

WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT



AGENDA

NOVEMBER 12, 2020

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2900 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK, FL 33334

T: 954-658-4900 E: JimWard@JPWardAssociates.com

WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT

November 5, 2020

Board of Supervisors

Wentworth Estates Community Development District

Dear Board Members:

This Regular Meeting of the Board of Supervisors of the Wentworth Estates Community Development District will be held on **Thursday, November 12, 2020** at **8:30 A.M.** at the **TPC Tour Club, 9800 Treviso Bay Boulevard, Naples, Florida 34113.**

The venue for this meeting is the TPC Tour Club and was specifically chosen such that the District will be able to meet the social distance guidelines for this meeting for Board Members/Staff, while accommodating an additional five (5) audience members.

Please ensure that all in attendance bring and wear masks during the meeting.

With the limitation for people in the meeting room, the District is requesting that audience members please use the WebEx link and telephone number below to join the Board Meeting.

The venue is requiring the District to enforce the limitation on attendance for audience members. The following WebEx link and telephone number are provided to join/watch the meeting.

Weblink:

<https://districts.webex.com/districts/onstage/g.php?MTID=ec2cee470975143a929dc3723aa283422>

Access Code: **173 310 8225**

Event password: Jpward

Call in information if you choose not to use the web link:

Phone: **408-418-9388** and enter the access code **173 310 8225** to join the meeting.

The link to the meeting will also be posted on the District's web site:
www.Wentworthestatescdd.org.

The Agenda is as Follows:

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. September 10, 2020 – Regular Meeting
3. Consideration of a Landscape Maintenance Agreement between the Wentworth Estates Community Development District and Mainscape, Inc. to maintain landscaping and irrigation systems within the Districts' boundaries.
4. Staff Reports
 - I. District Attorney
 - II. District Engineer
 - a) Operations Report September 2020
 - b) Operations Reports October 2020
 - III. District Manager
 - a) Financial Statements for period ending September 30, 2020 (unaudited)
 - b) Financial Statements for period ending October 31, 2020 (unaudited)
5. Supervisor's Requests and Audience Comments
6. Adjournment

The Second Order of Business is the consideration of the September 10, 2020 Regular Meeting Minutes.

The Third Order of Business is consideration of a Landscape Maintenance Agreement between the Wentworth Estates Community Development District and Mainscape, Inc. to maintain landscaping and irrigation systems within the Districts' boundaries.

In preparation of the landscaping maintenance for the CDD owned Treviso Bay main entrance area and SW Blvd right-of-way, solicited quotes in late July 202 years for this service from three vendors working within Treviso Bay. The vendors quotes were based upon a landscaping scope prepared by CDD staff and supplied to each vendor. CDD staff reviewed all proposals and determined Mainscape was the lowest responsive bidder for the CDD yearly landscaping maintenance agreement. Mainscape is also the master HOA contractor for Treviso Bay Blvd which will give continuity to the maintenance sequence along the main roadway.

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

Wentworth Estates Community Development District



James P. Ward
District Manager

**MINUTES OF MEETING
WENTWORTH ESTATES
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of Wentworth Estates Community Development District was held on Thursday, September 10, 2020 at 8:00 a.m., at the Treviso Bay Clubhouse, 9800 Treviso Bay Boulevard, Naples, Florida 34113.

Present and constituting a quorum:

Joe Newcomb	Chairperson
Paul Zotter	Vice Chairperson
Andrew Gasworth	Assistant Secretary
Robert Cody	Assistant Secretary
Steve Barger	Assistant Secretary

Also present were:

James P. Ward	District Manager
Greg Urbancic	District Attorney
Bruce Bernard	Assets Manager, Calvin Giordano & Associates
James Messick	District Engineer, Calvin Giordano & Associates

Audience:

All resident’s names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE TRANSCRIBED IN *ITALICS*.

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

District Manager James P. Ward called the meeting to order at approximately 8:10 a.m. He reported with the State of Emergency in Florida, and pursuant to Executive Orders 20-69, 20-112, 20-114, 20-150, 20-179, and 20-193 issued by Governor DeSantis on March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020, July 29, 2020, and August 7, 2020 respectively, and pursuant to Section 120.54(5)9b)2., Florida, Statutes, this meeting was being held utilizing communication media technology due to the current COVID-19 public health emergency. He explained all Members of the Board, Staff and the public were present via videoconference or telephone; no persons were present in the on-site meeting room location. He asked all speakers to state their names for the record prior to speaking. He conducted roll call; all Members of the Board were present constituting a quorum.

SECOND ORDER OF BUSINESS

Consideration of Minutes

June 11, 2020 – Regular Meeting

Mr. Ward stated the second order of business was consideration of the June 11, 2020 Regular Meeting Minutes. He asked if there were any additions, corrections, or deletions to these Minutes.

Mr. Andrew Gasworth: When Mr. Mohammed Rahman spoke at the last meeting there was a lot of back and forth about the assessment on the sales center parcel. Was there any more development on that? Is that finalized?

Mr. Ward: It was finalized in the way in which I had indicated on the record. You all updated that in the public hearing portion of the assessment proceeding when we lowered that amount to me more consistent with the way in which the debt assessment was done on that property. We did not make any changes to the operating assessment on the residents' side of that. That was the end of it. I have not had any further conversations with him since that Board Meeting date.

Mr. Gasworth: Okay. Because he seemed to leave it a little open ended. Great. That's good news. Thank you.

<p>On MOTION made by Mr. Andrew Gasworth, seconded by Mr. Robert Cody, and with all in favor, the June 11, 2020 Regular Meeting Minutes were approved.</p>

THIRD ORDER OF BUSINESS

Consideration of Memorandum of Agreement

Consideration of Memorandum of Agreement between the Wentworth Estates CDD and Florida Gulf Coast University Board of Trustees for the use of certain District lakes to study the effects of the use of ultrasonic technology to treat Algae

Mr. Ward: This actually came up in another District that I work on and actually Bruce works on, up in Bonita Springs, next to FGCU. The University comes to that particular District on a regular basis to do certain things. This particular item was to be able to put buoys in what was a very big, very deep recreational lake in that CDD that has tons of boat traffic and other assorted amenities going on. It wasn't necessarily the most appropriate use of that particular water body for this technology. As such when Bruce looked at it, and we had thought in Wentworth, over the past year, I have had a number of questions and comments from residents in the community about how to use better technologies other than chemicals in lakes for spraying algae and other sort of aquatics that we have. The biggest issue was the use of the chemical that's in a marketed product called Roundup. That issue aside, when I looked at this, and when Bruce looked at this, this was a simple opportunity for us to use something that was non-chemical based for a study that really didn't have any potential effects to harm any of the District's portions of the water management system. From my level, its biggest concern is probably the aesthetic look of the buoys sitting in the water body system. Other than that, I don't see any huge disadvantages to doing this for the University. None of the study work would affect how our system is looked at within the community, or outside of the community, or by any regulatory agency. It's just a study to see if this particular technology is a useful tool. With that I'll ask Bruce if he wants to make any further additional comments or questions on it. It's a new concept. I personally don't care if you do it or don't do it. It's an idea. It's something that might be useful for you, so we thought we'd put it before you.

Mr. Bruce Bernard: To elaborate on what Jim said, we are looking to go green in this community. The HOA is looking at chemical use around the community. We should also gain an economic value out of it, having to treat these five lakes the whole year with chemicals. We will get a credit from our aquatic vendor because he won't be doing anything in those lakes. We are looking at probably a \$4,000 dollar credit back total. We also will be getting lab reports on the water quality every time they take a sample to test the lake for our lake database. They are 3 x 4 buoys that aren't anchored to the shore. They have weights underneath them that hold them in place. (indecipherable 9:35)

Mr. Gasworth: Would these replace any bubblers or fountains?

Mr. Bernard: No sir.

Mr. Gasworth: Is there an easy out to the contract? Let's say we put these in, and people start complaining.

Mr. Bernard: Yes. We have a termination date for the agreement.

Mr. Paul Zotter: Is there a timeframe where they want to start this program?

Mr. Bernard: This December till next December.

Mr. Zotter: I actually did research this company. They already have a proven track record for being a very successful monitoring device. I was reading a study by the – it's Loveland Water and Power Algae Mitigation Assessment back in 2017 – the only thing I could find that they had a problem with here is just to service these things. Let's make the assumption that everybody loves these, and we want to go with them. I don't even know what the cost is to purchase one of these things, but the contract for calibrating them is over \$11,500 per year. If we are looking at saving \$4,000 on chemicals on the seven lakes that you are talking about, we are already looking and spending quite a bit of money just to monitor these things. That's one concern I have. Down the road, when this study is done, if we were to say we really like these, let's purchase one. That might be a few years down the road. My point being that they are already more expensive than the chemicals we are currently using in all of the lakes, or the 7 lakes that we are talking about. The monitors don't address what they call an MN, which I am not even sure what that is, water quality, and they also can promote the possibility of benthic algae, whatever that is. Those said, are probably very minor in the long run on this. Other concern that I have is I couldn't find anything that might address any sound that is emitted from these things, and thirdly, my biggest concern is, I don't have to look at one of these when I'm looking out on my lanai. I don't know if this would concern the number of the people who are on the water. At this point I probably wouldn't even want to start this without approaching members of the community that border or live on these lakes to say this is what you have possibly looking at you.

Mr. Gasworth: I appreciated what Paul just said. What if we looked at it for the golf course only so people don't have to look at it?

Mr. Steve Barger: Three of them are on the golf course, but they are all going to be visible from the peninsula. One of them is at Firenze Lake and the other is over by Casoria Court. Every one of them will be visible to the residents. It looks to me like they chose the largest lakes. There is probably some value in the study for the largest lakes.

Mr. Bernard: The buoys are 8 x 7 x 3 feet.

Mr. Barger: There is a picture of it in the proposal. I don't know how obtrusive they will be. I went onto their website and looked at it. I think there is some value in the testing of these things. We are only talking about a year. The community has really gone hard toward green in terms of chemicals on weeds and lakes and stuff like that, and this is a good option. It's not something we have to do anything with if it doesn't work out. But my personal opinion is I think it's probably worth a try.

Mr. Joe Newcomb: I agree. I think we have a community responsibility to try this. A lot of people suffer from this algae growth every year and if they are willing to put these into our lakes as an experiment just to the research we've got the lakes, they are offering the equipment, I don't see the down side to it. Now, if they are obtrusively loud that's one thing. I don't know what kind of decibels these things put off, but other than that, I just don't see the downside to it.

