

Stonegate Preserve Community Development District

Board of Supervisors' Meeting April 25, 2024

District Office: 5020 W. Linebaugh Avenue Suite 200 Tampa, Florida 33624 813.933-55721

Stonegatepreservecdd.net

Professionals in Community Management

Stonegate Preserve Community Development District

Board of Supervisors	Kelly Evans Lori Campagna Charlie Peterson Chris Smith Ben Gainer	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Debby Wallace	Rizzetta & Company
District Counsel	Lindsay Whelan	Kutak Rock, LLP
Interim Engineer	Strickland T. Smith, PE	Heidt Design

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

<u>District Office – Tampa, Florida (813) 933-5571</u> <u>Mailing Address – 3434 Colwell Avenue Suite 200, Tampa, Florida 33614</u> <u>www.stonegatepreservecdd.net</u>

April 24, 2024

Board of Supervisors Stonegate Preserve Community Development District

REVISED AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Stonegate Preserve Community Development District will be held on **April 25, 2024, at 11:30 a.m**., at the Harrison Ranch Clubhouse, located at 5755 Harrison Ranch Boulevard, Parrish, FL 34219. The following is the revised agenda for the meeting:

1. CALL TO ORDER/ROLL CALL

2. AUDIENCE COMMENTS ON AGENDA ITEMS

3. BUSINESS ADMINISTRATION

	Α.	Consideration of Meeting Minutes for meeting held on
		February 22, 2024 Tab 1
	В.	Ratification of Operation & Maintenance Expenditures for
		March 2024
4.	BUSI	NESS ITEMS
	Α.	Consideration of Resolution 2024-01; Authorizing
		Correction of Scrivener's Error in District Legal Description Tab 3
	В.	Consideration of Campus Website Provider
	C.	Consideration of Aquatic Maintenance Services Proposals Tab 5
5.	STAF	F REPORTS
	Α.	District Counsel
	В.	District Engineer
	C.	District ManagerTab 6
6.	SUPE	RVISOR REQUESTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely, Debby Bayne-Wallace

Debby Bayne-Wallace Regional District Manager Tab 1

DRAFT

1 2 3 4		MINUTES OF N STONEGATE P COMMUNITY DEVELO	RESERVE
5		The Board of Supervisors of the Stonegate	e Preserve Community Development District
6	held a	Regular Meeting on February 22, 2024 at 1	1:30 a.m., at The Harrison Ranch Clubhouse,
7	5755 H	Iarrison Ranch Blvd., Parrish, Florida 34219.	
8			
9 10		Present were:	
11		Kelly Evans	Chair
12		Lori Campagna	Vice Chair
13		Ben Gainer	Assistant Secretary
14 15 16		Also present	
17		Kristen Suit	District Manager
18		Lindsay Whelan (via telephone)	District Counsel
19			
20 21 22	FIRST	ORDER OF BUSINESS	Call to Order/Roll Call
23		Ms. Suit called the meeting to order at 11:3	0 a.m.
24		Supervisors Evans, Campagna and Gainer w	vere present. Supervisors Smith and Peterson
25	were r	ot present.	
26			
27 28	SECON	ID ORDER OF BUSINESS	Public Comments
29		There were no public comments.	
30			
31 32 33	THIRD	ORDER OF BUSINESS	Ratification of Rizzetta & Company, Inc., Agreements
34		Ms. Suit presented the following agreement	ts, which were approved at the last meeting:
35	Α.	District Management Services	
36	В.	Website Services	
37	C.	Dissemination Agent Services	

38			
39 40 41		On MOTION by Ms. Evans and seconded District Management Services Agreemen Dissemination Agent Services Agreement,	t, Website Services Agreement and
42			
43			
44 45	FOUR	TH ORDER OF BUSINESS	Ratification of EMMA [®] Filing Assistance Software as a Service License Agreement
46 47		Ms. Suit presented the EMMA® Filing	Assistance Software as a Service License
48	Agree	ment, which was previously executed by the	Chair.
49	0	- ,	
50	[On MOTION by Ms. Evans and seconded	
51		the EMMA [®] Filing Assistance Software a	s a Service License Agreement, was
52		ratified.	
53			
54 55	сістц	ORDER OF BUSINESS	Acceptance of Unaudited Financial
55 56	FIFIN	ORDER OF BOSINESS	Acceptance of Unaudited Financial Statements as of January 31, 2024
57			Statements as of January 51, 2024
58			
59	[On MOTION by Ms. Evans and seconded	by Ms. Campagna, with all in favor,
60		the Unaudited Financial Statements as of J	
61			·
62			
63	SIXTH	ORDER OF BUSINESS	Approval of January 25, 2024 Regular
64			Meeting Minutes
65			
66	i		
67		On MOTION by Mr. Gainer and seconded	
68		January 25, 2024 Regular Meeting Minutes	s, as presented, were approved.
69			
70			
71	SEVEN	ITH ORDER OF BUSINESS	Staff Reports
72 73	А.	District Counsel: Kutak Rock LLP	
74		• Update: Required Ethics Training	
75		Ms. Whelan stated the Memorandum re	egarding Ethics Training Requirements was

