

Country Walk Community Development District

Board of Supervisors' Meeting March 12, 2020

District Office: 5844 Old Pasco Road, Suite 100 Pasco, Florida 33544 813.994.1001

COUNTRY WALK CDD COMMUNITY DEVELOPMENT DISTRICT

Rizzetta & Company, Inc., 5844 Old Pasco Road, Suite 100, Wesley Chapel, FL 33544

Board of Supervisors Nina Siegel Chairman

Steve Hyde Vice Chairman
George O'Connor Assistant Secretary
Luanne Dennis Assistant Secretary

Margo Rae Moulton Assistant Secretary

District Manager Matthew Huber Rizzetta & Company, Inc.

District Counsel Kristen M. Schalter Straley Robin & Vericker

Interim Engineer Dennis Syrja AECOM technical Services, Inc.

All cellular phones must be placed on mute while in the meeting room.

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)

1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT DISTRICT OFFICE - 5844 OLD PASCO ROAD - SUITE 100 - WESLEY CHAPEL, FL 33544

www.countrywalkcdd.org

March 4, 2020

Board o	f Supervisors
Country	Walk Community
Develo	oment District

FINAL AGENDA

Dear Board Members:

6.

BUSINESS ADMINISTRATION

held on February 3, 2020

The regular meeting of the Board of Supervisors of the Country Walk Community D С fo

		It District will be held on March 12, 2020 at 9:30 a.m. at the Country Walk	
		ocated at 30400 Country Pointe Boulevard, Wesley Chapel, FL 33543. The)
ollowin	g is t	he final agenda for this meeting:	
_		/ /	
1.		LL TO ORDER / ROLL CALL	
2.	_	DIENCE COMMENTS ON AGENDA ITEMS	
3.		EENVIEW LANDSCAPE PRESENTATION & BOARD Q&A	
4.	_	SINESS ITEMS	
	A.	3	Tab 1
	_	Agreement with Greenview Landscaping, Inc.	T
	В.	Consideration of Down to Earth Termination letter	Tab 2
	C.	Consideration of Proposals for Marquee Sign Replacement	T.I.O.
		1. Sign Purchase	Tab 3
		2. Underground Boring	Tab 4
		3. Electrical Services	Tab 5
	ь.	4. Removal of Old Sign and Installation of New Sign	Tab 6
	D.	Ratification of Proposal to Improve Wi-Fi Connectivity Throughout	Tab 7
	_	the Amenities Areas	T-6-0
	E.		Tab 8
E	СТ	Fencing proposal AFF REPORTS	
5.	_		
	A.	3	
	В.	 Review of Clubhouse Operations Report Field Services Manager 	
	Ь.	Review of Field Services Manager Report	
	C.	District Engineer	
	C.	Update on CDD Sidewalk Repairs	
		Update on Gym remodel Project	
		A. Update on Dormer painting	
		B. Review of Punchlist items	Tab 9
	D.	District Counsel	1 40 3
	E.	District Manager	
		Discussion of Streetlight shade requests	
		1. Dissession of Substitutionado requests	

Consideration of the Minutes of the Board of Supervisors' Meeting

Tab 10

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B. Consideration of the Operation and Maintenance Expenditures for January 2020

Tab 11

- 7. SUPERVISOR REQUESTS
- 8. ADJOURNMENT

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call me at (813) 994-1001.

Very truly yours, Matthew Huber District Manager

Tab 1

Landscape and Irrigation Maintenance Agreement

This Landscape and Irrigation Maintenance Agreement ("Agreement"), is entered into as of April 1, 2020 between the Country Walk Community Development District, a community development district organized under the laws of the State of Florida (the "District") and Greenview Landscaping, Inc., a Florida for profit corporation (the "Contractor").

Background Information:

The District owns, operates, and maintains certain landscaping and irrigation infrastructure within and around the District. The District desires to retain an independent contractor to provide landscape and irrigation maintenance services for certain lands within and around the District. Contractor submitted a bid proposal form and represents that it is qualified to serve as a landscape and irrigation maintenance contractor and provide services to the District.

Operative Provisions:

- 1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
- 2. Contractor's Representations. In order to induce the District to enter into this Agreement, Contractor makes the following representations, upon which the District has actually and justifiably relied:
 - **a.** That Contractor has examined and carefully studied the project site, and that Contractor has the experience, expertise and resources to perform all required work.
 - b. That Contractor has visited the site and at least a fair representative sample of the project area and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance or furnishing of the work to be performed pursuant to this Agreement.
 - c. The Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping and irrigation, in its current condition, and on an "as is" basis.
 - **d.** The Contractor shall be strictly liable for the decline or death of any plant material, regardless of whether such decline or death is due to the negligence of the Contractor, except that the Contractor shall not be responsible for fire, cold, storm or wind damage, incurable or uncontrollable diseases, or damage due to vandalism, upon written notice to the District.
 - e. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping or irrigation infrastructure was not in good condition or that the site was unsuitable for such landscaping.
 - **f.** That Contractor is familiar with and can and shall comply with all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

3. Description of Work.

- a. The work to be performed shall include all labor, material, equipment, supervision, and transportation necessary to perform the services as more fully set forth in Parts 1-4 of the Scope of Services attached hereto as **Exhibit A** and as specified by Parts 1-4 of Contractor's Bid Proposal Form attached hereto **Exhibit B** (the "Work").
- **b.** Section 5, Section 6 and Section 7 of the Scope of Services are not part of the Work but may be awarded to the Contractor upon written approval by the District as additional work for the prices as submitted by Contractor in **Exhibit B**.

- **c.** A map of the areas to be maintained is attached hereto as **Exhibit C**.
- **d.** 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, authorized the Contractor, in writing, to perform such work after prior approval of a required Additional Services Order, an example of which is attached as part of **Composite Exhibit D**.
- **4. Emergency Services.** In the event of an emergency or disaster, Contractor shall provide the District the following services:
 - **a.** Debris removal services shall be available on a timely basis and at a reasonable price. Prior to mobilization for debris removal activities, Contractor shall provide District, in writing, hourly rates for personnel, and equipment. Unreasonable rates will be rejected. All overhead costs are inclusive in the hourly rates.
 - **b.** Hourly rates for equipment applies only when equipment is operating and includes all associated costs such as operator, fuel, maintenance, and repair.
 - **c.** Personnel and equipment hourly rates include only those hours that Contractor's personnel are performing the debris removal activities. Stand-by time is not an eligible expense.
 - **d.** Disaster recovery assistance services shall not exceed a total of 70 hours worked for each emergency/disaster.
 - **e.** Contractor shall maintain and supply District all the necessary and adequate documentation on all emergency/disaster-related services to support reimbursement by other local, state, or federal agencies.
 - **f.** District reserves the right to immediately terminate all disaster recovery assistance activities under this Agreement for any reason. District will not be held responsible for any loss incurred by Contractor as a result of District's election to terminate these activities pursuant to this paragraph.

5. Manner of Performance.

- **a.** While performing the Work, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work in accordance with the specifications. Contractor has agreed to provide certain minimums of on-site personnel as described in **Exhibit B**.
- **b.** All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be of the very highest quality at least in accordance with industry standards and best management practices, such as IFAS.
- **c.** 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.
- **d.** The Contractor shall assign the same work personnel and supervisors to the District to maintain the property in a consistent manner by workers that are familiar with the property and procedures expected.
- **e.** 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.
- **f.** Contractor shall use due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair, at its sole cost, any damage resulting from the Work within 24 hours of the damage occurring or receiving written notice, whichever is earlier to the satisfaction of the District.

- **g.** Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped.
- **h.** Contractor shall replace, at Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein.
- i. It is the responsibility of the Contractor to notify the District in writing of any conditions beyond the control of the Contractor or scope of Work that may result in the damage and/or loss of plant material. This responsibility includes but is not limited to the following: vandalism and/or other abuse of property, areas of the site that continually hold water, areas of the site that are consistently too dry. Contractor shall provide such items via written notice together with recommended solutions and related costs. Failure of the Contractor to report such items shall result in the Contractor incurring full responsibility and cost for repairs necessary.
- **j.** In the event that time is lost due to heavy rains ("**Rain Days**"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to and approval by, the District's representative.
- **k.** The District shall be contacted at least 48 hours ahead of time when services cannot be performed by Contractor on schedule and an alternate time shall be scheduled in accordance with the District's rules and regulations for operations of contractors on site. The District may at any time request alterations to the general maintenance service timing provided that the Contractor may accomplish the request without incurring additional expense for equipment, materials, or labor.
- **6. Time of Commencement.** The work to be performed under this Agreement shall commence after providing District the requisite insurance referenced herein.
- **7. Term and Renewal.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.

8. Termination

- **a.** Contractor's Termination. Contractor may terminate this Agreement with 60 days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The 60 day notice shall commence on the day of actual receipt of said written notice by the District.
- **b.** District's Termination. The District may, in its sole and absolute discretion, whether or not reasonable, on 30 days' written notice to Contractor, terminate this Agreement at its convenience, with or without cause, and without prejudice to any other remedy it may have. Termination notice must be sent to the Contractor by certified mail. The 30 day notice shall commence on the day of mailing of said notice to the Contractor. In case of such termination for the District's convenience, the Contractor shall be entitled to receive payment for work executed, subject to whatever claims or off-sets the District may have against the Contractor.
- c. On a default by Contractor, the District may elect not to terminate this Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the payment then or to become due to Contractor. The District specifically reserves all rights

available under the law or equity should there be a default by Contractor which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

9. District Representatives and Inspections.

- **a.** The District hereby designates Tyree Brown and Matthew Huber, the District Manager, to act as the District's representatives. 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 Work.
- **b.** The Contractor agrees to meet with a District representative no less than one time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement. At that time, the District will compile a list of landscape related items that should be performed before the next walk through.
- **c.** The District will be responsible for scheduling the monthly inspections. The District must have no less than 14 days' notice if there is a need to reschedule.
- **d.** All scheduled inspections will proceed with or without the attendance of the Contractor. Notwithstanding, Contractor is responsible for a weekly inspection of the entire property subject to the Work. The Contractor has a duty to provide the District a weekly maintenance report.
- e. The Contractor has a duty to provide the District a monthly maintenance report, that highlights any significant work done in the previous month, and issues they encountered (including all prior work and history if a problem keeps occurring at the same location), and an update on any work on outstanding issues. This report must also include information and pictures of any issues with the irrigation system. The Contractor shall document all Work using the Daily Work Journal attached hereto as part of Composite Exhibit D.
- f. If the District representatives identify any deficient areas, the District representatives shall notify the Contractor through a written report or otherwise. The Contractor shall then within the time period specified by the District representatives, or if no time is specified within 48 hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then within 3 days and prior to submitting any invoices to the District.

