

Alta Lakes Community Development District

Board of Supervisors' Meeting November 29, 2023

District Office: 2806 N. Fifth Street Unit 403 St. Augustine, FL 32084

Alta Lakes Amenity Center

3108 Alta Lakes Blvd., Jacksonville, FL 32226

www.altalakescdd.org

District Board of Supervisors Sylvester Wilkins Chairperson

Nelson Ortega Vice Chairman
Kisha Mayo-Lewis Assistant Secretary
Timothy Dixon Assistant Secretary
Vacant Assistant Secretary

District Manager Lesley Gallagher Rizzetta & Company, Inc.

District Counsel Katie Buchanan Kutak Rock LLP

District Engineer Vincent Dunn Dunn & Associates, Inc.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

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

District Office · St. Augustine, Florida · (904) 436-6270

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.altalakescdd.org

Board of Supervisors Alta Lakes Community Development District November 21, 2023

FINAL AGENDA

Dear Board Supervisors:

The meeting of the Board of Supervisors of the Alta Lakes Community Development District will be held on **November 29, 2023, at 10:00 a.m.** at the Alta Lakes Amenity Center located at 3108 Alta Lakes Blvd., Jacksonville, FL 32226.

BOARD OF SUPERVISORS MEETING:

CALL TO ORDER/ROLL CALL
AUDIENCE COMMENTS ON AGENDA ITEMS
BUSINESS ADMINISTRATION
A. Consideration of Minutes of the Board of Supervisors' Special
Meeting held September 27, 2023Tab 1
B. Ratification of Operations & Maintenance Expenditures for
September 2023Tab 2
C. Consideration of Resolution 2024-01; Regarding General
ElectionsTab 3
BUSINESS ITEMS
A. Discussion Regarding Proposals for Pond MaintenanceTab 4
1.) Aquagenix
2.) Charles Aquatics
3.) Future Horizons
4.) Solitude
B. Consideration of Renewal Proposal from Innovative Fountains
(Entry Fountains)Tab 5
C. Consideration of BrightView Mulch ProposalTab 6
D. Consideration of Volleyball Court Refurbishment ProposalTab 7
E. Consideration of Proposal to Replace Glass Window in the GymTab 8
F. Consideration of Appointment to Vacant Board SeatTab 9
G. Administration of Oath of OfficeTab 10
H. Consideration of Resolution 2024-02; Redesignating Assistant
SecretaryTab 11
STAFF REPORTS
A. District Counsel
B. District EngineerTab 12
1.) Update on Alta Drive Construction and Pond 18
2.) Consideration of Proposal for Annual Engineer's
Report

Consideration of Red Koi Pond Bank Slope Design
Options – (under separate cover)
C. Landscape ManagerTab 13
 BrightView Landscape Quality Site Assessment Report, dated November 16, 2023
BrightView Irrigation Report, dated September 27, 2023
 Review of BrightView Audit of Entry Landscape Damage from Alta Drive Construction
D. Aquatic Maintenance ManagerTab 14
1.) Solitude Lake Management Report, dated October 6, 2023 & October 20, 2023
E. Amenity ManagerTab 15
 First Coast CMS Field Report, dated November 16, 2023 District Manager
1.) Update on Turner Pest Control Rate Increase January 2024
6. Supervisor Requests and Audience Comments
7. Adjournment

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at 904-436-6270.

Yours kindly,

Lesley Gallagher
District Manager

Tab 1

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a 4 verbatim record of the proceedings is made, including the testimony and evidence upon 5 which such appeal is to be based. 6 7 **ALTA LAKES** 8 9 COMMUNITY DEVELOPMENT DISTRICT 10 11 The **special** meeting of the Board of Supervisors of the Alta Lakes Community Development District was held on September 27, 2023, at 6:00 P.M. at the Alta Lakes 12 Amenity Center located at 3108 Alta Lakes Blvd., Jacksonville, FL 32226. 13 14 Sylvester Wilkins **Board Supervisor, Chairman** 15 Nelson Ortega **Board Supervisor, Vice Chairman** 16 Kisha Mayo-Lewis **Board Supervisor, Assistant Secretary** 17 Timothy Dixon **Board Supervisor** 18 19 Also present were: 20 Lesley Gallagher District Manager, Rizzetta & Co., Inc. 21 Kyle Magee District Counsel, Kutak Rock LLP (speakerphone) 22 Vincent Dunn District Engineer, Dunn & Associates (speakerphone) 23 **Tony Shiver** President/Owner, FC CMS 24 Chris Ernst Account Manager, BrightView Landscape 25 26 Public audience members present. 27 28 29 FIRST ORDER OF BUSINESS Call to Order 30 Mr. Wilkins called the meeting to order at 6:02 P.M. 31 32 SECOND ORDER OF BUSINESS **Audience Comments on** 33 Agenda Items 34 35 Public comments were heard on pickleball screens and a tree behind 339 Blue Catfish that 36 was not reported as a hazard but fell causing fence damage. Mr. Ortega offered to assist 37 the fence owner outside of the meeting as a resident of the community and not on behalf 38 of the CDD or as a Board member. 39 40 THIRD ORDER OF BUSINESS **Consideration of Minutes of the** 41 **Board of Supervisors' Meeting** 42 held July 26, 2023 43 44

On a motion by Ms. Mavo-Lewis, seconded by Mr. Wilkins, with all in favor, the Board approved the minutes of the Board of Supervisors' meeting held July 26, 2023, for Alta Lakes Community Development District.