STONEGATE PRESERVE CDD

DRAFT

77	В.	District Engineer: Heidt Desig	gn, LLC
78		There was no report.	
79	C.	District Manager: Wrathell, I	Hunt and Associates, LLC
80		• NEXT MEETING DATE	: March 28, 2024 at 11:30 A.M.
81		• QUORUM CHE	CK
82			
83 84	EIGH	TH ORDER OF BUSINESS	Board Members' Comments/Requests
85		The Board and Staff discussed	d documents related to the transition.
86			
87 88	NINT	H ORDER OF BUSINESS	Public Comments
89		There were no public comme	nts.
90			
91 92	TENT	H ORDER OF BUSINESS	Adjournment
93			
94		On MOTION by Ms. Campage	gna and seconded by Mr. Gainer, with all in favor,
95		the meeting adjourned at 11	:35 a.m.
96			
97			
98 00			
99 100			
100		[SIGNATURES	APPEAR ON THE FOLLOWING PAGE]

107	Secretary/Assistant Secretary	Chair/Vice Chair	
106			
105			
104			
103			
102			

Tab 2

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · TAMPA, FLORIDA MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614 www.stonegatepreservecdd.org

Operation and Maintenance Expenditures March 2024 For Board Approval

No Operations and Maintenance Expenses were paid from March 1, 2024 through March 31, 2024. Therefore, there are no new items to present at this time.

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Tab 3

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT DIRECTING DISTRICT STAFF TO PETITION MANATEE COUNTY REQUESTING THAT A SCRIVENER'S ERROR TO THE LEGAL DESCRIPTION OF THE DISTRICT BE CORRECTED; REQUESTING AN AMENDMENT TO COUNTY ORDINANCE NO. 22-37; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Stonegate Preserve Community Development District (the "District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes (the "Uniform Act"); and

WHEREAS, in 2022, Lennar Homes, LLC petitioned Manatee County (the "County") to establish the District; and

WHEREAS, the County duly adopted Ordinance No. 22-37 (the "Ordinance"), effective May 9, 2022, establishing the District; and

WHEREAS, the Ordinance contained a legal description representing the external boundaries of the District that included a scrivener's error which has recently been identified by the District as needing to be corrected;

WHEREAS, the correct legal description of the external boundaries of the District is attached to this Resolution as **Exhibit A**; and

WHEREAS, the proposed correction to the District's legal description and Ordinance are in the best interests of the District, the County, and the future residents and landowners of the District; and

WHEREAS, in order to seek a correction to the District's legal description and Ordinance, the District accordingly desires to authorize the Chairman, members of the Board of Supervisors, and District Staff to request that the County to correct the scrivener's error and amend the legal description of the District contained in the Ordinance.

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

Section 1. The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

Section 2. The Board of Supervisors of the District hereby directs the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of a request to the County to correct the scrivener's error to the legal description of the District and to amend the Ordinance to reflect the corrected legal description set forth in **Exhibit A** hereto.

Section 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 25th day of April, 2024.

ATTEST:

STONEGATE PRESERVE COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A

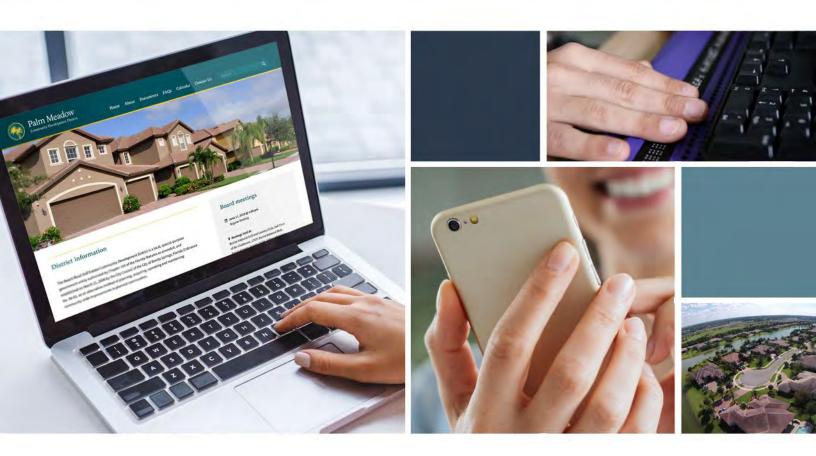
Corrected Legal Description

A parcel of land lying in Sections 9, 10, 11, 15 and 16, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

