VENTANA COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS REGULAR MEETING MAY 07, 2020

VENTANA COMMUNITY DEVELOPMENT DISTRICT AGENDA

THURSDAY, MAY 07, 2020 AT 2:00 P.M.
CALL IN NUMBER: 1-866-906-9330 ACCESS CODE: 4863181

District Board of Supervisors Chairman Jeff Hills

Vice ChairmanChloe FirebaughSupervisorNick DisterSupervisorKelly EvansSupervisorBrady Lefere

District Manager Meritus Districts Debby Nussel

District Attorney Straley Robin Vericker John Vericker

District Engineer Stantec (Interim) Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The meeting will begin at 2:00 p.m. Following the Call to Order, the public has the opportunity to comment on posted agenda items during the second section called Public Comments on Agenda Items. Each individual is limited to three (3) minutes for such comment. The Board is not required to take action at this time, but will consider the comments presented as the agenda progresses. The third section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called Consent Agenda. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fifth section is called Vendor/Staff Reports. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The sixth section is called **Supervisor** Requests. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's needs. The final section is called Audience Questions, Comments and Discussion Forum. This portion of the agenda is where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

Board of Supervisors

Ventana Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Ventana Community Development District will be held on Thursday, May 07, 2020 at 2:00 p.m. via conference call at the information listed below:

Conference Call In Number – 1-866-906-9330

Participant Access Code – 4863181

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT ON AGENDA ITEMS
- 3. BUSINESS ITEMS

A. Consideration of Resolution 2020-07; Approving Fiscal Year 2021 Proposed Budget	
& Setting Public HearingTab	01
B. Consideration of Resolution 2020-08; Adopting Statutory Alternative Investment PoliciesTab	02
C. Discussion on Landscape Proposals	03
D. Annual Disclosure of Qualified Electors	04
E. Consideration of Resolution 2020-09; Setting Landowners Election & CDD MeetingTab	05
F. Discussion on Acceptance of Compensation for Board Members	
G. General Matters of the District	
CONSENT AGENDA	

4.

- A. Consideration of Minutes of the Public Hearing & Regular Meeting April 02, 2020......Tab 06 B. Consideration of Operation and Maintenance Expenditures March 2020......Tab 07
- 5. VENDOR/STAFF REPORTS
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 6. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 7. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM
- 8. ADJORNMENT

Sincerely,

Debby Nussel District Manager

RESOLUTION 2020-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2020/2021; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager prepared and submitted to the Board of Supervisors ("Board") of the Ventana Community Development District ("District") prior to June 15, 2020 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Proposed Budget"); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED**. The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING**. The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: August 6, 2020

HOUR: 2:00 p.m.

LOCATION*: Meritus

2005 Pan Am Circle, Suite 300

Tampa, FL 33607

*Please note that pursuant to Governor DeSantis' Executive Order 20-69 (as it may be extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District's website for the latest information: http://ventanacdd.com/.

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Hillsborough County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET**. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post the Proposed Budget on the District's website at least two days before the budget hearing date and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE**. Notice of this public hearing shall be published in the manner prescribed by Florida law.
 - 6. **EFFECTIVE DATE**. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON MAY 7, 2020.

Attest:	Ventana Community Development District		
Print Name:	Jeff Hills		
Secretary / Assistant Secretary	Chair of the Board of Supervisors		

Exhibit A: Proposed Budget for Fiscal Year 2020/2021



VENTANA COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2021 PROPOSED ANNUAL OPERATING BUDGET





FISCAL YEAR 2021 PROPOSED ANNUAL OPERATING BUDGET

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BUDGET INTRODUCTION

Background Information

The Ventana Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a "solution" to the State's needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2021, which begins on October 1, 2020. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

Fund Number	Fund Name	Services Provided
001	General Fund	Operations and Maintenance of Community Facilities Financed by Non-Ad Valorem Assessments
200	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2018 Special Assessment Revenue Bonds
201	Debt Service Fund	Collection of Special Assessments for Debt Service on the Series 2020 Special Assessment Revenue Bonds

Facilities of the District

The District's existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.



	Fiscal Year 2020 Final Operating Budget	Current Period Actuals 10/1/19 - 2/29/20	Projected Revenues & Expenditures 3/1/20 to 9/30/20	Total Actuals and Projections Through 9/30/20	Over/(Under) Budget Through 9/30/20
Revenues					
SPECIAL ASSESSMENTS - SERVICE CHARGES					
Operations & Maintenance Assmts-Tax Roll	208,022.00	207,354.44	667.56	208,022.00	0.00
Operations & Maintenance Assmts-Off Roll	132,540.00	0.00	0.00	0.00	(132,540.00)
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$340,562.00	\$207,354.44	\$667.56	\$208,022.00	(\$132,540.00)
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES Developer Contributions	0.00	0.00	77,365.00	77,365.00	77,365.00
		\$0.00	•	•	•
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES			\$77,365.00	\$77,365.00	\$77,365.00
TOTAL REVENUES	\$340,562.00	\$207,354.44	\$78,032.56	\$285,387.00	(\$55,175.00)
EXPENDITURES ENVANCIAL & ADMINISTRATIVE					
FINANCIAL & ADMINISTRATIVE District Manager	45,000.00	18,750.00	26,250.00	45,000.00	0.00
District Manager District Engineer	3,000.00	2,529.63	970.37	3,500.00	500.00
Disclosure Report	4,200.00	0.00	4,200.00	4,200.00	0.00
Trustee Fees	4,300.00	2,074.21	2,225.79	4,300.00	0.00
Accounting Services	0.00	0.00	9,000.00	9,000.00	9,000.00
Auditing Services	5,000.00	500.00	4,500.00	5,000.00	0.00
Postage, Phone, Faxes, Copies	500.00	24.16	775.84	800.00	300.00
Public Officials Insurance	1,800.00	2,250.00	0.00	2,250.00	450.00
Legal Advertising	1,500.00	2,041.00	959.00	3,000.00	1,500.00
Bank Fees	250.00	0.00	250.00	250.00	0.00
Dues, Licenses, & Fees	375.00	175.00	0.00	175.00	(200.00)
Email Hosting Vendor	0.00	0.00	0.00	0.00	0.00
ADA Website Compliance	0.00	0.00	0.00	0.00	0.00
Website Maintenance	1,500.00	2,125.00	875.00	3,000.00	1,500.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$67,425.00	\$30,469.00	\$50,006.00	\$80,475.00	\$13,050.00
LEGAL COUNSEL					
District Counsel	7,000.00	2,765.05	2,234.95	5,000.00	(2,000.00)
TOTAL LEGAL COUNSEL	\$7,000.00	\$2,765.05	\$2,234.95	\$5,000.00	(\$2,000.00)
ELECTRIC UTILITY SERVICES					
Electric Utility Services	100,000.00	1,146.16	60,853.84	62,000.00	(38,000.00)
TOTAL ELECTRIC UTILITY SERVICES	\$100,000.00	\$1,146.16	\$60,853.84	\$62,000.00	(\$38,000.00)
GARBAGE/SOLID WASTE CONTROL SERVICES	-	•	·	·	
Garbage Collection	3,759.00	0.00	1,500.00	1,500.00	(2,259.00)
TOTAL GARBAGE/SOLID WASTE CONTROL SERVICES	\$3,759.00	\$0.00	\$1,500.00	\$1,500.00	(\$2,259.00)
WATER-SEWER COMBINATION SERVICES			. ,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	X. / /
Water Utility Services	8,000.00	0.00	2,550.00	2,550.00	(5,450.00)
TOTAL WATER-SEWER COMBINATION SERVICES	\$8,000.00	\$0.00	\$2,550.00	\$2,550.00	(\$5,450.00)
OTHER PHYSICAL ENVIRNOMENT					
Property & Casualty Insurance	10,500.00	2,750.00	0.00	2,750.00	(7,750.00)
Aquatic Management Contract	15,000.00	4,130.00	5,782.00	9,912.00	(5,088.00)
Pond Repair	0.00	0.00	0.00	0.00	0.00
Aquatic Plantings	0.00	0.00	0.00	0.00	0.00
Landscape Maintenance-Contract	96,878.00	38,020.00	75,980.00	114,000.00	17,122.00
Mulch/Tree Trimming	10,000.00	0.00	0.00	0.00	(10,000.00)
Plant Replacement & Annuals	5,000.00	0.00	0.00	0.00	(5,000.00)
Irrigation Maintenance	5,000.00	0.00	1,500.00	1,500.00	(3,500.00)
Entry & Wall Maintenance	0.00	0.00	0.00	0.00	0.00
Pool Maintenance - Contract Pool Repairs	5,000.00 0.00	0.00 0.00	3,600.00 0.00	3,600.00 0.00	(1,400.00) 0.00
Amenity Center Facility Maintenance	7,000.00	0.00	2,100.00	2,100.00	(4,900.00)
Amenity Center Facility Maintenance Amenity Center Cleaning & Supplies	7,000.00	0.00	2,100.00	2,100.00	(4,900.00)
Amenity Center Cleaning & Supplies Amenity Center Pest Control	0.00	0.00	0.00	0.00	0.00
Onsite Staffing	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER PHYSICAL ENVIRNOMENT	\$154,378.00	\$44,900.00	\$88,962.00	\$133,862.00	(\$20,516.00)
TOTAL EXPENDITURES	340,562.00	79,280.21	•	285,387.00	(55,175.00)
			206,106.79		
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	0.00	128,074.23	(128,074.23)	0.00	0.00



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	Fiscal Year 2020 Final Operating Budget	Total Actuals and Projections Through 9/30/20	Over/(Under) Budget Through 9/30/20	Fiscal Year 2021 Proposed Operating Budget	Increase / (Decrease) from FY 2020 to FY 2021
Revenues SPECIAL ASSESSMENTS - SERVICE CHARGES					
Operations & Maintenance Assmts-Tax Roll	208,022.00	208,022.00	0.00	452,454.97	244,432.97
Operations & Maintenance Assmts-Off Roll	132,540.00	0.00	(132,540.00)	0.00	(132,540.00)
TOTAL SPECIAL ASSESSMENTS - SERVICE CHARGES	\$340,562.00	\$208,022.00	(\$132,540.00)	\$452,454.97	\$111,892.97
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES				•	·
Developer Contributions	0.00	77,365.00	77,365.00	39,461.03	39,461.03
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$0.00	\$77,365.00	\$77,365.00	\$39,461.03	\$39,461.03
TOTAL REVENUES	\$340,562.00	\$285,387.00	(\$55,175.00)	\$491,916.00	\$151,354.00
EXPENDITURES	0010,002.00	\$200,001100	(000,110100)	V101,010.00	V101,00 1100
LEGISLATIVE					
Supervisor Fees	0.00	0.00	0.00	4,000.00	4,000.00
TOTAL LEGISLATIVE	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00
FINANCIAL & ADMINISTRATIVE	•				* *,******
District Manager	45,000,00	45.000.00	0.00	45,000.00	0.00
District Engineer	3,000.00	3,500.00	500.00	3,000.00	0.00
Disclosure Report	4,200.00	4,200.00	0.00	8,400.00	4,200.00
Trustee Fees	4,300.00	4,300.00	0.00	8,000.00	3,700.00
Accounting Services	0.00	9,000.00	9,000.00	4,500.00	4,500.00
Auditing Services	5,000.00	5,000.00	0.00	6,500.00	1,500.00
Postage, Phone, Faxes, Copies	500.00	800.00	300.00	500.00	0.00
Public Officials Insurance	1,800.00	2,250.00	450.00	2,475.00	675.00
Legal Advertising	1,500.00	3,000.00	1,500.00	2,200.00	700.00
Bank Fees	250.00	250.00	0.00	250.00	0.00
Dues, Licenses, & Fees	375.00	175.00	(200.00)	175.00	(200.00)
Email Hosting Vendor ADA Website Compliance	0.00	0.00	0.00	600.00 1,500.00	600.00 1,500.00
Website Maintenance	1,500.00	3,000.00	1,500.00	1,500.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$67,425.00	\$80,475.00	\$13,050.00	\$84,600.00	\$17,175.00
	\$67,425.00	\$80,475.00	\$13,030.00	\$84,600.00	\$17,175.00
LEGAL COUNSEL District Counsel	7,000.00	5,000.00	(2,000.00)	7,000.00	0.00
TOTAL LEGAL COUNSEL	\$7,000.00	\$5,000.00	(\$2,000.00)	\$7,000.00	\$0.00
ELECTRIC UTILITY SERVICES					
Electric Utility Services	100,000.00	62,000.00	(38,000.00)	100,000.00	0.00
TOTAL ELECTRIC UTILITY SERVICES	\$100,000.00	\$62,000.00	(\$38,000.00)	\$100,000.00	\$0.00
GARBAGE/SOLID WASTE CONTROL SERVICES	•100,000.00	002,000.00	(000,000.00)	0100,000.00	00.00
Garbage Collection	3,759.00	1,500.00	(2,259.00)	5,700.00	1,941.00
0					·
TOTAL GARBAGE/SOLID WASTE CONTROL SERVICES	\$3,759.00	\$1,500.00	(\$2,259.00)	\$5,700.00	\$1,941.00
WATER-SEWER COMBINATION SERVICES Water Utility Services	8.000.00	2.550.00	(5,450.00)	10.000.00	2.000.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$8,000.00	\$2,550.00	(\$5,450.00)	\$10,000.00	\$2,000.00
	\$8,000.00	\$2,330.00	(\$5,450.00)	\$10,000.00	\$2,000.00
OTHER PHYSICAL ENVIRNOMENT	40.700.00	0.000	(W WWO OO)	40.000.00	4 #00 00
Property & Casualty Insurance Aquatic Management Contract	10,500.00 15,000.00	2,750.00 9,912.00	(7,750.00) (5,088.00)	12,000.00 9,912.00	1,500.00 (5,088.00)
Pond Repair	0.00	0.00	0.00	0.00	0.00
Waterway Improvements & Reapairs	0.00	0.00	0.00	1,000.00	1,000.00
Landscape Maintenance-Contract	96,878.00	114,000.00	17,122.00	171,104.00	74,226.00
Mulch/Tree Trimming	10,000.00	0.00	(10,000.00)	23,000.00	13,000.00
Plant Replacement & Annuals	5,000.00	0.00	(5,000.00)	10,000.00	5,000.00
Irrigation Maintenance	5,000.00	1,500.00	(3,500.00)	5,000.00	0.00
Entry & Wall Maintenance	0.00	0.00	0.00	1,500.00	1,500.00
Pool Maintenance - Contract	5,000.00	3,600.00	(1,400.00)	14,400.00	9,400.00
Pool Repairs	0.00	0.00	0.00	1,000.00	1,000.00
Amenity Center Facility Maintenance	7,000.00	2,100.00	(4,900.00)	5,000.00	(2,000.00)
Amenity Center Cleaning & Supplies	0.00	0.00	0.00	5,500.00	5,500.00
Amenity Center Pest Control Onsite Staffing	0.00	0.00	0.00	1,200.00 20,000.00	1,200.00 20,000.00
ū .					
TOTAL OTHER PHYSICAL ENVIRNOMENT	\$154,378.00	\$133,862.00	(\$20,516.00)	\$280,616.00	\$126,238.00
TOTAL EXPENDITURES	340,562.00	285,387.00	(55,175.00)	491,916.00	151,354.00
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES		VE AD 200	0.00	0.00	0.00



GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day- to-day business of the District.

Miscellaneous Administration

This is required of the District to store its official records.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.

Miscellaneous Fees

To provide for unbudgeted administrative expenses.



GENERAL FUND 001

Investment Reporting Fees

This is to provide an investment report to the District on a quarterly basis.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Technology Services

This is to upgrade and keep current the operating components to comply with new governmental accounting standards along with basic website maintenance.

Website Administration

This is for maintenance and administration of the Districts official website.

Capital Outlay

This is to purchase new equipment as required.

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element

Garbage/Solid Waste Control Services

Garbage Collection

This item is for pick up at the recreation facility and parks as needed.

Water-Sewer Combination Services

Water Utility Services

This item is for the potable and non-potable water used for irrigation.

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.



GENERAL FUND 001

Miscellaneous Landscape

This item is for any unforeseen circumstances that may affect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Property Taxes

This item is for property taxes assessed to lands within the District.

Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

Pool Maintenance

This item is necessary to contract with a vendor to maintain the pool within state guidelines for public use.

Clubhouse Maintenance

This item provides for operations, maintenance, and supplies to the District's Amenity Center.



DEBT SERVICE FUND SERIES 2018

REVENUES	
CDD Debt Service Assessments	\$ 1,061,856
TOTAL REVENUES	\$ 1,061,856
EXPENDITURES	
Series 2018 May Bond Principal Payment	\$ 265,000
Series 2018 May Bond Interest Payment	\$ 401,078
Series 2018 November Bond Interest Payment	\$ 395,778
TOTAL EXPENDITURES	\$ 1,061,856
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2020	\$ 16,175,000
Principal Payment Applied Toward Series 2018 Bonds	\$ 265,000
Bonds Outstanding - Period Ending 11/1/2021	\$ 15,910,000



DEBT SERVICE FUND SERIES 2020

REVENUES	
CDD Debt Service Assessments	\$ -
TOTAL REVENUES	\$ -
EXPENDITURES	
Series 2020 May Bond Principal Payment	\$ -
Series 2020 May Bond Interest Payment	\$ -
Series 2020 November Bond Interest Payment	\$ -
TOTAL EXPENDITURES	\$ -
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ANALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2020	\$ -
Principal Payment Applied Toward Series 2020 Bonds	\$ -
Bonds Outstanding - Period Ending 11/1/2021	\$ -

Debt Service obligation to be determined upon the Bonds debt issuance



SCHEDULE OF ANNUAL ASSESSMENTS

				Fiscal Year 2020 Fiscal Year 2021		Fiscal Year 2020			
Lot Size	EBU Value	Unit Count	Debt Service Per Unit	O&M Per Unit	FY 2020 Total Assessment	Debt Service Per Unit	O&M Per Unit	FY 2021 Total Assessment	Total Increase / (Decrease) in Annual Assmt
			S	ERIES 2018 - I	Phases 1,2,3				
Single Family 40'	1.00	211	\$1,251.06	\$400.00	\$1,651.06	\$1,251.06	\$531.42	\$1,782.48	\$131.42
Single Family 50'	1.25	281	\$1,563.83	\$500.00	\$2,063.83	\$1,563.83	\$664.28	\$2,228.11	\$164.28
Single Family 60'	1.50	229	\$1,876.60	\$600.00	\$2,476.60	\$1,876.60	\$797.13	\$2,673.73	\$197.13
Subtotal		721							
			SER	IES 2020 (Pen	ding Issuance)				
Single Family 40'	1.00	79					\$531.42	\$531.42	
Subtotal		79							
TOTAL		800	•						

 $^{^{(1)}}$ Annual assessments are adjusted for the County collection costs and statutory early payment discount.

RESOLUTION 2020-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT RESCINDING RESOLUTION 2016-20 AND ANY OTHER PRIOR INVESTMENT POLICIES AND ELECTING TO USE THE STATUTORY DEFAULT INVESTMENT POLICIES FOR INVESTING PUBLIC FUNDS IN EXCESS OF THE AMOUNTS NEEDED TO MEET CURRENT EXPENSES IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Ventana Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

WHEREAS, the Board of Supervisors of the District (the "**Board**") previously adopted Resolution 2016-20 to establish a written investment policy in accordance with Section 218.415, Florida Statutes; and

WHEREAS, the Board desires to rescind Resolution 2016-20 and any other prior investment policies, to not adopt a written investment policy, and instead use the statutory default investment policies for the investment of public funds in excess of amounts needed to meet current expenses, in accordance with Section 218.415 (17), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

- 1. <u>Rescindment of Prior Investment Policies</u>. The Board hereby rescinds Resolution 2016-20 and any other prior investment policies in their entirety.
- 2. <u>Use of Statutory Default Investment Policies</u>. The Board hereby elects to use the statutory default alternative investment policies for the investment of public funds in excess of the amounts needed to meet current expenses, in accordance with Section 218.415(17), Florida Statutes, as amended.
- **3.** <u>Conflicts</u>. All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
- **4.** <u>Severability</u>. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.
- **5. Effective Date**. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED ON MAY 7, 2020.

Attest:	Ventana Community Development District
	Jeff Hills
Print Name:	Chair of the Board of Supervisors
Secretary / Assistant Secretary	·

<u>Vendor</u>	<u>Annually</u>	Monthly	Comments
Brightview	\$147,104	\$12,258.67	*includes mowing & clean-up, detailing, irrigation inspection, fertilization/pest control. Additional Cost : Annuals \$7,710 yearly/\$642.50 monthly (\$1.75 each) four times a year, Mulch \$18,000 yearly/\$1,500 monthly (\$45.00 cu yds) once a year, palm pruning- once a year 181 Washingtonians Palms, 9 Medjool Palms \$4,975.00 (\$414.58 monthly)
Cornerstone	\$146,720	\$12,226.67	*includes mowing & clean-up, detailing, irrigation inspection, fertilization/pest control. Additional Cost : Annuals \$2.50 per annual, mulch \$47.00 cu yd, palm pruning \$45.00 per palm.
Yellowstone	\$131,907	\$10,992.25	*includes mowing & clean-up, detailing, irrigation inspection, fertilization/pest control and palm pruning once a year (196 palms). Additional Cost : Mulch \$28,877 once a year, annuals \$3,492 each, four times a year. Yellowstone did say their mulch proposal might be high. It was hard to tell without landscaping installed. They would adjust if needed after install.
BrightView & Yellowstone include	s Cone Grove C	ornerstone doe	s not include Cone Grove
All three proposals do NOT include			is not include come grove.
2020 D. H. H.	ć0C 070		Mis Landson (10,000 Plant rayloom at 65,000
2020 Budget	\$96,878		Mis. Landscape \$10,000, Plant replacement \$5,000



14620 Bellamy Brothers Boulevard Dade City, Florida 33525 (866) 617-2235 fax (866) 929-6998 www.CornerstoneSolutionsGroup.com

Landscape Maintenance Addendum 1 For Ventana CDD

February 11, 2020

We hereby propose the following as a supplement to the existing Landscape Maintenance Contract for Ventana CDD for your review:

Detail, Fertilization, Pest Control and Irrigation Maintenance

Service Area	Price Per Month	Price Per Year
Detail, Fertilization, Pest and Irrigation services as described below:	<u>\$4666.67</u>	<u>\$56,000.00</u>

MAINTENANCE SERVICES

We appreciate the opportunity to show to you how Cornerstone Solutions Group can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of each of your properties with your service expectations and budget considerations.