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FOURTH ORDER OF BUSINESS

Ratification of Operations & **Maintenance Expenditures for** July & August 2023

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> On a Motion by Mr. Wilkins, seconded by Mr. Ortega, with all in favor, the Board ratified Operations & Maintenance Expenditures for July 2023, in the amount of \$27,248.10 and August 2023, in the amount of \$33,303.39, for Alta Lakes Community Development District.

It was also requested the tree removal proposals be forwarded to the Chairman for review

On a Motion by Ms. Mayo-Lewis, seconded by Mr. Wilkins, with all in favor, the Board

1.) Update on Alta Drive Construction Project and Pond 18

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52 53 in the future.

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accepted the financial statement (unaudited) for July 31, 2023 & August 31, 2023, for Alta Lakes Community Development District.

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SIXTH ORDER OF BUSINESS

FIFTH ORDER OF BUSINESS

Staff Reports - Part A

Acceptance of Financial

Statement (unaudited) for

July 31, 2023 & August 31, 2023

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A. District Counsel

B. District Engineer

63 64 Mr. Magee had no report but was available to answer questions.

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The Board then moved on to agenda item 5D.

18 issues and will continue to pursue and monitor this.

Mr. Wilkins stressed that the CDD needs a plan of approach as completion nears if the issues on pond 18 are not corrected and the area not restored.

Mr. Dunn updated the Board that the contractor has not been responsive to requests for

substantial completion by the end of October and final completion by December 21st. Mr.

Dunn noted that his team had a thorough site meeting with the contractor to review pond

updates. The most recent update that was received was that the project would be at

SEVENTH ORDER OF BUSINESS

Consideration of Pond Bank Fence Installation Proposals

Mr. Dunn explained that they were requested to review the slope of the pond bank on Red Koi. He then presented two proposals to fence this area off. Discussion ensued regarding access for maintenance. Mr. Dunn explained that he could pursue topography options but would need a survey of the area. Mr. Dunn also made the recommendation of a wall if the Board did not feel that the fencing was an option. The Board authorized the District Engineer to meet with BrightView on site to review options that would be maintainable and requested a proposal for a survey. Mr. Ortega requested authorization to also attend this site meeting. The Board agreed but stressed to only observe and not to provide direction.

The Board moved back to agenda item 4C.

EIGHTH ORDER OF BUSINESS

Staff Reports - Part B

C. Aquatic Maintenance Manager

1.) Solitude Waterway Inspection Report, dated September 18, 2023 & August 4, 2023

The Board reviewed the aquatics report found under tab 4 of the agenda. It was requested that Solitude provide a service schedule that could be shared with the Board with the understanding that the schedule may vary due to weather. Discussion ensued regarding service concerns, and it was requested that the District Manager reach out to the vendors who previously provided proposals to determine if they were still valid for review at the next meeting. It was also requested that all vendors proposing attend the next meeting along with a Solitude representative.

D. Landscape Manager

1.) BrightView Landscape Quality Site Assessment, dated. August 10, 2023 & September 13, 2023

Mr. Ernst reviewed his report found under tab 5 of the agenda. He noted that they would be working on the woodline cutbacks as part of their winter tasks under the agreement.

The Board moved to agenda item 5B.

NINTH ORDER OF BUSINESS	Consideration of BrightView Proposal(s)
1.) Bed Enhancements	
BrightView review their pricing further and the labeled phase 2 at a not-to-exceed amount of BrightView was doing a good job and it was i	onstruction at the entry. Mr. Ortega requested e Board approved the enhancement in section of \$4,601.15. Mr. Ortega noted that he felt
The Board moved back to agenda item 5A.	
ENTH ORDER OF BUSINESS	Consideration of Third Addendum to BrightView Landscape & Irrigation Maintenance Services Agreement
The Board reviewed the renewal proposal fron 1st start date.	om BrightView, which would have a November
On a Mating by Mr. Ortana and addition	
	Ms. Mayo-Lewis, with all in favor, the Board at View to begin November 1, 2023, for Alta
approved the renewal proposal from Brigh	
approved the renewal proposal from Brigh Lakes Community Development District.	
approved the renewal proposal from Brigh Lakes Community Development District.	ntView to begin November 1, 2023, for Alta Consideration of BrightView
approved the renewal proposal from Bright Lakes Community Development District. ELEVENTH ORDER OF BUSINESS	Consideration of BrightView Proposal(s)
approved the renewal proposal from Bright Lakes Community Development District. ELEVENTH ORDER OF BUSINESS 2.) Mulch Installation	Consideration of BrightView Proposal(s) areas not being sodded and recalculate.

TWELFTH ORDER OF BUSINESS **Consideration of Volleyball Top** 163 **Dress Proposal** 164 165 Tabled as Mr. Shiver was having the volleyball courts reviewed for ongoing drainage 166 issues. 167 168 THIRTEENTH ORDER OF BUSINESS Acceptance of the Fourth 169 **Addendum to Professional** 170 **District Services Agreement** 171 172 On a motion by Ms. Mayo-Lewis and seconded by Mr. Ortega, with all in favor, the Board of Supervisors accepted the Fourth Addendum to Professional District Services Agreement, for Alta Lakes Community Development District. 173 FOURTEENTH ORDER OF BUSINESS Ratification of Fiscal Year 2023-174 2024 Insurance Renewal Policy 175 176 On a motion by Ms. Mayo-Lewis and seconded by Mr. Wilkins, with all in favor, the Board of Supervisors ratified the insurance renewal for Fiscal Year 2023/2024, in the amount of \$37,882.00, for Alta Lakes Community Development District. 177 178 FIFTEENTH ORDER OF BUSINESS **Acceptance of AMTEC Arbitrage Rebate Report of** 179 Bond Series 2019, dated 180 July 31, 2023 181 182 On a motion by Mr. Wilkins, seconded by Ms. Mayo-Lewis, with all in favor, the Board accepted the Amtec Arbitrage Rebate Report for series 2019, dated July 31, 2023, reflecting no rebate liability, for Alta Lakes Community Development District. 183 SIXTEENTH ORDER OF BUSINESS Consideration of First 184 185 Addendum to First Coast CMS Agreement 186 187 Mr. Shiver presented the renewal proposal from First Coast CMS. 188 189 On a motion by Mr. Ortega, seconded by Ms. Mayo-Lewis, with all unanimously in favor, the Board approved the First Addendum to First Coast CMS Agreement., for Alta Lakes Community Development District.

