Date:		4.3	25-	2	200	1116	ANC	Pag	e #:					
LANDSCAPE & IRRIGATION	I	-	_	-1	0-0-	00	00		-	rag	c n.	_			01	
	Start	Times:	19	Seasor	nal Adju	ist:	Run	Davs:		0.0						
Program A	6:	30		100 %					DOC	S	-	CH	necked	Weat	her Ser	COF
Program B		:30		100 %				SW		(5)			YES		NO	1301,
Program C						%			TFS	SS		W	eather	r Senso	r:	
Program D				18-1-1		%	MI	W	TFS	SS			Worki	ng	Not W	orking
			1997	12									199			
Controller Make & Model:	t t	tun	ter	- N	ode-	B	Att									
Controller Status: POC info:	Data		VORKIN							ORKIN			_			
Pump Status & Type:				Reclaim Water PUMP START				I Wate			ke Wat		_			
information:	TILL	55011222		FOIVI	FJIARI		CEN	IRIFUC	JAL	50	BMERS	IBLE				
Ione Number	1					1	-		1		1		-	-		
	1								-	-	-			-	_	_
pray, Rotor, MP, Drip, or Bubbler	3		-							-		-			_	
Run Time [Program: A ]	30	1		-		_						-				1 100
Run Time [Program: <b>B</b> ]	30		-			_										
Battery Pack/Doubler/Add-a-Zone																1
one Faults or Alarms											1					
Contract/Maintenance [No Ch	arge]:											175	10.475			
hecked Filters/Cleaned					-					1078	1535	100				
faintenance Repairs										19150			100		-	1
logged Nozzles											1000					1775
lead Straightened/Adjusted	/	//		1	1	1	1	/	/			1		1	/	1
Billable Repairs or Upgrades:			3. 8. 5					-			17.2			-		
lead Broken - 6" spray	1								1000			1	-			
lead Broken - 12" spray								-		1777	and the second	17/12	-			
lead Broken - 6" rotor									1.000	1.1				1	-	-
lead Broken - 12" rotor									1.1.1		State and	Sec. 2	1777		1 700	
roken Riser	-										5.03			-	-	-
lpgrade 4" to 6" Pop Up	Track									131761	1	100	1000	1		
pgrade 6" to 12" Pop Up				1				1				1000	1000			
ozzle - MPR					Ster 1					2407	1000		1000		19/20	proved
lozzle - MP rotator									100			100	10000	1000	10000	
evere Line Clog									1	1	1		1000	-		
ateral Líne Break									1000	-		1		an traction of	1977-1	
elocation	1994						0.4						-	1		
ead Raised or Lowered-Turf					1					-	10000					
ead Raised or Lowered-Shrub												10-11-20				
amaged Valve Box										1		17 20		1000		
alve - Inoperative/Sticking												120018	10.000	1		
dditional Labor/Troubleshoot										-		13.13	115.50			
ther-See Comments				-		-					-		1			
ditional Comments: QNAN	101	6 7			0.			-				1	0-	-		
	nair	ven	one	NC.	e	im	led	te	20	Neu	U P	lam	us			
							P. Fr		1.00							
1	,	-														
schminin 11																
echnician Name:	0/		1.5.9%				Signa	ture	A Property			14			2.	

