

***ANTHEM PARK COMMUNITY  
DEVELOPMENT DISTRICT***

***Agenda Package***

***Board of Supervisors  
Meeting***

***Date & Time:***

***Friday  
December 13, 2019  
9:00 A.M.***

***Location:***

***Anthem Park  
Clubhouse  
2090 Continental Street  
St. Cloud, Florida***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Anthem Park Community Development District

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## DPFG Management & Consulting, LLC

[X] 250 International Parkway, Suite 280  
Lake Mary FL 32746  
321-263-0132 Ext. 4205

[ ] 15310 Amberly Drive, Suite 175  
Tampa, Florida 33647  
813-374-9105

December 6, 2019

### **Anthem Park Community Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Anthem Park Community Development District is scheduled for **Friday, December 13, 2019 at 9:00 a.m.** at the **Anthem Park Clubhouse, 2090 Continental Street, St. Cloud, Florida.**

*The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.*

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

*Ms. Comings-Thibault*

Patricia Comings-Thibault  
District Manager

cc: Attorney  
Engineer  
District Records

District: **ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Friday, December 13, 2019

Time: 9:00 AM

Location: Anthem Park Clubhouse  
2090 Continental Street  
St. Cloud, FL 34769

Dial-in Number: 712-775-7031  
Guest Access Code: 109-516-380

### *Agenda*

#### **I. Roll Call**

#### **II. Audience Comments** – *(limited to 3 minutes per individual for agenda items-Supervisors will respond during agenda item presentation)*

#### **III. Administration Items**

A. Amenity Manager Report Exhibit 1

- Call Report *To Be Distributed*
- Presentation of the Monthly Landscape Maintenance Visual Scorecard

B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held November 8, 2019 Exhibit 2

C. Consideration for Acceptance – The October 2019 Unaudited Financial Report Exhibit 3

#### **IV. Business Items**

A. Consideration of Yellowstone Landscape Agreement Exhibit 4

B. Consideration of Second Amendment to Amenity Facility Management, Pool Monitoring, General Facility Maintenance, and Janitorial Maintenance Services Agreement Exhibit 5

C. Consideration of Brick Replacement Proposals Exhibit 6

- Lee Masonry - \$1,550.00
- Phipps Masonry - \$2,200.00
- Scott Teeds Concrete - \$1,200.00

**IV. Business Items (continued)**

D. Discussion of Neptune Concept Plans

Exhibit 7

**V. Staff Reports**

A. District Manager

B. District Attorney

C. District Engineer

**VI. Supervisors Requests**

**VII. Audience Comments – New Business –** *(limited to 3 minutes per individual for non-agenda items)*

**VIII. Adjournment**



# EXHIBIT 1

# ANTHEM PARK

COMMUNITY DEVELOPMENT DISTRICT



## Amenity Center Management Report

Date of Meeting: December 2019

Submitted by: Maria Agosta

### I. Facility Discussion and Completed Projects for November & December

- **Project Timeline**
  - Christmas decorations
  - Gym Equipment
  - Dog Bag Dispensers
  - Resurface tennis courts
  - Playground Shades
- Brick Wall
- Call report (TBD)
- Yellowstone grade sheets

### II. Amenity Management

- We had 6 parties in November
- We have 6 parties in December

### III. Events & Resident Requests

- “Block Party” October 19<sup>th</sup> cancelled due to weather. It has been rescheduled for Saturday, February, 1<sup>st</sup>.



**ANTHEM PARK – Row Areas**  
**MONTHLY LANDSCAPE MAINTENANCE VISUAL SCORECARD**

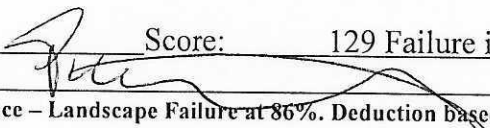
<b>A. LANDSCAPE MAINTENANCE – Common Areas/Roadways</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
<b>TURF MOW</b> (grass height, patterns changed, free of grass clumps and landscape debris)	5		
<b>TURF FERTILITY</b> (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	15	-2	-2 dead grass continental beside fence
<b>TURF EDGING</b> (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	5		
<b>WEED CONTROL – TURF AREAS</b> (reasonably free of weeds )	10		
<b>TURF INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	10		
<b>PLANT FERTILITY</b> (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5	-4	-4 Lexington dead shrubs at entrance
<b>WEED CONTROL – BED AREAS</b> (reasonably free of weeds)	10	-4	-2 Lexington weeds growing through bushes -2 weeds growing through bushes in rows bet houses
<b>PLANT BED INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	10		
<b>PRUNING &amp; TREE TRIMMING</b> (15 feet over roadways, 8 feet sidewalks and elsewhere)	10		
<b>CLEANLINESS</b> (debris free, leaf litter, landscape debris)	10	-4	-2 Lexington excess garbage -2 Capital entrance
<b>MULCHING</b> (distributed appropriately, bare areas, recommended is 3")	5		
<b>WATER/IRRIGATION MANAGEMENT</b>	15		
<b>PRIOR MAINTENANCE ITEMS ADDRESSED, SCHEDULED ITEMS ARE HAPPENING AS CALENDARERD</b>	5	-2	-1 Corner of Continental by Fence issues not addressed -1 Dead shrubs on Lexington not addressed

<b>B. SEASONAL COLOR/PERENNIAL MAINTENANCE</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
<b>VIGOR/APPEARANCE</b>	10		
<b>INSECT/DISEASE CONTROL</b>	10		
<b>DEADHEADING/PRUNING</b>	10		
<b>MAXIMUM VALUE</b>	145		

Date 12/4/19

Score:

129 Failure is at 124

Inspector Signature: 

(Promote Consistent Maintenance – Landscape Failure at 86%. Deduction based on Quality of Maintenance)

# ANTHEM PARK - Parks

## MONTHLY LANDSCAPE MAINTENANCE VISUAL SCORECARD

A. LANDSCAPE MAINTENANCE – Common Areas/Roadways	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF MOW (grass height, patterns changed, free of grass clumps and landscape debris)	5		
TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	15		
TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	5		
WEED CONTROL – TURF AREAS (reasonably free of weeds )	10		
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5	-2	Brown/dead shrubs at Patriot Park
WEED CONTROL – BED AREAS (reasonably free of weeds)	10	-2	Weeds growing through mulch at Patriot Park
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	10	-1	-1 garbage at Patriot Park
CLEANLINESS (debris free, leaf litter, landscape debris)	10		
MULCHING (distributed appropriately, bare areas, recommended is 3")	5		
WATER/IRRIGATION MANAGEMENT	15		
PRIOR MAINTENANCE ITEMS ADDRESSED, SCHEDULED ITEMS ARE HAPPENING AS CALENDAR	5	-1	Leaf litter in bushes at Patriot Park

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		

Date 12/4/2019 Score: 139 Failure is at 124

Inspector Signature: 

(Promote Consistent Maintenance – Landscape Failure at 86% Deduction based on Quality of Maintenance)

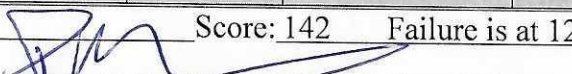


# ANTHEM PARK - Clubhouse

## MONTHLY LANDSCAPE MAINTENANCE VISUAL SCORECARD

A. LANDSCAPE MAINTENANCE – Common Areas/Roadways	VALUE	DEDUCTION	REASON FOR DEDUCTION
TURF MOW (grass height, patterns changed, free of grass clumps and landscape debris)	5		
TURF FERTILITY (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	15		
TURF EDGING (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	5		
WEED CONTROL – TURF AREAS (reasonably free of weeds )	10		
TURF INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PLANT FERTILITY (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5	-1	-1 dead shrub at pool
WEED CONTROL – BED AREAS (reasonably free of weeds)	10		
PLANT BED INSECT/DISEASE CONTROL (monitor for pests, disease, fungus)	10		
PRUNING & TREE TRIMMING (15 feet over roadways, 8 feet sidewalks and elsewhere)	10		
CLEANLINESS (debris free, leaf litter, landscape debris)	10	-2	-1 garbage in pool area -1 dead branches on ground at pool area
MULCHING (distributed appropriately, bare areas, recommended is 3")	5		
WATER/IRRIGATION MANAGEMENT	15		
PRIOR MAINTENANCE ITEMS ADDRESSED, SCHEDULED ITEMS ARE HAPPENING AS CALENDAR	5		

B. SEASONAL COLOR/PERENNIAL MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
VIGOR/APPEARANCE	10		
INSECT/DISEASE CONTROL	10		
DEADHEADING/PRUNING	10		
MAXIMUM VALUE	145		

Date 12/4/2019      Score: 142      Failure is at 124  
 Inspector Signature: 

# EXHIBIT 2

**MINUTES OF MEETING  
ANTHEM PARK  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Anthem Park Community Development District was held on Friday, November 8, 2019 at 9:00 a.m. at Anthem Park Clubhouse 2090 Continental Street, St. Cloud, Florida 34769.

**FIRST ORDER OF BUSINESS – Roll Call**

Ms. Thibault called the meeting to order and conducted roll call.

Present and constituting a quorum were:

Kenneth Williams	Board Supervisor, Chairman
Gerald Harrington	Board Supervisor, Vice Chairman
Blair Possenriede	Board Supervisor, Assistant Secretary
Jorge Arce	Board Supervisor, Assistant Secretary

Also present were:

Patricia Thibault	District Manager, DPF Management & Consulting, LLC.
Maria Agosta	Amenity Manager
Julie Cortina	Amenity Manager
Neysa Borkett	District Counsel

*The following is a summary of the discussions and actions taken at the November 8, 2019 Anthem Park CDD Board of Supervisors Regular Meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments – (limited to 3 minutes per individual for agenda items-Supervisors will respond during agenda item presentation)**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Administration Items**

A. Exhibit 1: Amenity Manager Report

➤ Call Report

➤ Presentation of the Monthly Landscape Maintenance Visual Scorecard

B. Exhibit 2: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held October 11, 2019

On a MOTION by Mr. Harrington, SECONDED by Mr. Arce, WITH ALL IN FAVOR, the Board approved the Minutes of the Board of Supervisors Regular Meeting Held October 11, 2019 for the Anthem Park Community Development District.

C. Exhibit 3: Consideration for Acceptance – The September 2019 Unaudited Financial Report

On a MOTION by Mr. Harrington, SECONDED by Mr. Williams, WITH ALL IN FAVOR, the Board accepted the September 2019 Unaudited Financial Report for the Anthem Park Community Development District.

**FOURTH ORDER OF BUSINESS – Business Items**

A. Exhibit 4: Consideration & Approval of Resolution 2020-01, FY 2019-2020 Budget Amendment



On a MOTION by Mr. Harrington, SECONDED by Mr. Williams, WITH ALL IN FAVOR, the Board approved the **Resolution 2020-01**, FY 2019-2020 Budget Amendment for the Anthem Park Community Development District.

B. Exhibit 5: Consideration of Second Amendment to Amenity Facility Management, Pool Monitoring, General Facility Maintenance, and Janitorial Maintenance Services Agreement

*This item has been tabled to the next meeting.*

C. Exhibit 6: Presentation for Consideration of Landscape Maintenance Professional Financial Summaries

➤ Servello & Son, Inc.

➤ Yellowstone Landscaping

On a MOTION by Ms. Possenriede, SECONDED by Mr. Arce, WITH Mr. Williams Voting YAY and Mr. Harrington Voting NAY, the Board approved the motion to keep Yellowstone Landscaping for the Anthem Park Community Development District.

#### **FIFTH ORDER OF BUSINESS – Consent Agenda**

A. Exhibit 7: Ratification of Yellowstone Mainline Repair in Park Proposal - \$409.45

On a MOTION by Mr. Williams, SECONDED by Mr. Arce, WITH ALL IN FAVOR, the Board ratified the Yellowstone Mainline Repair in Park proposal in the amount of \$409.45 for the Anthem Park Community Development District.

#### **SIXTH ORDER OF BUSINESS – Staff Reports**

A. District Manager

There being none, the next item followed.

B. District Attorney

There being none, the next item followed.

C. District Engineer

There being none, the next item followed.

#### **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

There being none, the next item followed.

#### **EIGHTH ORDER OF BUSINESS – Audience Comments – New Business**

There being none, the next item followed.

#### **NINTH ORDER OF BUSINESS – Adjournment**

Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to adjourn the meeting. There being none, Ms. Possenriede made a motion to adjourn the meeting.

On a MOTION by Ms. Possenriede, SECONDED by Mr. Harrington, WITH ALL IN FAVOR, the Board adjourned the meeting for the Anthem Park Community Development District.

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Title:**   ☐ **Secretary**     ☐ **Assistant Secretary**

**Title:**   ☐ **Chairman**     ☐ **Vice Chairman**

# EXHIBIT 3

# **Anthem Park Community Development District**

**Financial Statements  
(Unaudited)**

**Period Ending  
October 31, 2019**

**Anthem Park CDD**  
**Balance Sheet**  
**October 31, 2019**

	General Fund	Series 2016 Debt Service	Series 2016A2 Debt Service	Consolidated Total
<b><u>ASSETS:</u></b>				
CASH - O&M Checking Accts.	\$ 17,801	\$ -	\$ -	\$ 17,801
MMK ACCOUNT	432,758	-	-	432,758
DEBIT CARD	2,338	-	-	2,338
INVESTMENTS:				
REVENUE FUND	-	137,524	23,394	160,918
RESERVE TRUST FUND	-	279,063	36,888	315,950
INTEREST FUND	-	-	-	-
PREPAYMENT FUND	-	-	4,914	4,914
COST OF ISSUANCE	-	-	-	-
ESCROW FUND	-	-	-	-
CONSTRUCTION FUND	-	-	-	-
DEPOSITS - UTILITIES	240	-	-	240
PREPAID EXPENSES	-	-	-	-
ACCOUNTS RECEIVABLE	-	-	-	-
ON ROLL ASSESSMENTS RECEIVABLE	787,000	558,416	76,148	1,421,564
ALLOWANCE FOR UNCOLLECTIBLES	-	-	-	-
DUE FROM OTHER FUNDS	-	3,923	540	4,463
<b>TOTAL ASSETS</b>	<b>\$ 1,240,137</b>	<b>\$ 978,925</b>	<b>\$ 141,884</b>	<b>\$ 2,360,946</b>
<b><u>LIABILITIES:</u></b>				
ACCOUNTS PAYABLE	\$ 8,504	\$ -	\$ -	\$ 8,504
DEFERRED REVENUE ON-ROLL	787,000	558,416	76,148	1,421,564
DUE TO OTHER FUNDS	4,463	-	-	4,463
SALES TAX PAYABLE	-	-	-	-
<b><u>FUND BALANCES:</u></b>				
NON-SPENDABLE ( DEPOSITS & PREPAID)	240	-	-	240
RESTRICTED FOR:				
DEBT SERVICE	-	420,509	65,736	486,245
TWO MONTHS OPERATING CAPITAL	136,510	-	-	136,510
ASSIGNED:				
FY 2015 & 2016 RESERVE	95,700	-	-	95,700
FY 2017 RESERVE	49,300	-	-	49,300
FY 2018 RESERVE	50,300	-	-	50,300
FY 2019 RESERVE	51,300	-	-	51,300
FY 2020 RESERVE	52,300	-	-	52,300
DECREASE IN RENEWAL & REPLACEMENT RESERVES	(40,839)	-	-	(40,839)
UNASSIGNED:	45,359	-	-	45,359
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>\$ 1,240,137</b>	<b>\$ 978,925</b>	<b>\$ 141,884</b>	<b>\$ 2,360,946</b>

