UNION PARK COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Wednesday June 3, 2020 6:15 p.m.

Location: Conducted Via Electronic Teleconference

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

Union Park

Community Development District

Board of Supervisors **Union Park Community Development District**

Dear Board Members:

A Meeting of the Board of Supervisors of the Union Park Community Development District is scheduled for Wednesday, June 3, 2020 at 6:15 p.m.

Due to current issues related to COVID-19, the Florida Governor released Executive Order 20-69 which allows governmental public meetings and required quorums to be completed via telephone conference. In respect of current social distancing recommendations this meeting will be conducted via telephone in order to protect the health and safety of the public. Both members of the board and the public may join this meeting via telephone as follows:

Call in phone number: 929-205-6099

Meeting ID: 862 9153 8502

Password: 720828

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

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Tonya Elliott-Moore

Tonya Elliott-Moore District Manager 813-374-9104

Cc: Attorney

Engineer
District Records

District: UNION PARK COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Wednesday June 3rd, 2020

Time: 6:15 p.m.

Location: Via Electronic Teleconference

Due to COVID 19

Per Gov Exec Order 20-69

Dial-in Number: **(929) 205-6099** Meeting ID: 86291538502#

Agenda

I. Roll Call

Mike Lawson – Chair
Lori Price – Asst. Secretary

Doug Draper – Vice Chair
Christie Ray – Asst. Secretary

District Attorney District Engineer

II. Audience Comments – (limited to 3 minutes per individual on agenda items)

III. Consent Agenda

- A. Approval of the February 5, 2020 Meeting Minutes
- B. Acceptance of the January April, 2020 Unaudited Financial Reports
- C. Accept Voter Count 1,157

IV. Business Matters

A. Consider and Approve Resolution 2020-03, Appointing a Exhibit 1

B. Consider and Approve Resolution 2020-04, Landowner Elections Exhibit 2

C. Discussion and Approval of Proposed Budget FY 2020-2021 Exhibit 3

D. Consider and Approve Resolution 2020-05, Approving Proposed Exhibit 4 Budget and Setting a Public Hearing (FY2020-2021)

V. Administrative Matters

A. Ratify POs and contracts

Exhibit 5

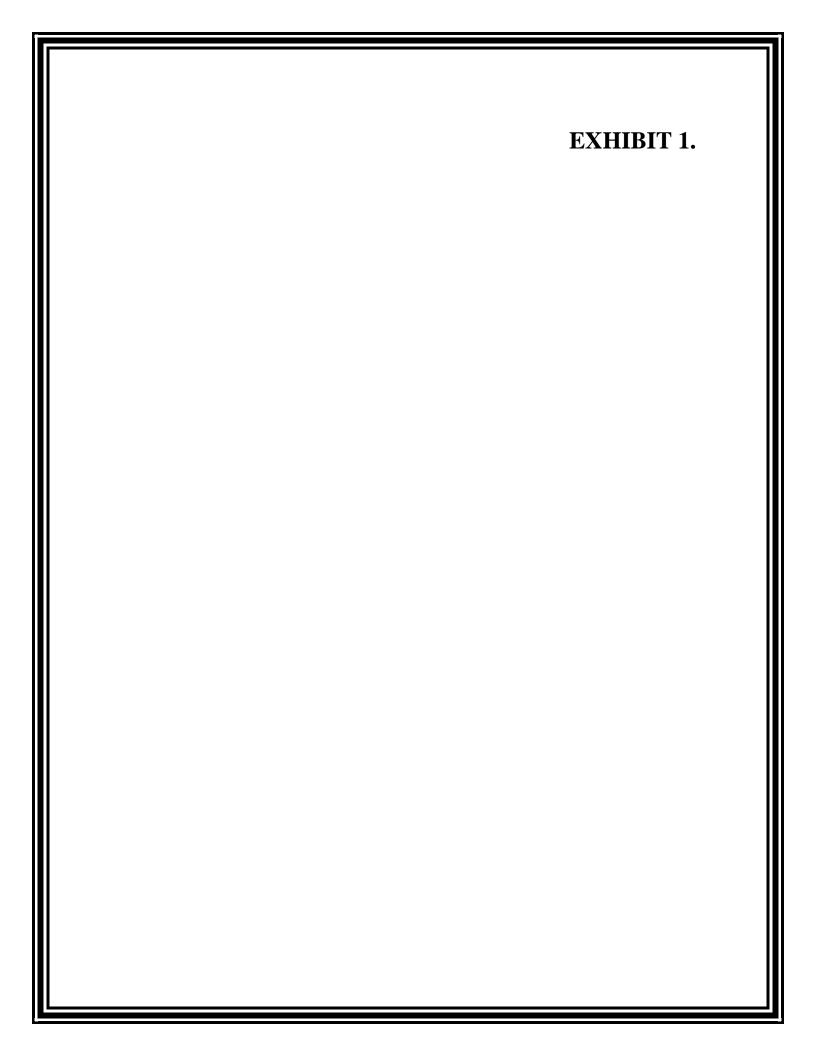
B. Reminder for Supervisors to file Form 1 by July 1

VI. Staff Reports

- A. District Manager
- **B.** District Attorney
- C. District Engineer
- VII. Audience Comments New Business (limited to 3 minutes per individual)

VIII. Supervisor Requests

IX. Adjournment



RESOLUTION 2020-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE SECRETARY OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Paul Cusmano, has resigned as secretary of the District; and

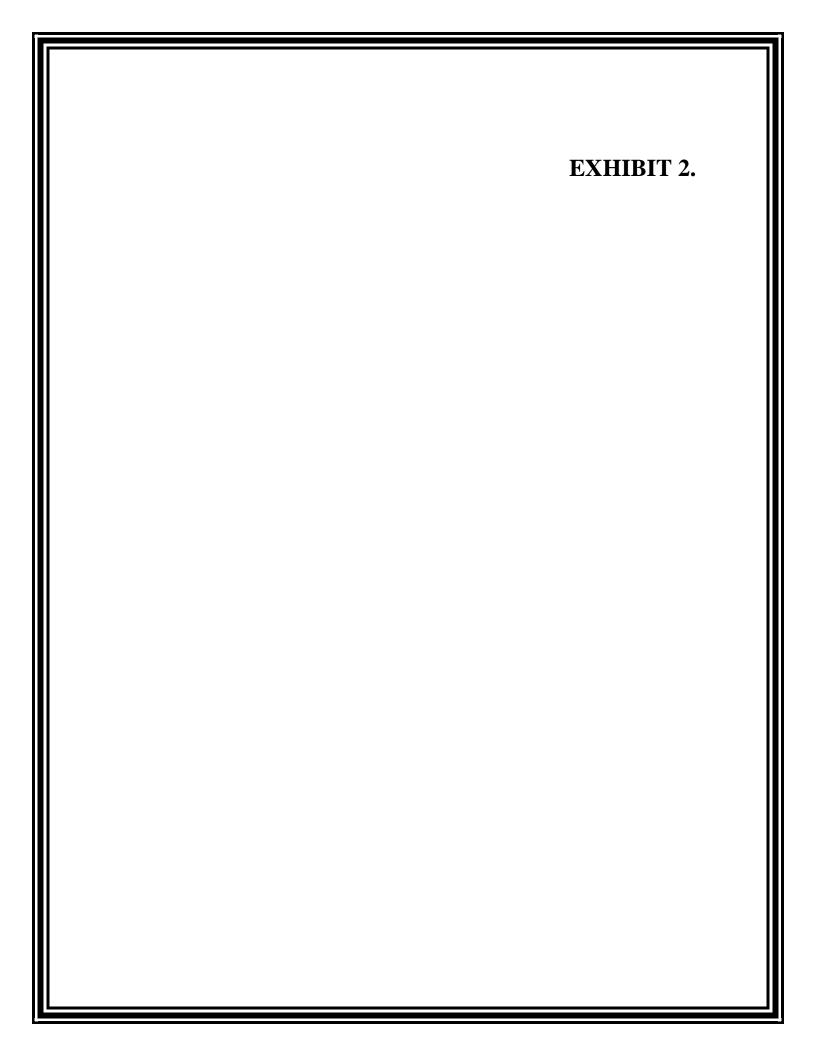
WHEREAS, the Board of Supervisors ("Board") desires to name the Secretary for the District.

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

- 1. Tonya Elliott-Moore is appointed Secretary.
- 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of June, 2020.

ATTEST:	UNION PARK COMMUNITY DEVELOPMENT DISTRICT
Printed Name:	Michael Lawson
Secretary/Assistant Secretary	Chair, Board of Supervisors



RESOLUTION 2020-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE UNION PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME, AND LOCATION FOR A LANDOWNERS' MEETING FOR THE PURPOSE OF ELECTING 1 MEMBER OF THE BOARD; PROVIDING FOR PUBLICATION; PROVIDING SAMPLE NOTICE, INSTRUCTIONS, PROXY, AND BALLOT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District was established on November 29, 2012 by Ordinance No. 12-25 of the Pasco County Board of County Commissioners;

WHEREAS, the terms for Board seat 3 are set to expire in November 2020; and

WHEREAS, the District is statutorily required to announce a meeting of the landowners of the District for the purpose of electing 1 member of the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

- **Section 1.** In accordance with Section 190.006(2)(b), Florida Statutes the landowners' meeting to elect 1 member of the Board, to Board seat <u>3</u>, will be held on November 4, 2020, at 6:15 p.m. at the Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, FL.
- **Section 2.** The District's Secretary is hereby directed to publish notice of this landowners' meeting in accordance with the requirements of Section 190.006(2)(a), Florida Statutes.
- **Section 3.** Pursuant to Section 190.006(2)(b), Florida Statutes, a sample notice of landowners' meeting and election, instructions on how all landowners may participate in the election, a sample proxy, and a sample ballot form are attached hereto as **Exhibit A**. Copies of such documents can be obtained from the District Manager's office.
- **Section 4.** This Resolution shall become effective immediately upon its adoption.

Passed and Adopted on June 3, 2020.

Attest:	Union Park Community Development District
Print Name:	Michael Lawson
Secretary/ Assistant Secretary	Chair/ Vice Chair of the Board of Supervisors

Exhibit A

Notice of Landowners' Meeting and Election and Meeting of the Board of Supervisors of the Union Park Community Development District

Notice is hereby given to the public and all landowners within the Union Park Community Development District (the "District"), comprised of approximately 248.558 acres in Pasco County, Florida, advising that a landowners' meeting will be held for the purpose of electing 1 member of the Board of Supervisors of the District. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

Date: November 4, 2020

Time: 6:15 p.m.

Place: Hilton Garden Inn

26640 Silver Maple Parkway

Wesley Chapel, FL

Each landowner may vote in person or by written proxy. Proxy forms and instructions relating to landowners' meeting may be obtained upon request at the office of the District Manager located at 250 International Parkway, Suite 280, Lake Mary, Florida 32746. A copy of the agenda for these meetings may be obtained from the District Manager at the above address.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. There may be an occasion where one or more supervisors will participate by telephone.

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in these meetings is asked to contact the District Manager at (813) 374-9104 Extension 4301, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at 711 for aid in contacting the District Manager.

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

Tonya Elliott-	-Moore,	District 1	Manager
Run Date(s):			

Exhibit A

Instructions Relating to Landowners' Meeting of the Union Park Community Development District for the Election of Members of the Board of Supervisors

Date: November 4, 2020

Time: 6:15 p.m.

Location: Hilton Garden Inn

26640 Silver Maple Parkway

Wesley Chapel, FL

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

A landowner within the District may vote in person at the landowners' meeting or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast 1 vote per acre of land owned by him or her and located within the District, for each seat on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as 1 acre, entitling the landowner to 1 vote with respect thereto. Please note that a particular parcel of real property is entitled to only 1 vote for each eligible acre of land or fraction thereof; therefore, 2 or more people who own real property in common, that is 1 acre or less, are together entitled to only 1 vote for that real property. Platted lots shall be counted individually and entitled to 1 vote. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy.

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

This year, 1 seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes will receive a 4-year term. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by 1 of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property, or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than 1 vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

Exhibit A

Landowner Proxy

Union Park Community Development District Landowners' Meeting – November 4, 2020

	SE PRESENTS, that the undersigned,	1
lands described herein, hereby constitution for and on behalf of the undersigned,	tutes and appoints	("Proxy Holder")
for and on behalf of the undersigned,	to vote as proxy at the meeting of th	ne landowners of the Union
Park Community Development Distr	rict to be held at the Hilton Garder	Inn, 26640 Silver Maple
Parkway, Wesley Chapel, FL, on No		
according to the number of acres of		
landowner that the undersigned would		
proposition, or resolution or any ot	<u> </u>	
including, but not limited to, the elect		
may vote in accordance with his or he		
solicitation of this proxy, which may l		or accommised at the time of
solicitation of this proxy, which may i	eguily be considered at said meeting.	
Any proxy heretofore given by	y the undersigned for said meeting is	hereby revoked. This proxy
is to continue in full force and effect		
meeting and any adjournment or adj	ournments thereof, but may be revol	ked at any time by written
notice of such revocation presented at		
the voting rights conferred herein.		
the voting rights conferred herein.	Signature of Legal Owner I	Date
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein.	Signature of Legal Owner I Acreage/or # of Platted L	
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein. Printed Name of Legal Owner		
the voting rights conferred herein. Printed Name of Legal Owner	Acreage/or # of Platted L	ots Authorized Votes
Trinted Name of Legal Owner Address/Legal/or Parcel ID #	Acreage/or # of Platted L	ots Authorized Votes ———————————————————————————————————
Trinted Name of Legal Owner Address/Legal/or Parcel ID # [Insert above the street address of ear	Acreage/or # of Platted L Acreage/or # of Platted L ch parcel, the legal description of early forms and the space is needed, identification	ots Authorized Votes ———————————————————————————————————
Tinsert above the street address of ea identification number of each parcel.	Acreage/or # of Platted L. ch parcel, the legal description of each identification through the hereto.]	ots Authorized Votes ———————————————————————————————————

NOTES:

- 1. Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as 1 acre entitling the landowner to 1 vote with respect thereto.
- 2. 2 or more persons who own real property in common that is 1 acre or less are together entitled to only 1 vote for that real property.
- 3. If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).
- 4. Electronic signatures are not accepted because the integrity and security control processes required by Sections 668.001-.006, Florida Statutes are not feasible for the District at this time.

Official Ballot

Union Park Community Development District

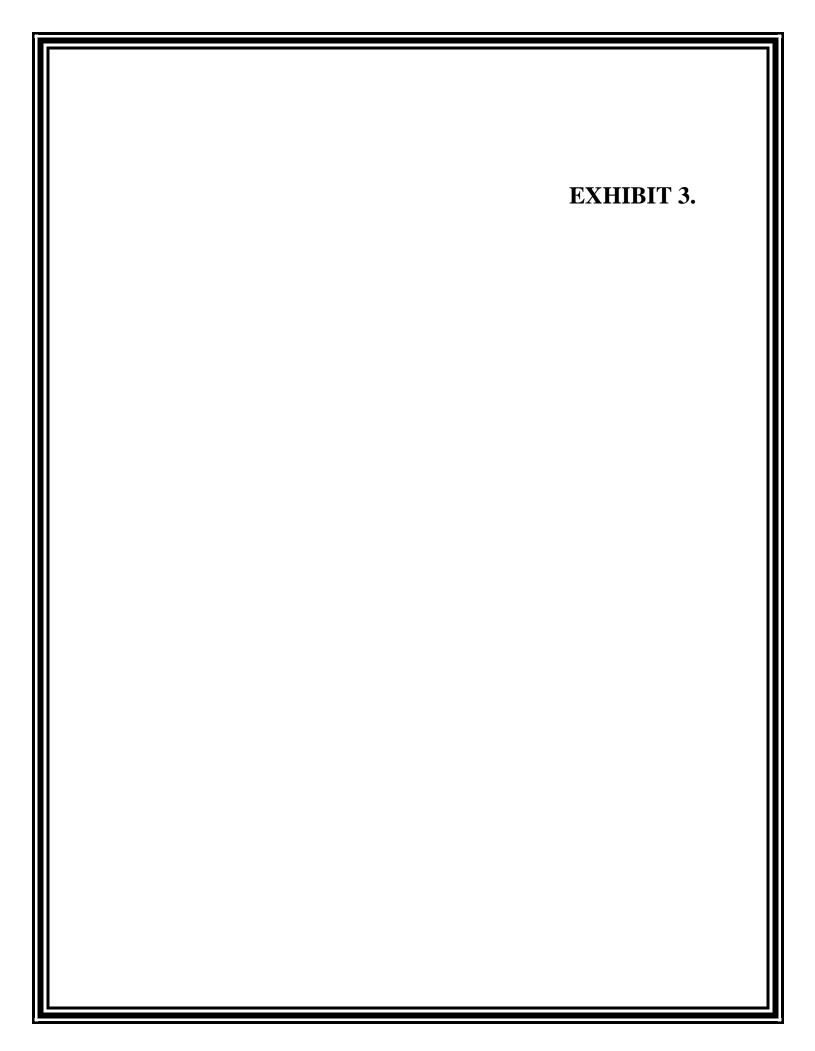
Landowners' Meeting - November 4, 2020

(Election of 1 Supervisor)

The candidate receiving the highest number of votes will receive a 4-year term, with the term of office for the successful candidate commencing upon election.