家語 Down	тO	Job	Name:		4	Jog	20	tra	55							
	TTT	кер	ort Typ	pe:		INS	pe	ctio	Soc							_
&  EARI	H	Con	troller	Name	k	Jud	C	onl	0	le	\					
LANDSCAPE & IRRIGATI	NON	Date	e:	1.0	15.	208	73			Pa	ge #:			0	f	
		t Times		Seas	onal A	djust:	Run	Days:	11-78-							
Program		:00	am	10	20	%		TW		S S	-	Che	cked \	Neathe	er Sens	or:
Program						%	М	τw	TF	SS			YES		NO	
Program				-		%		ΤW				We	ather !	Sensor:	1	
Program I						%		TW	TF	SS		V	Vorkin	g N	lot Wo	rking
Controller Make & Mode Controller Statu	H	unt	WORK	AC	c.	21	Nin	LE			Secondo	Sec. 1				
POC info		able W		1	v aim Wa	tax /				VORKIN		10000	_			
Pump Status & Type					MP STA			ITRIFU		-	ake Wat		-			
Information:	-		V	1.0			CEN	TRIFU	GAL	1 50	BMERS	BLE				
Zone Number	11	2	2	4				1	1	1	1	1	1	-		-
Spray, Rotor, MP, Drip, or Bubbler	B	B	3					-	-				-	-		-
Run Time [Program: A ]			B	B	-		-	-	-	-	-			1		
Run Time [Program: A ]	30	30	30	30			-		-			-				
				1.1.1			1922		1					1.00		
Sattery Pack/Doubler/Add-a-Zone	-								Sec.				12	12.2	1	
Contract/Maintenance [No C	horasl										1997			120		
	harge						30,0		105	1.1	Charles II		line in	The state		11.25
Checked Filters/Cleaned		-		241 ()	1000	1.1.1.1.1		110		. des		1.24	1		168	1.2
Maintenance Repairs							1.00	-	100	196		the last	1. 8	Sec. 1	1.1.13	
Clogged Nozzles									Net All	1219	2773	16/17			1924	
lead Straightened/Adjusted		/	/	/	/	/		/	/	/		/				
Billable Repairs or Upgrades:	1 1					5.18		1992	an Ki	Die .			1223	in a		7 20
lead Broken - 6" spray	1	1		1100	19		1999		131	1.51		19653	100	202	1.4	1.5
ead Broken - 12" spray		1000	1.5	( History	Mary .		20.		11.00		1.19	1936		200	No. M	199
lead Broken - 6" rotor			-		1	The P	20	14.7	7.2	17 S	0.000	1200	-Teals	520	1997	
ead Broken - 12" rotor					100		3.27		1	See.		1998	Maria Sala	1	12.2	28.5
roken Riser			-			E. T	183		8.774	ing a	12.52	Res	10.00		14.65	12.31
pgrade 4" to 6" Pop Up					and 1		1.5	1030			5179					2-12
pgrade 6" to 12" Pop Up	1						1	1.16	Nº Sal	1988	1997	-	1.16	1000	1.10	20 78
ozzle - MPR	1000				3.5		1.6		28			1.19				1.
ozzle - MP rotator					-		1		199			1.5.00				1.
evere Line Clog									7.	12.00						
teral Líne Break			1			-				2.6.3						-
elocation			-							0.000						
ad Raised or Lowered-Turf							-									
ad Raised or Lowered-Shrub							-								100	
maged Valve Box							-							_		
lve - Inoperative/Sticking			-									-				
ditional Labor/Troubleshoot				_						/		-				
her-See Comments																
ditional Comments:												1				
comments;																
				100		-										
chnician Name: Jose (	Dim	edg				:	Signat	ure	Se	ine	25	L	AL	-		
d you contact the Account Manager? Y				Wha	it time?		Signat	ure	$\bigcirc$		ave a VO				AIL? Y	ES / N

TAB 9



APR 2 8 2023

www.lakevotes.gov

1898 E. Burleigh Blvd. • P.O. Box 457 • Tavares, FL 32778 P 352-343-9734 F 352-343-3605 E Hays@lakevotes.gov

April 21, 2023

Carol L. Brown District Manager 3434 Colwell Avenue, Suite 200 Tampa FL 33614

**Re: District Counts** 

The number of registered voters within the Greater Lakes/Sawgrass Bay Community Development District as of April 15, 2023 is <u>**2,328**</u>.

If we may be of further assistance, please contact this office.

Sincerely,

D. alan Hayf

D. Alan Hays Lake County Supervisor of Elections

OUR COMMITMENT

🖌 Voter Confidence 🖌 Excellent Service 🖌 Accurate & Efficient Elections 🖌 Responsible Financial Stewardship