Mr. Zotter: I guess the only downside is if you walk around to some of your neighbors and show them a picture of it, and do they have a problem with looking at it? I don't. I border the preserves, so it isn't something that would bother me. When I read, and go onto their site, these are already proven. There is no question that they work, and they are probably environmentally great, I would never even argue that. I honestly looked for things that say why these are no good, and I couldn't find anything, other than the things that I pointed out. I think what Andrew said a little while before, my only concern would be if we say yeah let's do it and all of a sudden 90% of the people who are living on the lakes, or all the people at the clubhouse looking at them say what is that? That's my first question – do we have a week or 2 to just be able to put out a quick flyer or announcement to people and get a general opinion?

Mr. Ward: I think with the CDD, we have no way to communicate with the residents on the level that you just indicated. I think the bigger issue is exactly what Andy had indicated. There is a rather large push in the community to attempt to be more environmentally sensitive, including one of the big issues we have to deal with, and that is treating lakes with chemicals. I think we just have to take a look at it from that perspective. If we get pushback, we get pushback, but I'm kind of thinking you may not get as much pushback as you think. You may get some accolades from doing a project of this nature in the locations where you live, and the environmentally sensitive preserves and the rookery bay preserve that about this property.

Mr. Bob Cody: I agree. There is so much noise in our community about these issues, even if it does have a negative appearance for a while, I think the community would be glad we are doing something along this order, chemical free, and it's only for a year right now. I think you'd get overwhelming support.

Mr. Bernard: Just remember. Three of the buoys are in the peninsula lake, and one is in one of the lakes on the golf course. The peninsula lake really doesn't have a ton of residents there now; they are still building a lot. The only three would be Bella Firenze, Chevy (ph), and Abilene, and those are the bigger lakes and I've already told them we are going to pick a spot that's farthest away from the shore bank of the residents.

Mr. Barger: Is there any indication of it making an audible noise?

Mr. Bernard: I haven't heard anything from them. It's ultrasonic and it's going into the water, so there should not be any noise.

Mr. Barger: And as I understand it, we have a 60 day out for any reason. So, if it doesn't work out, if there is a big uproar, then you just pull them.

Mr. Gasworth: All of us who are homeowners, we just got something about landscaping. Part of that was "would you be willing to pay \$600 more dollars a year to not do Roundup on your property?" So, there is a big contention here fighting against Roundup and such, so I think it would be a good thing for the community.

Mr. Barger: Are we using Roundup in the ponds?

Mr. Bernard: No, we are not using the chemical Roundup. It is an offshoot of Roundup that has 49% of the same chemicals, but it is not Roundup. We have been trying over time to find another chemical to work in the water and there is really nothing out there that's been developed to do it. I've been working with Bob Adams at the golf course to see what we can find.

Mr. Zotter: These things aren't going to do anything as far as the Roundup goes. That's all on our properties. I personally don't let them use the Roundup around my property. I don't let them do anything with that. I have no problem with these devices. They have been out for 2 years. They are all over the world. They are successful. I think the reality here is we are just helping Florida State College participate in this program and in the end we are either going to say yeah we really like this or we don't, but we are probably going to find that the cost to actually purchase these things and maintain them is more than we want. I'm fine with this. I'm in agreement with it. I just want to point out, that we could run into a problem with the people that live on the lakes that find that they don't like it. On the flip side, they may all just applaud us and say great. If we have an availability to be out and pull out of this because there is an uproar, I'm fine with going with this.

On MOTION made by Mr. Robert Cody, seconded by Mr. Andrew Gasworth, and with all in favor, the Memorandum of Agreement between the District and the Florida Gulf Coast University Board of Trustees was approved.

Mr. Barger: I think there is a typo on the Memorandum of Agreement. If you look on page 2, paragraph C, about halfway down it says "LYR grants FGCU, and their subcontractors, access." Is that supposed to be us?

Mr. Ward: Yes. That's supposed to be us. Thank you for catching that.

FOURTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

Mr. Greg Urbancic: The only thing to report is we will wait and see whether or not the Governor extends the order. There is some doubt in the legal community whether the Governor will extend again to allow us to meet in this fashion. To the extent that we have to meet in person, we may just have to make certain accommodations in order to do that. There is a movement among the legal community

that runs public meetings, or involved in public meetings, to keep this forum available in some fashion to allow the public to participate, but we will see and we will update you as we go.

Mr. Ward: When do the new Board Members take their Seats officially by law?

Mr. Urbancic: Two weeks after the general election is the date they are officially seated, so November 17, 2020.

Mr. Ward: I know those members who are up for election and have been elected, have signed a note from the State. I will send you a new Oath to sign somewhere around that time that is specifically related to your Board Membership on the CDD. I will just get you to sign it, have it notarized, and send it back. Then we will place it in the record, the meeting after your term actually starts. Just be aware that will be coming to you in November.

II. Asset Manager

Mr. Bernard: As of tomorrow night, I will be a full-time resident of Treviso Bay.

The Board welcomed Mr. Bernard.

III. District Engineer

Mr. Ward introduced Mr. James Messick. He noted Mr. Kiser decided to move into the public sector in Ft. Lauderdale. He welcomed Mr. Messick.

Mr. James Messick: I am a professional engineer licensed in the State of Florida, taking over the responsibility of District Engineer from Kirk Kiser. I appreciate the opportunity and if there is anything that you need please let me know and I will do my best.

The Board welcomed Mr. Messick.

IV. District Manager

- I. Financial Statements ending May 31, 2020 (unaudited)
- II. Financial Statements ending June 30, 2020 (unaudited)
- III. Financial Statements ending July 31, 2020 (unaudited)
- IV. Financial Statements ending August 31, 2020 (unaudited)

Mr. Ward indicated he had no report unless there were questions regarding the Financial Statements; there were none.

SIXTH ORDER OF BUSINESS

Supervisor's Requests and Audience Comments

Mr. Gasworth asked about the lake bubblers. He asked about pond #37 and the pond bubble pipe which was broken.

Mr. Bernard responded there was an aquatic vendor who would be fixing the pond #37 bubbler in the next couple of weeks and this would be completed before the golf course reopened.

Mr. Zotter asked about the bridge pavers which were lifting again. He asked if this would be an ongoing problem.

Mr. Bernard responded the recent repairs were in a new area. He explained the material underneath the pavers had compacted, and as a result, whenever there was a rain event, loosened. He noted when the repairs were being completed, a new base material was being utilized which should not have the same issue. He indicated at some point in the further it may be necessary to take up the pavers and replace the material underneath the pavers completely. He stated the repairs done last November have held up nicely.

Mr. Zotter wondered if the CDD should fix this in pieces as the repairs became necessary or explore the possibility of a permanent full fix.

Mr. Bernard: I am going to look at that with the capital. Also, when we start taking these fountains, like we discussed before, I am going to look at the areas where the pumps are in both of those fountains, and put something together for capital for you guys to look at down the road once we take over everything October 1.

Mr. Barger asked if some of the compaction damage was the result of heavy trucks going over the bridge.

Mr. Bernard responded in the affirmative, but noted it was also just from traffic over the past fifteen years.

Mr. Barger: We have sign which directs trucks to not go over the bridge, but that's not very affective. We really have no way currently to stop trucks from going over the bridge. By the time they go through the gate and go straight the gatekeeper has no way to stop them. I don't know if that is something that we need to think about regulating. When we get a light put in at intersection of 41 and Treviso Bay Blvd, that's going to be much more attractive for trucks to exit the community than the construction road.

Mr. Bernard: Again, if it's put in correctly, and this has lasted 14 years, I guess it's the last couple of years you have been having trouble with it, but if it's put in correctly, it's a concrete span underneath the bridge, these paves should hold up even under truck traffic. And pretty soon there shouldn't be a lot of real heavy truck traffic on that bridge with almost everything being built out and stuff.

Mr. Zotter: At some point we are going to lose the construction road entrance anyway, so we are going to have to deal with this. Is there an alternative to the pavers? Could this bridge be paved or concreted to where it is almost a permanent fix?

Mr. Bernard: I guess we could pave it. We would need a structural engineer study to see if the additional weight of the concrete would be an option. But paving is an option because you would just have road rock to compact and paving down.

Mr. Zotter: It is not as aesthetically attractive, but it is an alternative. Because at some point, not owning the property out front, we will lose that entrance and trucks will only have one or two ways to go – over

the bridge or through the back entrance, and we know that the back entrance is an issue; trucks aren't allowed to go through there.

Mr. James Messick: I still need to make a visit to Wentworth, but if Bruce needs any help, I can come over and do a visit. We can get a geotechnical involved if that's necessary or we can throw around some ideas for alternatives, because it sounds like this is going to have to be addressed if the patching work doesn't address the issues here in the future. If there is a long-term plan, it is certainly something we can look at.

Mr. Ward asked if there were any other questions from the Board; there were none.

SEVENTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at 8:48 a.m.

On MOTION made by Mr. Joe Newcomb, seconded by Mr. Steve Barger, and with all in favor, the meeting was adjourned.

Wentworth Estates Community Development District

James P. Ward, Secretary

Joe Newcomb, Chairman



Calvin, Giordano & Associates, Inc.
E X C E P T I O N A L S O L U T I O N S ™

November 2, 2020

Board of Supervisors
Wentworth Estates Community Development District
c/o James P. Ward, District Manager
2900 NE 12th Terrace, Suite 1
Oakland Park, Florida 33334

Re: Wentworth Estates CDD Landscaping Maintenance

CDD staff, in preparation of the landscaping maintenance for the CDD owned Treviso Bay main entrance area and SW Blvd right-of-way, solicited quotes in late July 202 years for this service from three vendors working within Treviso Bay. The vendors quotes were based upon a landscaping scope prepared by CDD staff and supplied to each vendor. Landscape firms and their quotes are listed below.