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

Address/Legal/or Parcel ID #	Acreage/or # of Platted Lots Authorized Votes
	ch parcel, the legal description of each parcel, or the tax parcel If more space is needed, identification of parcels owned may be ment hereto.]
	Total Number of Authorized Votes:
I,(last my votes as follows:	, as landowner, or as the proxy holder of andowner) pursuant to the Landowner Proxy attached hereto, do
Name Of Candidate	Number Of Votes
1	
2	
3	
Date:	Signature:
	Printed Name:



STATEMENT 1 UNION PARK CDD

FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 YTD-	FY 2021	VARIANCE
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ADOPTED	MAR	PROPOSED	2020-2021
REVENUE								
GENERAL FUND REVENUE /(1)	\$ 201,94		\$ 621,447	\$ 794,192	\$ 802,270	\$ 784,107	\$ 830,297	\$ 28,027
DEVELOPER FUNDING	395,91	196,928	72,620	-	-	-	-	-
FUND BALANCE FORWARD		- -	-	-	-	-	-	-
MISCELLANEOUS REVENUE	2,17		350	66,000	-	-	-	-
RENTAL	53		-	-	-	-	-	-
INTEREST	10		311	311	-	-	-	-
DEFICIT FUNDING		50,000	44,156	-	-	-	-	-
TOTAL REVENUE	600,66	724,503	738,884	860,504	802,270	784,107	830,297	28,027
EXPENDITURES								
GENERAL ADMINISTRATIVE								
SUPERVISORS COMPENSATION	\$ 6,80	\$ 2,400	\$ 4,200	\$ 2,800	\$ 12,000	\$ 800	\$ 8,000	\$ (4,000)
PAYROLL TAXES	52	184	321	\$ 214	918	61	612	(306)
PAYROLL SERVICES	57	5 249	413	\$ 317	685	49	685	-
SUPERVISOR TRAVEL PER DIEM	4	38	76	\$ 15	300	16	300	-
MANAGEMENT CONSULTING SERVICES	21,00	21,000	24,996	\$ 24,996	25,000	12,498	25,000	-
CONSTRUCTION ACCOUNTING SERVICES	9,00	9,000	3,000	\$ 3,500	-	-	-	-
PLANNING, COORDINATING & CONTRACT SRVCS	36,00	36,000	36,000	36,000	36,000	18,000	36,000	-
ADMINISTRATIVE SERVICES	3,60	3,600	3,600	3,600	3,600	1,800	3,600	-
BANK FEES	10	200	276	440	175	-	175	-
MISCELLANEOUS	1,90	171	788	846	500	-	500	-
AUDITING SERVICES	2,50	2,800	2,650	2,500	2,750	-	3,200	450
INSURANCE (Liability, Property & Casualty)	17,80	16,714	21,701	25,917	26,370	16,033	28,425	2,055
MASS MAILING		1,074	-	_	-	-	-	-
REGULATORY AND PERMIT FEES	17	5 175	175	175	175	175	175	-
LEGAL ADVERTISEMENTS	1,65	1,220	850	1,986	1,000	-	1,500	500
ENGINEERING SERVICES	9,13	8,876	2,954	2,836	4,000	2,528	5,000	1,000
LEGAL SERVICES	8,20	11,717	9,306	6,989	8,500	2,920	8,500	-
PERFORMANCE & WARRANTY BOND PREMIUM	2,50	2,500	2,500	-	-	-	-	-
PROPERTY APPRAISER	15	-	150	-	750	-	150	(600)
PROPERTY TAX - 32885 NATURAL BRIDGE ROAD		- 55	128	129	150	-	145	(5)
MEETING ROOM RENTAL	92	180	180	240	2,160	-	1,440	(720)
WEBSITE HOSTING	98	737	738	2,226	2,265	1,605	1,650	(615)
TOTAL GENERAL ADMINISTRATIVE	\$ 123,57	5 \$ 118,889	\$ 115,002	\$ 115,725	\$ 127,298	\$ 56,484	\$ 125,057	\$ (2,241)
DEBT ADMINISTRATION:								
DISSEMINATION AGENT	\$ 6,50	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ 6,500	\$ -
TRUSTEE FEES	8,08	14,165	12,391	12,926	10,721	9,082	10,991	270
ARBITRAGE	-,	.	1,400	1,300	1,950	_	1,950	_
BUDGET FUNDING AGREEMENT		- -	50,000	-	-	_	-	_
TOTAL DEBT ADMINISTRATION	\$ 14,58	\$ 20,665		\$ 20,726	\$ 19,171	\$ 15,582	\$ 19,441	\$ 270

STATEMENT 1 UNION PARK CDD

FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 YTD-	FY 2021	VARIANCE
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ADOPTED	MAR	PROPOSED	2020-2021
PHYSICAL ENVIRONMENT EXPENDITURES:								
STREETPOLE LIGHTING	\$ 51,656	\$ 75,228	\$ 88,157	\$ 126,339	\$ 127,956	\$ 56,402	\$ 127,956	\$ -
ELECTRICITY (IRRIGATION & POND PUMPS)	1,440	3,995	10,570	3,069	4,000	1,073	3,800	(200)
WATER - RECLAIMED (Purchase well water)	-	2,707	906	-	-	-	-	-
WATER - PASCO COUNTY UTILITIES	14,135	-	-	363	800	91	400	(400)
LANDSCAPING MAINTENANCE	241,802	199,259	172,485	249,693	260,000	125,047	260,000	-
LANDSCAPE REPLINISHMENT	2,905	16,163	56,582	16,882	15,000	-	15,000	-
IRRIGATION MAINTENANCE	8,656	15,981	5,198	10,360	12,000	1,635	12,000	-
RUST PREVENTION	6,545	13,090	7,140	9,000	15,600	7,800	15,600	-
ENVIRONMENTAL MITIGATION & MAINT.	5,950	2,500	4,050		6,900	-	5,000	(1,900)
POND MAINTENANCE	5,315	7,733	8,836	8,976	10,038	2,744	9,822	(216)
RETENTION POND MOWING	6,400	7,832	-	-	-	-	-	-
STORMWATER DRAIN & MAINTENANCE	13,037	4,564	-	-	-	-	-	-
NPDES MONITORING	5,025	3,150	-	-	-	-	-	-
BRIDGE MAINTENANCE	-	6,600	-	-	5,000	-	5,000	-
EROSION CONTROL	-	-	-	-	5,000	-	5,000	-
COMPREHENSIVE FIELD TECH SERVICES	-	-	5,000	20,712	15,440	7,722	15,444	4
FIELD SERVICE TECH	12,233	15,486	21,330	-	-	-	-	-
FIELD MANAGER TRAVEL	2,724	1,346	2,283	-	-	-	-	-
STREET SWEEP	7,800	9,463	7,938	-	-	-	-	-
CONTINGENCY & UNBUDGETED	4,071	-	3,156	87,513	3,000	327	25,000	22,000
SECURITY - OTHER	-	2,092	-	3,600	-	-	21,600	21,600
CAPITAL OUTLAY & MISC. CONSTRUCTION	20,144	119,720	3,220	-	-	-	-	-
HOLIDAY LIGHTING	-	-	5,900	5,900	15,000	5,203	15,000	-
TOTAL PHYSICAL ENVIRONMENT EXPENDITURES	\$ 409,838	\$ 506,909	\$ 402,751	\$ 542,406	\$ 495,734	\$ 208,043	\$ 536,622	\$ 40,888

STATEMENT 1 UNION PARK CDD

FY 2021 PROPOSED BUDGET GENERAL FUND (O&M)

	FY 2016 ACTUAL	FY 2017 ACTUAL	FY 2018 ACTUAL	FY 2019 ACTUAL	FY 2020 ADOPTED	FY 2020 YTD- MAR	FY 2021 PROPOSED	VARIANCE 2020-2021
COMMUNITY AMENITIES MAINTENANCE								
POOL SERVICE CONTRACT	\$ 7,260	\$ 7,260	\$ 6,655	\$ 17,940	\$ 20,440	\$ 8,970	\$ 20,440	\$ -
POOL MAINTENANCE & REPAIRS	6,503	8,919	4,509	-	2,500	-	2,500	-
SECURITY CAMERA MONITORING	1,800	3,600	3,600	-	3,600	2,100	3,600	-
SECURITY KEY FOBS AND ACCESS CARD	-	2,704	-	-	3,000	-	1,500	(1,500)
SPLASH PAD MAINTENANCE	-	-	1,485	-	3,000	-	2,000	(1,000)
POOL PERMIT	435	570	425	425	275	-	425	150
AMENITY MANAGEMENT	-	-	3,000	4,500	4,500	2,250	4,500	-
AMENITY CENTER PRESSURE WASH	-	-	-		5,250	-	5,250	-
AMENITY CENTER CLEANING & MAINT.	4,080	13,756	11,400	11,400	16,400	7,981	7,800	(8,600)
AMENITY CENTER INTERNET	1,965	2,051	2,091	2,090	2,100	1,053	2,160	60
AMENITY CENTER ELECTRICITY	13,385	10,539	10,473	9,065	10,800	4,714	10,500	(300)
AMENITY CENTER WATER	-	11,759	11,320	10,215	10,200	3,899	10,500	300
AMENITY CENTER PEST CONTROL	1,280	636	688	1,320	1,440	720	1,440	-
AMENITY CENTER RUST REMOVAL	-	17,200	8,300	-	-	-	-	-
PET WASTE REMOVAL	1,833	2,958	2,400	5,338	5,340	2,669	5,340	-
REFUSE SERVICE	-	-	1,230	1,222	1,222	574	1,222	-
LANDSCAPE MAINTENANCE -INFILL	-	-	-	5,184	10,000	-	10,000	-
COMMUNITY EVENTS & SUPPLIES	3,979	1,227	-	1,854	-	-	-	-
SPLASH ZONE MAINTENANCE	2,554	2,490	612	-	-	-	-	-
MISC. AMENITY CENTER REPAIRS & MAINT.	10,075	3,563	5,212	18,445	10,000	362	10,000	-
AMENITY CONTINGENCY				58,504	10,000	5,589	10,000	-
TOTAL AMENTIY CENTER OPERATIONS	\$ 55,149	\$ 89,231	\$ 73,400	\$ 147,501	\$ 120,067	\$ 40,881	\$ 109,177	\$ (10,890)
RESERVES								
INCREASE IN OPERATING RESERVE	·		\$ -	s -	\$ 40,000	\$ -	\$ 40,000	s -
TOTAL RESERVES	•	s -	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000	\$ -
TOTAL RESERVES	J	J	J	_	\$ 40,000	.	\$ 40,000	-
TOTAL EXPENDITURES	603,143	735,693	661,443	826,358	802,270	320,991	830,297	28,027
CONSTRUCTION EXPENDITURES (TRANFER-OUT)	(8,966)		(88,202)		-	-	-	-
EXCESS OF REVENUE OVER (UNDER) EXPEND.	(11,445)	(11,190)	(10,761)	34,145	32,129		72,129	_
FUND BALANCE - BEGINNING	31,381						-	-
FUND BALANCE BUDGETED INCREASE		19,936	8,745	(2,016)	40,000	-	40,000	-
FUND BALANCE - ENDING	19,936	8,745	(2,016)	32,129	72,129	-	112,129	-

Footnote:

⁽¹⁾ Revenue collections from County tax collector and/or budget funding agreement as needed only based on actual expenditures. Draws upon budget funding agreement can only be based on actual expenditures.

STATEMENT 2 UNION PARK CDD FY 2021 GENERAL FUND (O&M) ASSESSMENT ALLOCATION

1. ERU Assignment, Ranking and Calculation /(a)

9	9			
Lot Width	Units	ERU	Total ERU	% ERU
45'	144	0.90	129.60	18.54%
55'	201	1.10	221.10	31.63%
65'	171	1.30	222.30	31.80%
75'	84	1.50	126.00	18.03%
Total	600		699.00	100.00%

2. O&M Assessment Requirement ("AR")

AR = TOTAL EXPENDITURES - NET: \$ 830,297
Plus: Early Payment Discount (4.0%) \$ 35,332
Plus: County Collection Charges (2.0%) \$ 17,666

Total Expenditures - GROSS \$ 883,295 [a]

Total ERU: 699.00 [b]

Total AR / ERU - GROSS (as if all On-Roll): \$1,263.65 [a] / [b]

Total AR / ERU - NET: 1,187.84

3. Current FY Allocation of AR (as if all On-Roll) /(a)

	ì		Net	Gross	Total Gross
Lot Width	Units	ERU	Assmt/Unit	Assmt/Unit	Assmt
45'	144	0.90	\$1,069	\$1,137	\$163,770
55'	201	1.10	\$1,307	\$1,390	\$279,394
65'	171	1.30	\$1,544	\$1,643	\$280,910
75'	84	1.50	\$1,782	\$1,895	\$159,220
Total	600				\$883,294

4. Prior FY Allocation of AR (as if all On-Roll) /(a)

			Net	Gross	Total Gross
Lot Width	Units	ERU	Assmt/Unit	Assmt/Unit	Assmt
45'	144	0.90	\$1,033	\$1,099	\$158,242
55'	201	1.10	\$1,263	\$1,343	\$269,963
65'	171	1.30	\$1,492	\$1,587	\$271,428
75'	84	1.50	\$1,722	\$1,832	\$153,846
Total	600				\$853,479

5. CHANGE COMPARED WITH PRIOR FY

Lot Width	Units	Increase	% Increase	Amnt/mo.
45'	144	\$38	3.49%	\$3
55'	201	\$47	3.49%	\$4
65'	171	\$55	3.49%	\$5
75'	84	\$64	3.49%	\$5
Total	600			_

	UNION PARK - CONTRACT SUMMARY						
FINANCIAL STATEMEMT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)			
EXPENDITURES ADMINISTRATIVE:							
SUPERVISORS COMPENSATION	NA	8,000		Estimated 5 Supervisors to be in attendance for 8 meetings. Chapter 190 of the Florida Statute allows for \$200 per meeting			
PAYROLL TAXES	NA	612		Payroll taxes for Supervisor Compensation ; 7.65% of Payroll			
PAYROLL FEES	NA	685		Approximately \$54 per payroll and 1x yearly fee of \$25			
SUPERVISOR TRAVEL PER DIEM	NA	300		Reimbursement to Board Supervisors for travel to District Meetings			
MANAGEMENT CONSULTING SRVS	DPFG	25,000		The District receives Management & Accounting services as part of the District Management agreement			
CONSTRUCTION ACCOUNTING	NA	-		Construction Accounting Service for Requisition Processing			
PLANNING, COORDINATING & CONTRACT SERVICES	DPFG	36,000		Governmental agency coordination, construction & maintenance contract administration, technical and engineering support services associated with maintenance & construction of District infrastructure			
ADMINISTRATIVE SERVICES	DPFG	3,600		The District receives administrative services as part of the District Management agreement			
BANK FEES	BANK UNITED	175		Fees associated with maintaining the District's bank accounts			
MISCELLANEOUS		500		Miscellaneous as needed for General Administrative expenditures that are not appropriated in any other line items			
AUDITING	DEBARTELEMEO	3,200		State law requires the District to undertake an annual independent audit. The budgeted amount for the fiscal year is based on contracted fees from an existing engagement letter. This District will need to go our for RFP for FY 2020 audit.			
INSURANCE (LIABILITY, PROPERTY, CASUALTY, BRIDGE)	EGIS	28,425		Annual; for general liability, property and officer and director insurance. Confirmed amount with EGIS			
MASS MAILING				Mailings to Residents			
REGULATORY & PERMIT FEES		175		The District is required to pay an annual fee of \$175 to the Department of Economic Opportunity			
LEGAL ADVERTISEMENTS	TAMPA PUBLISHING	1,500		The District is required to advertise various notices for monthly Board meetings, RFP for Auditor, and other public hearings in a newspaper of general circulation			
ENGINEERING SERVICES	STANTEC	5,000		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments			
LEGAL SERVICES	STRALEY & ROBIN	8,500		Provides general engineering services to District, i.e. attendance & preparation for monthly board meetings and other specifically requested assignments			

			UNION PARK - CO	NTRACT SUMMARY
FINANCIAL STATEMEMT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
PERFORMANCE & WARRANTY BOND PREMIUM	DPFG	-		
PROPERTY APPRAISER		150		Collection fees - annual fees paid in April/May of each year.
POPERTY TAX - 32885 NATURAL BRIDGE ROAD		145		32885 Natural Bridge Rd Stormwater Taxes
MEETING ROOM RENTAL	RESIDENCE INN	1,440		\$180 each for 8 meetings
WEBSITE HOSTING	CAMPUS SUITE	1,650		ADA Compliant website and the remediation of 750 pages of documents for ADA compliance. Includes an additional \$135 for any unknown documents.
EXPENDITURES DEBT ADMINISTRATION:				
DISSEMINATION AGENT	LERNER SERVICES	6,500		Dissemination to facilitate District compliance with Securities & Exchange Commission continuing disclosure. Reports are file din October of each year.
TRUSTEE FEES	US BANK	10,991		Confirm amount with Trustee to maintain the District's bond funds for Series 2013, Series 2015 and Series 2016
ARBITRAGE		1,950		The District is required to calculate interest earned from bond proceeds each year pursuant to the Internal Revenue Code. Series 2013, Series 2015 and Series 2016. Report is scheduled for August of each year
BUDGET FUNDING AGREEMENT		-		
PHYSICAL ENVIRONMENT EXPENDITURES	S:			
STREETPOLE LIGHTING	TECO AND WITHLACOOCHEE	127,956		Phase 1A - \$250 for 7 poles, Union Park Blvd - \$1,900 for 41 poles, Phase 1B - \$900 for 25 poles, Phase 2A - \$1,600 for 43 poles, Phase 2B \$1,350 for 37 poles, Phase 4A - \$3,250 for 83 poles (an increase of 42 poles over PY), and Withlacoochee for 105 poles \$308 and 23 additional poles at \$1,105 monthly. Total average about \$10,663 per month for all Phases.
ELECTRICITY (IRRIGATION & POND PUMPS)	PASCO COUNTY	3,800		Electric utilities to maintain irrigation system & pond pumps. There are two meters: 1688 Union Park Blvd and 1685 Tallulah Terrace
WATER RECLAIMED FROM THE WELL		-		Reclaimed and potable
WATER - PASCO COUNTY UTILITIES	PASCO COUNTY	400		Total of 2 Meters. Meter 13459632 approximates \$10 monthly, and meter 13459633 approximates \$30 monthly
LANDSCAPING MAINTENANCE	BRIGHTVIEW	260,000	OM-UP-131	Brightview Base mgmt: \$172,485. Annual install of \$10,800, palm injections \$3,900, Palm Pruning \$4,008. Talimena Loop \$21,720 and Oldwoods Avenue is \$36,780.
LANDSCAPE REPLINISHMENT	BRIGHTVIEW	15,000		Landscape replenishment for items outside of the contract.
IRRIGATION MAINTENANCE	BRIGHTVIEW	12,000		Miscellaneous repairs and maintenance

			UNION PARK - CO.	THE TOTAL PROPERTY OF THE PROP
FINANCIAL STATEMEMT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
RUST PREVENTION	SUNCOAST	15,600	OM-UP-113	Provides rush inhibitor and monthly services of cleaning of rust from the property. Contract is for \$1,300 per month
ENVIRONMENTAL MITIGATION & MAINTENANCE	ECOLOGICAL CONSULTANTS	5,000	OM-UP-DPFG-109	Semi-Annual Monitoring-\$600 each; Mitigation Maintenance - \$950 each quarterly.
POND MAINTENANCE	SOLITUDE'	9,822	Pond Maint	Resource management program for waterway systems - \$748 for sites 1-12. 3yr contract 5/1/21 \$770/mo plus semi annual \$291 aerator maint.
RETENTION POND MOWING	BRIGHTVIEW	-		Now part of the Brightview contract
STORMWATER DRAIN & MAINTENANCE	GENESIS	-		Storm drain and wash out maintenance, repairs are as needed and vary
NPDES INSPECTION	GENESIS	-		
BRIDGE MAINTENANCE	MISC. AS NEEDED	5,000		general maintenance (estimate).
EROSION CONTROL	MISC. AS NEEDED	5,000		Need on going repair for ponds; assumes 1 - 2 ponds per year.
COMPREHENSIVE FIELD TECH SERVICES	DPFG FIELD SERVICES	15,444		Directs day to day operations of District and oversees Field Tech Services. Schedule vendors and inspect their work, interact with new homeowners, coordinate general security, manage RFP process for ongoing maintenance, prepare monthly written reports to the Board, including mileage for Field Service Tech.
STREET SWEEP	GRIFFIN PARKING AND USA SERVICES	-		No longer required
CONTINGENCY		25,000		For unaccounted items not appropriated in other line items. Est \$10,000 road repairs, \$10,000 sidewalk/trip hazard repairs, \$5,000 other. As an example in FY 2019 \$66,000 was extended on wear deck on entance and exit bridges
SECURITY - OTHER		21,600		Pasco County Deputy \$40/hr 45hrs /mo to patrol community
CAPITAL OUTLAY & MISC CONSTRUCTION		-		Common area enhancements (e.g. new aerators, electric and plumbing)
HOLIDAY LIGHTING		15,000		Holiday Lighting requested increase to include amenity center and front bridge and event cost.

				NTRACT SUMMARY
FINANCIAL STATEMEMT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
AMENITY CENTER OPERATIONS				
POOL SERVICE CONTRACT	SUNCOAST POOL SERVICES	20,440	OM-UP-DPFG-077	Clean pool 3 times a week per week October - April (\$1,495) and service 4 times per week May - September (\$1,995)
POOL MAINTENANCE & REPAIRS	SUNCOAST POOL SERVICES	2,500		Miscellaneous repairs and maintenance as needed; including key pads
SECURITY KEY PAD & POOL ACCESS	CSI	1,500		Key pad maintenance pool gate
SECURITY CAMERA MONITORING	CRITICAL INTERVENTION	3,600	OM-UP-002	Critical Intervention - security monitoring at clubhouse
SPALSH PAD REPAIRS	SUNCOAST POOL SERVICES	2,000		Splash pad feature repair (valves, animal features, etc).
POOL PERMIT		425		Statutory Requirement (pool & splash pad), Inspection usually performed in April or May of each year
AMENITY MANAGEMENT		4,500		Track & handle facility access keys, coordination of janitorial services, track & coordinate facility rental activities, and implement general operation rules for the amenity
AMENITY CENTER PRESSURE WASH	OPEN WORKS	5,250		\$5,250 yearly (2 x month Mar - Nov, and 1 x month Dec - Feb).
AMENITY CENTER CLEANING & MAINTENANCE	OPEN WORKS	7,800		Janiorial Services (5 days per week) \$499/mo plus consumables (est \$150/mo)
AMENITY CENTER INTERNET	BRIGHTHOUSE	2,160		Internet for amenity center-\$180 monthly
AMENITY CENTER ELECTRICITY	TECO	10,500		Estimated at \$765 per month based on historical average
AMENITY CENTER WATER	PASCO COUNTY	10,500		32885 Natural Bridge Road - estimated at \$800 per month based on historical averages
AMENITY CENTER PEST CONTROL	EARTH TECH	1,440	OM-UP-DPFG-034	Pest Control Services - \$120 mo.
AMENITY CENTER RUST REMOVAL		-		
PET WASTE REMOVAL	POOP 911. UP-005	5,340	OM-UP-005-CO2	Increase in Pet Waste Services in December 2017, \$445 monthly until Dec. 2020.
REFUSE SERVICE		1,222	OM-UP-128	Waste Management Service is \$94 monthly for a 4 yard dumpster to be picked up 2x week. Included an additional \$94 for extra pickups
LANDSCAPE MAINTENANCE -INFILL		10,000		Estimated for unanticipated landscape & irrigation repairs.
COMMUNITY EVENTS & SUPPLIES		-		Estimated for events
MISC AMENITY CENTER REPAIRS		10,000		Amenity facilities repairs and maint. including landscape, paver repair, cabinets repair and other general amenity maintenance items. Electrical, plumbing, etc

FINANCIAL STATEMEMT CATEGORY	SERVICE PROVIDER (VENDOR)	ANNUAL AMOUNT OF CONTRACT	PO #	COMMENTS (SCOPE OF SERVICE)
AMENITY CONTINGENCY		10,000		Maintenance and repairs of landing shelters, mail kiosk, tot lot, dog park, walkway exercise equipment, Zen garden, bird houses, etc.
OPERATING FUND CONTINGENCY		40,000		Need 2 months operating expenses to cover expenditures until receipt of tax assessments; covered with developer funding contributions in prior fiscal years.