Landscape Maintenance Program

- <u>Weeding:</u> Weeds will be removed from all plant, tree and flower beds once a month during the non-growing season and twice a month during the growing season (<u>18</u> times per year). Manual (hand pulling) and chemical (herbicides) will be used as control methods.
- Fertilization and Pest Control (Bi-Monthly)
- o <u>Turf Fertilization:</u> Timing of applications will be adjusted to meet horticultural conditions and supplemental applications of appropriate nutrients shall be applied as indicated by test results.
- o <u>Turf Weed, Insect and Disease Control:</u> Cornerstone Solutions Group employs an IPM (Integrated Pest Management) program, which calls for only legally approved chemicals to be used as needed for weed, insect and disease issues. Any infestations will be treated on an as needed basis throughout the year and the customer will be

made aware of the actions taken as well as the chemicals used. Pre-Emergent herbicides will be used from November 1st to April 1st and Post-Emergent herbicides will be used from April 1st to October 30th due to soil and air temperatures. (Cornerstone Solutions Group will not be held responsible for the post emergent control of common grassy weeds like crabgrass and common Bermuda due to the absence of legal and selective post emergent herbicides for this use.) Nematode control is neither implied nor offered. Ant mounds will be treated as they appear with Advion ant bait to eliminate mounds. (Contract pricing does not include Bayer's Top Choice or Chipco Choice or similar products that are used for guaranteed year long ant control.)

• Monthly Irrigation Inspection (50 Zones)

Contractor will submit recommendations for all necessary repairs and improvements to the system with an itemized cost for completing the proposed work. Throughout the contract, all irrigation zones shall be inspected once a month to insure proper operation. All zones will be turned on to check for any coverage issues or any broken irrigation components. Any issues that require adjustments or cleaning of the filters, heads, rotors and spray nozzles will be performed during the monthly inspection. Any issues that have been caused by contractor shall be repaired at no cost to the Builder. Management shall receive a monitoring report after each monthly irrigation inspection. All repairs to system other than those caused by the Landscaper shall be done on a time and materials basis with the hourly labor rate being \$45.00 per hour. Contractor is not responsible for turf or plant loss due to water restrictions.

A. Miscellaneous:

Scheduling, rain, holidays:

Our services are scheduled Monday - Friday. There will be a pre-determined day that our crews will be in your location area. We will make every effort to adhere to this schedule; however, we reserve the right to change your service day in order to keep our crews running efficient routes. As a courtesy to you, we will contact you well in advance if your mow day changes. While we can assure you of the day your lawn will be serviced, we cannot guarantee our arrival time.

• <u>Communication</u>

You're always welcome to call us, but we prefer that you contact us via e-mail. This expedites your service because we research your account before we call you. Our office is open 7 a.m. - 4:30 p.m., Monday - Friday. Our email address is clee@cthpestsolutions.com

• Our service guarantee

The success of our business depends on you being satisfied with our service. If you have comments, questions or are not satisfied with our service, please call or send us an e-mail with a short description of your concern. We will make the crew aware of your concerns and address it on the next visit.

We appreciate your business and look forward to servicing your needs!

~Cornerstone Solutions Group

Agreement

The contract will be in effect for an initial term of 12 months (1 year) and will remain in effect after initial term until canceled by either party (per the cancellation provision conditions listed next). This agreement may be subject to a price increase annually effective the anniversary date or as otherwise agreed upon in writing by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Cornerstone Solutions Group, here after referred to as Landscaper, agrees to furnish all supervision, labor, materials, supplies and equipment to perform the work hereinabove. Landscaper may, at its sole discretion, utilize subcontractors to provide specific services under this contract. Landscaper will remain as the single and primary contact for all activities as related to this contract. Proof of insurance and necessary licensees will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.

Conditions:

The contract will be in effect for an initial term of 12 months (1 year) with an effective start date of _____and will remain in effect after initial term until canceled by either party. This agreement may be subject to a price increase annually effective the anniversary date or as otherwise agreed upon in writing by both parties. Either party may cancel this contract by providing written notice to the other party to be delivered by certified mail. Notices received during the months of April through September shall cause an effective final date of billable service of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable service of not less than ninety (90) days after the date of receipt. All notices shall be sent to the addresses indicated on this agreement.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Cornerstone Solutions Group, shall have the right to elect to stop work under this contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event any or all of the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

In witness whereof the parties to this agreement have signed and executed it this_11_ day of _February_2020.

Scott B. Meister II	Scott Meister
Signature of Representative	Signature of Owner
	<u>Owner</u>
Date	Title

Exhibit A – Service Area



Pond Bank Landscape Maintenance Agreement

This Landscape Maintenance Agreement (this "Agreement"), is entered into as of May 1, 2019 between the Ventana Community Development District, a community development district organized under the laws of the State of Florida (the "District") and Tree Farm 2, Inc. d/b/a Cornerstone Solutions Group, a Florida for profit corporation (the "Contractor").

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for certain lands around the banks of the District ponds. Contractor submitted a proposal and represents that it is qualified to serve as a pond landscape maintenance contractor and to 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, 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 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 (the "Work") as more fully set forth in the proposal attached hereto as Exhibit A (the "Proposal").
- b. A map of the areas to be maintained is attached hereto as Exhibit B.

- c. 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.
- **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 seventy (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.
- **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 at no additional cost to the District.
- 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 twenty-four (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, this Agreement shall automatically renew for subsequent one year terms pursuant to the same price 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 sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (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 thirty (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 thirty (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 the District Manager to act as the District's representative. 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 (1) 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 fourteen (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.
- e. 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 forty-eight (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 three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor:
 - i. for the Pond Mowing services specified in the Proposal at the Price Per Month of a total of two thousand three hundred ten dollars (\$2,310.00) per month.
- 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 forty five (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 forty five (45) 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 change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- 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 three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- 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 five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or 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 five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

- 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 the 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. 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.
- 16. 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.
- 17. 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.

- 18. 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) 397-5120, OR BY EMAIL AT DEBBY.NUSSEL@MERITUSCORP.COM, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.
- 19. 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.
- 20. 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: Ventana Community Development District

c/o Meritus

2005 Pan Am Circle

Suite 300

Tampa, FL 33607 Attn: District Manager

With a copy to: District Counsel

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

To Contractor: Tree Farm 2, Inc. d/b/a Cornerstone Solutions Group

14620 Bellamy Brothers Boulevard

Dade City, Florida 33525

- 21. Controlling Law. This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.
- 22. **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.
- 23. **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- 24. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 25. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.

[signature page to follow]

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

Ventana

Community Development District

Chair of the Board of Supervisors

Tree Farm 2, Inc. d/b/a
Cornerstone Solutions Group

- DocuSigned by:

Scott Meister

Scott Wierster, TP.

President

EXHIBIT A



14620 Bellamy Brothers Boulevard Dade City, Florida 33525 (866) 617-2235 fax (866) 929-6998 www.CornerstoneSolutionsGroup.com

Landscape Maintenance Contract For Ventana CDD

We appreciate the opportunity to propose to you how Cornerstone Solutions Group can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations.

We hereby propose the following for your review:

All Inclusive Exterior Landscape Management

Service	Price Per Month	Price Per Yea
Pond Mowing	\$2,310.00	\$27.720.00
Pond Mowing	\$2,310.00	\$27.

MAINTENANCE SERVICES

We appreciate the opportunity to show to you how Cornerstone can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of each of your properties with your service expectations and budget considerations.

Landscape Maintenance Program

- •Mowing: Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean and uncluttered appearance. It is anticipated that mowing services shall be provided weekly during the growing season, March through October, and every other week during the non-growing season or as needed November through March. (40 times per year)
- •<u>Trimming:</u> Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.

•Scheduling, rain, holidays:

Our services are scheduled Monday - Friday. There will be a pre-determined day that our crews will be in your location area. We will make every effort to adhere to this schedule; however, we reserve the right to change your service day in order to keep our crews running efficient routes. As a courtesy to you, we will contact you well in advance if your mow day changes. While we can assure you of the day your lawn will be serviced, we cannot guarantee our arrival time.

Communication

You're always welcome to call us, but we prefer that you contact us via e-mail. This expedites your service because we research your account before we call you. Our office is open 7 a.m. - 4:30 p.m., Monday - Friday. Our email address is clee@cthpestsolutions.com

[•] Commercial and Residential Irrigation • Maintenance • Pest Control & Fertilization • Environmental Services • Stormwater Management

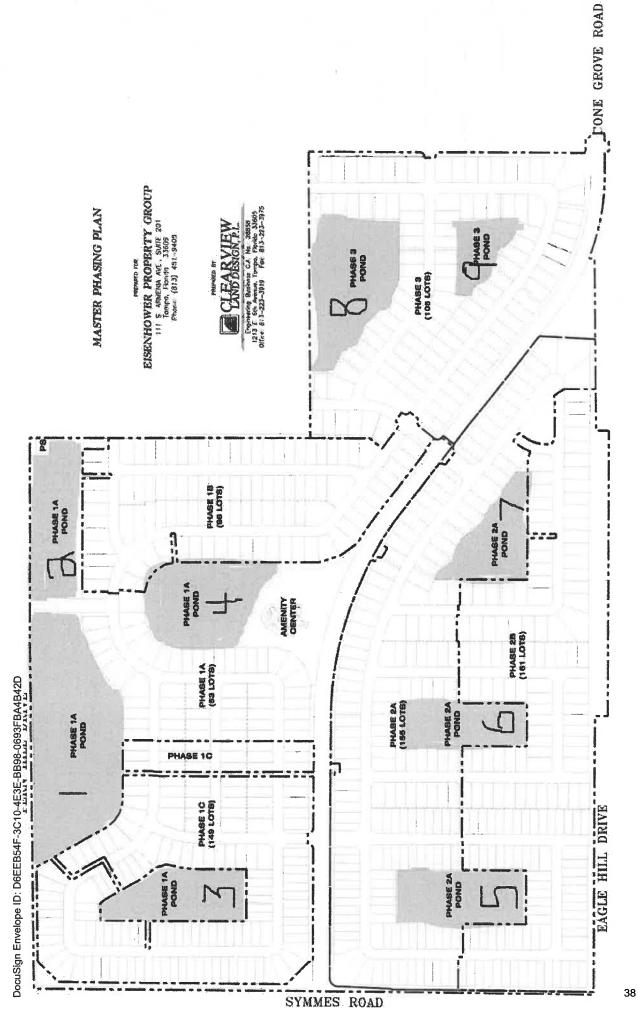
Wetland Mitigation
 Nursery Operations

•Our service guarantee

The success of our business depends on you being satisfied with our service. If you have comments, questions or are not satisfied with our service, please call or send us an e-mail with a short description of your concern. We will make the crew aware of your concerns and address it on the next visit.

We appreciate your business and look forward to servicing your needs!

EXHIBIT B



Landscape Maintenance Agreement

This Landscape Maintenance Agreement (this "Agreement"), is entered into as of July 12, 2019 between the Ventana Community Development District, a community development district organized under the laws of the State of Florida (the "District") and Tree Farm 2, Inc. d/b/aCornerstone Solutions Group, a Florida for profit corporation(the "Contractor").

Background Information:

The District owns, operates, and maintains certain landscaping within and around the District. The District desires to retain an independent contractor to provide landscape maintenance services for the District. Contractor submitted a proposaland represents that it is qualified to serve as a landscape maintenance contractor and to 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, 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 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 (the "Work") as more fully set forth in the proposal attached hereto as Exhibit A (the "Proposal").
- b. A map of the areas to be maintained is attached hereto as Exhibit B.

- c. 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.
- **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 seventy (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.
- 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 at no additional cost to the District.
- 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 twenty-four (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, this Agreement shall automatically renew for subsequent one year terms pursuant to the same price 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 sixty (60) days' written notice with or without cause. Termination notice must be sent to and received by the District by certified mail. The sixty (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 thirty (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 thirty (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 the District Manager to act as the District's representative. 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 (1) 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 fourteen (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.
- e. 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 forty-eight (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 three days and prior to submitting any invoices to the District.

10. Compensation

- a. As compensation for the Work the District agrees to pay Contractor:
 - i. for the services specified in the Proposal atthe Price Per Month of a total offive thousand two hundred fifty dollars (\$5,250.00) per month.
- 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 forty five (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 forty five (45) 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 change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

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 payments, Workmen's Compensation, Unemployment Social Security taxes. 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 three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.
- 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 five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or 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 five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.
- 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 the 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. 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.
- 16. 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.
- 17. 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.
- 18. 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.

CONTRACTOR **QUESTIONS REGARDING** THE HAS 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 AT (813)397-5120. OR BY **EMAIL** RECORDS AT debby.nussel@merituscorp.com, OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FL 33607.

- 19. 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.
- 20. 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: VentanaCommunity Development District

c/o Meritus

2005 Pan Am Circle

Suite 300

Tampa, FL 33607 Attn: District Manager

With a copy to: District Counsel

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

To Contractor: Tree Farm 2, Inc. d/b/a Cornerstone Solutions Group

14620 Bellamy Brothers Boulevard

Dade City, Florida 33525

- 21. Controlling Law. This Agreement shall be governed under the laws of the State of Florida with venue in Hillsborough County, Florida.
- 22. 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.
- 23. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

- 24. **Amendment**. This Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.
- 25. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties. In the event that the Contractor is purchased by, acquired by, or merges with another company, the new company must request the District's written consent to the company's assumption of this Agreement.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.

Tree Farm 2, Inc. d/b/a
Cornerstone Solutions Group

Docusigned by:
Suff Meister

Scoup Meister: 41

President

Ventana Community Development District

Jeff Hill

Chair of the Board of Supervisors

Exhibit "A" – Scope of Services Exhibit "B" – Maintenance Map

EXHIBIT "A"

Exterior Landscape Management Services

Service Area - Common Areas, Ponds, Cul de Sacs Price Per Month \$5,250.00 Price Per Year - \$63,000.00

Landscape Maintenance Program

- Mowing: Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean and uncluttered appearance. It is anticipated that mowing services shall be provided weekly during the growing season, March through October, and every other week during the non-growing season or as needed November through March.
- Trimming: Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.
- Edging: All turf edges of walks, curbs and driveways shall be performed every mowing (40 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
- Weeding: Weeds will be removed from all plant, tree and flower beds once a month during the non-growing season and twice a month during the growing season (18 times per year). Manual (hand pulling) and chemical (herbicides) will be used as control methods.

Miscellaneous

- Scheduling, rain, and holidays: Our services are scheduled Monday Friday. There will be a predetermined day that our crews will be in your location area. We will make every effort to adhere to this schedule; however, we reserve the right to change your service day in order to keep our crews running efficient routes. As a courtesy to you, we will contact you well in advance if your mow day changes. While we can assure you of the day your lawn will be serviced, we cannot guarantee our arrival time.
- Communication: You're always welcome to call us, but we prefer that you contact us via e-mail. This expedites your service because we research your account before we call you. Our office is open

• Our service guarantee: The success of our business depends on you being satisfied with our service. If you have comments, questions or are not satisfied with our service, please call or send us an email with a short description of your concern. We will make the crew aware of your concerns and address it on the next visit.



14620 Bellamy Brothers Boulevard Dade City, Florida 33525 P:(866) 617-2235 F:(866) 929-6998 www.CornerstoneSolutionsGroup.com

Landscape Maintenance Contract For Ventana CDD

July 12, 2019

We appreciate the opportunity to propose to you how Cornerstone Solutions Group can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of your property with your service expectations and budget considerations.

We hereby propose the following for your review:

All Inclusive Exterior Landscape Management

Service	Price Per Month	Price Per Year			
Common Areas, Ponds, Cul de Sacs	\$5,250.00	\$63,000.00			

Maintenance Services

We appreciate the opportunity to show to you how Cornerstone can help you enhance the quality of your landscape. Our team is committed to integrating the specific landscape needs of each of your properties with your service expectations and budget considerations.

Landscape Maintenance Program

- Mowing: Rotary lawn mowers will be used with sufficient horsepower to leave a neat, clean and
 uncluttered appearance. It is anticipated that mowing services shall be provided weekly during the
 growing season, March through October, and every other week during the non-growing season or as
 needed November through March.
- Trimming: Turf areas inaccessible to mowers, areas adjacent to buildings, trees, fences, etc. will be controlled by weed-eaters. When weed-eating, a continuous cutting height will be maintained to prevent scalping.
- Edging: All turf edges of walks, curbs and driveways shall be performed every mowing (40 times per year). A soft edge of all bed areas will be performed every other mowing (21 times per year). A power edger will be used for this purpose. A weed-eater may be used only in areas not accessible to power edger.
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Miscellaneous

- Scheduling, rain, and holidays: Our services are scheduled Monday Friday. There will be a predetermined day that our crews will be in your location area. We will make every effort to adhere to this schedule; however, we reserve the right to change your service day in order to keep our crews running efficient routes. As a courtesy to you, we will contact you well in advance if your mow day changes. While we can assure you of the day your lawn will be serviced, we cannot guarantee our arrival time.
- Communication: You're always welcome to call us, but we prefer that you contact us via e-mail. This expedites your service because we research your account before we call you. Our office is open 7 a.m. - 4:30 p.m., Monday - Friday. Our email address is maintenance@cornerstonesolutionsgroup.com
- Our service guarantee: The success of our business depends on you being satisfied with our service. If you have comments, questions or are not satisfied with our service, please call or send us an e-mail with a short description of your concern. We will make the crew aware of your concerns and address it on the next visit.

We appreciate your business and look forward to servicing your needs! ~The Cornerstone Team

Agreement

The contract will be in effect for an initial term of 12 months (1 year) and will remain in effect after initial term until canceled by either party (per the cancellation provision conditions listed next). This agreement may be subject to a price increase annually effective the anniversary date or as otherwise agreed upon in writing by both parties.

The goal of this contract is that upon completion of each visit to the client, the landscape appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Cornerstone Solutions Group, here after referred to as Landscaper, agrees to furnish all supervision, labor, materials, supplies and equipment to perform the work hereinabove. Landscaper may, at its sole discretion, utilize subcontractors to provide specific services under this contract. Landscaper will remain as the single and primary contact for all activities as related to this contract. Proof of insurance and necessary licensees will be provided if requested by client. Landscaper will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



14620 Bellamy Brothers Boulevard Dade City, Florida 33525 P:(866) 617-2235 F:(866) 929-6998 www.CornerstoneSolutionsGroup.com

Conditions

The contract will be in effect for an initial term of 12 months (1 year) with an effective start date of and will remain in effect after initial term until canceled by either party. This agreement may be subject to a price increase annually effective the anniversary date or as otherwise agreed upon in writing by both parties. Either party may cancel this contract by providing written notice to the other party to be delivered by certified mail. Notices received during the months of April through September shall cause an effective final date of billable service of not less than thirty (30) days after date of receipt. Notices received in any other months shall cause an effective final date of billable service of not less than ninety (90) days after the date of receipt. All notices shall be sent to the addresses indicated on this agreement.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Cornerstone Solutions Group, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event any or all of the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

In witness whereof the parties to this agreement have signed and executed it this ¹² day of

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.





Ventana Community

Development District

Landscape Maintenance Proposal

March 2020

Presented to: Gene Roberts and Debby Nussel

Meritus Corp Ventana CDD

Kyle DuBois. Business Developer. BrightView Landscape Services, Inc.

813 476 0304

Kyle.dubois@brightview.com

9713 Palm River Rd. Riverview, FL. 33619 813 621-6619 www.brightview.com



March 13, 2020

Debby Nussel, Gene Roberts

Meritus Corp

2005 Pan Am Circle. Suite 300 Tampa, FL. 33607

RE: Ventana Community Development District Landscape and Irrigation

Maintenance Proposal

Dear Debby and Gene:

Thank you for inviting BrightView to submit a landscape proposal for your new Ventana community. We have based our proposal scope and pricing on the information you provided us in your RFP and Plans as well as our visits to the property. We will also include three sections that might be of interest to the Board and residents.

- 1. Providing Pro-Active Communication to Management of present and future landscaping needs of the community.
- 2. Maintaining the "look of the community" through maintenance and improvement of your turf, plants, trees, irrigation.
- 3. Controlling the overall cost of the landscaping effort in collaboration with the Management.

Thank you for the opportunity to submit this proposal. Feel free to contact me at (813) 476-0304 or by email at kyle.dubois@brightview.com

Kyle DuBois

Kyle DuBois

Business Developer

Mark Lanteigne

Mark Lanteigne Riverview Branch Manager

Service Warranty

If selected as your landscape maintenance service provider; BrightView Landscape Services, Inc. will extend the warranty for all exterior plant material at Ventana Community Development District contingent upon a turnover walk with the landscape installer and Community Representative.

This warranty will include all new plant material installed which has been identified in good health and in acceptable plant selection for its intended "on-site" location, acceptable tolerance to geographic hardiness standards and properly irrigated. Any plant material which has been identified in writing as an exception to the previously stated criteria at the commencement of this landscape maintenance agreement will not be covered by this extended warranty.

BrightView will monitor the condition of the plant material on routine site inspections. Plant material which has declined or failed as a result of damages incurred by severe weather (lightning, freeze/frost, wind, hurricane or tornado) or infestations of borers and nematodes (which have limited means of control) will not be covered by this warranty. In the event of damages by severe weather or limited control infestations, BrightView will alert the owner's representative and will assist in all potential remedies to the problem.

It is expected BrightView will have the opportunity to service the irrigation system and subsequent programming, it is expected that the owner provide the necessary amount of water for optimum plant growth. Failure to provide the proper amount of water to the plant material on the property will summarily terminate the extended warranty until such correction can be initiated. Once completed, the plantings will be re-evaluated for extended warranty consideration. Additionally, sanctioned water restrictions that do not permit adequate watering of the landscape will nullify the extended warranty until such restrictions have been terminated and the plantings re-evaluated.

The exceptions to this extended warranty are intended to solely exclude those circumstances which prohibit BrightView from maintaining good plant health due to no fault of its own.



1. Maintaining the "Look of the Community" through Maintenance and Improvement of Your Turf, Plants, Tress, and Irrigation.

Weekly Maintenance Program Plan

Our weekly maintenance plan is based on your Scope of Work provided as well as our 80 year history of servicing high-end communities and **32 years in the Tampa Bay area**. Our goal is to continually provide a noticeable difference between our services and other landscape contractors. **We can service all of Ventanas' needs in-house** with all associates being specialists in their particular trade. **No services are subcontracted out**. Below we have highlighted additional info on our weekly service plan.

Mowing Program Highlights

- You will have a specific 4 person Team on property one full day each week to perform all the mowing, edging, stringtrimming, and blowing.
- Your Ventana Team will be the same crew every week. This creates accountability and a sense of pride for team members.
- Your Team will service all your turf areas one day each week using various mowing patterns to prevent ruts in the turf over time.



- Our model is to schedule crews Monday Thursday. This way we can adjust the weekly
 mow schedule if we encounter rain or a planned community special event. You will
 never be "skipped."
- If during rainy season, turf is too wet to mow, team will still be on property, removing fallen debris, policing community or focusing on pocket pruning highly frequented areas.



Pruning Program Highlights



- Your 4 person Detail Crew will service entire property completely each month.
- A monthly detail and pruning map schedule will be provided to Management monthly
- Our program gives us the ability to adjust the monthly prune schedule if we encounter rain, an emergency or a schedule adjustment based around a community planned special event.
- Our schedule will guarantee we maintain and minimize the variance of "long and short" shrub pruning every month on all shrub and ground cover beds. The appearance of all shrubs throughout Ventana will look more "uniformly pruned" over the course of every month.