Mainscape Landscaping - \$92,466
Down to Earth Landscaping- \$99,246
Greenscape Landscaping - \$104,600

CDD staff reviewed all proposals and determined Mainscape was the lowest responsive bidder for the CDD yearly landscaping maintenance agreement. Mainscape is also the master HOA contractor for Treviso Bay Blvd which will give continuity to the maintenance sequence along the main roadway. Should you have any questions, please do not hesitate to contact us.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Bruce Bernard
Manager of Field Operations

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com



62570

LANDSCAPE MAINTENANCE SERVICES

SHANNON, JESSICA

2020 - 2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

WENTWORTH ESTATES CDD
9600 TREVISO BAY BLVD
NAPLES, FL 34113

CUSTOMER

WENTWORTH ESTATES CDD
c/o BRUCE BERNARD
1800 ELLER DRIVE SUITE 600
FORT LAUDERDALE, FL 33316

NOTES: SOUTHWEST BLVD ROW'S AND HEDGE FEB- SEPT 2020

	Unit Price	Qty	Subtotal	Tax	Total
LAWN CUTTING AND EDGING					
BAHIA MOWING	45.34	21.00	952.14	0.00	952.14
LAWN TREATMENT PROGRAM					
CUSTOMIZED LAWN TREATMENT + PRE-EMERGENT - BAHIA - FALL - RESTRICTED	603.69	2.00	1,207.38	0.00	1,207.38
SMALL TREE/SHRUB CARE					
CUSTOMIZED T/S PEST CONTROL	1,274.77	6.00	7,648.62	0.00	7,648.62
BED CARE					
PRUNING <i>5,000 LF OF HEDGE</i>	1,934.49	6.00	11,606.94	0.00	11,606.94
IRRIGATION SYSTEM MAINTENANCE					
IRRIGATION SERVICE-PARTS	83.34	12.00	1,000.08	0.00	1,000.08
IRRIGATION CHECK - MONTHLY	50.07	12.00	600.84	0.00	600.84
Please refer to last page for service specifications.	Job Taxable		NonTaxable Sales		23,016.00
			Taxable Sales		0.00
			Tax Amount		0.00
			Contract Amount	\$	23,016.00



62570 LANDSCAPE MAINTENANCE SERVICES SHANNON, JESSICA

2020 - 2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

WENTWORTH ESTATES CDD
9600 TREVISO BAY BLVD
NAPLES, FL 34113

CUSTOMER

WENTWORTH ESTATES CDD
c/o BRUCE BERNARD
1800 ELLER DRIVE SUITE 600
FORT LAUDERDALE, FL 33316

NOTES: SOUTHWEST BLVD ROW'S AND HEDGE FEB- SEPT 2020

Method of Billing: 12 Equal monthly installments of \$1,918.00 beginning 10/28/2020.

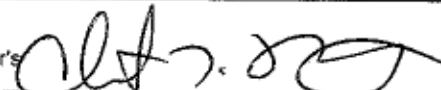
Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net 30 Days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid from 10/1/2020 through 9/30/2021 and will thereafter renew annually unless a written notification is sent by either party to the other 30-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Mainscape or Purchaser may cancel this agreement at any time by giving a 60 day notice, or Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

Purchaser's Signature _____ Title _____ Date _____

Printed Name _____ As Agent For: _____

Contractor's Signature  Title REGIONAL MANAGER Date 03 NOV 20

Printed Name CHRISTOPHER J. BRETZ Company MAINSCAPE, INC.

Note: Proposal may be withdrawn if not accepted within 45 days of _____ Signed _____

Please check the following information and make any necessary corrections. Thank You!

Service Location

WENTWORTH ESTATES CDD
9600 TREVISO BAY BLVD
NAPLES, FL 34113

Billing Address

WENTWORTH ESTATES CDD
c/o BRUCE BERNARD
1800 ELLER DRIVE SUITE 600
FORT LAUDERDALE, FL 33316



62571 LANDSCAPE MAINTENANCE SERVICES GOLDMAN, MARYBETH

2020 - 2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION

WENTWORTH ESTATES CDD
9600 TREVISO BAY BLVD
NAPLES, FL 34113

CUSTOMER

WENTWORTH ESTATES CDD
c/o BRUCE BERNARD
1800 ELLER DRIVE SUITE 600
FORT LAUDERDALE, FL 33316

NOTES: CDD ROUTE 41 ENTRY AREAS PER THE PROPERTY APPRAISERS MAP

	Unit Price	Qty	Subtotal	Tax	Total
LAWN CUTTING AND EDGING					
MOWING – WEEKLY	315.35	52.00	16,398.20	0.00	16,398.20
BAHIA MOWING	74.14	26.00	1,927.64	0.00	1,927.64
LAWN TREATMENT PROGRAM					
CUSTOMIZED LAWN TREATMENT + PRE-EMERGENT - ST. AUG - EARLY SPRING	290.94	1.00	290.94	0.00	290.94
CUSTOMIZED LAWN TREATMENT + PRE-EMERGENT - ST. AUG - FALL	300.53	1.00	300.53	0.00	300.53
CUSTOMIZED LAWN TREATMENT- LATE SPRING	452.45	1.00	452.45	0.00	452.45
CUSTOMIZED LAWN TREATMENT- WINTER	208.36	1.00	208.36	0.00	208.36
SMALL TREE/SHRUB CARE					
CUSTOMIZED T/S FERTILIZER	1,187.65	2.00	2,375.30	0.00	2,375.30
CUSTOMIZED T/S PEST CONTROL	823.96	6.00	4,943.76	0.00	4,943.76
BED CARE					
PREMIUM WEED CONTROL	508.59	12.00	6,103.08	0.00	6,103.08
PRUNING	2,220.82	12.00	26,649.84	0.00	26,649.84
FLORAL PROGRAM					
ANNUAL FLOWERS <i>Install 864- 4.5" annual flowers</i>	2,012.75	2.00	4,025.50	0.00	4,025.50
IRRIGATION SYSTEM MAINTENANCE					
IRRIGATION SERVICE-PARTS	171.54	12.00	2,058.48	0.00	2,058.48
IRRIGATION CHECK - MONTHLY	309.16	12.00	3,709.92	0.00	3,709.92
Please refer to last page for service specifications.	Job Taxable		NonTaxable Sales		69,444.00
			Taxable Sales		0.00
			Tax Amount		0.00
			Contract Amount	\$	69,444.00



62571 LANDSCAPE MAINTENANCE SERVICES GOLDMAN, MARYBETH

2020 - 2021 LANDSCAPE MAINTENANCE SERVICE AGREEMENT

CONTRACT LOCATION
WENTWORTH ESTATES CDD
9600 TREVISO BAY BLVD
NAPLES, FL 34113

CUSTOMER
WENTWORTH ESTATES CDD
c/o BRUCE BERNARD
1800 ELLER DRIVE SUITE 600
FORT LAUDERDALE, FL 33316

NOTES: CDD ROUTE 41 ENTRY AREAS PER THE PROPERTY APPRAISERS MAP

Method of Billing: 12 Equal monthly installments of \$5,787.00 beginning 10/28/2020.

Conditions: All material is assured to be as specified. All work is to be completed in a professional manner according to standard practices. All agreements are contingent upon strikes, accidents, Acts of God, force majeure, or other delays beyond Mainscape's control. The scope of this contract does not include any installations, maintenance, or other products or services, the need for which is caused by an Act of God or force majeure. Purchaser agrees not to employ any Mainscape employees for the duration of this agreement and for a period of twelve (12) months after agreement expiration, unless otherwise specified in writing by Mainscape. Purchaser is to carry all risk property coverage. Mainscape, Inc. is insured for workman's compensation, general liability, and automobile liability. Certificates of insurance are available upon request.

Terms: Net 30 Days. Any costs incurred in collection of this agreement, including reasonable attorney's fees, will be paid by the Customer.

Acceptance of Proposal: The above prices, specifications, method of payment, conditions and terms of payment are satisfactory and hereby accepted. Mainscape, Inc. is authorized to do the work as specified. This agreement is valid from 10/1/2020 through 9/30/2021 and will thereafter renew annually unless a written notification is sent by either party to the other 30-days prior to the aforementioned expiration date. If Purchaser cancels this agreement at any time other than the aforementioned date, Purchaser agrees to pay the balance due for the work completed. Mainscape or Purchaser may cancel this agreement at any time by giving a 60 day notice, or Mainscape may cancel immediately if Purchaser defaults on agreed upon payment terms.

Purchaser's Signature _____ Title _____ Date _____

Printed Name _____ As Agent For: _____

Contractor's Signature [Signature] Title REGIONAL MANAGER Date 03 NOV 20

Printed Name CHRISTOPHER J. BRETZ Company MAINSCAPE, INC

Note: Proposal may be withdrawn if not accepted within 45 days of _____ Signed _____

Please check the following information and make any necessary corrections. Thank You!

Service Location	Billing Address
WENTWORTH ESTATES CDD	WENTWORTH ESTATES CDD
9600 TREVISO BAY BLVD	c/o BRUCE BERNARD
NAPLES, FL 34113	1800 ELLER DRIVE SUITE 600
	FORT LAUDERDALE, FL 33316

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2020, by and between **WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the Collier County, Florida (the "District") and **MAINSCAPE, INC.**, an Indiana Corporation (the "Contractor").

WITNESSETH:

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Collier County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure improvements, including surface water management systems, roadways, landscaping, and other infrastructure within the Wentworth Estates community; and

WHEREAS, included within the maintenance responsibilities of the District is the responsibility to maintain landscaping and irrigation systems within its boundaries; and

WHEREAS, the District desires to employ the Contractor to provide landscape and irrigation maintenance services for lands within the District; and

WHEREAS, the Contractor, through its proposal has represented that it can provide such services as required by the District; and

WHEREAS, the District desires to employ the Contractor as an independent contractor to provide the services described herein for the compensation and upon the terms, conditions and provisions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS**. That the above recitals are true and correct and are incorporated herein.
2. **DESCRIPTION OF WORK AND SERVICES**.

A. The District desires that the Contractor provide professional landscape and irrigation maintenance services of the very highest quality. The Contractor shall provide the District with the specific services identified in this Agreement commencing as of October 1, 2020 ("Commencement Date").

B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services. All work to be performed within the scope of these specifications contained herein shall be strictly managed, executed, and performed by the Contractor using experienced personnel.

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

3. **SCOPE OF LANDSCAPE & IRRIGATION MAINTENANCE SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof (the "Work") and those other obligations set forth herein. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities under this Agreement are met to the satisfaction of the District.

4. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work and/or perform such services as specified in this Agreement (including any addendum or amendment subsequently executed by the parties or in any authorized written work order from the District issued in connection with this Agreement and accepted by the Contractor). All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards in Collier County, Florida. The performance of all services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary or reasonably inferred for the proper provision of the Work to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any other work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. The Contractor shall report to the District's representative and shall not take direction from any person other than the District's representative.

(1) The District hereby designates the District Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with the District's representative no less than once a month, and at the request of the District, 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 maintenance related items that should be performed before the next periodic walk through. The District will be responsible for scheduling the inspections. The District must have no less than seven (7) days' notice if there is a need to reschedule. Notwithstanding, the walkthroughs with the District contemplated by this subsection, Contractor remains responsible for making appropriate weekly inspections of the entire property subject to the Work.

D. The Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. The Contractor agrees to repair any damage resulting from the Contractor's activities and work within twenty-four (24) hours of the damage occurring or receiving written notice, whichever is earlier.

E. If requested, a representative of the Contractor shall attend meetings of the District's Board of Supervisors to report on landscaping matters.

F. The Contractor shall replace, at the Contractor's expense, all plant material that, in the opinion of the District fails to maintain a healthy, vigorous condition because of the Contractor's failure to properly perform the Work specified herein. It is the responsibility of the Contractor to make a reasonable effort to notify the District of any conditions beyond the reasonable control of the Contractor or the scope of Work that may result in the damage and/or loss of plant material. This responsibility includes, but is not limited to vandalism and/or other abuse of property.