**ANTHEM PARK CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**PRELIMINARY**  
**For the period from October 1, 2019 through October 31, 2019**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (Net)	\$ 787,000	\$ -	\$ -	\$ -
SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-	-
INTEREST	2,000	-	328	328
CLUBHOUSE RENTAL	4,000	-	-	-
ACCESS CARDS	-	-	-	-
AMOUNTS ALLOCATED FROM RESERVES FOR IMPROVEMENTS	26,060	5,650	5,650	-
<b>TOTAL REVENUE</b>	<b>819,060</b>	<b>5,650</b>	<b>5,978</b>	<b>328</b>
<b>EXPENDITURES</b>				
<b>GENERAL ADMINISTRATION:</b>				
SUPERVISORS' COMPENSATION	12,000	1,000	800	200
PAYROLL TAXES	918	77	61	15
PAYROLL SERVICE FEE	700	75	49	26
DISTRICT MANAGEMENT	21,672	1,806	1,806	-
ADMINISTRATIVE SERVICES	5,418	452	452	-
GENERAL OPERATING EXPENSES	5,204	434	408	26
WEBSITE HOSTING & MANAGEMENT	2,265	500	500	-
ACCOUNTING SERVICES	16,254	1,355	1,355	-
AUDITING SERVICES	3,700	-	-	-
LEGAL ADVERTISING	1,250	104	-	104
MISCELLANEOUS (BANK FEES, BROCHURES & MISC)	500	42	-	42
REGULATORY & PERMIT FEE	175	175	175	-
ENGINEERING SERVICES	3,000	250	-	250
LEGAL SERVICES	15,000	1,250	-	1,250
<b>TOTAL GENERAL ADMINISTRATION</b>	<b>88,056</b>	<b>7,518</b>	<b>5,605</b>	<b>1,913</b>
<b>FINANCIAL ADMINISTRATIVE</b>				
<b>INSURANCE:</b>				
INSURANCE (Liability, Property and Casualty)	16,944	16,944	17,426	(482)
<b>TOTAL INSURANCE</b>	<b>16,944</b>	<b>16,944</b>	<b>17,426</b>	<b>(482)</b>
<b>ASSESSMENT ADMINISTRATION:</b>				
ASSESSMENT ADMINISTRATION	8,663	8,663	8,663	-
COUNTY ASSESSMENT COLLECTION FEES	300	-	-	-
<b>TOTAL ASSESSMENT ADMINISTRATION</b>	<b>8,963</b>	<b>8,663</b>	<b>8,663</b>	<b>-</b>
<b>DEBT SERVICE ADMINISTRATION:</b>				
DISSIMINATION AGENT	5,000	5,000	5,000	-
ARBITRAGE REBATE CALCULATION	650	-	-	-
TRUSTEE FEES	3,772	3,772	3,771	1
<b>TOTAL DEBT SERVICE ADMINISTRATION</b>	<b>9,422</b>	<b>8,772</b>	<b>8,771</b>	<b>1</b>
<b>TOTAL FINANCIAL ADMINISTRATIVE</b>	<b>35,329</b>	<b>34,379</b>	<b>34,860</b>	<b>(481)</b>
<b>UTILITIES:</b>				
ELECTRICITY SERVICES	27,000	2,250	-	2,250
STREETLIGHTS - UTILITY	174,000	14,500	-	14,500
WATER - RECLAIMED	26,900	2,242	-	2,242
WATER UTILITY	8,100	675	-	675
<b>TOTAL UTILITIES</b>	<b>236,000</b>	<b>19,667</b>	<b>-</b>	<b>19,667</b>
<b>SECURITY:</b>				
SECURITY SYSTEM - CONTRACT - ENVERA	5,556	1,389	-	1,389
SECURITY SYSTEM - MONITORING - GUARDIAN	456	38	44	(6)
SECURITY - OTHER (ACCESS CARDS, REPAIRS)	500	42	-	42
SECURITY - PROTECTION ONE - BASKETBALL COURT	948	158	158	0
SECURITY - GUARD/POLICE PATROL	14,400	1,200	768	432
<b>TOTAL SECURITY</b>	<b>21,860</b>	<b>2,827</b>	<b>970</b>	<b>1,856</b>
<b>FIELD OFFICE ADMINISTRATION:</b>				
AMENITY MANAGEMENT CONTRACT	105,561	8,797	7,673	1,124
AMENITY MANAGEMENT - CLUBHOUSE RENTALS	3,771	314	235	80
AMENITY MANAGEMENT - REIMBURSEMENTS	-	-	-	-
CLUBHOUSE TELEPHONE, FAX, INTERNET & CABLE	4,500	375	488	(113)
CLUBHOUSE OFFICE SUPPLIES	1,700	142	126	16
CLUBHOUSE FACILITY JANITORIAL SUPPLIES	1,500	125	174	(49)
PEST CONTROL & TERMITE BOND	580	145	-	145
MISCELLANEOUS	400	33	231	(197)
CLUBHOUSE FACILITY MAINTENANCE	5,000	417	68	348
CLUBHOUSE LIGHTING REPLACEMENT	500	42	-	42

**ANTHEM PARK CDD**  
**General Fund**  
**Statement of Revenue, Expenses and Change in Fund Balance**  
**PRELIMINARY**  
**For the period from October 1, 2019 through October 31, 2019**

	FY2020 ADOPTED BUDGET	BUDGET YEAR-TO-DATE	ACTUAL YEAR-TO-DATE	VARIANCE FAVORABLE (UNFAVORABLE)
<b>TOTAL FIELD OFFICE ADMINISTRATION</b>	<b>123,512</b>	<b>10,389</b>	<b>8,994</b>	<b>1,396</b>
<b>LANDSCAPING MAINTENANCE:</b>				
LANDSCAPE MAINTENANCE - CONTRACT	160,428	13,369	12,732	637
LANDSCAPE REPLACEMENT	5,000	417	-	417
TREE TRIMMING	1,000	83	-	83
IRRIGATION - REPAIRS & MAINTENANCE	10,000	833	409	424
LANDSCAPE MISCELLANEOUS	-	-	-	-
<b>TOTAL LANDSCAPING MAINTENANCE</b>	<b>176,428</b>	<b>14,702</b>	<b>13,141</b>	<b>1,561</b>
<b>FACILITY MAINTENANCE:</b>				
LAKE MANAGEMENT	4,200	350	349	1
WETLAND MONITORING	1,440	360	360	-
FOUNTAIN SERVICE CONTRACT	-	-	-	-
FOUNTAIN REPAIRS & MAINTENANCE	1,000	83	200	(117)
GATE REPAIRS & MAINTENANCE	1,000	83	-	83
ENTRY & WALLS MAINTENANCE	1,000	83	-	83
DECORATIVE LIGHT MAINTENANCE	1,500	750	-	750
POWERWASH	750	63	17	45
POOL SERVICE CONTRACT	15,300	1,150	1,150	-
POOL REPAIRS & MAINTENANCE	2,500	208	-	208
POOL MONITORING	-	-	-	-
POOL PERMIT	325	-	-	-
ATHLETIC FACILITIES REPAIRS & MAINTENANCE	2,500	208	-	208
MISCELLANEOUS - CONTINGENCY - EXPENSE	3,000	250	-	250
<b>TOTAL FACILITY MAINTENANCE</b>	<b>34,515</b>	<b>3,589</b>	<b>2,076</b>	<b>1,513</b>
<b>CAPITAL IMPROVEMENT PROGRAM:</b>				
CAPITAL IMPROVEMENTS	25,000	8,400	8,400	-
<b>TOTAL CAPITAL IMPROVEMENT PROGRAM</b>	<b>25,000</b>	<b>8,400</b>	<b>8,400</b>	<b>-</b>
<b>RESERVES</b>				
INCREASE IN RESERVES FY 2020	52,300	-	-	-
INCREASE IN FUND BALANCE	-	-	-	-
DECREASE RESERVE CAPITAL IMPROVEMENTS	26,060	5,650	5,650	-
<b>TOTAL RESERVES</b>	<b>78,360</b>	<b>5,650</b>	<b>5,650</b>	<b>-</b>
<b>TOTAL EXPENDITURES</b>	<b>819,060</b>	<b>107,121</b>	<b>79,697</b>	<b>27,425</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(101,471)</b>	<b>(73,719)</b>	<b>27,753</b>
FUND BALANCE - BEGINNING	457,964	457,964	519,539	519,539
INCREASE IN RESERVES FY 2019	52,300	-	-	-
DECREASE IN RESERVE CAPITAL IMPROVEMENTS	-	-	-	-
LESS: FUND BALANCE FORWARD	(26,060)	(5,650)	(5,650)	(5,650)
<b>FUND BALANCE - ENDING</b>	<b>\$ 484,204</b>	<b>\$ 350,843</b>	<b>\$ 440,170</b>	<b>\$ 513,889</b>

Reserve Expenditure Components	
FY 2015 - Tennis Courts, Surface Replacement	\$ 21,462
FY 2016 - Split System	6,204
Reserve Study Update	1,800
FY 2017 - Furniture	4,623
Pool Finish	44,571
Concrete Sidewalks, Partial	23,092
FY 2018 - Ponds, Fountains	10,824
<b>Total Replacement Expenditures from Reserves</b>	<b>\$ 112,576</b>

Note: Reserve decrease in total of \$35,189 is due to roofing for \$25,000, \$5,989 for furniture & \$4,200 in AC replacement.

**ANTHEM PARK CDD**  
**DEBT SERVICE 2016 A1**  
**STATEMENT OF REVENUE, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**For the period from October 1, 2019 through October 31, 2019**

	<b>FY2020 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 593,750	\$ -	\$ -	\$ -
SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-	-
INTEREST--INVESTMENT	-	-	578	578
MISCELLANEOUS REVENUE	-	-	-	-
LESS: DISCOUNT ASSESSMENTS	(23,750)	-	-	-
<b>TOTAL REVENUE</b>	<b>570,000</b>	<b>-</b>	<b>578</b>	<b>578</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	11,875	-	-	-
INTEREST EXPENSE (NOV 2019)	-	-	-	-
INTEREST EXPENSE (MAY & NOV 2020)	225,906	-	-	-
PRINCIPAL RETIREMENT (MAY 2020)	325,000	-	-	-
COST OF ISSUANCE	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>562,781</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
TRANSFER-IN	-	-	-	-
TRANSFER-OUT	-	-	-	-
BOND PROCEEDS	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>7,219</b>	<b>-</b>	<b>578</b>	<b>578</b>
FUND BALANCE - BEGINNING	-	-	419,931	419,931
<b>FUND BALANCE - ENDING</b>	<b>\$ 7,219</b>	<b>\$ -</b>	<b>\$ 420,509</b>	<b>\$ 420,509</b>



**ANTHEM PARK CDD**  
**DEBT SERVICE 2016 A2**  
**STATEMENT OF REVENUE, EXPENDITURES AND CHANGE IN FUND BALANCE**  
**For the period from October 1, 2019 through October 31, 2019**

	<b>FY2020 ADOPTED BUDGET</b>	<b>BUDGET YEAR-TO-DATE</b>	<b>ACTUAL YEAR-TO-DATE</b>	<b>VARIANCE FAVORABLE (UNFAVORABLE)</b>
<b>REVENUE</b>				
SPECIAL ASSESSMENTS - ON-ROLL (Gross)	\$ 81,726	\$ -	\$ -	\$ -
SPECIAL ASSESSMENTS - ON ROLL EXCESS FEES	-	-	-	-
INTEREST--INVESTMENT	-	-	55	55
MISCELLANEOUS REVENUE	-	-	-	-
LESS: DISCOUNT ASSESSMENTS	(3,269)	-	-	-
<b>TOTAL REVENUE</b>	<b>78,457</b>	<b>-</b>	<b>55</b>	<b>55</b>
<b>EXPENDITURES</b>				
COUNTY - ASSESSMENT COLLECTION FEES	1,635	-	-	-
INTEREST EXPENSE (NOV 2019)	-	-	-	-
INTEREST EXPENSE (MAY & NOV 2020)	39,169	-	-	-
PRINCIPAL RETIREMENT (MAY 2020)	35,000	-	-	-
MANDATORY REDEMPTION	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>75,804</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
TRANSFER-IN	-	-	-	-
TRANSFER-OUT	-	-	-	-
BOND PROCEEDS	-	-	-	-
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>2,653</b>	<b>-</b>	<b>55</b>	<b>55</b>
FUND BALANCE - BEGINNING	-	-	65,681	65,681
FUND BALANCE FORWARD	-	-	-	-
<b>FUND BALANCE - ENDING</b>	<b>\$ 2,653</b>	<b>\$ -</b>	<b>\$ 65,736</b>	<b>\$ 65,736</b>

**ANTHEM PARK**  
**Community Development District**  
**Operating Accounts Reconciliations**  
**October 31, 2019**

	<u>BANK UNITED</u>
Balance Per Bank Statement	\$ 31,241.04
Less: Outstanding Checks	(13,439.85)
<b><i>Adjusted Bank Balance</i></b>	<b><u>\$ 17,801.19</u></b>

Beginning Bank Balance Per Books	\$ 67,346.40
Cash Receipts & Credits	50,004.77
Cash Disbursements	(99,549.98)
<b><i>Balance Per Books</i></b>	<b><u>\$ 17,801.19</u></b>

**ANTHEM PARK CDD  
CHECK REGISTER  
FY2020**

DATE	CHECK NO.	PAYEE	DEPOSIT	PAYMENT	BANK UNITED BALANCE
09/30/2019					67,346.40
10/01/2019	9063	DPFG MANAGEMENT & CONSULTING, LLC	CDD/Mgmt - October	4,020.00	63,326.40
10/07/2019	2042	EGIS INSURANCE ADVISORS, LLC	Insurance - FY 2020	17,426.00	45,900.40
10/07/2019	2043	FLORIDA DEPT OF ECONOMIC OPPORTUNIT	Annual Filing Fee	175.00	45,725.40
10/09/2019	2044	EXERCISE SYSTEMS, INC	Gym Equipment	2,989.00	42,736.40
10/09/2019	2045	In Phaze Electric Inc.	Install weather resistant outlets, permit fee	2,520.00	40,216.40
10/09/2019	2046	Scott Teeds Concrete Inc	Remove stups compact and lay pavers pool area	5,250.00	34,966.40
10/09/2019	2047	Scott Teeds Concrete Inc	Grind, Spots cut, repour, replace sidewalk sections	5,650.00	29,316.40
10/10/2019	9064	Icon Security Services	5/30-6/16 - Security	768.00	28,548.40
10/10/2019	9065	ORLANDO SENTINEL	Legal Ads	267.50	28,280.90
10/10/2019	9066	PRO-PET DISTRIBUTORS	Pet Waste Bags	220.90	28,060.00
10/10/2019	9067	Solitude Lake Management	Lake & Pond Mgmt Svc - October, Fountain Maint Svs - 10/1-12/31	549.00	27,511.00
10/10/2019	9068	VESTA PROPERTY SERVICES, INC.	Amenity Mgmt - October	7,672.52	19,838.48
10/12/2019	ACH101219	BRIGHT HOUSE	9/25-10/24 - Internet - Court	124.30	19,714.18
10/15/2019	2048	US Bank	Trustee Fees	3,771.25	15,942.93
10/15/2019		Bank United	Funds Transfer	50,000.00	65,942.93
10/17/2019	ACH101719.1	ORLANDO UTILITIES COMMISSION	8/28-9/27 - 2090 Continental St E1	265.84	65,677.09
10/17/2019	ACH101719.2	ORLANDO UTILITIES COMMISSION	8/28-9/27 - 1800 Remembrance Rd	14.03	65,663.06
10/17/2019	ACH101719.3	ORLANDO UTILITIES COMMISSION	8/18-9/27 - 2090 Continental St -Court/Fntn	780.96	64,882.10
10/17/2019	ACH101719.4	ORLANDO UTILITIES COMMISSION	8/28-9/27 - 2090 Continental St Chse	650.94	64,231.16
10/17/2019	ACH101719.5	ORLANDO UTILITIES COMMISSION	Streettights - Sept	14,452.34	49,778.82
10/17/2019	ACH101719.6	ORLANDO UTILITIES COMMISSION	8/28-9/27 - 2100 Block Continental ST LS80	449.44	49,329.38
10/17/2019	ACH101719.7	ORLANDO UTILITIES COMMISSION	8/28-9/27 - 2100 Blk Even Kissimmee Park Rd	16.84	49,312.54
10/18/2019	ACH101819	BRIGHT HOUSE	10/1-10/31 - Cable/Internet	264.65	49,047.89
10/18/2019	9070	DPFG MANAGEMENT & CONSULTING, LLC	Special Assessment - FY 2020, Continuing Disclosure & ADA Compliance	14,163.00	34,884.89
10/18/2019	9071	GARGANESE WEISS & D'AGRESTA	Legal Svcs - September	610.50	34,274.39
10/18/2019	9072	YELLOWSTONE LANDSCAPE	Landscape Maint - October	12,731.75	21,542.64
10/18/2019	692263	BLAIR POSSENRIEDE	BOS Mtg - 10/11/19	184.70	21,357.94
10/18/2019	10	GERALD HARRINGTON	BOS Mtg - 10/11/19	184.70	21,173.24
10/18/2019	ACH101819.2	Innovative Employer Solutions	BOS Mtg - 10/11/19	171.40	21,001.84
10/18/2019	11	John Ortega	BOS Mtg - 10/11/19	184.70	20,817.14
10/18/2019	692264	KENNETH WILLIAMS	BOS Mtg - 10/11/19	184.70	20,632.44
10/18/2019	2049	MARIA AGOSTA	Party Closures (7) August & September	328.65	20,303.79
10/21/2019	2050	FLORIDA DEPT OF REVENUE	3rd Qtr. 2019 Sales Tax	115.15	20,188.64
10/24/2019	9073	BLUESCAPE POOLS & SPAS	Pool Maint - Oct	1,150.00	19,038.64
10/24/2019	9074	GUARDIAN PROTECTION SERVICES, INC	10/7-11/6 - Monitoring	37.07	19,001.57
10/30/2019	ACH103019.1	CITY OF ST CLOUD	8/27-9/27 - 2090 Continental St E1	382.23	18,619.34
10/30/2019	ACH103019.2	CITY OF ST CLOUD	8/27-9/27 - Entrance and Capital	36.17	18,583.17
10/30/2019	ACH103019.3	CITY OF ST CLOUD	8/27-9/27 - Congress and Capital	36.80	18,546.37
10/30/2019	ACH103019.4	CITY OF ST CLOUD	8/27-9/27 - Continental and Congress	26.72	18,519.65
10/30/2019	ACH103019.5	CITY OF ST CLOUD	8/27-9/27 - 2100 Block Continental St LS80	13.79	18,505.86
10/30/2019	ACH103019.6	CITY OF ST CLOUD	8/27-9/27 - 1800 Betsy Ross Lane	83.56	18,422.30
10/30/2019	ACH103019.7	CITY OF ST CLOUD	8/27-9/27 - 2100 Block Odd Betsy Ross Lane	83.56	18,338.74
10/30/2019	ACH103019.8	CITY OF ST CLOUD	8/27-9/27 - Valley Forge & Nathan Hall	83.56	18,255.18
10/30/2019	ACH103019.9	CITY OF ST CLOUD	8/27-9/27 - Blount Trail & Ft. Mchenry	83.56	18,171.62
10/30/2019	ACH10301910	CITY OF ST CLOUD	8/27-9/27 - Lexington Entrance	94.90	18,076.72
10/30/2019	ACH10301911	CITY OF ST CLOUD	8/27-9/27 - Patriot Way and Senate 2	98.68	17,978.04
10/30/2019	ACH10301912	CITY OF ST CLOUD	8/27-9/27 - 1800 Block Odd Remembrance Ave	181.62	17,796.42
10/31/2019		Bank United	Interest	4.77	17,801.19
10/31/2019			<b>EOM Balance</b>	<b>50,004.77</b>	<b>99,549.98</b>
					<b>17,801.19</b>