BEGIN at the Southeasternmost corner of ARTISAN LAKES PARCEL J, PHASES I & II, according to the plat thereof, as recorded in Plat Book 66, Pages 105 through 117, of the Public Records of Manatee County, Florida; run thence along the Easterly boundary of said ARTISAN LAKES PARCEL J, PHASES I & II, the Easterly boundary and Northerly extension of ARTISAN LAKES EAVES BEND, PHASE II, SUBPHASES A, B & C, according to the plat thereof, as recorded in Plat Book 69, Pages 176 through 194, of the Public Records of Manatee County, Florida, respectively, the following seven (7) courses: 1) N.01°01'33"E., a distance of 150.00 feet; 2) N.00°14'00"W., a distance of 650.00 feet; 3) N.00°25'54"W., a distance of 539.17 feet; 4) N.00°19'00"W., a distance of 600.00 feet; 5) N.00°17'14"W., a distance of 739.11 feet; 6) S.89°50'16"E., a distance of 29.94 feet; 7) N.02°28'39"E., a distance of 2616.32 feet to a point on the Southerly maintained right of way of BUCKEYE ROAD; thence along said maintained right of way the following seven (7) courses: 1) S.89°32'09"E., a distance of 66.69 feet; 2) S.89°39'57"E., a distance of 5178.40 feet; 3) S.89°49'42"E., a distance of 239.26 feet; 4) S.00°47'18"W., a distance of 203.72 feet; 5) S.89°49'42"E., a distance of 258.71 feet; 6) N.00°47'18"E., a distance of 203.72 feet; 7) S.89°49'42"E., a distance of 665.57 feet to a point on the Westerly limited access right of way line of Interstate Highway 75, as recorded in Official Records Book 867, Page 368, of the Public Records of Manatee County, Florida: thence along said Westerly limited access right of way line the following ten (10) courses: 1) S.37°11'54"W., a distance of 212.55 feet; 2) Southwesterly, 120.55 feet along the arc of a tangent curve to the right having a radius of 7465.44 feet and a central angle of 00°55'31" (chord bearing S.37°39'39"W., 120.55 feet); 3) N.51°52'35"W., a distance of 65.00 feet; 4) Southwesterly, 2239.78 feet along the arc of a nontangent curve to the right having a radius of 7400.44 feet and a central angle of 17°20'27" (chord bearing S.46°47'38"W., 2231.24 feet); 5) S.55°27'52".W, a distance of 487.15 feet; 6) S.34°32'08"E., a distance of 65.00 feet; 7) thence S.55°27'52"W., a distance of 2492.42 feet; 8) Southwesterly, 1583.64 feet along the arc of a tangent curve to the left having a radius of 5903.58 feet and a central angle of 15°22'11" (chord bearing S.47°46'46"W., 1578.90 feet); 9) S.40°05'41"W., a distance of 1108.12 feet; 10) N.89°32'39"W., a distance of 362.84 feet to the Westerly boundary of said Section 15; thence along said Westerly boundary, N.01°01'37"E., a distance of 142.94 feet to the POINT OF BEGINNING.

Containing 417.765 acres, more or less.

Tab 4



Keeping your community informed. And you compliant.