10. Compensation

- **a.** As compensation for the Work the District agrees to pay Contractor as described below:
 - i. For Part 1 and Part 4 of the Scope of Services, an amount not to exceed \$156,000 per year.
 - ii. For Part 2 of the Scope of Services, an amount not to exceed \$14,620 per year.
 - iii. For Part 3 of the Scope of Services, an amount not to exceed \$18,000 per year.
 - iv. If the District elects to award the Contractor the additional work described in Part 5, Part 6, and/or Part 7 of the Scope of Services, and only after receipt of written authorization by the District to proceed, the not to exceed price for each Part as described in Exhibit B.
 - v. For any irrigation services not included in the Work, and only after receipt of written authorization by the District to proceed, a not to exceed price of \$50 per hour.
- **b.** Contractor shall invoice the District monthly for services provided during the previous month. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District and at a minimum shall include the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice

- with a description of each service, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted.
- **c.** The District shall provide payment within 45 days of receipt of invoices, unless such invoice is disputed as described below, in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.
- **d.** If the District disputes or questions any part or all of an invoice, the District shall advise Contractor in writing of such questions or disputes within 10 days of the District's receipt of such invoice.
- e. In the event of any dispute regarding the Work performed to date and so long as the District is pursuing resolution of such dispute in an expeditious manner, Contractor, including any of Contractor's subcontractor(s) or agent(s) responsible for the Work, shall continue to carry on performance of the Work and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Contractor in accordance with this Agreement.
- **f.** 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 Additional Services 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.
- g. 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.

11. Duties and Rights of Contractor. Contractor's duties and rights are as follows:

- **a.** Responsibility for and Supervision of the Work: Contractor shall be solely responsible for all work specified in this Agreement, including the techniques, sequences, procedures, means, and coordination for all work. Contractor shall supervise and direct the work to the best of its ability, giving all attention necessary for such proper supervision and direction.
- **b.** Discipline, Employment, Uniforms: Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen of the Contractor shall perform all Work on the premises in a uniform to be designed by the Contractor. The shirt and pants shall be matching and consistent. At the start of each day, the uniform shall be reasonably clean and neat. No shirtless attire, no torn or tattered attire or slang graphic T-shirts are permitted. No smoking in or around the buildings will be permitted. Rudeness or discourteous acts by Contractor employees will not be tolerated. No Contractor solicitation of any kind is permitted on property.
- **c.** Furnishing of Labor, Materials/Liens and Claims: Contractor shall provide and pay for all labor, materials, and equipment, including tools, equipment and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work in accordance with this Agreement. Contractor waives the right to file mechanic's

- and construction liens. The Contractor shall keep the District's property free from any material men's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within 3 business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- d. Payment of Taxes, Procurement of Licenses and Permits, Compliance with Governmental Regulations: Contractor shall pay all taxes required by law in connection with the Work, including sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the Work, paying the fees therefore and ascertaining that the permits meet all requirements of applicable federal, state and county laws or requirements. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to notify the District in writing within 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 material men, 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 5 days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- **e.** Responsibility for Negligence of Employees and Subcontractors: Contractor shall be fully responsible for all acts or omissions of its employees on the project, its subcontractors and their employees, and other persons doing work under any request of Contractor.
- **f.** Safety Precautions and Programs: Contractor shall provide for and oversee all safety orders, precautions, and programs necessary for reasonable safety of the Work. Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. Contractor shall comply with all OSHA standards. Contractor shall take precautions at all times to protect any persons and property affected by Contractor's work, utilizing safety equipment such as bright vests and traffic cones.
- g. Contractor shall assign a dedicated account manager to the District. Upon request by the District the account manager shall attend meetings of the District to provide updates to the Board and answer any questions regarding landscaping issues.

12. Indemnification

- **a.** The Contractor does hereby indemnify and hold the District, its officers, agents and employees, harmless from liabilities, damages, losses and costs (including but not limited to reasonable attorney's fees) arising in any manner whatsoever from or out of Contractor's presence at the District for any purpose, including but not limited to performing the Work. The foregoing indemnification includes agreement by the Contractor to indemnify the District for conduct to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons or entities employed or utilized by the Contractor in the performance of this Agreement.
- **b.** It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes, (as amended) and that said statutory provision does not govern, restrict or control this Agreement.

- c. In any and all claims against the District or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- **d.** The Contractor shall and does hereby indemnify and hold the District and anyone directly or indirectly employed by it harmless from and against all claims, suits, demands, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

13. Insurance.

- **a.** Before performing any Work, Contractor shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the District.
 - i. Workers' Compensation: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Agreement, as required under applicable Florida Statutes and Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease. In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Minimum Premium Workers' Compensation policy, along with a Waiver of Subrogation in favor of the District. All documentation must be provided to the District at the address listed below. No contractor or subcontractor operating under a worker's compensation exemption shall access or work on the site.
 - ii. Commercial General Liability: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate covering all work performed under this Agreement.
 - **iii.** Automobile Liability: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all work performed under this Agreement.
 - iv. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under this Agreement.
- **b.** Each insurance policy required by this Agreement shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - **ii.** Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after 30 calendar days prior written notice, has been given to the District.
 - iii. Be written to reflect that the aggregate limit will apply on a per claim basis.
- **c.** The District shall retain the right to review, at any time, coverage, form, and amount of insurance.

- **d.** The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- **e.** The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- **f.** Certificates of insurance evidencing coverage and compliance with the conditions to this Agreement, and copies of all endorsements are to be furnished to the District prior to commencement of Work, and a minimum of 10 calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the District before the Contractor shall commence or continue work.
- **g.** Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- **h.** Insurance requirements itemized in this Agreement and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- i. All policies required by this Agreement, with the exception of Workers' Compensation, or unless specific approval is given by the District, are to be written on an occurrence basis, shall name the District, its supervisors, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the district, its supervisors, officers, agents, employees or volunteers.
- 14. **Subcontractors.** The Contractor shall not award any of the Work to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.

15. **Public Entity Crimes**. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

- 16. **Scrutinized Companies**. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- 17. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 18. **No 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.
- 19. **Public Records**. As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.
 - 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 944-1001, OR BY EMAIL AT info@rizzetta.com, OR BY REGULAR MAIL AT 5844 OLD PASCO ROAD, SUITE 100, WESLEY CHAPEL, FLORIDA 33544.
- 20. **Waivers.** The failure of any party hereto to enforce any provision of this Agreement shall not be construed to be a waiver of such or any other provision, nor in any way to affect the validity of all or

any part of this Agreement or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

21. Notices. Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by facsimile and by U.S. Mail to the other party at the addresses listed below and shall be deemed received upon actual receipt by mail or facsimile, whichever is first:

To the District: Country Walk Community Development District

c/o Rizzetta & Company 5844 Old Pasco Road

Suite 100

Wesley Chapel, Florida 33544

Attn: Matthew Huber and/or Tyree Brown

mhuber@rizzetta.com

With a copy to: District Counsel

Straley Robin Vericker 1510 W. Cleveland Street Tampa, Florida 33606

To Contractor: Ms. Debra Rhum, Secretary

610 Pinellas Bayway Unit 6201 Building B

Tierra Verde, Florida 33715 debs@greenviewfl.com

- 22. **Controlling Law**. This Agreement shall be governed under the laws of the State of Florida with venue in Pasco County.
- 23. **Enforcement of Agreement**. In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
- 24. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 25. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 26. **Assignment**. This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 27. **Arm's Length Transaction**. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

- 28. **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.
- 29. **Authorization.** The execution of this Agreement has been duly authorized by 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 Agreement.
- 30. **Entire Agreement**. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

Greenview Landscaping, Inc.	Country Walk
a Florida for profit corporation	Community Development District
	_
Larry Rhum	Nina Siegel
President	Chair of the Board of Supervisors

EXHIBIT A

SCOPE OF SERVICES

PART 1

GENERAL LANDSCAPE MAINTENANCE

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

MARCH 1 – NOVEMBER 1 – Once a week NOVEMBER 1 – MARCH 1 – Once every two weeks

This schedule estimates that there will be between 41-45 cuts annually based on standard growing periods in Florida, however, requires a minimum of 52 visits (weekly) to perform those duties, other than mowing, that cannot remain unattended for two weeks. (i.e., weed control, selective mowing, landscape detailing, debris clearing, etc.) Notwithstanding the above, at no time will the St. Augustine ever be allowed to grow beyond five and one half (5 ½) inches. Each mowing should leave the Bahia grass at a height of three (3) to three and one half (3 1/2) inches St. Augustine at a height of three and one half $(3\frac{1}{2})$ to four (4) inches. Bermuda grass at a height one half $(\frac{1}{2})$ to one (1.5) inch. All blades shall be kept sharp at all times to provide a high-quality cut and to minimize disease. The DISTRICT requires mowers to be equipped with a mulching type deck. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface thirty-six hours after mowing. Otherwise large clumps of clippings will be collected and removed by the CONTRACTOR. In case of fungal disease outbreaks, the clippings will be collected until the disease is under control. The CONTRACTOR shall restore any noticeable damage caused by the CONTRACTOR'S mowing equipment within forty-eight hours from the time the damage is caused at his sole cost and expense. Contractor shall be responsible for training all its personnel in the technical aspects of The Verandahs CDD Landscape Maintenance Program and general horticultural practices. This training will also include wetland species identification as it relates to lake banks & wetland areas. The Contractor shall be held responsible for all damage to wetlands, littoral shelves, mitigation areas and uplands due to mowing/fertilizing, etc. Contractor is responsible for vehicular safety within the community and shall use the proper warning safety equipment. Any motorized equipment used on the road ways of the community must be legally equipped. Weekend work is permitted when necessary upon prior approval.