# EXHIBIT 4

**AGREEMENT FOR THE PROVISION OF LANDSCAPE AND IRRIGATION  
MAINTENANCE SERVICES BY AND BETWEEN THE ANTHEM PARK  
COMMUNITY DEVELOPMENT DISTRICT AND YELLOWSTONE LANDSCAPE,  
INC. \_\_\_\_\_**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of November, 2019, by and between:

**ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746 (the “District”); and

**YELLOWSTONE LANDSCAPE, INC.**, a corporation authorized to do business in the State of Florida, whose address is 30319 Commerce Drive, San Antonio, Florida 33576 (“Contractor” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the County Commission of Osceola County, Florida, for the purpose of financing, funding, planning, establishing, acquiring, constructing or reconstructing, enlarging or extending, equipping, operating, and maintaining systems and facilities for certain infrastructure improvements; and

**WHEREAS**, the District has a need to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within the District; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide such services to the District.

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

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

**2. DESCRIPTION OF WORK AND SERVICES.**

- A.** The District desires that the Contractor provide professional landscape maintenance services within presently accepted standards and as outlined in Sections 3 and 4 of this Agreement.
- B.** While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.

- C. The Contractor shall provide the specific professional services as per Paragraph 3 of this Agreement.

**3. SCOPE OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are in the Standard Services Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference, and are as described in this Agreement (“Services”). Such services shall be performed in the areas designated on **Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. The Contractor may perform additional services upon the written request of the District’s Manager consistent with Paragraph 5(C) of this Agreement.

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

- A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement, subject to the provisions of paragraph 5(C), below.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District Manager shall act as the District’s representative with respect to the Services to be performed under this Agreement. The District’s representative shall have complete authority to transmit instructions, receive information, interpret and define the District’s policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor’s Services.

Contractor shall designate a competent, authorized representative (the “Authorized Representative”) acceptable to District to represent and act for Contractor and shall inform District, in writing, of the name and address of such representative together with a clear definition of the scope of their authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep District informed of any subsequent changes in the foregoing. The Authorized Representative, project managers, superintendents and/or supervisors for Services provided

herein are all subject to prior and continuous approval of the District. If, at any time during the term of this Agreement, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reason whatsoever, reasonably unacceptable to the District, Contractor shall replace the unacceptable personnel with personnel reasonably acceptable to the District.

The Contractor agrees that the Authorized Representative will meet with the District's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. In addition to any and all specific items addressed during such meetings, the Monthly Landscape Maintenance Gradesheet, attached hereto as **Exhibit C** and incorporated herein, shall be completed and executed by both the Authorized Representative and District's Representative at the conclusion of such meeting. The District may withhold payment in whole or in part to the extent necessary to reasonably protect the District, if significant performance deficiencies are documented per executed Gradesheet(s).

- D.** In the event that time is lost due to heavy rains or inclement weather ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled Services during the same week as any Rain Days. The Contractor shall provide Services on Saturdays if needed to make up Rain Days, but shall not provide Services on Sundays.
- E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours, unless the work required to repair the damage will exceed twenty-four (24) hours. Any damage requiring more than twenty-four (24) hours to repair must be approved by the District in writing. Such repairs shall be at the Contractor's own expense unless the District agrees otherwise, in writing.

## **5. COMPENSATION; TERM.**

- A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor an amount of not to exceed Thirteen Thousand Three Hundred Sixty-Nine dollars (\$13,369) per month for a total fee not to exceed One Hundred Sixty Thousand Four Hundred Twenty-Eight Dollars (\$160,428.00) for the period of the Contractor's Services, which shall commence on December 1, 2019, and shall continue through December 09, 2020, unless terminated earlier in accordance with Paragraph 13, below.
- B.** All prior agreements between the parties with respect to the subject matter of this Agreement are terminated upon the execution of this Agreement.

- C. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing. No additional services shall be provided by the Contractor unless done at the direction of the District.
- D. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to Services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing and in an ADA web accessible format, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**6. INSURANCE.**

- A. The Contractor shall maintain throughout the term of this Agreement the following insurance:
  - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability, and including, at a minimum, Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.



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

- B. The District, its staff, consultants and supervisors shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**7. INDEMNIFICATION.**

- A. Obligations under this paragraph shall include the payment of third-party settlements, judgments, damages, penalties, forfeitures, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any third party for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the work to be performed by Contractor under this Agreement, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other law. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

**8. WARRANTY AND COVENANT.** The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and Services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to Section 2, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the Services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

**9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of Services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving of notice of termination.

**10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices with respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement for cause as provided in Section 14 and such termination is to be effective immediately upon the giving notice of termination.

**11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

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

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

**14. TERMINATION.** The Contractor may terminate this Agreement with or without cause by providing sixty (60) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause upon thirty (30) days written notice of termination. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or Services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

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

**16. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. Any purported assignment without such prior written approval shall be void.

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

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

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

**20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

**21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by written instrument executed by both the District and the Contractor.

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

**23. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Anthem Park Community Development  
District  
250 International Parkway, Suite 280  
Lake Mary , Florida 32746  
Attn: District Manager

**With a copy to:** Garganese, Weiss, D'Agresta & Salzman  
111 N. Orange Ave., Suite 2000  
Orlando , FL 32802  
Attn: Neysa Borkett, District Counsel

**B. If to the Contractor:** Yellowstone Landscape, Inc.  
1773 Business Center Lane  
Kissimmee, FL 34758  
Attn: Rob Stultz, Branch Manager

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

**24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

**25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Osceola County, Florida.

**26. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement 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 Patricia Comings-

Thibault (“**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 Services; 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*, or as otherwise provided by law; 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132, [patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com), OR 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746.**

**27. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

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

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

**30. TAXES.** The District is exempt from Florida Sales and Use Tax and shall furnish Contractor with proof of tax exempt status upon request.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

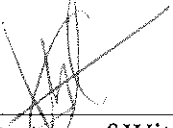
**ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT**

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


\_\_\_\_\_  
Chairman, Board of Supervisors

Witness:

**YELLOWSTONE LANDSCAPE, INC.**

  
\_\_\_\_\_  
(Signature of Witness)

Vicky Alvarez  
(Print Name of Witness)

  
\_\_\_\_\_  
By: ROB STUTZ  
Its: BRANCH MANAGER

**Exhibit A** – Standard Services Scope of Work

**Exhibit B** – Map of Service Areas

**Exhibit C** – Monthly Landscape Maintenance Gradesheet

## **EXHIBIT A: Standard Services Scope of Work**





Landscape Maintenance Services Proposal

prepared for

# **Anthem Park CDD**

October 01, 2019



**YELLOWSTONE**  
LANDSCAPE

## ENCLOSURE B - PROPOSAL TOP SHEET

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To: Board of Supervisors

The undersigned, as Bidder, hereby declares that no persons other than the undersigned are interested in this proposal as Principal, and this proposal is made without collusion with others; and that we have: carefully read and examined the specifications; viewed the property; availed ourselves of independent legal counsel to review and discuss the Agree; and with full knowledge of all conditions under which the services herein are requested, hereby propose and agree to furnish said services according to the specifications above.

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Contract Award -

Failure to provide requested information from Section V could adversely impact the evaluation of your proposal.

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Signature:

Robert M. Gaddis

Print Name:

Robert M. Gaddis

Title:

Business Development Manager

Company:

Yellowstone Landscape

Address:

1773 Business Center Lane  
Kissimmee, FL 34758

Phone:

407-396-0529

Cell:

407-340-0117

E-mail:

rgaddis@yellowstonelandscape.com



October 01, 2019

Patricia Thibault  
Senior District Manager  
DPFG  
250 International Parkway, Suite 280  
Lake Mary, Florida 32746

Re: Landscape Maintenance Services Proposal for Anthem Park CDD

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

Within your Plan for Success please make special note of the following sections:

- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- **About Us:** Information about our company's qualifications, capabilities and values.
- **References:** A selected listing of clients with landscape service needs similar in scope to yours. Please reach out to them with any questions you have about working with us.
- **Agreement & Your Investment:** Our service agreement and pricing for the services we'll provide to your property.

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

Sincerely,  
Mike Gaddis, Business Development Manager  
Yellowstone Landscape  
407.340.0117  
mgaddis@yellowstonelandscape.com

**ANTHEM PARK  
COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSAL**

**LANDSCAPE AND IRRIGATION SERVICES**



## **Section I - INTRODUCTION**

The Anthem Park Community Development District (CDD) is seeking proposals from qualified Contractors to provide Landscape Maintenance, Chemical Application, and Irrigation Maintenance Services for the CDD property located in Osceola County.

This document is a Request for Proposal (RFP) for the services described below and does not obligate the CDD to accept responses from eligible Contractors. The RFP establishes minimum requirements a bidder must meet in order to be eligible for consideration as well as information to be included in the Contractor's response.

This document defines the responsibilities of the CDD, hereinafter referred to as the "Owner" or "District", and its Contractor, hereinafter referred to as the "Contractor", regarding Landscape Maintenance, Chemical Application, and Irrigation Inspection and Service, and defines the Owner's standards of quality and professionalism regarding the work to be performed by the Contractor. Any work performed hereunder by the Contractor will not be considered complete until all specifications and requirements herein contained are fully met and accepted by the Owner.

## **Section II - SUBMISSION OF PROPOSALS**

Responses to this RFP are due **by 11:00 AM on October 1, 2019**. Late submittals may be rejected. Upon request, a site visit may be scheduled with the Owner. All proposals are to be in a sealed envelope, clearly stating "Anthem Park CDD – Landscaping RFP" on the package, and addressed to the manager of the RFP process:

Anthem Park CDD  
c/o DPFG, Inc.  
Attn: CDD Manager  
250 International Parkway, Suite 280  
Lake Mary, FL 32746  
321-263-0132 ext. 205  
[patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com)

One (1) original, one (1) electronic copy, and Six (6) copies of the proposal may be mailed or delivered to the above address. Any questions regarding this RFP should also be addressed to the CDD Manager. Contractors may not contact other supervisors, executives, managers, or employees of the CDD without permission of the District Manager.

Any questions regarding the Proposal Documents, including specification or other requirements contained in the Request for Proposal, must be filed in writing within and receive no less than seven (7) days before the due date. These questions should be directed at clarifying issues related to the RFP contents so that the Respondents may be able to provide an informed response within their proposals.

**Please carefully examine the scope, specifications, conditions and limitations.**

The selection of the successful Contractor will be made based on the CDD evaluation and determination of the relative ability of each Bidder to deliver quality service in a cost-effective manner.

## Section II – SUBMISSION OF PROPOSALS (continued)

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The following specific criteria will be evaluated and must be addressed, as outlined, in the proposal:

1. Company History and Organization
2. Copy of business/occupational license
3. Management Approach
4. Proximity to site and response times to service requests and urgent service matters
5. Personnel Selection, Development, Training, Retention Processes and Programs
6. Total Quality Management Program
7. Cost Proposal and Invoicing Utilizing Exhibit D – Financial Summary
8. Computer Management System
9. Value Added Features
10. Insurance
11. Transition Plan & Annual Calendar Depicting Days of Service and Crew Staffing Level
12. References
13. Equal Opportunity Employer

**Please be advised that this Request for Proposals ("RFP") is not reasonably expected to exceed certain monetary procurement thresholds established by Florida law, and as such this RFP is not required to be conducted – and is NOT being conducted – through a formal, competitive procurement process. As such, bidders shall NOT have any protest rights relating to the Project Manual, the RFP process, any final decision regarding the award of a contract, or any other matter relating to the RFP. Accordingly, the District reserves the right to reject any and all proposals, make modifications to the scope of work or the RFP itself (including but not limited to the Project Manual, form of contract, or evaluation criteria), and waive any informalities or irregularities of any kind in the proposals as the District deems appropriate in its sole discretion. Moreover, all requirements set forth in the Project Manual shall be deemed "permissive," in that a bidder's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the proposal, but instead in the Board's discretion may result in the disqualification of a proposal or alternatively may be taken into account in the evaluation and scoring of the proposal.**

As a preliminary matter, the District intends to evaluate and score the proposals based on certain "Selection Criteria," including personnel, experience, and understanding of scope of work, financial capability, and price, among any other factors the District in its sole discretion may intend to consider. The District expressly reserves the right to change such Selection Criteria at any time, and to make any award of a contract to other than the lowest priced bidder; found at Exhibit E of the document.

## Section III - CONTRACT TERM

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The term of the proposed Agreement shall commence November 1, 2019 with the option of three annual renewals at the sole discretion of the District.



## **Section IV – Scope of Work**

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The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, transportation, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. Contractor will also be responsible for litter, debris and trash removal from all locations within the CDD.

### **General**

1. Policing - Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which can only be performed with prior approval from the District Manager.
2. Contractor will dedicate supplemental personnel and any necessary specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through February.
3. All litter shall be removed from the property and disposed of off-site.
4. Communication
  - A. The contractor will communicate with the designated CDD representative for any landscape issues requiring immediate attention.
  - B. Communication is of the utmost importance. Contractor will provide a written report concurrent with each service week in a form approved by the CDD representative which details all aspects of the previous week's maintenance activities.
  - C. Contractor will provide a Monthly Service Calendar for the upcoming month and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to the CDD representative by the 5<sup>th</sup> of each month electronically.
  - D. Contractor agrees to take part in monthly inspections of the property to insure its performance meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews by the CDD within two weeks of receiving them. Contractor will have their Account Manager participate on its behalf during the monthly inspection.

## Section IV – SCOPE OF WORK

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### **General (continued)**

#### 5. Staffing

- A. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the property's manager and submit a report of the crew's accomplishments at the end of each week to CDD Management. In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure Management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- B. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- C. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- D. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- E. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment may be operated near homes before 9:00 AM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 4 PM on an as needed basis. Management approval is required for Saturday operation.