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SEVENTEENTH ORDER OF BUSINESS

Acceptance of Board of Supervisor Resignation

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On a motion by Mr. Wilkins, seconded by Ms. Mayo-Lewis, with all unanimously in favor, the Board accepted Ms. Hardison's resignation effective September 6, 2023, for Alta Lakes Community Development District.

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EIGHTEENTH ORDER OF BUSINESS

Consideration of Appointment to Vacant Board Seats #3 & #4

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Ms. Gallagher reviewed that two statements of interest have been received for the vacant seats at Alta Lakes. One is from Andrew Mills and one from Timothy Dixon. Mr. Dixon was present this evening. Mr. Dixon shared his interest with the Board to fill a seat on the Board. The Board then had the opportunity to ask him questions. It was noted that both seats that were open had a term ending in November 2024. Mr. Dixon was appointed to the Board.

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On a motion by Mr. Wilkins, seconded by Mr. Ortega, with all unanimously in favor, the Board appointed Mr. Dixon to the Board, for Alta Lakes Community Development District.

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It was requested that the vacant seat information be E-blasted again to the community for statements to be reviewed at the next meeting and requested candidates attend the meeting. Mr. Dixon left the meeting to retrieve his photo ID to enable him to take his oath of office so the Board moved to agenda item 5M.

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NINTEENTH ORDER OF BUSINESS

Consideration of Resolution 2023-11, Setting the Dates, Times and Location of Regular Meetings for Fiscal Year 2023/2024

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The Board reviewed the Resolution, which had a combination of day and evening meetings presented.

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On a motion by Ms. Mayo-Lewis, seconded by Mr. Wilkins, with all unanimously in favor, the Board adopted Resolution 2023-11 as presented, for Alta Lakes Community Development District.

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The Board moved to the Amenity Manager Report.

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TWENTIETH ORDER OF BUSINESS

Staff Reports - Part B

229 230	A. Amenity Manager 1.) Update on Night Swimming
231	2.) First Coast CMS Field Report, dated September 2023
232 233 234 235 236	Mr. Shiver reviewed that he had learned that the lighting required for night swimming was designed at the time of construction, but it was not permitted to include this. Since this time, the requirements have changed, and the zero entry does not meet night swimming lighting standards. There was no interest in, or direction given to obtain a formal proposal to update this.
237238239	The Board moved back to agenda item 5K.
239240241	TWENTY-FIRST ORDER OF BUSINESS Administration of Oath of Office
241 242 243	Mr. Dixon took his oath of office.
243244245	The Board moved back to the Amenity Manager Report.
246	TWENTY-SECOND ORDER OF BUSINESS Staff Reports – Part B
247248	A. Amenity Manager
	On a motion by Mr. Ortega, seconded by Mr. Wilkins, with all unanimously in favor, the

Mr. Shiver then reviewed that the current vendor for fitness equipment preventative maintenance has not been providing the level of service that the District would expect to receive. He had obtained a proposal for the same quarterly service from First Place Fitness at the expense of \$149/quarter versus the expense of \$200/quarter with Fitness

court, for Alta Lakes Community Development District.

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On a motion by Mr. Ortega, seconded by Mr. Wilkins, with all unanimously in favor, the Board provided direction to terminate services with Fitness Pro and enter into an agreement with First Place Fitness for quarterly preventative maintenance services at \$149/quarter, for Alta Lakes Community Development District.

authorized a not-to-exceed amount of \$1,300.00 to replace the windscreen at the pickleball

The Board provided the direction to have holiday lights red, white and green this year and reinstall wreaths. Mr. Shiver noted that he would attempt to have the wreaths back up for the week of Thanksgiving.

B. District Manager

ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT September 27, 2023 Minutes of Meeting Page 8

•	I the Board and audience that some or the Rizzetta office and any o	she would be the point of contact questions or concerns may be
TWENTY-THIRD ORD	ER OF BUSINESS	Supervisor Requests and Audience Comments
Audience Comments		
	vere heard on the following: All CDD versus HOA and access o	
Supervisor Requests		
No supervisor Reques	ts.	
TWENTY-FOURTH O	RDER OF BUSINESS	Adjournment
		ayo-Lewis, with all unanimously in favor, the Lakes Community Development District.

ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT September 27, 2023 Minutes of Meeting Page 9

Secretary / Assistant Secretary	Chairman / Vice Chairman

Tab 2

DISTRICT OFFICE · 2806 N FIFTH STREET · UNIT 403 · ST. AUGUSTINE, FLORIDA 32084

Operations and Maintenance Expenditures September 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2023 through September 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:	
Approval of Expenditures:	\$70,951.11
Chairperson	
Vice Chairperson	
Assistant Secretary	

Paid Operation and Maintenance Expenditures September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Always Improving, LLC	100212	30424	Fitness Equipment Maintenance 08/23	\$311.47
Always Improving, LLC	100212	30491	Fitness Equipment Maintenance 09/23	\$200.00
Bob's Backflow & Plumbing Services, Inc.	100199	94189	Back Flow Test & Certification 08/23	\$225.00
Bob's Backflow & Plumbing Services, Inc.	100213	94423	Back Flow Test & Certification 09/23	\$485.00
BrightView Landscape Services, Inc.	100202	8559969	Landscape Maintenance 09/23	\$7,800.00
BrightView Landscape Services, Inc.	100202	8577655	Prune Trees 08/23	\$2,356.25
COMCAST	Comcast09072023	8495 74 120 3378488 08/23 Autopay	Monthly Cable & Internet 08/23	\$298.31
Doody Daddy, LLC	100206	2309-AL	Pet Waste Station Maintenance 09/23	\$361.00
Egis Insurance Advisors, LLC	100214	Policy 100119398 10/1/23-10/1/24	Policy 100119398 10/1/23-10/1/24	\$37,882.00
First Coast Contract Maintenance Service, LLC	100200	7850	Management Services 09/23	\$2,409.00
First Coast Contract Maintenance Service, LLC	100207	7905	Reimbursable Expenses 08/23	\$692.57
First Coast Contract Maintenance Service, LLC	100211	7966	Reimbursable Expenses 08/23	\$547.32
Hi-Tech System Associates	100208	390950	Security & Video Monitoring 09/23	\$555.00

Paid Operation and Maintenance Expenditures September 1, 2023 Through September 30, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount
Innovative Fountain Services	100201	20244902	Fountain Maintenance 08/22	\$712.18
Innovative Fountain Services	100215	20244984	Fountain Maintenance 08/22	\$255.56
Jacksonville Daily Record	100209	23-05998D	Legal Advertising 09/23	\$93.13
JEA	JEA09202023	9415158183 08/23	Account #9415158183 Utility Services	\$3,627.06
Kutak Rock, LLP	100203	Autopay 3268500	08/23 Legal Services 07/23	\$1,743.35
Massey Services, Inc.	100210	5405283	Pest Control Services 08/23	\$65.00
Republic Services	RS09062023	0687-001349897	Waste Disposal Services 09/23	\$248.69
Rizzetta & Company, Inc.	100198	Autopay 319 INV0000083201	District Management Fees 09/23	\$4,306.59
Solitude Lake Management, LLC	100204	PSI006105	Lake & Pond Maintenance 09/23	\$1,736.00
U.S. Bank	100205	6998475	Trustee Fees S2019 07/01/23-06/30/24	\$4,040.63

Total Report <u>\$70,951.11</u>

Tab 3

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE DUVAL COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Alta Lakes 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 the City of Jacksonville, Duval County, Florida; and

WHEREAS, the Board of Supervisors of the District ("Board") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Duval County Supervisor of Elections ("Supervisor") to conduct the District's elections by the qualified electors of the District at the general election ("General Election").

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

- 1. **GENERAL ELECTION SEATS.** Seat 4, currently vacant, and Seat 5, currently held by Sylvester Wilkins, are scheduled for the General Election beginning in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
- 2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
- 3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
- 4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

- 5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2024, and for each subseqluent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.
- 6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
- 7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - 8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

ALTA LAKES COMMUNITY

PASSED AND ADOPTED this 29th day of November, 2023.

	DEVELOPMENT DISTRICT
	CHAIRPERSON / VICE CHAIRPERSON
ATTEST:	
SECRETARY / ASSISTANT SECRETARY	

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Alta Lakes Community Development District ("District") will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Duval County Supervisor of Elections located at 105 East Monroe Street, Jacksonville, Florida 32202; Ph: (904) 255-8683. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a "qualified elector" of the District, as defined in Section 190.003, *Florida Statutes*. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Duval County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Alta Lakes Community Development District has two (2) seats up for election, specifically seats 4 and 5. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, and in the manner prescribed by law for general elections.

For additional information, please contact the Duval County Supervisor of Elections.

Publish on or before , 2024.

Tab 4



A q u a g e n i x A DCS Company

Welcome to the DeAngelo Contracting Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DeAngelo Contracting Services Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge.
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat.
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DeAngelo Contracting Services:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you.

Respectfully yours,

The team at DeAngelo Contracting Services, Jacksonville



Aquagenix

DCS AQUATIC MANAGEMENT PLUS AGREEMENT

This agreement dated 10/13/2023 is made between DeAngelo Contracting Services and Alta Lakes CDD as described as follows:

Alta Lakes CDD
Alta Lakes Blvd.
Jacksonville, FL 32226
Contact: Leslie Gallagher lgallagher@rizzetta.com

1. Site Locations:

DCS will provide aquatic management services on behalf of Alta Lakes CDD accordance with the terms and conditions of this Agreement at the following aquatic site(s): 19 ponds Total acres: 46.94

- 2. Contract Services: Alta Lakes CDD agrees to pay DCS the following amounts during the term of this Agreement for these specific water management services:
 - > Treatment to a manageable level of aquatic grasses and broadleaf weeds around the perimeter of waterways
 - ➤ Algae treatment
 - > Treatment to a manageable level of floating aquatic vegetation
 - ➤ Water testing (as needed) for Dissolved Oxygen, Temperature, and pH
 - > Abide by Florida BMPs for aquatic vegetation treatment and management
 - If unforeseen submersed vegetation growth occurs the owner agrees to create a work order to cover additional herbicides.

Annual Program Investment \$27,073.01 that will be invoiced monthly at \$2,256.08

We will perform 12 monthly waterway services each year. Treatments will follow Florida Best Management Practices.