1A) POND MOWING (if applicable) - All ponds (if applicable) identified as such on the overall Maintenance Exhibit/Plans shall be mowed incorporating the same mowing schedule as the common areas stated above. Each mowing shall leave the grass at a height of four (4) to four and one half (4½) inches. Pond banks will be mowed and/or trimmed to water's edge. Line trimming at water's edge and line trimming of drainage structures shall occur each and every time the pond is mowed. Careful attention must be paid to mower height on pond banks so as not to scalp at the crest of the pond bank and increase the chances for pond bank erosion. Also, when line trimming to water's edge, Contractor shall be extremely careful not to scalp at the water's edge also increasing chances of pond bank erosion. Line trimming height shall be the same as mowing height (if not slightly higher).

Contractor shall be careful to keep trimmings from entering water. Excessive clippings shall be hand removed. Mowers must blow all clippings away from pond banks. It is understood that trash of any kind and other debris within arm's reach of water's edge shall be removed & disposed of by Contractor during every normal service event. Unless otherwise designated on Maintenance Exhibit/Plans, homeowners are responsible for mowing down to the water's edge behind their property.

2) EDGING AND TRIMMING – All hard-edged areas (curbs, street lights, utility boxes, sidewalks, bike paths, nature trails, etc.) and soft-edged areas (tree rings, shrub and groundcover bed lines) shall be edged during each mowing event. All edging shall be performed to the sole satisfaction of the DISTRICT. <u>Chemical edging shall not be permitted anywhere on property</u>.

AT NO TIME SHALL LAWN BE ALLOWED TO GROW IN AN UNSIGHTLY MANNER. SHOULD THIS OCCUR, CONTRACTOR AGREES TO CORRECT WITHIN FORTY-EIGHT HOURS OF NOTICE BY DISTRICT.

3) TREE AND SHRUB CARE – All deciduous trees shall be pruned when dormant to ensure proper uniform growth. All evergreen trees shall be pruned in the early summer and fall to ensure proper growth and proper head shape. Once per year, central leaders shall be maintained and interfering or crossed limbs shall be removed. Sucker growth at the base of the trees shall be removed by hand continuously throughout the year. Aesthetic pruning shall consist of the removal of dead and/or broken branches as often as necessary to have trees appear neat at all times. Branches will be pruned just outside the branch collar. Branches and limbs shall be kept off buildings (including roofs), signage structures, play structures, fences & walls as well as pruned to keep street lights and traffic signage from being blocked. Additionally, on an as-needed basis, all trees shall be pruned over sidewalks, nature trails, parking lots, driveways & roadways so as not to interfere with pedestrians, cars or other vehicles. (This is to include maintaining at all times a minimum of ten to fifteen (10-15) feet (but shall vary according to DOT specs) of clearance under all limbs depending on location and species of tree.)

All shrubs will be pruned as necessary to retain an attractive shape and fullness, removing broken or dead limbs as necessary to provide a neat and clean appearance. Shrubs shall not be clipped into balled or boxed forms unless such forms are required by design. Shrubs shall be pruned in accordance with the intended function of the plant in its present location. Flowering shrubs shall be pruned immediately after the blossoms have cured with top pruning restricted to shaping the terminal growth. All pruning shall be done with horticultural skill and knowledge to maintain an overall acceptable appearance consistent with the current aesthetics of Country Walk. The Contractor agrees that pruning is an art that must be done under the supervision of a highly trained foreman and shall make provisions for such supervision. Individual plants pruned into rounded balls or unnatural shapes will not be allowed. All clippings and debris from pruning will be carted away at the time pruning takes place.

Palms: All palms shall receive pruning as often as necessary to appear neat and clean at all times. This includes brown and/or broken leaves and inflorescence. Removal of green or even yellowing

leaves is unnecessary. Leaves should be removed only once they turn brown or become broken or are disrupting flow of pedestrian/vehicular traffic or are hanging on architectural structures. Fruit pods shall be removed prior to development. Tarpaulins shall be used in areas where date palms and other palm fruits may stain sidewalks & pavement including, but not limited to, pool decks. Contractor shall be responsible for the removal of all palm fruit stains. "Hurricane" palm pruning shall never be allowed.

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

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

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

- 5) MAINTENANCE OF PAVED AREAS All paved areas shall be kept weed free. This may be accomplished by mechanical means (line trimmer) or by applications of post/pre-emergent herbicides. Weeds greater than two (2) inches in height or width shall be pulled from paved areas, not sprayed. No sprays with dyes may be used on any paved areas.
- 6) **CLEAN UP** At no time will CONTRACTOR leave the premises after completion of any work in any type of disarray. All clippings, trimmings, debris, dirt or any other unsightly material shall be removed promptly upon completion of work. CONTRACTOR shall use his own waste disposal methods, never the property dumpsters. Grass clippings blown off of sidewalks, streets and curbs shall be blown into turf areas, never into mulched bed areas as these are to be maintained free of grass clippings. **NO CLIPPINGS SHALL BE BLOWN DOWN CURB INLETS.**

- 7) **REPLACEMENT OF PLANT MATERIAL** Tree and shrubs in a state of decline should immediately be brought to the attention of the DISTRICT. Dead or unsightly plant material shall be removed upon notification of the DISTRICT. CONTRACTOR shall be responsible for replacement if due to his negligence. New plant material shall be guaranteed for a period of one (1) year for trees and ninety (90) days for shrubs, ground cover and lawn after final acceptance.
- 8) If Contractor misses a service due to inclement weather or any other reason, he is required to make up service the same week.

FERTILIZATION

Although there is not a fertilizer ordinance in place for Pasco County, it is recommended that those practices outlined in the Hillsborough County Fertilizer Rule be followed. High lights of that rule are listed below.

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

All turf shall be fertilized according to the following IFAS Guidelines for a high maintenance level for central Florida turf: (per BMP guidelines and University of Florida IFAS Extension, central Florida is determined by anything south of a line running east-west from coast to coast through Ocala and north of a line between Tampa & Vero Beach.)

All St. Augustine Sod:

February A complete fertilizer based on soil tests + PreM

April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

July Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H2O/1,000 SF)

August SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

October A complete fertilizer based on soil tests + PreM

All Bahia Sod:

March A complete fertilizer based on soil tests + Pre M

April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF)

June SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF)

August Apply Supplemental Iron sulfate or chelated iron in liquid applications

October A complete fertilizer based on soil tests

All Bermuda Sod:

March A complete fertilizer based on soil tests + PreM

April Nitrogen (soluble Nitrogen applied at 0.5 lbs. N/1000 SF May SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

July A complete fertilizer based on soil tests

August Fe For foliar application, use ferrous sulfate (2 oz. /3-5 gal. H2O/1,000 SF)

September SRN (Slow Release Nitrogen applied at 1.0 lbs. N/1000 SF

November A complete fertilizer based on soil tests + PreM

The contractor shall submit a fertilizer label to resident project representative for approval prior to application.

At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to ensure that turf areas are kept uniformly GREEN, healthy and in top condition. It shall be the responsibility of the contractor to determine specific needs and requirements and notify the resident project representative when these additional applications are needed.

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

Soil test samples shall be taken by the contractor to determine the presence of Phosphorus and whether changes in the fertilizer pH or formulations are required. Test results will be provided to the DISTRICT. Should changes be of merit, the Contractor shall notify the District in writing prior to the implementation of such changes.

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

SHRUB, TREE & GROUNDCOVER FERTILIZATION:

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

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

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

Fertilizer shall be applied by hand in a uniform manner, broadcast around the plants, but never in direct contact with stems or trunks. Fertilizer shall never be piled around plants. All fertilizer

remaining on the leaves of the plants is to be brushed or blown off. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ANY PLANT MATERIAL DAMAGED BY FERTILIZATION BURN DUE TO HIS NEGLIGENCE.

PALM FERTILIZATION:

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

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

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

PEST CONTROL

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

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

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

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

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

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

FIRE ANT CONTROL

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

For informational purposes only, Contractor is asked to provide the cost for the annual application of Top Choice in all designated parks and clubhouse finished landscaped and irrigated areas on the Plans/Maintenance Exhibit. This is not to include lake banks behind the residential properties or between ponds and conservation areas.

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

Pest Control shall be included in the Contract Amount.

IRRIGATION SYSTEM MONITORING AND MAINTENANCE

Irrigation System: The Contractor shall inspect and test ALL irrigation system components one (1) time per month. Inspections shall include all the existing irrigation systems (approximately zones, ____ irrigation controllers at ____ pump/well stations.

A. Irrigation Controllers

- 1. Semi-automatic start of the automatic irrigation controller
- 2. Check for proper operation
- 3. Program necessary timing changes based on site conditions, seasonal changes and local water restriction ordinances
- 4. Lubricate and adjust mechanical components
- 5. Test back up programming support devices
- 6. Regular replacement of batteries when necessary. Depending on type of battery operated controller being used, it is recommended two 9-volt batteries be used to extend battery life from approximately one (1) year to two (2) years. Some battery operated controllers will require new batteries every other month.
- 7. Inspect and replace as necessary each rain shutoff device.

B. Irrigation Systems

- 1. Manual test and inspection of each irrigation zone, including all drip zones.
- 2. Clean and raise heads as necessary
- 3. Adjust arc pattern and distance for required coverage areas
- 4. Clean out irrigation valve boxes
- 5. Clean out any filters
- 6. Test Aquarius treatment system
- 7. Repair and or replace as needed broken valve box covers

C. Report

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

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

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

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

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

Watering schedules shall meet all government regulations, and zone times will be adjusted depending on job conditions, climactic conditions and all watering restrictions of Pasco County or any other governmental agencies. It is the responsibility of the Contractor to insure the turf and

plant material remains healthy. If the Contractor finds that the irrigation system cannot adequately cover the District in the allotted time, it will be the Contractor's responsibility to bring this to the attention of the District representative and apply for a variance. <u>Violations and/or fines imposed</u> by any local or state agency will be deducted from the Contractor's monthly payment.

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

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

INSTALLATION OF MULCH

After prior approval by the District Manager, Contractor shall top dress all currently landscaped areas as shown on the plans/maintenance map (landscaped beds & tree rings) with Mini Pine Bark Nuggets or Pine Straw up to twice per year during the months of April and October. In doing so, Contractor shall ensure that all mulched areas are brought to a minimum depth of three (3) inches after compaction. Contractor is responsible for all necessary clean up related to this procedure.