## **Section IV – SCOPE OF WORK**

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### **General (continued)**

6. Contractor will maintain general liability insurance, property damage insurance, and worker's compensation insurance in amounts acceptable to the Owner at all times while performing the Work. Specific Owner insurance requirements will be specified in the actual Agreement between the Contractor and Owner.
7. Contractor will maintain at all times the necessary licenses in the state, county, or city having jurisdiction and any permits required in performance of the Work.
8. Contractor will comply with all applicable provisions of the Equal Employment Opportunity Act, Executive Order 11246 of September 24, 1965, the Americans with Disabilities Act and other equal employment opportunity legislation.
9. All work performed shall be in strict accordance with the Owner's specifications and all local municipalities and government agencies' requirements, including State/Federal EPA, FDEP, State of Florida codes, ordinances and Statutes.
10. Contractor shall pay all local, state and federal taxes, if any, applicable to this Agreement, the Services performed pursuant to this Agreement, and the compensation paid to the Contractor.
11. Contractor shall provide such indemnification and legal defense as set forth in the actual agreement between the parties.
12. Contractor shall notify the Owner and the Owner shall secure the approval of those residents whose real property the Contractor shall require access to in the course of performing work under this Scope of Work.

## **Section IV – SCOPE OF WORK (continued)**

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### **Turf Mowing Maintenance**

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. In the event it becomes necessary to make a change in the mowing schedule for any reason, a CDD representative must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

1. Prior to mowing, remove, and dispose of normal litter and debris from all landscape areas.
2. St. Augustine and Bahia turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. The CDD will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when the CDD requests additional mowing cycles. This will be invoiced at the contracted price in the next month's billing.
3. St. Augustine and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
4. Mowing height for St. Augustine and Bahia turf will be set at 3½" to 4". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
5. Contractor shall complete a mowing along all ponds/waterways with a mower discharging clippings away from the water. All ponds shall be mowed to water's edge. If a mower is unable to meet the water's edge then a string trimmer should be utilized in order to meet the pond/waterway edge.
6. Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and if it occurs they shall be removed prior to the end of each service day.
7. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractor's mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of the CDD. Replacement material will be of similar size to the material being replaced.

## **Section IV – SCOPE OF WORK**

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### **Turf Mowing Maintenance (continued)**

8. Newly seeded or too wet to mow with tractor, the contractor shall cut the vegetation to the required height by other means when the vegetation exceeds 6 inches in height.
9. Pavement vegetation shall be controlled in all areas such as cracks crevices of roadways, parking lots, curbing, sidewalks, and all other types of paved/gravel surfaces within point five-inch (0.5") of the edged surface and to a depth of two (2.0") inches.
10. The contractor will mow the parcel known as the Eagle Protection Zone in accordance with the following:
  - A. During the non-nesting season – May 16<sup>th</sup> – Sept 30<sup>th</sup> – mowing will be in accordance with regular landscape maintenance schedule for this time period – bi-monthly.
  - B. During the time period Oct 1<sup>st</sup> – May 15<sup>th</sup> – mow the area outside of a 330 foot buffer in accordance with the regular landscape maintenance schedule as described above – bi-monthly.

### **Edging & Trimming**

1. Edging of all sidewalks, curbs, pathways and other paved surfaces will be done in concurrence with the mowing operations. Edging is to be defined as outlining and/or removing turf from the above mentioned borders by use of a mechanical edger. (Does not include ponds). String trimmers will not be used for this function.
2. The Contractor shall trim around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, park benches, trash receptacles, water meter boxes, electrical distribution boxes and any other fixed obstacle. Trimming height shall match surrounding area grass heights. All areas shall be trimmed in concurrence with the mowing. Damage to trees and shrubs from trimming shall be repaired by the Contractor. If a plant should die or become unhealthy due to damage, the contractor will be responsible for replacing the damaged plant with a plant of the same size and type.
3. Under no circumstance will it be an acceptable practice to string trim bed edges or small areas that may be cut utilizing a push type walk behind mower.
4. Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with the prior approval of the CDD representative.



## **Section IV – SCOPE OF WORK (continued)**

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### **Blowing & Detailing**

1. When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.
2. Detailing of planted areas over the entire property will be performed every week in a sectional method. Contractor shall provide a calendar schedule of sectional areas. The only exception will be the primary entrances, clubhouse and pool area. These are high traffic and focal areas and as such should be included in each detail section to provide attention concurrent with mowing schedule. The detailing process will include trimming, pruning, and shaping of all shrubbery, ornamentals and groundcover, removal of tree suckers as well as the defining of bed lines tree saucers, and the removal of unwanted vegetation.
3. All plant beds will be kept reasonably free of weeds and excess growth with respect to site conditions and time of year. Weeding will be accomplished by hand pulling and/or herbicide application. All weeds in sidewalk or pavement areas will be chemically controlled or removed as required with Round-Up or equivalent.
  - A. Shrubs/Hedges/Plant Areas – Shrubs, hedges and other plants shall be maintained and pruned as required to maintain their natural growth characteristics. Shrubs and small trees shall be trimmed and pruned to enhance the beauty and health of the plant. Hedges shall be maintained to their natural mature height and shape. Prune to contain perimeter growth within the beds, remove dead, damaged or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
  - B. Mulch – The Contractor shall advise as quantity of mulch deemed necessary. The Contractor shall inspect all mulched areas at each site visit. Mulched beds will be replenished or replaced within two inches (2") of new mulch material bi-annually or on as needed basis at the sole discretion of the CDD.
  - C. Weed Control – Contractor shall be responsible for the weeding of all plant beds.
    - a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
    - b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## **Section IV – SCOPE OF WORK (continued)**

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### **Tree Care**

1. Contractor shall prune and trim **all** trees (inclusive but not limited to hardwoods, Crepe Myrtle and Palm), bushes, shrubs, hedges, vines, etc. In the Areas to be maintained as needed and shall immediately remove the cuttings and trimmings and other debris from CDD property. All trees, shrubs, and other plant material that encroach on or obstruct any street, sidewalk, walkway, view of street, sidewalk or sign shall be trimmed by the Contractor as needed or as directed by the CDD. On an annual basis, trees must be lifted and maintained to a minimum of fifteen (15) feet over all road surfaces. As needed; eight (8) feet over all sidewalks and pedestrian walkways and eight (8) feet elsewhere. (Large shade trees that cannot be adequately pruned from the ground are exempt from the pruning requirements of this section. These trees are not exempt from the lifting requirements of this section).
2. Palm trees will be pruned as needed to remove dead fronds, seed pods, loose boots and weak stalks in concurrence with every mowing or as inspection required.
3. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the CDD.
4. All trees shall be trimmed within 30 days of full execution of the Agreement to ensure a safe and uniformed balanced transition.
5. Clean up and removal of storm damage debris, fallen trees, tree limbs, or other excessive debris from trees will be done as needed upon approval of the CDD for any work outside of scope.

### **Irrigation**

#### **1. Frequency of Service**

- A. Contractor will perform the following itemized services under "Specifications" on a monthly basis.
- B. The irrigation inspection will be performed during the same week(s) each month.

#### **2. Specifications**

- A. Activate each zone of the system.
- B. Visually check for any damaged heads or heads needing repair. Check all drip lines for proper water flow and pressure.

## Section IV – SCOPE OF WORK

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### **Irrigation (continued)**

#### 2. Specifications (continued)

- C. Clean filters located at each zone valve monthly if applicable.
- D. Clean, straighten or adjust any heads not functioning properly.
- E. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
- F. Report any valve or valve box that may be damaged in any way.
- G. Leave areas in which repairs or adjustments are made free of debris.
- H. Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- I. Contractor will provide a written report of the findings by zone.

#### 3. Qualifying Statements

##### A. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in the financial summary.
- b. Request for authorization must be submitted to the CDD for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved the CDD prior to initiating any work.

##### B. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in the financial summary.
- b. When not an emergency, request for authorization must be submitted in written form to the CDD for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD prior to initiating any work.



**Section IV – SCOPE OF WORK**

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**Irrigation (continued)**

**3. Qualifying Statements (continued)**

- C. Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
  - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
- D. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
- E. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
- F. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
- G. Contractor will provide a 24 hour “Emergency” number for irrigation repairs.

**Turf Care – St. Augustine Sod**

**1. Application Schedule**

<u>Month</u>	<u>Application</u>
January:	Winter fertilization, broadleaf weed control and disease control
March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Early summer liquid fertilization with Arena and weed control
July:	Summer granular fertilization, insect control and weed control
September:	Late summer fertilization and insect/disease control
November:	Fall granular fertilization and broadleaf weed/disease control

## **Section IV – SCOPE OF WORK**

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### **Turf Care – St. Augustine Sod (continued)**

#### **2. Application Requirements**

##### **A. Fertilization**

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 5 lbs of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- e. The irrigation system will be fully operational prior to any fertilizer application.
- f. Soils shall be tested at a reliable independent testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

##### **B. Insect/Disease Control**

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.



**Section IV – SCOPE OF WORK**

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**Turf Care – St. Augustine Sod (continued)**

**2. Application Requirements (continued)**

**C. Weed Control**

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

**D. Warranty**

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge to the District. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever accepted practices can be reasonably performed to extend the life of the affected material.

**Turf Care – Bahia Sod**

**SCHEDULE "B" – TURF CARE PROGRAM - BAHIA**

**1. Application Schedule**

<u>Month</u>	<u>Application</u>
March:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
June:	Chelated Iron application and Mole Cricket control.
October:	Complete liquid 18-0-8 N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.

## Section IV – SCOPE OF WORK

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### **Turf Care – Bahia Sod (continued)**

#### **2. Application Requirements**

##### **A. Fertilization**

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- d. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- e. The irrigation system will be fully operational prior to any fertilizer application
- f. Soils shall be tested at a reliable independent testing facility **twice per year** to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results

##### **B. Insect/Disease Control**

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

##### **C. Weed Control**

- a. Weed control will be limited to the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.



## Section IV – SCOPE OF WORK

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### **Tree and Shrub Care (continued)**

#### **2. Application Requirements**

##### **A. Fertilization (continued)**

- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. A 15' minimum ring of responsibility will be maintained along or around all waterways where no product of any kind will be applied.
- e. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- f. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- g. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable independent testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical make-up. The results will be provided to management along with the contractor's recommendation as to any changes in the Tree/Shrub care program based on these results.

##### **B. Insect/Disease Control**

- a. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- b. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.



## Section IV – SCOPE OF WORK

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### **Tree and Shrub Care (continued)**

#### B. Insect/ Diseases Control (continued)

- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- e. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

#### C. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be Acts of God, along with pre-existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to management

### **Bedding Plant Care**

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.*

#### 1. Schedule

- A. All flower beds on the property will be changed out four (4) times per year during the months of January, April, July and October.
- B. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- C. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.

## **Section IV – SCOPE OF WORK**

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### **Bedding Plant Care (continued)**

D. Contractor will obtain prior approval of plant selection from the CDD before installation.

#### **2. Installation**

- A. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- B. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- C. All beds will be cleaned and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- D. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- E. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- F. All beds should be covered with 1" layer of Pine Fines after planting.
- G. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- H. Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

#### **3. Maintenance**

- A. Flower beds will be reviewed at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.
- B. Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- C. Pre-emergent herbicides are not be used in annual beds.

## **Section IV – Scope of Work**

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### **Bedding Planet Care (continued)**

- D. Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### **4. Warranty**

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

### **Bed Dressing**

#### **1. Schedule**

- A. Bed dressing will be replenished in all bed areas according to the schedule indicated above.
- B. Application will be completed within a one week time period.

#### **2. Installation**

- A. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- B. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- C. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD.
- D. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.



## **Section IV – Scope of Work**

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### **Emergency Response to Storm Events**

The most efficient way to recover from an emergency is to be prepared in advance. As such, Contractor must be fully equipped, committed, and prepared to respond before a storm approaches. Contractor must have the capability to mobilize within 72 hours of the event. Contractor will respond to emergencies initially with a formal report on damage to the community within 72 hours of the event and must identify how they will assess damage, salvage, and cleanup following the incident and be ready to dispatch trained experienced crews and the heavy equipment necessary to clear downed trees, debris on streets, common areas, pathways, etc. within 48 hours of acceptance of the assessment plan by the District.

### **QUALITY AND INSTALLATION STANDARDS**

1. All labor and material is warranted for a period of one (1) year from the date of installation.
2. Contractor will be responsible for correcting all deficiencies found by Owner's representatives within **five (5) working days** (unless otherwise requested) and prior to invoice submittal.
3. Notwithstanding the above, before performing any work the Contractor affirms that he has totally familiarized himself with landscape plans and all general notes and requirements as specified. There shall be no deviation from plans unless authorized in writing. No extra work shall be allowed unless a prior written authorization is received from the Owner.
4. Contractor will supply its own electric power as necessary unless otherwise instructed by Owner.
5. Contractor will execute an Agreement with the District before beginning any work.
6. Contractor may be fined up to \$100.00 per day for non-conformances of contract stipulations as stipulated in the contract not corrected within a reasonable amount of time.
7. At all times, Contractor must:
  - A. Construct, operate, and maintain a safe and healthful work environment.
  - B. Provide its employees the protective clothing, equipment, training, and safety devices necessary to insure compliance with relevant State and Federal Safety and Health standards.
8. Contractor shall supply Owner with a chemical information list and all MSDS sheets prior to starting work and will update both on an annual basis.
9. Where applicable, Contractor will provide Owner with a fall protection plan as required by the OSHA 1995 fall protection standards.



## **Section IV – Scope of Work**

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### **QUALITY AND INSTALLATION STANDARDS (continued)**

10. A Quality Control Checklist for proper grounds maintenance will be developed and completed by the Contractor and submitted to the Owner each week.
11. The following shall not be allowed on Owner's property:
  - A. Alcohol or illegal drugs of any kind.
  - B. Loud or offensive music.
  - C. Pets or animals.
  - D. Firearms.
  - E. Any non-employee under 18 years of age.

### **MANNER OF CONTRACTORS PERFORMANCE**

The Contractor agrees that the Authorized Representative will meet with the District's representative on a monthly basis to walk the property to discuss conditions, schedules, and items of concern. In addition to any and all specific items addressed during such meetings, the Monthly Landscape Maintenance Visual Scorecard, attached hereto as Exhibit C and incorporated herein, shall be completed and executed by both the Authorized Representative and District's Representative at the conclusion of such meeting. The District may withhold payment in whole or in part to the extent necessary to reasonably protect the District, if significant performance deficiencies are documented per executed Visual Scorecard(s).

## **ENCLOSURES**

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### **ENCLOSURE A - SCHEDULE OF SERVICES**

**As applicable, Contractor agrees to the following:**

1. Contractor shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Contractor and CDD's standards. Compliance with Occupational Safety and Health Act (O.S.H.A.) shall be maintained at all times. All material, equipment, etc. to be used by the Contractor in the performance of the Services shall conform to all OSHA requirements.
2. Contractor is responsible for the daily personal appearance of landscape personnel. Contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Landscape personnel are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.
3. Contractor shall agree to remove from the site employees requested to be removed by the CDD for any reason determined to be valid by the CDD, within the limits of any applicable laws.
4. Contractor shall administer all cost accounting and billing relative to this contract.
5. Contractor must have an emergency phone contact available 24 hours a day for major irrigation repairs and leaks and the contact must speak and understand the English language fluently. Contractor must be on-site within one (1) hour when notified of a major irrigation break as may be requested by the CDD.
6. Contractor must attend all monthly CDD meetings.
7. Contractor must provide priority emergency clean up services after named storms.
8. Contractor is responsible for providing a monthly written report, including pictures for illustration, to the CDD within thirty (30) days of start date of the Agreement outlining any damage to the irrigation system.
9. Contractor is responsible for providing a written report, including pictures for illustration, to CDD within thirty (30) days of start date of the Agreement outlining any dead turf and/or plant material (trees in excess of fifteen feet height are excluded) present in the Areas to be Maintained. After day thirty (30), if the CDD has repaired the irrigation system as called for above, the Contractor is responsible for replacement of any additional dead turf and/or plant material in the Areas to be Maintained that is not caused by age, non-Contractor vehicle damage, vandalism, or Acts of God. As CDD replaces dead turf/plant material from Contractors report, Contractor is responsible for providing photos or video proof that dead plant material was dead or distressed at the start of the Agreement period.