- Winter: Cut back shrubs needing severe thinning, limb up trees.
- **Spring:** Apply pre and post emergent weed prevention chemically to all areas and fertilize. Hard cutbacks for selective plants.
- **Summer:** Regular inspections to address plant growth, weeds, and overall plant health,
- **Fall**: Fertilize at proper rates, monitor irrigation cut backs and apply pre-emergent weed control from winter weed.



Agronomic Programs: Turf, Shrubs and Ground Cover Highlights

Green Industry "Best Management Practices"

- The GI-BMPs are a science-based educational program for Green Industry workers (landscape maintenance professionals), brought to you by **UF-IFAS Florida-Friendly Landscaping™ program**. The GI-BMPs teach environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters.
- We will provide a calendar of services monthly. This will allow your residents to prepare for blanket chemical services and fertilizer applications.
- We will have one spray technician and one round-up weed-control technician on property monthly.

t	Application Dates	Type	Maintenance Description (unit of measure)
1	Feb to Mar	G	Fertilization with Preemergence (Standard)
2	April 15 - May 30	G	Fertilization (Standard)
3	May to June	L	Chinchbug Control
4	October	G	Fertilization (Standard)
Iterna	te Product Options		
5	optional	G	Maintenance Fertilization
6	optional	G	Fertilizer with Enhanced Slow Release
7	as needed	G	Fertilizer with Chinchbug Control
8	as needed	G	Startup/Rescue Fertilization
9	as needed	G	Phosphorus Deficient Soils Fertilization
M and	Misc Applications		
Α	As needed	L	Chinchbug Control - Spot Treatment
В	Dec/Jan	L	Winter broadleaf weed control
С	Feb to Sept	L	Summer Weed control of broadleaf weeds.
			Add Lontrel on non-residential accounts
D	As needed	L	Broadleaf weed control all seasons
E	As needed	L	Sedge and Kyllinga control all seasons
F	As needed	G	Brown Patch
G	As needed	L	Take-All Root Rot

Tri	Application Dates	Type	Maintenance Description (unit of measure)	Material				
-	February	G	Fertilization with Pre-M	25-0-12 100% Polyon ST				
2	October	G	Fertilization with Pre-M	25-0-12 100% Polyon ST				
A.	As needed	L	Broadleaf Weed Control	Speedzone Southern (fl oz)				
В	Late may	L	Mole cricket control as quoted	TopChoice				

Ornamental Program

Trt	Application Dates	Туре	Maintenance Description (unit of measure)	Material Description
1	April/May	G	Fertilization of Ornamental Beds	25-0-12 100% Polyon ST
2	Nov/Dec	G	Fertilization of Ornamental Beds	25-0-12 100% Polyon ST
Altern	ate Product Options			
4	As needed	G	Fertilization with Preemergence Weed Control May be substituted for apps 1 or 2	24-0-11 100% Polyon ST + 0.45% Barricade
4 As needed		G	Fertilization of High Value Palms Apply up to 4 times per year on problematic palms. Do not apply in rings; can be substituted for entire bed fertilization.	8-2-12 Palm Special Polyon 43-0-0 65% Polyon 0-0-56



Monthly Irrigation Service Highlights

- An Initial Irrigation Audit of entire property to be performed within first 60 days.
 This includes checking Valves, Zones, Lateral Line breaks, adequate water coverage and broken heads throughout entire community and provide a detailed report of findings, priorities and suggested updates or repairs.
- You will have a full-time Irrigation Technician on property monthly.
- Every Irrigation clock will be checked thoroughly by your Irrigation Technician.
- A report will be provided to management monthly.
- Any irrigation heads damaged will be repaired immediately. Any other problems will be reported immediately to management.



- The monthly irrigation check will assure us that every zone is fully operational, and that the water coverage is adequate to keep a healthy and lush landscape.
- The best preventative maintenance program is the one that consistently checks the system, keeps it up and running properly, and repairs any issues in timely manner.









Tree and Palm Maintenance Program Highlights

You can count on us to preserve your trees, enhance their appearance, increase their production, improve safety and reduce liability. Our ISA Certified Arborists offer a comprehensive set of services and will be available to you for everything you may need to keep your trees healthy and beautiful.

Tree Care services include:

- Tree pruning
- Soil and tissue analysis
- Cabling and bracing
- Emergency storm clearance
- Tree removal and stump grinding
- Inventory and management plans
- Insect and disease control
- Nutrient management
- Fertilization
- Transplant and relocation
- Nuisance fruit production control
- Hazard evaluation and management



The pruning of trees and palms assures the natural character which reduces potential hazards and insures stability in your urban tree canopy. Hardwood Trees can be pruned at various times of the year but our ISA Certified Arborist recommends a winter and summer management program.

- Winter- Hardwood elevation and deadwood removal if necessary
- Spring- (April-May) Pruning of all Palms to remove brown fronds and seed stalks.
- Summer- Maintenance Pruning of Hardwoods to remove excess foliage, building, security, vehicle and pedestrian clearance issues.
- Fall-(September-October) Pruning of all Palms to remove brown fronds and seed stalks (Optional if needed)





Annual Installation and Maintenance Program Highlights

Color plantings are usually the most intensively managed element of a landscape.



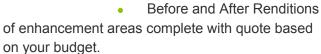
- Provides an individual identity to the property
- Attracts the attention of tenants, residents, employees, guests and the general public
- Complements a well-maintained landscape
- Creates a pleasing atmosphere
- Makes an eye-catching statement about the property
- Adds value to the property

BrightView Landscape Design Team

Tyler Drew, Design Manager.



- 10 Years with BrightView Landscape Services
- Assists Boards and Property Managers with Project budgeting and planning for Landscape, Hardscape, Lightning and Irrigation Design.
- 3D Rendering of enhancement areas.











After Rendition



2. Providing Pro-Active Communication to Management of Current and Future Landscaping Needs of Community.

BrightView implores multiple proactive communication tools to our customers. Staying in constant communication with Management is the only way to guarantee a successful partnership. It all starts with your Single-Point-of-Contact Account Manager:

Ventana's Account Manager: Greg Funk

- 5 Years with BrightView Landscapes
- 8 years in commercial landscaping industry.



- Greg will be responsible for the management and local supervision of your landscape teams.
- He is your Single-Point-of-Contact Manager for Ventana whether it be irrigation, fertilization, daily mowing and detail crews or scheduling annuals, mulch or tree work.
- On Property weekly.
- Oversees crews on daily production and meeting our client's needs and wants.
- Licensed Commercial Fertilizer Applicator
- State of Florida Green Industries Best Management Practices Certified
- Greg Lives in Riverview and is very familiar with the expectations of the area.







Riverview Branch Manager: Mark Lanteigne

- 38 Years with BrightView Landscapes
- 30 Years in the Tampa Market







- 40 Years in Commercial Landscaping Industry
- Mark will be Greg's backup in the case Greg is unavailable.
- Oversees all operations within the branch including customer service, labor, equipment, safety and all administrative functions.
- State of Florida Green Industries Best Management Practices Certified.
- State of Florida Pest Control Spray License.
- BA in Agriculture at the University of Rhode Island.

Mark lives in the Riverview area and has been with the Brandon BrightView Branch for 30 years. Mark specializes in high-end community landscape maintenance.

Ventana Service Team Breakdown

TEAM MEMBER	TITLE	RESPONSIBILITIES
Greg Funk Mark Lanteigne	Account Manager Branch Manager	 Accountable for your complete satisfaction Maintains schedule Ensures compliance to job specs and quality Manages crews Interfaces with on-site contact
Raphael Christopher	Production Manager/Crew Leader	 Schedules workload for crew Ensures readiness of workers, tools and material Maintains safe working conditions Trains field personnel Assists with large pruning jobs, chemical applications Identifies areas that need attention
John Miles	Irrigation Technician	Conducts monthly irrigation inspectionsAdjusts, repairs and troubleshoots problems
Jose Shears Santiago Pugu	Pest Control Specialist	 Applies insecticides, herbicides, fungicides and other chemicals, safely and in accordance with industry standards
5 Person Weekly Team	Gardeners	 Operate mowers and small handle-held machines Daily clean-up Responsible for pruning, trimming and detail of property



Weekly Pro-Active Communication from Your Account Manager

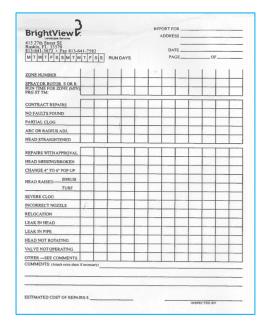


Weekly Reports Provided to Management

- Your Single-Point-of-Contact Account Manager, Greg, will email you a simple, yet effective, reporting tool to communicate on weekly and daily services.
- This Report can be used to recap the weekly services completed, upcoming services, priority issue updates or status of requested services.

Monthly Irrigation Reports Provided

Greg will also provide Management with Irrigation Inspection Reports as part of our proactive communication approach. This report informs you your irrigation system is functioning properly and efficiently or if any issues were found and addressed.

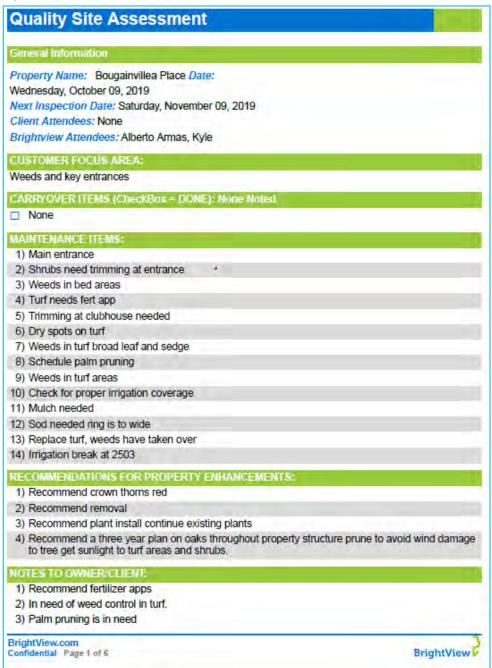


- Any Irrigations Emergencies will be immediately reported to management and the Board.
- Any irrigation heads damaged will be repaired immediately. Any other problems will be reported immediately to management.
- The monthly irrigation check will assure us that every zone is fully operational, and that the coverage is adequate to keep a healthy and lush landscape.
- The best preventative maintenance program is the one that consistently checks the system, keeps it up and running properly, and repairs any issues in timely manner.



Quarterly Quality Site Assessment with Management

- This quarterly Report is completed by your Account Manager and Ventana Management who would like to attend.
- This is a thorough walk-through of the entire property. Your Account Manager will take
 pictures of current or upcoming maintenance issues, scheduled services and solution
 plans.



Quality Site Assessment Pictures to Accompany Notes



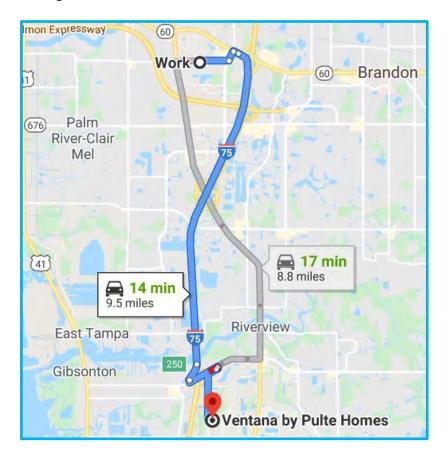






Your Riverview Branch

BrightView's branch structure allows our teams to be small, responsive and geographically close to your community. Behind all branches are major regions and markets which provide extensive resources in all areas including horticulture, management, equipment, leadership, ongoing training, education, human resources and financial management.



- Our Apollo Riverview Branch is near Top Golf. This Branch will be the dispatch location for the service team engaged with your Ventana community.
- Our branch is 9 miles from your community and 15 minutes away.
- Our Riverview Branch was established in 1990. This branch currently services many of your neighbors including:
 - Southshore Bay- Hidden Creek CDD (Metro Lagoon Community)
 - Waterleaf CDD
 - Lucaya Lake Club- CDD, HOA, Townhomes



3. Control Overall Costs of Landscaping in Collaboration with Management.

Budgeting now means less worry later.

When it comes to a cost effective landscape plan there are four key things you can control to budget for your property.

1. Have a Vision for Your Landscape.

Identify your basic maintenance requirements as well as what you might want to consider for repairs, upgrades and possible enhancements. BrightView has in-house, agronomic-focused Design Team who can quickly provide Florida Friendly plant designs which insures longer lasting plant material with a strong emphasis on your water management. These designs have proven to immediately save you money on irrigation and long-term plant replacement.





Before and Proposed 3D Rendering of Installing Perennial Color with Accents and Florida Friendly Annual flowers

2. Focus on Key Areas to Improve Value While Reducing Costs.

Your property can benefit from cost-effective recommendations such as reducing water use, recycling green waste and converting certain turf areas to shrubs and sustainable ground cover.

3. Save with Smart Irrigation Technology.

Our water management experts can perform a water analysis to identify areas of avoidable water waste on your property and make recommendations for upgrades to smarter technology. In many cases, the water savings pay for upgrade in the first 6 months and after that, your bottom line just keeps looking better.



4. Estimate the Possibilities

Your Goals and Needs can be mapped out on a worksheet so you'll have customized budget estimates with plans for 1, 2 and 3 year goals as well as longer horizons.

Your BrightView Team and you can plan your goals and future needs together with our Customer Budget Worksheet.

Customer Budget Worksheet BrightView Landscape Services													
Date:									Client N	ame:			
Branch Name & No.:									Job Name:				
Account Manager:	-				Job Number:								
ITEM	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	ОСТ	NOV	DEC	TOTAL
Exterior Monthy Contract													
Tree Pruning & Maintenance													
Interior Monthly Maint. Contract.													
Seasonal Color Rotation													
Irrigation Systems Repairs													
Landscape Improvements													
Mulch													
Other													
Other													
Other													
Monthly Contract Totals													
Projected "Extra" Expenses													
Grand Total													
Comments:													

References in Your Area with BrightView



- Paul Cusmano, District Manager
- 813-418-2473
- pcusmano@metro.com

Southshore Bay- Hidden Creek CDD

- (Metro Lagoon Community)
- Riverview, FL.
- Client Since 2018
- <u>Services Include:</u> Landscape and Irrigation Installation and Maintenance, Landscape Enhancement



Lucaya Lake Club CDD and HOA

- Riverview, FL.
- Client Since 2019
- <u>Services Include:</u> Landscape and Irrigation Maintenance, Landscape Enhancements
- Debby Nussel, CAM
- 813-873-7300 Ext. 324
- Debby.nussel@merituscorp.com

References Continued



Landings at Alafia Townhomes

- Riverview, FL.
- Client Since 2017
- <u>Services Include</u>: Landscape and Irrigation Maintenance, Landscape Design. Landscape Enhancement.
- Bethany Ferguson, CAM
- 863-940-2863
- B.ferguson@hcmanagement.org



Waterleaf CDD

- Riverview, FL.
- Client Since 2015
- <u>Services Include</u>: Landscape and Irrigation Installation and Maintenance, Landscape Design, Landscape Enhancement.
- Paul Cusmano, District Manager
- 813-418-2473
- pcumano@metro.com

University of Florida- IFAS. Gulf Coast Research and Education Center



• 14625 Co Rd 672, Wimauma, FL 33598

Pricing Breakdown

Ventana CDD	Frequency	Monthly	Yearly
Turf Maintenance * Maintenance Specifications from RFP		\$9,849.67	\$118,196.00
* Turf Mowing- St Augustine	42		
* Turf Mowing Bahia	32		
* Turf Weed Control			
Detail and Pruning Maintenance	12		Included
* Pruning Specifications from RFP			
Agronomic Plan		\$1,384.00	\$16,608.00
* Turf Fertilization- St Augustine	4-5		
* Turf Fertilization- Bahia	2-4		
 * Turf Insect and Plant Material Control 			
 * Turf and Plant Material Disease Control 			
 Shrub and Ground Cover Fertilization 			
Irrigation Management	12	\$1,025.00	\$12,300.00
* Initial Irrigation Inspection of Entire Property	1	, ,	
* Water, Irrigation and Sprinklers from RFP			
Landscape Maintenance Contract Total	,	12,258.67	\$147,104.00
	Annual		
	Frequency	Monthly	Yearly
Annuals	4	\$642.50	\$7,710.00
* \$1.75/ 4" Unit			
* Soil Installation Included			
Mulch Installation		\$1,500.00	\$18,000.00

* 181 Washingtonias Palms

* 400 Cu Yds @ \$45.00/ Cu Yd.

* 9 Medjool Palms

Palm Pruning



1

\$414.58

\$4,975.00

Licenses and Certificates





Florida Agricultural Dealer License Buyer Card Issued to: JOHN CORNELIUS Buyer for: BRIGHTVIEW LANDSCAPE SERVICES, INC. License #: 70333 Effective Date: 4/11/2017 Bond Amount: \$100000





DETAILED SPECIFICATIONS

SCOPE OF WORK - The contractor shall furnish all labor, materials, supervision, equipment, supplies, tools, services, and all other necessary incidentals required to perform complete maintenance of landscaped areas as detailed below.

All work shall be performed between the hours of 7:30 A.M. and 6:00 P.M. Monday through Friday, and with the consent of the CDD Manager between 9:00 A.M. and 4:00 P.M. on Saturday, for emergency services only.

Each bidder shall submit one bid encompassing all proposal areas.

MAINTENANCE SPECIFICATIONS

1. Turf

The Contractor should be aware that "Proper fertilization is very important for sustaining a healthy lawn. Fertilization and other cultural practices influence the overall health and quality of the lawn and reduce its vulnerability to numerous stresses, including weeds, insects, and disease. It is very important that anyone fertilizing their lawn be familiar with and follows the Florida-Friendly Landscaping™ Best Management Practices (FFL BMPs). These practices are designed to maintain healthy lawns and reduce any potential nonpoint source pollution of water resources that might result from lawn and landscape fertilization and other cultural practices. There are now state and local regulations that cover lawn fertilization, so be aware of city and county guidelines and always follow the directions on the fertilizer bag. For more information on BMPs, please refer to ENH979, Homeowner Best Management Practices for the Home Lawn (http://edis.ifas.ufl.edu/ep236)."

We recommend that "A soil test should be done to determine what nutrients are available to the lawn and what the soil pH is. The local Extension office has instructions and supplies for taking soil samples and submitting them to the Extension Soil Testing Laboratory for analysis. In particular, phosphorus levels are best determined by soil testing. Since many Florida soils are high in phosphorus, it is often not necessary to add phosphorus to a lawn once it is established."

"Florida Rule (5E-1.003) mandates that fertilizer application rates cannot exceed 1 pound of nitrogen per 1000 square feet for any application. Based on the percentage of nitrogen that is in a slowly available or slow-release form in a fertilizer, UF recommendations call for applying a ½ pound (water-soluble nitrogen source) to 1 pound (slow-release nitrogen source) of nitrogen per 1000 square feet of turf grass. For information on determining how much fertilizer this equals, please refer to ENH962, Figuring out Fertilizer for the Home Lawn (http://edis.ifas.ufl.edu/ep221)."



2. Turf Mowing

"Argentine" Bahia grass will be mowed 32 times per year, and <u>Stenotaphrum secundatum</u>, variety "Floratam" St. Augustine grass to be mowed 42 times per year. Zoysia 42 times per year.

Mowing height shall be maintained at 3 to 4 inches on Bahia grasses and 3 ½ inches on St. Augustine grasses, in all areas of improved landscape. Bermuda and Zoysia at Best Management Practices.

- A. The contractor shall use rotary mowers with sharp blades, which are correctly balanced. Dull blades shall be changed at midday per cut.
- B. Floratam and Bahia grasses shall be mowed according to the mowing schedule described above.
- C. Grass clippings are to be collected during the mowing operation and removed from the areas mowed. Mulching type mowers are acceptable. However, clippings that are visible 24 hours after mowing are to be removed from turf areas.
- D. Streets, curbs, sidewalks, bike paths, plant beds, lakes, and borders shall be maintained free of grass clippings and other debris. These will be inspected on a weekly basis.
- E. Where possible, trees shall not have turf more than one foot (1' *) inside of the "drip line", but shall be kept edged accordingly.
- F. The contractor will cut and maintain along District fence lines.

3. Turf and Bed Edging

- A. Mechanical edging of all turf grass areas next to curbs, streets, sidewalks, bike paths, beds, lakes and borders shall be done at least every mowing to prevent grass encroachment. All plant beds and obstacles are to be edged every other week throughout the year. All areas that are inaccessible with a mower are to be string trimmed at each mowing i.e., lake banks, signs etc. Due care shall be used to prevent chipping or damaging hardscape, curbs, (sidewalks etc.). Contractor shall ensure that all wall posts, columns, signs, valve boxes, transformers, utility boxes, fences, and other above ground appurtenances shall be trimmed in conjunction with the other mowing; edging schedule. Trimming shall not damage any trees, shrubs, or groundcover or sprinklers, or drip irrigation.
- B. Chemical edging shall not be permitted unless written approval is secured in advance, from the district project representative.
- C. Dirt, trash, and debris resulting from edging operations shall be removed and all areas shall be left in a clean condition before the end of the working day. Chemical treatment of curb road joints is permitted providing "drift damage" does not occur.



4. Turf Fertilization

The following fertilization schedule shall be generally followed; Contractor to obtain a soil test samples prior to start of this contract. Samples shall be taken using the kit from the local extension office, following their instructions. Contractor shall sample from 4-5 distinctive areas representing the various sod installed for this project. Contractor to mark up a map of his sampling locations. Contractor to submit these 4-5 soil samples to the laboratory for testing for fertilizer recommendations prior to each season. Results of test, map and recommendations of the Local Soil Extension Office shall be immediately provided to the Owner/ CDD with his estimate of cost, prior to proceeding with this work. Written direction shall be provided to the Contractor by the Owner/ CDD upon his submittal:

A. All St. Augustine 'Floratam' sodded areas shall be fertilized 4 -5 times year with 16-4-8 or 12-2-12 with minor elements with a slow release of the nitrogen @ 2-5 lbs. per 1000 square feet. Apply this rate and type; only if results from soil test noted above do not conflict. Note; Contractor shall apply fertilizer from only early April to fall. As directed at the beginning of the contract, the contractor shall provide preventative bug infestation. In late April and again in August contractor shall apply a blanket insect application. Insect spot treatments may be required between these two blanket preventative applications and should consist of products with a different chemical makeup such as Sevin, Arena etc. in order to curb chinch bug resistance. Fertilizer to be complete and include nitrogen, phosphorus, and potassium in the greatest amount, and calcium, magnesium and sulfur in smaller amounts. The Micronutrients shall include Iron, manganese, zinc, copper, chlorine, molybdenum, and boron in very small amounts but are essential. The contractor shall submit his proposed fertilizer label to the resident project representative for approval prior to application. No changes or substitutions will be permitted unless approval of the resident project representative is secured. Note if leaf yellowing may indicate two different deficiencies. Use foliar iron fertilizers such as iron sulfate or chealated iron solutions, to help cure iron deficiencies. And use nitrogen fertilizers applied according to BMP's cure nitrogen deficiencies.