Contractor agrees to provide reasonably neat and defined lines along edges of all mulched areas. This is done to facilitate mechanical edging of these areas. Additionally, Contractor shall properly trench all beelines adjacent to concrete surfaces. Trenches shall be 3" deep and beveled. Mulched beds on slopes adjacent to turf shall also be trenched to a depth of 3" & beveled to reduce mulch washout. Mulch shall not be piled around tree trunks or bases of plants. Any mulch "volcanoes" around tree trunks shall be corrected immediately at no additional cost to Owner.

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

If, after installation is complete and it is determined that additional mulch (Pine Nuggets/Pine Straw) is required to attain the required 3" depth, sufficient mulch shall be supplied by Contractor at no additional cost to District.

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

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

ANNUAL INSTALLATION

Planting of Annuals. After prior approval by the Board of Supervisors, Contractor shall replace approximately 2510 annuals in 4" containers up to four (4) times per year in designated areas and maintain annuals to ensure a healthy appearance. The Contractor will have the type of annual to be installed pre-approved by the District or its representative in writing. An Annual Options Presentation for the entire year stipulating plant options and timing for each quarterly rotation shall be submitted to District shortly after execution of contract in order for the CDD or its representative to select annual choice(s). Annuals shall be hand watered at the time of installation. The Contractor will remove dead or dying annuals before the appearance of such annuals could be reasonably described as an eyesore. If the beds are left bare prior to the next planting, the Contractor will keep such beds free of weeds at all times until the next planting rotation occurs.

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

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

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

PART 7

ADDITIONAL SERVICES

The District reserves the right to subcontract any installation or maintenance event of this section, including these Additional Services, to an outside vendor.

Stormwater pond conservation area cutbacks (33 areas), to be completed in a one time service.

Overseeding of Multipurpose field with Perennial Rye, to be completed in the fall months of the year.

EXHIBIT B

BID PROPOSAL FORM COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT

COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT LANDSCAPE REQUEST FOR PROPOSALS

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

PART 1

General Landscape Maintenance

\$ <u>144,000</u> Yr.

-	Storm Cleanup \$ <u>25</u> /hr.
-	Tree Staking/Strapping Removal \$ 5.00 / per tree (based on plan details)
-1	Freeze Protection (description of ability) Have Freeze Protection Material at Storage location
\$	<u>/ooo_/application</u>
-	Hand Watering
\$	_25 _/hr. for employee with hand-held hose
\$	_ <u>50</u> _/hr. for water truck/tanker
2	

PART 2

Fertilization (All labor and materials)

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

	Bern	muda (per specifications in	Part 2)	
MONTH	FORMULA	APPLICATION RATE	TOTAL POUNDS	COST PER
		(LBS. N/1000 SF)	PRODUCT TO BE	APPLICATION
March	24-0-10 + Pre M	1	500 APPLIED	\$300
April	21-0-0	.5	300	\$ 200
May	24-0-11	1	5:00	# 300
July	16-0-8	1	500	# 300
August	12-0-0	115	200 gallons	# 200
September	r 24-0-11	j	500	\$ 300
	14-0-10 + P M	â	F-0.0	# 200

ST. AUGUSTINE (per specifications in Part 2) **MONTH FORMULA** APPLICATION RATE TOTAL POUNDS COST PER (LBS. N/1000 SF) PRODUCT TO BE **APPLICATION APPLIED** \$ 1200 2000 24-0-10 + PreM 21-0-0 1000 600 24-0-11 2000 1200 1000 gallows 12-0-0 600 24-0-11 1200 24-0-10+PreM 2000 1200

			TOTAL POUNDS	COST PER
		(LBS. N/1000 SF)	PRODUCT TO BE	APPLICATION
			APPLIED	
March	8-10-10	5	1600	# 1600
JUNE	8-10-10	5	1600	\$ 1600
October	8-10-10	5	1600	# 1600

	PA	LMS (per specifications in	Part 2)	
MONTH	FORMULA	APPLICATION RATE (LBS. /PALM)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION
March	8N-2P205-12K20+	4Mg 4	480	480
JUNE	11	4	480	480
September	Į f	4	480	480
November	· · · · · · · · · · · · · · · · · · ·	4	480	480

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

	SPI	ECIALTY PLANT MATER	RIALS	
MONTH	PLANT TYPE/FORMULA	APPLICATION RATE (LBS. N/1000 SF)	TOTAL POUNDS PRODUCT TO BE APPLIED	COST PER APPLICATION

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

Pest Control (All labor and materials) **Yr.**

\$ 18,000

(if entire pesticide allowance is required) *

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

OTC Injections will be performed at the discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

OTC Injections (All labor and materials)

\$_5280 /Yr. (based on quantities below)
(OTC injections per specs - do not include in Grand Total)

Palm Type	Palm Qty	# of Inoculations per quarter per palm (based on size) (i.e. (2) inoculations per large Canary Palm per 1/4, etc.)	Cost per Individual Inoculation	Total Cost per Year (4x per year)
Phoenix	9	2	#40	\$ 1440
Phoenix Queen	24	2	# 40	#3840

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

Application of Top Choice for annual treatment of Fire Ants

For informational purposes only, please provide a cost to apply Top Choice for the annual control of fire ants in all Highlighted Landscaped Areas Designated as Parks and clubhouse as described in Scope of Services.

\$_1000_\top_\top\]/Yr.

Top Choice application will be performed at the sole discretion of the District's BOS (This shall not be included in either the Pest Control cost listed above nor shall it be included in the Grand Total or Contract Amount.)

Irrigation (All labor and materials)/Yr.	\$_12,000_
Freeze Protection (description of ability) Have Freeze Protection Made at storage facility	erial stored
\$/application (do not include in Irrigation Total After hours emergency service hourly rate \$/application Total pump & wells, etc.)	_
Contractor shall provide a list of additional charges and pricing routine maintenance as a separate price from this bid. This shou spreadsheet.	

PART 5

	Based on quantities determined by Contractor's field measurements at time of bidding, Contractor shall install:
Š	Bales of Pine Straw per specs for the first top-dressing at \$_\(\begin{align*} \begin{align*} \b
	And
	Bales of Pine Straw per specs for the second top-dressing at \$ 6.00 /Bale (app. October)
	CY Mini Pine Bark Nuggets per specs for the second top-dressing at \$ 40.00 /CY (app. October)
\$	Installation of Mini Pine Bark Nuggets and Pine Straw (All labor and materials) \$
•	(if both topdressings are performed - do not include in Grand Total)

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

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

PART 6

Annual Installation (All labor and materials)

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

Contractor shall install 2510- (4" pots) annuals up to four (4) times per year per specs at the direction of the District at \$\(\frac{1}{6} \) \(\frac{80}{6} \) /annual

\$ <u>45 18</u> /rotation

\$_18,072_/Yr. (if all rotations are performed - do not include in Grand Total)

PART 7

Stormwater pond (33) conservation cut backs. One time service at 9,000.

Over seeding of multipurpose field at the clubhouse grounds with Perennial Rye in the fall. Annual Service. \$_\(\frac{1}{2}\)\(\frac{2}{2}\)_.

The DISTRICT reserves the right to subcontract any installation or maintenance event to an outside vendor in Part 7.

\$\frac{188,620}{\text{Yr.}} \text{/Yr.} SECOND ANNUAL RENEWAL \[\frac{188,620}{\text{Vr.}} \] SECOND ANNUAL RENEWAL \[\frac{188,620}{\text{Vr.}} \] Contractor/Firm Name \[\frac{6\text{View Landscaping Inc.}}{\text{Vir.}} \] Contractor/Firm Name \[\frac{6\text{View Landscaping Inc.}}{\text{View Landscaping Inc.}} \] Firm Address \[\frac{P.D. Bex}{200} \] City/State/Zip \[\frac{5t}{Petersburg} \] Fax Number \[\frac{727-867-4393}{\text{View Larry Rhum Owner-Prese}} \] Name and Title of Representative \[\frac{Larry Rhum}{(Please Print)} \] Owner-Prese

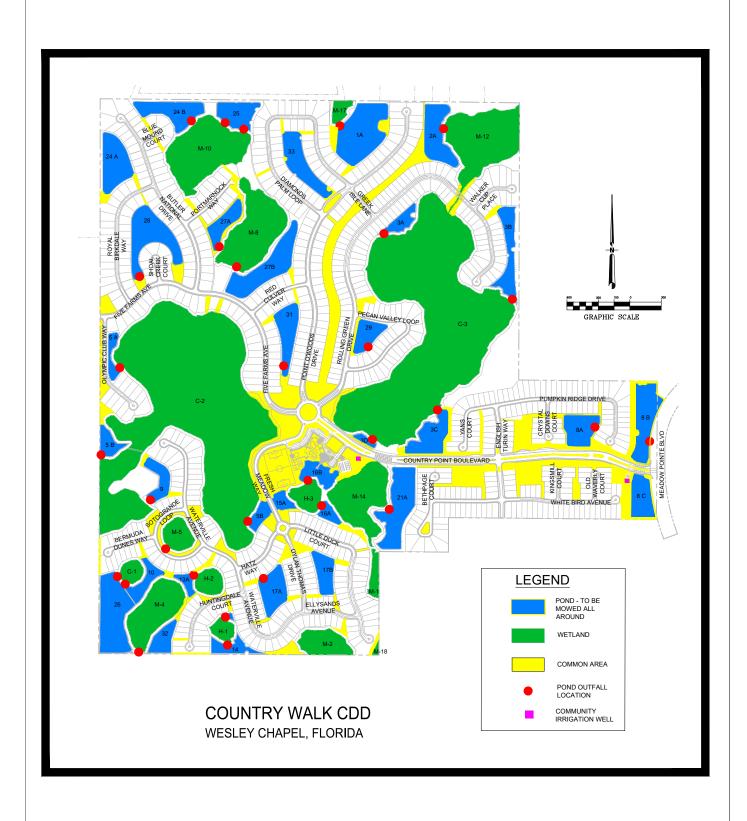
GRAND TOTAL (PARTS 1, 2, 3 & 4)

Representative's Signature

12/26/19

Date

EXHIBIT C MAP OF AREAS TO BE MAINTAINED



COMMON AREA EXHIBIT

COMPOSITE EXHIBIT D

COUNTRY WALK CDD ADDITIONAL SERVICES ORDER (ASO)