Stonegate Preserve - Manatee County Community Development District

Proposal date: 01 / 23 / 2024 Proposal ID: U8RWY-BMVQF-9R7ZK-JITMK

Pricing	2
Services	.3-5
FAQs	6
Statement of work	7-8
Terms and conditions	9-12



Ted Saul Director - Digital Communication Certified Specialist



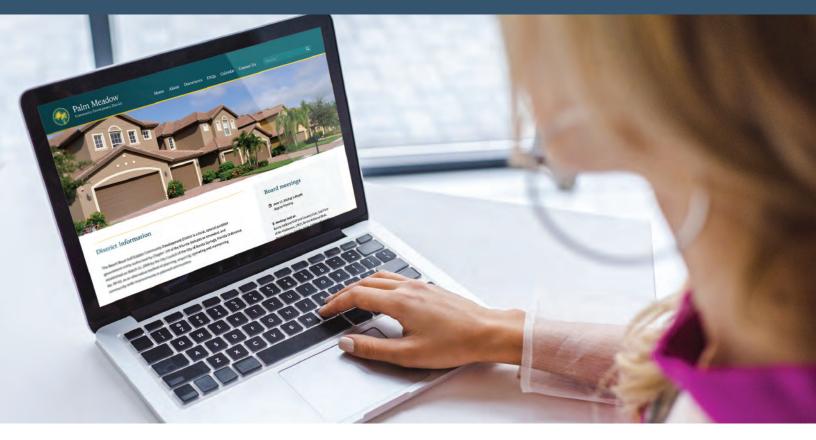
Pricing

Effective date: 02 / 01 / 2024

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$2,325.00
 Migration website pages and present on a staged website for approval Initial PDF Accessibility Compliance Service for unlimited pages of remediation 		
Annual ongoing services	Quantity	Subtotal
Website services	1	\$600.00
• Hosting, support and training for users		
Website management tools to make updates		
Secure certification (https)		
 Monthly accessibility site reporting, monitoring and error corrections 		
Ongoing PDF Accessibility Compliance Service	Unlimited	\$937.50
 Remediation of all PDFs stored on your website Remediation of up to unlimited pages 		
Remediation of up to unlimited pagesDashboard for reporting and managing all PDFs		
 48-hour turnaround for fixes for board agendas 		
• PDF manager dashboard		
Social Media Manager		Included



Accessibility Compliance with Campus Suite



Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

Keeping it all accessible - and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

Designed for districts



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money



Keeping your community informed and compliant.

Accessibility Compliance with Campus Suite

We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- ✓ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..









Frequently asked questions

For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

Are there any hidden fees?

No.

How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

Statement of work

- 1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
 - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
 - Contain a website accessibility policy that includes: a commitment to accessibility for persons with disabilities, the accessibility standard used and applied to the website (at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) in case users encounter any problems;
 - 3. Display an ADA compliance shield, seal, or certification;
 - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
 - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
 - 6. Be free of any commercial advertising;
 - 7. Be free of any known spyware, virus, or malware;
 - 8. Secure certification (https)
 - 9. Secure cloud hosting with fail-overs
 - 10. Allow for data backups, and record retention as required by law;
 - 11. Allow for the display a calendar, reservation request form, and newsletter;
 - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
 - Remediate unlimited pages identified by the District for the new website in an ADA compliant format.*

2. Maintenance and Management of the Website.

- 1. Contractor will manage and maintain the website;
- 2. Remediate in an ADA compliant format new documents (a not to exceed Unlimited pages per year) uploaded by the District Manager to the document portal;*
 - 1. For Agenda Packages, the Contractor shall turn around the documents within 2 business days
- 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

- 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
- 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

3. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
- 4. **Support Services.**Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

*If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

Website Creation and Management Agreement

This Website Creation and Management Agreement (this "Agreement") is entered into as of 02 / 01 / 2024, between the Stonegate Preserve - Manatee County Community Development District, whose mailing address is 3434 Colwell Avenue, Tampa, FL 33614 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

Background Information:

The District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

Operative Provisions:

1. Incorporation of Background Information. The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.

2. Scope of Services. The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto.

3. Term and Renewal. The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

4. Termination.

a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.

b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

c. Upon termination of this Agreement:

i. The Contractor will 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. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.

ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.

iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.

iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

5. Compensation and Prompt Payment.

a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$2,325.00 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.

b. Starting on February 1, 2024 the District agrees to compensate the Contractor an annual payment of \$1,537.50 for Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on an annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.

6. Additional Work. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

7. Ownership of Website, Domain Name, and Content. The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.

8. No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

9. Promotion. The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

10. Warranty. The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.

12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.

13. Insurance. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

14. Limitation of Liability. Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.

15. Indemnification. Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

16. Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.

17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

18. Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.

19. Enforcement of Agreement. Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-933-5571, OR BY EMAIL AT INFO@RIZZETTA.COM, OR BY REGULAR MAIL AT 12750 CITRUS PARK LANE, SUITE 115, TAMPA, FLORIDA 33625.

21. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.

22. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

23. Assignment. This Agreement is not transferrable or assignable by either party without the written approval of both parties.

24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in

writing, signed by both parties hereto.

25. Arm's Length Transaction. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

27. Entire Agreement. This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.	Stonegate Preserve - M Development District	Stonegate Preserve - Manatee County Community Development District	
Ted Saul Date Account Manager	Print name	Date	

Tab 5



Aquatic Management Agreement

This agreement is between Sitex Aquatics, LLC. Hereafter called "Sitex" & StoneGate Preserve CDD hereafter called "customer"

Customer:	Stonegate Preserve CDD
C/O:	Rizzetta
Contact:	Debby Wayne Wallace
Address:	12750 Citrus Park In Suite 115 Tampa, FL 33625
Email:	dbwallace@rizzetta.com
Phone:	813.933.5571

Sitex agrees to provide aquatic management services for a period of 12 months In accordance with the terms and conditions of this agreement in the following sites:

22 waterways (34 acres) at the Stonegate Preserve Community located in Parrish, FL (see attached map)

Customer agrees to pay Sitex the following amounts during the term of this agreement for the specific service:

1.	Shoreline Grass and Brush Control	Included
2.	Underwater, Floating and Algae Treatment	Included
3.	Algae call back service	Included
4.	All Services Performed by State Licensed Applicator	Included
5.	Picture Treatment Report Monthly	Included
6.	Use of EPA Regulated Materials Only	Included
7.	Storm Structure Vegetation Management	Included
8.	Non-Construction trash removal (See Terms)	Included

Service shall consist of Twenty-Four (24) site visits a year with treatments as needed.