**As applicable, Contractor agrees to the following: (continued)**

10. Contractor shall assign a foreman to the property that shall be responsible for the on- site supervision of Contractors personnel and services being rendered.

**The foreman shall communicate with the CDD Manager at least monthly and such communication shall include, but not limited to the following:**

1. Detailed reports of work performed in concurrence with service weeks and detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.
2. Detailed monthly irrigation reports from irrigation inspection.
3. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance by the District.
4. All of the above reports and accounts will be delivered to the CDD Manager, or its designee, (prior to the ensuing monthly Board meeting date) along with the invoice for the prior month's services; invoice will not be processed for payment until reports are received.



## **Section V – INSTRUCTIONS TO BIDDERS**

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Bidder is to address the following subjects in the response. Reference any attachments in the text and include printed copies of attachments at back of this document. **Please note that item 12 mandates a site visit.**

### **1. Company History and Organization**

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A. Provide a brief company history, mission statement and organizational summary. Explain ownership (private or public), location of such in relation to the project, and include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of this project to include the capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load and proposed staffing levels. Provide evidence that the Contractor holds a current and active Florida Corporate Charter or is authorized to do business in Florida in accordance with Chapter 607, Florida Statutes.

B. The Contractor represents and warrants that it has/shall maintain all required local, state, and federal licenses and permits necessary to perform the Services and Contractor shall maintain such licenses and permits in good standing and shall secure all licenses and permits required now or anytime during the term of Agreement. Contractor warrants that is a duly organized and validly existing corporation and that the execution, delivery, and consummation of this Agreement has been duly and effectively authorized and approved by the appropriate officers, directors, and shareholders, and that the execution, delivery, and consummation of this Agreement will not require the consent of any person or organization that has not heretofore been obtained, and that all parties hereto may rely on this representation until written notice to the contrary is received.

### **2. Management Approach**

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Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for the CDD account. Indicate the support staff available to this project manager by function. Bidder must supply an Organization Chart depicting the structure of the local servicing office and regional support. Also, describe past experience in similar projects; volume of work previously performed for other Community Development CDDs thus demonstrating an understanding of the CDD's needs for the services requested and the financial resources and stability to complete the services required, i.e., existence of a natural disaster plan for business operations.

### **3. Personnel Selection Process**

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Describe how recruitment and selection of landscape personnel is accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experience and qualified to perform the work to which they are assigned. Bidder shall have a documented employment process which shall include application, interview, and drug testing and background check phases. A written description of the Bidder's employment process and qualifications is to be included in the response.

## **Section V – INSTRUCTIONS TO BIDDERS (continued)**

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### **4. Development and Retention of Personnel**

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Describe your CDD succession planning and development of officers, supervisors and managers. Contractor shall assign a foreman to the property that shall be responsible for the on-site supervision of Contractors personnel and services being rendered. The foreman shall communicate with the CDD Manager, or its designee at least bi-weekly and such communication shall include, but not limited to, methods and initiatives designed to promote employee retention.

### **5. Total Quality Management Program**

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Outline administrative controls, plans and process to monitor and assure contract compliance of landscape services. Include methods of quality control, contract administration, audits, management inspection programs conduct and job performance standards corrective action planning and follow-up reporting.

### **6. Transition Plan**

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Submit a projected Transition Plan for implementation if awarded the contract to include tasks and time frames. Include a list of all individuals assigned to your transition team with current contact information, telephone numbers and email addresses.

### **7. Training Programs**

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Describe in detail the training programs in place to support this project. **Include the following:**

- Pre-Assignment Training
- Job and Task Specific Training
- Formal Continuous Training
- Annual Retraining and Recertification- Licenses, Accident Prevention
- Supervisory Development Training (Describe the program that your Company utilizes that leads to a professional credential for supervisors.)

Include the name, contract information (including email address) and qualifications of the local or regional trainer(s) who will conduct training for the CDD and the manner in which the CDD documents training, paper records, online, web- accessible, etc.

### **8. Computer Management System**

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Describe productivity and technology applications utilized to enhance and improve business processes, integration of scheduling, payroll and billing systems or other benefits of computerization. Summarize how such systems will benefit the CDD.



## Section V – INSTRUCTIONS TO BIDDERS (continued)

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### 9. Value Added Features

Indicate features or programs not covered elsewhere in the response which are *offered* to enhance your firm's ability to effectively manage this project.

### 10. Insurance

The successful bidder shall carry and maintain, with respect to any work or service to be performed at the CDD property, insurance written by a responsible insurance company, to provide for the following:

- Workers' Compensation as required by applicable statute and Employer's Liability Insurance.
- Commercial General Liability Insurance
- Automobile Liability
- Excess-umbrella Insurance, including terrorism coverage.

Include a sample Certificate of Insurance including limits with the response. All policies and certificates shall provide for thirty (30) days notification to the CDD in the event of cancellation, reduction in limits or changes in coverage. If Contractor is chosen the CDD must be listed as an additional insured on Certificate of Insurance prior to services.

### 11. References

Provide at least three (3) client references whose facilities are comparable in size, profile and landscape maintenance service to the CDD. **Include:** Company name, address, contact person and contact number.

### 12. Site Visit

A mandatory site visit is being scheduled for September 12<sup>th</sup>, 2019. Meeting location is 2090 Continental Street, St. Cloud, FL 34769. The Property Manager can be reached at 407-556-2202.

### 13. Equal Opportunity Employer

In the performance of this Agreement (including the delivery of Services issued hereunder) Supplier shall comply with all applicable statutes, rules, regulations and order of the United States, and of any state or political subdivision thereof, including laws and regulations pertaining to non-discrimination, affirmative action, labor, wages, hour and other condition of employment; that wages paid will equal or exceed those provide by any applicable minimum wage determination; and that the services deliver here under shall be performed in compliance with the Fair Standard Act and any other applicable labor law.

## **Section VI REPORTING AND PENALTY SCHEDULE**

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**The following recurring reports will be required to be submitted to the CDD Representative**  
(Refer to Attached Exhibit "A" for sample reports and templates):

- Site Visit Maintenance Log; Weekly (last business day of the week)
- Irrigation Wet Check; Monthly – last day of each month
- Sod-Fertilization/Pest Control Application Usage Report; Every other month- last day of month
- Ornamentals-Fertilization/Pest Control Application Usage Report; Every other month- last day of month

**Other Reports:**

- Irrigation Work Requests As Needed
- Sod/Ornamental Fertilization/Pest Extra Application Report As Needed

**Should the Recurring Reports not received by the due date, the CDD will reduce the agreed upon monthly service fees by:**

- Site Visit Maintenance Log \$25 per day
- Irrigation Wet Check \$25 per day
- Sod-Fertilization/Pest Control Application Usage Report \$25 per day
- Ornamentals-Fertilization/Pest Control Application Usage Report \$25 per day

**Should the Contractor not report issues with the irrigation, sod or ornamentals within 30 days of discovery, the Contractor will be liable to replace or repair at no cost to the CDD.**

**ENCLOSURE B - PROPOSAL TOP SHEET**

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To: Board of Supervisors

The undersigned, as Bidder, hereby declares that no persons other than the undersigned are interested in this proposal as Principal, and this proposal is made without collusion with others; and that we have: carefully read and examined the specifications; viewed the property; availed ourselves of independent legal counsel to review and discuss the Agree; and with full knowledge of all conditions under which the services herein are requested, hereby propose and agree to furnish said services according to the specifications above.

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Contract Award -  
Failure to provide requested information from Section V could adversely impact the evaluation of your proposal.

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Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Cell: \_\_\_\_\_

E-mail: \_\_\_\_\_



## **Exhibit A**

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### **Samples/Templates of Daily/Weekly Report Forms**

Contractor may choose to use its own company forms, but will be required to supply a Site Visit Journal, a Pest Control Report, Irrigation Wet Check Reports and Irrigation Repair Request Forms as required. All reports must be accompanied by photographs depicting problem areas. Any proposals for additional work or repairs should be accompanied by photographs.

Reports should be emailed or submitted electronically, and may be enhanced with digital pictures for illustration of before and after conditions.

**ANTHEM PARK CDD**

**WORK JOURNAL**

*(This form must be filled out at the end of each site visit and turned into Management Office)*

**DATE:** \_\_\_\_\_

**DESCRIPTION OF WORK PERFORMED TODAY (include pictures):**

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**LOCATIONS:** \_ \_\_\_\_\_

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**ISSUES REQUIRING ATTENTION: (if any, please notify CDD Rep. and include pictures)**

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## **EXHIBIT B**

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### **Maps**



Maintenance Map (As of April 2015)

# Anthem Park

Prepared for the Anthem Park CDD

## EXHIBIT C

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### Visual ScoreCard

## VISUAL GRADESHEET

<b>A. LANDSCAPE MAINTENANCE – Solterra Entrance</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
<b>TURF MOW</b> (grass height, patterns changed, free of grass clumps and landscape debris)	<b>5</b>		
<b>TURF FERTILITY</b> (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	<b>15</b>		
<b>TURF EDGING</b> (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	<b>5</b>		
<b>WEED CONTROL – TURF AREAS</b> (reasonably free of weeds )	<b>10</b>		
<b>TURF INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	<b>10</b>		
<b>PLANT FERTILITY</b> (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	<b>5</b>		
<b>WEED CONTROL – BED AREAS</b> (reasonably free of weeds)	<b>10</b>		
<b>PLANT BED INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	<b>10</b>		
<b>PRUNING &amp; TREE TRIMMING</b> (15 feet over roadways, 8 feet sidewalks and elsewhere)	<b>10</b>		
<b>CLEANLINESS</b> (debris free, leaf litter, landscape debris)	<b>10</b>		
<b>MULCHING</b> (distributed appropriately, bare areas, recommended is 3")	<b>5</b>		
<b>WATER/IRRIGATION MANAGEMENT</b>	<b>15</b>		
<b>PRIOR MAINTENANCE ITEMS ADDRESSED</b>	<b>5</b>		

<b>B. SEASONAL COLOR/PERENNIAL MAINTENANCE</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
<b>VIGOR/APPEARANCE</b>	<b>10</b>		
<b>INSECT/DISEASE CONTROL</b>	<b>10</b>		
<b>DEADHEADING/PRUNING</b>	<b>10</b>		
<b>MAXIMUM VALUE</b>	<b>145</b>		

Date \_\_\_\_\_ Score: XX

Contractor Signature: \_\_\_\_\_

Inspector Signature: \_\_\_\_\_

(Promote Consistent Maintenance – Landscape Failure at 86%. Deduction based on Quality of Maintenance)



## **EXHIBIT D**

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### **Financial Summary**

## **EXHIBIT E**

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### **Selection Criteria**

**ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT**

**EVALUATION CRITERIA  
LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES**

**1. Personnel (20 points)**

(E.g., geographic locations of the firm’s headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.). Cite specifically proposed staffing levels for the various seasons.

**2. Experience (20 points)**

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

**3. Understanding of Scope of Work (30 points)**

Does the proposal demonstrate an understanding of the Districts needs for the services requested? Present an annual detailed calendar of events

**4. Price (30 total points)**

Points available for price will be allocated as follows:

# ABOUT US



Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. For more than a decade since, we've been linked by a common goal to better serve our clients, sharing our experience in landscape maintenance, landscape installation, landscape enhancement, and tree care services.

Yellowstone Landscape has become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 3000 clients from local operating facilities across the South and Southwest.

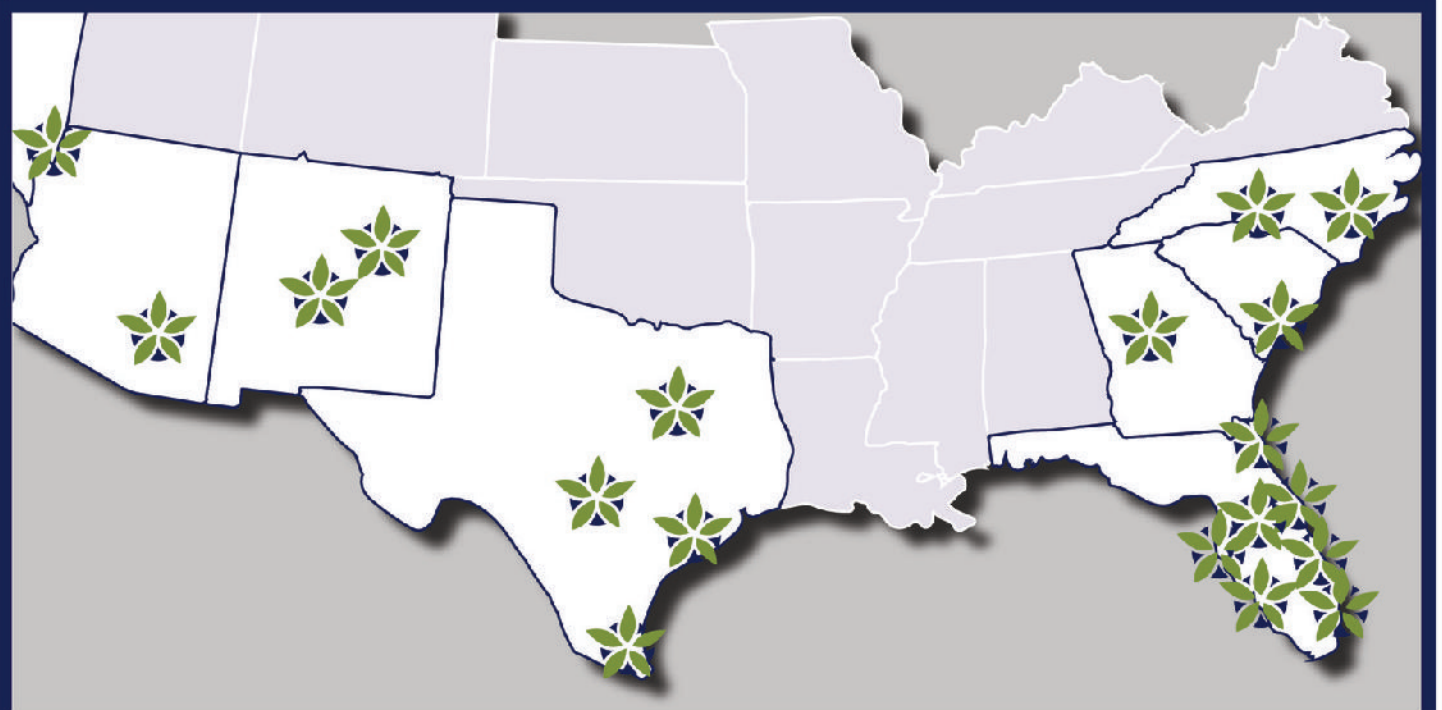
Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations, local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers in the South and Southwest United States.

## Quick Facts About Yellowstone Landscape:

- More than 30 Local Operating Branches Across the South and Southwestern United States
- Over 2500 Full-Time Employees & 800 Seasonal and Part-Time Associates
- More than 1000 Vehicles in Our Service Fleet
- Established Executive Leadership and Local Operations Management Teams
- Safety Program Recognized as Among the Most Proactive in the Landscape Industry
- 93% Client Satisfaction Rating in our most recent annual client survey
- 29 National Landscape Awards of Excellence received since 2008
- Ranked #5 in the 2019 Top 100 Largest Lawn & Landscape Companies in North America
- More than 1,000,000 trees planted along public roadways in the last decade



# Trusted Across the South and Southwest



Yellowstone Landscape serves our clients from local branch locations across the South and Southwest United States.

Our talented Landscape Professionals are experts in their local areas, delivering excellence in commercial landscape maintenance, installations and enhancements, and tree care.

Local operating teams are supported by the collective strength of a national leader in commercial landscaping services. We empower our local leaders to make decisions in the best

interests of our clients and their properties. No excuses, no calling headquarters for approval, no corporate red tape. **Just do what's right.**

Working safely. Providing great service to our clients. Taking pride in our work. Building lasting partnerships with our clients.

That's how we've become the **trusted commercial landscaping partner of choice** to more than three thousand clients across the South and Southwest.