B. 'Argentine' Bahia fertilization fertilized 2-4 times per year from Spring to Fall, with a slow release fertilizer plus micronutrients at 2-4 lbs. per 1000 square feet. The first application should be in April. Apply this rate and type, only if results from soil test noted above do not conflict. Note: contractor shall only apply fertilizer from Early April to fall. Bermuda to be fertilized monthly during the growing season with product to be determined by contractor and district. Bahia Grass is susceptible to iron deficiency in high –pH (>7.0) soils, which may result in yellowing. This can be resolved with an iron source. Ferrous sulfate should be applied at the rate of 2 ounces in 3-5 gallons of water per 1000 square feet.

C. At times environmental conditions may require additional applications of nutrients, augmenting the above fertilization programs to see 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 district resident project representative when these additional applications are needed and being executed.

- D. Fertilizers containing iron shall be removed from curbs, roads, walks, and driveways to avoid staining before the sprinklers are activated after application of the fertilizer.
- E. The complete fertilizers specified shall consist of a time release nature to encourage best management practices for the protection of water resources.
- F. The method of application of fertilizer shall be the responsibility of the contractor. If any turf is badly damaged or killed by excessive fertilizer, it shall be replaced by the contractor at no additional expense. No drift shall occur near water bodies; lakes, ponds, wetlands, or other sensitive material.

5. Turf Weed Control

- A. Annual grassy weeds shall be controlled by pre- emergence herbicides applied before weed germination begins, prior to February 15. Prior to application, contractor must provide a list of chemicals to be used for weed control, to the district representative for review and approval. Application times shall be appropriate to seed germination, which depends upon whether the grasses are summer annuals, or winter annuals. Application should only be done when there is adequate soil moisture, air temperature is between 60 -85 degrees Fahrenheit, and the turf is not suffering from water or mowing stress.
- B. Annual grasses, annual broadleaf weeds, perennial broadleaf weeds and sedges may be treated in St. Augustine turf with <u>post-emergent</u> herbicides, which shall be applied in May. Prior to application, contractor must provide a list of chemicals to be used to the district representative for review and approval
- C. The chemicals applied must be safe to use on the type turf within the project indicated within Exhibit "A" when used in the correct way on mature, healthy turf at the correct dose as specified by the manufacturer.
- D. No spraying for weeds in either type of turf may be done when there is any danger of winds causing a spray drift into surrounding plants.
- E. The only approved herbicide to be used to control selected species of sedge must be previously approved by the district representative.
- F. Mowing intervals set forth in "Mowing" section 1.b may be relaxed during herbicidal treatment periods, with written approval of the resident project representative.
- G. If district turf is contiguous to grasses of another variety, care shall be taken by the contractor to avoid injury to such turf. If the area contiguous to Floratam is Bahia, do not spray it with Atrazine.
- H. Weed control elsewhere than in turf, the contractor shall keep all planted areas free of weeds at all times. This includes the bases of trees and shrubs, beds, and borders. In general, weeds shall be



removed by hand from these areas. Chemicals, which may cause plant injury, decline or death, shall not be used. Granular Balan and Ronstar under some circumstances may be used for pre-emergent control after weeds have been removed by hand.

- I. Mechanical treatment may be necessary if and when directed by District project representative.
- J. It is recommended that the Contractor check with the local Extension office for positive identification of weeds and exact herbicide recommendations, to prevent damage to turf areas or root systems.

6. Turf Insect and Plant Material Pest Control

A. The contractor shall submit his annual insect and pest control program designed to prevent damage to Bahia sod, St. Augustine sod, Shrubs, Trees, and Groundcovers with his bid for this work. The Contractor shall submit the certificate for the individual who will be applying this program, and he/ she shall be a State certified pest control individual, capable of using the proposed chemicals. This work shall be done on an "as needed" basis or whenever requested by the resident project representative for the district.

B. For the St. Augustine Sod – The Contractor shall pay particular attention to damage by in the early spring, such as mole crickets, sod web worms, and chinch bugs etc. and in late August and September for nematodes, all of which will require that control programs be initiated promptly. Other restricted chemicals may be used only by a certified pest control operator. Contractor shall identify the source of the problem before treating the area. Several factors can decrease the quality of a lawn, i.e. traffic, excessive shade, compacted soils, over-or under watering, improper mowing, traffic, and high or low ph. The local extension office can verify an insect if unknown.

Infestations by other insects and pests shall be controlled by chemicals approved by the project representative prior to their use. Amdro or Top Choice is approved, and the contractor shall use this on fire ants as per manufacturer's instructions. Talstar, Permatrol and Sevin 80% WP and any other chemical deemed appropriate shall be used when needed on other species - as required by State law, all chemical applicators are required to read the labels of chemicals for specific information regarding the rates, approved uses and target treatment efficacy. The earwig should not be sprayed, if possible, as it is a useful predator of lawn caterpillars. There are many chemical controls available. The resident project representative can advise the contractor on approved formulations and the safe rates of their applications, if requested.

C. For all Trees, Shrubs and Groundcovers/ Ornamental Grasses - When insects such as white files, scales, stinging caterpillars, hornworms, mealy bugs, spittlebugs, beetles, grasshoppers, katydids, leaf minors, leaf rollers, borers or others are detected and are reaching damaging levels on landscape plants, the contractor shall apply the appropriate control measures. These may be general-purpose sprays or systemic insecticides and their selection shall be related to the way they damage plants. The chemical selected shall control the target pest and be safe to use on the host plant. It is not necessary always to spray to control insect or mite populations. Whenever possible



use a mechanical control method, biological controls or other non-chemical methods. The number of sprays per year needed cannot be predicted. The contractor must provide for a reasonable allowance in the bid, however, to plan for insect control. Some plants will require repeated sprays to control scale or caterpillars. The contractor shall plan for a minimum of two sprays for all plants as an average.

7. Turf and Plant Material Disease control

- A. Since diseases are easier to prevent than control, the contractor may need to apply at least three sprays per year to St. Augustine turf known to be susceptible to the most common disease such as; Brown Patch, Dollar Spot, Gray Leaf Spot, Ruse and Helmenthosporium of St. Augustine. Fungicide approved by the project representative shall be used by the contractor. Contractor will inspect weekly for turf grass disease and shall spray on an "as needed" basis. Project representative is to be informed on all activities or problems.
- B. Tree and shrub fungicides shall be applied to assist in prevention of diseases on susceptible species. In some cases, sprays or injections will be applied to combat other living agents such as bacteria, viruses, micro plasmas, algae, nematodes, or viroids. The best method of control shall be used by the contractor for the given situation. The most important consideration when combating disease is to have the spray on the plant before infection takes place; most fungicides are protectants not eradicants.
- C. Diseases which commonly attack plants include: Botrytis Blight, Bacterial Wilt, Brown Gall, Mushroom Root Rot, Powdery Mildews, Pythium Root Rots, Thizonctonia Stem Rot, Sclerotonea Rot, and Southern Wilt. The contractor shall apply products such as Pentathalon, Clearys 3336, Dithane WP, or copper sulfate on an "as needed" basis.
- D. If diseases are diagnosed which have no known method of control, the project representative shall be notified promptly. If the disease is confirmed, the plant shall be removed and destroyed off site. In some cases, the contractor shall remove infected soil and replace with new soil before replacing the diseased plant.
- E. Other chemicals to control or prevent disease may be used on selected plants.
- F. The contractor shall assume full responsibility for spray damage to plants. The site applicator shall be properly trained and licensed for commercial spraying. A photocopy of FDAC spray license with associated categories shall be attached. Diseases of Sabal palms include leaf scab, Phytophtora Bud Rot, Black Mildew, and Manganese deficiency. The contractor shall take prompt action to control these conditions either by spraying with appropriate chemicals such as Copper sulfate, Medallion, Topsin Tru Ban, or in the case of Manganese deficiency either by applying Manganese to the soil or applying it as a one percent foliar spray.
- G. Contractor to provide recommendations for issues such as dying or dead plants.



8. Plant Material; Trees, Palms, Shrubs, Groundcovers, Ornamental Grasses, Vines and Annuals Fertilization

- A. The contractor shall fertilize all trees, palms, shrubs, ground covers and annuals to maintain them in a healthy growing condition, free from symptoms of nutritional deficiency or undesirable appearance.
- B. The number of fertilizer applications per year for shrubs, trees, and palms will normally be every four months, but annuals may require more applications as noted below.
- C. A complete fertilizer such as Osmocote or approved equal 14-14-14 or 19-6-12 with micro nutrients shall be applied every four months.
- D. Landscape Trees and Plantings shall be fertilized as follows:

Annuals - Apply 1 lb. Per 25 square feet of 14-12-14 analysis slow release four times a year or as needed and follow at two-week intervals with the application of 20-20-20 liquid fertilizer, at rates directed by the manufacturer.

Shrubs and Ground Covers - Application rate shall depend upon size of plant material. Refer to manufacturer's recommendations.

Medium Shrubs - Application rate shall depend upon size of plant material. Refer to manufacturer's recommendations.

Large Shrubs - Application rate shall depend upon size of plant material. Refer to manufacturer's recommendations.

Distribution - The fertilizer shall be well scattered in an area from halfway between the stem and the drip line of the circumference. The fertilizer shall be distributed as evenly as possible by hand or by special mechanical applicator.

The contractor shall apply fertilizers to plants, which are turgid and shall water-in the fertilizer promptly and thoroughly after application the same day.

Fertilizer, which lands on leaves, shall be shaken off or hosed off leaves.

Palms-: Contractor to use a Palm fertilizer having an analysis (=the three numbers on all fertilizer labels which refer to their N-P2O5-K2O content) of 8N-2P2O5-12K2O +4Mg with micronutrients can correct mild to moderate deficiencies and prevent their recurrence in most soil types in south and central Florida. The 8N-2P2O5-12K2O+4Mg with micronutrients maintenance fertilizer blend described above should release nutrients for up to three months, and thus a three-month



application interval is recommended. The suggested application rate for south Florida landscapes is 1.5 lbs. of the 8N-2P2O5-12K2O+4Mg with micronutrients fertilizer (not N) per 100 sq. ft. of palm canopy area, bed area, or landscape area. This rate can be lowered for Central Florida to 1.0 lbs. Mechanically or by hand, spread around the root zone, under the canopy. Do not inject or provide holes for this application.

Trees - Apply 2 lbs. of nitrogen per 1000 square feet of planting bed where trees are located. Only newly installed trees shall be fertilized as instructed by Landscape Architect/ written specifications.

E. Not less than seventy-two (72) hours prior to the application or placement of any fertilizer, the contractor shall notify the project representative of the time and date that the contractor will apply fertilizers. Failure on the part of the contractor to notify the resident project representative shall result in the contractor forfeiting any and all right to payment for the applications made without notification.

9. Pruning

- A. All pruning shall be performed according to the National Arborist Standards and Guidelines. Pruning shall be done as required to maintain the "natural shape" and characteristics of the particular tree or plant species. The resident project representative shall be made aware of all pruning activities, prior to start of work. Oaks, maples, hickory, olive, etc. shall be pruned in the dormant season only, i.e. late fall, early winter.
- B. Pruning shall also include removal of trees, palms, shrubs, or ground covers that are dead, broken or diseased. When diseased plant materials are recommended to be removed, a photograph and removal shall be documented to the CDD in advance. Trees to be considered for removal due to disease, death, or broken, shall be first inspected by a certified arborist and a report provided with his recommendations shall be submitted to the CDD for their approval of this work. All Pruning shall be done under the supervision of a Certified Arborist. As trees and palms are removed, contractor to provide a proposal for the replacement of this material in accordance to the newly adopted master landscape plan. Please note Washington Palms will not be replaced with same. All new material shall meet Florida Grades and Standards for Nursery Grown Plants, latest edition. Installation of this material shall be done in accordance with standard nursery practices. Note, that all tree staking and guying, water ring, backfill, 3" layer of pine bark mulch, and watering for 3-month establishment, shall be included in price.
- C. Pruning shall include the removal of inward growing branches, water suckers and crossing or rubbing branches (inclusion) and co-dominant leaders. Never remove more than 25% of foliage, for trees 8-13 years old. The crossing of branches or those facing inward will generally be selected for removal. Where two branches are growing immediately above and below one another typically, the lower branch shall remove. Do not remove low, vigorous branches. Do not trim the leader, but you can remove competing leaders. Follow National Arborist Standards for all of this work.



D. Major pruning shall be done by the contractor under the supervision of a Certified Arborist, to maintain the natural shape of the individual plant species and/or to renew the vigor of the particular plant species on the following schedule:

Maintain a live canopy ratio of greater than 60%. Prune all trees in January, in accordance with pruning standards for shade trees as referred to Fine and Standard Pruning manual. Located at the County Extension Office. Trees to be limbed up to 12' clearance at all times.

For Palm pruning; remove dead, yellow and low hanging fronds. If hazardous blooms or fruit occurs this can be removed as well. Do not remove or damage the terminal bud of a palm.

All evergreen ornamental grasses i.e., (Fountain Grass, Fakahatchee Grass, Muhly Grass, etc. shall be trimmed in late fall or early spring,) to remove the tips only. For the deciduous grasses, like spartina, the contractor can prune this by greater than one half its sizes.

Follow the completion of the ornamental grass pruning with pruning of such species as the viburnum, Philodendron, Ligustrum, Jasmine and other non-flowering shrub species. As soon as the major flowering species has been completed its bloom, in late spring, any necessary required pruning should occur. Note: No heading of shrubs shall be done.

Shearing of hedges shall be done after they bloom, since more frequent pruning reduces their blooms.

Palms and related plant types shall be pruned one time per year. Periodic pruning may be necessary for unsightly fronds. Pruning shall require the removal of all dead fronds as close to the trunk. If more than ½ of the frond is brown, then remove the frond. Also, remove them, when they are largely brown on the tips or when the fronds are infested with the leaf scarified. Dead and live inflorescence shall be removed at the same time. Do not remove any green healthy fronds (just to make it easier to reach dead fruiting stalks or emerging florescence) and avoid nicking the petroles of adjacent healthy fronds. Unsightly dead fronds that occur at other times of the year shall be removed immediately. Palms over 50' in height to be pruned at additional cost to the district.

When major pruning begins on a particular species of tree or plant, it shall continue until all plants or trees of that species have been pruned within the jurisdiction of this contract.

Minor pruning shall occur throughout the year to keep individual plants within desired limits on an "as needed" basis. ("suckers" and "water sprouts" kept off and away from walls, pavement, curb edges, signage areas, etc.)

- E. The contractor shall prune vertical growth at a 45-degree angle. Branches shall be removed flush with the trunk, above the collar; per the National Arborist Standards.
- F. The contractor shall prune all typical winter and spring flowering trees and shrubs in late spring after their bloom. Such as azaleas, trumpet trees, loquat trees, crape myrtles. For Crape Myrtles: Do not remove more than 18" from the individual branches. A second Pruning or Pinching of the



inflorescence seed pod, after the Crape Myrtle goes to seed, in mid to late summer, will produce additional flowering. This is true for Hibiscus as well.

- G. The contractor can prune the evergreen shrubs anytime; including for example jasmine, holly, juniper, wax myrtle, etc. anytime. To encourage rapid flush, prune just before spring flush.
- H. The contractor is required to remove all pruned materials and debris from the site each day. Contractor also is required to remove all trash and other debris other than landscape clippings and limbs each day from the site.
- I. Plant materials shall be trimmed on a regular basis from around landscape lighting accent fixtures and signage so as not to impede the lighting source and beam spread.

10. Water, Irrigation and Sprinklers

The contractor to visit the site monthly to inspect the overall irrigation system on a zone by zone basis, and provide a written report of this work to the CDD each month.

- A. The manual and automatic sprinkler system is to be used to maintain plant health and to conserve water. The irrigation system is to be maintained/scheduled in compliance with all local jurisdictional agencies and the associated restrictions as warranted. Contractor will solely be responsible for negligence in the operations associated with restricted water schedules as placed by agencies.
- B. The contractor shall provide supervision of the system and shall make all adjustments, repairs, and replacements required. Contractor is responsible to check the irrigation wells on a monthly basis to ensure they are in good working order. All repair estimates to be sent to district representative for approval.
- C. At each monthly inspection, the Contractor shall use a soil moisture probe meter to determine soil moisture content in various locations throughout the property, and specifically in off-color bed or turf areas. If found dry or too wet, he shall make the corrective action promptly to rectify the condition.
- D. Newly planted trees and shrubs shall be hand- watered if located in isolated areas, or at least daily by sprinklers or rain for the first four weeks providing at least 1" to 1-1/2" per plant, filling their plant well area. For weeks, 6-8, contractor shall be responsible to water new material every other day, to ensure establishment. For 8-24 weeks, at least once to twice a week, the material will need to be watered. Any newly planted material not surviving 6 months, shall be replaced by the Contractor at his cost. Note: It is recommended that the moisture meter readings in the root ball area shall be maintained in the "moist" zone on the meter.



- E. Risers shall be added as needed in the bed areas to ensure that water is being supplied to the entire shrub area and not being blocked or deflected by growing plants.
- F. The contractor shall inform the association immediately of any serious problems in the irrigation system or its coverage.
- G. The contractor shall run through each zone of the system monthly during the summer and "winter" months to check that all heads are working properly, aimed properly, and flushed, to ensure that all planting areas are receiving water evenly and completely providing 100% irrigation coverage. A written report for each said visit shall be signed by the person performing the required inspections and submitted to the District within 10 (ten) days of the completed inspection. The report shall include each "well number" (1-4), each "zone", each "head type" and an indication per each as to "working properly/needs repair/repaired as follows" (with notation). Monthly reports should also include zone number on map, and type of plant material, head type, and GPM per zone used. Any new irrigation work shall be warranted by the contractor for proper installation and performance for 1 year. Parts shall be warranted by the manufacturer for 1 year.
- H. The clock controls shall be programmed to deliver seasonal amount of water, per zone, per plant type. Zones shall be separated for turf versus shrub versus bubbler. Perennials or annuals shall be on their own zone. The site should have a rain sensor device installed in 2-3 locations and should be reviewed monthly to be in working condition. They shall all be tied to the controller, and be used to turn off the system during rainfall events. Field capacity of each well shall never be exceeded. An annual program should be presented to the board for approval at the onset of this contract.
- I. Because turf water needs to vary from month to month, the amount of watering time shall be adjusted periodically to reflect these needs. Seasonal adjustments can be made with the controller if forecasted.
- J. Excessive watering shall be avoided. It wastes water, floods large soil spaces and adversely affects the Cation Exchange Capacity of the plant. It also wastes water-soluble fertilizers. Plants shall be watered, therefore, by contractor in accordance with the season, soil type and turf type and other conditions.
- K. All turf and other irrigation shall be between the hours of 8:00 P.M. and 7:00 A.M., and on days as currently noted, per the restrictions of the SWFWMD, unless otherwise approved in writing by the resident project representative.
- L. It shall be clearly understood and agreed by the contractor that all the irrigation, systems including all necessary appurtenances to maintain said system shall be the responsibility of the contractor. Damage by others will not relieve the contractor of their responsibility to maintain the turf, shrubs, trees, ground cover.



Contractor shall ensure that all valve covers are replaced and covering their respective boxes and when necessary shall replace broken or damaged one at their expense.

11. Special Requirements

- A. All tree bracing systems shall be checked regularly and tightened as needed. After one-year, this support/ bracing system can be removed. Any tagging or other tight straps shall be removed promptly upon installation.
- B. Mulch Contractor to install -Pine Bark Mini Nuggets Mulch once per year at a depth of 2-3 inches, to ensure an established depth of 2-3 inches throughout all planting bed, except annual beds.

LIST MULCH PROPOSAL SEPERATE

D. Contractor shall police all district property under contract during each time of service and remove all trash and debris including branches, vegetation, furniture from grounds including shrubbery encountered while mowing and trimming. The district reserves the right to increase the schedule if needed. All said debris shall be removed from district property. Dog stations to be emptied weekly by contractor.

12. Seasonal/ Annual Planting

All seasonal plantings shall be maintained by the contractor in the following manner:

A. Soil Bed Preparation

- 1. Remove all grass, weeds, stones, and other debris from seasonal color beds.
- 2. Treat all beds for nematodes with chemicals that have previously been approved by District project representative. Apply according to label directions at 50 pounds per 1000 sq. feet of bed area for each change out of plants.
- 3. Test soil ph. Soil pH needs to be 5.5 to 7.0, correct with sulfur to lower pH as needed. Amend and add 2-3" a soil potting mix or peat conducive to the species being planted. Then sprinkle entire bed with a controlled release fertilizer i.e., Osmocote (choose a release time that wills suit the plant material selected; i.e. 3 months). Thoroughly mix top 6" of the soil in this area. Note: Annual Beds should be bermed up to about 4-6" minimum height. Water with micro-irrigation system only, no overhead watering as it will damage the flowers.
- 4. Pull weeds by Hand within these, annual / seasonal beds are preferred. A pre-emergent herbicide can be applied after plants are established. A light mulching can be provided but material cannot touch stems of annuals. Depth of mulch should be 1-2" max.



B. Planting Details

(4) Four/ Annual bed plantings are to be done annually for each of the planned locations of the project. Quantity for each location to be field measured and quantity determined by location area and submitted at time of bid. , Plant material being installed shall be a minimum of 4 " pots/ containers and in a good full plant condition and should be acceptable to the project representative at time of installation. Only One species for each season shall be selected and installed each time. Contractor to ensure he uses the same color for each of the minor entrances, and same color for each of the major entrances (they can be different if desired) shall be provided. Species for each season shall be chosen according to the approved list below or as directed by the CDD as follows:

The December - March planting usually consists of: 4" pots of Cold Season Annuals; one color and type for each planting and shall consist of the following choices and planted according to the plant spacing shown, per planting period;

<u>Plants</u> <u>Spacing</u>

Pansy's 10-12" o.c. staggered rows (no direct sun)

Petunias 12"o.c.

Phlox 8" o.c. staggered rows

Snapdragon 10" o.c.
Poinsettia's 12-14" o.c.

The April – June planting usually consists of: 4" pots of Warm Season Annuals one color and type for each planting and shall consist of the following choices and planted according to the plant spacing shown, per planting period;

<u>Plants</u> <u>Spacing</u>

Impatiens 12" o.c. staggered rows (no direct sun) Wax Begonias 12" o.c. staggered rows (no direct sun)

Dwarf Pentas 18" o.c. staggered rows (hot pink or purple only)

Sweet Alyssum 10-12" o.c. staggered rows 8" o.c. staggered rows

Zinnia 'elegans' 12" o.c.