5. COMPENSATION; TERM.

A. The term of this Agreement shall be from the Commencement Date through September 30, 2021 (the "Term"), unless terminated prior to that time pursuant to the provisions set forth herein. Thereafter, this Agreement will be automatically extended for additional one (1) year periods pursuant to the terms hereof (hereinafter, "Annual Renewal Term") unless otherwise terminated or either party provides written notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Term or Annual Renewal Term, as applicable. Each Annual Renewal Term shall be on the same terms and conditions as the immediately preceding Term or Annual Renewal Term, as applicable, unless agreed upon in writing by the parties.

As compensation for the Work described in this Agreement, the District agrees to pay Contractor as follows:

- (1) Work Area No. 1 (Entry Areas). For the portion of the Work performed by Contractor in the Wentworth Estates CDD U.S. 41 Entry Areas, Contractor shall be paid Sixty-Nine Thousand Four Hundred Forty-Four and No/100 Dollars (\$69,444.00) per annum, payable by the District in monthly installments of Five Thousand Seven Hundred Eighty-Seven and No/100 Dollars (\$5,787.00).
- (2) Work Area No. 2 (Southwest Boulevard). For the portion of the Work performed by Contractor in the Wentworth Estates CDD Southwest Boulevard Area, Contractor shall be paid Twenty-Three Thousand Sixteen and No/100 Dollars (\$23,016.00) per annum, payable by the District in monthly installments of One Thousand Eighteen and No/100 Dollars (\$1,918.00).

B. 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. Fees for such additional services shall be as provided for in the Scope of Services or, if not identified, as negotiated between the District and the Contractor. Upon successful negotiations, the parties shall agree in writing to an amendment, addendum, addenda, or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon the amounts set forth in the Scope of Services or, if not set forth therein, such other amount acceptable to the parties and agreed to in writing. Notwithstanding the foregoing or anything contained herein to the contrary, routine removal of debris along and within all landscaped and irrigated areas shall be within the scope of Work and are included in the Contractor's compensation.

C. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, 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, Workers' Compensation, Unemployment compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District on the first (1st) day of the next succeeding month. These monthly invoices are due and payable within thirty (30) days of receipt by the District. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

6. **WARRANTIES.** The Contractor warrants that Work performed and all goods delivered under this Agreement, shall be free from any defects in workmanship and material, and shall conform strictly to these specifications. The Contractor further warrants that all the Work shall be performed using Contractor's best efforts and shall be in conformance with industry standards for workmanship. Contractor's warranties relating to landscape plant materials are included on Exhibit "A". By executing this Agreement, the Contractor represents that it has examined carefully all of the contract documents, acquainted itself with the site, and all conditions relevant to the Work, and has made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the Work pursuant to the Agreement. The Contractor acknowledges that the Agreement documents are sufficient for the proper and complete execution of the Work.

7. **SAFETY.** The Contractor shall maintain an adequate safety program to ensure the safety of employees and any other individuals working under this Agreement. The Contractor shall comply with all applicable standards, rules, or regulations of the Occupational Safety and Health Administration and all applicable laws, statutes, rules, regulations and orders. The Contractor shall take precautions at all times to protect any persons and property affected by the Contractor's work under this Agreement, utilizing safety equipment such as bright vests, traffic cones, etc.

8. **INSURANCE.**

A. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

(1) Workers' Compensation coverage, in full compliance with Florida statutory requirements, for all employees of the Contractor who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$1,000,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.

(2) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit bodily injury and property damage each

occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$100,000 fire legal liability.

(3) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed. Said insurance shall also to include insured/underinsured motorists' coverage in the minimum amount of \$100,000 when there are owned vehicles.

B. The District, its staff, consultants, agents and supervisors shall be named as an additional insured on all policies required (excluding worker's compensation). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier acceptable to the District, who licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION/HOLD HARMLESS. The Contractor assumes liability for and shall indemnify, defend and save harmless the District as well as its supervisors, members, employees, officers, managers, agents, successors and assigns from any and all expenses, costs, claims, actions, damages, losses and liabilities of every kind (including, but not limited to, reasonable attorneys' fees of their attorneys) irrespective of the theory upon which based (including, but not limited to, negligence and strict liability) arising out of the Contractor's presence within Wentworth Estates for any purpose (including, but not limited to, performing work under this Agreement) and arising out of the Work area and the condition, operation ownership, selection, transportation, loading, unloading, security, leasing or return of any equipment or individuals with respect to the above services regardless of where, how and by whom used or operated and including, without limitation, injury to property or person (including death). This Agreement also obligates the Contractor to indemnify and save harmless the District for any and all expenses, costs, claims, actions, damages, losses, and liabilities of every kind arising out of any of the Contractor's or their subcontractors at the site. The Contractor understands and agrees that it is obligated and shall indemnify the District for damages and injury to persons and property caused in whole or in part by any act, omission, negligence or fault of the Contractor and its subcontractor, agents, employees, officers, directors, successors and assigns. The Contractor's obligation to indemnify and defend the District is absolute, including instances where the District are found potentially liable, responsible or at fault and in those instances where the District's own negligence or actions caused said damage or injury in part. Notwithstanding the above, the Contractor shall not be required to indemnify and defend the District for damages found by a Court to have been caused solely by the District gross

negligence or the willful, wanton or intentional misconduct of the District or their employees, officers, directors, successors and assigns.

The Contractor hereby acknowledges that the first \$100.00, paid under this contract as sufficient and valuable consideration from the District to the Contractor as specific consideration for this indemnification. It is understood and agreed that this Agreement is not a construction contract as that term is referenced in Section 725.06, Florida Statutes (and as later amended) and that said statutory provision does not govern, restrict or control this Agreement.

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

11. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any construction, materialmen'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.

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

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

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

15. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with or without cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any breach under this Agreement by the District. 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. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

16. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

17. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other.

18. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Contractor is an independent contractor under this Agreement and not the District's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor, which policies of the Contractor shall not conflict with the District, or other government policies, rules or regulations relating to the use of the Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the District, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the District and the District will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. The Contractor shall not incur expenses on behalf of the District, enter into any contract on behalf of the District, either written or oral, or in any other way attempt to obligate or bind the District except upon the express prior written approval of the District.

19. **E-VERIFY.** Contractor shall comply with all requirements of 448.095, Florida Statutes. Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees beginning January 1, 2021. If Contractor enters into a contract with a subcontractor, the subcontractor must provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of said affidavit for the duration of the contract with the subcontractor.

20. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is James P. Ward ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF 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 JAMES P. WARD C/O WESTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT, TELEPHONE: (954) 658-4900, EMAIL: JIMWARD@JPWARDASSOCIATES.COM, AND MAILING ADDRESS: 2900 NORTHEAST 12TH TERRACE, SUITE 1 OAKLAND PARK, FLORIDA 33334.

21. SEVERABILITY. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given the nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

22. EXHIBITS. All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

23. COMPLETE AGREEMENT. This Agreement (and any exhibits or proposals expressly incorporated herein) constitutes the entire and complete agreement between the parties hereto and

supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the matters herein contained.

24. MODIFICATIONS. This Agreement may not be amended or modified in any manner other than by an Agreement in writing signed by all of the parties hereto.

25. WAIVER. No waiver of any of the terms of this Agreement shall be valid, unless such is in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be construed as a waiver of any future required action or of any subsequent breach.

26. CONSTRUCTION OF THIS AGREEMENT.

A. **TITLES.** The titles of paragraphs and sub-paragraphs are for reference purposes only, and shall not in any way limit the contents, application or effect thereof.

B. **ORDER OF PARAGRAPHS.** This Agreement shall be construed as a whole with no importance being placed upon the order of the paragraphs as they appear herein.

C. **PRONOUNS.** Pronouns used herein shall refer to every other and all genders and any word used herein shall refer to the singular or plural as required or appropriate to the context.

D. **FLORIDA LAWS.** This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Florida.

E. **NEGOTIATION OF AGREEMENT.** The parties hereto have participated fully in the negotiation and preparation hereof and accordingly, this Agreement shall not be more strictly construed against one or the other.

F. **INTERPRET TO BIND AND TO DO JUSTICE.** This Agreement shall be interpreted in a manner to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity as to any term, expression or meaning.

G. **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 company 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.

27. NOTICES. All notices, demands, requests or other communications made pursuant to, under or by virtue of this Agreement must be in writing and either hand-delivered, delivered by next business day commercial courier (such as FedEx or UPS), or mailed through the United States Postal Service, to the party to which the notice, demand, request or communication is made, as follows:

IF TO DISTRICT:

Wentworth Estates Community Development District

c/o JPWard & Associates, LLC
Attention: James P. Ward, District Manager
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334
JimWard@ipwardassociates.com

WITH A COPY TO:

Coleman, Yovanovich & Koester, P.A.
Attention: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
gurbancic@cyklawfirm.com

IF TO CONTRACTOR:

Mainscape, Inc.
c/o Chris Bretz
3080 Ravenna Ave
Naples, FL 34120
cbretz @mainscape.com

Such addresses may be changed by written notice given to the address noted above. Any notice, demand, request or other communication shall be deemed to be given upon actual receipt in the case of hand-delivery or delivery by overnight courier, or two (2) business days after depositing the same in a letter box or by other means placed within the possession of the United States Postal Service, properly addressed to the party in accordance with the foregoing and with the proper amount of postage affixed thereto.

28. COUNTERPARTS. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

29. VENUE, PREVAILING PARTY ATTORNEY'S FEES AND COSTS. In the event of litigation arising out of either party's obligations under this Agreement, venue shall lie in Collier County, Florida and the prevailing party shall be entitled to recover its attorney's fees and costs from the non-prevailing party, including but not limited to trial level fees, bankruptcy fees and appellate fees.

{Remainder of page intentionally left blank. Signatures appear on next page.}

IN WITNESS WHEREOF, the parties have executed this Agreement as of the as of the date first written above.

DISTRICT:

Attest:

**WENTWORTH ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

James P. Ward, Secretary

By: _____
Joe Newcomb, Chairman

Dated: _____

CONTRACTOR:

MAINSCAPE, INC.,
an Indiana corporation

By:  _____

Name: CHRIS BRETZ

Title: REGIONAL MANAGER

Dated: 03 NOV 20

EXHIBIT "A"

SCOPE OF SERVICES

FLORIDA LANDSCAPE SPECIFICATIONS

I. LAWN CUTTING, EDGING AND STRING TRIMMING

Mowing shall be performed to provide uniform turf texture and appearance. Where possible, mowing patterns may be rotated to minimize scalping, rutting by mower wheels and soil compaction.