FOR ILLUSTRATION PURPOSES ONLY. DO NOT USE THIS FORM

-Contact District Manager For Finalized Form-

				Date:	MM/DD/YYYY
	_			ASO#:	01
		District Manager:		Matt Hu	<u>ber</u>
Email:	_	District Manager's	Email:	mhuber(@rizzetta.com
SS:					Address:
	_	5844 Old Pasco Rd Wesley C District Phone:			
ile:	_	District Facsimile:		(813) 93	5 – 6212
Item Description	<u>Unit</u>	Unit Cost	Quan	tity	<u>Total</u>
		\$0.00	0.00)	\$0.00
		\$0.00	0.00)	\$0.00
		\$0.00	0.00)	\$0.00
		\$0.00	0.00)	\$0.00
		\$0.00	0.00)	\$0.00
\$0.00		Amount This ASO:			\$0.00
	5 3	ASO Amount To Date	e:		\$0.00
		Original Agreement	Amount:		\$0.00
				:	\$0.00
nal Services Order, Please Ex	xplain:		1		
ations:					
	Email:ss:	\$0.00 nal Services Order, Please Explain:	District Manager: District Manager's SS:	District Manager: District Manager's Email: 5844 Old Pasco Rd Wesley On District Phone: District Facsimile: Item Description Unit Unit Cost \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Coriginal Agreement Amount: Revised Agreement Amount Revised Agreement Amount	District Manager: Matt Hu Email: District Manager's Email: mhuber(Ses: District 5844 Old Pasco Rd Wesley Chapel, Fl District Phone: (813) 99 Item Description Unit Unit Cost Quantity \$0.00 0.00 \$0

In the event of a conflict between the terms and conditions set forth in this Additional Services Order with the terms and conditions in the Agreement, the terms and conditions of the Agreement will govern and the conflicting terms contained in the Additional Services Order will be disregarded. The District reserves the right to modify the Additional Services Order Form at any time.

Original Agreement:

Country Walk Community Development District - Landscape Maintenance Services Agreement

Signed & Dated:	
IN WITNESS WHEREOF, the parties hereto have executed the later of the two dates set forth below.	nis Additional Services Order to be effective as of the
OWNER:	CONTRACTOR:
COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government	
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

COUNTRY WALK CDD DAILY WORK JOURNAL

(this form must be filled out at the end of each daily visit and turned in to the clubhouse office)

DATE:	
DESCRIPTION OF WORK PERFORMED TODAY:	
¥	
LOCATIONS:	
ISSUES REQUIRING ATTENTION:	
(Please notify District Rep. if any)	

AFFIDAVIT OF ACKNOWLEDGMENTS

	i 1	
STATE OF_	Houd a	
COUNTY O	F Pivellas	

Before me, the undersigned authority, appeared the affiant, Layry Rhum, and having taken an oath, affiant, based on personal knowledge, deposes and states:

- 1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of <u>President</u> for <u>Greenview Landscaping</u> Tree ("**Proposer**"), and am authorized to make this Affidavit of Acknowledgments on behalf of Proposer.
- 2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("Proposal") provided in response to the Country Walk Community Development District's ("District") request for proposals for landscape and irrigation maintenance services. All of the information provided therein is full and complete, and truthful and accurate. I understand that intentional inclusion of false, deceptive or fraudulent statements, or the intentional failure to include full and complete answers, may constitute fraud; and, that the District may consider such action on the part of the Proposer to constitute good cause for rejection of the proposal.
- 3. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging.
- 4. The Proposer agrees through submission of the Proposal to honor all pricing information one hundred and twenty (120) days from the opening of the Proposals, and if awarded the contract on the basis of this Proposal to enter into and execute the Form of Contract included in the Project Manual.
- 5. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District and as described in the Project Manual's Table of Contents, as well as the receipt of the following Addendum No.'s:
- 6. By signing below, and by not filing a protest within the seventy-two (72) hour period after the mandatory Pre-Proposal Meeting, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; and (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the Proposal Form, the Form of Contract, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.

the foregoing Affidavit of Acknowledgments and that the foregoing is true and correct.
Dated this 26 day of December, 2019.
Proposer: Green view, Landscaping Inc By: Fany Mann Title: Owner COUNTY OF PINGES
The foregoing instrument was acknowledged before me this 26 day of December, 2019, by Lary Rhum of Green it was a cknowledged before me this 26 day of the second of the s
My Comm. Expires Aug. 21. 2023 Comm. # GG 368092 OF FLOREGRAPH AUGUST AND SCHOOL STATE OF Florida Print Name: September Commission No.: 66 3680 F2 My Commission No.: 66 3680 F2 My Commission Expires: 8-21-23
OF FLORITUM

STRALEY ROBIN VERICKER

Attorneys At Law .

1510 W. Cleveland St. Tampa, Florida 33606 Tel: (813) 223-9400 Fax: (813) 223-5043

Writer's Direct Dial: (813) 544-1344 Writer's E-mail: <u>kschalter@srvlegal.com</u>

Website: www.srvlegal.com

February 28, 2020

Via Email, Certified Mail Return Receipt Requested and U. S. Mail

Mr. Michael Mosler II, President SSS Down to Earth OPCO LLC 2701 Maitland Center Parkway Maitland, Florida 32751 mmosler@down2earthinc.com

Re: Country Walk Community Development District

Notice of Termination of Landscaping and Irrigation Maintenance Services Agreement

Dear Mr. Mosler:

This law firm serves as counsel to the Country Walk Community Development District (the "**District**"). The District and Vivicon, Inc. entered into the Agreement Between Vivicon, Inc. and Country Walk Community Development District for Landscaping and Irrigation Maintenance Services dated November 1, 2014. Vivicon, Inc. was purchased by SSS Down to Earth Opco LLC ("**Down to Earth**") in July 2018. Down to Earth and the District mutually agreed to extend the term of the Agreement on June 22, 2018 and on June 24, 2019, with an end date of October 31, 2020 (the November 1, 2014 Agreement, together with the term extensions are referred to herein as the "**Agreement**").

Pursuant to Section 13 of the Agreement, the District may elect to terminate the Agreement, for any reason, upon thirty (30) days written notice to Down to Earth. This letter serves as written notice of the District's election to terminate its relationship with Down to Earth as the District's contractor. Please discontinue any services for the District as of March 31, 2020.

If you have any issues or questions regarding the termination, please contact me at your convenience.

Kristen M. Schalter

cc: Nina Siegel, Chair of the Board of Supervisors of the District (via email)

Matthew Huber, District Manager (via email)

Tyree Brown, Field Services (via email)

BUY DIRECT SIGNS-MARY PALMER MEUER

2020 4TH AVE SE, WATERTOWN, SD 57201 PHONE # 866-268-5408 FAX # 605-882-1205

Date: 11/1/2019

Thank you for the opportunity to provide you with a custom quote for your product needs. Please review the quote for compliance to desired specifications & options that may be suggested. When you order, lead time begins the day following receipt of your approved artwork, acknowledgement of mfg. specifications and compliance with agreed upon terms. NOTE: Unless otherwise specified in writing, all quotes are F.O.B. Wtn/Web, SD; do not include any taxes-which are the responsibility of the party purchasing the sign to pay, if applicable; and are valid for 30 days from issue date. Crating is included.

FINANCE OPTIONS ARE AVAILABLE.
Sign Model: A46 Double Face Sign

	Country Point Blvd	Contact Sean Craft E-mail scraft@countrywalkwc.net			
City: Wesle	Country Point Blvd v Chanel			ate FL Zip: 33543	
Phone: 813-9	-		Fax:		
Cabinet Specs	Cabinet	\$	1,706.00	Additional Notes: 4' x 6' Double Face Aluminum Cabinet - illuminated with LEDS	
☑Double - Sided	Face(s)	\$	978.00	(2) 4' x 6' Decorated Faces with 4 rows of changeable letter tracking for 4" letters	
☑ Illuminated	Vandal cover(s)	\$	412.00	Locking Cover with keys	
Non - Illuminated	Mounting	\$	1,148.00	A46 Yoke Mount with Cowlings	
Wired Vertically	Cowling/pole cover		included		
✓Wired Horizontally	trim ^{n/a}		none		
(2	e) set 4" font and storage case	\$	371.00	Someone must be available to sign for fonts/storage case when delivery occurs or customer may be charged additional freight expense.	
	Anchor bolts	\$	152.00		
pping cost is an "ESTIMATE	service)- PLEASE NOTE: this ONLY" as freight cost change locked in at time of purchase.	\$	938.00		
тот	AL WITH FREE LIMITED LIF	ETIME	WARRANTY:	\$5,705.00	



NEW IDEAS - NEWTECHNOLOGY, INC.

4242 McIntosh Ln , Sarasota, Florida 34232 t. 800-848-4262 f. 941-378-4062

Sold To

Country Walk CDD Sean Craft 30400 Country Point Blvd Wesley Chapel, FL 33543

QUOTE

Number 139116-B24

Date Nov 13, 2019

FL

Tax

Total

Shipping

Ship To

Country Walk CDD

Sean Craft

30400 Country Point Blvd

Wesley Chapel

33543

	Sales	person P.O. Number	Ship Via	Те	rms
	Co	prey			
Line	Qty	Description		Unit Price	Ext. Price
	1	Broadcaster Monument Style 4'x6' cabinet with 2' Width, Double Face, Illuminated	Pedestal Height & 5'	\$11,685.00	\$11,685.00
	1	4" Characters, single font - 534 pieces	8 ₀	\$0.00	

Chrosoft State Control of Control			
1	Broadcaster Monument Style 4'x6' cabinet with 2' Pedestal Height & 5' Width, Double Face, Illuminated	\$11,685.00	\$11,685.00
1	4" Characters, single font - 534 pieces	\$0.00	
1	Photocell to flush mount style, 120V	\$0.00	
1	Carrying / storage case for 4" changeable copy letters	\$0.00	
1	Installation Included in Price	\$0.00	
1	Freight Included in Price	\$0.00	
		SubTotal	\$11,685.00

CABINETS

All-aluminum cabinets are structurally engineered to provide enduring rust-free service in any climate. Reinforced corners prevent warping or twisting. Illuminated with standard length, high-output, energy-efficient fluorescent lamps.