The July – November planting usually consists of: 4" pots of Warm Season Annuals one color and type for each planting and shall consist of the following choices and planted according to the plant spacing shown, per planting period;

<u>Plants</u> <u>Spacing</u>

Dwarf Pentas 12" o.c. staggered rows (northern lights lavender)

Marigolds 10" o.c.

Coleus 'chocolate mint' 182" o.c. staggered rows (no direct sun)

Crossanda 10" o.c. (no direct sun)



C. Watering

Watering needs to be performed, as a minimum, as often as turf watering. Monitor for possible additional watering requirements. Frequent times throughout the day for short cycles works best. Program the irrigation system per plant needs appropriately, if area is on its own zone. Note: Annual Bed Areas should be on their own irrigation zone.

H. Mulching

- 1. After plants are planted maintain a light topping of Flora Mulch if directed by CDD.
- 2. Just prior to the next seasonal planting, the mulch should be incorporated into the soil.

Additional mulch should then be added (top dressed) immediately following the next planting maintaining the one to two-inch requirement at all times.

I. Weeding

Remove all weeds once per week so they do not compete for water and nutrients.

J. Manicuring

Begonias, etc. may need to be pinched back to keep them compact and free flowering. Research plant if unknown and monitor for required manicuring needs.

K. Insect and Disease Control

Check <u>weekly</u> for insects and possible disease, and follow through with the appropriate treatments for specific needs and plant type.

L. Frost Protection

- 1. It is the responsibility of the Contractor to monitor the weather daily. He will need to insure that they have immediate access to enough protective material to cover all flowers/ bedding area within their contract area and to have that material properly installed prior to a frost event.
- 2. It will be the responsibility to remove this protective covering immediately following the danger of frost.

In the absence of taking this protective action as climate conditions require, the contractor will be subject to Section 3.28 of the General Conditions.

M. Weekly Reports

- 1. Weekly maintenance reports will be provided to the District.
- N. Monthly Tour1. Once a month (time to be determined by district), a tour of the landscape contract area will be performed by the Contractor's superintendent and the District Representative.



Email Exchange from Gene Roberts: March 16, 2020

Question:

After reading the RFP, plans and viewing the community on foot; we had a couple questions:

On the RFP:

#10. L. "It shall be clearly understood and agreed by the contractor that all the irrigation, systems including all necessary appurtenances to maintain said system shall be the responsibility of the contractor. Damage by others will not relieve the contractor of their responsibility to maintain the turf, shrubs, trees ground cover.

Contractor shall ensure that all valve covers are replaced and covering their respected boxes and when necessary shall replace broken or damaged one at their expense."

- Does this include ALL irrigation systems; including clocks, valves, pumps? Usually per RFP this will have verbiage saying contractor is responsible for "valve out" damage. Are we to conclude that if acts of vandalism or another contractor damages the system, we are to be held accountable for replacing?

#11. D. Contractor shall police all district property under the contract during each time of service and remove all trash and debris including branches, vegetation, furniture from grounds including shrubbery encountered while mowing and trimming. The District reserves the right to increase the schedule if needed.

- We always try to accommodate special events within the community, but this verbiage implies that if the District wanted to double the schedule, we would have to comply? Is there a cost associated with an increase in amount of services.

Response:

I believe this is the same RFP we used for Lucaya. It implies the irrigation system be inspected regularly any damage not created by the vendor will be paid for. We can remove this line for debris clean up. *The District reserves the right to increase the schedule if needed.*

Also the RFP ask that mulch and annuals be include, please break out and list separate.



Ventana Maintenance Map



Ventana CDD

March 2020





March, 19 2020

Gene Roberts, District Manager 2005 Pan Am Circle Suite 300 Tampa, FL 33607

RE: Landscape Maintenance Proposal for Ventana CDD

Dear Mr. Roberts,

I am pleased to submit Yellowstone Landscape's proposal for Ventana CDD landscape maintenance services. Our full service approach to maintaining the entire property are all coordinated to deliver the utmost level of quality. Our proposal has been created to address the specific needs and expectations you have expressed for Ventana CDD.

Yellowstone Landscape is one of the largest landscape firms in the nation, serving some of the most prestigious properties in the Southern United States. We continuously seek to obtain a 100% recommendation rate from our clients so you can be sure that quality maintenance services are just the beginning of our expectation for your property.

As you review our proposal, you'll notice that quality, integrity and clear communication have helped us build strong relationships and maintain nationally award-winning properties for our clients.

We serve all our clients with:

Crystal-Clear Communication

You want to know what's going on with the landscape in your community. Our people, systems and policies put communication first.

Proactive Attitudes

We will fix it before it's a problem. Procedures, checklists and training all focus on one result, making sure our clients don't have to manage our work.

Quality Work

One size doesn't fit all. Our experienced staff and integrated approach allows us to find unique solutions to meet your property and budgetary needs.

Thank you for allowing Yellowstone Landscape the opportunity to provide your community with our plan for success.

Sincerely,

Jon Souers

Business Development Manager jsouers@yellowstonelandscape.com

813-781-3170

Your Investment





Ventana CDD Exhibit A Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing & Clean Up	\$64,875.00
Includes mowing, edging, string-trimming, clean-up	
42 visits St. Augustine, 32 Visits Bahia	
Detailing	\$37,345.00
trim shrubs, pick up trash, weed removal, ect.	
12 visits	
IPM - Fertilization & Pest Control	\$17,840.00
Fertilization/Fungicide/Insecticide/herbicide/weed control	
Irrigation Inspections	\$5,940.00
Includes monthly inspections with reports	
Palm Pruning (1x/year)	\$5,907.00
All labor and materials to prune 196 palms one time annually	
Grand Total Annual	\$131,907.00
Monthly	\$10,992.25
Additional Services	
Pine Bark Mulch (1x/year)	\$28,877.00
All labor and materials to install 620 cubic yard of mulch	
Annuals (4x/year)	\$3,492.00
•	

EXCELLENCE IN COMMERCIAL LANDSCAPING

Includes all labor and materials to install 657 4" annuals four times per year

Scope Of Services





Ventana CDD Landscape Maintenace Annual Schedule

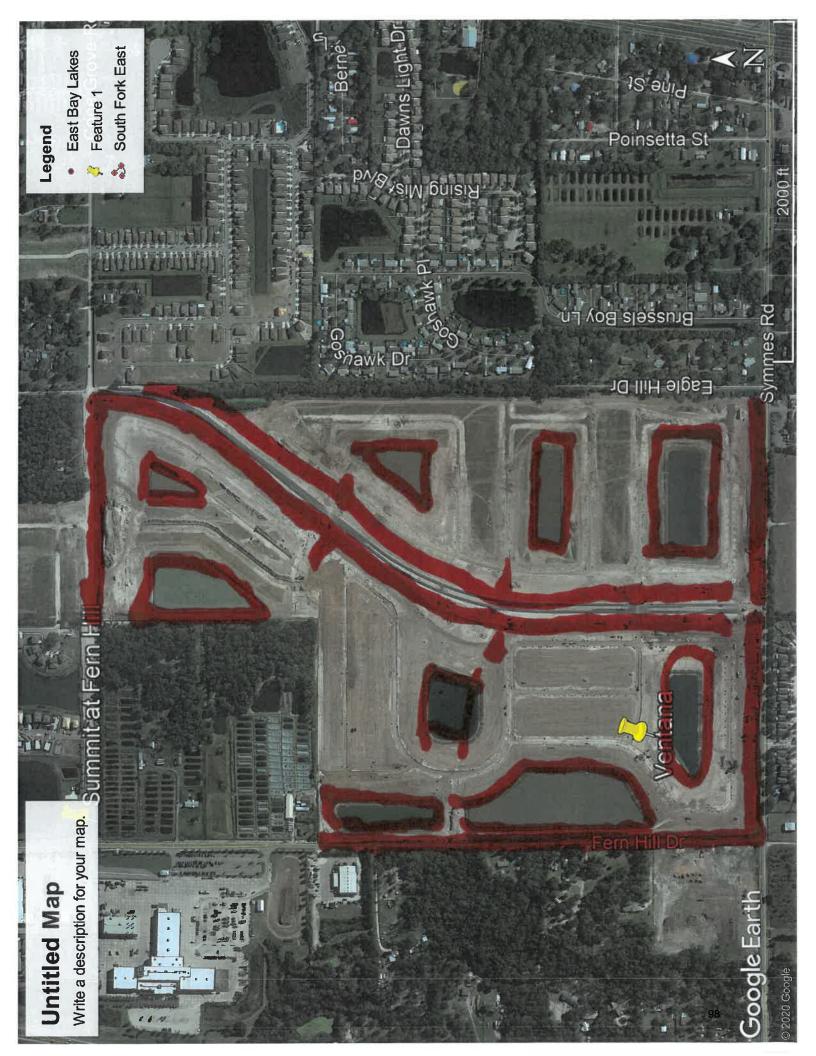
Landscape Maintenance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Cut ¹ (Mow, Hard Edge, Blow)													
St. Augustine	2	2	3	4	4	5	5	4	5	4	2	2	42
Bahia	2	2	2	2	2	4	4	4	4	2	2	2	32
Bed Edge	1	1	2	2	2	2	2	2	2	2	1	1	20
Shrub Pruning	1		1	1	1	1	1	1	1	1	1		10
Ornamental Grass Pruning			1							1			2
Structural Tree Pruning					As n	eeded to Ma	intain 12' he	eight					
Palm Trimming									1				1
Crape Myrtle/Hibiscus/Oleander Pruning	Performed in Spring after last freeze												1
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12

¹ Frequency is contingent on moisture, weather and seasonal conditions, and may vary in late fall through winter.

Fertilizer/Pesticide	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Fertilization													
St. Augustine		1		1		1		1			1		5
Bahia (excluding lake banks & non irrigated)				1				1					2
Turf Pesticide													
St. Augustine				Integrated	Pest Manag	gement (IP	M) Program	ı Applied	as Needed				
Bahia		Integrated Pest Management (IPM) Program Applied as Needed											
Turf Weed Control		Integrated Pest Management (IPM) Program Applied as Needed											
St. Augustine (Pre-Emergent)			1				1						2
Bahia		Inte	egrated Pes	st Managem	ent (IPM) P	rogram L	imited on l	nerbicide s	election du	e to type of	turf		
Shrub & Tree Fertilization ²			1			1			1				3
Shrub Pesticide				Integrated	Pest Manag	gement (IP	M) Program	Applied	as Needed				
Insect/Disease Control				Integrated	Pest Manag	gement (IP	M) Program	ı Applied	as Needed				
Bed Weed Control	1	1	1	2	2	2	3	2	2	2	1	1	20
Palm Fertilization				•				•		_	•		
Standard Palms (Sables/Wash.)						1							1
Property Inspection	2	2	3	4	4	5	5	4	5	4	2	2	42

²Additional spot fertilization may be applied to flowering plants to encourage flowering.

Supplemental Services	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Mulch (Upon Approval)											1		1
Annuals (Upon Approval)			1			1			1			1	4



About Us







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

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

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

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

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

The South's Trusted Landscape Partner





Headquartered in Central Florida, we serve our clients from our local branch locations across six Southern states.

In many of the region's largest cities, we've opened multiple operating branches in order to more efficiently serve our clients, including four locations in Houston, three locations in Atlanta, and two locations in Orlando.

All our branch operating teams are supported by the collective strength of a regional leader in commercial landscaping services. We empower our local branch teams to make decisions in the best interest of our clients and their properties.

No excuses, no calling headquarters, no corporate red tape. **Just do what's right.**

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

That's how we've become the South's trusted commercial landscaping partner.

Proud to Serve Tampa





Excellence in Commercial Landscaping for Your Tampa Area Properties

Yellowstone Landscape is proud to serve Tampa's commercial landscaping needs from our local branch location. With more than 100 local employees, we're one of the leading commercial landscape service firms in Tampa and the surrounding areas.

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

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

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

Tampa Offices 30319 Commerce Drive San Antonio, FL 33576 813.223.6999

Services for Homeowner Associations





Our comprehensive landscape services for Homeowner Associations are designed to **create beautiful and healthy environments** and enhance the quality of life your residents experience in their community.

Professional Landscape Maintenance of your entryways, common areas, streetscapes, and amenity areas is essential for **creating the right image for your community** and protecting the value of your residents' investments in their homes.

Caring for your community's landscape is likely to be among the largest expenses in your association's annual budget. With the help of the right landscape service partner, your community will see the value of their investment with every service visit and enjoy all the benefits a well maintained landscape can bring.

Key benefits of a professionally maintained landscape include:

- An Average Increase of 12% in the Value of Your Residents' Homes
- Creating a Sense of Pride in the Community
- Extended Lifespan of Your Community's Landscape Materials and Feature Areas
- Demonstrating Visible Results for Your Residents' Investment in Professional Property Management Services

Landscape Maintenance





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

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

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

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

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

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

Irrigation Installation & Management





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

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

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

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

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

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

Tree Care Services





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

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

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

Our Tree Care services include:

• Pruning

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

Landscape Design





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

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

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

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

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

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

Seasonal Color Installations





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

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

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

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

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

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

Industry Recognition





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

Hermann Park; Houston, Texas; 2017
Walton Riverwood; Atlanta, Georgia; 2017
Legacy of Leesburg; Leesburg, Florida; 2017
Swan and Dolphin Resort; Orlando, Florida; 2016
Cane Island Amenity Village; Katy, Texas; 2016
Tradition; Tradition, Florida; 2015
AAA Headquarters; Lake Mary, Florida; 2013
Technology Park Atlanta; Peachtree Corners,

Georgia; 2013

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

Waldorf Astoria Resort; Orlando, Florida; 2012 Grand Haven; Palm Coast, Florida; 2011 Fleming Island Plantation; Orange Park, Florida; 2010

Hammock Beach Resort; Palm Coast, Florida; 2008 Reunion Resort & Club; Orlando, Florida; 2007

Committed to Safety





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

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

Our Commitment to Safety includes:

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

Our Fleet Vehicles and Equipment





Yellowstone Landscape takes great pride in the maintenance our fleet vehicles and the specialized service equipment and tools we use. Our branch locations employ dedicated mechanics, experienced in working with the equipment we use. Their sole responsibility to keep our fleet and equipment in good working order, many times working overnight to keep equipment in service during the day.

We know how important it is that our service teams have the tools they need to get their jobs done. That's why we strive to keep all our vehicles and equipment in good repair, appearance, and in sanitary clean condition at all times. All vehicles are appropriately registered and insured, clearly marked with our company identification, regularly inspected for safety and cleanliness, and only operated by licensed, approved drivers.

Our Company Owned Fleet Vehicle and Equipment Listing Includes:

- Over 800 Trucks, Vans and Utility Vehicles
- Wide Area Mowing Tractors
- Tree Care Trucks with Trailer Chippers
- Assorted Heavy Duty Caterpillar Equipment
- Motorized Work Carts
- Open Bed and Enclosed Trailers
- Motorized Edgers and Trimmers

Environmental Stewardship





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

Our initiatives toward responsible environmental stewardship include:

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

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

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

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

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

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

Our Technology at Work for You





Technology in the landscape industry is rapidly evolving. Yellowstone Landscape is taking advantage of this innovation to improve our communication, tracking, and billing systems, allowing us to offer more efficient service visits and faster response times for our clients.

Over a decade ago, we began issuing **smart phones** to all our field service supervisors and technical specialists, but as new products have come to market, Yellowstone has continued to improve our technological capabilities.

All Yellowstone Landscape fleet vehicles are now equipped with GPS tracking devices, enabling us to see where our vehicles are at any given time,

and how long our service crews spend at each property. GPS tracking also enables our Safety teams to make sure our drivers are obeying speed limits and traffic laws.

In addition to field level improvements, Yellowstone continues to lead the industry with real time reporting on costs and labor utilization, enabling us to produce monthly service billings at greater than 99% accuracy. We even integrate with most major accounting systems, to help you automate your procurement system's payment processes.

It's our goal to remain technological leaders in our industry, so as technology improves, so will we.

Experience & References



Reference Listing



Project Name

Contact Information

Ballantrae CDD

Jim Flateau, Board Chairman 15310 Amberly Dr. Suite 175 Tampa, FL 33647

813.215.0896

Project Name Contact Information

Villa Rosa HOA

Mike Spall, Property Manager

Greenacre Properties

4131 Gunn Hwy.

Tampa, FL 33618

813.600.1100

Project Name Contact Information

Willowbend HOA

Sandra Oram, Property Manager Terra Management Services

14914 Winding Creek Court

Tampa, FL 33613 813.374.2363

Project Name: Contact Information

Trinity East HOA

Chris Haines, Property Manager

The Melrose Management Partnership

3527 Palm Harbor Blvd. Palm Harbor, FL 34683

727.787.3461

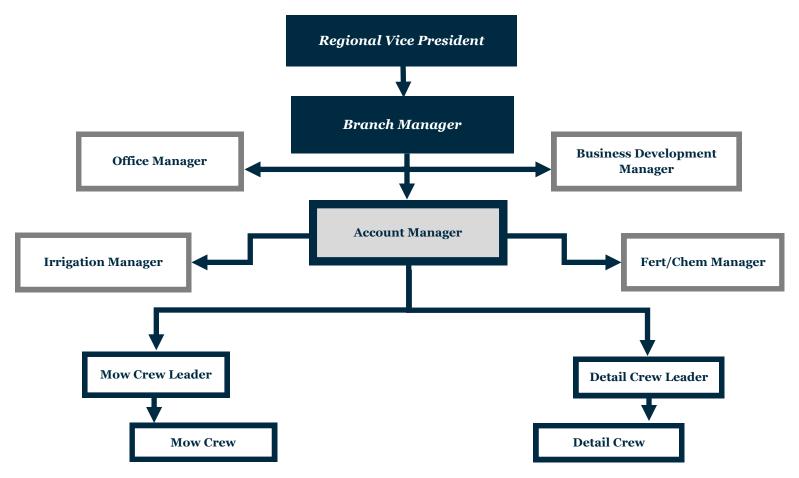
Personnel



Personnel Overview



Organizing Our Service Teams



Branch Manager:

The Branch Manager is responsible for Yellowstone Landscape's landscape installation and management operations and personnel within the region. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Branch Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- Planning, Scheduling and Implementation of Operations
- All Landscape Management Practices
- All Landscape Construction Practices
- Client Relations and Service
- Quality Control
- Safety
- Training

Personnel Overview



Organizing Our Service Teams

Account Manager:

The Account Manager represents the direct link between Yellowstone Landscape and your Community. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your property. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the Branch Manager and works closely with technical support service managers (Fertilization & Chemical, Pesticide Application, Irrigation) in fulfillment of his regular duties.

Responsible for:

- Planning, Scheduling and Implementation of Landscape Operations Activities
- Client Relations and Service
- · Budgeting and Cost Tracking
- Quality Control
- Safety
- Training
- Employee Evaluation and Development
- Sustainable Practices

Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the community with our commercial equipment. This includes mowing with mowers appropriate for the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager. Each Mow and Detail Crew will be led by a clearly identifiable, English-speaking leader.



Personnel Overview



Organizing Our Service Teams

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and Branch Manager.

State Licensed Pesticide Contractor:

This contractor will treat each of the grounds with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:

The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the community's need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.



Licenses & Certifications



Fertilization and Chemicals

Your Team

Fertilization and chemicals are often times fundamental to the health of a landscape. Yellowstone Landscape's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.

Fertilization

Our fertilization programs are customized for each property. After all, each property has it's own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and sport fields, our knowledge is extensive, and we apply what we've learned on every property we service.

Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off.
- Nutrient Management—we provide nutrients based on the plant's need.
- Follow State, County and City Best Management
- Practices to prevent pollution of water sources









Xeriscaping

A great way to reduce your environmental footprint is through the practice of xeriscaping. Xeriscaping is the practice of landscape design with slow growing, drought tolerant plants. Designing landscapes that use less water, fertilizers and require less maintenance is a great way to reduce your environmental impact.

Irrigation Experts

Your Team

A healthy landscape is often times dependent on the condition of the irrigation. Yellowstone Landscape understands this relationship and knows that short cuts taken on irrigation means long term problems in the landscape. Our team works on many aspects of irrigation systems:

Installation

Our team has had over 15 years of experience installing irrigation systems across the Southeast. From complex systems for large resorts to water-wise systems for commercial properties, our team has what it takes to install any irrigation system.

Maintenance

Our maintenance team is trained and licensed in maintaining irrigation systems. Our team also knows that if the irrigation isn't properly maintained, your investment could be compromised.

Our irrigation maintenance team performs monthly "wetchecks," replaces and repairs faulty systems (including head replacement, piping repairs, and clock maintenance), and assures proper water coverage for all landscape areas.

Improvements

Whether you have an old irrigation system or a new system that just doesn't seem to be working properly, you can trust Yellowstone Landscape to make the improvements. We'll analyze coverage, effectiveness and efficiency in order to provide a consistently healthy landscape.