Customer agrees to pay Sitex the following amount during the term of this agreement which shall be 05/01/24 thru 04/31/25 Agreement will automatically renew as per Term and Conditions:

Total Monthly Service Amount:	\$1,900.00
Total Annual Maintenance Cost:	\$22,800.00

Invoice is due and payable within 30 days. Overdue accounts may accrue a service charge.

Customer acknowledges that he/she has read and is familiar with the additional terms and conditions printed on the reverse side, which are incorporated in this agreement.

04/04/2024

Accepted By

President, Sitex Aquatics IIc.

Terms & Conditions

Sitex agrees to provide all labor, supervision, and equipment necessary to carry out the work. There shall be no variance from these specifications unless expressly stated through an addendum.

The Annual Cost will be paid to Sitex in Twelve (12) equal payments, which are due and payable in advance of each month in which the service will be rendered and will be considered late on the 30th of that month. A surcharge of two present (2%) per month will be added for delinquent payments. The Customer is responsible for any collection or attorney's fees required to collect on this agreement.

This Agreement will be for a twelve (12) month period. This Agreement shall be automatically renewed at the end of the twelve (12) months. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing to Customer. Both parties agree that service shall be continuous without interruption.

Additional Services requested be the customer such as trash clean up, physical cutting or paint removal, and other additional services performed will be billed separately at the current hourly equipment and labor rates.

Cancellation by either the Customer or Sitex may terminate the Agreement without cause at any time. Termination shall be by written notice, received by either the customer or Sitex at least thirty (30) days prior to the effective date of the termination.

Neither party shall be responsible for damage, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of Nature, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. • Sitex agrees to hold Customer harmless from any loss, damage or claims arising out of the sole negligence of Sitex. However, Sitex shall in no event be liable to Customer or other for indirect, special or consequential damage resulting from any cause whatsoever.

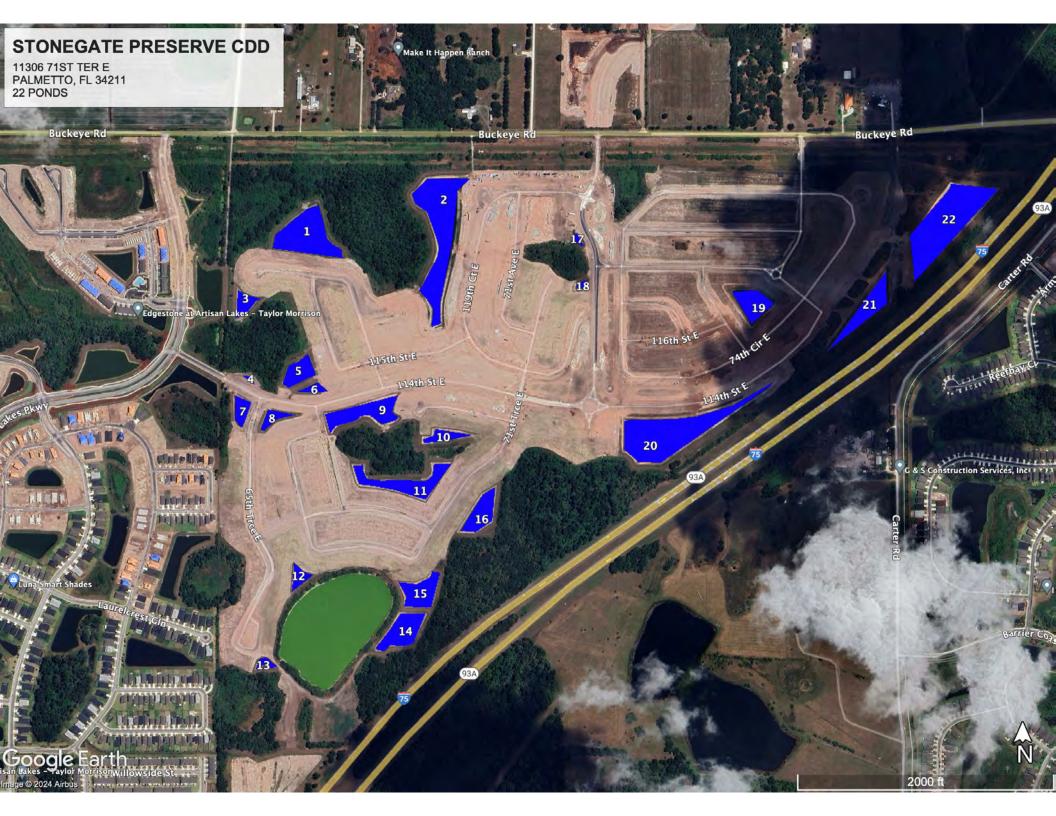
It is agreed by both Parties that the work performed under this Agreement will be done on a schedule that is sensitive to the overall function of the property. Additionally, it is understood that all work will be performed during the normal business week (MondayFriday) unless otherwise stipulated.