FACES

Faces are formed from unbreakable, solar-grade, polycarbonate material that will never yellow or discolor. Exclusive Spraylat sign painting applied on the inside of the sign face preventing fading and vandal scratching or marring.

VANDAL COVER

Protective vandal cover locks down securely to prevent your letters from being rearranged or stolen. Self locking supports hold the vandal cover securely allowing you to change your message with ease.

CHARACTERS

Characters are silk-screened on the front of clear plastic blanks to reduce scratching when placed against the sign surface.

INSTALLATION

Complete Sign Installation -

Installation includes receiving and inspecting new signs, Dig foundation, set rebar and pour concrete. Install anchor bolts and poles. Customer is responsible for marking the sign location and providing electrical service with a disconnect to within 3' of the signs. Refer to Customer Installation Checklist for electrical requirements.

Permit fees (if any) will be added to final invoice.

REMOVAL OF OLD SIGN IS INCLUDED IN PRICE

Sales tax exemption requires confirmation of tax-exempt status by letter or valid resale certificate.

\$0.00

\$0.00

\$11,685.00



Number 139116-B24 Date Nov 13, 2019

PAYMENT TERMS

50% deposit of total sale due at time of order. Balance due 10 days from the sign(s) ship date. **PERMITS & ZONING** Proceed with manufacture of sign prior to permit approval. Customer is responsible for cancellation charges if permit is denied. Do not proceed with manufacture of sign prior to permit approval. WARRANTY ID Sign, Cabinet, Support Structure & Changeable Copy Faces Lifetime vandalism warranty Lifetime workmanship warranty Lifetime workmanship warranty on Electrical Lifetime labor warranty on Components Refer to Signs Plus Warranty Statement for additional details. CONDITIONS OF SALE Unless otherwise stipulated, balance is due prior to shipment. All prices quoted are cash prices. Signs Plus makes no expressed or implied warranties whatsoever with respect to the equipment and goods being purchased, including, but not limited to, the implied warranties of merchantability and fitness except those stated in warranties set forth in the written Signs Plus Warranty. We reserve the right to modify our designs and manufacturing process to improve the quality, value and/or safety of our signs. Each sign is individually designed per customer specifications. Cancellation at any stage will incur charges. These charges may exceed your deposit. Change orders will incur charges. Additional charges will be incurred when (1) rock or utilities are encountered during an installation by a Signs Plus agent; (2) site specific engineered prints and/or changes to standard sign engineering are required. Except by prior agreement, Signs Plus or its agents will select the freight carrier to deliver the above described property. By law title to the property passes to the buyer upon delivery to the freight carrier. Loss or damage to the goods once in the possession of the freight

carrier is the responsibility of the buyer and the freight carrier. Buyer accepts responsibility of unloading the sign at the "ship to address" listed on the Signs Plus contract, unless otherwise arranged through Signs Plus prior to the ship date. In the event legal proceedings become necessary to recover sums due under this contract, the venue of those proceedings will be Sarasota County, Florida. The offending party will pay all costs including attorneys' fees. Failure to meet the terms of this contract will invalidate your warranty.

Credit Card Purchases: Deposits will be processed the day the order is received. Requests for balance to be charged to a credit card will require an additional Credit Card Authorization Form, and will be processed the day the authorization is received. A 2% convenience fee applies to all credit card transactions.

APPROVAL / AUTHORIZATION			
AUTHORIZED SIGNATURE	I have read and agree to Terms and Conditions of Sale on page 2 of this Contract		
Title:	Date:		

A FAXED OR EMAILED SIGNATURE IS BINDING UPON BOTH PARTIES



Type	Sign Description	Qty	Unit Sell	Unit Install	Unit Ext	Install Ext	Total
	New Monument Sign D/F - LED-ILL 72" x 48" x 18" W/ 4 -Lines of zip track,						
	locking Vandal Cover W/ clear Poly face, Custom oval Logo W/ routed aluminum						
<u>1</u>	face & 1/2" acrylic push thru copy W/ vinyl overlay @ top. HDU Decortive	1	5,872.	2,063.	5,872.	2,063.	7,935.
	accents @ top & bottom of cabinet. New footer & steel support, remove						
	existing cabinet & footer. Reuse existing Electric run to monument.						
<u>2</u>	Zip Change letter number solid black font (150 qty)	1	217.		217.		217.

Subtotal	6,089.00	2,063.00	8,152.00
General Conditions: Project coordination, design, shop drawings, and delivery			989.00
Engineering			250.00
Permit Acquisition			550.00
Permit Fee - To be billed at cost on final invoice.			0.00
Sales Tax			0.00
Total Project Cost			9,941.00

S & S DIRECTIONAL BORING

1508 E DR. MARTIN LUTHER KING JR BLVD

SEFFNER, FL 33584 PHONE: 813-684-2272 FAX: 813-684-2350 CUC1225529

Estimate

Date	Estimate #		
12/6/2019	4422		

Name / Address	
COUNTRY WALK CDD 30400 COUNTRY POINT BLVD WESLEY CHAPEL FL 33543	

Description	Qty		Total
PROJECT NAME: COUNTRY WALK			
S & S Directional Boring proposes to furnish labor and material to directionally bore the following:			
BORE 1-1" POLY PIPE GPR LOCATE		85 1	1,800.00 650.00
AGREEMENT: 1. Pricing EXCLUDES any and all permits, bonds, shoring, surveys, dewatering, M.O.T. setups, restoration of sod, concrete and/or asphalt, restoration of landscaping and replacement of shrubs, plants, ect., also irrigation systems and any vacuum locating and/or GPR Locates of existing utilities under concrete or asphalt and/or locating of unknown utilities and damages to unknown utilities. 2. Returned check are subjected to a \$50.00 Return Fee I UNDERSTAND THAT BY SIGNING THIS PROPOSAL I AM STATING THAT I AM A LEGAL AGENT FOR THE ABOVE MENTIONED COMPANY AND THAT I HAVE THE AUTHORITY TO REPRESENT THE COMPANY IN THIS MATTER. BY SIGNING THIS PROPOSAL I AGREE TO ALL TERMS AND CONDITIONS AS STATED. SHOULD LEGAL ACTION BE REQUIRED TO RECOVER ANY PAST DUE AMOUNT, IT IS FURTHERED AGREED THAT ALL REASONABLE COLLECTION COSTS, LEGAL COSTS AND/OR ATTORNEY FEES WILL BE ADDED TO THE UNPAID BALANCE AND DUE AT TIME OF COLLECTION AND/OR LEGAL PURSUIT. **QUOTES ARE ONLY GOOD FOR 30 DAYS**			
PAYMENT TERMS: NET 15 DAYS FROM S&S DIRECTIONAL BORING COM SUBJECT TO AN ADDITIONAL 2% WEEKLY INTEREST CHARGE.	PLETION OF WORK UN	IPAID BALAN	CES WILL BE
BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO ALL THE TERMS A AS STATED.		Total	\$2,450.00

BID NO: 654 Page 1 of 2



2339 Destiny Way Odessa, FL 33556

CUC1225357

Phone: 813-926-8846 Fax: 813-926-5130 ER0010207

ATTN: Sean Craft Country Walk 30400 Country Point Blvd. DATE: 12/18/19 Wesley Chapel,FL 33543 E-MAIL: Scraft@countrywalk.net (813)-991-6102

Description	QUANTITY ITEM	COST	SUB-TOTAL
1 Mobilization	1 LS	\$750.00	\$750.00
2 Bore1" SDR 13.5	87 LF	\$39.08	\$3,400.00
3 Bore1" SDR 13.5 (material)	87 LF	\$0.28	\$24.58
4 Ground Penetrating Radar	1 LS	\$660.00	\$660.00
Total			\$4,834.58

EXCLUSIONS: Permits, Fees, Testing, Surveying, Certified As-Builts, MOT, Concrete Pav't or Asphalt/Base Remove/Replace, Unsuitable Material, Tree/Landscape Remove/Replace,

BASED ON:

- 1 Proposal good for 30 days.
- 2 Job site visit with David Perez & Sean Craft
- 3 If rock is encountered, a change order in the amount of \$15.82 per foot will be required.
- 4 SDR 13.5 supplied by Starlink Construction.
- 5 All work to be field measured and agreed on by both parties upon completion, prior to billing.
- 6 If grounding is required, Add \$58.44 to each location.
- 7 Payment due on or before 30 days from completion no retainage withheld.
- 8 If Necessary, customer agrees to pay collection costs, including reasonable attorney's fees
- 9 Customer agrees that venue for any legal action shall be in Pasco County Florida.

THANKS FOR THE OPPORTUNITY TO BID THIS PROJECT.

Thank You, **Frank Brozik Estimator** frank.brozik@starlinkconstruction.com

Sign and Notarize

ACCEPTED BY:	DATE:
POSITION:	
COMPANY NAME:	
ADDRESS:	

Page 2 of 2

The foregoing instrument was acknowledged before me this			day of	, 2019
by	who is		of said company. H	e/She is personally known
to me or has produced	a	s identification.		
My Commission Expires:			Notary Public:	
			Sign:	
			Print	



Terms

14512 North Nebraska Avenue Tampa, Florida 33613 813/977-7270

Project Name:

WMBE CERTIFIED*

PROPOSAL

Date	
1/30/2020	

Country Walk CDD 30400 Country Point Blvd. Wesley Chapel, Florida 33543

Rep

Serving The Tampa Bay Area Since 1972

Country Walk CDD

UPON COMPLETION	DEH CARL I	HANKINS, INC. is pleased t	to provide yo	ou with a quote fo	r the following:
Item	De	scription	Quantity	Rate	Total
DIRECTIONAL	Directional Drill, approxima	ately 85' of 1" PVC	1	1,200.00	1,200.00
Misc.	Furnish and install, two (2) of 20.00 each	20.00	40.00		
Misc.	Furnish and install, approximation	mately 89' of jet line at \$ 1.00 per	89	1.00	89.00
Misc.	Please note: No restoration	included			
which customer may recordered, if the project is	eive payment from others. Prices on t cancelled by no fault of CARL HANK	.5% interest charge on all past due invoices. This quote are valid for thirty (30) days. In the INS, INC., the customer will be billed for any arising out of the agreement shall be in Hillshoreasonable attorney's fees and collection c	event that customer restocking fee that brough County, Flor	r accepts the terms of this pr is assessed from specialty or	roposal and materials are dered material items. It
In the event that custon		materials are ordered, if the project is cancelle restocking fee that is assessed by the supplier/	ed by no fault of Car	l Hankins, Inc., the custome	er will be responsible for
O	0 1 0	n per foot increments. The above quote does ible for utilities positioned on private property		0 7 0 0 1	0
We greatly appreciate t	email and we will schedule this	orking with you. Upon acceptance of the abo work to be performed. American Express, Di 6 transaction fee will apply to all charges of \$4	scover, Master Card		fax (813/977-5419) or
Corporate Office	er Signature	Date			
Corporate Offic	er Printed Name	Title			
For question	ons, please call Daniel H	ankins at 813/ 977-7270	Tota	al	\$1,329.00