- A. **Frequency:** Mowing of all St. Augustine areas will be performed weekly during the growing season. Mowing will occur on a bi-weekly basis during the slow growing season. (See Contract for Frequency). Should the Customer request additional cuts, a separate proposal will be provided at the time service is requested.
- B. **Height of cut (HOC):** Mowing height will be dictated by turf variety, season and environmental conditions. A HOC of 4 to 4.5 inches is recommended for St. Augustine.
- C. **Hard Surface Edging:** All hard surfaces shall be edged at every mowing to provide a sharp appearance where turf meets paved areas.
- D. **Bed Edging:** Edging of soft bed edges will occur every other mowing or depending on growing conditions and seasonality to avoid expanding bed edges. Planting beds with rock mulch or a structural edging material (ie: pavers, curbing, blocks, vinyl edging, etc.) will not be edged due to safety concerns and/or potential for damage to personal property.
- E. **Line Trimming:** Line trimming around mailboxes, trees and other structures will occur during each mowing to ensure property is well groomed. Lake banks edges are subject to an alternative schedule based on lake levels, safety, accessibility and best management practices and/or at frequencies specified in the contract.
- F. **Access:** In order to gain access to an area with a riding mower Mainscape requires a minimum of a 42" opening and a slope of no greater than 4:1. All other areas will be string trimmed by hand unless noted otherwise. No push mowing is included unless specifically identified.
- G. **Damage:** Damage caused by maintenance activities where turf abuts an appurtenance or structure such as mailbox posts, landscape lighting fixtures, pots, garden hoses, fences, screening, or other objects outside mulched beds may be un-avoidable and will not be Mainscape's responsibility.
- H. **Blowing:** All sidewalks, driveways and roadways will be blown off on the date of each service visit, weather permitting.
- I. **Trash Removal:** Litter will be removed from lawn areas each mowing visit to ensure trash is not shredded by equipment blades. All litter removed will be disposed of offsite.
- J. **Debris Removal:** Horticultural debris not related to a billable storm event will be removed from turf areas during mowing services. Debris in planting beds will be removed during scheduled pruning.

II. BED CARE

- A. **Trimming and Pruning:** Trimming and pruning shall be performed to contracted frequency to promote plant health, proper growth and an overall neat appearance.
 - 1. Shrubs:

- a. Maintained height and shape of plant species will be determined based on functional purpose (i.e. erosion control, privacy, screening, noise abatement, etc.), aspect to structures and homes, and relation to other species in the landscape design as they vary throughout the property. All shrub species may not be trimmed every pruning rotation.
 - b. Pruning includes, but is not limited to the removal of dead, damaged or diseased vegetation except as caused by epidemic outbreaks of diseases or plant disorders. When diseased vegetation is removed, the pruning cuts shall be made several inches into the healthy plant tissue to promote new growth. All trimming and pruning shall be subject to applicable State and Federal regulations and American National Standards Institute (ANSI) standards.
 - c. Pruning practices will be consistent throughout the community. Custom pruning requests by individual homeowners are not part of this scope as they are too difficult to manage in a production landscape service.
- 2. Trees:

Pruning includes maintenance of tree canopies for clearance up to 7 feet on sidewalks and up to 10 feet on driveways and roadways. Proposals will be provided for services above and beyond these specifications upon request.
- 3. Palms:
 - a. Dead palm fronds (based on University of Florida's recommendation of 100% browning) shall be removed during regular pruning rotations up to an approximate height of 12 feet. This is not to take the place of recommend routine annual or semi-annual palm pruning by an arborist.
 - b. Fronds removed before they are completely brown may induce nutritional deficiencies, diminish the health of palms over time and increase susceptibility to disease and/or insect infestation. Palms that decline as a result of removing live fronds are not Mainscape's responsibility.
 - c. Mainscape will make every effort to avoid pruning of palms with symptoms of TPPD or Fusarium wilt to prevent transmission of these un-curable diseases.
- 4. Hedges:

Hedges up to eight 8 feet are included in routine maintenance services at contracted frequencies. Proposals will be provided for trimming hedges above 8 feet tall upon request.
- B. Weed Management in Planting Beds and on Impervious Surfaces:**
 - 1. Large weeds in planting beds will removed by hand in addition to treating small weeds at contracted frequencies to maintain a neat appearance.
 - 2. Driveways, sidewalks, curbs and other hard surface areas will be treated as needed vegetation in cracks and crevices to provide a neat appearance.
- C. Exclusions:**
 - 1. Excessive weeds due to improper mulching (mulch base less than two inches in depth) will not be Mainscape's responsibility.

2. Trimming of hedges above 8-foot height without separate proposal approved by the Customer.
3. Palms that are perceived to have become diseased through transmission on pruning tools.

III. **LAWN TREATMENT PROGRAM**

The lawn treatment program will consist of nutrient applications with spot treatment of weeds at contracted frequencies.

A. **Nutrient Applications**

1. Nutrients utilized in this program are custom blended with essential plant nutrients in formulations designed specifically for the needs of the turf and the unique soil texture and chemistry inherent to the property.
2. Lawn nutrient programs shall comply with the single application and maximum annual rates of nitrogen and phosphorus specified in the Urban Turf Rule 5E-1.003 of the Florida Administrative Code.
3. In municipalities with fertilizer ordinances, the most restrictive regulations shall prevail and serve as a guide for nutrient selection, application rates and timing.
4. Mainscape employs methodologies consistent with "Florida Friendly Best Management Practices for the Protection of Water Resources by the Green Industries" (BMPs) and ensures that each lawn technician is BMP certified and licensed through the Florida Department of Agriculture & Consumer Services (FDACS).

B. **Turf Weed Management**

Spot treatment of broadleaf weeds and sedges will occur concomitantly with each turf nutrient application and as part of the Integrated Pest Management (IPM) program outlined below to keep turf weed populations to a minimum.

C. **Turf Pest Management**

1. A blanket treatment to prevent chinch bugs and grubs will be included in the Late Spring nutrient application.
2. Scouting and spot treatment of insect pests and turf diseases will be performed under the IPM program outlined below.

D. **Exclusions:**

1. Due to the unavailability or restricted use of products labeled for grassy weeds in St. Augustine turf (ex: crabgrass, bermudagrass, torpedograss) the control of grassy weed species in St. Augustine is excluded from this contract. The only remedy for removing encroaching grassy weeds in St. Augustine turf is to eradicate them with non-selective herbicide, remove and re-sod. This service is not included in the contract. Proposal(s) will be provided upon request.
2. Eradication of weeds where there is no uniform stand of desirable turf and treating weeds would result in bare areas prone to erosion.
3. The encroachment of uncontrollable weeds into desirable turf is common and inevitable to some degree, and if not addressed will spread. Replacement of turf where this occurs is not Mainscape's responsibility. Not responsible for the spread of these invasive turf weeds.

4. Nutrient deficiencies that require additional treatment beyond the contracted service to achieve acceptable turf quality will be proposed separately.

IV. ORNAMENTAL & NON-NATIVE PALM NUTRIENT PROGRAM

Nutrient applications to ornamental trees, shrubs and non-native palms will be performed to contract frequencies with custom blends of essential plant nutrients. Formulations are designed to meet nutritional needs based on the landscape plant palette and the unique soil texture and chemistry inherent to the property.

- A. **Ornamental Trees and Shrubs:** A complete nutrient package including magnesium and micronutrients are included in each application throughout the year. Transplanted trees less than 3 years old will be included in the standard program. Mature trees typically do not need additional fertilization and are not included in this program.
- B. **Non-native palms:** Palms need nutrients in specific ratios and will be fertilized with an 8-0-12 customized nutrient blend with micronutrients specially formulated for palms by University of Florida researchers. Palm nutrient applications will occur concomitantly with ornamental shrubs and small trees as specified in the contract.
- C. Deviation from the standard nutrient programs will be based on symptoms of nutrient deficiencies and/or soil and plant tissue analysis, and as recommended by Mainscape's Agronomy team.
- D. Mainscape employs methodologies consistent with "Florida Friendly Best Management Practices for the Protection of Water Resources by the Green Industries" (BMPs) and ensures that each technician is BMP certified and licensed through the Florida Department of Agriculture & Consumer Services (FDACS).
- E. In counties and municipalities with fertilizer ordinances, the most restrictive regulations shall prevail and serve as a guide for nutrient selection, application rates and timing.
- F. **Exclusions:**
 1. Treatment of nutrient deficiencies that occur on a widespread basis that require significant additional time and product above and beyond what is required to complete the contracted number of nutrient applications.
 2. Palm trunk injection for correction of extreme nutrient deficiencies.

V. INTEGRATED PEST MANAGEMENT (IPM)

Mainscape utilizes an IPM approach in the management of plant diseases, insect pests and weeds. The IPM program includes treatment of plant pests, diseases and turf weeds for which there are known effective products available and labeled for the specific site and intended target pests, diseases or weeds.

Mainscape will scout the entire property and spot treat insect pests and diseases in turf and ornamental plantings when they exceed treatment thresholds (treatment is needed to prevent negative impact to plant health and/or aesthetics) on a quarterly basis through multiple site visits. IPM personnel are onsite on a regular basis to address CSRs

Preventive applications may be performed on certain plant species when outbreaks are forecasted based on weather conditions and historical pest data. Mainscape's environmentally sensitive IPM program is based on the following key elements:

- A. **Principles of IPM:**

1. Prevention: Alleviating conditions that are conducive to pest, disease and weed outbreaks and spread inasmuch as possible.
 2. Cultural: Employment of sound horticultural practices and agronomic programs to optimize plant health and tolerance of stress from adverse environmental conditions and plant maladies.
 3. Scouting: Inspecting the property for signs of disease, insect infestation and nutritional disorders.
 4. Identification: IPM personnel are trained in the diagnosis of plant problems so the appropriate remedial measures can be taken.
 5. Program Implementation: Mainscape carefully selects products and application techniques to manage plant problems that are effective and have the least risk to humans and the environment.
 6. Follow up: IPM personnel follow up on the progress of treatment plans and perform repeat applications when necessary.
- B. **Fire Ants**: Treatment of occasional fire ant mounds is included in the standard IPM program. If fire ants become prevalent throughout the designated service area, a separate proposal for a blanket preventive treatment(s) will be provided. These applications typically provide suppression of fire ants for up to 3 months.
- C. **IPM Exclusions**:
1. Palm bud and root drenching and trunk injections for specific insect, disease and nutritional problems.
 2. Treatment of widespread and uncommon insect pests and/or diseases occurring throughout property above and beyond what would be considered typical for the standard program described above. Proposals for these services will be provided if and when the need is identified.
 3. Invasive exotic or other insect pests and/or diseases that have a sudden and unexpected increase in occurrence, expand their host range, virulence or fecundity due to irregular weather patterns, environmental conditions or other unknown causes. Proposals for these services will be provided if and when the need is identified.
 4. Pests, diseases or weeds for which there are no known remedies or for which there are no effective products labeled for the specific site and intended target pests, diseases or weeds.
 5. Treatment of widespread fire ant outbreaks above and beyond what would be considered typical for the standard program described above.
 6. Millipedes, roaches, white-footed ants, mold and other structural or nuisance pests that are not under the Lawn & Ornamental pest control license.