Sitex shall maintain the following insurance coverage and limits;

- (a) Workman's Compensation with statutory limits;
- (b) Automobile Liability;
- (c) Comprehensive General Liability including Property Damage, Completed Operations, and Product Liability.

A Certificate of insurance will be provided upon request. Customers requesting special or additional insurance coverage and/or language shall pay resulting additional premium to Sitex to provide such coverage. • This Agreement shall be governed by the laws of the state of Florida.

"NON-CONSTRUCTION TRASH REMOVAL INCLUDES SMALL ITEMS ONLY I,E, CUPS, PLASTIC BAGS, ETC. ITEMS TOTALING NO MORE THAN A 5 GALLON BUCKET WORTH ARE INCLUDED AFTER CONSTRUCTION IS COMPLETED, IN WATER ONLY"



STEADFAST ENVIRONMENTAL



Stonegate Preserve CDD

Proposal for Pond Maintenance at: Stonegate Preserve CDD 11306 71st Terrace E, Palmetto, FL 34221





April 1st, 2024

Rizzetta & Company

3434 Colwell Avenue, Suite 200, Tampa, FL 33614

Attn: Debby Wallace

We greatly appreciate the opportunity to bid on this project for you.

Attached is the agreement for waterway services at Stonegate Preserve.

Program to consist of areas #1-22 as indicated on attached map.

Area to be serviced measures 25,927 LF LF & 33.93 AC.

Occurrence: 2 events/month

Annual Cost: \$23,256.00

(**\$1,938.00** per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request. These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

oseph Hamilton

Steadfast Environmental, LLC. Joseph C. Hamilton, Owner/Operator

Steadfast Environmental Division 30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Maintenance Contract

Aquatic Maintenance Program

STEADFAST

- 1. Algicide Application: John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algicides approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
- 2. Herbicide Application: Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algicide applications.²
- 3. Submersed Vegetation Control: Treatments of EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Hydrilla, Dwarf Babytears, Chara, Duckweed, ect.*
- 4. Debris Collection: Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
- 5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
- 6. **Outflow Inspections:** Water Outflow / Drainage System Inspection: At the commencement of the contract, the Steadfast Environmental will require notification of known drainage issues. Throughout the contract, outflow structures will be inspected regularly to insure proper drainage/functionality.*^{,3}

Special Services:

- 1. <u>Physical & Mechanical Removals of Invasive/Exotic Vegetation.</u> Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
- 2. <u>Planting of Native & Desirable, Low-lying Aquatic Vegetation</u> Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
- Aquatic Fountain & Aeration Installation Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
- 4. <u>Native Fish Stocking</u> Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
- 5. <u>Triploid Grass Carp Stocking</u> Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
- 6. <u>Excess Trash/Oversize Object Collection Visits</u> Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
- 7. <u>Seasonal Midge Fly Treatments</u> Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

*These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. ¹ There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ² Herbicide applications may be reduced during the rainy season/in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ³ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.



Steadfast Environmental Division 30435 Commerce Drive, Suite 102 San Antonio, FL 33576 844-347-0702 | office@steadfastalliance.com

Gate Code:

Service Area





Agreement

The contract will run for one year starting _______. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

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

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licensees will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

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



Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

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

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

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

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

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____2024.