STATEMENT 4 UNION PARK CDD \$3,070,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-1

	BU	DGET
REVENUE		
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$	276,178
FUND BALANCE FOREWARD		534
LESS: DISCOUNT ASSESSMENTS (4%)		(11,047)
TOTAL REVENUE		265,665
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES (2%)		5,524
INTEREST EXPENSE		
05/01/21		104,909
11/01/21		104,909
PRINCIPAL RETIREMENT		
11/01/21		45,000
TOTAL EXPENDITURES		260,342
EXCESS OF REVENUE OVER (UNDER) EXPEND.		5,322
FUND BALANCE - BEGINNING		-
FUND BALANCE - ENDING	\$	5,322

Table 1. Allocation of Maximum Annual Debt Service to Lots

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	MADS/Lot
55'	108	1.10	118.80	42.10%	109,289	\$1,012
65'	83	1.30	107.90	38.24%	99,261	\$1,196
75'	37	1.50	55.50	19.67%	51,057	\$1,380
Total	228		282.20	100.00%	259,606	

MADS Assmt. per ERU - net \$ 920 MADS Assmt. per ERU - gross \$ 979 Total revenue - gross, if all is on the roll \$ 276,178

STATEMENT 5 UNION PARK CDD \$3,070,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-1 DEBT SERVICE REQUIREMENT

				- 1 1		
Deviced Fueline	Duin sin al	C	luka sa ak	Debt Service	Annual Debt	Bonds
Period Ending	Principal	Coupon	Interest	/(a)	Service /(a)	Outstanding
7/30/2013		7 2750/	F7 222	F7 222	F7 222	3,070,000
11/1/2013	-	7.375%	57,232	57,232	57,232	3,070,000
5/1/2014		7.375%	113,206	113,206	226 442	3,070,000
11/1/2014	-	7.375%	113,206	113,206	226,413	3,070,000
5/1/2015		7.375%	113,206	113,206	256.442	3,070,000
11/1/2015	30,000	7.375%	113,206	143,206	256,413	3,040,000
5/1/2016		7.375%	112,100	112,100		3,040,000
11/1/2016	35,000	7.375%	112,100	147,100	259,200	3,005,000
5/1/2017		7.375%	110,809	110,809		3,005,000
11/1/2017	35,000	7.375%	110,809	145,809	256,619	2,970,000
5/1/2018		7.375%	109,518.75	109,519		2,970,000
11/1/2018	40,000	7.375%	109,519	149,519	259,038	2,930,000
5/1/2019		7.375%	108,044	108,044		2,930,000
11/1/2019	40,000	7.375%	108,044	148,044	256,088	2,890,000
5/1/2020		7.375%	106,569	106,569		2,890,000
11/1/2020	45,000	7.375%	106,569	151,569	258,138	2,845,000
5/1/2021		7.375%	104,909	104,909		2,845,000
11/1/2021	45,000	7.375%	104,909	149,909	254,819	2,800,000
5/1/2022		7.375%	103,250	103,250		2,800,000
11/1/2022	50,000	7.375%	103,250	153,250	256,500	2,750,000
5/1/2023		7.375%	101,406	101,406		2,750,000
11/1/2023	55,000	7.375%	101,406	156,406	257,813	2,695,000
5/1/2024		7.375%	99,378	99,378		2,695,000
11/1/2024	60,000	7.375%	99,378	159,378	258,756	2,635,000
5/1/2025		7.375%	97,166	97,166		2,635,000
11/1/2025	60,000	7.375%	97,166	157,166	254,331	2,575,000
5/1/2026		7.375%	94,953	94,953		2,575,000
11/1/2026	65,000	7.375%	94,953	159,953	254,906	2,510,000
5/1/2027		7.375%	92,556	92,556		2,510,000
11/1/2027	70,000	7.375%	92,556	162,556	255,113	2,440,000
5/1/2028		7.375%	89,975	89,975		2,440,000
11/1/2028	75,000	7.375%	89,975	164,975	254,950	2,365,000
5/1/2029	•	7.375%	87,209	87,209	•	2,365,000
11/1/2029	80,000	7.375%	87,209	167,209	254,419	2,285,000
5/1/2030	,	7.375%	84,259	84,259	•	2,285,000
11/1/2030	90,000	7.375%	84,259	174,259	258,519	2,195,000
5/1/2031	,	7.375%	80,941	80,941	,	2,195,000
• •			•	,		

STATEMENT 5 UNION PARK CDD \$3,070,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-1 DEBT SERVICE REQUIREMENT

				Debt Service		Bonds
Period Ending	Principal	Coupon	Interest		Service /(a)	Outstanding
11/1/2031	95,000	7.375%	80,941	175,941	256,881	2,100,000
5/1/2032		7.375%	77,438	77,438		2,100,000
11/1/2032	100,000	7.375%	77,438	177,438	254,875	2,000,000
5/1/2033		7.375%	73,750	73,750		2,000,000
11/1/2033	110,000	7.375%	73,750	183,750	257,500	1,890,000
5/1/2034		7.375%	69,694	69,694		1,890,000
11/1/2034	115,000	7.375%	69,694	184,694	254,388	1,775,000
5/1/2035		7.375%	65,453	65,453		1,775,000
11/1/2035	125,000	7.375%	65,453	190,453	255,906	1,650,000
5/1/2036		7.375%	60,844	60,844		1,650,000
11/1/2036	135,000	7.375%	60,844	195,844	256,688	1,515,000
5/1/2037		7.375%	55,866	55,866		1,515,000
11/1/2037	145,000	7.375%	55,866	200,866	256,731	1,370,000
5/1/2038		7.375%	50,519	50,519		1,370,000
11/1/2038	155,000	7.375%	50,519	205,519	256,038	1,215,000
5/1/2039		7.375%	44,803	44,803		1,215,000
11/1/2039	170,000	7.375%	44,803	214,803	259,606	1,045,000
5/1/2040		7.375%	38,534	38,534		1,045,000
11/1/2040	180,000	7.375%	38,534	218,534	257,069	865,000
5/1/2041		7.375%	31,897	31,897		865,000
11/1/2041	195,000	7.375%	31,897	226,897	258,794	670,000
5/1/2042		7.375%	24,706	24,706		670,000
11/1/2042	205,000	7.375%	24,706	229,706	254,413	465,000
5/1/2043		7.375%	17,147	17,147		465,000
11/1/2043	225,000	7.375%	17,147	242,147	259,294	240,000
5/1/2044	•	7.375%	8,850	8,850	•	240,000
11/1/2044	240,000	7.375%	8,850	248,850	257,700	, -
5/1/2045	•		•	-	•	
Total	\$ 3,070,000		\$ 4,915,145	\$ 7,985,145	\$ 7,985,145	

Footnote: Max annual ds: 259,606

⁽a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 6 UNION PARK CDD \$3,150,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-2

	ADOPTED BUDGET	
REVENUE		
SPECIAL ASSESSMENTS - OFF ROLL	\$ 48,319	
CAPITAL INTEREST	-	
INTEREST - INVESTMENT	-	
FUND BALANCE FORWARD	-	
LESS: DISCOUNT ASSESSMENTS	-	
TOTAL REVENUE	48,319	
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES	-	
INTEREST EXPENSE		
05/01/21	1,659	
11/01/21	1,659	
PRINCIPAL RETIREMENT		
11/01/21	45,000	
TOTAL EXPENDITURES	48,319	
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	
FUND BALANCE - BEGINNING	<u> </u>	4
FUND BALANCE - ENDING	\$ -	

STATEMENT 7 UNION PARK CDD \$3,150,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-2 DEBT SERVICE REQUIREMENT

						Annual Debt	Bonds
Peri	od Ending	Principal	Coupon	Interest	Debt Service /(a)	Service /(a)	Outstanding
	5/1/2018	-	7.375%	1,659.38	1,659		45,000
	11/1/2018	-	7.375%	1,659	1,659	3,319	45,000
	5/1/2019	-	7.375%	1,659	1,659		45,000
	11/1/2019	-	7.375%	1,659	1,659	3,319	45,000
	5/1/2020	-	7.375%	1,659	1,659		45,000
	11/1/2020	-	7.375%	1,659	1,659	3,319	45,000
	5/1/2021	-	7.375%	1,659	1,659		45,000
	11/1/2021	45,000	7.375%	1,659	46,659	48,319	-
Total		\$ 60,000		\$ 18,336	\$ 63,336	\$ 63,336	

MADS (interest only) 4,241

Footnote:

⁽a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 8 UNION PARK CDD CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2013 A-3

	OPTED DGET
REVENUE	
SPECIAL ASSESSMENTS - OFF ROLL	\$ 3,375
CAPITAL INTEREST	-
INTEREST - INVESTMENT	-
FUND BALANCE FORWARD	-
TOTAL REVENUE	3,375
EXPENDITURES	
INTEREST EXPENSE	
05/01/21	1,688
11/01/21	1,688
PRINCIPAL RETIREMENT	
11/01/21	-
TOTAL EXPENDITURES	3,375
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ -

STATEMENT 9 UNION PARK CDD \$3,410,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2013A-3 DEBT SERVICE REQUIREMENT

Period					Annual Debt	Bonds
Ending	Principal	Coupon	Interest	Debt Service /(a)	Service /(a)	Outstanding
11/1/2017	=	7.50%	1,687.50	1,687.50	3,750	45,000
5/1/2018	-	7.50%	1,687.50	1,687.50		45,000
11/1/2018	-	7.50%	1,687.50	1,687.50	3,375	45,000
5/1/2019	-	7.50%	1,687.50	1,687.50		45,000
11/1/2019	-	7.50%	1,687.50	1,687.50	3,375	45,000
5/1/2020	-	7.50%	1,687.50	1,687.50		45,000
11/1/2020	-	7.50%	1,687.50	1,687.50	3,375	45,000
5/1/2021	-	7.50%	1,687.50	1,687.50		45,000
11/1/2021	-	7.50%	1,687.50	1,687.50	3,375	45,000
5/1/2022	-	7.50%	1,687.50	1,687.50	_	45,000
11/1/2022	45,000	7.50%	1,687.50	46,687.50	48,375	<u>-</u>
Total	\$ 45,000	-	\$ 20,250	\$ 65,625	\$ 65,625	

Footnote:

⁽a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 10 UNION PARK CDD \$1,310,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2015 A-1

	BUDGET
REVENUE	
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$ 106,715
FUND BALANCE FOREWARD	-
LESS: DISCOUNT ASSESSMENTS (4%)	(4,269)
TOTAL REVENUE	102,447
EXPENDITURES	
COUNTY - ASSESSMENT COLLECTION FEES (2%)	2,134
INTEREST EXPENSE	
05/01/21	38,125
11/01/21	38,125
PRINCIPAL RETIREMENT	
11/01/21	20,000
TOTAL EXPENDITURES	98,384
EXCESS OF REVENUE OVER (UNDER) EXPEND.	4,063
FUND BALANCE - BEGINNING	-
FUND BALANCE - ENDING	\$ 4,063

Table 1. Allocation of Maximum Annual Debt Service (MADS) to Lots in Phase 1B, 4A, and 4B-1

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	MADS/Lot
45'	57	0.90	51.30	46.98%	47,125	\$827
55'	16	1.10	17.60	16.12%	16,168	\$1,010
65'	16	1.30	20.80	19.05%	19,107	\$1,194
75'	13	1.50	19.50	17.86%	17,913	\$1,378
Total	102		109.20	100.00%	100,313	

MADS Assmt. per ERU - net \$ 100,313 MADS Assmt. per ERU - gross \$ 106,715

STATEMENT 11 UNION PARK CDD \$3,070,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2015A-1 DEBT SERVICE REQUIREMENT

				Dabt Camilaa	Annual Dabt	Danda
Period Ending	Dringing	Coupon	Intoroct	Debt Service	Annual Debt Service /(a)	Bonds
7/30/2014	Principal	Coupon	Interest	/(a)	Service /(a)	Outstanding 1,310,000
11/1/2014		6.250%				1,310,000
5/1/2015	-	6.250%	6,937	6,937	_	1,310,000
• •					12 07/	
11/1/2015	-	6.250%	6,937	6,937	13,874	1,310,000
5/1/2016	15.000	6.250%	40,938	40,938	06.075	1,310,000
11/1/2016	15,000	6.250%	40,938	55,938	96,875	1,295,000
5/1/2017	15.000	6.250%	40,469	40,469	05.000	1,295,000
11/1/2017	15,000	6.250%	40,469	55,469	95,938	1,280,000
5/1/2018		6.250%	40,000	40,000		1,280,000
11/1/2018	20,000	6.250%	40,000	60,000	100,000	1,260,000
5/1/2019		6.250%	39,375	39,375		1,260,000
11/1/2019	20,000	6.250%	39,375	59,375	98,750	1,240,000
5/1/2020		6.250%	38,750	38,750		1,240,000
11/1/2020	20,000	6.250%	38,750	58,750	97,500	1,220,000
5/1/2021		6.250%	38,125	38,125		1,220,000
11/1/2021	20,000	6.250%	38,125	58,125	96,250	1,200,000
5/1/2022		6.250%	37,500	37,500		1,200,000
11/1/2022	25,000	6.250%	37,500	62,500	100,000	1,175,000
5/1/2023		6.250%	36,719	36,719		1,175,000
11/1/2023	25,000	6.250%	36,719	61,719	98,438	1,150,000
5/1/2024		6.250%	35,938	35,938		1,150,000
11/1/2024	25,000	6.250%	35,938	60,938	96,875	1,125,000
5/1/2025		6.250%	35,156	35,156		1,125,000
11/1/2025	30,000	6.250%	35,156	65,156	100,313	1,095,000
5/1/2026		6.250%	34,219	34,219		1,095,000
11/1/2026	30,000	6.250%	34,219	64,219	98,438	1,065,000
5/1/2027		6.250%	33,281	33,281		1,065,000
11/1/2027	30,000	6.250%	33,281	63,281	96,563	1,035,000
5/1/2028		6.250%	32,344	32,344		1,035,000
11/1/2028	35,000	6.250%	32,344	67,344	99,688	1,000,000
5/1/2029		6.250%	31,250	31,250		1,000,000
11/1/2029	35,000	6.250%	31,250	66,250	97,500	965,000
5/1/2030	•	6.250%	30,156	30,156	•	965,000
11/1/2030	35,000	6.250%	30,156	65,156	95,312	930,000
5/1/2031	,	6.250%	29,063	29,063	•	930,000
11/1/2031	40,000	6.250%	29,063	69,063	98,125	890,000
5/1/2032	.,>	6.250%	27,813	27,813	-, -	890,000
-, -,			,	=: ,==3		,

STATEMENT 11 UNION PARK CDD \$3,070,000 CAPITAL IMPROVEMENT REVENUE BONDS, Series 2015A-1 DEBT SERVICE REQUIREMENT

				Debt Service	Annual Debt	Bonds
Period Ending	Principal	Coupon	Interest	/(a)	Service /(a)	Outstanding
11/1/2032	40,000	6.250%	27,813	67,813	95,625	850,000
5/1/2033		6.250%	26,563	26,563		850,000
11/1/2033	45,000	6.250%	26,563	71,563	98,125	805,000
5/1/2034		6.250%	25,156	25,156		805,000
11/1/2034	45,000	6.250%	25,156	70,156	95,313	760,000
5/1/2035		6.250%	23,750	23,750		760,000
11/1/2035	50,000	6.250%	23,750	73,750	97,500	710,000
5/1/2036		6.250%	22,188	22,188		710,000
11/1/2036	55,000	6.250%	22,188	77,188	99,375	655,000
5/1/2037		6.250%	20,469	20,469		655,000
11/1/2037	55,000	6.250%	20,469	75,469	95,938	600,000
5/1/2038		6.250%	18,750	18,750		600,000
11/1/2038	60,000	6.250%	18,750	78,750	97,500	540,000
5/1/2039		6.250%	16,875	16,875		540,000
11/1/2039	65,000	6.250%	16,875	81,875	98,750	475,000
5/1/2040		6.250%	14,844	14,844		475,000
11/1/2040	70,000	6.250%	14,844	84,844	99,688	405,000
5/1/2041		6.250%	12,656	12,656		405,000
11/1/2041	75,000	6.250%	12,656	87,656	100,313	330,000
5/1/2042		6.250%	10,313	10,313		330,000
11/1/2042	75,000	6.250%	10,313	85,313	95,625	255,000
5/1/2043		6.250%	7,969	7,969		255,000
11/1/2043	80,000	6.250%	7,969	87,969	95,938	175,000
5/1/2044		6.250%	5,469	5,469		175,000
11/1/2044	85,000	6.250%	5,469	90,469	95,938	90,000
5/1/2045		6.250%	2,813	2,813		90,000
11/1/2045	90,000	6.250%	2,813	92,813	95,625	-
5/1/2046				- -		
Total	\$ 1,310,000		\$ 1,631,687	\$ 2,941,687	\$ 2,941,687	

maximum annual debt service

100,313

STATEMENT 12 UNION PARK CDD CAPITAL IMPROVEMENT REVENUE BONDS SERIES 2015 A-2

	''- '	OPTED OGET
REVENUE		
SPECIAL ASSESSMENTS - ON-ROLL/OFF ROLL	\$	5,938
FUND BALANCE FOREWARD		
LESS: DISCOUNT ASSESSMENTS (4%)		
TOTAL REVENUE		5,938
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES (2%)		
INTEREST EXPENSE		
05/01/21		2,969
11/01/21		2,969
PRINCIPAL RETIREMENT		
11/01/21		-
TOTAL EXPENDITURES		5,938
EXCESS OF REVENUE OVER (UNDER) EXPEND.		-
FUND BALANCE - BEGINNING	<u> </u>	-
FUND BALANCE - ENDING	\$	-

STATEMENT 13
UNION PARK CDD
\$1,685,000 CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2015A-2

Period					Annual Debt
Ending	Principal	Coupon	Interest	Debt Service	Service
5/1/2018		6.250%	2,969	2,969	
11/1/2018		6.250%	2,969	2,969	5,938
5/1/2019		6.250%	2,969	2,969	
11/1/2019		6.250%	2,969	2,969	5,938
5/1/2020		6.250%	2,969	2,969	
11/1/2020		6.250%	2,969	2,969	5,938
5/1/2021		6.250%	2,969	2,969	
11/1/2021		6.250%	2,969	2,969	5,938
5/1/2022		6.250%	2,969	2,969	
11/1/2022		6.250%	2,969	2,969	5,938
5/1/2023		6.250%	2,969	2,969	
11/1/2023		6.250%	2,969	2,969	5,938
5/1/2024		6.250%	2,969	2,969	
11/1/2024		6.250%	2,969	2,969	5,938
5/1/2025		6.250%	2,969	2,969	
11/1/2025		6.250%	2,969	2,969	5,938
5/1/2026		6.250%	2,969	2,969	
11/1/2026		6.250%	2,969	2,969	5,938
5/1/2027		6.250%	2,969	2,969	
11/1/2027		6.250%	2,969	2,969	5,938
5/1/2028		6.250%	2,969	2,969	
11/1/2028		6.250%	2,969	2,969	5,938
5/1/2029		6.250%	2,969	2,969	
11/1/2029		6.250%	2,969	2,969	5,938
5/1/2030		6.250%	2,969	2,969	
11/1/2030		6.250%	2,969	2,969	5,938
5/1/2031		6.250%	2,969	2,969	
11/1/2031		6.250%	2,969	2,969	5,938
5/1/2032		6.250%	2,969	2,969	
11/1/2032		6.250%	2,969	2,969	5,938
5/1/2033		6.250%	2,969	2,969	
11/1/2033		6.250%	2,969	2,969	5,938
5/1/2034		6.250%	2,969	2,969	
11/1/2034		6.250%	2,969	2,969	5,938
5/1/2035		6.250%	2,969	2,969	
11/1/2035	\$95,000	6.250%	2,969	97,969	100,938

Footnote:

(a) Data herein for the CDD's budgetary process purposes only.