The term of this Agreement shall be for a term of 1 year (the "Term") and service shall be continuous without interruption unless this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

3. Automatic Renewal:

At the end of the Term or any renewal thereof, this Agreement shall automatically renew for a term equal to its original Term and shall include a 4% increase in the monthly rate, unless a timely "Notice of Cancellation" has been received by DeAngelo Contracting Services as outlined in Paragraph 11.

4. Safety:

DCS agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

5. Insurance:

DCS agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

6. Address Change:

If DCS or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DCS of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced monthly and agrees to pay DCS within thirty (30) days after date of invoice at DCS's home office at 527 South Church St, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and may result in a suspension of services until invoices are paid in full.

9. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies: a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage. b. Filing of a mechanics lien on property for all monies due plus interest, DCS costs and attorney's fees incurred by DCS.

10. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DCS, 527 South Church St., Hazleton, PA 18201. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of water treatment products. a. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DCS in accordance with paragraphs 11. b. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DeAngelo Contracting Services. c. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in Paragraphs 11.

12. OTHER ITEMS: -

a. Water testing necessary for gathering specific and additional information for the purposes of determining any additional Aquatic Algae and Vegetation Control Treatment programs for a water body or bodies of the CUSTOMERS will require a signed Special Service Agreement (SSA) detailing the details of the testing and associated cost before testing begins and will be invoiced separately,

- b. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- c. The CUSTOMER is responsible for notifying DCS in advance of the signing of this contract if they utilize any of the water in their bodies of water for irrigation purposes. DCS may, when necessary, use products that have irrigation restrictions that is appropriate or necessary for aquatic vegetation control and management. DCS, will notify CUSTOMER in writing of any irrigation restrictions related to the use of the product(s). CUSTOMER agrees to follow the restrictions in its entirety and shall hold DeAngelo Contracting Services harmless related to any damages as a result of irrigating prior to expiration of irrigation restrictions.
- d. A sudden appearance of dead fish in a lake or pond causes considerable concern and alarm for most people. Most fish kill results from natural events, although people can influence their frequency and severity. Fish kills usually result from too little oxygen in the water. While some result from spills or illegal discharges of toxic substances, most kills occur when oxygen dissolved in the water drops to levels insufficient for fish survival. For a dissolved oxygen or DO-related fish kill to occur, a combination of environmental conditions transpires simultaneously. Weather patterns, water temperature, depth and quality, amount and type of plant growth, fish community structure, along with the presence of viruses and bacteria are all factors that are necessary to trigger a fish kill. Lakes, ponds, and canals located in residential areas are particularly vulnerable to DO related fish kills. Developed areas create runoff that contain high amounts of nutrients. In addition, street and yard drainage that enters waterbodies can cause water quality problems. High levels of nutrients from fertilizers applied to lawns, golf courses and farms cause aquatic plants to thrive. Ponds with high nutrient levels produce dense growths of microscopic plants called algae. When sunlight is available, algae use nutrients and produce oxygen through the process of photosynthesis. Most oxygen available to fish comes from algae. During nighttime and cloudy weather, low sunlight causes algae to switch from photosynthesis to respiration, consuming oxygen needed by fish. During severe events, fish can suffocate from low DO. Most frequently, however, fish become stressed during a low DO period and become susceptible to viral or bacterial infections. Most times, fish can tolerate temporary lags in DO levels. Fish kills occur when several contributory factors occur simultaneously such as prolonged cloudy weather, drought conditions, overcrowded fish populations, excessive algae or other plant growths and high-water temperatures. Rarely is there a direct fish kill as a result of products used for treatment when applied at the specified label rates and use. The CUSTOMER agrees to hold DeAngelo Contracting Services harmless for any issues with fish or other aquatic life which occur as described above, unless there is willful negligence on the part of DeAngelo Contracting Services.

13. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DCS and CUSTOMER.

<u>Julia Clamenta</u> DeAngelo Contracting Services	
DeAngelo Contracting Services	CUSTOMER
Julie Clements	
PRINT NAME	PRINT NAME
10/13/2023	
DATE	DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.





Aquatic Management This Agreement dated October 13 , 2023 is made between Charles A Name Alta Lakes CDD c/o Lesley Gallagher, Rizzetta & Company Property Address 3108 Alta Lakes Blvd, Jacksonville, FL Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614 Phone Number 904-436-6270 Cell Number E-Mai Hereinafter called "CLIENT"	
Name Alta Lakes CDD c/o Lesley Gallagher, Rizzetta & Company Property Address 3108 Alta Lakes Blvd, Jacksonville, FL Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614 Phone Number 904-436-6270 Cell Number E-Mai	
Property Address 3108 Alta Lakes Blvd, Jacksonville, FL Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614 Phone Number 904-436-6270 Cell Number E-Mai	il lgallagher@rizzetta.com
Billing Address 3434 Colwell Ave, Suite 200, Tampa, FL 33614 Phone Number 904-436-6270 Cell Number E-Mai	il_lgallagher@rizzetta.com
Phone Number 904-436-6270 Cell Number E-Mai	il lgallagher@rizzetta.com
	il_lgallagher@rizzetta.com
Hereinafter called "CLIENT"	
HOLOMARCI CARCU CLIENT	
The parties hereto agree to the following:	
 Charles Aquatics, Inc. agrees to provide monthly visual inspection algaecides, as needed, in accordance with the terms and condition regulations for a period of twelve (12) months from the date of the Nineteen (19) Ponds in Duval County, FL. CLIENT agrees to pay Charles Aquatics, Inc. the following sum(ns of this Agreement and within all applicable governmental ne execution of this Agreement at the following location:
 Monthly Aquatic Management Services Permitting for Triploid Grass Carp Triploid Grass Carp Stocking (Upon Approval) Fabrication and Installation of Aluminum Fish Barriers Physical Removal using Weedrake (floating weeds only Collection and disposal of excess trash and debris 	
 The terms and conditions in this Agreement (pages 1-3) form an acknowledges that he has read and is familiar with the contents to entirety to be considered valid. The offer contained herein is withdrawn and this Agreement and returned by CLIENT to Charles Aquatics, Inc. within 30 The Effective Date of this Agreement is the first day of the montprovided. 	thereof. Agreement must be returned signed and in its shall have no further force and effect unless executed days of issuance.
 CLIENT warrants he is authorized to execute this Agreement on Aquatics, Inc. harmless for consequences of such service not aris This would include injury or death to humans or animals who sw CLIENT agrees to reimburse Charles Aquatics, Inc. for all proce compliance monitoring services. 	ing out of the sole negligence of Charles Aquatics, Inc. im, drink or fish in waterways.
Charles Aquatics, Inc.	CLIENT
James H. Charles, III	
James H. Charles, III	Sign
	Print