# Proud to Serve Orlando



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

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

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

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

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

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

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



# Committed to Safety



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

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

## Our Commitment to Safety includes:

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



# Environmental Stewardship



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

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

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

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

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

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

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

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



# Industry Recognition



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

**Del Webb Lake Oconee;** Greensboro, Georgia; 2018

**Mesa Del Sol;** Albuquerque, New Mexico; 2018

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

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

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

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

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

**Tradition;** Tradition, Florida; 2015

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

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

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

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

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

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

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

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



# Our People. Your Partner.



At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 2500 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

**We're proud of our people. We want you to be proud of your landscape service partner.**



# Building Lasting Partnerships



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

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

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

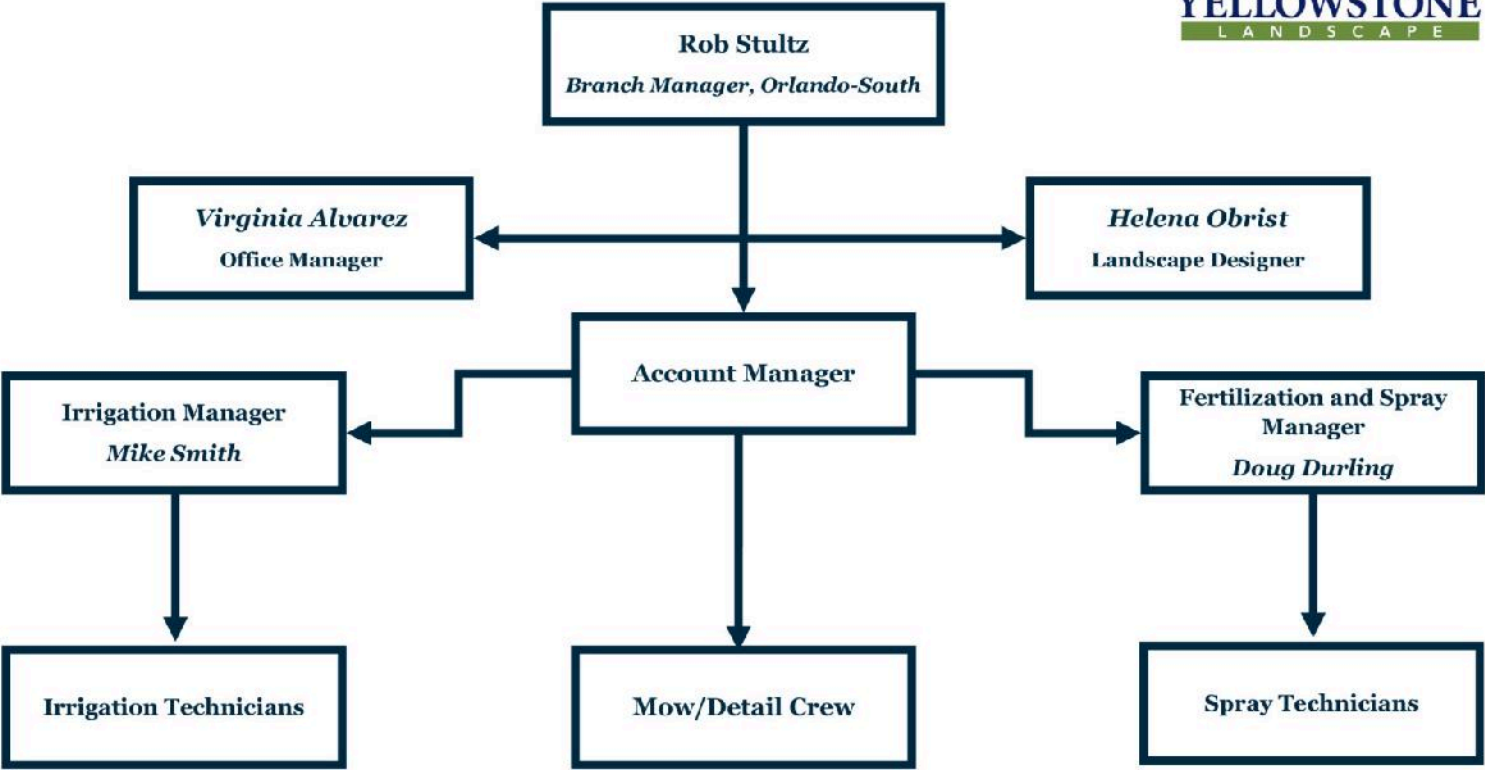
Our focus on building lasting relationships with the clients we serve, has led to many partnerships that have been established and grown over time. In fact many of these partnerships now span more than a decade of successful service. We believe that our

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

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

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

Anthem Park  
 Community Development District



\*\*\*\*\*Total amount of field employees will fluctuate depending on the season; this is the staffing plan at the height of the growing season; supplemental crew members may be added to accommodate for extra workload if needed



# Landscape Design



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

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

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

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

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

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



# Seasonal Color Installations



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

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

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

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

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

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



# Landscape Installation



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

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

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

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

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



# Landscape Maintenance



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

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

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

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

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

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



# Irrigation Installation & Management



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

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

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

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

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

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

# Computer Management System:

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## **Aspire:**

- Central system we use to help perform all functions of tracking a job from a lead, to an opportunity, to being awarded the contract, implementation, and job scheduling
- The System also allows us to track each individual labor aspect of performing our landscape duties outline in any contract
- Our billing system pulls directly from this software
- Any enhancement proposals are also tracked electronically and attached to the job
- For any job we are allowed to see the invoicing, open work tickets, closed work tickets, when items have been proposed and completed, anything to do with the job
- This central information hub allows everyone in our company to become more efficient and accurate with their time, which those cost savings get translated down to our customers
- This central system also, allows us to better serve our clients



# Employee Recruitment and Retention:

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## **Hiring Practices:**

- Website Application Process
- Local Branch Application Process for Walk-Ins
- Employee Referrals
- College Recruitment from Internship Process
- H2B (temporary/seasonal government lead workforce process)

## **Retention Practices:**

- Front Line Incentive Program
- Crew of the Month Awards
- Training (Proper training reduces injuries/workplace accidents; get employees back home to their families safely)
- Safety (BBQs for Branches that meet the criteria)
- Employee Provided Lunches for Outstanding Performance

\*All Employees undergo a drug screening and background test





**YELLOWSTONE**  
LANDSCAPE

## IRRIGATION INSPECTION REPORT

Job Name	
----------	--

Date	Controller	
Inspected By	<b>Paul Stamper</b>	

### Program Information

Run Days	Program A	Program B	Program C	Program D
	SMTWTFS	SMTWTFS	SMTWTFS	SMTWTFS
	0000000	0000000	0000000	0000000
Program				
Start				
Times				

### System Information

Backflow	Meter	Pump Status
Meter Reading		
Rain Sensor	Yes	No

Seasonal Adjust	%	%	%	%
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ZONE #	HEAD TYPE	Run Time	Run Time	Run Time	Run Time	COMMENTS
1						
2						
3						
4						
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35						



# Lawn & Ornamental Report



**YELLOWSTONE**  
LANDSCAPE

Property: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Turf Application ☐

Scheduled Application ☐

Name - \_\_\_\_\_

Ornamental Application ☐

Service Call ☐

## Turf Application Information

## Ornamental Application Information

Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: <input type="checkbox"/>	Liquid: <input type="checkbox"/>	Fungicide / Insecticide Used:	Liquid: <input type="checkbox"/>	Fungicide / Insecticide Used:
Granular: <input type="checkbox"/>	Herbicide(s) Used:	1) _____	Granular: <input type="checkbox"/>	1) _____
1) Analysis: _____	1) _____	Target Pest: _____	1) Analysis: _____	Target Pest: _____
Application Rate: _____ <small>( lbs. N / 1000 Sq. Ft. )</small>	2) _____	_____	Palms: <input type="checkbox"/>	Plants(s) Treated: _____
Area(s) Treated: _____	Area(s) Treated: _____	Area(s) Treated: _____	Annuals: <input type="checkbox"/>	_____
_____	_____	_____	Plants: All <input type="checkbox"/>	2) _____
_____	_____	_____	Selected <input type="checkbox"/>	Target Pest: _____
2) Analysis: _____	Granular: <input type="checkbox"/>	2) _____	2) Analysis: _____	Plants(s) Treated: _____
Application Rate: _____ <small>( lbs. N / 1000 Sq. Ft. )</small>	Herbicide Used:	Target Pest: _____	Palms: <input type="checkbox"/>	_____
Area(s) Treated: _____	1) _____	_____	Annuals: <input type="checkbox"/>	3) _____
_____	Area(s) Treated: _____	Area(s) Treated: _____	Plants: All <input type="checkbox"/>	Target Pest: _____
_____	_____	_____	Selected <input type="checkbox"/>	Plants(s) Treated: _____

Comments & Observations: \_\_\_\_\_

\_\_\_\_\_  
Technician's Signature

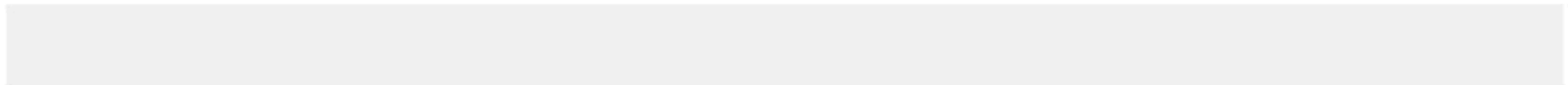
\_\_\_\_\_  
Manager's Signature:



# CDD Landscape Maintenance Experience

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

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2019

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

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

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

**COVERAGES****CERTIFICATE NUMBER:** 19-20**REVISION NUMBER:**

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

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

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

SEE NOTES FOR POLICY COVERAGE FORMS

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Yellowstone Landscape - Southeast, LLC</b>	
	2 Business name/disregarded entity name, if different from above <b>dba Yellowstone Landscape</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>3235 N. State Street, PO Box 849</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Bunnell, FL 32110</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number								
			-			-		
or								
Employer identification number								
2	0	-	2	9	9	3	5	0
								3

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► <b>1/14/19</b>
-----------	--	-----------------------

### General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



# Certified Pest Control Operator



State of



Florida

Department of Agriculture and Consumer Services

Bureau of Licensing and Enforcement

## CERTIFIED PEST CONTROL OPERATOR

Number: JF235888

DAVID BOLDMAN

*This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice*

*Lawn and Ornamental*

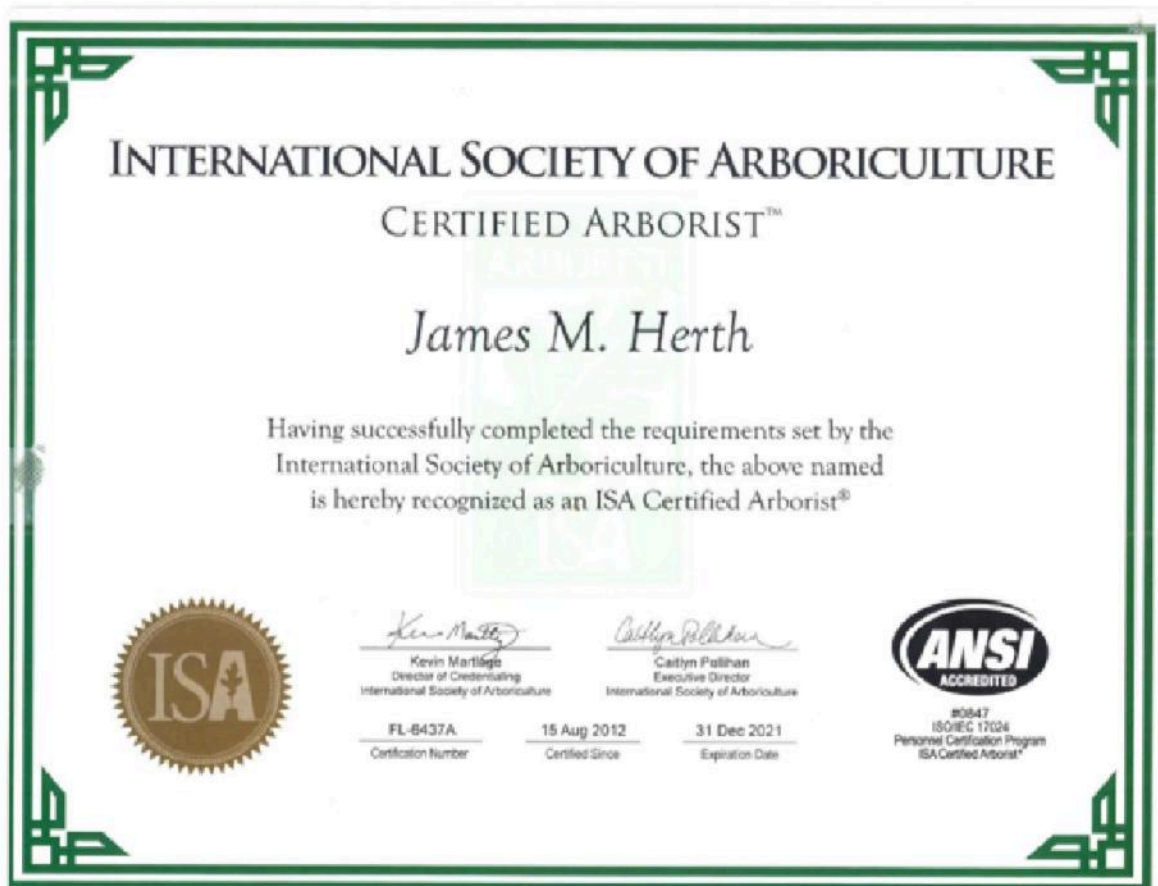
*in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.*

*In Testimony Whereof, Witness this signature at Tallahassee, Florida on August 5, 2015*

*[Signature]*  
Chief, Bureau of Licensing and Enforcement

*[Signature]*  
Adam H. Putnam  
Commissioner of Agriculture

FDACS 13618.06/01




INTERNATIONAL SOCIETY OF ARBORICULTURE  
CERTIFIED ARBORIST™

*Douglas Durling*

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



  
Luana Vargas  
Director of Credentialing Services  
International Society of Arboriculture

  
Caitlyn Pollihan  
Executive Director  
International Society of Arboriculture

FL-0322A  
Certification Number

11 Dec 2010  
Certified Since

31 Dec 2021  
Expiration Date



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



State of

Florida

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

This is to Certify that DOUGLAS R. DURLING is a

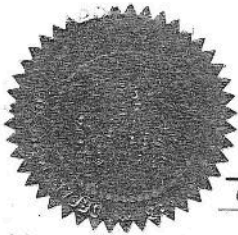
Certified Pest Control Operator

and is privileged to practice

LAWNAND ORNAMENTAL PEST CONTROL

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

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



*Bob Crawford*

BOB CRAWFORD  
Commissioner of Agriculture

No. 8127

*M. J. Mullen*

CHIEF  
Bureau of Entomology and Pest Control



FUNCTION	FREQUENCY (PER YEAR)	UNIT PRICE	FIRST YEAR GRANDTOTAL
A. St. Augustine Turf Mow	42	\$514.11	\$21,592.57
B. Bahia Turf Mow (revised from 42 to 36)	36	\$1,054.14	\$37,949.14
C. Eagle Protection Zone	24	\$774.69	\$18,592.57
D. Edge (Soft)	24	\$395.68	\$9,496.28
E. Edge (Hard)	42	\$226.10	\$9,496.28
F. Shrub/Groundcover Trim – Monthly Detail of Entire Campus	12	\$1,419.28	\$17,031.36
G. Special Detail of High Visibility Areas – Main Entrances, Amenity & Pool Area- Trimming 2x monthly, weed and trash control weekly	24 Trimmings 52 Events for Weed & Trash Control	\$319.88	\$7,677.12
H. Tree Maintenance (15 feet – list quantity) & Crepe clearance on Lights on Capital	1	\$5,677.12	\$5,677.12
I. Palm Pruning (list quantity)	1	N/A	N/A
J. Insect/Disease Control (ongoing – spot treat as needed – no blanket)	42	\$10.14	\$425.78
K. Irrigation Inspection and Management (1 visit per month – entire campus)	12	\$473.09	\$5,677.12
L. Shrub Fertilization/Chemical – Insect/Disease Control as Needed	2	\$1,064.46	\$2,128.92
M. St. Augustine Turf Fertilization/Chemical (Includes blanket preventative for chinch)	6	\$709.64	\$4,257.84
N. Bahia Turf Fertilization/Chemical – Cannot fertilize as near pondbanks	0	\$0	\$0
O. Turf Weed Control & Spot as Needed	42	\$10.14	\$425.78
P. Bed Weed Control	42	\$30.14	\$1,277.35
Q. Annuals – 150 Per Rotation	4	\$225.00	\$900.00
R. Mulch Per CY – 200 Yards	<del>2</del> 1	\$8,800.00	\$8,800.00
S. Garbage Removal – 1 x per week – 10 trash receptacles –provide unit pricing as well as extended	52	\$68.23	\$3,548.20
T. Palm Fertilization Per Tree – provide unit pricing	As Needed	\$15.00/palm	
U. Sod Replacement – provide unit pricing	As Needed	\$1.50/sqft	

V. Tree Fertilization Per Tree – provide unit pricing	As Needed	\$15.00/tree	
W. Irrigation Labor per Emergency Response – provide unit pricing	As Needed	\$65.00/man hour	
X. Extra Mowing to Maintain 3 ½ to 4” height	As Needed	\$42.00/man hour	
Y. Volleyball Court Rake- provide estimated as needed requirements for contract	<u>52</u>	\$42.00	\$1,092.00
Z. Leaf Removal – provide estimated as needed requirements for contract	<u>8</u>	\$193.00	\$1,544.00
AA. Garbage Trash Liners – 2 x per week – 10 trash receptacles – provide unit pricing as well as extended	520	\$5.46	\$2,838.56

Items for Contract Pricing will include Item A-S. All other prices will be considered as needed and addressed by individual proposal unless deemed otherwise by the Board based on response.