VI. IRRIGATION MANAGEMENT

- A. **Irrigation Monthly Maintenance:** Mainscape shall perform a monthly maintenance inspection of the irrigation system consisting of the following service specifications:
1. Activate and inspect irrigation zones of the existing system. During drier times of year or periods of drought, routine inspections may be performed visually instead of activating irrigation zones in order to quickly identify high priority areas where turf and shrubs may be exhibiting signs of drought stress due to irrigation system deficiencies.
 2. Visually inspect irrigated areas for obvious underground leaks.
 3. Adjust sprinkler head nozzles where needed.
 4. Inspect for sprinklers that may be damaged or in need of repair.
 5. Adjust controller to the watering needs as dictated by environmental conditions on a monthly basis at the time of inspection. Any further adjustments would be considered additional work.
 6. Rain sensors less than 6' off the ground will be inspected monthly. Rain Sensors between 6' and 10' off the ground will be inspected annually. Mainscape shall not be responsible for the verification or performance of rain sensors 10' off the ground or taller.
 7. Report recommendations to improve/enhance the effectiveness of the irrigation system to the Customer.
- B. **Emergency Service Calls:** Emergency service calls are defined as irrigation issues that cause water to run constantly outside of our regular business hours (Monday thru Friday; 8:00am-4:00pm), weekends and Mainscape recognized holidays. In this instance a technician will be dispatched to shut water off or isolate the issue. Unless completely unavoidable troubleshooting and repair will be performed during regular business hours. The emergency service call shall be billed to the Customer at \$175 for the first hour. Additional time if necessary will be billed at a rate of \$120 per hour plus materials.
- C. **Irrigation Services - Repair:**
1. Repairs and adjustments to irrigation components located on the discharge side of the electric valve to the sprinkler that become necessary to insure proper water coverage of the turf and landscape areas shall be performed at the time of inspection at a time and material rate unless otherwise specified. These repairs may include, but are not limited to installation and repair of risers, nozzles, sprinklers, rain sensors, etc.
 2. Repairs from the point of connection through the electric valve will be proposed and performed upon acceptance unless otherwise directed by the Customer.
 3. Damages that result due to Mainscape's negligence, (e.g., heads broken by mowers, pruners etc.) will be replaced at the expense of Mainscape.
- D. **Irrigation Services – Parts (Optional – IF included in Contract Scope for the Lump Sum Fee):**
1. Routine repairs and adjustments shall be performed at the time of inspection as part of a lump sum fee. These repairs may include, but are not limited to installation and repair of nozzles, sprinklers, rain sensors (if applicable), etc.
 2. After Hours Emergency Calls, in addition to repairs and or replacements of Controllers, Faceplates, Valves, Rain Sensors, and Modules will be tracked on a monthly basis. A

report will be provided quarterly to the customer of labor and material costs related to these types of repairs. Any unused portion of the contract line item costs may be applied to the next year's contract line item.

3. Damages that result because of Mainscape's negligence, (e.g., heads broken by mowers, pruners etc.) will be replaced at the expense of Mainscape.

E. Exclusions:

1. Mainline and mainline component repairs (such as isolation valves), pumps, backflows, filtration, controllers repairs and replacements, rain sensors, soil moisture sensors, electric valves, decoders, wire, electrical troubleshooting, construction event damages and Acts of God are not included as part of the irrigation services – parts service and are therefore excluded. These items will be brought to the attention of the client and proposed as additional services.
2. Mainscape shall not be responsible for the verification or performance of rain sensors 10' off the ground or more.
3. Mainscape shall not be held responsible for damage due to the improper installation or previous management of irrigation system by others.
4. Mainscape shall not be responsible for the maintenance and performance of pump stations, main line filters and back flow preventers without specific costs being included in the contract.
5. It is further understood that Mainscape is not liable for any damage of any kind whatsoever caused by the failure of the main irrigation water supply,

VII. CUSTOMER SERVICE

Landscape requests and inquiries may be submitted to the Customer Care Center 24 hours a day by telephone (1-800-481-0096), email (customerservice@mainscape.com) or through our web-based portal (www.mainscape.com).

- A. **Processing of Requests:** Once a request is received, a CUSTOMER SERVICE REQUEST (CSR) will be created and dispatched to the appropriate person accountable. All non-emergency requests will be addressed within 3 to 5 business days Monday – Friday from 9:00 am to 5:00 pm.
- B. During or after the resolution of a request one or all of the following may occur:
 1. A Mainscape representative will personally speak to the original caller.
 2. A door tag will be left at the residence or location of the issue with the date, time, explanation of the problem and the action that was taken to correct it.
 3. An email copy of the CSR and resolution will be sent to the original caller if the email address has been provided.
- C. **Emergency Requests:** The emergency line can be accessed as a prompt at the number provided above and is to be used by the Management Company/Homeowner as issues arise that need *immediate* attention. After hours callers will be directed to an on-call representative who will assess the emergency status of the call and work towards getting the issue resolved.

VIII. WARRANTY OF LANDSCAPE PLANT MATERIAL

Turf, shrubs or small trees that die from negligence to treat insect pests or diseases while under Mainscape's nutrient, IPM and irrigation management programs outlined above it will be replaced with reasonably available like plant material.

- A. Warranty of plant material is contingent upon Mainscape's exclusive management of the lawn nutrient program, ornamental & non-native palm program, IPM program, and irrigation management programs as outlined above. Recommendations pertaining to these programs must be adhered to in order for this warranty to remain valid.
- B. **Annual Flowers:** Annual plantings installed by Mainscape are under warranty for 1 month. If less than 50% of plants in a particular bed are in decline, declining plants will be replaced to replenish the planting bed to showcase appearance. If more than 50% of the plants are in decline in a particular bed, all plants within the planting bed will be removed and replaced.
- C. **Exclusions:**
 1. Pre-existing conditions – Plant problems that were present before Mainscape began landscape management services on the property.
 2. Decline and/or death of plant material from pests or diseases for which there are no known curative remedies including, but not limited to stem cankers, vascular wilts, root rots, palm diseases, palm weevils and stem galls.
 3. Decline and/or death of plant material from pests or diseases for which there are no products labeled for the specific site use, plant species and/or causal pest or disease. This includes replacement of St. Augustine turf in areas of grassy weed encroachment.
 4. Decline and/or death of ornamental plants, trees and palms caused by deep planting or accumulation of mulch around plant bases prior to Mainscape's start of management services on property.
 5. Decline and/or Death of palms from bud rots, ganoderma, vascular wilts, phytoplasma diseases, or lightning strikes.
 6. Plant decline and/or death due to age of plants beyond their expected life span depending on species, maintenance practices and site conditions.
 7. Decline and/or death of turf and/or plants caused by "widespread and uncommon infestations" as described in item V(D)(2) of this specification for which recommended treatment proposals were submitted by Mainscape and declined by the Customer or not accepted in time to mitigate the problem effectively.
 8. Plant decline and/or death from adverse site or environmental conditions including, but not limited to soil contamination, poor site drainage, heavy pedestrian, equipment or vehicular traffic, severe slope, soil compaction and acts of God.
 9. Plant decline and/or death from wildlife feeding, digging, rooting and/or trampling.
 10. It is further understood that Mainscape is not liable for any damage of any kind whatsoever caused by the failure of the main irrigation water supply, water pressure or to water restrictions imposed by a statutory or similar authority, or parts of the irrigation system not maintained by Mainscape including, but not limited to pumps, backflow preventers, valves, controllers, central control, etc.

11. Plant decline and/or death resulting from irrigation deficiencies not covered in the contract, or for which proposals were submitted by Mainscape and declined by the Customer or not accepted in time to mitigate the problem effectively.
12. Plant decline caused by adverse growing conditions resulting from State, County, municipal or Water Management District watering restrictions.
13. Plant decline and/or death caused by improper installation or previous management of irrigation system by others.
14. Plant decline and/or death caused by any condition beyond the control of Mainscape or outside of the contracted scope of services.

FROST/FREEZE PROTECTION

I. ANNUAL FLOWERS

Frost/freeze protection of annual flowers will be provided at an extra cost above the base landscape maintenance contract price and will be addressed under a separate Frost/freeze Protection contract.

- A. **Frost Cloth:** In the event of a frost or freeze advisory Mainscape will cover annual flower beds with frost cloth in attempt to protect plants against cold injury. Frost cloth will remain throughout the duration of the forecasted period of frost/freeze threat.
- B. **Pricing:** The charge for covering annual flowers with frost cloth is \$45 per man hour plus materials.

II. IRRIGATION SYSTEM

- A. Irrigation will be suspended when temperatures are forecasted to be 38 degrees Farenheit or colder.
- B. Where possible the suspension is done at the controller and point of connection as an additional safeguard.
- C. **Pricing:** The charge for preparing the irrigation system for cold temperatures is \$65 per man hour plus materials.

III. WARRANTY

- A. Cold injury to annual flowers (or any other plantings) may be unavoidable even with proper coverage with frost cloth. This is considered an "Act of God" therefore replacement of any plant material that does not survive cold conditions will not be Mainscape's responsibility.
- B. Mainscape shall not be responsible for busted pipes, backflow damage, damage to heads, nozzles, pumps, etc. in the event of a hard freeze.

STORM RECOVERY

I. DEFINITION

For the purpose of this contract, "Storm" is defined as a weather event or act of God with sustained wind speed above 38 miles per hour or that has been designated a tropical storm or hurricane by the National Oceanic and Atmosphere Administration's National Weather Service (NOAA).

Debris caused by such storms will be removed at an extra cost above the base landscape maintenance contract price and will be addressed under a separate Storm Recovery Landscape Services Contract.

II. SCOPE

- A. The scope of services for storm recovery shall apply to the following areas within the community:
 - 1. Common areas, main entrance and SW Blvd
 - 2. Amenity Center(s) and Clubhouse
 - 3. Homes, condos, villas
- B. Individual homeowner requests and proposals will be prioritized after initial storm recovery phases have been completed.
- C. Response to customer service requests may be delayed or suspended during storm recovery effort.
- D. The Customer shall indemnify, defend and hold Mainscape, its employees, officers, directors and affiliates harmless from and against any and all claims, damages, loss and expenses for property damage and/or bodily injury, including death, in connection with the storm recovery contract or project described herein.