Date_____

Terms & Conditions

- 1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this Agreement for the control of non-native, invasive or noxious species of aquatic weeds:
 - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algaecides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Lyngbya, Eel Grass, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
 - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
 - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
 - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
- 2. Disclaimer Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 3. Damages Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
- 4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
- 5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
- 7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
- 8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
- 9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

- 10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
- 11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
- 12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
- 13. Disclosure: CLIENT agrees to disclose, by checking <u>and</u> initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

	waterway(s) which Charles Aquatics, Inc. is treating					
14.	For any condition(s) checked "YES" above, please provide additional details below:					

15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.

==== #roposal ===== FUTURE HORIZONS, INC.

"Tomorrow's Products & Services Today"
P.O. Box 1115
HASTINGS, FL 32145
Phone: 1-800-682-1187

PROPOSAL SUBMITTED TO	Alta Lakes CD	0	PHONE	904-436-6270	DATE	03/10/2023	
STREET	3108 Alta Lakes Drive		JOB NAME	Aquatic Weed Control			
CITY, STATE and ZIP CODE	Jacksonville, Florida		JOB LOCATION				
ARCHITECT	Carol Brown	April 2023		Cbrown@rizzet	tta.com	JOB PHONE	- /

The Bround hereby to lumish material and labor complete in accordance with specifications below, for the sum of:

Payment to be made as follows:

Monthly payments of \$2,335.00; invoiced at the completion of treatment for each month and payable within thirty days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike properties according to standard practices. Any attention or deviation from specifications below involving oxtra costs will be assecuted only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, fornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Created R. Joseph Note: This proposal may be withdrawn by us if not accepted within

days

We hereby submit specifications and estimates for

FUTURE HORIZONS, INC. will implement and maintain a monthly aquatic plant management program for 19 Ponds (approximately 46.7 surface acres) located within Jacksonville, Florida.

FUTURE HORIZONS, INC. will provide all labor, equipment, herbicides and technology to control of all floating, emergent, and submersed aquatic vegetation, as well as algae in the designated areas.

FUTURE HORIZONS, INC will inspect and/or apply the herbicides once a month to control and prevent the vegetation from reestablishing in the designated areas.

FUTURE HORIZONS, INC. will use only state approved herbicides, application techniques and certified applicators in treating the designated areas.

FUTURE HORIZONS, INC. will furnish proof of one million dollars liability and vehicle insurance and workers compensation upon request.

FUTURE HORIZONS, INC. reserves the right to stop the aquatic management program should customer fail to pay each invoice within sixty (60) days. Once delinquent invoices are paid in full, there will be an additional start up fee of ten percent of the remaining contract balance. This start up fee will be paid before additional treatments are made by the contractor. This start up fee is necessary because of regrowth of aquatic vegetation.

This on-going contract maybe canceled by either party with a sixty-day written notice. Should legal services become necessary in collection of the outstanding debt of this contract, it would become the financial obligation of the proposed client.

Upon acceptance, please sign and return this proposal and retain a copy for your files. 1.5 % interest will be added to payments for every thirty days past the due date.

*Credit Card Transactions over \$1,000.00 will incur a 5% Administrative Fee

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above.	Signature
Date of Acceptance:	Signature

AGREEMENT BETWEEN ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT AND SOLUTUDE LAKE MANAGEMENT, LLC, FOR AQUATIC MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of April 2023, by and between:

Alta Lakes Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Duval County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("District"); and

SOLitude Lake Management, LLC, a Virginia limited liability company, whose address is 5869 Enterprise Parkway, Fort Myers, Florida 33905 ("Contractor").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District owns, operates and maintains stormwater management facilities within the boundary of the District as shown on **Exhibit A**, attached hereto and incorporated herein by reference ("Lakes"); and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Lakes, including inspection and treatment for control of nuisance vegetation in and around the Lakes; and

WHEREAS, the Contractor represents that it is capable, willing and able to provide the lake maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

Now, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A. The Contractor agrees to provide the labor, materials and services necessary for the provision of the lake maintenance services described in the attached **Exhibit B** incorporated herein by reference ("Services").
- **B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- **D.** The Contractor shall report directly to the District's Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A. As compensation for the completion of the Services, the District agrees to pay the Contractor One Thousand Seven Hundred Thirty-Six Dollars and No Cents (\$1,736.00) per month, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in Exhibit B.
- **B.** The term of this Agreement shall be from the date of the execution of this Agreement until March 31, 2024, unless terminated earlier in accordance with the terms of this Agreement. Thereafter, the Agreement shall automatically renew for one-year terms unless otherwise terminated pursuant to the terms hereof.
- C. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.
- D. The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making

any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

E. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

A. Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	#1 000 000
Bodily Injury (including contractual) Property Damage (including contractual)	\$1,000,000 \$1,000,000
Automobile Liability	
Bodily Injury and Property Damage	\$1,000,000
Pollution Liability	\$2,000,000

- B. The District, its staff, consultants, agents, employees and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

In SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. 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.