STATEMENT 14 UNION PARK CDD \$4,120,000 CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2016A-1

	ADOPTED	
	BUDGET	
REVENUE		
SPECIAL ASSESSMENTS -ON-ROLL	\$	300,000
FUND BALANCE FOREWARD		-
LESS: DISCOUNT ASSESSMENTS (4%)		(12,000)
TOTAL REVENUE		288,000
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES (2%)		6,000
INTEREST EXPENSE		
05/01/21		102,809
11/01/21		102,809
PRINCIPAL RETIREMENT		
11/01/21		75,000
TOTAL EXPENDITURES		286,619
EXCESS OF REVENUE OVER (UNDER) EXPEND.		1,381
FUND BALANCE - BEGINNING		-
FUND BALANCE - ENDING	\$	1,381

Lot Width	Lots	ERU	Total ERU	% ERU	MADS	MADS/Lot
45'	139	0.90	125.10	40.76%	114,950	\$827
55'	35	1.10	38.50	12.54%	35,376	\$1,011
65'	71	1.30	92.30	30.07%	84,811	\$1,195
75'	34	1.50	51.00	16.62%	46,862	\$1,378
Total	279		306.90	100.00%	282,000	

MADS Assmt. per ERU - net \$ 919 MADS Assmt. per ERU - gross \$ 978 Total revenue - gross, if all is on the roll \$ 300,001

STATEMENT 15 UNION PARK CDD \$4,120,000 CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2016A-1 Bond Debt Service

				Daht Camilas	Annual Dabt	Danda
Dariad Ending	Dringing	Coupon	Interest	Debt Service	Annual Debt	Bonds
Period Ending 4/26/2016	Principal	Coupon	interest	/(a)	Service /(a)	Outstanding 4,120,000
11/1/2016		3.750%	110,868	110,868	110,868	4,120,000
5/1/2017	_	3.750%	107,808	110,808	110,808	4,120,000
11/1/2017	65,000	3.750%	107,872	172,872	280,744	4,055,000
5/1/2018	03,000	3.750%	107,872	106,653	200,744	4,055,000
11/1/2018	65,000	3.750%	106,653	171,653	278,306	3,990,000
5/1/2019	03,000	3.750%	105,434	105,434	278,300	3,990,000
11/1/2019	70,000	3.750%	105,434	175,434	280,869	3,920,000
5/1/2020	70,000	3.750%	103,434	175,434	200,009	3,920,000
11/1/2020	70,000	3.750%	104,122	174,122	278,244	3,850,000
5/1/2021	70,000	4.750%	104,122	102,809	270,244	3,850,000
11/1/2021	75,000	4.750%	102,809	177,809	280,619	3,775,000
5/1/2022	73,000	4.750%	102,809	101,028	280,019	3,775,000
11/1/2022	75,000	4.750%	101,028	176,028	277,056	3,700,000
5/1/2023	73,000	4.750%	99,247	99,247	277,030	3,700,000
11/1/2023	80,000	4.750%	99,247	179,247	278,494	3,620,000
5/1/2024	00,000	4.750%	97,347	97,347	270,434	3,620,000
11/1/2024	85,000	4.750%	97,347	182,347	279,694	3,535,000
5/1/2025	03,000	4.750%	95,328	95,328	273,034	3,535,000
11/1/2025	90,000	4.750%	95,328	185,328	280,656	3,445,000
5/1/2026	30,000	4.750%	93,191	93,191	200,030	3,445,000
11/1/2026	95,000	4.750%	93,191	188,191	281,381	3,350,000
5/1/2027	33,000	4.750%	90,934	90,934	202,002	3,350,000
11/1/2027	100,000	4.750%	90,934	190,934	281,869	3,250,000
5/1/2028	100,000	5.375%	88,559	88,559	202,003	3,250,000
11/1/2028	100,000	5.375%	88,559	188,559	277,119	3,150,000
5/1/2029		5.375%	85,872	85,872	,	3,150,000
11/1/2029	105,000	5.375%	85,872	190,872	276,744	3,045,000
5/1/2030	,	5.375%	83,050	83,050	-,	3,045,000
11/1/2030	115,000	5.375%	83,050	198,050	281,100	2,930,000
5/1/2031	,	5.375%	, 79,959	79,959	,	2,930,000
11/1/2031	120,000	5.375%	79,959	199,959	279,919	2,810,000
5/1/2032	,	5.375%	76,734	76,734	,	2,810,000
11/1/2032	125,000	5.375%	76,734	201,734	278,469	2,685,000
5/1/2033	,	5.375%	73,375	73,375	,	2,685,000
11/1/2033	135,000	5.375%	73,375	208,375	281,750	2,550,000
5/1/2034		5.375%	69,747	69,747	-	2,550,000

STATEMENT 15
UNION PARK CDD
\$4,120,000 CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2016A-1
Bond Debt Service

							_
				1	Debt Service	Annual Debt	Bonds
Period Ending	Principal	Coupon	Interest		/(a)	Service /(a)	Outstanding
11/1/2034	140,000	5.375%	69,747		209,747	279,494	2,410,000
5/1/2035		5.375%	65,984		65,984		2,410,000
11/1/2035	145,000	5.375%	65,984		210,984	276,969	2,265,000
5/1/2036	;	5.375%	62,088		62,088		2,265,000
11/1/2036	155,000	5.375%	62,088		217,088	279,175	2,110,000
5/1/2037	,	5.375%	57,922		57,922		2,110,000
11/1/2037	165,000	5.375%	57,922		222,922	280,844	1,945,000
5/1/2038	}	5.500%	53,488		53,488		1,945,000
11/1/2038	175,000	5.500%	53,488		228,488	281,975	1,770,000
5/1/2039)	5.500%	48,675		48,675		1,770,000
11/1/2039	180,000	5.500%	48,675		228,675	277,350	1,590,000
5/1/2040)	5.500%	43,725		43,725		1,590,000
11/1/2040	190,000	5.500%	43,725		233,725	277,450	1,400,000
5/1/2041		5.500%	38,500		38,500		1,400,000
11/1/2041	205,000	5.500%	38,500		243,500	282,000	1,195,000
5/1/2042		5.500%	32,863		32,863		1,195,000
11/1/2042	215,000	5.500%	32,863		247,863	280,725	980,000
5/1/2043		5.500%	26,950		26,950		980,000
11/1/2043	225,000	5.500%	26,950		251,950	278,900	755,000
5/1/2044		5.500%	20,763		20,763		755,000
11/1/2044	240,000	5.500%	20,763		260,763	281,525	515,000
5/1/2045	1	5.500%	14,163		14,163		515,000
11/1/2045	250,000	5.500%	14,163		264,163	278,325	265,000
5/1/2046	i	5.500%	7,288		7,288		265,000
11/1/2046	265,000	5.500%	7,288		272,288	279,575	-
5/1/2047	,	5.500%	-		-		-
Total	\$ 4,120,000		\$ 4,378,206	\$	8,498,206	\$ 8,498,206	

maximum annual debt service

282,000

STATEMENT 16 UNION PARK CDD \$5,040,000 CAPITAL IMPROVEMENT AND REFUNDING BONDS, SERIES 2016A-2

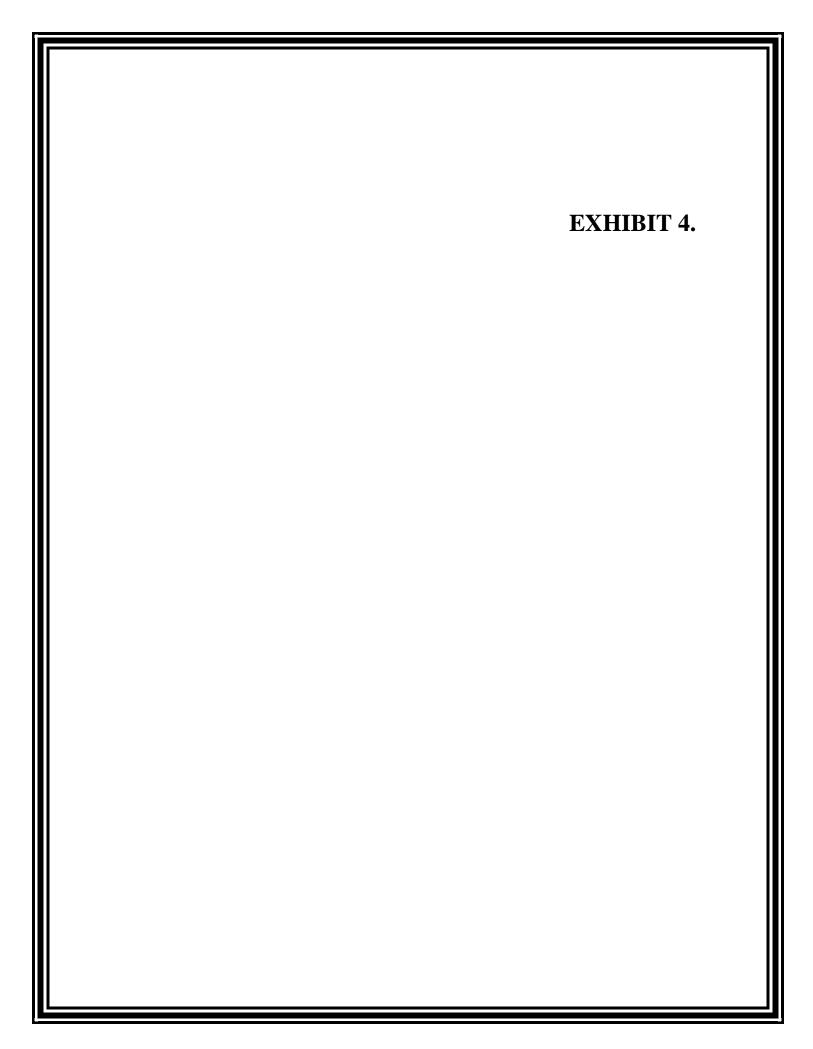
	ADOPTED BUDGET	
REVENUE		
SPECIAL ASSESSMENTS - OFF ROLL	\$	20,531
FUND BALANCE FOREWARD		
LESS: DISCOUNT ASSESSMENTS (4%)		-
TOTAL REVENUE		20,531
EXPENDITURES		
COUNTY - ASSESSMENT COLLECTION FEES (2%)		-
INTEREST EXPENSE		
05/01/21		10,266
11/01/21		10,266
PRINCIPAL RETIREMENT		
11/01/21		-
TOTAL EXPENDITURES		20,531
EXCESS OF REVENUE OVER (UNDER) EXPEND.		-
FUND BALANCE - BEGINNING		-
FUND BALANCE - ENDING	\$	-

STATEMENT 17
UNION PARK CDD
\$5,040,000 Capital Improvement and Refunding Bonds, Series 2016A-2
Bond Debt Service

				Debt Service	Annual Debt	Bonds
Period Ending	Principal	Coupon	Interest	/(a)	Service /(a)	Outstanding
5/1/2018 \$	1,445,000.00	5.625%	50,906	1,495,906		365,000
11/1/2018	-	5.625%	10,266	10,266	1,506,172	365,000
5/1/2019		5.625%	10,266	10,266		365,000
11/1/2019	-	5.625%	10,266	10,266	20,531	365,000
5/1/2020		5.625%	10,266	10,266		365,000
11/1/2020	-	5.625%	10,266	10,266	20,531	365,000
5/1/2021		5.625%	10,266	10,266		365,000
11/1/2021	-	5.625%	10,266	10,266	20,531	365,000
5/1/2022		5.625%	10,266	10,266		365,000
11/1/2022	-	5.625%	10,266	10,266	20,531	365,000
5/1/2023		5.625%	10,266	10,266		365,000
11/1/2023	-	5.625%	10,266	10,266	20,531	365,000
5/1/2024		5.625%	10,266	10,266		365,000
11/1/2024	-	5.625%	10,266	10,266	20,531	365,000
5/1/2025		5.625%	10,266	10,266		365,000
11/1/2025	-	5.625%	10,266	10,266	20,531	365,000
5/1/2026		5.625%	10,266	10,266		365,000
11/1/2026	-	5.625%	10,266	10,266	20,531	365,000
5/1/2027		5.625%	10,266	10,266		365,000
11/1/2027	-	5.625%	10,266	10,266	20,531	365,000
5/1/2028		5.625%	10,266	10,266		365,000
11/1/2028	-	5.625%	10,266	10,266	20,531	365,000
5/1/2029		5.625%	10,266	10,266		365,000
11/1/2029	-	5.625%	10,266	10,266	20,531	365,000
5/1/2030		5.625%	10,266	10,266		365,000
11/1/2030	-	5.625%	10,266	10,266	20,531	365,000
5/1/2031		5.625%	10,266	10,266		365,000
11/1/2031	-	5.625%	10,266	10,266	20,531	365,000
5/1/2032		5.625%	10,266	10,266		365,000
11/1/2032	-	5.625%	10,266	10,266	20,531	365,000
5/1/2033		5.625%	10,266	10,266		365,000
11/1/2033	-	5.625%	10,266	10,266	20,531	365,000
5/1/2034		5.625%	10,266	10,266	•	365,000
11/1/2034	-	5.625%	10,266	10,266	20,531	365,000
5/1/2035		5.625%	10,266	10,266	•	365,000
11/1/2035	365,000	5.625%	10,266	375,266	385,531	-
5/1/2036	,	5.625%	-	-	,	-
otal \$	1,810,000	<u> </u>	410,203	\$ 2,220,203	\$ 2,220,203	

maximum annual debt service (interest only):

20,531



RESOLUTION 2020-05

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

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

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

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

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

DATE: August 5, 2020

HOUR: 6:15 p.m.

LOCATION*: Hilton Garden Inn

26640 Silver Maple Parkway

Wesley Chapel, FL

*Please note that pursuant to Governor DeSantis' Executive Order 20-69 (as extended by Executive Orders 20-112, 20-123 and as it may be further extended or amended) relating to the COVID-19 public health emergency and to protect the public and follow the CDC guidance regarding social distancing, such public hearing and meeting may be held telephonically or virtually. Please check on the District's website for the latest information: http://www.lakeshoreranch.net.

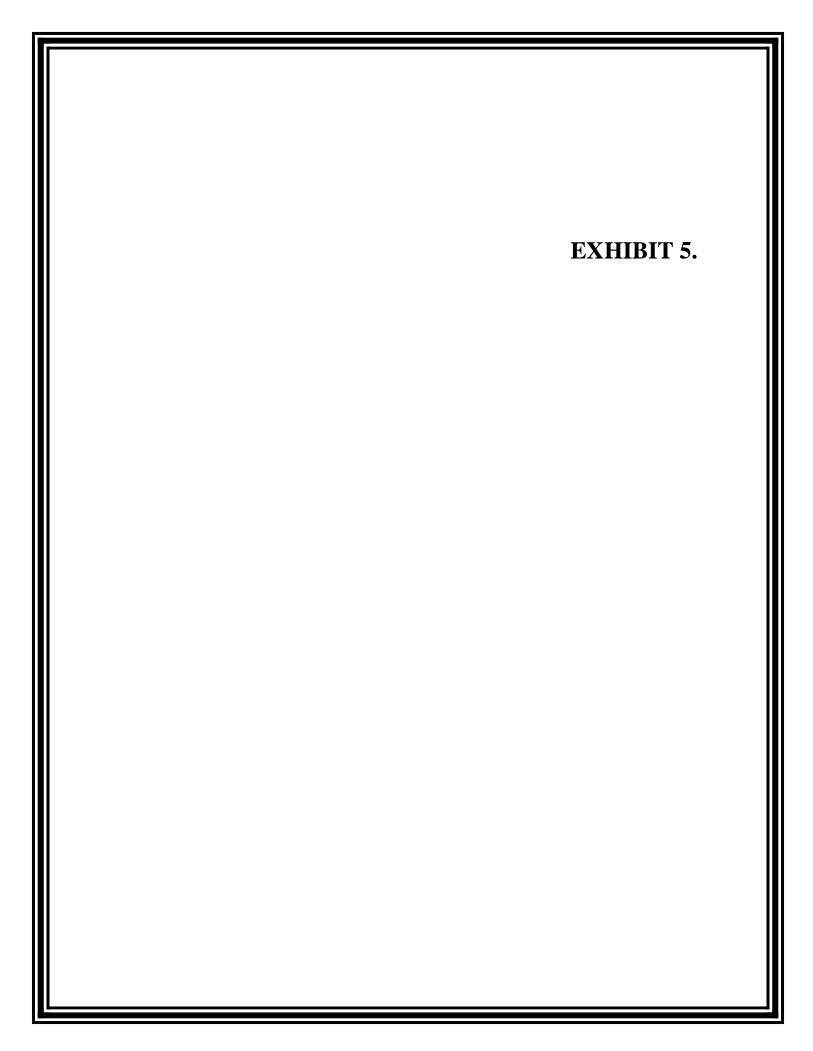
- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Pasco County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET**. In accordance with Section 189.016, Florida Statutes,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

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

PASSED AND ADOPTED ON JUNE 3, 2020.

Attest:	Union Park Community Development District	
Print Name:	Michael Lawson	
Secretary / Assistant Secretary	Chair of the Board of Supervisors	

Exhibit A: Proposed Budget for Fiscal Year 2020/2021





Proposal for Extra Work at Union Park CDD

Property Name Union Park CDD Contact Paul Cusmano

Property Address 32194 Watoga Loop To Union Park East CDD

Wesley Chapel, FL 33543 Billing Address c/o DPFG 250 International Pkwy #280

Lake Mary, FL 32746

Project Name Pump 2 leak

Project Description leak repair at well

Scope of Work

Picture attached leak in the galvanized 2" pipe at well two.

QTY	UoM/Size	Material/Description
1.00	EACH	Galvanized 2" on well 2 due to rust (Time and Materials Not to Exceed)

Images

union



For internal use only

 SO#
 7142246

 JOB#
 342200092

 Service Line
 150

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- 8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Printed Name

	District Manager
Signature	Title
Paul Cusmano	February 10, 2020
Printed Name	Date
BrightView Landscape S	ervices, Inc. "BrightView"
	Account Manager, Senior
Signature	Title
Roy Elliot Harris	February 10, 2020

Job #: 342200092 Proposed Price: \$438.50

SO# 7142246



Proposal for Extra Work at Union Park CDD

Property Name Union Park CDD Contact Lore Yeira

Property Address 32194 Watoga Loop To Union Park East CDD

Wesley Chapel, FL 33543 Billing Address c/o DPFG 250 International Pkwy #280

Lake Mary, FL 32746

Project Name Wire Tracking

Project Description Clock 1 Wire Tracking

Scope of Work

clock 1 is down due to short some where in the wire path maybe faulty decoders it so will be proposed when located when we determine how many. Note the well is down as well Roy is try to contact someone to get them to have it checked out.