Licenses & Certifications





State of



Florida

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

CERTIFIED PEST CONTROL OPERATOR

Number: JF124606

KEVIN PAUL OLIVA

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

Lawn & Ornamental

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

In Testimony Whereof, Witness this signature at Tallahassee, Florida on April 7, 2004

Chief Bureau of Entomology and Pest Control

Charles H. Bronson Commissioner of Agriculture

DACS form 1780, Feb. 99

Licenses & Certifications





James M. Herth

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





Caitlyn Pollihan Executive Director International Society of Arboriculti

ACCREDITED

HOBAT

SOURCE 17024

FL-6437A

15 Aug 2012 Certified Since 31 Dec 2021 Expiration Date



The Florida Nursery, Growers & Landscape Association Confers on

Jonathan Souers H62 07062

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 6/30/2022 Certified Since: 3/4/2010 Ed Brayo, ENGLA President

Merry Mott, FliGLA Certification Director









Certificate of Training

is provided to

Scott Crow

for the successful completion of

Hazardous Materials Operations/OSHA Level II

In accordance with training standards established by the U.S. Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120(q)

April 27, 2018

Chris Pappas, Instructor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2019

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

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

PRODUCER		CONTACT Elinn Peacock	
Brown & Brown of Florida, Inc.			333-6113
P.O. Box 2412		E-MAIL ADDRESS: epeacock@bbdaytona.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Daytona Beach	FL 32115-2415	INSURER A: United Specialty Insurance Company	12537
INSURED		INSURER B: Travelers Property Casualty Company of America	25674
YELLOWSTONE LANDSCAPE, INC		INSURER C: Great American Insurance Company	16691
3235 N STATE STREET		INSURER D: The Charter Oak Fire Insurance Company	25615
PO BOX 849		INSURER E: American Guarantee and Liability Insurance Company	26247
Bunnell	FL 32110	INSURER F:	
COVERAGES CERTIFICATE I	NUMBER: 19-20	REVISION NUMBER:	

COVERAGES

CERTIFICATE NUMBER: 19-20

REVISION NUMBER:

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

ISR TR	TYPE OF INSURANCE	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR				04/30/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	PESTICIDE & HERBICIDE		ATNATL1914413 04/30/2019			MED EXP (Any one person)	\$ 5,000
Α				04/30/2019		PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'LAGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:						\$
Ŧ	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
В	OWNED SCHEDULED AUTOS ONLY AUTOS		TC2JCAP9D89521919	P9D89521919 04/30/2019	04/30/2020	BODILY INJURY (Per accident)	\$
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	AUTOS ONLY AUTOS ONLY					PIP	\$ 10,000
-	➤ UMBRELLA LIAB ➤ OCCUR			UU254554401 04/30/2019 0	04/30/2020	EACH OCCURRENCE	\$ 10,000,000
С	EXCESS LIAB CLAIMS-MADE		TUU254554401			AGGREGATE	\$ 10,000,000
	DED RETENTION \$ 10,000						\$
	WORKERS COMPENSATION					➤ PER STATUTE OTH-	
20.	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		UD014400074054D	04/30/2019	04/30/2020	E.L. EACH ACCIDENT	s 1,000,000
D	OFFICER/MEMBER EXCLUDED?	N/A	UB2N1103271951D	71951D 04/30/2019	04/30/2020	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	EXCESS LIABILITY		AEC346775300	04/30/2019	04/30/2020	OCC & AGG	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER		CANCELLATION
YELLOWSTONE LANDSCAPE INC		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3235 N STATE ST		AUTHORIZED REPRESENTATIVE
PO BOX 849 BUNNELL	FL 32110	15 Palit

AGENCY CUSTOMER ID:	



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED YELLOWSTONE LANDSCAPE, INC	
POLICY NUMBER			
CARRIER	NAIC CODE		
ADDITIONAL DEMADICS		EFFECTIVE DATE:	
ADDITIONAL REMARKS			
THIS ADDITIONAL REMARKS FORM IS A SCHEDUL	DOMESTICATION OF STREET		
FORM NUMBER: FORM TITLE: Note:	S		
COMPLETE LISTING OF NAMED INSUREDS: -YELLOWSTONE HOLDINGS, LLC -YELLOWSTONE INTERMEDIATE HOLDINGS, INC -YELLOWSTONE LANDSCAPE, INC -YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YE -ALSW, LLC -YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLO -TEXAS SERVICES, LLC -BLSW, LLC -YLCSW, LLC - LEADERSCAPE PALM BEACH LLC		E dba AUSTIN OUTDOOR ba BIO LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE	
LEASED/RENTED EQUIPMENT POLICY NUMBER: MKLM31M0051215 EFFECTIVE DATES: 4/30/2019-4/30/2020 CARRIER: MARKEL AMERICAN INSURANCE COMPANY EACH ITEM: \$250,000 POLLUTION LIABILITY POLICY NUMBER: G71517585001 EFFECTIVE DATES: 4/30/2019-4/30/2020 CARRIER: ILLINOIS UNION INSURANCE COMPANY EACH OCCURRENCE: \$1,000,000			
POLICY FORMS:			
GENERAL LIABILITY: (COVERED STATES FL, GA, NC, SC 1) CG2010 0704 - ADDITIONAL INSURED - OWNERS, LES 2) CG2037 0704 - ADDITIONAL INSURED - OWNERS, LES 3) CG2034 0704 - ADDITIONAL INSURED - LESSOR OF LE 4) CG2007 0413 - ADDITIONAL INSURED - ENGINEERS, A EMPLOYED BY OTHER) 5) CG2404 1093 - WAIVER OF SUBROGATION (WAIVER OF 6) VEN05100 0115 - PRIMARY NON-CONTRIBUTORY WO 6) VEN06400 0115 - THIRD PARTY CANCELLATION NOTICE	SEES OR CONTRACTOR SEES OR CONTRACTOR EASED EQUIPMENT (ADD ARCHITECTS, SURVEYOR OF SUBROGATION) RDING (PRIMARY & NON-	S - (ADDITIONAL INSURED - COMPLETED OPS) ITIONAL INSURED - LESSOR OF EQUIPMENT) IS (ADDITIONAL INSURED - ARCH/ENG/SURVEYORS -	
AUTO LIABILITY 1) CAT442 - ADDITIONAL INSURED - PRIMARY & NON-CO NON-CONTRIBUTORY) 2) CAT340 - BLANKET WAIVER OF SUBROGATION (WAIV 3) ILF028 - EARLIER NOTICE OF CANCELLATION/NONRE	ER OF SUBROGATION)		
WORKERS COMPENSATION (COVERED STATES INCLUDE 1) WC000313 - WAIVER OF OUR RIGHT TO RECOVER FR 2) WC9906R3 - THIRD PARTY NOTICE OF CANCELLATIO	DE: FL, GA, NC, SC, AZ, TX ROM OTHERS ENDORSEN	(, & NV)	
UMBRELLA LIABILITY 1) GAI6002 0697 - PROTECTOR UMBRELLA COVERAGE OF SUBROGATION, COVERS OVER THE GENERAL LIABI	FORM COMMERCIAL UMB ILITY, AUTO LIABILITY & E	BRELLA COVERAGE FORM - (ADDITIONAL INSURED, WAIVER MPLOYERS LIABILITY)	

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

Internal Re	venue Service ► Go to www.irs.gov/FormW9 for it	nstructions and the latest Informatio	n.		
1	Name (as shown on your income tax return). Name is required on this line;		1.10		
	YELLOWISTONE LANDSCAPE	- Southeast,	LLC		
	Business name/disregarded entity name, if different from above	dscape.			
n page 3.	Check appropriate box for federal tax classification of the person whose n following seven boxes. Individual/sole proprietor or C Corporation S Corporation		certain entities, not individuals; see instructions on page 3):		
SI	Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ S Corporation	on L Partnership L Trust/esta	Exempt payee code (if any)		
tion	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=Partnership) > C	Example payor code (if dity)		
See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classifica LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal tax is disregarded from the owner should check the appropriate box for the	tion of the single-member owner. Do not ch from the owner unless the owner of the LLC purposes. Otherwise, a single-member LLC	Dis Code (If any)		
eci	Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)		
See S	Address (number, street, and apt. or suite no.) See instructions. 3335 N. State Street, Gity, state, and ZIP code	POBOX849 Requester's na	ame and address (optional)		
7	Bunnell FL 32110 List account number(s) here (optional)				
Part	Taxpayer Identification Number (TIN)				
	ur TIN in the appropriate box. The TIN provided must match the na	ame given on line 1 to avoid Socia	al security number		
backup v	withholding. For individuals, this is generally your social security no	umber (SSN). However, for a			
entities,	alien, sole proprietor, or disregarded entity, see the instructions fo it is your employer identification number (EIN). If you do not have a				
TIN, late		or	10.00		
	the account is in more than one name, see the instructions for line To Give the Requester for guidelines on whose number to enter.	1. Also see What Name and	oyer identification number		
51.16.0.31		20	1-2993503		
Part I	Certification				
and the second	enalties of perjury, I certify that:		i i marina		
I am n Servic	umber shown on this form is my correct taxpayer identification nur ot subject to backup withholding because: (a) I am exempt from b e (IRS) that I am subject to backup withholding as a result of a fail ger subject to backup withholding; and	ackup withholding, or (b) I have not be	en notified by the Internal Revenue		
	U.S. citizen or other U.S. person (defined below); and				
4. The F	ATCA code(s) entered on this form (if any) indicating that I am exer	npt from FATCA reporting is correct.			
you have acquisitio	tion instructions. You must cross out item 2 above if you have been failed to report all interest and dividends on your tax return. For real on or abandonment of secured property, cancellation of debt, contribution in interest and dividends, you are not required to sign the certification,	estate transactions, item 2 does not apply itions to an individual retirement arranger	y. For mortgage interest paid, ment (IRA), and generally, payments		
Sign Here	Signature of U.S. person Chris Belly H	Date ▶	1/16/2020		
Gene	eral Instructions	• Form 1099-DIV (dividends, include	ling those from stocks or mutual		
Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.		funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)			
					 Form 1099-S (proceeds from real estate transactions)
			ose of Form	• Form 1099-K (merchant card and	
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number		 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 			
(SSN), in	dividual taxpayer identification number (ITIN), adoption	 Form 1099-C (canceled debt) Form 1099-A (acquisition or aband 	donment of secured property		
	Identification number (ATIN), or employer identification number report on an information return the amount paid to you, or other	 Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident 			
amount r	eportable on an information return. Examples of information	allen), to provide your correct TIN.			
	nclude, but are not limited to, the following. 099-INT (interest earned or paid)	If you do not return Form W-9 to be subject to backup withholding. S later.	the requester with a TIN, you might See What is backup withholding,		

Our People. Your Partner.





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

Our 1800 Full Time Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the nation's finest colleges and university Horticulture and Agronomic programs.

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

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

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

April 24, 2020

To Whom It May Concern:

As per F.S. 190.006, you'll find the number of qualified registered electors for your Community Development District as of April 15, 2020, listed below.

Community Development District	Number of Registered Electors
Ventana	112

We ask that you respond to our office with a current list of CDD office holders by **June 1st** and that you update us throughout the year if there are changes. This will enable us to provide accurate information to potential candidates during filing and qualifying periods.

Please note it is the responsibility of each district to keep our office updated with current district information. If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ewhite@hcsoe.org.

Respectfully,

Enjoli White

Candidate Services Liaison

RESOLUTION 2020-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors ("Board") is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, all meetings of the Board shall be open to the public and governed by provisions of Chapter 286, Florida Statutes; and

WHEREAS, the effective date of Ordinance No. 16-6 creating the District was the April 12, 2016, as amended; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing supervisors for the District on a date established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT:

<u>Section 1</u>. In accordance with Section 190.006(2), Florida Statutes, the meeting of the landowners to elect three (3) supervisors of the District, shall be held on November 3, 2020, at 2:00 p.m. at the offices of Meritus, 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

<u>Section 2</u>. The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.

Section 3. Pursuant to Section 190.006(2)(b), Florida Statutes, the landowners' meeting and election has been announced by the Board at its May 7, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at the office of the District Manager, Meritus, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 7TH DAY OF MAY, 2020.

ATTEST:	VENTANA COMMUNITY DEVELOPMENT DISTRICT
Print Name:	Print Name:
Secretary/ Assistant Secretary	Chair/ Vice Chair of the Board of Supervisors

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Ventana Community Development District (the "District"), the location of which is generally described as comprised of a parcel or parcels of land containing approximately 217 acres more or less, generally located along the east side of Fern Hill Drive, west of U.S. Highway 301, and south of Gibsonton Drive, Hillsborough County, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2020

TIME: 2:00 p.m.

PLACE: The offices of Meritus

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person nominated for the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from Meritus located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (813) 873-7300, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Brian Lamb, District Manager

Run Date(s): October 7 and 14, 2020

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS' MEETING: November 3, 2020

TIME: 2:00 p.m.

LOCATION: The offices of Meritus

2005 Pan Am Circle, Suite 300

Tampa, Florida 33607

Pursuant to Chapter 190, Florida Statutes, and after a community development district ("District") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("Board") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners, two (2) seats for a four year period and one (1) seat for a two year period. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

VENTANA COMMUNITY DEVELOPMENT DISTRICT HILLSBOROUGH COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 3, 2020

described herein, hereby constitutes and appoints		he fee simple owner of the lan	
behalf of the undersigned, to vote as proxy at the meeting of			
Development District to be held at the offices of Meritus, locate			
Florida 33607, on November 3, 2020, at 2:00 p.m., and at any ad acres of unplatted land and/or platted lots owned by the undersign			
entitled to vote if then personally present, upon any question, pr			
thing that may be considered at said meeting including, but not li			
of Supervisors. Said Proxy Holder may vote in accordance with			
or determined at the time of solicitation of this proxy, which may			
	•	· ·	
Any proxy heretofore given by the undersigned for said			
continue in full force and effect from the date hereof until the c adjournment or adjournments thereof, but may be revoked at a			
presented at the landowners' meeting prior to the Proxy Holder's			
presented at the same where the the proof of the 110th 110th 1		• + • • • • • • • • • • • • • • • • • •	
Printed Name of Legal Owner			
Signature of Legal Owner	Date		
Signature of Legal Owner	Date		
		Authorized Votes	
Signature of Legal Owner Parcel Description	Date Acreage	Authorized Votes	
		Authorized Votes	
		Authorized Votes	
Parcel Description	Acreage		
Parcel Description [Insert above the street address of each parcel, the legal descri	Acreage ption of eac	h parcel, or the tax identificati	
Parcel Description [Insert above the street address of each parcel, the legal descrinumber of each parcel. If more space is needed, identification	Acreage ption of eac	h parcel, or the tax identificati	
Parcel Description [Insert above the street address of each parcel, the legal descri	Acreage ption of eac	h parcel, or the tax identificati	
Parcel Description [Insert above the street address of each parcel, the legal descrinumber of each parcel. If more space is needed, identification	Acreage ption of eac	h parcel, or the tax identificati	

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT VENTANA COMMUNITY DEVELOPMENT DISTRICT HILLSBOROUGH COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 3, 2020

For Election (Three (3) Supervisors): The two candidates receiving the highest number of votes will receive a four (4) year term, and the one candidate receiving the lowest number of votes will receive a two (2) year term, with the term of office for each of the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Ventana Community Development District and described as follows:

	<u>Acreage</u>
	ch parcel, the legal description of each parcel, or the tax identification ce is needed, identification of parcels owned may be incorporated by
or	
Attach Proxy.	
I, (La my votes as follows:	, as Landowner, or as the proxy holder of andowner) pursuant to the Landowners' Proxy attached hereto, do cast
my votes as follows.	
NAME OF CANDIDATE	NUMBER OF VOTES
1	
2	
3	·
4	
5	
Date:	Signed:
	Printed Name:

VENTANA COMMUNITY DEVELOPMENT DISTRICT

Minutes of the Public Hearing & Regular Meeting The Public Hearing & Regular Meeting of the Board of Supervisors of the Ventana Community Development District was held on Thursday, April 2, 2020 at 2:00 p.m. via conference call at call-in number 1-866-906-9330 and participant access code 4863181. 1. CALL TO ORDER/ROLL CALL Debby Nussel called the Public Hearing & Regular Meeting of the Board of Supervisors of the Ventana Community Development District to order on Thursday, April 2, 2020 at approximately 2:00 p.m. Supervisors Present and Constituting a Quorum at the onset of the meeting: Jeff Hills Chair Nick Dister Supervisor Kelly Evans Supervisor Brady Lefere Supervisor Staff Members Present: Debby Nussel District Manager, Meritus John Vericker District Counsel, Straley Robin Vericker Jon Souers Yellowstone Chloe Firebaugh MI Homes There were no other members of the general public in attendance. There were no audience questions or comments on agenda items. There were no audience questions or comments on agenda items. A. Acceptance of Board Resignation – Seat 2	1		April 2, 2020 Minutes of Public Hearing & Regular Meeting
The Public Hearing & Regular Meeting of the Board of Supervisors of the Ventana Community Development District was held on Thursday, April 2, 2020 at 2:00 p.m. via conference call at call-in number 1-866-906-9330 and participant access code 4863181. 1. CALL TO ORDER/ROLL CALL Debby Nussel called the Public Hearing & Regular Meeting of the Board of Supervisors of the Ventana Community Development District to order on Thursday, April 2, 2020 at approximately 2:00 p.m. Supervisors Present and Constituting a Quorum at the onset of the meeting: Heff Hills Chair Nick Dister Supervisor Kelly Evans Supervisor Brady Lefere Supervisor Staff Members Present: Debby Nussel District Manager, Meritus John Vericker District Counsel, Straley Robin Vericker Jon Souers Yellowstone Chloe Firebaugh MI Homes There were no other members of the general public in attendance. There were no audience questions or comments on agenda items. 3. BUSINESS ITEMS A. Acceptance of Board Resignation – Seat 2	2	Mi	nutes of the Public Hearing & Degular Meeting
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19 Kelly Evans Supervisor 20 Brady Lefere Supervisor 21 22 Staff Members Present: 23 Debby Nussel District Manager, Meritus 24 John Vericker District Counsel, Straley Robin Vericker 25 26 Jon Souers Yellowstone 27 Chloe Firebaugh MI Homes 28 29 There were no other members of the general public in attendance. 30 31 32 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS 33 34 There were no audience questions or comments on agenda items. 35 36 37 3. BUSINESS ITEMS 38 A. Acceptance of Board Resignation – Seat 2			
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35 36 37 3. BUSINESS ITEMS 38 A. Acceptance of Board Resignation – Seat 2 39		There were no audience qu	estions or comments on agenda items.
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38 A. Acceptance of Board Resignation – Seat 2 39	36		
39			
		A. Acceptance of Boa	ard Resignation – Seat 2
		Mrs. Nussel went over Rva	an Motko's Board resignation from Seat 2.
41			

- 4	7
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43 44	MOTION TO:	Accept Ryan Motko's Board resignation from Seat 2 as of March 5, 2020.
45	MADE BY:	Supervisor Hills
46	SECONDED BY:	Supervisor Lefere
47	DISCUSSION:	None further
48	RESULT:	Called to Vote: Motion PASSED
49		4/0 - Motion passed unanimously

B. Appointment of Board Supervisor – Seat 2

The Board discussed appointing Chloe Firebaugh to Seat 2.

MOTION TO:	Appoint Chloe Firebaugh to Seat 2.
MADE BY:	Supervisor Lefere
SECONDED BY:	Supervisor Hills
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

Approve Resolution 2020-05 with Jeff Hills as Chair,

C. Consideration of Resolution 2020-05; Re-Designating Officers

The Board discussed the Chair and Vice Chair positions.

MOTION TO:

Chloe Firebaugh as Vice Chair, and the remaining Board Supervisors as Assistant Secretaries.

MADE BY: Supervisor Lefere
SECONDED BY: Supervisor Evans
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED

D. Discussion on Landscape Proposals

Mrs. Nussel went over the landscape proposals. BrightView was \$147,104 annually, Cornerstone was \$146,720 annually, and Yellowstone was \$131,907 annually. The Board discussed at length the proposals and warranty work with the installation of the new landscaping. The Board agreed to table this item until the next meeting to give the developer time to review current the contract with Cornerstone on installation obligations.

4/0 - Motion passed unanimously

E. General Matters of the District

There were no general matters of the District to discuss at this time.

4. RECESS TO PUBLIC HEARING

Mrs. Nussel directed the Board to recess to the public hearings.

5. PUBLIC HEARING ON LEVYING DEBT ASSESSMENTS ON EXPANSION AREA A. Open Public Hearing on Levying Debt Assessments on Expansion Area

MOTION TO:	Open the public hearing.
MADE BY:	Supervisor Hills
SECONDED BY:	Supervisor Evans
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously

B. Staff Presentations

Mrs. Nussel and Mr. Vericker briefly went over the resolution and assessments for the expansion area.

C. Public Comments

There were no public comments.

D. Close the Public Hearing on Levying Debt Assessments on Expansion Area

1	1	1
1	1	2

112	MOTION TO:	Close the public hearing.	
113	MADE BY:	Supervisor Evans	
114	SECONDED BY:	Supervisor Hills	
115	DISCUSSION:	None further	
116	RESULT:	Called to Vote: Motion PASSED	
117		4/0 - Motion passed unanimously	

E. Consideration of Resolution 2020-06; Levying Debt Assessments on Expansion Area

The Board reviewed the resolution.

123	MOTION TO:	Approve Resolution 2020-06.
124	MADE BY:	Supervisor Hills
125	SECONDED BY:	Supervisor Lefere
126	DISCUSSION:	None further
127	RESULT:	Called to Vote: Motion PASSED
128		4/0 - Motion passed unanimously

1. A. T.		
Mrs. Nusse	l directed the Board to	return and proceed to the regular meeting.
A. Con B. Con C. Con	nsideration of Minutes Insideration of Operation	of the Regular Meeting October 3, 2019 of the Regular Meeting February 27, 2020 on and Maintenance Expenditures Sep. 2019 – Feb ments Month Ending February 28, 2020
The Board	reviewed the Consent A	agenda items.
	MOTION TO:	Approve the Consent Agenda.
	MADE BY:	Supervisor Hills
	SECONDED BY:	Supervisor Lefere
	DISCUSSION:	None further
	RESULT:	Called to Vote: Motion PASSED
		4/0 - Motion passed unanimously
8 VENDO	OR/STAFF REPORTS	
A. Dist B. Dist	trict Counsel trict Engineer trict Manager	
A. Dist B. Dist C. Dist	trict Engineer	orts at this time.
A. Dist B. Dist C. Dist	trict Engineer trict Manager	orts at this time.
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A. Dist B. Dist C. Dist There were	trict Engineer trict Manager no additional staff repo	
A. Dist B. Dist C. Dist There were 9. SUPER There were	trict Engineer trict Manager no additional staff repo VISOR REQUESTS no supervisor requests.	

II, ADJ	OURNMENT	
	MOTION TO:	Adjourn.
	MADE BY:	Supervisor Hills
-		Supervisor Dister
		None Further
	RESULT:	Called to Vote: Motion PASSED
		4/0 - Motion Passed Unanimously
*Please no	ote the entire meeting is ava	ailable on disc.
*These mi	nutes were done in a summa	ary format.
Meeting n	•	upon which such appeal is to be based. a meeting by vote of the Board of Supervisors at a publicl
inceing in	eiu oii	_ ·
		Signature
Signature		
Signature Printed Na		Signature
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Signature Printed Na Title: Chair Vice Chair	ame	Signature Printed Name Title: Secretary Assistant Secretary Recorded by Records Administrator Signature
Signature Printed Na Title: Chair	ame	Signature Printed Name Title: Secretary Assistant Secretary Recorded by Records Administrator Signature
Signature Printed Na Title: Chair	ame	Signature Printed Name Title: Secretary Assistant Secretary Recorded by Records Administrator Signature

Ventana Community Development District Summary of Operations and Maintenance Invoices

	Invoice/Account		Vendor	
Vendor	Number	Amount	Total	Comments/Description
Monthly Contract				
Cornerstone	10 105645	\$ 7,560.00		Pond Mowing - March
First Choice Aquatic Weed Management, LLC	44692	826.00		Waterway Service - February
Meritus Districts	9670	3,877.63		Management Services - March
Monthly Contract Sub-Total		\$ 12,263.63		
Variable Contract				
Stantec	1629460	\$ 222.25		Professional Services - General Consulting - thru 02/21/20
Straley Robin Vericker	18029	1,190.95		Professional Services - General - thru 02/15/20
Straley Robin Vericker	18144	799.70	\$ 1,990.65	Professional Services - General - thru 03/15/20
Variable Contract Sub-Total		\$ 2,212.90		
Utilities				
Tampa Electric	22100698276 030620	\$ 110.91		Electric Service - thru 03/03/20
Tampa Electric	221007554076 030620	288.84		Electric Service - thru 03/03/20
Tampa Electric	221007754494 030620	357.25		Electric Service - thru 03/03/20
Tampa Electric	221007762638 030620	393.46		Electric Service - thru 03/02/20
Tampa Electric	221007764683 030620	242.57	\$ 1,393.03	Electric Service - thru 03/02/20
Utilities Sub-Total		\$ 1,393.03		
Regular Services				
Tampa Bay Times	67638 030620	\$ 964.00		Assessments (1 of 2) - 03/06/20
Tampa Bay Times	67638 031320	960.00	\$ 1,924.00	Assessments (2 of 2) - 03/13/20
Regular Services Sub-Total		\$ 1,924.00		

Ventana Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL		\$ 17,793.56		

Approved (with any necessary revisions noted):

Signature Printed Name

Title (check one):

[] Chairman [] Vice Chairman [] Assistant Secretary

Invoice

Tree Farm 2, Inc.