SECTION 10. 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.

SECTION 11. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: SOLitude Lake Management, LLC

5869 Enterprise Parkway Fort Myers, Florida 33905

Attn:

B. If to District: Alta Lakes Community Development District

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Duval County, Florida.

SECTION 16. INDEMNIFICATION.

- A. Contractor, its employees, agents and assigns shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. 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.
- **B.** 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.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 18. Termination. The District agrees that the Contractor may terminate this Agreement without cause by providing sixty (60) days' written notice of termination to the District. The Contractor can terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Carol Brown ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 (904) 436-6270, INFO@RIZZETTA.COM, OR AT 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614.

SECTION 20. 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.

- SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- SECTION 22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
- Section 23. Scrutinized Companies Statement. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.
- SECTION 24. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- SECTION 25. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 26. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

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Exhibit A:
Map of District Lakes

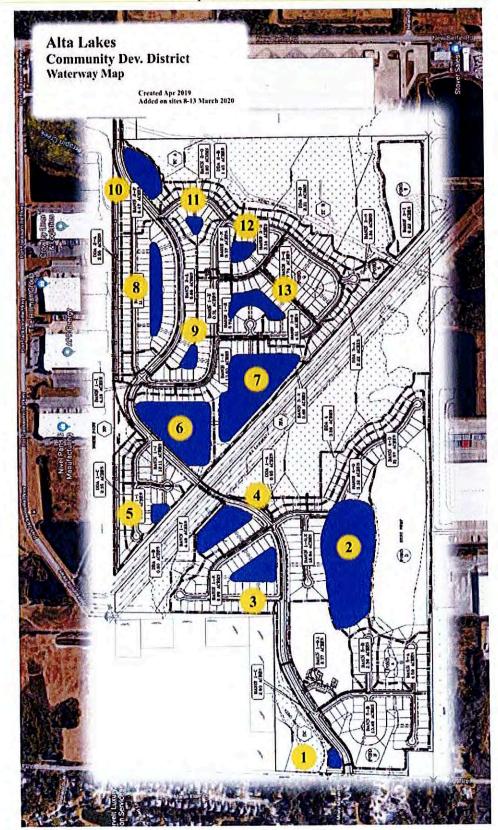


Exhibit B

Scope of Services

SCHEDULE A - ANNUAL MANAGEMENT SERVICES

Monitoring:

- A SOLitude Biologist will visit the site and inspect the pond(s) on a three (3) times per month basis
- Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

Aquatic Weed Control.

- 1. Pond(s) will be inspected on a three (3) times per month basis.
- Any growth of undestrable aquatic weeds and vegetation found in the pand(s) with each
 inspection shall be treated and controlled through the application of aquatic herbicides
 and aquatic surfactants as required to control the specific varieties of aquatic weeds and
 vegetation found in the pand(s) at the time of application.
- 3. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

Shoreline Weed Control:

- Shoreline areas will be inspected on a three (3) times per month basis.
- Any growth of cattails, phragmites, or other unwanted shareline vegetation found within the
 pond areas shall be treated and controlled through the application of aquatic herbicides
 and aquatic surfactants as required for control of the plants present at time of application.
- 3. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Fond Algae Control:

- 1. Pond(s) will be inspected on a three (3) times per month basis.
- Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

<u>trash Removal:</u>

frash and light debris will be removed from the poind(s) with each service and disposed off
site. Any large item or debris that is not easily and reasonably removable by one person
during the routine visit will be removed with the Customer's approval for an additional fee.

Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terestrial (dry land) areas.

Service Reporting:

 Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.

Permitting:

- SOLitude staff will be responsible for the following:
 - Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

- 1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - Perform any public fillings or recordings with any agency or commission associated with the permitting process, if required.
 - a. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

- 1. Company is a licensed pesticide applicator in the state in which service is to be provided.
- Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
- 3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use and application of all aquatic herbicides, algoecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

- Company guarantees that all products used for treatment are EPA registered and labeled
 as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being
 applied in a manner consistent with their labeling.
- 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this control. Will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all tederal, state, and local law.
- Company will continue to maintain all appropriate training and licersing necessary to perform all specified work in a safe and legal manner throughout the entire contract thered.
- Company will furnish personnel, equipment, boots, materials, and other items required to provide the largoing at his expense.

The Annual Contract Price is \$20,832.00. SOLitude shall invoice Customer \$1,736.00 per month for the Services to be provided under finis Agreement.



STATIONARY FOUNTAIN MAINTENANCE CONTRACT

Prepared on: November 10, 2023

Effective: December 1, 2023- December 1, 2024

Prepared by: Innovative Fountain and Lake Services

11637 Columbia Park Drive East

Suite 4

Jacksonville, FL 32258 Phone: (904) 551-1017

Website: www.innovativefountainservices.com

Prepared for: Lesley Gallagher

Project: Rizzetta & Company

Alta Lakes CDD

We are pleased to offer you the following proposal for the Alta Lakes CDD project. Please do not hesitate to contact us if you have any questions.

GENERAL SCOPE OF WORK:

Innovative Fountain and Lake Services proposes to furnish all labor, materials, tools, and travel costs to complete the scope of work as described below on a <u>twice a month</u> basis. The contract period for this service will be four years. Either party may terminate this agreement at any time by providing 30 days prior written notice to the other. The following is a general list of specific inclusions and exclusions.