QTY	UoM/Size	Material/Description	Unit Price	Total
10.00	HOUR	Irrigation Tech - Wire Tracking Equip. / Valve Locating (4hr min) All Of Clock 1 is down do to wire issue	\$92.55	\$925.50

For internal use only

 SO#
 7142214

 JOB#
 342200092

 Service Line
 150

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- 8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Manager
Signature	Title
Lore Yeira	February 10, 2020
Printed Name	Date
BrightView Landscape	Services, Inc. "BrightView"
BrightView Landscape	Services, Inc. "BrightView" Irrigation Tech
BrightView Landscape	
	Irrigation Tech

Job #: 342200092 Proposed Price: \$925.50

SO # 7142214



Request for Price

Proposal # 021220

Project Name:	Union Park CDD
Date:	February 12, 2020

Scope of Work

Demolition of 2 fire pits

Labor - 8 hours @ \$60/hr. \$480

Material cost \$150

Filling in open circle with pavers \$ 70

Total \$700.00

Submitted by;

Joan Postle
Office Manager
ap@grandview85.com
(352) 567-2577
Grandview Botanicals, Inc.

Approved & Accepted:_	Date

BAKER WELL DRILLING, INC.

Telephone (813) 988-3536 Fax (813) 988-3736

9915 U.S. HWY 301 NO. TAMPA, 33637

PROPOSAL 2/13/20

DPFG

ATTN: ANDERSON

JOB SITE: UNION PARK/WEST BRIDGE WELL

LABOR & MATERIALS TO REPAIR PUMP.

LABOR & MATERIALS TO REPAIR PUMP. \$650.00

TOTAL BID \$650.00

THANK YOU BAKER WELL DRILLING

Mermaid's Cleaning of Central FL, LLC

Jenn Hammond 13823 12th Street Dade City, FL 33525

Ph. 813.442.3244

Email: mermaidscleaningofcentralfl@outlook.com

LLC: 84-2657658

BILL TO

Union Park

PO#

250 International Parkway, Suite 280 Lake Mary, FL 32746





INVOICE # 2020-142

DATE 02/12/2020

TERMS Due on receipt

DESCRIPTION

SUPPLIES- UNION PARK

TOILET BOWL CLEANER 4PK	\$15.99
PAPER TOWELS 24 ROLLS (FOR CLEANING)	\$26.23
SCOTT C FOLD TOWELS FOR BATHROOM PAPER TOWELS DISPENSERS (CASE OF 12)	\$35.22
KRUD KUTTER CONCENTRATED CLEANER/DEGREASER (1 GAL)	\$17.87
NITRILE BLACK GLOVES (100PK)	\$16.55
INDUSTRIAL TRASH PICK UP TOOL (FOR PICKING UP TRASH ON GROUNDS)	\$15.95
SCOTTS OXICLEAN OUTDOOR CLEANER LIQUID (1GAL) (FOR PATIO FURNITURE AND SPOTS	
ON OUTDOOR PAVERS AND STAINED TILES)	\$15.99

TOTAL: \$143.80

Mermaid's Cleaning of Central FL, LLC

Jenn Hammond 13823 12th Street Dade City, FL 33525

Ph. 813.442.3244

Email: mermaidscleaningofcentralfl@outlook.com

Facebook@mermaidscleaning2019

BILL TO

Union Park

PO#

250 International Parkway, Suite 280 Lake Mary, FL 32746



INVOICE # 2020-144

DATE 02/12/2020

TERMS Due on Receipt

DESCRIPTION

Bi-weekly Empty Trash Recepticals through out community & pick up loose trash through entire community grounds (3 times per week @ \$40 per day) Service Fee from 02/18/2020 - 03/02/2020- Union Park PO#____

TOTAL DUE: \$240.00

Wire Transfer Routing Instructions:

To: Centennial Bank - 620 Chestnut Conway, AR 72032

Routing #: 082902757

For Credit (Beneficiary): Mermaid's Cleaning of Central FL LLC

Account #: 503244852

Mermaid's Cleaning of Central FL, LLC

Jenn Hammond 13823 12th Street Dade City, FL 33525 Ph. 813.442.3244

Email: mermaidscleaningofcentralfl@outlook.com

Facebook@mermaidscleaning2019

BILL TO

Union Park

PO#

250 International Parkway, Suite 280 Lake Mary, FL 32746



INVOICE # 2020-145

DATE 02/12/2020

TERMS Due on Receipt

DESCRIPTION

Bi-weekly Empty Trash Recepticals through out community & pick up loose trash through entire community grounds (3 times per week @ \$40 per day) Service Fee from 02/07/2020 – 02/16/2020– Union Park

PO#______

TOTAL DUE: \$200.00

Wire Transfer Routing Instructions:

To: Centennial Bank - 620 Chestnut Conway, AR 72032

Routing #: 082902757

For Credit (Beneficiary): Mermaid's Cleaning of Central FL LLC

Account #: 503244852

Mermaid's Cleaning of Central FL, LLC

Jenn Hammond 13823 12th Street Dade City, FL 33525

Ph. 813.442.3244 Email: mermaidscleaningofcentralfl@outlook.com

Facebook@mermaidscleaning2019

BILL TO

Union Park

PO#

250 International Parkway, Suite 280 Lake Mary, FL 32746



INVOICE # 2020-146

DATE 02/12/2020

TERMS Due on Receipt

DESCRIPTION

Unclogged 3 toilets and washed feces off toilet seat floor and wall. Appeared the toilets had been vandalized purposly. One toilet even had an entire roll of toilet paper in the toilet bowl (not even unrolled) and was filled with feces and toilet paper and paper towels on top.

All 3 toilets were filled with feces, paper towels & toilet paper to the brim. I wore thick gloves and used paper towels to pick up and dispose feces, toilet paper and paper towels by hand. I threw the sludge and paper towels in garbage and then plunged toilets until they would flush. Then triple scrubbed toilets until clean and disposed of gloves— Union Park **PO#**

3 toilets @ \$80

TOTAL DUE: \$240.00

Wire Transfer Routing Instructions:

To: Centennial Bank - 620 Chestnut Conway, AR 72032

Routing #: 082902757

For Credit (Beneficiary): Mermaid's Cleaning of Central FL LLC

Account #: 503244852



Proposal for Extra Work at Union Park CDD

Property Name Union Park CDD Contact Andeson Davis

Property Address 32194 Watoga Loop To Union Park East CDD

Wesley Chapel, FL 33543 Billing Address c/o DPFG 250 International Pkwy #280

Lake Mary, FL 32746

Project Name 2/5/2020 Renovations

Project Description Renovation for six different throughout community

Scope of Work

QTY	UoM/Size	Material/Description
1.00	EACH	Renovation throughout community
6.50	UNIT	flush cut 2 palms 1 inside the pool and 1 near the fire pit. Flush 1 oak and 5 declining shrub trees in the Zen garden. Hard cut bamboo for an even look & remove dead wood from ligustrums.

For internal use only

 SO#
 7139396

 JOB#
 342200092

 Service Line
 130

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- 8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 8. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	PM
Signature	Title
Andeson Davis Printed Name	February 06, 2020
BrightView Landsca	ape Services, Inc. "BrightView"
	Account Manager Exterior
Signature	Title
Roy Harris	February 06, 2020
Printed Name	Date

Job #: 342200092 Proposed Price: \$1,045.11 SO # 7139396

Lore Yeira

From: Mike Lawson < Mike@metrodevelopmentgroup.com>

Sent: Friday, March 6, 2020 4:38 PM

To: Lore Yeira

Cc: Chloe Crooks; Marc Schwartz; Anderson Davis

Subject: RE: Union Park CDD

OK to proceed



Mike Lawson | Managing Director, Operations METRO DEVELOPMENT GROUP 2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607 office: 813.288.8078 | mobile: 813.843.3875

MetroDevelopmentGroup.com | MetroPlaces.com

From: Lore Yeira <lore.yeira@dpfg.com> Sent: Friday, March 6, 2020 3:59 PM

To: Mike Lawson < Mike@metrodevelopmentgroup.com>

Cc: Chloe Crooks <Chloe@metrodevelopmentgroup.com>; Marc Schwartz <Marc@metrodevelopmentgroup.com>;

Anderson Davis <anderson.davis@dpfg.com>

Subject: Union Park CDD

Hello Mike,

The proposal attached was requested from Marc and Chloe for work that needs to be done at Union Park. The proposal is for \$1045.11. Under line item, Landscape Replenishment, we have \$15,000. I also checked our P&L and the funds are available.

Let me know if your ok to proceed and ill issue a PO#.

Thank you, Best regards,



Lore Yeira
Associate Manager
Lore.yeira@dpfg.com

15310 Amberly Drive Suite 175 Tampa, FL 33647 www.dpfg.com

office: 813-418-7473 EXT 4303

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law or include any one Supervisor in the reply

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.



Proposal for Extra Work at Union Park CDD

Property Name Union Park CDD Contact Andeson Davis

Property Address 32194 Watoga Loop To Union Park East CDD

Wesley Chapel, FL 33543 Billing Address c/o DPFG 250 International Pkwy #280

Lake Mary, FL 32746

Project Name Union Park East CDD

Project Description 2" mainline repair

Scope of Work

Repair 2" mainline along side walk west end of main Blvd. Water to main entrance is off till repaired. and February irrigation inspection repairs

Q	QTY	UoM/Size	Material/Description	Unit Price	Total
1	1.00	EACH	PVC Repair - Mainline 2" (Time and Materials Not to Exceed)	\$588.50	\$588.50
1	1.00	EACH	PVC Repair - Lateral Line 1" to 1-1/4" Clock 1 Zone 1	\$122.55	\$122.55
2	2.00	EACH	Valve - Decoder Replacement - 1 Sta. Clock 1 for zones 18,19	\$211.90	\$423.80
1	1.00	EACH	Head - Replacement - Rotor 6" Clock 1 Zone 26	\$46.00	\$46.00
1	1.00	EACH	Head - Replacement - Spray 6" Clock 2 Zone 1	\$32.00	\$32.00
1	1.00	EACH	Clogged Nozzle - Replacement - Clock 2 Zone 4	\$6.00	\$6.00
1	1.00	EACH	Head - Replacement - Spray 6" Clock 2 Zone 6	\$32.00	\$32.00
1	1.00	EACH	Clogged Nozzle - Replacement - Clock 2 Zone 6	\$6.00	\$6.00
2	2.00	EACH	Clogged Nozzle - Replacement - Clock 2 Zone 11	\$6.00	\$12.00
2	2.00	EACH	Clogged Nozzle - Replacement - Clock 2 Zone 15	\$6.00	\$12.00
1	1.00	EACH	Clogged Nozzle - Replacement - Clock 2 Zone 28	\$6.00	\$6.00



Proposal for Extra Work at Union Park CDD

Images

union 3



For internal use only

 SO#
 7159671

 JOB#
 342200092

 Service Line
 150

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- 8. Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	PM
Signature	Title
Andeson Davis	March 03, 2020
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior
Signature Title

Roy Elliot Harris March 03, 2020

Printed Name Date

Job #: 342200092 Proposed Price: \$1,286.85

SO# 7159671



CISTECH Inc.

13777 Belcher Road South Largo, FL 33771

Proposal

Proposal Date: 3/2/2020 Proposal #: 1773

Union Park CDD C/O DPFG Management & Consulting LLC 250 International Parkway, Suite 280 Lake Mary, Florida 32746

Qty	Description		Total
	Service Call:		
	WORK PERFORMED/RECOMMENDATION	IS:	
	Camera and access control not working		
	Replaced battery back up		
	Tested camera system and access control		
	Date Completed: 3/2/2020		
1 2	ENSPIRE SERIES:STANDBY UPS,550 Installation Repair Fee		172.00 190.00
_			133.30
		Subtotal before sales	s tax \$362.00
This proposal is good for 30 days. 50% Deposit required at time of acceptance. Remaining balance due upon installation completion		Sales Tax (7.0%)	\$0.00
	•	Total Project Investr	ment \$362.00

Customer Signature / Date

UNION PARK COMMUNITY DEVELOPMENT DISTRICT CLEANING SERVICES AGREEMENT

THIS UNION PARK COMMUNITY DEVELOPMENT DISTRICT CLEANING SERVICES AGREEMENT (the "Agreement") is made as of the 23rd day of March 2020, by and between Ally Facility Solutions, Inc. d/b/a City Wide Maintenance of Tampa (the "Contractor") whose mailing address is 8950 9th Street North, Suite 103, St. Petersburg, Florida 33702 and the Union Park Community Development District (the "District") whose mailing address is 250 International Parkway, Suite 280, Lake Mary, Florida 32746.

RECITALS

WHEREAS, the District owns and operates the community center located within the community (the "Clubhouse") and desires to retain the Contractor to provide the cleaning services as described in this Agreement; and

WHEREAS, the Contractor is qualified to perform the job duties and has any and all approvals and licenses as required by law to provide cleaning services; and

WHEREAS, by the execution of this Agreement, it is agreed that the Contractor will be performing professional cleaning services as an independent contractor and will not be subject to the control of the District as to the means and method of performance of the services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

OPERATIVE PROVISIONS

- 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.
- 2. SCOPE OF WORK AND FREQUENCY OF PERFORMANCE. The Contractor shall perform cleaning services for the Clubhouse described in Exhibit "A".
- 3. **TERM.** The term of this Agreement shall begin on March 23, 2020 and end on March 22, 2021. At the end of the Agreement, the Contractor shall continue the cleaning services under this Agreement on a month to month basis until terminated pursuant to Section 4 of this Agreement.
- 4. **TERMINATION.** Either party may terminate this Agreement without cause with fourteen (14) days written notice to the other party.
- 5. **PAYMENT.** As compensation the District will pay the Contractor the amounts described in **Exhibit** "A". Invoices shall be issued each month for the Work provided for the previous month and are payable within 30 days of receipt by the District unless such invoice is disputed. If the District disputes the invoice, the District shall notify Contractor within the time period required by and in accordance with Florida's Prompt Payment Act, Section 218.70, Florida Statutes.

- 6. **INSURANCE.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
- (A) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (B) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- (C) Prior to commencing the Work, the Contractor shall add the Forest Brooke Community Development District as an additional insured to its insurance policies. The Contractor shall furnish the Forest Brooke Community Development District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the Forest Brooke Community Development District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the Forest Brooke Community Development District.
- 7. **NOTICES.** Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONTRACTOR:

Ally Facility Solutions, Inc. d/b/a City Wide Maintenance of Tampa Bay 8950 9th Street North, Suite 103 St. Petersburg, Florida 33702

FOR THE DISTRICT:

Union Park Community Development District 250 International Parkway, Suite 280 Lake Mary, Florida 32746

8. INDEMNIFICATION.

- (A) Obligations under this section shall 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.
- (B) Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any

 $\{00084929.DOCX/\}$

appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the Contractor shall acknowledge the same in writing. This section survives termination of this Agreement.

- 9. **PERMITS, LICENSES AND INSPECTIONS.** All permits and/or licenses necessary for the Work to be performed under this Agreement shall be obtained by the Contractor. Inspections by the health department or an independent consultant may be performed on a periodic basis. Failure to comply with health department standards or the stipulations of this Agreement may result in immediate termination. Any fees or fines incurred or imposed by the health department due to non-compliance and/or failure of an inspection shall be borne solely by the Contractor.
- 10. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other party.
- 11. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contactor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 12. **ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 13. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- 14. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 15. **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.
- 16. **CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida with venue in Pasco County, Florida.
- 17. **PUBLIC RECORDS.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records required by the District in order to perform the service, (b) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public

records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-374-9105, PATRICIA.COMINGS-THIBAULT@DPFG.COM, OR AT 250 INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, 813-374-9105.

- 18. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 19. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement. In 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.
- 20. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

City Wide Maintenance of Tampa Bay	Union Park Community Development District
By: Brittney Schmidt	By:
Name: Brittney Schmidt	Michael Lawson
Title: Sales Executive	Chairman of the Board of Supervisors



Exhibit "A"

City Wide Janitorial & Maintenance Proposal presented to:



March 18th, 2020

By: Brittney Schmidt, Sales Executive City Wide Maintenance Of Tampa Bay

Cell: (920) 205-2106 Office: (727) 940-5873

E-mail: <u>bschmidt@gocitywide.com</u> www.gocitywide.com/tampabay



Created for Union Park Community Development District 3/18/2020

Investment Recap

City Wide Maintenance Janitorial Service Package

Janitorial Services - 5 Days per Week - November Through April

Service	Frequency	Price/Month
Facility Service Manager	Available 24/7	Included
	Regular Inspections	
Night Manager	Available to Assist FSM & Crew	Included
Nightly Janitorial Union Park	5x/Week	Included
Community Development District		
Leaf Blowing Pool Area	3x/Week	Included
Total Mon	nthly Price	\$1,362.92

Janitorial Services - 7 Days per Week - May Through October

Service	Frequency	Price/Month
Facility Service Manager	Available 24/7	Included
	Regular Inspections	
Night Manager	Available to Assist FSM & Crew	Included
Nightly Janitorial Union Park	7x/Week	Included
Community Development District		
Leaf Blowing Pool Area	3x/Week	Included
Total Mo	nthly Price	\$1,883.60

Additional Services:

Service	Frequency	Price/Occurrence	
Cleaning of Clubhouse after Event	As Needed	\$40.00	

Service	Frequency	Price/Month
COVID 19 Clean- Union Park	1x/Week	\$260.34
Community Development District		

^{***}Properties will be serviced 1x/Week until they are reopened after COVID 19 Social Distancing***

Quote Includes:

- Assignment of a Facility Service Manager and Night Manager to hire, manage, train, and hold accountable all persons responsible for cleaning.
- All services performed as detailed in the detailed checklist.
- All chemicals & basic equipment needed to perform services outlined in service agreement. Price does not include consumable products: soaps, toilet tissue, etc.



Building Maintenance Solutions

Yes, I want City Wide to Supply Consumables. No, I do not want City Wide to Supply Consumables.				
Start Date:	3-24-20			
City Wide Maintenance of Tampa Bay	Union Park Community Development District			
By: Brittney Schmidt By: Brittney Schmidt (Mar 24, 2020) Authorized Representative	By: Authorized Representative			
Date: Mar 24, 2020	Date: 3-24-20			

Union Park CDD. Janitorial Cleaning Services Agreement with City Wide Maintenance Janitorial Services (00084942xAAC3C)

Final Audit Report 2020-03-

Created:

2020-03-24

By:

Amanda Stiles (amandastiles@gocitywide.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAA6voYnJrkXRs8INIfrz0noXtrhB2MLhLk

"Union Park CDD. Janitorial Cleaning Services Agreement with City Wide Maintenance Janitorial Services (00084942xAAC3C)" History

- Document created by Amanda Stiles (amandastiles@gocitywide.com) 2020-03-24 2:55:11 PM GMT- IP address: 24.73.98.190
- Document emailed to Brittney Schmidt (bschmidt@gocitywide.com) for signature 2020-03-24 2:59:05 PM GMT
- Email viewed by Brittney Schmidt (bschmidt@gocitywide.com) 2020-03-24 5:20:13 PM GMT- IP address: 35.142.156.202
- Document e-signed by Brittney Schmidt (bschmidt@gocitywide.com)

 Signature Date: 2020-03-24 5:20:58 PM GMT Time Source: server- IP address: 35.142.156.202
- Signed document emailed to Amanda Stiles (amandastiles@gocitywide.com) and Brittney Schmidt (bschmidt@gocitywide.com)

 2020-03-24 5:20:58 PM GMT



Proposal for Extra Work at Union Park CDD

Property Name Union Park CDD Contact Andeson Davis

Property Address 32194 Watoga Loop To Union Park East CDD

Wesley Chapel, FL 33543 Billing Address c/o DPFG 250 International Pkwy #280

Lake Mary, FL 32746

Project Name Union Park

Project Description March Irrigation repairs

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
3.00	EACH	Head - Replacement- Spray 6" Clock A Zone 4	\$32.00	\$96.00
1.00	EACH	Valve - Decoder Replacement - 2 Sta. Clock A Zones 9,10	\$342.10	\$342.10
1.00	EACH	PVC Repair - Lateral Line 1-1/2" to 2" Zone # 9	\$174.25	\$174.25
1.00	EACH	Head - Replacement- Rotor 6" Clock A Zone 9	\$46.00	\$46.00
1.00	EACH	Valve - Decoder Replacement - 4 Sta. Clock A Zones 37,38,39,40	\$520.04	\$520.04
1.00	EACH	Valve - Decoder Replacement - 1 Sta. Clock B Zone 4	\$233.60	\$233.60
1.00	EACH	Valve - Decoder Replacement - 1 Sta. Clock B Zone 54	\$233.60	\$233.60

For internal use only

 SO#
 7179948

 JOB#
 342200092

 Service Line
 150

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes: Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- 5. Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/ Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- 6. Liability: Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 9. Access to Jobsite: Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- 10. Invoicing: Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- 11. Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- 12. Assignment: The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 13. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

14. Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- 15. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- 16. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	PM
Signature	Title
Andeson Davis	March 31, 2020
Printed Name	Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior
Signature Title

Roy Elliot Harris March 31, 2020

Printed Name Date

Job #: 342200092 Proposed Price: \$1,645.59

SO# 7179948



Service Address

1606 Tallulah Terrace Wesley Chapel, FL 33543

Bill To

Union Park CDD 1606 Tallulah Terrace Wesley Chapel, Fl 33543

(770) 778-2749

New Tampa Fence, Inc.