DBA Cornerstone Solutions Group
14620 Bellamy Brothers Blvd Dade City, FL 33525

 Date
 Invoice #

 03/01/2020
 10-105645

Phone 866-617-2235 Fax 866-929-6998 AR@CornerstoneSolutionsGroup.com

Invoice Created By

Tax ID: 61-1632592 www,CornerstoneSolutionsGroup.com

Bill To			
Ventana Community Ventana CDD	Developr	nent District	

Field Mgr/Super:	
Ship To	
Ventana Tampa, FL	

P.O. No.		W.O. No.	Account #	Cost Code	Terms	Project	ect	
					Net 30	Pond Bank Maintena	nce, #MAINT.	
Quantity		Descrip	tion	U/M	Rate	Serviced Date	Amount	
1	Pond Mowing for March 2020			2,310	.00	2,310.0		
1		2020 billing for Venta , Cul de Sacs mainte	na- Common Areas, nance		5,250.00		5,250.00	
		Co	rne	ret	nna	5		
		U	JIIIG		UIII	.al		

Accounts over 60 days past due will be subject to credit hold and services may be suspended. All past due amounts are subject to interest at 1.5% per month plus costs of collection including attorney fees if incurred.

Total	\$7,560.00
Payments/Credits	\$0.00
Balance Due	\$7,560.00

53900 143 S

Invoice

First Choice Aquatic Weed Management, LLC P.O. Box 593258 Orlando, FL 32859

Phone: 407-859-2020 Fax: 407-859-3275

Date	Invoice #
2/25/2020	44692

Bill To

Ventana CDD c/o Meritus Corp. 2005 Pan Am Circle, Suite 300 Tampa, FL 33607

Customer P.O. No.	Payment Terms	Due Date
	Net 30	3/26/2020
	1,000	

Description	Amount	
lonthly waterway service for 9 ponds associated with Ventana CDD	826.00	

Thank you for your business.

Total	\$826.00
Payments/Credits	\$0.00
Balance Due	\$826.00

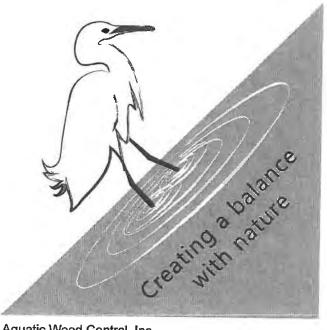
N. A. State		S	Servic	e Re	рог	t	7				-		
Customer:	Ven	tan	9	CDI	>_		Da	ate:	2 01 20	220		AND THE REAL PROPERTY.	luled Service
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7 7 84												Remove Follow	val ⁄-up Service
Site / Lake Number	ogsuj	Treatment	Boar ATT	Thuck	Al- Al-	1 986 / Sep. / S	Subre	Float	Chemistry	Water	/6/ ₆ /	Rest.	Water Conditions
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First Choice

Aquatic Weed Management, LLC

6536 Pineca stle Blvd. Ste. A Orlando, FL 32809 800-543-6694

- Algae and Aquatic Weed Control
- Wetland Restoration and Management
- Native Plantings
- Physical Weed Removals
- Fish Stocking & Custom Barriers



Meritus Districts

2005 Pan Am Circle Suite 300 Tampa, FL 33607

Voice: 813-397-5121 Fax: 813-873-7070 INVOICE

Invoice Number: 9670

Invoice Date: Mar 1, 2020

Page: 1

Bill To:	Ship to:
Ventana CDD 2005 Pan Am Circle Suite 300 Tampa, FL 33607	

Customer ID	Customer PO	Payment Terms Net Due	
Ventana CDD			
	Shipping Method	Ship Date	Due Date
	Best Way		3/1/20

Quantity	Item	Description	Unit Price	Amount
		District Management Services - March		3,750.00
		Website Administration		125.00
		Postage - January		2.63

Subtotal	3,877.63
Sales Tax	
Total Invoice Amount	3,877.63
Payment/Credit Applied	
TOTAL	3,877.63

INVOICE

Page 1 of 1

1629460

138587

215613307

215613307



Invoice Number Invoice Date March 4, 2020 **Purchase Order Customer Number Project Number**

Bill To

Ventana CDD Accounts Payable c/o Meritus Districts 2005 Pan Am Circle Suite 300 Tampa FL 33607 United States

Please Remit To

Stantec Consulting Services Inc. (SCSI) 13980 Collections Center Drive Chicago IL 60693 United States

Project Ventana CDD

Project Manager

Stewart, Tonja L

222.25

For Period Ending

February 21, 2020

Current Invoice Total (USD)

Process requisitions; initiate pwnership review

Top Task 2020 2020 FY General Consulting

Professional Services

Billing Level		Current Hours	Rate	Current Amount
Level 06	Nurse, Vanessa M	1.75	127.00	222.25
	Subtotal Professional Services	1.75	-	222.25
Top Task Subtotal	2020 FY General Consulting			222.25
	Total Fees & Disbursements			222,25
	INVOICE TOTAL (USD)			222.25

Due upon receipt or in accordance with terms of the contract

Please contact Summer Fillinger if you have any questions concerning this invoice. Phone: (239) 985 - 5515 E-mail: Summer.Fillinger@Stantec.com ** PLEASE SEND AN INVOICE # WITH PAYMENT ** Thank you.

513 DU 3103

Straley Robin Vericker

1510 W. Cleveland Street
Tampa, FL 33606
Telephone (813) 223-9400 * Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

Ventana Community Development District c/o Meritus Districts 2005 PAN AM CIRCLE, SUITE 300 Tampa, FL 33607 February 25, 2020
Client: 001470
Matter: 000001
Invoice #: 18029

Page: 1

RE: General

For Professional Services Rendered Through February 15, 2020

SERVICES

Date	Person	Description of Services	Hours	
1/28/2020	JMV	REVIEW COMMUNICATION FROM A. WOLFE.	0.2	
2/6/2020	LB	RESEARCH INFORMATION ON THE DISTRICT ESTABLISHMENT DATE, QUALIFIED ELECTORS AS OF 2019 AND STATUS OF TURNOVER TO RESIDENT BOARD; PREPARE MEMO RE SAME.	0.2	
2/10/2020	JMV	REVIEW BOCC AGENDA RE: CDD BOUNDARY AMENDMENT; REVIEW STAFF REPORT.	0.7	
2/11/2020	JMV	PREPARE FOR AND ATTEND BOCC MEETING.	2.1	
2/11/2020	LB	PREPARE DRAFT AMENDED NOTICE OF ESTABLISHMENT FOR EXPANSION OF THE DISTRICT.	0.7	
2/13/2020	LB	EMAILS TO AND FROM B. CRUTCHFIELD RE NOVEMBER LANDOWNERS ELECTIONS; RESEARCH RE SEATS UP IN NOVEMBER FOR THE LANDOWNERS ELECTION.	0.2	
2/14/2020	LB	FINALIZE THIRD AMENDED NOTICE OF ESTABLISHMENT RE EXPANSION OF THE DISTRICT; PREPARE TRANSMITTAL LETTER TO CLERK OF COURT RE RECORDING OF SAME.	0.5	
		Total Professional Services	4.6	\$1,155.00

PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	3.0	\$915.00

February 25, 2020 Client: 001470 Matter: 000001 Invoice #: 18029

Page: 2

PERSON RECAP

PersonHoursAmountLBLynn Butler1.6\$240.00

DISBURSEMENTS

DateDescription of DisbursementsAmount2/14/2020Clerk, Circuit Court, Hillsborough County- Recording Fees- Recording fees for amended notice of establishment\$35.502/15/2020Photocopies (3 @ \$0.15)\$0.45Total Disbursements\$35.95

Total Services \$1,155.00
Total Disbursements \$35.95

Total Current Charges \$1,190.95

PAY THIS AMOUNT \$1,190.95

Please Include Invoice Number on all Correspondence

51410

Straley Robin Vericker

1510 W. Cleveland Street
Tampa, FL 33606
Telephone (813) 223-9400 * Facsimile (813) 223-5043
Federal Tax Id. - 20-1778458

Ventana Community Development District c/o Meritus Districts 2005 PAN AM CIRCLE, SUITE 300 Tampa, FL 33607 March 23, 2020

Client: 001470 Matter: 000001 Invoice #: 18144

Page: 1

RE: General

For Professional Services Rendered Through March 15, 2020

SERVICES

Date	Person	Description of Services	Hours	
2/18/2020	LB	PREPARE EMAIL TO THE DISTRICT MANAGER TRANSMITTING RECORDED THIRD AMENDED NOTICE OF ESTABLISHMENT FOR THE EXPANSION OF THE DISTRICT FOR THE DISTRICT'S RECORDS.	0.1	
2/24/2020	JMV	REVIEW EMAIL FROM N. DISTER; REVIEW RESOLUTION; DRAFT EMAIL TO N. DISTER.	0.4	
2/26/2020	JMV	REVIEW COMMUNICATION FROM N. DISTER; DRAFT EMAIL TO N. DISTER; REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.5	
2/27/2020	JMV	TELEPHONE CALL WITH T. STEWART; PREPARE FOR AND ATTEND CDD BOARD MEETING.	0.7	
2/28/2020	JMV	TELEPHONE CALL FROM T. STEWART RE: CDD ENGINEER'S REPORT; REVIEW COMMUNICATION FROM T. STEWART.	0.3	
3/2/2020	JMV	REVIEW LEGAL NOTICE.	0.1	
3/4/2020	JMV	REVIEW AGENDA PACKET AND PREPARE FOR CDD BOARD MEETING.	0.3	
3/5/2020	JMV	REVIEW COMMUNICATION FROM D. NUSSEL RE: CDD BOARD MEETING; DRAFT EMAILS TO D. NUSSEL.	0.2	
		Total Professional Services	2.6	\$777.50

March 23, 2020

Client: 001470 Matter: 000001 Invoice #: 18144

Page: 2

PERSON RECAP

 Person
 Hours
 Amount

 JMV
 John M. Vericker
 2.5
 \$762.50

 LB
 Lynn Butler
 0.1
 \$15.00

DISBURSEMENTS

DateDescription of DisbursementsAmount2/14/2020XPRESS DELIVERIES, LLC- Courier Service-\$21.753/15/2020Photocopies (3 @ \$0.15)\$0.45

Total Disbursements \$22.20

Total Services \$777.50
Total Disbursements \$22.20

Total Current Charges \$799.70

PAY THIS AMOUNT \$799.70

51400 3107

 $\mathcal{D}N$

Please Include Invoice Number on all Correspondence

tampaelectric.com

fyP8 & in

Statement Date: 03/06/2020 Account: 221006978276

Current month's charges:

\$110.91 \$110.91

Total amount due: Payment Due By:

03/27/2020

30000054-0000563-Page 15 of 22

VENTANA COMMUINTY DEVELOPMENT DISTRICT 11002 FERN HILL DR RIVERVIEW, FL 33578

Your Account Summary Previous Amount Due

Payment(s) Received Since Last Statement

Current Month's Charges

Total Amount Due

\$110.91

\$95.45

-\$95.45

\$110.91

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Zap Cap Systems® Premium Service and your wallet with free installation. Visit tampaelectric.com/zapcap or call 877-Surge22 to learn more and sign up.



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Account: 221006978276

Current month's charges: \$110.91 Total amount due: \$110.91 Payment Due By: 03/27/2020

Amount Enclosed

658790683544

VENTANA COMMUINTY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-2529

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318





tampaelectric.com

Multiplier

1

Account:

221006978276

Statement Date:

03/06/2020

Current month's charges due 03/27/2020



Details of Charges - Service from 02/04/2020 to 03/03/2020

Service for: 11002 FERN HILL DR, RIVERVIEW, FL 33578

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	= Tot	al Used	
C58715 03/03/2020		4,171	3,173	99	998 kWh	
Basic Servic	e Charge			\$18.06		
Energy Char	ge	998	kWh @ \$0.06010/kV	Wh \$59.98		
Fuel Charge		998	kWh @ \$0.03016/kV	Wh \$30.10		
Florida Gross	s Receipt Tax			\$2.77		
Electric Ser	vice Cost				\$110.91	
Total Cu	rrent Month's C	harges			\$110.91	
				-		

Tampa Electric Usage History Kilowatt-Hours Per Day

Billing Period

29 Days



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fyPS·器 in

Statement Date: 03/06/2020 Account: 221007554076

Current month's charges: \$288.84 Total amount due: \$288.84 Payment Due By: 03/27/2020



VENTANA COMMUINTY DEVELOPMENT DISTRICT 10370 SYMMES RD RIVERVIEW, FL 33578

Your Account Summary \$266.07 Previous Amount Due Payment(s) Received Since Last Statement -\$266.07 **Current Month's Charges** \$288.84 **Total Amount Due** \$288.84



Amount not paid by due date may be assessed a late payment charge and an additional deposit.



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Account: 221007554076

Current month's charges: \$288.84 Total amount due: \$288.84 Payment Due By: 03/27/2020

Amount Enclosed

656321557398

MAR 11 2020

VENTANA COMMUINTY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-6008

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318



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Account:

221007554076

Statement Date:

03/06/2020

Current month's charges due 03/27/2020



00000054-0000558-Page 5 of 22

Details of Charges – Service from 02/04/2020 to 03/03/2020

Service for: 10370 SYMMES RD, RIVERVIEW, FL 33578

Rate Schedule: General Service - Non Demand

Meter Location: IRR

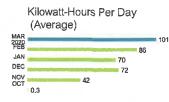
Meter Number	Read Date	Cur Rea	rent ding	Previous Reading	==	Total	Used
K31566	03/03/2020	11,3	334	8,414		2,920	kWh
Basic Service	e Charge					\$18.06	
Energy Cha	rge		2,920 kW	/h @\$0.06010/kV	٧h	\$175.49	
Fuel Charge	1		2,920 kW	/h @ \$0.03016/kV	٧h	\$88.07	
Florida Gros	s Receipt Tax					\$7.22	
Electric Ser	vice Cost						\$288.84
Total Cu	rrent Month	's Charges					\$288.84

Tampa Electric Usage History

Multiplier 1

Billing Period

29 Days



10000054-0000559-Page 7 of 22



VENTANA COMMUINTY DEVELOPMENT DISTRICT

ACCOUNT INVOICE

tampaelectric.com

fyps # in

Statement Date: 03/06/2020 Account: 221007754494

Current month's charges: Total amount due:

\$357.25

\$357.25

Payment Due By:

03/27/2020

Your Account Summary

11114 FERN HILL DR, GATE RIVERVIEW, FL 33578

\$0.00 Previous Amount Due \$0.00 Payment(s) Received Since Last Statement **Current Month's Charges** \$357.25

\$357.25 **Total Amount Due**

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Account: 221007754494

Current month's charges: \$357.25 \$357.25 Total amount due: Payment Due By: 03/27/2020

Amount Enclosed

671136322510

VENTANA COMMUINTY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-2529

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318

156





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Account:

221007754494

Statement Date:

03/06/2020

Current month's charges due 03/27/2020



Details of Charges - Service from 02/17/2020 to 03/03/2020

Service for: 11114 FERN HILL DR, GATE, RIVERVIEW, FL 33578

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	Previous Reading	= Total	l Used	Multiplier	Billing Period
K64274	03/03/2020	705	0	705	5 kWh	1	16 Days
Basic Servic Energy Char Fuel Charge Florida Gross Electric Ser State Tax	ge s Receipt Tax		5 kWh @ \$0.06010/kWh 5 kWh @ \$0.03016/kWh			· ·	urs Per Day
	c Cost, Local Fees and Ta	xes			\$82.25		
Other Fees a Electric Sec	and Charges urity Deposit etion Chrg Initial			\$200.00 \$75.00			
Total Other	Fees and Charges				\$275.00		
Total Cu	rrent Month's Char	ges		_	\$357.25		

Important Messages

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Prorated Bill

Some charges have been prorated where required to reflect a longer or shorter than normal billing period due to a meter change or final bill.



9935 SYMMES RD PH 2A, LIGHTS

RIVERVIEW, FL 33579

Total Amount Due

VENTANA COMMUNTY DEVELOPMENT DISTRICT

ACCOUNT INVOICE

tampaelectric.com

fyps hin

Statement Date: 03/06/2020 Account: 221007762638

Current month's charges: Total amount due:

\$393,46

Payment Due By:

03/27/2020

\$393.46



Your Account Summary Previous Amount Due \$0.00 \$0.00 Payment(s) Received Since Last Statement **Current Month's Charges** \$393.46

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\$393.46

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Account: 221007762638

Current month's charges: \$393.46 Total amount due: \$393.46 Payment Due By: 03/27/2020

Amount Enclosed

666198059522

VENTANA COMMUINTY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300

TAMPA, FL 33607-2529

MAIL PAYMENT TO: **TECO** P.O. BOX 31318 TAMPA, FL 33631-3318





tampaelectric.com



Account:

221007762638

Statement Date:

03/06/2020

Current month's charges due 03/27/2020



Details of Charges – Service from 02/24/2020 to 03/02/2020

Service for: 9935 SYMMES RD PH	Rate Schedule: Lig	hting Service	
Lighting Service Items LS-1 (Brig	ht Choices) for 8 days		
Lighting Energy Charge	169 kWh @\$0.02871/kWh	\$4.85	
Fixture & Maintenance Charge	38 Fixtures	\$111.16	
Lighting Pole / Wire	38 Poles	\$218.17	
Lighting Fuel Charge	169 kWh @\$0.02989/kWh	\$5:05	
Florida Gross Receipt Tax		\$0.25	
Franchise Fee		\$22.24	
Municipal Public Service Tax		\$0.68	
State Tax		\$31.06	
Lighting Charges	_		\$393.46
Total Current Month's C	harges	\$3	93.46

Important Messages

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Prorated Bill

Some charges have been prorated where required to reflect a longer or shorter than normal billing period due to a meter change or final bill.



VENTANA COMMUINTY DEVELOPMENT DISTRICT

VENTANA PH 1B FERN HILL DR, LIGHTS

RIVERVIEW, FL 33578

ACCOUNT INVOICE

tampaelectric.com



\$242.57

\$242.57

03/27/2020

Statement Date: 03/06/2020 Account: 221007764683

Current month's charges: Total amount due:

Payment Due By:

Your Account Summary Previous Amount Due \$0.00 Payment(s) Received Since Last Statement \$0.00 Current Month's Charges \$242.57 Total Amount Due \$242.57

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SYSTEMS®

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See reverse side for more information

Account: 221007764683

Current month's charges:\$242.57Total amount due:\$242.57Payment Due By:03/27/2020

Amount Enclosed

666198059523

VENTANA COMMUINTY DEVELOPMENT DISTRICT 2005 PAN AM CIR, STE 300 TAMPA, FL 33607-2529

MAIL PAYMENT TO: TECO P.O. BOX 31318 TAMPA, FL 33631-3318





tampaelectric.com



 Account:
 221007764683

 Statement Date:
 03/06/2020

 Current month's charges due
 03/27/2020



Details of Charges - Service from 02/25/2020 to 03/02/2020

Service for: VENTANA PH 1B FERN HILL	Rate Schedule: Lighting Service	
Lighting Service Items LS-1 (Bright Ch	oices) for 7 days	
Lighting Energy Charge	103 kWh @\$0.02871/k	Wh \$2.96
Fixture & Maintenance Charge	27 Fixtures	\$67.45
Lighting Pole / Wire	27 Poles	\$135.64
Lighting Fuel Charge	103 kWh @\$0.02989/k	Wh \$3.08
Florida Gross Receipt Tax		\$0.15
Franchise Fee		\$13.71
Municipal Public Service Tax		\$0.42
State Tax		\$19.16
Lighting Charges		\$242.57

Total Current Month's Charges

\$242.57

Important Messages

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Prorated Bill

Some charges have been prorated where required to reflect a longer or shorter than normal billing period due to a meter change or final bill.

Tampa Bay Times

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Adv	vertiser Name		
03/ 6/20	VENTANA CDD	VENTANA CDD		
Billing Date	Sales Rep	Customer Account		
03/06/2020	Deirdre Almeida	99212		
Total Amount D	ue	Ad Number		
\$964.00		0000067638		

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
03/06/20	03/06/20	0000067638	Times	Comm News	Assessments AffidavitMaterial	1	4x16.00 IN	\$960.00 \$4.00
						AND COMMENTS	ECE MAR 1.1	
					51300/4801			
								5

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Tampa Bay Times tampabay.com

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

VENTANA CDD ATTN: MERITUS 2005 PAM AM CIRCLE #300 TAMPA, FL 33607

Advertising Run Dates	Adv	Advertiser Name			
03/ 6/20	VENTANA CDD	VENTANA CDD			
Billing Date	Sales Rep	Customer Account			
03/06/2020	Deirdre Almeida	99212			
Total Amount	Due	Ad Number			
\$964.00		0000067638			

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TIMES PUBLISHING COMPANY

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Times Publishing Company DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396

Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Hillsborough

 $_{SS}$

Before the undersigned authority personally appeared Deirdre Almeida who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Assessments was published in Tampa Bay Times: 3/6/20, 3/13/20 in said newspaper in the issues of Tampa Bay Times\Community

Newspapers\Brandon

Affiant further says the said **Tampa Bay Times** is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribes before me this .03/13/2020

Signature of Notary Public

Personally known X or produced identification

Type of identification produced



Notice of Regular Meeting and Public Hearing to Consider Adoption of Assessment Roll and Imposition of Special Assessments Pursuant to Chapters 170, 190 and 197, Florida Statutes, by the Ventana Community Development District

The Board of Supervisors ("Board") of the Ventana Community Development District ("District") will hold a regular meeting and public hearing on April 2, 2020 at 2:00 p.m., at the offices of District Management Services LLC, d/b/a Meritus Districts, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607.