Stellar Electrical Services LLC

PO Box 6972 Spring Hill, FL 34611 813-603-7514 EC13007514

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Date	Estimate #
12/11/2019	12112019001

Project

Description	Qty	U/M	Rate	Total
Marquee Installation				
Labor Service Charge Permitting Estimated Material	15 1 1 1		75.00 95.00 250.00 500.00	1,125.00 95.00 250.00 500.00
-This estimate is for the procurement and installation of One (1) dedicated 120 volt 20 amp circuit ran from the distribution panel adjacent to the guard tower structure to the new marquee location at the center roadway island. Junction boxes will be installed at ground level onto the underground boring company conduits. Trenches will be installed, and 1-inch conduit will be installed to the distribution panel and to the marquee location. Number 10 stranded copper wire will be installed through the conduit to the new marquee location. A photocell and disconnect switch will be installed at the base of the new marquee sign. This work will require and electrical underground inspection and a final inspection.				
-Payments are due upon receipt. This estimate shall be considered the agreed not to exceed amount. If additional time and material is needed to complete this project due to any unforeseen damages, obstructions, or changes to installation plan during the time of installation you will be notified immediately of the problem and be advised of the additional costs.				
-This estimate is good for 30 days from the date shown at the top of the estimate.				
-I have reviewed the attached items and confirm that they meet my requirements. I accept this estimate and all its contents and wish to move forward with the repair.				
Printed Name				
		To	otal	

Stellar Electrical Services LLC

PO Box 6972 Spring Hill, FL 34611 813-603-7514 EC13007514

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Date	Estimate #
12/11/2019	12112019001

Name / Address	
Country Walk CDD	

Project

Description	Qty	U/M	Rate	Total
Signed Name Date				
Date				
		<u> </u>		
		Te	otal	\$1,970.00

Funez Drywall and Painting LLC

Funez Drywall and Painting LLC	PROPOSAL
30300 Hatz Way	
Wesley Chapel FL 33543	Job Address
(646) 436-8574	Country Walk CDD
funezdrywall@hotmail.com	30400 Country P.Blvd
	Wesley Chapel ,Fl
Scope of Work	
Remove existing sign by the entrance of Cou	ıntry Point Blvd and take it
To the County Garbage Disposal.	<u> </u>
Install a new sign by the entrance of Countr	y Point Blvd.
	Total \$ 900.00
	10tai \$ 900.00

PC Consultants

Quote

1044

4853 Pennecott Way Wesley Chapel, FL 33544-1801 (813)973-3330 Cell (813)390-6344

Quote

Cus	tomer ———			$\overline{}$
Name	Country Walk CDD			Date
Address	5844 Old Pasco Ro	ad; Suite 100		Quote
City	Wesley Chapel	State FL	ZIP 33544	Rep
Phone	(813)991-6102 Office	ce (813)994-2100) Fax	FOB

Date	3/3/2020	•
Quote No.	Verbal-Sean C.	
Rep	Ken Johnson	
FOB	TBD	

Qty	Description		Unit Price	TOTAL
1	NETGEAR Orbi Pro Tri-Band WiFi System for with 3Gbps speed (SRK60B03) 3-Pack include & 2 wall-mount satellites to cover up to 7,500 states Color: White	des 1 router	\$575.00	\$575.00
1.2	Labor: Unbox, setup ORBI router & position (2) Satellites, One in clubhouse & other in pool ca area; Update Firmware on router & satellites; If in SSID's and access rights; Test. Billed Labor: 1.2 Hrs @ \$60 Per Hr	abana	\$60.00	\$72.00
1	Tax Exempt Certificate #85-8012603986C-8 o	on file.	\$15.00	\$15.00
			SubTotal	\$662.00
F	Payment Details	\		\$0.00
C	Cash	Taxes	State	\$0.00
C	Check	_		
left	,		TOTAL _	\$662.00
	Pricing good thru 03/13/20	Offic	ce Use Only	M. Huber

Thank You For Your Order!



20108 Pond Spring Way Tampa, FL 33647 (813) 991-6069 FAX (813) 907-8205

JOB ESTIMATE

TO:S	ean
	IY NAME: Country Walk
DATE: 3/	4/20
Install b	arbed wire (3 strand) at the end of Huntingdale Ct. and run along the
property	perimeter.
Approx.	320 linear ft.
Include	s posts.
Approx.	\$1,000.00
	Thank You: Romaner Graphics



COMMON AREA EXHIBIT

PUNCH LIST 19256 COUNTRY WALK
CLEANUP PARKING LOT
CLEAN BLINDS & WINDOWS
CAULK JOINT IN RUBBER FLOORING
CLEAN LIGHT FIXTURES (BACK RH)
CLEAN BLINDS IN RESTROOM
STRIKE PLATE MISSING BATHROOM.
GENERAL CLEANING THROUGH OUT
REPAINT DOOR 'S
FILL & SAND SCREW HOTES IN DOOR FROM
MAIN LOBBY TO GYM.
CLEAN OUT LIGHT FIXTURES LONS
FILL NAIL HOLES & CHEANUP AT TRIM LOBBY STOE
Touch up PAINT ON WALLS/SEE THROUGHT
CALL POINTER

1 MINUTES OF MEETING 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon 6 which such appeal is to be based. 7 8 COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT 9 10 The regular meeting of the Board of Supervisors of the Country Walk Community Development District was held on Thursday, February 13, 2020 at 6:00 p.m. at the 11 12 Country Walk Clubhouse, located at 30400 Country Pointe Boulevard, Wesley Chapel, FL 13 33543. 14 Present and constituting a quorum: 15 16 **Board Supervisor, Chairman** 17 Nina Siegel Steve Hyde **Board Supervisor, Vice Chairman** 18 George O'Connor **Board Supervisor, Assistant Secretary** 19 Margo Rae Moulton **Board Supervisor, Assistant Secretary** 20 21 Luanne Dennis **Board Supervisor, Assistant Secretary** 22 23 Also present were: 24 District Manager, Rizzetta & Company, Inc. 25 Matthew Huber Tyree Brown Operations Manager, Rizzetta & Company, Inc. 26 Gerry Fezzuoglio District Engineer, AECOM 27 Sean Craft Clubhouse Manager 28 Kristen Schalter District Counsel, Straley & Robin 29 Audience 30 31 FIRST ORDER OF BUSINESS Call to Order 32 33 34 Mr. Huber called the meeting to order and performed roll call, confirming a guorum 35 for the meeting. 36 SECOND ORDER OF BUSINESS 37 **Audience Comments** 38 39 40 41 taken. 42

Audience comments were entertained regarding crape myrtles, policies for soccer field, wasps in pool umbrella and furniture and lift station odor with no Board action being

THIRD ORDER OF BUSINESS Consideration of Proposals for **Landscape Maintenance Services**

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The Board continued the discussion and ranking of the proposals and approved Greenview to begin services on 4/1/2020 with Down To Earth terminating on 3/31/2020.

On a Motion by Ms. Siegel, seconded by Mr. Hyde, with all in favor, the Board of Supervisors approved the proposal submitted by Greenview, for their landscaping services to start on April 1, 2020, and for Down To Earth to be terminated on March 31, 2020 for Country Walk Community Development District.

48 49

FOURTH ORDER OF BUSINESS

Consideration of AED Devices for Clubhouse and Gym

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The Board discussed and approved purchasing AED devices for the clubhouse and the gym.

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On a Motion by Ms. Siegel, seconded by Mr. O'Connor, with all in favor, the Board of Supervisors approved purchasing AED devices for the clubhouse and gym for Country Walk Community Development District.

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FIFTH ORDER OF BUSINESS

Ratification of Lockers for Gym Project

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On a Motion by Mr. Hyde, seconded by Ms. Dennis, with all in favor, the Board of Supervisors ratified the purchase of lockers previous approved by the Chair for Country Walk Community Development District.

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SIXTH ORDER OF BUSINESS

Consideration of June 11th CDD meeting time change to 6:00pm

60 61 62

The Board discussed and approved changing the time of the June 11th meeting to 6:00 pm.

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On a Motion by Ms. Dennis, seconded by Ms. Moulton, with all in favor, the Board of Supervisors approved the change of meeting time for June 11, 2020 to 6:00 pm for Country Walk Community Development District.

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SEVENTH ORDER OF BUSINESS

Consideration of Proposals for Pavilion Floor Epoxy

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The Board discussed the proposals provided for pavilion floor epoxy, and approved the Funez proposal for \$1,900.

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On a Motion by Mr. O'Connor, seconded by Mr. Hyde, with all in favor, the Board of Supervisors approved the proposal from Funez for \$1,900 for pavilion floor epoxy for Country Walk Community Development District.

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EIGHTH ORDER OF BUSINESS

Ratification of the Romaner Graphics Outdoor Amenities Signage Proposal

On a Motion by Ms. Siegel, seconded by Ms. Dennis, with all in favor, the Board of Supervisors ratified the 3 amenities signage proposals from Romaner Graphics for \$185 each previously approved by the Chair for Country Walk Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Proposals for Front Door and Bar Area Thresholds

The Board discussed the proposals provided for front door and bar area thresholds and they were approved.

On a Motion by Ms. Dennis, seconded by Ms. Moulton, with all in favor, the Board of Supervisors approved the proposals for front door and bar area thresholds for Country Walk Community Development District.