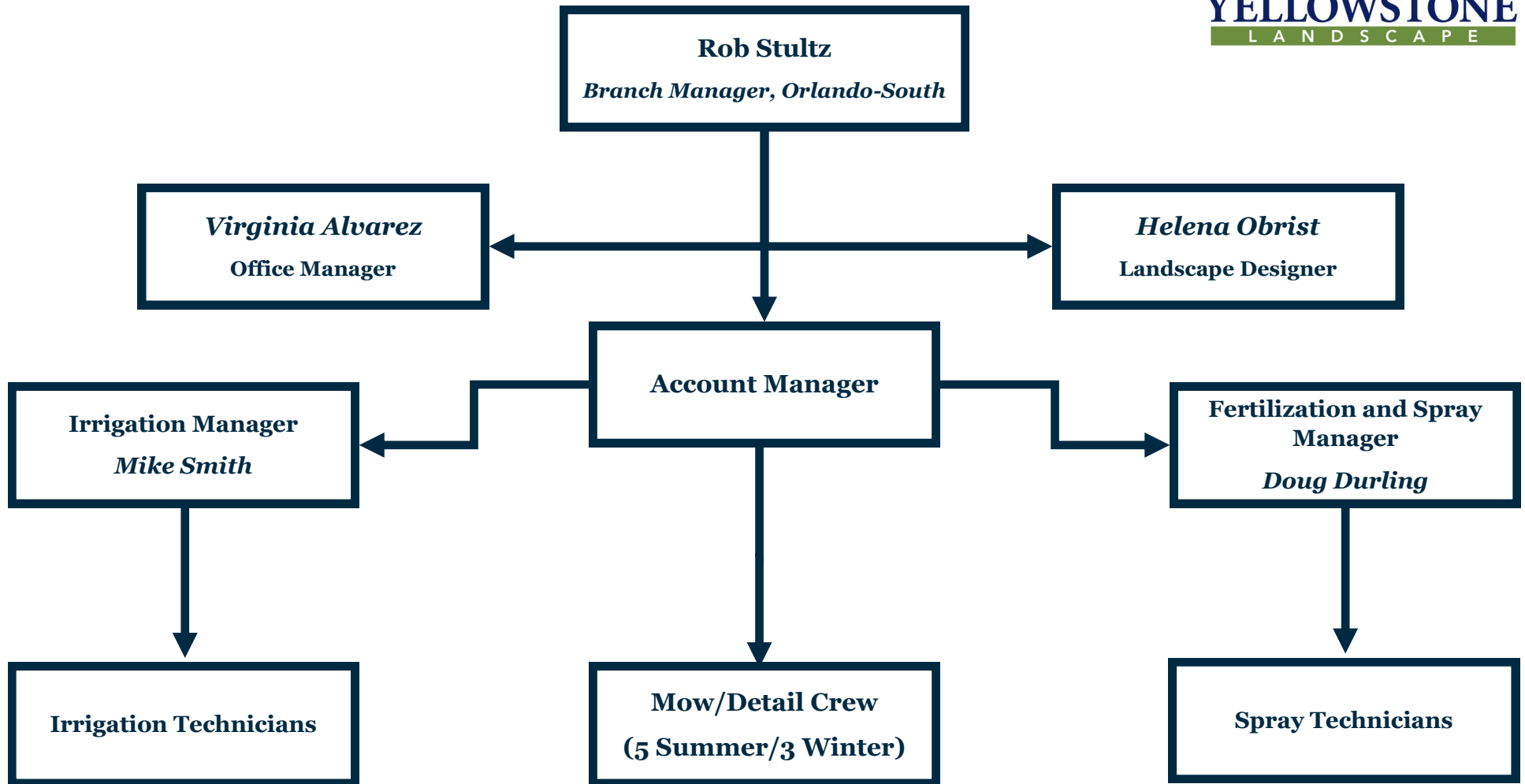
Contract Pricing Year One \$160,428.00

Contract Pricing Year Two \$160,428.00

Contract Pricing Year Three \$165,240.00

Contract Pricing Year Four \$168,552.00

# Anthem Park Community Development District



\*\*\*\*\*Total amount of field employees will fluctuate depending on the season; this is the staffing plan at the height of the growing season; supplemental crew members may be added to accommodate for extra workload if needed

### **Enclosure A, Schedule of Services, as applicable to each Agreement**

Business Partner shall ensure hiring, training and administration of motivated and professional employees that meet or exceed both Business Partner and District's standards. Compliance with Occupational Safety and Health Act (O.S.H.A.) All material, equipment, etc. to be used by the Business Partner in the performance of the Services shall conform to all OSHA requirements. The Business Partner shall defend, indemnify and hold harmless the District for any failure by the Business Partner to comply with those requirements.

Business Partner is responsible for the daily personal appearance of landscape personnel. Business Partner shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support continuous performance of contract requirements. Landscape personnel are prohibited from carrying weapons of any kind, including but not limited to: firearms, nightsticks, martial arts weapons or equipment, batons or any chemical agent spray or liquid.

Business Partner shall agree to remove from the site, whenever required to do so by the District, any employee considered by District to be unsatisfactory or undesirable to the District, within the limits of any applicable laws.

Business Partner shall administer all cost accounting and billing relative to this contract.

Business Partner must have an emergency phone contact available twenty-four (24) hours per day for major irrigation repairs and leaks and the contact must speak and understand the English language fluently. Business Partner must be on-site within two (2) hours when notified of a major irrigation break as may be requested by the Anthem Park CDD.

Business Partner must attend every District meeting held on a monthly basis.

Business Partner must provide priority emergency clean up services after named storms.

Business Partner is responsible for providing a written report to the District within thirty days of start date of contract outlining any damage to the irrigation system. The District is responsible for any necessary repairs listed on the Business Partner's report.

Business Partner is responsible for providing a written report to District within thirty (30) days of start date of contract outlining any dead turf and/or plant material (trees in excess of fifteen feet height are excluded) present in the Areas to be Maintained. After day thirty (30), if the District has repaired the irrigation system as called for above, the Business Partner is responsible for replacement of any additional dead turf and/or plant material in the Areas to be Maintained that is not caused by age, non-Business Partner vehicle damage, vandalism, or Acts of God. As District replaces dead turf/plant material from Business Partners report, Business Partner is responsible for providing photos or video proof that dead plant material was dead or distressed at the start of the contract period.



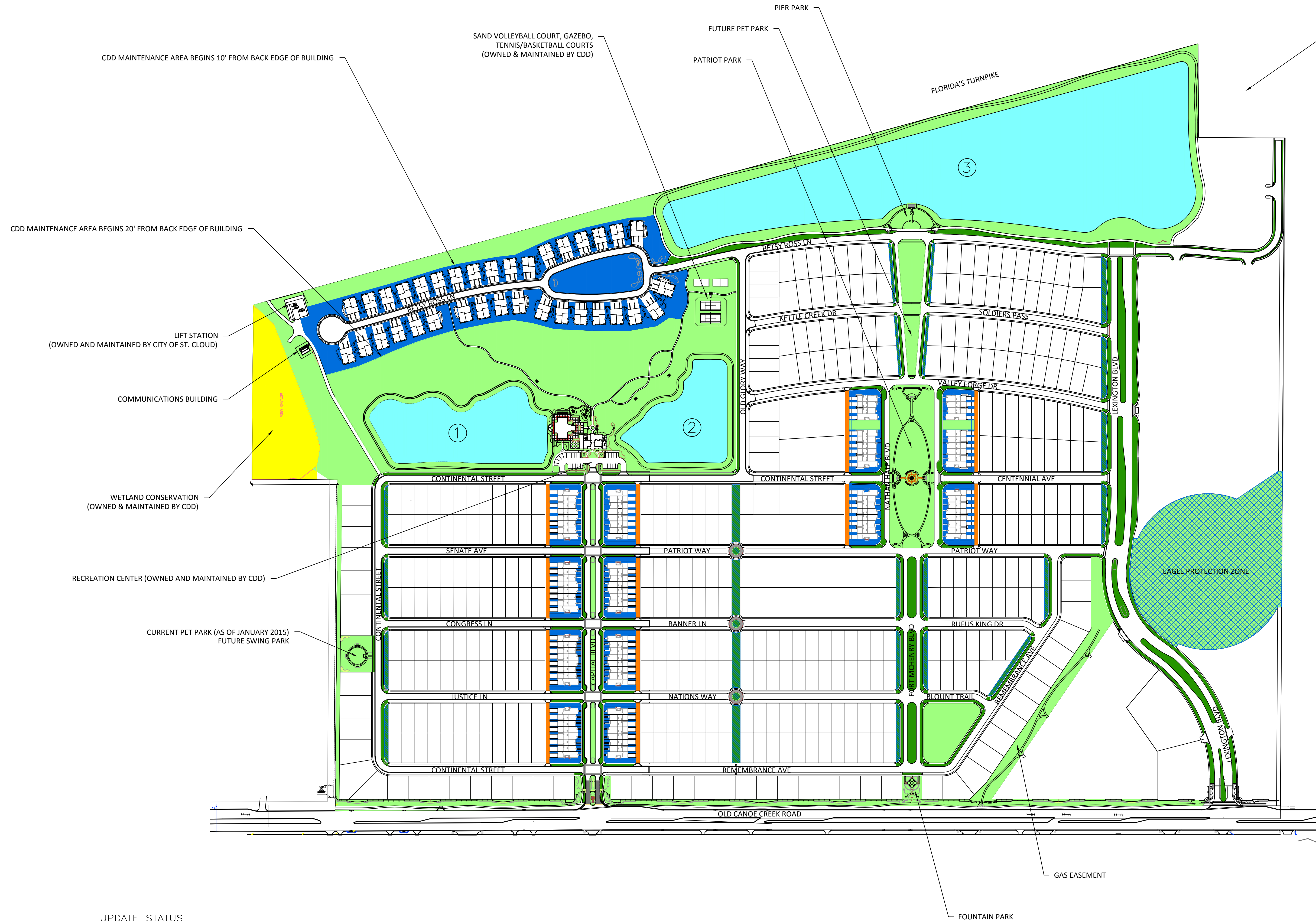
**Enclosure A, Schedule of Services, as applicable to each Agreement**  
**(continued)**

Business Partner shall assign an account manager to the property that shall be responsible for the on- site supervision of Business Partners personnel and services being rendered.

**The account manager shall communicate with the District Manager at least weekly and such communication shall include, but not limited to the following:**

1. Detailed weekly reports of work performed, and detailed and dated enumeration of problems encountered, during service performance, and recommendation for solution.
2. Detailed monthly irrigation reports from irrigation inspection.
3. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
4. Detailed and dated account of any materials or service incorporated into work that will be billed for as an extra charge. All extra work that incurs a cost must be approved in advance.
5. All of the above reports and accounts will be delivered to the Community District Manager along with the invoice for the prior month's services; invoice will not be processed for payment until reports are received.

## **EXHIBIT B: MAP OF SERVICE AREA**



	CDD MAINTENANCE AREA	2,054,588.60 S.F.
	EAGLE PROTECTION AREA	304,808.59 S.F.
	IN CITY RIGHT-OF-WAY, MAINTAINED BY CDD	264,465.08 S.F.
	HOA MAINTENANCE AREA	
	HOA TRACT BEING CONVEYED TO CDD FOR CDD MOWING AND MAINTENANCE	86,445.12 S.F.
	DEDICATED CDD STORMWATER MANAGEMENT AREA (MAINTAINED BY CDD)	
	ALLEYWAY (MAINTAINED BY CDD)	
	WETLAND (MAINTAINED BY CDD)	
	PRIVATELY MAINTAINED	

\*Streets and sidewalks within the right-of way-dedicated to the City of St. Cloud shall be maintained by the City of St. Cloud, excluding concrete band and/or brick pavers as noted below.

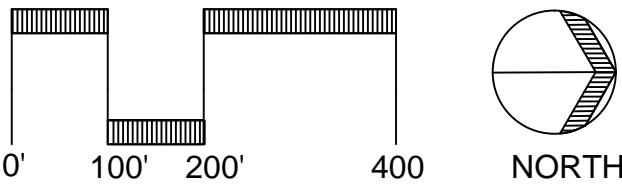
\*Landscape areas within the right-of way dedicated to the City of St. Cloud (between sidewalk and roadway) shall be mowed by the CDD.

\*Anthem Park CDD is responsible for maintenance, repair and/or replacement of any concrete banding and/or brick pavers located within the pavement of any right of way dedicated to the City of St. Cloud.

\*Utilities (water, sewer, reclaimed water) and storm system within the City of St. Cloud's right of way shall be maintained by City of St. Cloud.

City of St. Cloud Phone No.: (407) 957-7344

UPDATE STATUS	
DATE	DESCRIPTION
4/6/2015	ADDITIONAL CDD MAINTENANCE AREA PROVIDED FROM CURB TO SIDEWALK
4/13/2015	REVISED SUMMERY AREAS



Maintenance Map (As of April 2015)

# Anthem Park

Prepared for the Anthem Park CDD



**BOYD CIVIL**  
ENGINEERING  
6824 Hanging Moss Road  
Orlando, Florida 32807  
Office: (407)494-2693  
Certificate of Auth. 29791

## **EXHIBIT C: GRADE SHEET**



## VISUAL GRADESHEET

A. LANDSCAPE MAINTENANCE	VALUE	DEDUCTION	REASON FOR DEDUCTION
<b>TURF MOW</b> (grass height, patterns changed, free of grass clumps and landscape debris)	5		
<b>TURF FERTILITY</b> (dead/browning grass, nutrient levels tested 2 x yearly, fertilizer streaking)	15		
<b>TURF EDGING</b> (sidewalks, curbs, pathways, and other paved surfaces, no discharge, no irregular lines)	5		
<b>WEED CONTROL – TURF AREAS</b> (reasonably free of weeds)	10		
<b>TURF INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	10		
<b>PLANT FERTILITY</b> (dead/browning shrub, shrubbery shaping, rejuvenation pruning vs tabletop, yellowing)	5		
<b>WEED CONTROL – BED AREAS</b> (reasonably free of weeds)	10		
<b>PLANT BED INSECT/DISEASE CONTROL</b> (monitor for pests, disease, fungus)	10		
<b>PRUNING &amp; TREE TRIMMING</b> (15 feet over roadways, 8 feet sidewalks and elsewhere)	10		
<b>CLEANLINESS</b> (debris free, leaf litter, landscape debris)	10		
<b>MULCHING</b> (distributed appropriately, bare areas, recommended is 3")	5		
<b>WATER/IRRIGATION MANAGEMENT</b>	15		
<b>PRIOR MAINTENANCE ITEMS ADDRESSED</b>	5		

<b>B. SEASONAL COLOR/PERENNIAL MAINTENANCE</b>	<b>VALUE</b>	<b>DEDUCTION</b>	<b>REASON FOR DEDUCTION</b>
<b>VIGOR/APPEARANCE</b>	<b>10</b>		
<b>INSECT/DISEASE CONTROL</b>	<b>10</b>		
<b>DEADHEADING/PRUNING</b>	<b>10</b>		
<b>MAXIMUM VALUE</b>	<b>145</b>		

Date\_\_\_\_\_Score:\_\_\_\_\_XX\_\_\_\_\_

Contractor Signature:\_\_\_\_\_

Inspector Signature:\_\_\_\_\_

**(Promote Consistent Maintenance – Landscape Failure at 86%. Deduction based on Quality of Maintenance)**

# EXHIBIT 5

**SECOND AMENDMENT TO AMENITY FACILITY MANAGEMENT, POOL MONITORING,  
GENERAL FACILITY MAINTENANCE, AND JANITORIAL MAINTENANCE SERVICES  
AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT BETWEEN ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT AND VESTA PROPERTY SERVICES, INC. FOR AMENITY FACILITY MANAGEMENT, POOL MONITORING, GENERAL FACILITY MAINTENANCE, AND JANITORIAL MAINTENANCE SERVICES ("Second Amendment"),** effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), is made and entered into by and between **ANTHEM PARK COMMUNITY DEVELOPMENT DISTRICT** ("District"), and **VESTA PROPERTY SERVICES, INC.** ("Vesta").