The purpose of the public hearing will be to consider the adoption of an assessment roll and to provide for the lavy, collection and enforcement of proposed special assessments that will secure the Districts proposed Special Assessment Revenue Bonds. At this hearing, the Board will hear testimony from any interested property owners as to the propriety and advisability of the special assessments on certain benefitting lands within the District, more fully described in the Expansion Area Master Assessment Methodology Report dated February 27, 2020. The proposed bonds will fund a pertion of the public improvements described in the Report of the District Engineer dated February 27, 2020. The Board will sit as an equalizing board to consider comments on these assessments. The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$4,245,000 in debt to be assessed by the District, exclusive of interest, fees and costs of collection or enforcement. The proposed schedule of assessments is as follows:

THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") of the Ventana Community Development District (the "District") has determined to construct and/or acquire certain public Improvements (the "Project") set forth in the plans and specifications as described in the Report of the District Engineer dated February 27, 2020, which is available for review at the offices of District Management Services LLC, 6½ Meritus Corp, located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District Office"); and

WHEREAS, the Board finds that it is in the best interest of the District to pay the cost of the Project by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapters 170 and 190, Florida Statutes (the "Assessments"): and sessments"); and

WHEREAS, the District is empowered by Chapter 190, Uniform Community Development Act, and Chapter 170, Supplemental Alternative Method of Making Local and Municipal improvements, of Florida Statules, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy, and collect the Assessments; and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefits to the property improved.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT THAT:

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

Assessments shall be levied to defray a portion of the cost of the Project.

- The nature of the Project generally consists of master improvements consisting of roads, water management and control, water supply, sewer and wastewater management, electrical power, landscaping, hardscaping and irrigation, all as described more particularly in the plans and specifications on file at the District Office, which are by specific reference incorporated herein and made part hereof.
- The general locations of the Project are as shown on the plans and specifications referred to above.
- The estimated cost of the Project as stated in the Engineer's Report is approximately \$3,160,000 (hereinafter referred to as the "Estimated Cost").
- As stated in the Assessment Report, the Assessments will defray approximately \$4,245,000 of the expenses, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency, all which shall be financed by the District's proposed bonds, in one or more series.
- The manner in which the Assessments shall be made is bas The manner in which the Assessments shall be made is based upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report. As provided in further detail in the Assessment Report, the Assessments will be levied initially on a per acre basis since the Project Increases the value of all the lands within the District. On and after the date benefited lands within the District. On and after the date benefited lands within the District are specifically platted, the Assessments as to platted lots will be levied in accordance with the Assessment Report. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments will be imposed on unplatted lands shall be on a per acre basis in accordance with the Assessment Report.
- In the event the actual cost of the Project exceeds the Estimated Cost, such excess shall also be paid by the District from its general revenues if available or additional assessments or contributions from
- The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and abutting upon the Project or specially benefited thereby and further designated by the assessment plat hereinafter provided for.
- There is on file at the District Office an assessment plat showing the expansion area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open to inspection by the public.
- The Chairman of the Board has caused the District Manager to prepare a preliminary assessment roll, a copy of which is attached in the Assessment Report, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Manager's office.
- report which is on the at the Distinct Manager's office.

 In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost of the Project acquired by the District, the Assessments shall be paid in not more than thirty annual installments payable at the same time and in the same manner as are ad-valorem taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non ad valorem assessment method of collecting the Assessments not is not available to the District in any year, or the District determines not is not available to the District in any year, or the District determines not so to utilize the provision of Chapter 197, F.S. the Assessments may be collected as is otherwise permitted by law.

PASSED AND ADOPTED THIS 27TH DAY OF FEBRUARY, 2020.

Assessments; and WHEREAS, the District hereby determines that benefits will accrue to the properly improved, the amount of those benefits, and that the Assessments will be made in proportion to the benefits received as set forth in the District Special Assessment Methodology Report for the Expansion Area dated February 27, 2020 (the "Assessment Report") incorporated by reference as part of this Resolution and on file at the District Office; and **Preliminary Assessment Schedule** ASSESSMENT ROLL \$4,245,000.00 ANNUAL ASSESSMENT \$308,394,63 TOTAL GROSS ASSESSABLE ACRES +/+ 16.65 TOTAL ASSESSMENT FER ASSESSABLE GROSS ACRE \$254,954.95 ANNUAL ASSESSMENT FOR GROSS ASSESSABLE ACRE. \$28,522.20 Name, Hillsborough County Polio ID & Address Lides Grove LLC Police ID 077201-0000 for 077956-64073 III S. Armenia Avenue, Suite 208 mpa, Fl. 33609 \$4,245,000,00 \$308,394.63

The Board meeting and public hearing are open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. The Board meeting and/or the public hearing may be continued in progress to a date and time certain announced at the meeting and/or hearing.

If anyone chooses to appeal any decision made by the Board with respect to any matter considered at the meeting or public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations at the meeting or hearing because of a disability or physical impairment should contact the District Office at (813) 873-7300 at least two (2) calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 for aid in contacting the District office.

VENTANA CDD LOCATION MAP



RESOLUTION NO. 2020- 03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTANA
COMMUNITY DEVELOPMENT DISTRICT DECLARING NON-AD
VALOREM SPECIAL ASSESSMENTS; INDICATING THE LOCATION,
NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS
WHICH COST IS TO BE DEFRAYED IN WHOLE OR IN PART BY
THE SPECIAL ASSESSMENTS, PROVIDING THE PORTION OF
THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE
FRAYED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS,
PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS
SHALL BE MADE; PESIGNATING LANDS UPON WHICH THE
SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR
AN ASSESSMENT SHALL BE LEVIED; PROVIDING FOR
AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF AN
PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AND SETTING
THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER RESOLUTION NO. 2020-03

s/ Debby Nussel Assistant Secretary/Secretary

Community Development District /s/ Jeffery S. Hills Jeffery S. Hills Chair of the Board of Supervisors

Tampa Bay Times tampabay.com

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396
Toll Free Phone: 1 (877) 321-7355
Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates		Advertiser Name		
03/13/20	VENTANA CDD			
Billing Date	Sales Rep	Customer Account		
03/13/2020	Deirdre Almeida	99212		
Total Amount D	Due	Ad Number		
\$960.00		0000067638		

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
2 4	03/13/20	0000067638	Times	Comm News	Assessments	1	4x16.00 IN	\$960.00
								5/300
								Hear

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Tampa Bay Times tampabay.com

DEPT 3396 PO BOX 123396 DALLAS, TX 75312-3396 Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

VENTANA CDD ATTN: MERITUS 2005 PAM AM CIRCLE #300 TAMPA, FL 33607

Advertising Run Dates	Ad	vertiser Name	
03/13/20	VENTANA CDD		
Billing Date	Sales Rep	Customer Account	
03/13/2020	Deirdre Almeida	99212	
Total Amount I	Due	Ad Number	
\$960.00		0000067638	

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DALLAS, TX 75312-3396

Tampa Bay Times Published Daily

STATE OF FLORIDA COUNTY OF Hillsborough

 $_{SS}$

Before the undersigned authority personally appeared Deirdre Almeida who on oath says that he/she is Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter RE: Assessments was published in Tampa Bay Times: 3/6/20, 3/13/20 in said newspaper in the issues of Tampa Bay Times\Community

Newspapers\Brandon

Affiant further says the said Tampa Bay Times is a newspaper published in Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature Affiant

Sworn to and subscribed before me this .03/13/2020

Signature of Notary Public

Personally known X or produced identification

Type of identification produced



Notice of Regular Meeting and Public Hearing to Consider Adoption of Assessment Roll and Imposition of Special Assessments Pursuant to Chapters 170, 190 and 197, Florida Statutes, by the Ventana Community Development District

The Board of Supervisors ("Board") of the Ventana Community Development District ("District") will hold a regular meeting and public hearing on April 2, 2020 at 2:00 p.m., at the offices of District Management Services LLC, d/b/a Meritus Districts, located at 2005 Pan Am Circle, Suite 300,

The purpose of the public hearing will be to consider the adoption of an assessment roll and to provide for the levy, collection and enforcement of proposed special assessments that will secure the District's proposed Special Assessment Revenue Bonds. At this hearing, the Board will hear testimony from any interested property owners as to the propriety advisability of the special assessments on certain benefitting lands within the District, more fully described in the Expansion Area Master Assessment Methodology Report dated February 27, 2020. The proposed bonds will fund a portion of the public Improvements described in the Report of the District Engineer dated February 27, 2020. The Board will sit as an equalizing board to consider comments on these assessments. The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes.

The annual principal assessment levied against each parcel will be based on repayment over thirty (30) years of the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$4,245,000 in debt to be assessed by the District, exclusive of interest, fees and costs of collection or enforcement. The proposed schedule of assessments is as follows:

THE ADVISABILITY AND PROPRIETY OF SAID ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the "Board") of the Ventana Community Development District (the "District") has determined to construct and/or acquire certain public improvements (the "Project") set forth in the plans and specifications as described in the Report of the District Engineer dated February 27, 2020, which is available for review at the offices of District Management Services LLC, 40½ Alleftus Corp., located at 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (the "District Office"); and

WHEREAS, the Board finds that it is in the best interest of the District to pay whences, the Project by imposing, levying, and collecting non-ad valorem special assessments pursuant to Chapters 170 and 190, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, Uniform Community Development Act, and Chapter 170, Supplemental Atternative Method of Making Local and Municipal Improvements, of Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Project and to impose, levy, and collect the Assessments; and

1. The foregoing recitals are hereby incorporated as the findings of fact of the Board.

Assessments shall be levied to defray a portion of the cost of the

- The nature of the Project generally consists of master improvements consisting of roads, water management and control, water supply, sewer and wastewater management, electrical power, landscaping, hardscaping and imjation, all as described more particularly in the plans and specifications on file at the District Office, which are by specific reference incorporated herein and made part hereof.
- The general locations of the Project are as shown on the plans and specifications referred to above.
- The estimated cost of the Project as stated in the Engineer's Report is approximately \$3,160,000 (hereinafter referred to as the "Estimated Cost").
- As stated in the Assessment Report, the Assessments will defray approximately \$4,245,000 of the expenses, which includes the Estimated Cost, plus financing related costs, capitalized interest, a debt service reserve and contingency, all which shall be financed by the District's proposed bonds, in one or more series.
- The manner in which the Assessments shall be made is based upon an The manner in which the Assessments shall be made is based upon an allocation of the benefits among the parcels or real property benefited by the Project as set forth in the Assessment Report. As provided in further detail in the Assessment Report, the Assessments will be levied initially on a per acre basis since the Project increases the value of all the lands within the District. On and after the date benefited lands within the District are specifically platted, the Assessments as to platted lots will be levied in accordance with the Assessments as to platted lots will be levied in accordance with the Assessment Report. Until such time that all benefited lands within the District are specifically platted, the manner by which the Assessments will be imposed on unplatted lands shall be on a per acre basis in accordance with the Assessment Report.
- In the event the actual cost of the Project exceeds the Estimated Cost, such excess shall also be paid by the District from its general revenues if available or additional assessments or contributions from other entities.
- The Assessments shall be levied in accordance with the Assessment Report referenced above on all lots and lands, within the District, which are adjoining and contiguous or bounding and abutting upon the Project or specially benefited thereby and further designated by the assessment plat hereinafter provided for.
- There is on file at the District Office an assassment plat showing the expansion area to be assessed, with the plans and specifications describing the Project and the Estimated Cost, all of which shall be open to inspect
- The Chairman of the Board has caused the District Manager to prepare a preliminary assessment roll, a copy of which is attached in the Assessment Report, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment is divided. The preliminary assessment roll is part of the Assessment Report which is on file at the District Manager's office.
- In accordance with the Assessment Report and commencing with the year in which the District is obligated to make payment of a portion of the Estimated Cost of the Project acquired by the District, the Assessments shall be paid in not more than thirty annual installments payable at the same time and in the same manner as are ad-valorent taxes and as prescribed by Chapter 197, Florida Statutes; provided, however, that in the event the non ad valorem assessment method of collecting the Assessments is not available to the District in any year, or the District determines not to utilize the provision of Chapter 197, FS. the Assessments may be collected as is otherwise permitted by law.

PASSED AND ADOPTED THIS 27TH DAY OF FEBRUARY, 2020.

than \$4,245,000 in debt to be assessed by the District, e. fees and costs of collection or enforcement. The projection	xclusive of interest,	Assessments; and		,
assessments is as follows:	posed contouring of	WHEREAS, the Distr	ict hereby deter	mines that benefits will accrue to the property improved, the amount
Preliminary Ass	essment Sched	lule		of those benefits, and that the
ASSESSA	MENT ROLL		Chicago de Co	Assessments will be made in proportion to the benefits received
TOTAL ASSESSMENT)	\$4,245,000.00			as set forth in the District's Master Special Assessment Methodology
ANNUAL ASSESSMENT:	\$308.394.63	(30 Installments)		Report for the Expansion Area dated February 27, 2020 (the "Assessment Report")
TOTAL GROSS ASSESSAE	SLE ACRES +/ M.	65		incorporated by reference as part
TOTAL ASSESSMENT PER ASSESSABLE	GROSS ACRB \$254,5	54.95		of this Resolution and on file at the District Office: and
ANNUAL ASSESSMENT PER GROSS ASSE	SSABLE ACREA \$18.5	22.20 (30 Installments)		WHEREAS, the District hereby
		PER PARCEL	ASSESSMENTS	determines that the Assessments
Landoverer Name, Hillsbor ough County Polis ID & Address		replaced Total ile Acres PAR Dubt	Total Annual	to be levied will not exceed the benefits to the property improved.
Edm Grove LLC	16	65 \$4,245,000,00	\$306,39+.63	NOW, THEREFORE, BE IT
Folio ID 077201-0000 &z 077954-6402				RESOLVED BY THE
III S. Armenia Avenue, Suitu 203 Tampa, FL 33609				BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT THAT:
Totals	16	65 \$4,245,000,00	\$305,394.63	
				1. The foregoing recitals are hereby

The Board meeting and public hearing are open to the public and will be conducted in accordance with the provisions of Florida Law for community development districts. The Board meeting and/or the public hearing may be continued in progress to a date and time certain announced at the meeting

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VENTANA CDD LOCATION MAP



RESOLUTION NO. 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VENTANA COMMUNITY DEVELOPMENT DISTRICT DECLARING NON-AND VALOREM SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE PUBLIC IMPROVEMENTS WHICH COST IS TO BE DEFRAVED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE PUBLIC IMPROVEMENTS TO BE DEFRAVED IN WHOLE OR IN PART BY THE SPECIAL ASSESSMENTS; PROVIDING THE MADIE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE MADE; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT, AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING TO CONSIDER

/s/ Debby Nussel Debby Nussel Assistant Secretary/Secretary Ventana Community Development District

/s/ Jeffery S. Hills Jeffery S. Hills Chair of the Board of Supervisors

Ventana Community Development District

Financial Statements (Unaudited)

Period Ending March 31, 2020



Meritus Districts

2005 Pan Am Circle ~ Suite 300 ~ Tampa, FL 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

Balance Sheet

As of 3/31/2020 (In Whole Numbers)

	General Fund	Debt Service Fund - Series 2018	Capital Projects Fund - Series 2018	General Fixed Assets	General Long-Term Debt	Total
Assets						
CashOperating Account (Suntrust)	177,663	0	0	0	0	177,663
Investment-Revenue 2018 (6000)	0	840,301	0	0	0	840,301
Investment-Interest 2018 (6001)	0	0	0	0	0	0
Investment-Reserve 2018 (6003)	0	798,863	0	0	0	798,863
Investment-Construction 2018 (6005)	0	0	23	0	0	23
Investment-Amenity 2018 (6006)	0	0	1,410,419	0	0	1,410,419
Investment-Cost of Issuance 2018 (6007)	0	0	0	0	0	0
Accounts Receivable - Other	0	0	0	0	0	0
Prepaid Items	0	0	0	0	0	0
Prepaid General Liability Insurance	0	0	0	0	0	0
Prepaid D & O Insurance	0	0	0	0	0	0
Prepaid Trustee Fees	0	0	0	0	0	0
Deposits	200	0	0	0	0	200
Construction Work in Progress	0	0	0	12,456,743	0	12,456,743
Amount Avail-Debt Service	0	0	0	0	1,064,825	1,064,825
Amount To Be Provided-Debt Service	0	0	0	0	15,365,175	15,365,175
Other	0	0	0	0	0	0
Total Assets	177,863	1,639,164	1,410,443	12,456,743	16,430,000	32,114,213
Liabilities						
Accounts Payable	2,586	0	0	0	0	2,586
Accounts Payable-Other	0	0	0	0	0	0
Retainage Payable	0	0	49,481	0	0	49,481
Due To Debt Service Fund	0	0	0	0	0	0
Accrued Expenses Payable	0	0	0	0	0	0
Other Current Liabilities	0	0	0	0	0	0
Revenue Bonds Payable - 2018	0	0	0	0	16,430,000	16,430,000
Total Liabilities	2,586	0	49,481	0	16,430,000	16,482,067
Fund Equity & Other Credits						
Retained Earnings-All Other Reserves	0	1,065,386	4,219,753	0	0	5,285,138
Fund Balance-Unreserved	2,108	0	0	0	0	2,108
Investment in General Fixed Assets	0	0	0	12,456,743	0	12,456,743
Other	173,170	573,778	(2,858,791)	0	0	(2,111,843)
Total Fund Equity & Other Credits	175,277	1,639,164	1,360,962	12,456,743	0	15,632,146
Total Liabilities & Fund Equity	177,863	1,639,164	1,410,443	12,456,743	16,430,000	32,114,213

Statement of Revenues & Expenditures

001 - General Fund From 10/1/2019 Through 3/31/2020 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Service Charges				
O&M Assmts-Tax Roll	208,022	207,354	(668)	(0)%
O&M Assmts-Off Roll	132,540	61,698	(70,842)	(53)%
Total Revenues	340,562	269,052	(71,510)	(22)%
Expenditures				
Financial & Administrative				
District Manager	45,000	22,500	22,500	50 %
District Engineer	3,000	2,752	248	8 %
Disclosure Report	4,200	0	4,200	100 %
Trustee Fees	4,300	2,074	2,226	52 %
Auditing Services	5,000	500	4,500	90 %
Postage, Phone, Faxes, Copies	500	27	473	95 %
Public Officials Insurance	1,800	2,250	(450)	(25)%
Legal Advertising	1,500	3,965	(2,465)	(164)%
Bank Fees	250	0	250	100 %
Dues, Licenses, & Fees	375	175	200	53 %
Website Maintenance	1,500	2,250	(750)	(50)%
Legal Counsel				
District Counsel	7,000	3,565	3,435	49 %
Electric Utility Services				
Electric Utility Services	100,000	2,539	97,461	97 %
Garbage/Solid Waste Control Services				
Garbage Collection	3,759	0	3,759	100 %
Water-Sewer Combination Services				
Water Utility Services	8,000	0	8,000	100 %
Other Physical Envirnoment				
Property & Casualty Insurance	10,500	2,750	7,750	74 %
Waterway Management Program	15,000	4,956	10,044	67 %
Landscape Maintenance-Contract	96,878	45,580	51,298	53 %
Landscape Maintenance-Other	10,000	0	10,000	100 %
Plant Replacement Program	5,000	0	5,000	100 %
Irrigation Maintenance	5,000	0	5,000	100 %
Pool Maintenance	5,000	0	5,000	100 %
Club Facility Maintenance	7,000	0	7,000	100 %
Total Expenditures	340,562	95,883	244,679	<u>72 %</u>
Excess of Revenues Over (Under) Expenditures	0	173,170	173,170	0 %
Fund Balance, Beginning of Period				
	0	2,108	2,108	0 %
Fund Balance, End of Period	0	175,277	175,277	0%

Statement of Revenues & Expenditures

200 - Debt Service Fund - Series 2018 From 10/1/2019 Through 3/31/2020 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Special Assessments - Capital Improvements				
DS Assmts-Tax Roll	1,062,256	648,534	(413,722)	(39)%
DS Assmts-Off Roll	0	185,220	185,220	0 %
DS Assmts-Developer	0	145,409	145,409	0 %
Interest Earnings				
Interest Earnings	0	794	794	0 %
Total Revenues	1,062,256	979,957	(82,299)	(8)%
Expenditures				
Debt Service Payments				
Interest	807,256	406,178	401,078	50 %
Principal	255,000	0	255,000	100 %
Total Expenditures	1,062,256	406,178	656,078	62 %
Excess of Revenues Over (Under) Expenditures	0	573,778	573,778	0%
Fund Balance, Beginning of Period				
	0	1,065,386	1,065,386	0 %
Fund Balance, End of Period	0	1,639,164	1,639,164	0 %

Statement of Revenues & Expenditures

300 - Capital Projects Fund - Series 2018 From 10/1/2019 Through 3/31/2020 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	2,673	2,673	0 %
Total Revenues	0	2,673	2,673	0 %
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	2,861,465	(2,861,465)	0 %
Total Expenditures	0	2,861,465	(2,861,465)	0 %
Excess of Revenues Over (Under) Expenditures	0	(2,858,791)	(2,858,791)	0 %
Fund Balance, Beginning of Period				
and Salance, Segman, S. Ferrod	0	4,219,753	4,219,753	0 %
Fund Balance, End of Period	0	1,360,962	1,360,962	0 %

Statement of Revenues & Expenditures

900 - General Fixed Assets From 10/1/2019 Through 3/31/2020 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Fund Balance, Beginning of Period	0	12,456,743	12,456,743	0 %
Fund Balance, End of Period	0	12,456,743	9,595,279	0 %

Ventana CDD Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash--Operating Account (Suntrust)

Reconciliation ID: 03/31/20 Reconciliation Date: 3/31/2020

Status: Locked

Bank Balance	177,662.85
Less Outstanding Checks/Vouchers	0.00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	0.00
Plus or Minus Suspense Items	0.00
Reconciled Bank Balance	177,662.85
	·
Balance Per Books	177,662.85
Unreconciled Difference	0.00

Click the Next Page toolbar button to view details.

Ventana CDD Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account (Suntrust)

Reconciliation ID: 03/31/20 Reconciliation Date: 3/31/2020

Status: Locked

Cleared Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1116	3/1/2020	System Generated Check/Voucher	3,877.63	Meritus Districts
1117	3/1/2020	System Generated Check/Voucher	477.00	Tampa Bay Times
1118	3/2/2020	Series 2018 Off Roll FY20 Ph 3	185,220.00	Ventana CDD
1119	3/5/2020	System Generated Check/Voucher	826.00	First Choice Aquatic Weed
1120	3/5/2020	System Generated Check/Voucher	1,190.95	Straley Robin Vericker
1121	3/12/2020	System Generated Check/Voucher	222.25	Stantec
1122	3/12/2020	System Generated Check/Voucher	964.00	Tampa Bay Times
1123	3/12/2020	System Generated Check/Voucher	1,393.03	Tampa Electric
1124	3/12/2020	System Generated Check/Voucher	7,560.00	Cornestone Solution Group
Cleared Checks/Vouche	ers		201,730.86	

Ventana CDD Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash--Operating Account (Suntrust)

Reconciliation ID: 03/31/20 Reconciliation Date: 3/31/2020

Status: Locked

Cleared Deposits

Deposit Number	Document Number	Document Date	Document Description	Document Amount
	1388557	3/2/2020	Off Roll - 03.02.20	246,918.00
Cleared Deposits				246,918.00