24727 State Road 51 Lutz, FL 33559

Phone: +813-423-2383, alt 813-753-9149 Email: newtampafence@gmail.com Web; www.newtampafence.com

Estimate # Date

000988

Business / Tax #

02/12/2020

P12000076310

Description	Quantity	Total
6' TAN vinyl privacy fence - per foor Install new standard 6' wide panel	12.0	\$249.60
Fence Removal	130.0	\$292.50
Fence install labor only	64.0	\$448.00

Total	\$990.10
Subtotal	\$990.10

Notes:

REMOVE TWO LINES OF FENCE AND REINSTALL ONE LINE IN THE MIDDLE

10 YEAR LABOR WARRANTY

Lifetime manufactures material warranty for all vinyl and aluminum fence products
ALL POST SET IN FULL BAG OF CEMENT
PAYMENT OPTIONS: check, cash, money order (we do except credit/debit cards but a 3% processing fee will be

All Materials remain property of New Tampa Fence until payed in full and will be removed for non payment.

WOOD DISCLAIMER: All wood products purchased from New Tampa Fence meet or exceed wood grade rules, however due to the natural tendency of wood to warp, shrink or split, New Tampa Fence implies no warranties on

Page 1 of 4

wood materials other than those offered by the manufacturer.

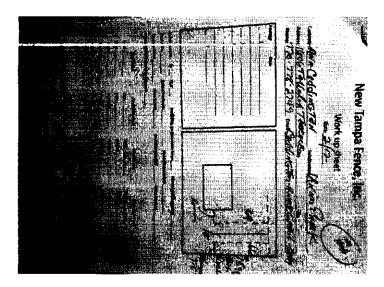
Any balance over 30 days for the invoice date will incur a late fee of 1.5% per month. If applicable law requires a lesser charge, the maximum allowable charge under such law will apply.

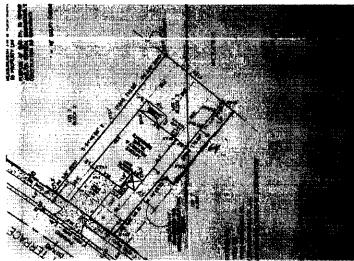
Rock/Root Clause: If rock or roots are encountered enough to inhibit normal progress customer will bear additional cost(s), at the rate of \$35.00 per man hour, plus cost of concrete & rock removal equipment.

Covenants: Materials are guaranteed to be specified. All work will be completed in a workmanlike manner according to standard practices. Performance is contingent upon strikes, accidents or delays beyond our control. Additions, alterations or deviations from the above specifications at time of install may result in additional charges of \$250 to the customer.

UNDERGROUND DISCLAIMER: Underground utilities to main box will be marked by Sunshine State One Call and New Tampa Fence will not be responsible for any claims arising from encroachment or damage to utilities. Private utilities need to marked by homeowner/business. New Tampa Fence will not be responsible for damaged lines that are not marked prior to install.

SPRINKLER & LINES DISCLAIMER: New Tampa Fence is not responsible for damaged underground sprinker pipes that are not marked by homeowner/business but will fix up to 2 line brakes. Sprinkler heads that end up under the fence or on the other side of the fence or property lines will need to be moved by the homeowner.





Page 3 of 4

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

OM-OP-OPFG-107

Union Park CDD

Lore_Yeira

From: Ana Coddington < coddington.ana@gmail.com> Sent: Saturday, April 18, 2020 11:20 AM To: Anderson Davis Cc: Charles Coddington; Mike Lawson; Patricia Roche; Vivek K. Babbar; Ken_Joines; Lore_Yeira; Maik_Aagaard Subject: Re: Union Park: Recorded Encroachment Agreement Good morning everyone, We hope you're all safe during this time. Could you please give us an update on the status of the fence? It is my understanding New Tampa Fence is still doing installations, but following social distancing practices by not interacting with clients. I believe the only thing pending on their end is payment. Thank you for your time and have a wonderful weekend! Ana Coddington On Mon, Mar 30, 2020 at 2:38 PM anderson davis <anderson.davis@dpfg.com> wrote: Will do. Thank you Mike Sent from my iPhone

On Mar 30, 2020, at 1:15 PM, Mike Lawson < Mike@metrodg.com> wrote:

Anderson,

If everything is in order than please proceed.

Thanks



Mike Lawson | Managing Director, Operations
METRO DEVELOPMENT GROUP

2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607
office: 813.288.8078 | mobile: 813.843.3875

MetroDevelopmentGroup.com | MetroPlaces.com

From: anderson davis <anderson.davis@dpfg.com>

Sent: Monday, March 30, 2020 1:01 PM

To: lore_yeira <lore.yeira@dpfg.com>; Mike Lawson <Mike@metrodg.com> Cc: Vivek K. Babbar <VBabbar@srvlegal.com>; ken_joines <ken.joines@dpfg.com>; maik_aagaard <maik.aagaard@dpfg.com>; Ana Coddington <coddington.ana@gmail.com> Subject: Re: Union Park: Recorded Encroachment Agreement Looks like everything is squared away and a PO can be issued for the work to start. Is this correct? Mike, Can we proceed? This is to get the fence moved in Union Park that you approved. See below and call me if you have any questions. Thank you, **Anderson Davis** Sent from my iPhone On Mar 30, 2020, at 12:22 PM, Ana Coddington <coddington.ana@gmail.com> wrote: Thank you, Vivek. What is the next step we should take? Hope everyone is staying safe during this time. Ana Coddington On Mon, Mar 30, 2020 at 11:29 AM Vivek K. Babbar < VBabbar@srvlegal.com > wrote: Hi all, Attached for your records is a copy of the recorded agreement. Thanks, Vivek Vivek K. Babbar Straley Robin Vericker

From: Vivek K. Babbar

Sent: Monday, March 16, 2020 11:20 AM

To: 'Ana Coddington' < coddington.ana@gmail.com>

Cc: 'Anderson Davis' <anderson.davis@dpfg.com'>; 'Charles Coddington'

<<u>charleswcoddington@gmail.com</u>>; 'Ken Joines' <<u>ken.joines@dpfg.com</u>>; 'Patricia Roche' <<u>plroche56@gmail.com</u>>; 'Paul Cusmano' <<u>paul.cusmano@dpfg.com</u>>

Subject: RE: Fence Estimate #988 from New Tampa Fence, Inc.

Just received the signature page from the District as well. We are sending it off to recording via FedEX. Once it is recorded, I'll send it to everyone for their records. Thanks,

Vivek

Vivek K. Babbar

Straley Robin Vericker

From: Vivek K. Babbar

Sent: Monday, March 16, 2020 9:29 AM

To: Ana Coddington < coddington.ana@gmail.com>

Cc: Anderson Davis <anderson.davis@dpfg.com>; Charles Coddington

<<u>charleswcoddington@gmail.com</u>>; Ken Joines <<u>ken.joines@dpfg.com</u>>; Patricia Roche <<u>plroche56@gmail.com</u>>; Paul Cusmano <<u>paul.cusmano@dpfg.com</u>>

Subject: RE: Fence Estimate #988 from New Tampa Fence, Inc.

Hi Ana,

Thanks, I received the 3 executed resident pages this morning. I'm still waiting on the Chairman's signature page. I'll track that down. Don't need anything else from the residents. Thanks.

Vivek

Vivek K. Babbar

Straley Robin Vericker

From: Ana Coddington < coddington.ana@gmail.com >

Sent: Tuesday, March 10, 2020 8:04 PM **To:** Vivek K. Babbar < VBabbar@srvlegal.com>

Cc: Anderson Davis anderson.davis@dpfg.com; Charles Coddington

<<u>charleswcoddington@gmail.com</u>>; Ken Joines <<u>ken.joines@dpfg.com</u>>; Patricia Roche <<u>plroche56@gmail.com</u>>; Paul Cusmano <<u>paul.cusmano@dpfg.com</u>>

Subject: Re: Fence Estimate #988 from New Tampa Fence, Inc.

Vivek,

The executed agreement will be mailed to tomorrow. Have a good evening!

Ana Coddington

On Tue, Mar 10, 2020 at 1:10 PM Vivek K. Babbar < VBabbar@srvlegal.com> wrote:

Hi all,

Apologies for the error with the name. Attached is the revised version.

As a reminder, please have the appropriate signature pages executed (in blue ink, 2 witnesses, and the notary signature and seal) and send the originals to me for recording (Mr. and Mrs. Coddington: I'll need both of your signature pages). Once it comes back from recording, I can provide everyone an electronic copy.

Ken/Anderson: Please coordinate the District's signature page.

Thanks

Vivek

Vivek K. Babbar

Straley Robin Vericker

From: Ana Coddington < coddington.ana@gmail.com >

Sent: Tuesday, March 10, 2020 12:16 PM **To:** Vivek K. Babbar < <u>VBabbar@srvlegal.com</u>>

Cc: Charles Coddington < charles wcoddington@gmail.com >; Patricia Roche < plroche56@gmail.com >; Paul Cusmano < paul.cusmano@dpfg.com >

Subject: Re: Fence Estimate #988 from New Tampa Fence, Inc.

Hello Vivek

Patty mentioned we are waiting on a revised agreement with her name corrected. We're excited to move forward. Let us know when it'll be ready so we can coordinate schedules on our end to meet with the notary.

Thank you!

Ana Coddington

On Thu, Feb 27, 2020 at 10:12 AM Vivek K. Babbar < VBabbar@srvlegal.com > wrote:

Thanks Ana. Unless you or Ms. Roche have any proposed changes, I don't need to revise the agreement and it can be executed.

Vivek

Vivek K. Babbar

Straley Robin Vericker

From: Ana Coddington < coddington.ana@gmail.com >

Sent: Wednesday, February 26, 2020 6:46 PM **To:** Vivek K. Babbar < <u>VBabbar@srvlegal.com</u>>

Cc: Anderson Davis <anderson.davis@dpfg.com>; Charles Coddington

<<u>charleswcoddington@gmail.com</u>>; Ken Joines <<u>ken.joines@dpfg.com</u>>; Patricia Roche <<u>plroche56@gmail.com</u>>; Paul Cusmano <<u>paul.cusmano@dpfg.com</u>>

Subject: Re: Fence Estimate #988 from New Tampa Fence, Inc.

Vivek,

We understand. Do you need to revise the agreement you originally sent or is that all ready to go?

Thank you!

Ana Coddington

On Wed, Feb 26, 2020 at 4:40 PM Vivek K. Babbar < VBabbar@srvlegal.com > wrote:

Hi Ana,

Perfect, thanks for the clarification on the proposal (it will technically be installed at the center of the CDD's property not an easement, but that's just a technical clarification).

To answer your questions below:

- 1. For #5: Yes, per your discussion with Paul the CDD will pay the vendor (which is why the invoice was requested to be in the name of the CDD) for the costs to remove the 2 fences and re-install one of the fences. However, after the re-installation all expenses (mowing and maintaining, repairing, or replacing the fence) will be the responsibility of the homeowners.
- Under this agreement, there is no conveyance of property and the
 property lines will not move. So your phrase of "borrowed space" is more
 or less accurate (the CDD is basically giving a license to both homes to
 maintain the fence and landscaping located on CDD property).
 - a. If/When you sell the property, as long as this agreement is not terminated, the subsequent purchaser will be able to keep the fence in the location as is and will continue to be responsible for the landscaping and fence--- you will not be required to move the fence. (this is why we will be recording the agreement so it shows up in the public records and should be reflected in the Title Company's paperwork to show you have the right to have your fence extend beyond your property lines)
 - b. If the Agreement is terminated, then the fence will have to be removed from CDD property.

Vivek

Vivek K. Babbar

Straley Robin Vericker

From: Ana Coddington < coddington.ana@gmail.com>

Sent: Tuesday, February 25, 2020 8:38 PM **To:** Vivek K. Babbar < <u>VBabbar@srvlegal.com</u>>

Cc: Anderson Davis
; Charles Coddington

<<u>charleswcoddington@gmail.com</u>>; Ken Joines <<u>ken.joines@dpfg.com</u>>; Patricia Roche <<u>plroche56@gmail.com</u>>; Paul Cusmano <<u>paul.cusmano@dpfg.com</u>>

Subject: Re: Fence Estimate #988 from New Tampa Fence, Inc.

Hi Vivek,

Thank you for reaching out! When Frank from New Tampa Fence came to give me the quote he explained their intention is to move our 6-ft privacy fence (1606 Tallulah) over 5-ft so that it is in the center of the easement. On the plat with the redlines, the 64' solid red line is supposed to illustrate it being at the halfway point (not all the way on Patty's property line).

They mentioned they are supposed to technically put the fence on one of the properties. I told New Tampa fence we don't mind if it encroaches on our property (after all we're talking about a couple of inches). If it needs to be on Patty's property that's fine as well. Each one of us will get +/- 5-ft of land.

Couple of questions:

- Could you please explain #5 in layman's terms? We want to clarify that we (Landowners) will not be responsible for any cost for permitting or actual labor/parts. Per our discussion with Paul, the CDD will be solely responsible for all payments to move the fence.
- The agreement mentions this is an encroachment that may be terminated. How will this affect either one of us in the event we decide to sell in the future? This is not in our plans, but it's important to know. Will our property lines legally be moved, or is this just 'borrowed' space? We are concerned of having additional costs to move the fence back in the event we ever sell.

Thank you for your help!

Charles & Ana Coddington

On Tue, Feb 25, 2020 at 6:48 PM Vivek K. Babbar < VBabbar@srvlegal.com > wrote:

Hi all,

Apologies for the delay, I was out part of last week and had some issues come up in some of my other CDDs. Attached is the draft agreement. Please review and let me know if anyone has any questions.

Some quick notes:

1. I want to confirm the proposal matches what is outlined below.

- a. Page 1, the Notes section mentions that they will remove both fence and re-install one fence line in the middle (which matches Paul's so the re-installed fence will essentially be 5 feet from each home lot line).
- b. However, Page 3 the red arrows appear to show that the one fence will be re-installed at the intersection of the District Property and the 1598 Property (so the re-installed fence will essentially be on the property line of the 1598 Property and 10 feet from the 1606 Property Line).
- 2. Assuming the fence will be installed in the middle of the District Property, it made more sense to simply have 1 agreement with all the parties since it appears the fence will be equally shared by both homes and both homes would be responsible for the fence going forward (unless this assumption about the fence is incorrect—I know fences installed on the property lines can get confusing so I want to ensure everyone is on the same page here).

Once we get sign off from the 2 homes, please have the appropriate signature pages executed (in **blue ink, 2 witnesses, and the notary signature and seal)** and send the originals to me for recording (Mr. and Mrs. Coddington: I'll need both of your signature pages). Once it comes back from recording, I can provide everyone an electronic copy.

Thanks,

Vivek

Vivek K. Babbar

Attorney at Law

Straley Robin Vericker

1510 W. Cleveland Street

Tampa, FL 33606

Direct: 813.321.4107

Main: 813.223.9400

Fax: 813.223.5043

vbabbar@srvlegal.com

www.srvlegal.com

CONFIDENTIALITY NOTE: The information contained in this transmission is privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this

communication is strictly prohibited. If you have received this transmission in error, do not read it. Please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

From: Ana Coddington < coddington.ana@gmail.com >

Sent: Wednesday, February 12, 2020 3:58 PM **To:** Paul Cusmano <paul.cusmano@dpfg.com>

Cc: Anderson Davis ; Charles Coddington

<<u>charleswcoddington@gmail.com</u>>; Ken Joines <<u>ken.joines@dpfg.com</u>>; Patricia Roche <<u>plroche56@gmail.com</u>>; Vivek K. Babbar <<u>VBabbar@srvlegal.com</u>>

Subject: Re: Fence Estimate #988 from New Tampa Fence, Inc.

Wonderful! Thank you so much.

Have a great afternoon.

Ana Coddington

On Wed, Feb 12, 2020 at 3:53 PM Paul Cusmano < <u>paul.cusmano@dpfg.com</u>> wrote:

I am going to a meeting with the Chairman and will have him sign off.

Next is getting with Vivek for your paper work.

Than make the fence change. 2-3 weeks tops.



Paul Cusmano

District Manager/Owner Rep

paul.cusmano@dpfg.com

15310 Amberly Drive

<u>Suite 175</u>

Tampa, Fl. 33647

Web: www.dpfg.com

Office:813-418-7473

Board members should not respond to this e-mail with a "reply to all" to avoid possible non-compliance with the Sunshine Law or include any one Supervisor in the reply

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual

or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.



From: Ana Coddington < coddington.ana@gmail.com>

Sent: Wednesday, February 12, 2020 3:46 PM **To:** Anderson Davis anderson.davis@dpfg.com

Cc: Charles Coddington < charleswcoddington@gmail.com; Ken Joines

< <u>ken.joines@dpfg.com</u>>; Patricia Roche < <u>plroche56@gmail.com</u>>; Paul Cusmano

<paul.cusmano@dpfg.com>; Vivek K. Babbar <<u>VBabbar@srvlegal.com</u>>

Subject: Fence Estimate #988 from New Tampa Fence, Inc.

Hello all,

Below is the estimate from New Tampa Fence you requested.

Please let Patty and I know if you have any questions or what the next steps are.

Thank you!

Ana Coddington

770-778-2749

1606 Tallulah Terrace - Union Park

----- Forwarded message -----

From: Scott Gilligan <delivery@email.joistapp.com>

Date: Wed, Feb 12, 2020 at 3:31 PM

Subject: Your Estimate #988 from New Tampa Fence, Inc.

To: < coddington.ana@gmail.com >



Estimate #988 from New Tampa Fence, Inc.

Attn: Union Park CDD

We are excited about the possibility of working with you.

If everything looks good please click the SIGN button and approve the estimate so we can move forward with setting up an installation date.



Green Thumb Unlimited

Green Thumb Unlimited 6700 Industrial Ave Port Richey, FL 34668 727-457-3460

Proposal

Friday, April 10, 2020

Union Park CDD 20200410

Subtotal:

\$2,450.00

Union Park CDD

11111 Hudson, FL 34668 **Phone**:Not on File

Salesperson: Eric Kopp

service@greenthumbunlimited.com

Worksite:

Union Park CDD 11111 Hudson, FL 34668

# Item	Description	Qty	Cost
0	Install	0	\$2,450.00
	Deliver & install 350 bales pine straw		

 Signature
 Date
 Tax:
 \$0.00

 Total:
 \$2,450.00

Acceptance of this proposal represents a signed contract. Credit card processing fee of 3% will be added if applicable. Proposal is good for 30 days.

Lore_Yeira

From: Tonya_Elliott-Moore

Sent: Tuesday, April 21, 2020 12:08 PM **To:** Lore Yeira; Anderson Davis

Subject: Pine Straw

Attachments: UnionParkCDD20200410ProposalFusion-Standard.pdf; pine straw Union Park quote sheet.xlsx

Lore,

Here is the quote sheet with the three quotes for the pine straw. Lore you can cut a PO to Green Thumb as they are the least expensive - I can approve them as they are under \$2500. Anderson, once Lore emails them the PO at service@greenthumbunlimited.com (cc Anderson and I) you can call them and ask them to perform the work. Anderson, are you good with moving forward with Green Thumb?

Thank you,

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.



ECOLOGICAL CONSULTANTS, INC.