III. PHASING RESPONSE

- A. **Preparation:** In the event of a forecasted hurricane, Mainscape will suspend all operation of irrigation equipment, pump stations, and secure controllers to avoid power surges and any catastrophic events should a mainline be broken by uprooted trees. These services are above and beyond the scope of the maintenance contract and will be billed on a time and materials basis.
- B. **Break Out:** Clearing of obstructive storm debris such as fallen trees and large limbs for the sole purpose of allowing access by emergency personnel. Areas will be cleared in the following order:
 - 1. Main roadways
 - 2. Secondary roadways
 - 3. Driveways
- C. **Debris Clean up and Removal:** Mainscape management will coordinate with the Customer to determine how storm debris will be addressed. The following options are available:
 - 1. Pick up and deposit at curbside within the community
 - 2. Pick up and deposit in a designated central location within the community

3. Pick up and remove to an offsite location
4. Small debris such as leaves will be mulched during mowing.

IV. FALLEN, LEANING OR DAMAGED TREES

- A. **Tree Damage Assessment:** An evaluation will be performed to determine whether trees affected by storms such as fallen, leaning or those with canopy damage may be potentially salvaged.
- B. **Tree Uprighting and Staking:** Within its capabilities, Mainscape will stand up and stake trees that are deemed potentially salvageable. The client is encouraged to have a tree company on hand to upright and stake large trees that are beyond Mainscape's capability due to size.
- C. **Agronomic Treatments:** Proposals for agronomic treatment programs will be presented for consideration to aid in the recovery of uprighted trees.
- D. **Tree Removal:** Within its capabilities, Mainscape will remove trees that cannot be recovered. The client is encouraged to have a tree company on hand to remove large trees that are beyond Mainscape's capability due to size.
- E. **Stump Grinding:** Proposals for stump grinding/removal will be provided upon request.

V. SHRUBS AND ORNAMENTAL TREES

Proposals for staking and/or replanting shrubs and ornamental trees not addressed in previous phases will be provided upon request.

VI. WARRANTY

Mainscape is unable to warranty or guarantee the success or survival of any trees or plants affected by the storm regardless of rendered assessment or treatment program performed to promote recovery.

VII. PRICING

- A. Labor - \$45 per hour
- B. Irrigation technician - \$65 per hour
- C. Additional labor such as out of market or subcontractor may be provided at increased labor rates with prior approval.
- D. Skid-steer/loader (including operator) - \$145 per hour
- E. Debris Disposal
 1. Grapple Truck from central location on site \$10 per cubic yard
 2. Mainscape Truck \$18.50 per cubic yard
- F. Tree Staking (including materials such as but not limited to lodge poles, lumber, banding kit, strapping) - Labor based on rates outlined above plus materials.

- G. Mainscape reserves the right to incur fuel/gasoline surcharge if prices rise following execution of this agreement.



Memorandum

Date: October 1, 2020

To: James P. Ward - District Manager

From: Bruce Bernard - Field Asset Manager

Subject: Wentworth Estates CDD - September 2020 Report

CGA Project #: 17-9809

Treviso Bay Entrance Features

Outdoor Services (contractor) completed the bridge's brick paver repairs in two (2) locations; these locations being different than the original repair completed in November of 2019. The same settlement issue and underlying substrate condition was observed at these repair locations. The base material under the pavers has solidified, and does not allow drainage or minor movement of the pavers during vehicular wheel traffic. Once the pavers become loosened from repeated wheel traffic, the soil is displaced, and settlement appears / occurs. As discussed at the last board meeting, staff will be looking into a long-term remedy to this occurrence.

CDD staff is also obtaining a proposal from West Electric to upgrade the electrical service to the east side of the bridge. The existing service has limited amperage (amps), and with the new fountain installed this year, the service is at capacity. The circuit breaker has repeatedly overheated and shut off. The new service will accommodate the additional load and provide for additional electrical connection(s) in the future.

Lake Maintenance

Crosscreek Environmental (contractor) continues to spray (treat) lakes within the golf course to meet the re-opening date near the end of October 2020. The algae bloom that was occurring in some lakes due to the warm weather and lawn fertilization run-off has been addressed and is now under control. The

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& Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
Contract Government
Services
Data Technologies &
Development
Electrical Engineering
Emergency Management
Engineering
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Facilities Management
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Systems (GIS)
Indoor Air Quality
Land Development
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contractor shall continue monitoring all lakes and retreat any areas should a bloom occur.

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Memorandum

Date: November 1, 2020
To: James P. Ward - District Manager
From: Bruce Bernard - Field Asset Manager
Subject: Wentworth Estates CDD - October 2020 Report
CGA Project #: 17-9809

Treviso Bay Entrance Features

Naples Pressure Cleaning pressure washed all roadway brick pavers of the main entrance across the bridge deck up to the abutting asphalt roadway, to remove tire marks and dirt built up between the bricks. Outdoor Services then re-sanded the brick pavers to fill voids from the pressure cleaning operation, and lock / set the pavers in place. The pavement marking and signage (PMS) contractor is scheduled to recap (recoat) all pavement markings (lane lines) and re-install / replace reflective pavement markers (RPM's) on the brick pavers.

CDD staff has requested a monthly preventive maintenance proposal from Metro PSI for maintaining the fountains / motor pits located behind each fountain at the entrance.

CDD staff walked the Tamiami Trail roadway frontage, both sides of the entrance, with our landscape vendor (Mainscape). Staff instructed the contractor to replant isolated areas that are devoid of plants to fill in obvious gaps, and to reinstall plants that were damaged or were removed by storm events of which never replaced.

Lake Maintenance

Crosscreek Environmental (contractor) continues to spray (treat) lakes within the golf course and the community. The contractor will be removing torpedo grass over the next three months from community lakes that were targeted to be treated for this nuisance material.

Civil Engineering/Roadway
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& Inspection (CEI)
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Contract Government
Services
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Geographic Information
Systems (GIS)
Indoor Air Quality
Land Development
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CDD staff and our lake bank restoration vendor (Landshore Enterprise) have walked and measured Lake numbers 20 and 21 located within the Bella Firenze neighborhood. These lakes have been earmarked for lake bank restoration in this year's capital improvements program. There is a combined 4,300 linear feet of lake bank slope restoration to be implemented for these two lakes.

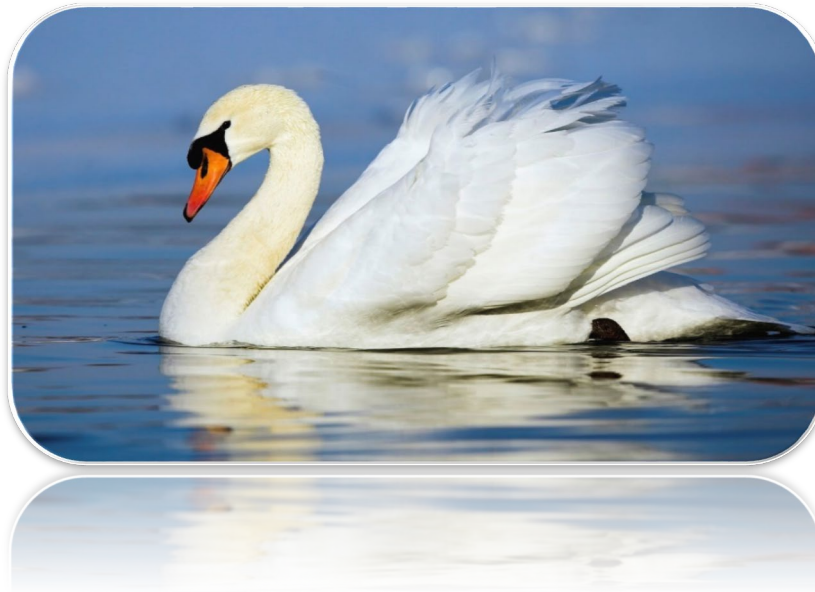
Civil Engineering/Roadway
& Highway Design
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Code Enforcement
Construction Engineering
& Inspection (CEI)
Construction Services
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WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT



FINANCIAL STATEMENTS - SEPTEMBER, 2020

FISCAL YEAR 2020

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2900 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK, FL 33334

T: 954-658-4900 E: JimWard@JPWardAssociates.com

Wentworth Estates Community Development District

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JPWard & Associates LLC

2900 Northeast 12th Terrace

Suite 1

Oakland Park, Florida 33334

Phone: (954) 658-4900

Wentworth Estates Community Development District
Balance Sheet
for the Period Ending September 30, 2020

	Governmental Funds				Totals (Memorandum Only)
	General Fund	Debt Service Fund Series 2018	General Long Term Debt	Account Groups Fixed Assets	
Assets					
Cash and Investments				---	
General Fund - Invested Cash	\$ -	\$ -	\$ -		\$ -
General Fund - Hancock Bank	\$ 101,165				\$ 101,165
Construction Account	-	-	-		-
Debt Service Fund					
Interest Account	-	-	-		-
Sinking Account	-	-	-		-
Reserve Account	-	579,988	-		579,988.13
Revenue	-	869,600	-		869,600.49
Prepayment Account	-	-	-		-
Deferred Cost Account	-	-	-		-
Capital Project Fund - Series 2018					
Due from Other Funds					
General Fund	-	-	-		-
Debt Service Fund(s)	-	-	-		-
Market Valuation Adjustments	-	-	-		-
Accrued Interest Receivable	-	-	-		-
Assessments Receivable	-	-	-		-
Prepaid Expenses	-	-	-		-
Amount Available in Debt Service Funds	-	-	1,449,589		1,449,588.62
Amount to be Provided by Debt Service Funds	-	-	22,740,411		22,740,411.38
Investment in General Fixed Assets (net of depreciation)	-	-	-	45,257,809	45,257,809.00
Total Assets	\$ 101,165	\$ 1,449,589	\$ 24,190,000	\$ 45,257,809	\$ 70,998,562

Wentworth Estates Community Development District
Balance Sheet
for the Period Ending September 30, 2020