Kevin Riemens Steadfast Representative

Signature of Owner or Agent

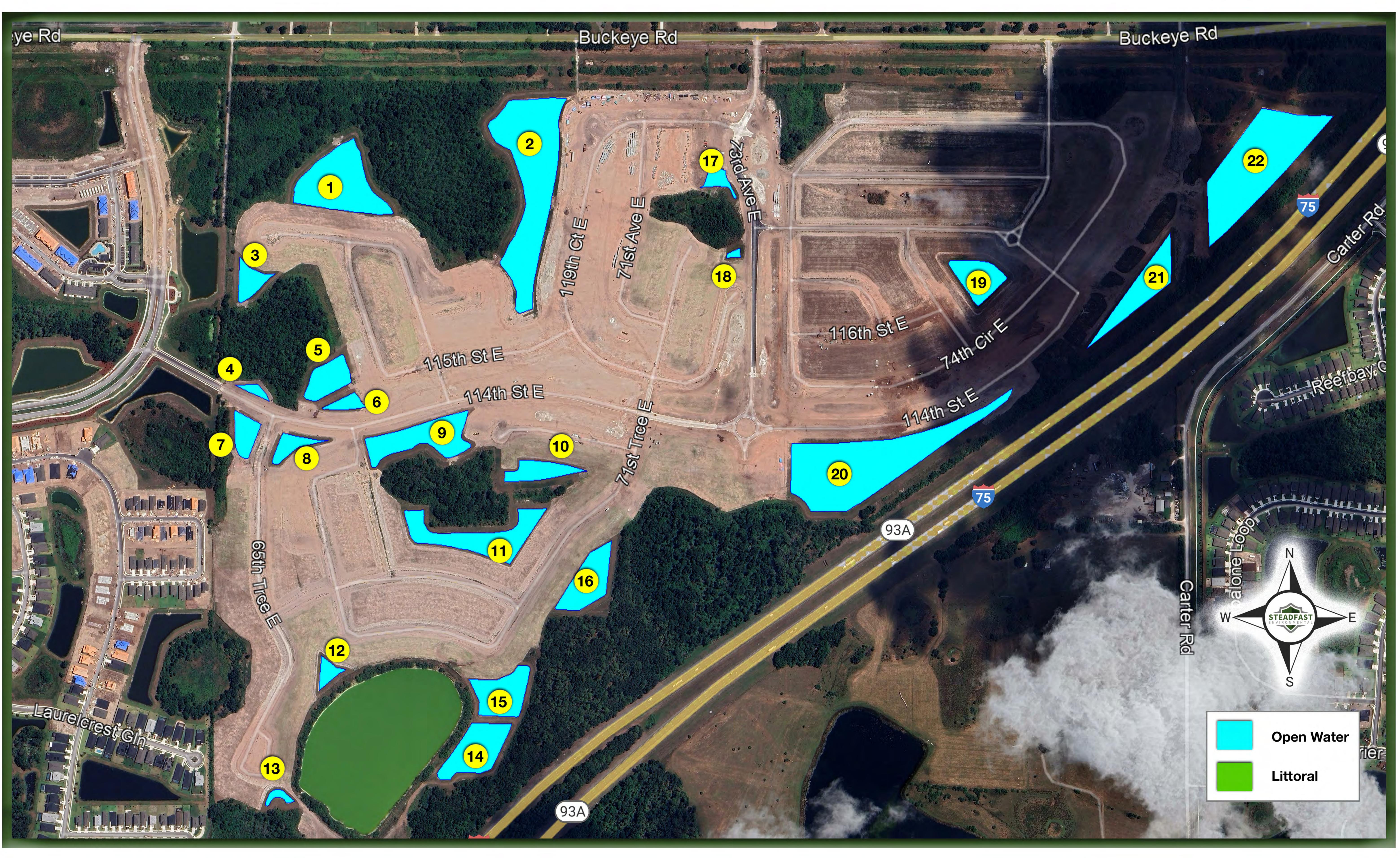
Aquatics Director

Title

Title



Stonegate Preserve 11306 71st Ter E, Palmetto, FL 34221



Gate Code:

Tab 6



UPCOMING DATES TO REMEMBER

• Next Meeting: June 27, 2024 @ 11:00am

District Manager's Report	May 23	0	24
FINANCIAL SUMMARY	All Marter	and A	<u>3/31/2024</u>
General Fund Cash & Investment Balance:			\$20,589
Reserve Fund Cash & Investment Balance:		\$0	
Debt Service Fund Investment Balance:		\$354,067	
Total Cash and Investr Balances:	nent		\$374,656
General Fund Expense Variance:		\$180,536	Under Budget Developer

S T O N E G Α Т E Ρ R E S E R V E С D D

Professionals in Community Management



District Manager's Report:

Site Visit Report – 4/4/2024 Attached.

From: Debby Bayne-Wallace <dbwallace@rizzetta.com>
Sent: Friday, April 5, 2024 11:06 AM
To: Kelly Evans <kelly.evans@lennar.com>; Becca Bible
<rbible@steadfastalliance.com>; Floyd Wyatt <fwyatt@steadfastalliance.com>; Chris
Wallen <cwallen@steadfastalliance.com>
Subject: Stonegate Preserve CDD - 4/4/2024 Site Visit Report

Group: Plants, sod and trees look great. Please see photos and notes below. Thank you.