5121 Ehrlich Road, Suite 103A Tampa, Florida 33624

April 14, 2020 (3-12-2020; 1-30-2018)

Union Park CDD c/o DPFG 1060 Maitland Center Commons #340 Maitland, FL 32751

RE: UNION PARK MAINTENANCE AND MONITORING PROPOSAL SWFWMD PERMIT #43033321.003

Dear Sir of Madam:

Our agreement for monitoring and maintenance services for the above referenced project site has expired and Southwest Florida Water Management District (SWF) and The Army Corps of Engineers (COE) have not yet released the site as successful. If you would like for our office to continue with these services, please sign and return this letter to our office. The proposal below is for the Oldswoods Avenue area as follows:

Maintenance and Monitoring for 2 years or until release by agencies:

A. Maintenance (quarterly for 2 years)

8 Events

@ \$ 950.00 per visit

\$ 7,600.00 *

B. Monitoring (semi-annually for 2 years)

4 Events

@ \$ 600.00 per visit

\$ 2,400.00

* Since maintenance has not been completed since August 2017, two maintenance events may be billed to bring the site back into compliance in early 2018. Extra maintenance will be determined by Dr. Donald Richardson upon site inspection.

If additional planting is required, due to impacts by others, there will be additional costs. This bid will be honored for 30 days from the above date. If bid is accepted, please sign and return to our office. Please contact my office as soon as possible if you have any questions.

Page 2 Union Park

Sincerely,

Proposal accepted by

Donald Richardson, Ph.D., CEP

DRR/sec

Union Park (DD)
Company Name

Owner/Agent for Owner

4-30-20

Lore_Yeira

From: Mike Lawson <Mike@metrodg.com>
Sent: Thursday, April 30, 2020 9:09 AM

To: Tonya_Elliott-Moore
Cc: Ken_Joines; Lore_Yeira

Subject: RE: Urgent - Union Park - Mitigation Maintenance and Monitoring

Attachments: UPCDD Approved ECI Proposal 4-30-20.pdf

Follow Up Flag: Follow up Flag Status: Flagged

Approved proposal attached



Mike Lawson | Managing Director, Operations

METRO DEVELOPMENT GROUP

2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607

office: 813.288.8078 | mobile: 813.843.3875

MetroDevelopmentGroup.com | MetroPlaces.com

From: Tonya Elliott-Moore

Sent: Thursday, April 30, 2020 8:59 AM

To: Mike Lawson

Cc: Ken Joines; Lore Yeira

Subject: Urgent - Union Park - Mitigation Maintenance and Monitoring

Mike,

This was just provided to me yesterday. The water management district is still requiring the monitoring and mitigation reporting to continue for permit #43033321.003. In looking into it, it appears Paul thought this requirement would be finished and so this was not budgeted in FY 20. We looked at the budget to see if it could be covered with cost savings. We budgeted \$15,000 for holiday lighting and only spent \$5,203, so have \$9,797 available. We anticipate the most needed to finish out this year would be \$5000. Could you please provide approval, and signature to the attached proposal, so that we can ensure we are in compliance with the water management district requirements. We will be sure this is budgeted for in the FY 21 Budget.

Thank you,

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS

E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Maik_Aagaard < maik_aagaard@dpfg.com>
Sent: Wednesday, April 29, 2020 11:54 AM

To: Tonya Elliott-Moore <tonya.elliott-moore@dpfg.com>; sherry@floridascrub.com

Cc: Lore_Yeira <lore.yeira@dpfg.com>

Subject: FW: Union Park

Hello Sherry,

I forward the matter to District Manager Tonya Elliott-Moore.

From: Sherry Corbin <sherry@floridascrub.com>
Sent: Wednesday, April 29, 2020 11:33 AM
To: Maik_Aagaard <maik.aagaard@dpfg.com>

Subject: Union Park

Hi Maik,

I'm not sure who is in charge of Union Park. Our agreement for monitoring and maintenance has expired and maintenance has not been completed since 2017. Southwest Florida Water Management District has not yet released the site as successful, so monitoring and maintenance is still required. Could you forward this to whomever is overseeing this project site so we can continue before the site gets notice of non-compliance. I have sent this out several times trying to get approval to continue. If you have any questions, please let me know.

Thank you, Sherry Corbin Ecological Consultants, Inc. 5121 Ehrlich Road, Suite 103A Tampa, FL 33624 Sherry@floridascrub.com (813) 264-5859 (813) 264-5957 fax **H2 Pool Services**

PO Box 6291 Sun City Center, FL 33571

Estimate

Date	Estimate #
5/5/2020	22

Name / Address	
Union Park	
c/o DPFG	
250 International Parkway	
Suite 280	
Lake Mary FL 32746	

Project

	1		
Description	Qty	Rate	Total
Cleaning involved at the amenity includes a powerwash with stronger sanitization solution, including bathroom areas, Sanitization of Loungers, Sanitization of tables and chairs, entry gates, all handles and garbage receptacles.		1,200.00	1,200.00
Option #1 Clean Mail Kiosk		100.00	100.00
Option #2 Sanitization of the Play ground equipment		750.00	750.00
Additional PPE		75.00	75.00
		Total	\$2,125.00

H2 Pool Services

PO Box 6291 Sun City Center, FL 33571

Estimate

Date	Estimate #
5/5/2020	22

Name / Address

Union Park c/o DPFG 250 International Parkway Suite 280 Lake Mary, FL 32746

Project

Description	Qty	Rate	Total
Cleaning involved at the amenity includes a powerwash with tronger sanitization solution, including bathroom areas, sanitization of Loungers, Sanitization of tables and chairs, entry ates, all handles and garbage receptacles.		1,200.00	1,200.00
Option #1 Clean Mail Kiosk		100.00	100.00
Option #2 Sanitization of the Play ground equipment		750.00	750.0
Additional PPE		75.00	75.0
Man Chair	Man 5-6	-20	
		Total	\$2,125.0

Lore_Yeira

From: Tonya_Elliott-Moore

Sent: Wednesday, May 6, 2020 9:14 AM

To: Lore_Yeira

Subject: FW: CDD Pool Cleanings

Attachments: Cypress Creek Sanitization 2020.pdf; Cypress K Sanitization 2020.pdf; Cypress Orchids Sanitization

2020.pdf; Glenn Creek Sanitization 2020.pdf; Park Creek Sanitization 2020.pdf; Sereno Sanitization

2020.pdf; Silverado Sanitization 2020.pdf; Waterleaf Sanitization 2020.pdf; Union Park East

Sanitization 2020.pdf; Union Park Sanitization 2020.pdf

Importance: High

Follow Up Flag: Follow up Flag Status: Completed

Lore,

Please cut PO's for these now....Chair is signing and sending them back to me. Please send the PO's to Ken at H2 Pools as soon as they are done. This is an urgent need.

Thank you so much,

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Tonya_Elliott-Moore

Sent: Tuesday, May 5, 2020 6:35 PM

To: 'Mike Lawson'

Cc: Ken_Joines; Lore_Yeira; Anderson_Davis; Teeanna_Kamalu; Kelly_Rowe

Subject: CDD Pool Cleanings

Mike,

Attached are the proposal from H2 Pools to perform a deep clean – the last one I am waiting for is Union Park East – that will be along shortly.

	DPFG		Deep Clean	Date of Deep
CDD	Rep	Pool Contractor	Cost	Clean
Cypress Creek Main Pool	Kelly	H2 Pools	\$2,295.00	5/7/2020
Cypress Creek K Pool	Kelly	H2 Pools	\$975.00	5/7/2020
Cypress Creek Orchids Pool	Kelly	H2 Pools	\$975.00	5/7/2020
DG Farms	Kelly	H2 Pools	\$1,925.00	5/7/2020
Silverado	Anderson	H2 Pools	\$1,925.00	5/8/2020
Union Park East	Anderson			5/8/2020
Villages of Glen Creek	Kelly	H2 Pools	\$1,975.00	5/8/2020
Waterleaf	Kelly	H2 Pools	\$2,225.00	5/8/2020
Park Creek	Kelly	H2 Pools	\$1,925.00	5/8/2020

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Tonya_Elliott-Moore

Sent: Tuesday, May 5, 2020 6:13 PM **To:** 'Mike Lawson' < <u>Mike@metrodg.com</u>>

Cc: Ken_Joines < ken.joines@dpfg.com >; Lore_Yeira < lore.yeira@dpfg.com >; Anderson_Davis

<anderson.davis@dpfg.com>; Teeanna_Kamalu <teeanna.kamalu@dpfg.com>; Kelly_Rowe <kelly_rowe@dpfg.com>

Subject: RE: CDD Pools

Mike,

Here is the eblast language. They are all the same – so you can just open one. Very similar to the signage verbiage so we stay consistent with messaging on this issue.

I just saw some pool sanitizing quotes come in...so I am off to get those finalizes.

Thank you,

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Mike Lawson < <u>Mike@metrodg.com</u>>

Sent: Tuesday, May 5, 2020 6:00 PM

To: Tonya_Elliott-Moore < tonya.elliott-moore@dpfg.com >

Subject: Re: CDD Pools

Tonya

Only comment I have is under fun pool rules instead is Do not congregate in groups. Say, Do not congregate in non-family groups.

Otherwise looks good and sounds friendly.

Thanks

Sent from my iPhone

On May 5, 2020, at 5:45 PM, Tonya_Elliott-Moore < tonya.elliott-moore@dpfg.com > wrote:

Mike do you object to this as our signage at the pools for now: It will have the correct name and maximum folks for the appropriate CDD....but I didn't think you would want to see them all. They are the same just change of CDD name and correct maximum count. See chart with maximum load numbers below the verbiage. I want to get these over to the sign maker so I can get them installed by Friday.

Cypress Creek Pool Area - COVID-19 Guidelines for Use of this Pool

Welcome Back - We Missed You!

The maximum load at the pool is 50% capacity A maximum of 49 people will be allowed in the pool area at one time. Please assist us by adhering to this requirement.

And Don't Forget....

These

FUN POOL RULES:

If you don't live together, stay 6 feet apart Do not congregate in groups. No groups of more than 10 people

CDD	Max Bathing Load	50% Capacity
Cypress Creek Main Pool	97	49
Cypress Creek K Pool	38	19
Cypress Creek Orchids		
Pool	30	15
DG Farms	97	49
Hidden Creek	135	68
Park Creek	47	24
Silverado	80	40
Union Park	97	49
Union Park East	135	68
Villages of Glen Creek	80	40
Waterleaf	97	49

Tonya Elliott Moore

District Manager

15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE **SENDING PARTY ONLY**

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Mike Lawson < Mike@metrodg.com>

Sent: Tuesday, May 5, 2020 4:27 PM

To: Tonya_Elliott-Moore < tonya.elliott-moore@dpfg.com >

Subject: RE: CDD Pools

Tonya

Please call me on my cell



Mike Lawson | Managing Director, Operations

METRO DEVELOPMENT GROUP

2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607

office: 813.288.8078 | mobile: 813.843.3875 mike@MetroDevelopmentGroup.com

MetroDevelopmentGroup.com | MetroPlaces.com

From: Tonya_Elliott-Moore <tonya.elliott-moore@dpfg.com>

Sent: Tuesday, May 5, 2020 2:20 PM **To:** Mike Lawson < <u>Mike@metrodg.com</u>>

Cc: Lauren Parsons < Lauren@metrodg.com >; Ken_Joines < ken.joines@dpfg.com >; Chloe Crooks

<<u>Chloe@metrodg.com</u>> **Subject:** RE: CDD Pools

Yes, I already sent off the list of 9 CDD's to the company that does the deep cleans to get the proposals.

Tonya

Tonya Elliott Moore

District Manager

15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Mike Lawson < <u>Mike@metrodg.com</u>> Sent: Tuesday, May 5, 2020 2:18 PM To: Tonya_Elliott-Moore < tonya.elliott-moore@dpfg.com >

Cc: Lauren Parsons <Lauren@metrodg.com>; Ken Joines <ken.joines@dpfg.com>; Chloe Crooks

<<u>Chloe@metrodg.com</u>> **Subject:** RE: CDD Pools

Tonya,

Please obtain the necessary deep cleaning contracts as soon as possible as we may end up commencing with that work this week.

Thanks

Mike Lawson | Managing Director, Operations
METRO DEVELOPMENT GROUP
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607
office: 813.288.8078 | mobile: 813.843.3875
mike@MetroDevelopmentGroup.com
MetroDevelopmentGroup.com | MetroPlaces.com

From: Tonya_Elliott-Moore < tonya.elliott-moore@dpfg.com >

Sent: Tuesday, May 5, 2020 12:50 PM **To:** Mike Lawson < <u>Mike@metrodg.com</u>>

Cc: Lauren Parsons < Lauren@metrodg.com >; Ken_Joines < ken.joines@dpfg.com >

Subject: RE: CDD Pools

Mike,

See attached – I have been putting a plan together. Just depends on if there are funds in the CDD. Park Creek resident told me they put money in their budget each year for security at the pool in summer months. Ken, is looking at that for me at the various CDD's. If that could work we might be able to open pools on a more limited schedule, create a registration system to limit 10 registrations per hour block, etc.

It would mean revving the janitorial at the pool area back up to 7 days a week.

I will send you a calendar appointment – we can just use the call in phone number and have a conference call.

Tonya Elliott Moore

District Manager

15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Mike Lawson < Mike@metrodg.com > Sent: Tuesday, May 5, 2020 11:54 AM

To: Tonya Elliott-Moore <tonya.elliott-moore@dpfg.com>

Cc: Lauren Parsons < Lauren@metrodg.com >; Ken_Joines < ken.joines@dpfg.com >

Subject: CDD Pools

Tonya,

Let's have a call after 1:30.

Thanks

Mike Lawson | Managing Director, Operations
METRO DEVELOPMENT GROUP
2502 N. Rocky Point Drive | Ste 1050 | Tampa, FL 33607
office: 813.288.8078 | mobile: 813.843.3875
mike@MetroDevelopmentGroup.com
MetroDevelopmentGroup.com | MetroPlaces.com

Estimate

Sign Solutions of Tampa Bay, Inc.

Sign Solutions premium signs and graphics 3921 West MLK Blvd Tampa, FL 33614

ph. (813) 269-5990

fax (813) 269-5991

email: sales@SignSolutionsTB.com

Estimate:

15221

Printed

5/6/2020 2:46:25PM

Description: UNION PARK - COVID-19 Pool Rules

Prepared For: Accounts Payable

Company: UNION PARK CDD Estimate Date: 5/6/2020 2:23:48PM

ph: (321) 263-0132 x 4203

email: districtap@dpfg.com

Thank you for considering Sign Solutions for your signage needs. Please call us at 813.269.5990 if you have questions or need further information. We look forward to hearing from you and working with you on this project.

Product	Font	Qty	Sides	Height	Width	Unit Cost	Install	Item Total
1 Dibond		1	1	24	24	\$60.00	\$0.00	\$60.00
Color:	White on Black							
Description:	24" x 24" x 1/8" dibond w/ laminated vinyl graphics	S.						
Text:	COVID-19 Pool Rules							
2 Installation	on	1	1	1	1	\$95.00	\$0.00	\$95.00

Color:

Description: Installation / Time and Materials

Text:

N		
Notes:	Line Item Total:	\$155.00
	Tax Exempt Amt:	\$155.00
	Subtotal:	\$155.00
	Taxes:	\$0.00
	Total:	\$155.00

Company: UNION PARK CDD

250 International Parkway

Suite 280

Lake Mary, FL 32746

Received/Accepted By:

/ /

Lore_Yeira

From: Tonya_Elliott-Moore

Sent: Wednesday, May 6, 2020 3:05 PM **To:** Keith Christianson; Lore Yeira

Cc: Kelly_Rowe; Anderson_Davis; Ken_Joines; Teeanna_Kamalu

Subject: RE: Pool signs needed ASAP

Yes, Lore these are approved, please cut the PO's. Keith please proceed.

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Keith Christianson

Sent: Wednesday, May 6, 2020 3:01 PM
To: Tonya_Elliott-Moore; Lore_Yeira
Cc: Kelly_Rowe; Anderson_Davis
Subject: RE: Pool signs needed ASAP

Hi Tonya,

The updated layout is attached, along with the estimate for each location. Please let me know if approved and I'll get these into production immediately.

Thanks.

Keith Christianson | Sign Solutions 3921 W MLK Blvd | Tampa, FL 33614 ☑: kchristianson@signsolutionstb.com ☎: 813.269.5990 ext. 2 | ☎: 813.269.5991(fax)

From: Keith Christianson

Sent: Wednesday, May 6, 2020 1:16 PM



Droposal Calonitta I T			CASTA PARAMETER
Proposal Submitted To:			
UNION PARK (DD) - 90 LANGE Ellint- Mone	E.	5-26-	X
32885 Natural Bride Rd.			
City WES/EY Chapel State Fla	?	Zip 335	43
Home/Office Cell Email /	elliot-mod	pre@dpi	fgocom
Description	Quantity	Price	Amount
KEPAIRING PAUFRS RROUND the Edge of		-	\$19590
REPAIRING PAULES ROUND the Edge of pool and two other ZREAS.			1,01
Thank you for your business!	I	Total:	\$1959°C
ACCEPTANCE OF PROPOSAL THE A			

ACCEPTANCE OF PROPOSAL: The above price, specifications, and conditions are satisfactory and are hereby accepted. All American Lawn and Tree is authorized to do the work as specified. Customer agrees to pay any expense fees involved in collection if needed. For any materials in addition to those stated above a verbal or written quote will be provided to the customer. Any delay in materials are beyond our control.

WARRANTY: ALL SALES ARE FINAL. All American Lawn and Tree guarantees all turf and plant products to be relatively free of harmful insects, diseases, and free of weeds as indicated from the fields. Since we have no control over watering, chemical use, soil conditions, insects, or weather conditions, the customer is liable for the conditions of the product. Guarantee ends at the time of acceptance of this product.

Signature:	Name:	Date:
Sales Person: JUGA (16	Cell #:813-95/-1921	Date: 5-26-20
2817 Tyrkey Creek Road	AALTS1991@Gmail.com	Phone: (813) 571-0001

2817 Turkey Creek Road AALTS1991@Gmail.com
Want City, FL 33566 www.AllAmericanLawnAndTree.com

AALTS1991@Gmail.com Phone: (813) 571-0091 www.AllAmericanLawnAndTree.com Fax: (813) 752-6677

Proposal valid for 30 days

Lore_Yeira

From: Tonya_Elliott-Moore

Sent: Tuesday, May 26, 2020 8:52 AM

To: Anderson_Davis; Lore_Yeira; Ken_Joines

Subject: FW: Union Park Pavers

Attachments: Union Park~Wesley Chapel Paver Repair.PDF

Follow Up Flag: Follow up Flag Status: Completed

Lore,

This is within my approval threshold – Anderson if you are good with it – I can get Lore to cut the PO and we can authorize All American to go repair the bricks.

Tonya Elliott Moore

District Manager



15310 Amberly Drive Suite 175

Tampa, FL 33647

Phone: 813-374-9104 Ext 4301

Email: Tonya.Elliott-Moore@dpfg.com

Website: www.dpfg.com

BOARD SUPERVISORS - TO AVOID A POTENTIAL SUNSHINE LAW VIOLATION, PLEASE DO NOT "REPLY TO ALL" TO THIS E-MAIL - IF YOU HAVE QUESTIONS OR COMMENTS, PLEASE DIRECT THEM TO THE SENDING PARTY ONLY

The information contained in this email transmission is privileged and confidential information intended only for the review and use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any unauthorized dissemination, distribution, use or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone. Thank you.

From: Edward Alba

Sent: Tuesday, May 26, 2020 7:50 AM **To:** Tonya_Elliott-Moore; Denise Burruezo

Cc: Lore_Yeira ; Anderson_Davis **Subject:** Union Park Pavers

Tonya, Here is the Paver repair price for Union Park. Please let me know if you have any questions or concerns.

Thank you,

Ed Alba

General Manager

Earth-Tech Property Solutions

Ph: (813) 951-1921

INVOICE

Shazam Construction, LLC

DATE: JUNE 2, 2020

Shazam Hera 6773 Waterton Drive Riverview, FL 33578

813-385-4591

Shazam Construction LLC @gmail.com

Union Park CDD

TO Union Park CDD

QUANITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Remove and Replace two door locks for storage rooms at Union Park Amenity Center		\$450.00
	All materials and labor is included		
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$450.00

Make all checks payable to Shazam Construction, LLC THANK YOU FOR YOUR BUSINESS!