	Governmental Funds				Totals (Memorandum Only)
	General Fund	Debt Service Fund Series 2018	Account Groups		
			General Long Term Debt	Fixed Assets	
Liabilities					
Accounts Payable & Payroll Liabilities	\$ -	\$ -	\$ -		-
Due to Other Funds					-
General Fund	-	-	-		-
Debt Service Fund(s)	-	-	-		-
Loan - TB Master Turnover, Inc.	-				-
Due to Bondholders					-
Bonds Payable					-
Current Portion	-	-	1,035,000		1,035,000
Long Term	-	-	23,155,000		23,155,000
Matured Bonds Payable	-	-	-		-
Matured Interest Payable	-	-	-		-
Total Liabilities	\$ -	\$ -	\$ 24,190,000	\$ -	\$ 24,190,000
Fund Equity and Other Credits					
Investment in General Fixed Assets	-	-	-	45,257,809	45,257,809.00
Fund Balance					
Restricted					
Beginning: October 1, 2019 (Audited)	-	1,441,806	-		1,441,806.43
Results from Current Operations	-	7,782	-		7,781.99
Unassigned					-
Beginning: October 1, 2019 (Audited)	90,292	-	-		90,291.50
Results from Current Operations	10,873	-	-		10,873.29
Total Fund Equity and Other Credits	\$ 101,165	\$ 1,449,589	\$ -	\$ 45,257,809	\$ 46,808,562
Total Liabilities, Fund Equity and Other Credits	\$ 101,165	\$ 1,449,589	\$ 24,190,000	\$ 45,257,809	\$ 70,998,562

Prepared by:

JPWARD and Associates, LLC

Wentworth Estates Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2020

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward	-	-	-	-	-	-	-	-	-	-	-	-	-	0	
Interest															
Interest - General Checking	-	-	-	-	-	-	-	-	-	-	-	-	-	0	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	1,202	228,628	432,528	43,962	24,976	16,820	12,409	3,277	12,350	17	-	-	776,170	784,735	99%
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	0	N/A
Miscellaneous Revenue															
Miscellaneous Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	0	N/A
Intergovernmental Transfers In															
Intergovernmental Transfers In	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total Revenue and Other Sources:	1,202	228,628	\$432,528	\$43,962	\$24,976	\$16,820	\$12,409	\$3,277	\$12,349.80	\$16.93	\$0.00	\$0.00	776,170	\$ 784,735	99%
Expenditures and Other Uses															
Legislative															
Board of Supervisor's - Fees	1,000	-	-	-	-	-	1,600	800	1,000	-	-	800	5,200	4,000	130%
Board of Supervisor's - Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Executive															
Professional Management	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000	50,000	100%
Financial and Administrative															
Audit Services	-	-	4,700	-	-	-	-	-	-	-	-	-	4,700	4,700	100%
Accounting Services	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	1,333	16,000	16,000	100%
Assessment Roll Services	667	667	667	667	667	667	667	667	667	667	667	667	8,000	8,000	100%
Assessment Methodology Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Arbitrage Rebate Services	-	-	-	-	-	-	-	-	-	-	-	-	-	500	0%
Other Contractual Services															
Recording and Transcription	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal Advertising	595	-	252	-	-	-	-	-	1,306	-	-	1,040	3,194	2,900	110%
Trustee Services	-	-	-	-	-	8,331	-	-	-	-	-	-	8,331	8,400	99%
Dissemination	-	-	-	-	-	-	-	-	-	-	-	-	-	5,000	0%
Property Appraiser/Tax Collector Fees	-	-	23,975	-	-	-	-	-	-	-	-	-	23,975	25,000	96%
Bank Service Charges	38	40	2	-	-	-	-	-	-	6	15	24	123	800	15%
Travel and Per Diem															
Travel and Per Diem	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Communications & Freight Services															
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Postage, Freight & Messenger	51	-	240	-	63	56	2,713	56	77	-	-	70	3,327	600	554%
Insurance															
Insurance	-	-	54,895	-	-	-	-	(9,520)	-	-	-	-	45,375	60,000	76%
Printing & Binding															
Printing & Binding	354	-	-	-	-	-	108	300	243	-	-	146	1,150	500	230%
Website Development															
Website Development	50	-	100	50	50	50	50	50	50	50	650	50	1,200	1,200	100%
Subscription & Memberships															
Subscription & Memberships	175	-	-	-	-	-	-	-	-	-	-	-	175	175	100%
Legal Services															
Legal - General Counsel	-	-	1,240	200	-	753	-	2,940	3,990	-	665	1,138	10,924	10,000	109%
Legal - Foreclosure Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A

Wentworth Estates Community Development District
General Fund
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2020

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Legal - Tax Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Legal - Bond/Disclosure Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Other General Government Services															
Engineering Services - General	-	-	10,253	4,273	4,273	-	-	-	145	12,064	-	1,505	32,512	6,000	542%
Engineering Services - Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Stormwater Management Services															
Professional Services															
Asset Management	-	-	-	-	-	-	8,545	4,273	4,273	-	-	-	17,091	37,000	46%
Mitigation Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000	0%
NPDES Reporting	-	-	-	-	-	-	-	-	-	-	-	13,193	13,193	2,000	660%
Utility Services															
Electric - Aeration System	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Repairs & Maintenance															
Lake & Wetland System															
Aquatic Weed Control	-	-	-	2,940	6,118	9,102	6,118	8,000	12,237	-	6,118	12,237	62,870	64,800	97%
Lake Bank Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
Water Quality Testing	-	-	-	-	-	-	4,330	-	-	-	-	4,330	8,660	14,000	62%
Water Control Structures	-	-	6,000	-	14,485	25,950	-	-	-	-	-	400	46,835	22,000	213%
Wetland System															
Routine Maintenance	-	-	-	1,960	1,765	1,765	14,465	-	3,530	-	1,765	3,530	28,780	17,650	163%
Water Quality Testing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Capital Outlay															
Littoral Shelf Replanting	-	-	-	-	-	32,750	-	-	-	-	-	-	32,750	-	N/A
Aeration System	-	-	-	-	-	-	-	-	-	-	-	-	-	20,000	0%
Lake Bank Restorations	-	-	-	2,730	35,653	43,067	69,604	64,404	1,815	700	-	400	218,373	293,510	74%
Erosion Restoration	-	-	-	-	-	18,002	-	1,089	11,435	-	-	3,210	33,736	-	N/A
Contingencies	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
Road and Street Services															
Repairs and Maintenance															
Bridge Inspection Report	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Bridge Repairs	-	-	-	-	-	5,900	200	-	425	-	-	5,104	11,629	-	N/A
Entry Monument (Treviso Bay Bl)	-	-	-	-	-	-	3,258	-	-	-	-	-	3,258	-	N/A
Entry Wall (Treviso Bay Bl)	-	-	-	-	-	-	11,524	55,108	1,986	-	780	-	69,398	-	N/A
Utility Services															
Water Services - Entry Fountain	-	-	-	-	-	501	-	3,968	-	-	22	47	4,538	-	N/A
Reserves															
Operations	-	-	-	-	-	-	-	-	-	-	-	-	-	96,000	0%
Sub-Total:	8,430	6,206	107,823	18,319	68,574	152,393	128,682	137,634	48,679	18,986	16,182	53,389	765,297	784,735	98%
Total Expenditures and Other Uses:	\$ 8,430	\$ 6,206	\$ 107,823	\$ 18,319	\$ 68,574	\$ 152,393	\$ 128,682	\$ 137,634	\$ 48,679	\$ 18,986	\$ 16,182	\$ 53,389	765,297	\$ 784,735	98%

Wentworth Estates Community Development District
 General Fund
 Statement of Revenues, Expenditures and Changes in Fund Balance
 Through September 30, 2020

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Annual Budget	% of Budget
Net Increase/ (Decrease) in Fund Balance	(7,227)	222,422	324,705	25,643	(43,598)	(135,573)	(116,273)	(134,357)	(36,329)	(18,969)	(16,182)	(53,389)	10,873	-	
Fund Balance - Beginning	90,292	83,064	305,486	630,192	655,834	612,237	476,664	360,390	226,034	189,705	170,736	154,554	90,292	27,882	
Fund Balance - Ending	\$ 83,064	\$ 305,486	\$ 630,192	\$ 655,834	\$ 612,237	\$ 476,664	\$ 360,390	\$ 226,034	\$ 189,705	\$ 170,736	\$ 154,554	\$ 101,165	101,165	\$ 27,882	

Wentworth Estates Community Development District
Debt Service Fund - Series 2018 Bonds
Statement of Revenues, Expenditures and Changes in Fund Balance
Through September 30, 2020

Description	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date	Total Annual Budget	% of Budget
Revenue and Other Sources															
Carryforward															-
Interest Income															
Revenue Account	109	92	50	65	261	218	99	18	7	4	4	4	931	2,500	N/A
Reserve Account	86	-	72	74	74	61	27	5	5	3	3	2	411	1,600	N/A
Prepayment Account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Account	19	91	-	-	-	-	-	0	-	-	-	-	110	850	N/A
Sinking Fund Account	-	-	-	-	-	-	-	0	-	-	-	-	0	100	N/A
Special Assessment Revenue															
Special Assessments - On-Roll	3,025	575,269	1,088,317	110,615	62,845	42,322	31,223	8,247	31,074	-	-	-	1,952,936	1,974,169	N/A
Special Assessments - Off-Roll	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Special Assessments - Prepayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Discounts on Bonds															
Proceeds from Refunding Bonds															
2018 Refinance (2006 Bonds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Operating Transfers In (From Other Funds)															
Total Revenue and Other Sources:	\$ 3,238	\$ 575,453	\$ 1,088,439	\$ 110,753	\$ 63,180	\$ 42,601	\$ 31,349	\$ 8,270	\$ 31,086	\$ 7	\$ 7	\$ 6	1,954,388	\$ 1,979,219	N/A
Expenditures and Other Uses															
Property Appraiser/Tax Collector Fees															-
Debt Service															
Principal Debt Service - Mandatory															
Series 2018 Bonds	-	-	-	-	-	-	-	1,035,000	-	-	-	-	1,035,000	\$ 1,035,000	N/A
Principal Debt Service - Prepayments															
Series 2018 Bonds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Interest Expense															
Series 2018 Bonds	-	455,803	-	-	-	-	-	455,803	-	-	-	-	911,606	911,606	N/A
Foreclosure Counsel															
Property Appraiser & Tax Collector	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Pymt to Refunded Bonds Escrow Agent															
2018 Refinance (2006 Bonds)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	N/A
Intragovernmental Transfers Out															
Total Expenditures and Other Uses:	\$ -	\$ 455,803	\$ -	\$ -	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,490,803.14	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	1,946,606	\$ 1,946,606	N/A
Net Increase/ (Decrease) in Fund Balance	3,238	119,650	1,088,439	110,753	63,180	42,601	31,349	(1,482,533)	31,086	7	7	6	7,782	32,613	
Fund Balance - Beginning	1,441,806	1,445,044	1,564,694	2,653,133	2,763,886	2,827,066	2,869,667	2,901,016	1,418,483	1,449,569	1,449,576	1,449,582	1,441,806	-	
Fund Balance - Ending	\$ 1,445,044	\$ 1,564,694	\$ 2,653,133	\$ 2,763,886	\$ 2,827,066	\$ 2,869,667	\$ 2,901,016	\$ 1,418,483	\$ 1,449,569	\$ 1,449,576	\$ 1,449,582	\$ 1,449,588	1,449,588	\$ 32,613	