Debby Wallace Regional Manager

813.933.5571 Ext: 8814 dbwallace@rizzetta.com

rizzetta.com

Board Of Supervisors: In an effort to maintain compliance with the Florida Sunshine Law, please do not reply globally to this notification. Any questions should be directed to the sending party only or to the Management Office at (813) 933-5571.

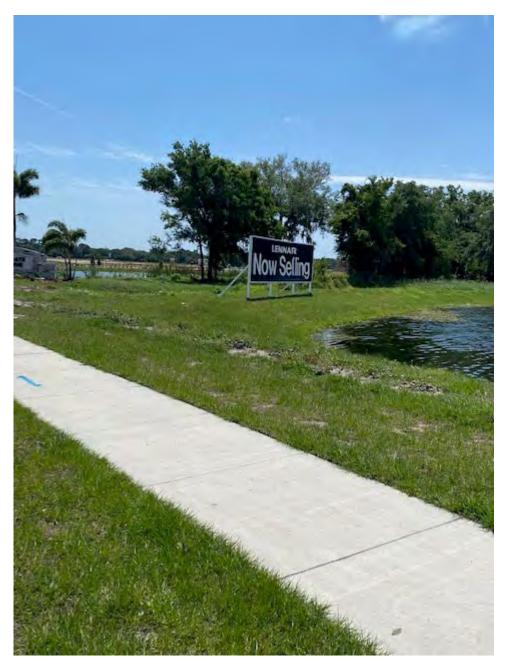
This electronic message transmission and any attachments contain information from Rizzetta & Company, Inc. which may be confidential or privileged. The information is solely intended for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this information is prohibited. If you have received this electronic transmission in error, please immediately notify us by return email or telephone at (888) 208-5008 and delete the original message. Under Florida law, certain written communications with the sender of this message may be subject to public records disclosure requirements. Please be aware of this electronic message and its related attachments (including forwarded messages) do not constitute a legal opinion on behalf of the sender and/or Rizzetta & Company, Inc. Recipients of this message, whether directly addressed or not, should not rely upon or otherwise construe this message as legal advice. The sender is not a licensed financial advisor or securities broker; any financial topics addressed herein are for informational purposes and do not constitute investing advice. Thank you.

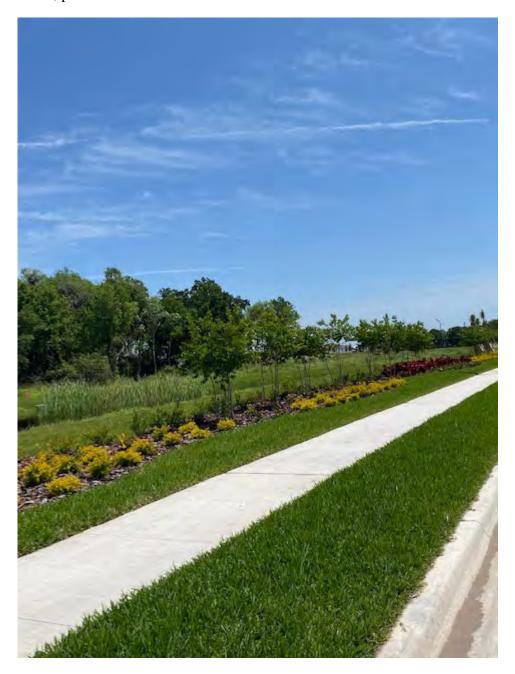


Entryway monuments – 2 at 114th St. and 2 at Buckey Rd.



Lennar sign at 114th St.

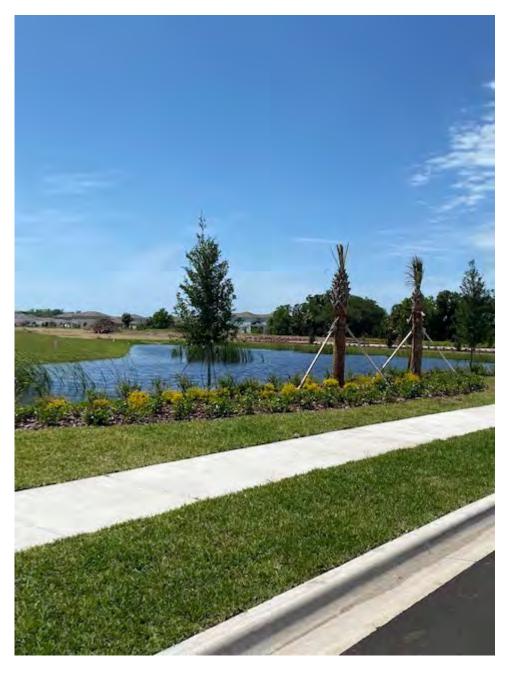




Trees, plants and sod well maintained.



Pond maintenance will begin shortly.







New plants and trees look great.