Master Services and Supply Agreement

THIS MASTER SERVICES AND SUPPLY AGREEMENT (the "Agreement") is entered into this ______ day of May, 2020 by and between O.P.E.N. America, Inc., an Arizona corporation, doing business as OpenWorks ("OpenWorks") and Union Park Community Development District, a form of special purpose local government formed under Chapter 190, Florida Statutes ("Client") whose address is c/o DPFG, 250 International Parkway, Suite 280, Lake Mary, Florida 32746. This Agreement is intended to set forth the terms and conditions upon which OpenWorks may render, sell, and/or supply to Client: (a) Facility Services and building-related maintenance services (the "Facility Services"); (b) Facility Services supplies; (c) Facility Services-related equipment; and (d) Other services, products or merchandise as set forth on various Facility and Service Supply Order forms which may be created from time-to-time (the "Service/Supply Order"). In the event of a conflict between the terms, conditions and provisions of this Agreement and the Service/Supply Order, the terms of the Agreement shall prevail. This Agreement shall continue in full force and effect until terminated or superseded by mutual written agreement of the Parties.

I.

TERMS AND PROVISIONS FOR ON-GOING FACILITY OR MAINTENANCE SERVICES

A. Facility/Maintenance Services:

- Location-Specific Terms: OpenWorks shall render on-going, regular or routine Facility Services at one or more of Client's locations, with the particular locale(s), frequency, pricing/charges, scheduled start date, initial term (duration) and other location-specific terms, conditions and provisions set forth in one or more Service/Supply Orders created and executed from time-to-time. Unless otherwise set forth on the Service/Supply Order(s), regular facility maintenance services shall be generally performed outside of Client's normal business hours, but not on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 2. Monthly Service Charges: Ordinarily, OpenWorks' Facility Services charges are based upon a monthly fee as set forth in the proposal attached hereto as Exhibit A. Prices and quantities for Consumables (as defined in Exhibit A) shall be executed on the Service/Supply Order(s). New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, are non-working days and Facility Services shall not be supplied on such days. As these holidays are taken into account in determining the monthly Fee, Client shall not be entitled to any "credit" for holidays where Facility Services are not rendered. Should Client require special facility service on one or more of the holidays or at a day or time outside of the normal schedule, arrangements may be made for an additional fee as set forth in Exhibit A. All applicable taxes and surcharges are in addition to the quoted monthly fee. Client's address first noted above shall be the address for all notices and billing. Notwithstanding any other provision(s) to the contrary, whether in this Agreement or on the Services/Supply Order(s) or otherwise, OpenWorks may, upon thirty (30) days' notice to Client, increase the Monthly Service Charges if any state, county, municipal or other local governmental authority mandates an increase in the minimum wage where such new standard(s) are applicable to persons rendering services under or in connection with this Agreement.

- 3. OpenWorks to Designate Service Provider: OpenWorks shall have the sole and exclusive right to designate the service provider(s) to perform the Facility Services which, at times, may be an OpenWorks' franchisee and/or third-party provider under contract with OpenWorks. OpenWorks may not itself perform the Facility Services, but shall arrange for the Facility Services in accordance with this Agreement and the associated Service/Supply Order. All person(s) or entities rendering Facility Services shall be bonded and insured and, unless otherwise provided, shall perform in accordance with the terms and provisions of this Agreement, Exhibit A, and associated Service/Supply Order.
- 4. Equipment and Supplies Incident to Facility Services: Save and except consumable supplies such as toilet paper, towels, hand soap, toiletries, trash liners and the like, OpenWorks shall, within the Facility Services fee, include all customary equipment and supplies reasonably necessary for the regular Facility Services. As provided in Section II of this Agreement, Client may order from OpenWorks supplies and other products in accordance with OpenWorks' then-current pricing schedule.
- 5. Adjustments to Monthly Fees: From time-to-time, as the Parties may agree, Client's Monthly Fee for regular Facility Services at one or more locations may be increased or decreased to reflect an increase or decrease in the area of space receiving service and the kind, amount, or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by Client and OpenWorks.
- 6. <u>Invoices:</u> Invoices for Client's Monthly Fees for regular Facility Services will be submitted on or about the first day of each month and each invoice shall cover all Facility Services to be performed by OpenWorks during the current month. Client shall make all payments promptly within 30 days, unless disputed. If disputed by Client, Client shall notify OpenWorks within the time period required by and in accordance with the Florida Prompt Payment act (Section 218.70 Florida Statutes). By way of example, OpenWorks will invoice Client on or about January 1 for regular Facility Services to be performed during the month of January. Assuming such invoice is dated January 1, payment will be due no later than January 30.

B. Term and Renewal

- 1. <u>Term</u>: The initial term for each location where ongoing Facility Services shall be rendered shall be for a period of 1 year.
- 2. <u>Automatic Renewal</u>: The initial term for each location where ongoing Facility Services shall be rendered shall be automatically extended and renewed upon expiration of the initial term for an additional one (1) year term unless Client or OpenWorks provides written notice of non-renewal at least thirty (30) days prior to the initial expiration date. If timely notice is given for non-renewal, the then-existing term shall expire at 11:59 p.m. on the expiration date of the initial term or renewal term, whichever is applicable. Unless otherwise agreed in writing between OpenWorks and Client, the terms and conditions of this Agreement and associated Service/Supply Order shall apply to all renewal terms.
- Termination of Services at Particular Service Location: <u>Deficiencies in Facility Services</u>: In the event Client believes there exists any material deficiency with respect to <u>Facility Services</u> provided at any particular service <u>location</u> (i.e., one of the location(s) set forth in and subject to a <u>Service/Supply Order</u>), Client shall provide {00086227.DOCX/}

OpenWorks written notice specifying the particulars of the claimed deficiency and permitting OpenWorks at least ten (10) business days to investigate and initiate corrective measures. In the event OpenWorks does not consider the Client's claimed deficiencies to be justified, OpenWorks shall so notify the Client. Client may only terminate Facility Services pursuant to this Agreement at the locale where a deficiency is alleged to exist "for cause" based upon a material deficiency if, and only if, Client shall have first provided written notice to OpenWorks specifying the deficiencies and OpenWorks fails to initiate corrective action within ten (10) business days following OpenWorks' receipt of written notice. To the extent OpenWorks initiates corrective action with respect to a claimed deficiency, the issue giving rise to that claimed deficiency shall be deemed cured and a separate notice shall be required with respect to any other claimed material deficiency thereby permitting OpenWorks an opportunity to investigate and to initiate corrective action with respect to such other or new claimed deficiency(ies) in accordance with the provisions of this paragraph. Any claimed deficiency at one service location shall not be grounds to terminate OpenWorks' at any other service location nor shall such be grounds to terminate this Agreement.

- 4. Early Termination for Convenience: Facility Services provided at any particular service location may not be terminated prior to the expiration of the initial term or renewal period(s), whichever is applicable. Notwithstanding the foregoing, Client may, upon at least thirty (30) days written notice to OpenWorks, terminate Facility Services at a particular service location for convenience providing the Client pays to OpenWorks, at the time notice is dispatched, an early termination fee One monthly fee as provided in Exhibit A. Early termination does not affect Client's obligation to pay in full for services through date of early termination and any supplies previously ordered by a Service/Supply Order prior to providing a notice of termination. Termination of OpenWorks' services at one service location shall not affect any other service location. Provided Client gives proper notice and timely makes the early termination payment, the total monthly fee as specified in Exhibit A shall be adjusted as of the early termination date by subtracting therefrom the monthly fee for the location where service has terminated (only if there are more than one service locations).
- 5. <u>Suspension of Service Due to Non-Payment</u>: In the event Client fails to timely and fully pay for Facility Services, supplies, and/or other fees/billings as provided under this Agreement, OpenWorks may, without notice, suspend any further service until such a default is cured, or, at its sole discretion, may terminate this contract and deem such termination as one arising under paragraph D(2) (i.e., termination for convenience).
- 6. Additional Termination Rights. OpenWorks shall have the right to immediately cancel or terminate this Agreement and any Service/Supply Order executed in connection with this Agreement in the event that: (1) Client becomes the subject of a case under the Federal Bankruptcy Code or similar state or federal insolvency laws; (2) if any creditor of Client commences an action to enforce or foreclose upon a lien or security interest in property of Client (3) if a receiver is appointed with respect to any property of Client; or (4) OpenWorks determines, in its sole discretion, that it is unable to designate or continuously provide service provider(s) to perform the Facility Services that meet OpenWorks' quality standards on an economically feasible basis.

TERMS AND PROVISIONS FOR ONE-TIME OR NON-RECURRING FACILITY OR MAINTENANCE SERVICES

- 1. Specific Service(s): OpenWorks shall render, on a one-time or non-recurring basis, certain facility or maintenance services at one or more of Client's locations for the pricing as set forth in Exhibit A, and with the particular locale(s), anticipated work schedule and other specific terms, conditions and provisions set forth in one or more Service/Supply Orders created and executed from time-to-time Unless otherwise set forth on the Service/Supply Order(s), these services shall be generally performed outside of Client's normal business hours, but not on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- Charges: The charges for the facility or maintenance services shall be set forth on the Exhibit A and cost for supplies or Consumables as set forth in a Service/Supply Order. Client's address first noted above shall be the address for all notices and billing. All applicable taxes and surcharges shall be in addition to the specified monthly fee.
- 3. OpenWorks to Designate Service Provider: OpenWorks shall have the sole and exclusive right to designate the service provider(s) to perform the Facility Services which, at times, may be an OpenWorks' franchisee and/or third-party provider under contract with OpenWorks. OpenWorks may not itself perform the Facility Services, but shall arrange for the Facility Services in accordance with this Agreement and the associated Service/Supply Order. All person(s) or entities rendering Facility Services shall be bonded and insured and, unless otherwise provided, shall perform in accordance with the terms and provisions of this Agreement and associated Service/Supply Order.

111.

TERMS AND PROVISIONS FOR SALE OF PRODUCTS OR MERCHANDISE

- Sale of Products, Supplies or Merchandise: Client may purchase from OpenWorks such supplies, products or merchandise which OpenWorks may offer for sale from time-to-time. The price of such items shall be set forth in Service/Supply Order(s). The price for these items shall be set forth in the Service/Supply Order(s). Client shall be responsible for any applicable taxes, surcharges and delivery fees/costs. All sales are final and nonrefundable once the order is placed.
- 2. <u>Terms</u>: Unless otherwise provided in the Service/Supply Order, all sales are due and payable within 30 days of delivery.

IV.

GENERAL TERMS APPLICABLE TO SALE OF ALL PRODUCTS AND RENDITION OF SERVICES

No Hazardous Conditions: Client represents and warrants that each of the service locations subject to this
Agreement shall be free of asbestos, hazardous materials, and hazardous waste materials, and that the

{00086227.DOCX/}

premises do not pose any unusual or hidden risks or hazards.

- 2. Notices: All notices contemplated hereunder shall be either hand-delivered or dispatched via the United States Mail, certified, postage pre-paid, at OpenWorks' address referred to above and to the Client at its address first set forth above. Invoices and routine correspondence shall not be deemed "notices" for the purposes of this Agreement. OpenWorks may change their address for purposes of this Agreement by written notice to the other.
- 3. Restrictions Upon Hiring Personnel: Client covenants and agrees that, during the term of this Agreement and associated Service/Supply Order (including any renewal periods) and for one (1) year after this Agreement and/or any associated Service/Supply Order expires or terminates, Client shall not, directly or indirectly, hire or employ or contract with OpenWorks' employees, agents, representatives, or franchisees (including any employees of an OpenWorks' franchisee) to render, provide, supply, and/or manage any facilities or maintenance services for or on behalf of Client, including any related companies or divisions. In addition, Client agrees it shall not aid, assist or facilitate the hiring, contracting and employing such persons by any third-party.
- 4. Limitation of Liability: The Client agrees OpenWorks' and its franchisees', agents', employees' and thirdparty service providers/vendors' total liability and responsibility for loss, damage and/or injury arising out of or in connection with the services provided and/or the products, merchandise and/or materials sold, provided or supplied under this Agreement, whether arising under contract, statute, law, rule, regulation, common law or equity (collectively the "Claims"), shall not exceed OpenWorks' total insurance coverage then actually available for payment of the Claims. Without limiting the generality of the foregoing, Client agrees and acknowledges its sole and total remedy and recourse arising shall be limited to OpenWorks' then available insurance to cover and pay Claims. Attached hereto is a copy of OpenWorks' certificate of insurance applicable at inception of this Agreement and OpenWorks shall, upon request, provide any amendments and/or superseding certificates of insurance from time-to-time. At no time and under no circumstances shall OpenWorks' (including its franchisees, agents and third-party service providers/vendors) be liable for any exemplary, incidental or consequential damages arising out of or in connection with any defect, flaw or imperfection in any product or merchandise sold or supplied hereunder. Notwithstanding the foregoing, OpenWorks agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by OpenWorks, including litigation or any appellate proceedings with respect thereto. OpenWorks further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute. Any subcontractor retained by the OpenWorks shall acknowledge the same in writing upon request by Client. This section survives termination of this Agreement. Client agrees to indemnify and hold harmless OpenWorks and its officers, agents and employees form any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, raising out the negligence or willful misconduct of Client.
- Warranty Limitations and Exclusions: With respect to any products, merchandise or other items provided, sold or supplied hereunder, OpenWorks hereby disclaims any warranties, express or implied, INCLUDING

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. All warranties, if any exist, are those supplied by the manufacturer of the products, merchandise or other items provided sold, provided or supplied hereunder.

- 6. <u>Claims Limitation</u>: Any suit or other legal proceedings by **Client** against **OpenWorks** arising under or in connection with this **Agreement** shall be filed not later than one (1) year after the cause of action accrues and not later.
- 7. Integration: This Agreement, Exhibit A, and any properly executed associated Service/Supply Order(s) represent the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement and any associated Service/Supply Order(s) may not be changed, modified, or rescinded except in writing, signed by Client and OpenWorks. Any attempt at oral modification of this Agreement and associated Service/Supply Order(s) shall be void and of no effect. Unless otherwise specifically agreed to by the parties in writing, the terms of any modification shall only apply on and after the date the writing memorializing a modification was fully executed and be effective only as to such matters specifically set forth therein.
- 8. <u>Final Payment</u>: Client shall pay for unpaid facility services, materials, or supplies not later than thirty (30) days following issuance of an invoice or expiration or termination of Facility Services at any particular service location.
- 9. Costs of Collection; Attorney's Fees: In the event OpenWorks refers this matter to an attorney or collection agency for collection of any sums owed by Client to OpenWorks hereunder, Client shall, in addition to amounts owing hereunder, pay any attorney's fees, court costs, collection agency fees, and any other sums incurred for collection. In any action between OpenWorks and Client arising from or relating to this Agreement, the prevailing party shall be entitled to recover from the losing or defaulting party its reasonable attorney fees, expert witness fees, and any other costs incurred in connection with the action.
- 10. Severability: To the fullest extent possible, each provision of this Agreement, Exhibit A, and associated Service/Supply Order shall be interpreted in such fashion as to be effective and valid under applicable law. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. If any provision of this Agreement, Exhibit A, and/or associated Service/Supply Order is declared void or unenforceable, such provision shall be deemed severed from this Agreement, Exhibit A, and/or applicable Service/Supply Order(s), which shall otherwise remain in full force and effect.
- 11. Force Majeure: OpenWorks shall not be liable for any delays or damages caused by events beyond its reasonable control.
- 12. Choice of Law, Forum and Waiver of Jury Trial: Arizona law shall govern the interpretation and enforcement of this Agreement and associated Service/Supply Order, without giving effect to any "choice of law" provisions or principles. In addition, OpenWorks and Client agree that all claims, disputes and

controversies arising out of or in connection with this **Agreement** shall be filed, heard and considered in the Maricopa County, Arizona Superior Court or in the United States District Court, District of Arizona. **Client** and **OpenWorks** hereby irrevocably consent to the jurisdiction of these Courts and agree that such Courts shall be the sole forum to resolve any disputes, claims and controversies arising out of or in connection with this **Agreement**. In addition, the **parties** hereby waive any rights to seek or demand that any claim or issue be heard or considered by a jury.

- 13. <u>Heirs and Assigns</u>: This Agreement and associated Service/Supply Order shall be binding upon and inure to the benefit of the parties hereto, and their respective successors in interest, but in no event shall any party be relieved of its obligations hereunder without the express written consent of each other party except as expressly provided herein.
- 14. Insurance. OpenWorks or any subcontractor performing the work described in this Agreement and/or any Service/Supply Order shall maintain throughout the term of this Agreement: (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida; (2) Commercial General Liability Insurance covering OpenWorks' legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit injury and property damage liability; and (3) shall add the Client as an additional insured to its insurance policies before OpenWorks commences the work. OpenWorks shall provide a copy of the Certificate of Insurance naming the Client as an additional insured to the Client as evidence of compliance with this requirement. No Certificate of Insurance shall be acceptable to the Client unless it provides that any change or termination within the policy periods of the insurance coverages held by OpenWorks, as certified, shall not be effective within 30 days of prior written notice to the Client of such changes.
- 15. <u>Waiver</u>: The waiver by any party of any right granted to such party shall not be deemed to be a waiver of any other right granted hereunder, and the same shall not be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. In the event of any alleged defect in product or service, Client shall, not later than ten (10) days following the event or occurrence giving rise to the claim, provide written notice to OpenWorks of such claim or defect, with sufficient particularity to allow OpenWorks to address allegation. Should Client fail to provide proper and timely notice, the claim(s) is/are deemed waived.
- 16. <u>Arm's Length Transaction</u>. This Agreement has been negotiated fully between the Client and OpenWorks as an arm's length transaction. The Client and OpenWorks participated fully in the preparation of this Agreement. In 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.
- 17. <u>Counterparts.</u> This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- 18. <u>Public Records</u>. As required under Section 119.0701, Florida Statutes, OpenWorks shall (a) keep and maintain public records required by the Client in order to perform the service, (b) upon request from

the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if OpenWorks does not transfer the records to the Client, (d) meet all requirements for retaining public records and transfer, at no cost, to the Client all public records in possession of OpenWorks upon termination of the contract 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 Client in a format that is compatible with the information technology systems of the Client.

IF OPENWORKS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO OPENWORKS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO
THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 250
INTERNATIONAL PARKWAY, SUITE 280, LAKE MARY, FLORIDA 32746, BY PHONE AT
321-263-0132, OR BY EMAIL AT TONYA.ELLIOTT-MOORE@DPFG.COM.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of this day of May, 2020.

ON BEHALF OF CLIENT:

Client (Company) Name:	_	
Representative Signature:	Date:	5-19-20
Representative Name (Print): Michael Lawren		
Representative Title: Chairman Board of Supers	isory	
ON BEHALF OF OPENWORKS:		
OpenWorks' Rep. Signature:	Date:	5.19.2020
OpenWorks' Rep. Name (Print): Sava Coer		
OpenWorks' Rep. Title: Account Executive	e	

IMPORTANT: QUOTED SERVICE FEES DO NOT INCLUDE APPLICABLE SALES TAXES,
WHICH SHALL BE ADDED TO TOTAL CHARGES

Exhibit "A"



Union Park

Option 1: Facility Service Fee

Nightly Janitorial Service – 5 x per week Completed with Union Park East

\$499 per month

Option 3: Facility Service Fee

Nightly Janitorial Service – 7 x per week

\$603 per month

Additional Services:

Deep, Impact Cleaning

Includes: Restrooms Only

\$250 per occurrence

Electrostatic Spraying or Fogging add-on to deep clean

• \$250 per occurrence

Consumables

Includes: Paper Towels, Toilet Paper, Trash Can Liners, Hand Soap, Air Fresheners, Toilet Seat Covers, Hand Sanitizers, and Hands- Free Dispensers. acilities and Pleasin

PAYG (Pay As You Go)

Sara Coen Account Executive- Tampa/Orlando 813-344-5198 sara.coen@openworksweb.com