**RECITALS**

**WHEREAS**, District and Vesta entered into that certain Amenity Facility Management, Pool Monitoring, General Facility Maintenance, And Janitorial Maintenance Services contract dated September 1, 2016 and that First Amendment to the Amenity Management Agreement **dated** (collectively the "Amenity Management Agreement") for Vesta to manage, staff, and/or maintain the District's amenity center and to provide other services as described more particularly in the Amenity Management Agreement ; and

**WHEREAS**, the Anthem Park Community Development District Board of Supervisors and Vesta desire to modify the staffed hours of the Amenity Center facilities.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, District and Vesta hereby covenant and agree as follows:

1. Definitions. Unless otherwise defined herein, the capitalized terms used in this Second Amendment shall have the same meanings as are set forth in the Amenity Management Agreement, as amended.

2. Amenity Center Staffed Hours. Section 4 of the Amenity Management Agreement is amended as follows, deletions being shown in strikethrough and additions shown in underline format:

The staffed hours of the Amenity Center facilities are anticipated to be from:

~~Monday-Wednesday; 9:00 am—12:00 pm~~

~~Thursday; 2:00 pm—5:00 pm~~

~~Friday: 9:00 am—12:00 pm~~

Sunday and Monday: Closed

Tuesday: 9:00 am – 12:00 pm

Wednesday: 9:00 am – 12:00 pm

Thursday: 10:00 am – 11:00 am (Available by appointment until 5)

Friday: 9:00 am – 12:00 pm

Saturday: 9:00 am – 12:00 pm



Notwithstanding Section 16 of this Agreement, ~~Provided, however, that~~ any deviation from such staffed hours ~~shall~~ must be approved by the District's Board of Supervisors (the "Board") or ~~its authorized representative~~ the District Manager and Vesta by written letter of agreement.

3. Entire Agreement. The Amenity Management Agreement and this Second Amendment set forth all covenants, promises, agreements, conditions and understandings between District and Vesta concerning the Amenity Management Agreement and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those which are set forth therein. Except as otherwise provided herein, no subsequent alterations, changes or additions to the Amenity Management Agreement, First Amendment or this Second Amendment shall be binding upon District or Vesta, unless reduced to writing and fully executed by both District and Vesta.

4. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

5. Force and Effect. Except as modified herein, all terms and conditions of the Amenity Management Agreement are hereby ratified and acknowledged to be unchanged and are, and shall remain, in full force and effect, and Vesta and District waive any defects in the execution of the Amenity Management Agreement as amended. In the event of any conflict between the terms and conditions of the Amenity Management Agreement, the First Amendment and the terms and conditions of the Second Amendment, the Second Amendment shall govern and control.

6. Successors. The provisions of this Second Amendment shall be binding upon, and shall inure to the benefit of, each of the parties hereto and to their respective successors, transferees and assigns.

7. Legal Advice. Each of the parties hereto has been advised of its right to the advice of independent counsel of its own choosing, and acknowledges that it has either exercised or hereby waives that right.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to Amenity Management Agreement as of the day and year first above written.

***[SIGNATURES FOLLOW]***

**IN WITNESS WHEREOF**, the Parties execute this Agreement the day and year first written above.

Attest:

**ANTHEM PARK COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**VESTA PROPERTY SERVICES, INC.**

\_\_\_\_\_  
Witness

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

Print: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

# EXHIBIT 6

# Lee Masonry

*6985 Hammock Trace Drive  
Melbourne, Florida 32940  
321-243-2196  
leemasonryrepair@gmail.com*

## Work Order Proposal

### Bill To:

Anthem Park CDD  
2090 Continental Street  
St. Cloud, Florida 32969  
407-556-2202

### Ship To:

Same

Date: 12/03/19

<u>Qty</u>	<u>Description</u>	<u>Price/ Unit</u>
<u>Total</u>		
1	Replace all brick on bottom right column of Entrance sign	\$1550.00

### notes:

Cost includes all labor and materials.

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Item Cost: 1550.00

Total cost: \$1550.00



ESTIMATE



**Maria Agosta**  
2090 Continental Avenue, Saint Cloud  
FL 34769  
(718) 404-7417  
(407) 520-7401

**Phipps Masonry LLC**  
55 West Church St. #3208  
Orlando, FL 32801  
Phone: (704) 689-8822  
Email: phippsmasonryllc@gmail.com  
Web: phippsmasonry.com

Estimate # 001144  
Date 12/02/2019

Description	Total
Brick Column Repair and Rebuild	\$2,200.00
We propose to re-point loose, cracked or deteriorated mortar joints. We propose to remove the damaged brick and re-lay new brick with fresh mortar.	

<b>Subtotal</b>	\$2,200.00
<b>Total</b>	<b>\$2,200.00</b>













## Phipps Masonry Repair Specialists

### 1.0 Scope of Work

Phipps Masonry will provide all labor, equipment, material and supervision necessary to perform the project. We propose to re-point loose, cracked or deteriorated mortar joints. We propose to remove the damaged brick and haul off debris. We then propose to re-lay new brick with fresh mortar. Phipps Masonry is not responsible for lawn damage.

### 2.0. Pricing

The scope of services will be performed for the lump sum fee stated in page 1. Payment will cover the materials and labor costs to perform the work. Phipps Masonry will require that the lump sum fee of this agreement to be paid at the completion of this project. Payments will be accepted by check, card, or cash. Card payments are subject to a 3% convenience fee.

### 3.0 Schedule

This proposal is based on operating in a continuous and uninterrupted manner. Phipps Masonry anticipates that the proposed scope of work can be completed in 1 working day, unless unforeseen conditions are encountered, or weather delays the project.

### 4.0 Acceptance

Thank you for the opportunity to provide you this estimate and we look forward to hearing from you.

This proposal is offered for your acceptance.

Respectfully submitted,

Christopher Phipps  
Phipps Masonry LLC, 55 West Church St #3208  
Orlando, FL 32801  
Cell phone number: 704-778-6626

Your on-site project manager will be:  
Christopher Phipps

If you have any questions or concerns during the completion of this project, please contact the project manager.

By signing this document, the customer agrees to the services and conditions outlined in this document.

Please sign and date below that you have read and accept this proposal.

---

Maria Agosta

Scott Teeds Concrete Inc

18601 Frost Dr  
Orlando Fl 32820

Estimate

Date	Estimate #
9/20/2019	816

Name / Address
Anthem Park CDD 2090 Continental St St. Cloud Fl 34769

			Project
Description	Qty	Rate	Total
Replace Brick At Front Entrance Of Subdivision	1	1,200.00	1,200.00
Thank you for your business Scott Teed 407-765-7915 Scott Teeds Concrete Inc			<b>Total</b> \$1,200.00

# EXHIBIT 7



## Records Lake Mary

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**From:** Patricia Thibault  
**Sent:** Monday, December 02, 2019 2:53 PM  
**To:** Records Lake Mary  
**Subject:** FW: [External] RE: Neptune Concept Plans

Please slate for agenda

Patricia Thibault  
DPFG  
Senior District Manager  
250 International Parkway, Suite 280  
Lake Mary, FL 32746  
Office (321)-263-0132; extension 4205  
Cell (407) 221-9153

---

**From:** Neysa Borkert <nborkert@Orlandolaw.net>  
**Sent:** Monday, December 2, 2019 2:00 PM  
**To:** Patricia Thibault <patricia.comings-thibault@dpfg.com>  
**Subject:** FW: [External] RE: Neptune Concept Plans

I know you were copied on this and we had some correspondence, however, it seems that there is more time than we thought to have this looked at by the Board. With that being said, during my comments in the next meeting, I can pass on the updated information we received and find out if the Board would like to entertain a more formal presentation from the developer to help in considering the request.

Let me know how you think we should move forward.

Thanks, Neysa

---

**From:** Jo Thacker [mailto:Jo.Thacker@nelsonmullins.com]  
**Sent:** Monday, November 25, 2019 2:18 PM  
**To:** Neysa Borkert <nborkert@Orlandolaw.net>  
**Cc:** Patricia Thibault <patricia.comings-thibault@dpfg.com>  
**Subject:** [EXTERNAL] RE: [External] RE: Neptune Concept Plans

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**WARNING - EXTERNAL EMAIL:** Ensure you trust this sender before clicking on any links or attachments. Please report any suspicious mail.

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Neysa: Thank you for getting back to me. Below please see my responses. The 2<sup>nd</sup> reading is actually on Dec. 12<sup>th</sup>. I think that Kyle has left the City because I have not been able to reach him either. This is a preliminary concept plan approval. I don't think the City expected any kind of final agreement before the next meeting but they did want to know if it is something that can be addressed before any final concept plan is approved (has to be done within the next 12 months).

I appreciate all of your help on this and I am hopeful we can work something out. Thank you again and please have a wonderful Thanksgiving. Jo



---

JO O. THACKER **PARTNER**

[jo.thacker@nelsonmullins.com](mailto:jo.thacker@nelsonmullins.com)

390 NORTH ORANGE AVENUE | SUITE 1400

ORLANDO, FL 32801

T 407.839.4230 F 407.425.8377

NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

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■

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**From:** Neysa Borkert <[nborkert@Orlandolaw.net](mailto:nborkert@Orlandolaw.net)>

**Sent:** Monday, November 25, 2019 1:37 PM

**To:** Jo Thacker <[Jo.Thacker@nelsonmullins.com](mailto:Jo.Thacker@nelsonmullins.com)>

**Cc:** Patricia Thibault <[patricia.comings-thibault@dpfg.com](mailto:patricia.comings-thibault@dpfg.com)>

**Subject:** RE: [External] RE: Neptune Concept Plans

Good Afternoon Jo,

I have reviewed the staff report and ordinance for Neptune Village and I had some questions that I posed to the planner for the case, Kyle Wilkes, however, I have not heard back from him. In light of the quickly approaching final reading date (my understanding is that this project is set to be heard by the city council on December 10<sup>th</sup>) and the upcoming Anthem Park CDD Board meeting date of December 13<sup>th</sup>, I was wondering if you could respond to the following.

It appears from the Preliminary Master Plan that the applicant is including the Anthem Park CDD's park property as "Open Space". Is that correct? No, we did not include any property owned by the CDD. Has the CDD's park been included in the applicant's open space calculation? The open space calculation comment was just in reference to the applicant's property. I see from the staff report that as per the current plan the property does not meet the open space requirement. Please clarify this for me.

Also, according to our conversation a few weeks ago, City Council at the first reading asked that there be a connection to Lexington through the CDD's property. Have you or the City of St. Cloud's staff looked at the feasibility of this proposal and whether or not it would be consistent with the CDD's current entitlements? Not at this time. I wanted to see if it was something that the CDD would consider first. From what I am being told this Eagle nest has been abandoned for many years now. The City asked my client to start looking into the feasibility of the connection to eliminate trips on Canoe Creek because it could be an internal connection between the two developments and because that intersection is signalized so certain traffic that wanted to could get to the light. It is my understanding that this park area is within an Eagle Protection Zone. Any help or documents you can provide me on this would be appreciated.

Thank you for your time and attention to this matter, it is appreciated.

Neysa Borkert



**Neysa Borkert, Attorney**

111 N. Orange Ave., Suite 2000

P.O. Box 2873

Orlando, Florida 32802-2873

Phone (407) 425-9566

Fax (407) 425-9596

Kissimmee (321) 402-0144

Cocoa (866) 425-9566

Website: [www.orlandolaw.net](http://www.orlandolaw.net)

Email: [nborkert@orlandolaw.net](mailto:nborkert@orlandolaw.net)

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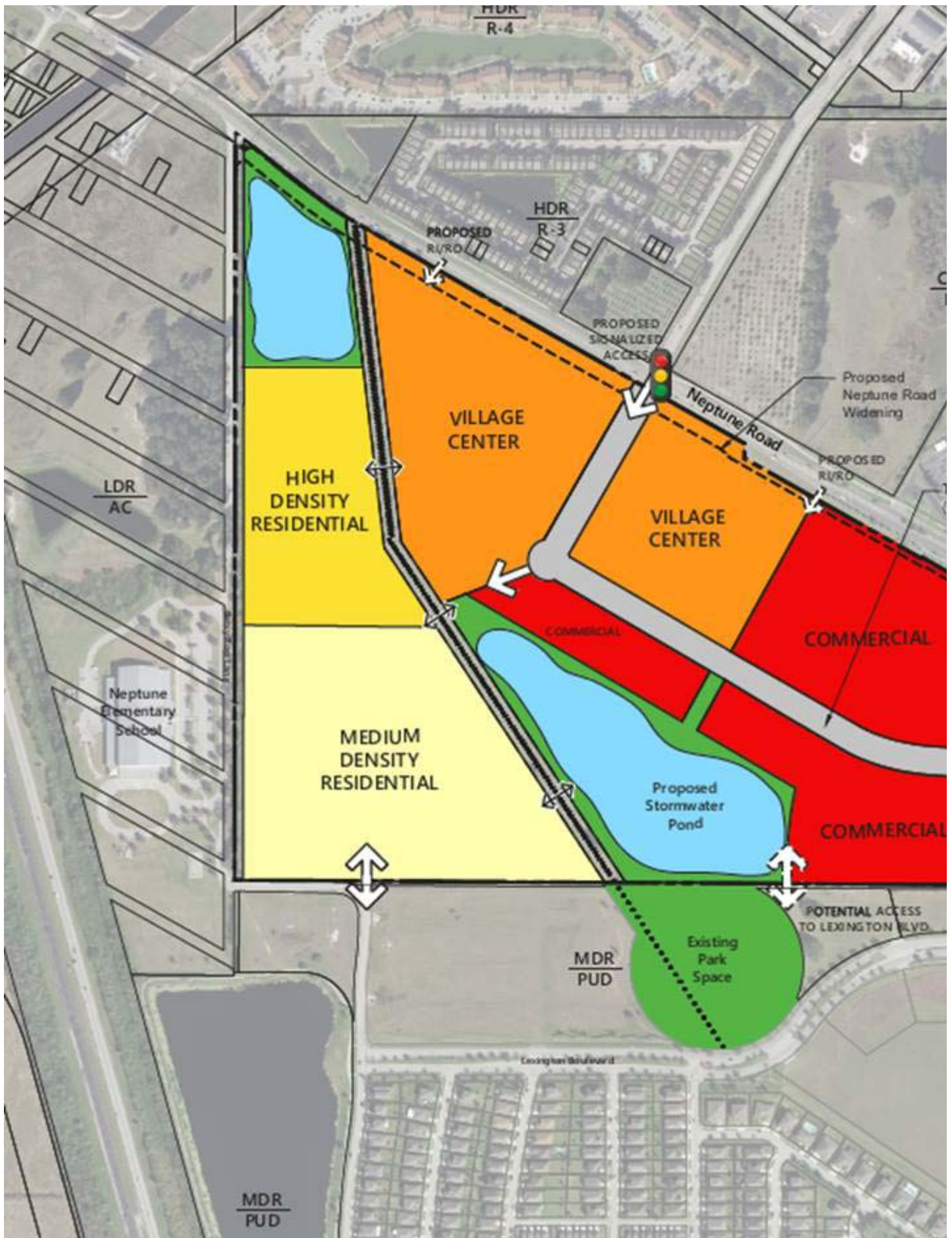
**From:** Jo Thacker [<mailto:Jo.Thacker@nelsonmullins.com>]

**Sent:** Friday, November 08, 2019 10:43 AM

**To:** Neysa Borkert <[nborkert@Orlandolaw.net](mailto:nborkert@Orlandolaw.net)>

**Subject:** [EXTERNAL] FW: [External] RE: Neptune Concept Plans

Neysha: See if this works. Thanks. Jo





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