TENTH ORDER OF BUSINESS

Staff Reports

A. Clubhouse Manager

Mr. Craft provided an overview of his report. He noted that the gym opening was delayed due to the equipment being on backorder. He also discussed a 3 on 3 basketball tournament, card game day and meet your neighbors' event. He advised the board that the Christmas light company damaged the lights at the front entrance, and that CFC Fire panel update will be completed 2/29.

B. Field Operations Manager

Tyree Brown discussed that the Crape Myrtles were cut incorrectly by Down To Earth, and Gerry will need to review the work.

C. District Engineer

Mr. Fezzuoglio discussed that the pavilion drainage is repaired, the sidewalks have been reviewed, and that Dragon Fly needs a COI for a resident's repair.

D. District Counsel

Counsel discussed the ducks and erosion issues.

Page 4 115 E. 116 District Manager 117 118 Mr. Huber informed the Board that the next scheduled meeting is Thursday, February 13, 2020, at 6:00 p.m. He also presented the previously chair approved 119 Temporary Construction License Agreement for 30433 Pecan Valley Loop, who 120 121 requested access to install landscape. 122 On a Motion by Ms. Moulton, seconded by Mr. O'Connor, with all in favor, the Board of Supervisors approved the previously chair approved Temporary Construction License Agreement for 30433 Pecan Valley Loop, who requested access to install landscape, for Country Walk Community Development District. 123 **ELEVENTH ORDER OF BUSINESS** Consideration of Minutes of Board of 124 Supervisors Meeting Held on January 125 9, 2020 126 127 Mr. Huber presented the Minutes of the Board of Supervisors Meeting held on 128 129 January 9, 2020. One revision was requested. 130 On a Motion by Ms. Siegel, seconded by Mr. Hyde, with all in favor, the Board of Supervisors approved the Minutes of the Board of Supervisors Meeting held on January 9, 2020, with one correction, for Country Walk Community Development District. 131 TWELFTH ORDER OF BUSINESS **Consideration of Operation and** 132 133 Maintenance Expenditures for December 2019 134 135 Mr. Huber presented the expenses for December 2019 for \$57,651.43, and they 136 137 were approved. 138 On a Motion by Ms. Siegel, seconded by Ms. Dennis, with all in favor, the Board of Supervisors approved the December 2019 operation and maintenance expenses, for \$57,651.43, for Country Walk Community Development District. 139 140 THIRTEENTH ORDER OF BUSINESS **Supervisor Requests** 141 Mr. O'Connor discussed issues with pond fishing, and sign uniformity. He 142 requested that a pond at the clubhouse be designated for fishing only. 143 144 Ms. Siegel requested the sign replacement project be on the March agenda. 145 146 147 Ms. Dennis discussed spider eggs under the roofs. 148 149 Ms. Moulton mentioned the new resident information packets.

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52	FOURTEENTH ORDER OF BUSINES	S Adjournment
53 54 55 56	Mr. Huber stated that if there w Board, then a motion to adjourn was in	vere no further business items to come before the order.
	11	ed by Ms. Dennis, with all in favor the Board of at 8:15 p.m. for Country Walk Community
57 58 59		
60	Secretary/Assistant Secretary	Chairman/Vice Chairman

Tab 11

COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 5844 OLD PASCO ROAD · SUITE 100 · WESLEY CHAPEL, FLORIDA 33544

Operation and Maintenance Expenditures January 2020 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2020 through January 31, 2020. This does not include expenditures previously approved by the Board.

The total items being presented:	\$190,119.08
Approval of Expenditures:	
Chairperson	
Vice Chairperson	
Assistant Secretary	

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
ADT Security Services	007443	743640705	Alarm Monitoring -Country Walk Lifestyle Center 30400 CP 01/20	\$	101.50
ADT Security Services	007486	747327794	Alarm Monitoring -Country Walk Lifestyle Center 30400 CP 02/20	\$	101.50
AECOM Technical Services, Inc.	007472	2000312594	Engineering Services Project #60530675 12/19	\$	3,477.45
American Ecosystems, Inc.	007440	2001086	Water Management Treatment 01/20	\$	1,888.00
Aquarius Water Refining, Inc.	007485	155293	Commercial Triplex Aris System Rental 01/20	\$	395.00
Arthur H Price Jr Septic Tank Services, Inc	007455	119203	Maintenance & Repairs Clean 5 Drainage Lines 12/19	\$	928.31
Clean Sweep Supply Co., Inc.	007474	00206904	Janitorial Supplies 01/20	\$	53.00
Country Walk CDD	CD362	CD362	Debit Card Replenishment	\$	379.21
DCSI, Inc.	007456	26564	Access/Gate Service & Repairs 12/19	\$	105.00
Down To Earth LLC	007466	55395	Installed Annuals 12/19	\$	4,392.50
Down To Earth LLC	007466	55409	Irrigation Repairs 12/19	\$	187.36
Down To Earth LLC	007487	55868	Grounds Maintenance 01/20	\$	12,127.58
E&L Construction Group, Inc.	007476	012120	Change Order for Interior Gym Renovation Project 01/20	\$	409.00

Paid Operation & Maintenance Expenditures

/endor Name Check Number		Invoice Number	Invoice Description	Invoice Amo	
E&L Construction Group, Inc.	007457	19256-0-1	Interior Gym Renovation 12/19	\$	55,710.00
E&L Construction Group, Inc.	007457	19256-0-2	Interior Gym Renovation 12/19	\$	35,025.75
Florida Dept of Revenue	007467	61-8015817296-8 12/19	Sales & Use Tax 12/19	\$	48.93
George O'Connor	007480	GO011420	Board of Supervisor Meeting 01/14/20	\$	200.00
George O'Connor	007446	GO121419	Board of Supervisor Meeting 12/14/19	\$	200.00
Insect IQ Inc.	007488	24136	Pest Management & Treatment 01/20	\$	80.00
Jerry Richardson	007453	1305	Wildlife Removal Service 12/19	\$	1,300.00
Kidz Fun	007478	012220	Deposit for Entertainment Services Easter Party 04/20	\$	737.50
Luanne Dennis	007475	LD011420	Board of Supervisor Meeting 01/14/20	\$	200.00
Luanne Dennis	007442	LD121419	Board of Supervisor Meeting 12/14/19	\$	200.00
Margo Rae Moulton	007479	MM011420	Board of Supervisor Meeting 01/14/20	\$	200.00
Margo Rae Moulton	007445	MM121419	Board of Supervisor Meeting 12/14/19	\$	200.00
Nina J Siegel	007483	NS011420	Board of Supervisor Meeting 01/14/20	\$	200.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	Invoice Amount	
Nina J Siegel	007451	NS121419	Board of Supervisor Meeting 12/14/19	\$	200.00	
Outdoor Furniture Connection	007447	121819	Additional to Cover 50% Deposit Pool Furniture Project 12/19	\$	1,145.03	
Pasco County Utilities Services Branch	007448	12857107	#0489145 - 30400 Country Point Blvd 12/19	\$	446.30	
Pasco Sheriff's Office	007458	I-11/4/2019-04170	Off Duty Detail 12/19	\$	1,720.00	
Peter's Pressure Washing	007449	121319	30% Deposit Brick Paver Sealing Project 12/19	\$	5,700.00	
Peter's Pressure Washing	007468	2846	Balance Due Brick Paver Sealing Project 01/20	\$	13,300.00	
Peter's Pressure Washing	007489	2903	Concrete Flatwork Sidewalk Entrance of Community 01/20	\$	350.00	
Poop 911 Tampa	007459	3095706	Weekly Dog Park Waste Removal 12/19	\$	232.70	
Pope's Water Systems, Inc	007469	64787	Repairs - Irrigation Pump by Tennis Courts 12/19	\$	125.00	
Rizzetta & Company, Inc.	007460	INV0000045877	District Management Fees 01/20	\$	6,380.41	
Rizzetta Amenity Services, Inc.	007450	INV00000000006919	Out of Pocket Expenses 11/19	\$	103.55	
Rizzetta Amenity Services, Inc.	007450	INV00000000006946	Amenity Management Services 12/19	\$	7,182.65	
Rizzetta Amenity Services, Inc.	007461	INV0000000006977	Amenity Management Services 12/19	\$	5,585.30	

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount	
Rizzetta Amenity Services, Inc.	007470	INV00000000007008	Amenity Management Services 01/20	\$	7,166.77
Rizzetta Amenity Services, Inc.	007481	INV00000000007037	Out of Pocket Expenses 12/19	\$	73.97
Rizzetta Amenity Services, Inc.	007490	INV00000000007063	Amenity Management Services 01/20	\$	5,700.73
Rizzetta Technology Services	3 007482	INV000005413	Email & Website Hosting Services 01/20	\$	175.00
Romaner Graphics	007491	19817	Maintenance & Repairs 01/20	\$	570.00
Security Lock Systems of Tampa, Inc	007492	1461	Maintenance/Monitoring 01/20	\$	324.21
Spectrum Business	007473	048209801011320	30400 Country Point Blvd TV - 01/20	\$	328.46
Spectrum Business	007441	048209801121319	30400 Country Point Blvd TV - 12/19	\$	329.91
Stellar Electrical Services	007462	12212019001	Maintenance & Repairs 12/19	\$	251.11
Stephen Hyde	007477	SH011420	Board of Supervisor Meeting 01/14/20	\$	200.00
Stephen Hyde	007444	SH121419	Board of Supervisor Meeting 12/14/19	\$	200.00
Straley Robin Vericker	007463	17781	Legal Services Account #001033 12/19	\$	3,225.00
Suncoast Pool Service	007493	5882	Monthly Pool Maintenance 01/20	\$	900.00

Paid Operation & Maintenance Expenditures

Vendor Name	Check Number	Invoice Number	Invoice Description	<u>Inv</u>	oice Amount
Times Publishing Company	007471	0000038629 01/01/20	Account 113773 Legal Advertising 01/20	\$	105.25
Times Publishing Company	007452	0000042807 12/06/19	Account 113773 Legal Advertising 12/19	\$	220.40
United Building Maintenance, Inc.	007454	306	Cleaning Services 01/20	\$	600.00
Waste Management Inc. of Florida	007464	0493521-1568-4	Waste Disposal Services 01/20	\$	57.00
Withlacoochee River Electric Cooperative, Inc	007484	10270434 12/19	Summary Billing 12/19	\$	8,372.74
Report Total				<u>\$</u>	190,119.08