INCLUSIONS:

- 1. Vacuum interior surfaces
- 2. Clean display heads
- 3. Clean cartridge filter
- 4. Clean tile line
- 5. Clean suction strainer baskets on all pumps
- 6. Adjust display valves as needed
- 7. Wash down pumping equipment
- 8. Test pump circuits
- 9. Tighten electrical connections in control panel
- 10. Reset timers as needed
- 11. Replace light bulbs as needed

12. Inspect and test auto-fill circuit 13. Calcium treatment
EXCLUSIONS:
 Add chemicals as needed. Labor or parts other than described in the inclusions.
All the above procedures meet and or exceed all fountain manufactures recommended maintenance programs insuring proper maintenance during manufacture warranty period.
Our price, based on the scope of work that is described above is: \$608.00 Monthly
TERMS OF THIS PROPOSAL:
Work will be billed monthly with the balance due net 30. This proposal is good for 30 days.
Sincerely,
Ronnie Benson

ACCEPTANCE: I_____ accept the terms of this maintenance proposal as described above. Accepted by:_____ _Date:_____



Proposal for Extra Work at Alta Lakes CDD

Property Name Alta Lakes CDD Contact Lesley Gallagher
Property Address 3108 Alta Lakes Blvd. To Alta Lakes CDD

Jacksonville, FL 32226 Billing Address c/o Rizzetta & Company 3434 Colwell Ave

Ste 200

Tampa, FL 33614

Project Name Alta Lakes: Mulch 2023 (Revised)

Project Description Mulch

Scope of Work

QTY	UoM/Size	Material/Description
96.00	CUBIC YARD	Pine bark mulch installed (I have sent a map of what we will be mulching)

For internal use only

 SO#
 8275641

 JOB#
 346100484

 Service Line
 160

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
- 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
- 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 requirements of the City State and Federal Governments, as well as all other requirements of law Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on
- Taxes. Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000@limit of liability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days
- Any illegal trespess, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- 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
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer 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 Customer makes the site available for performance of the work.
- Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing
- 12. Termination: This Work Order may be terminated by the either party with or without cause. upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing
- Assignment: The Customer 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 Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided or halsel any interest into a Agreement whole the window the window the 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
- 14. 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 it 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: corrective work proposed neterin cannot guarantee exact results. Processional 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 Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer.

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

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

- 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 Customer's expens
- 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

By executing this document, Customer agrees to the formation of a binding contract and to the lerms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer, 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 15 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

Property Manager Signature Title Lesley Gallagher November 16, 2023 Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature

Printed Name

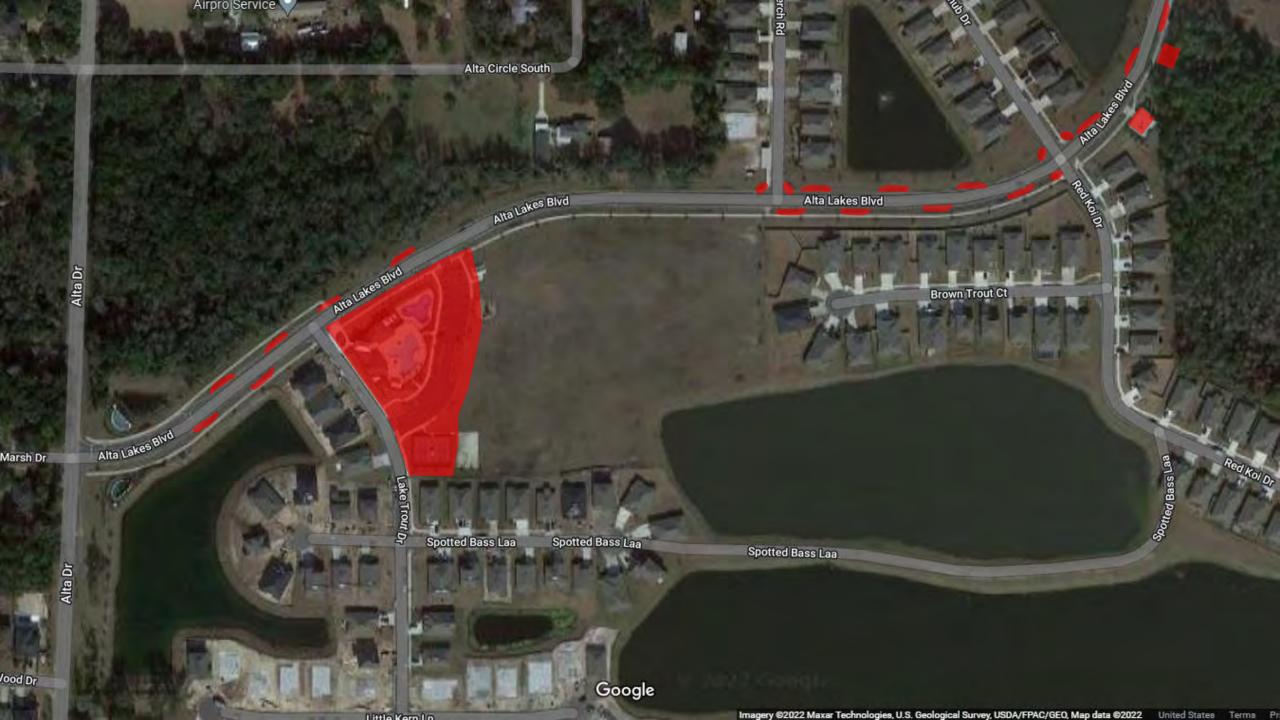
Christopher R. Ernst November 16, 2023

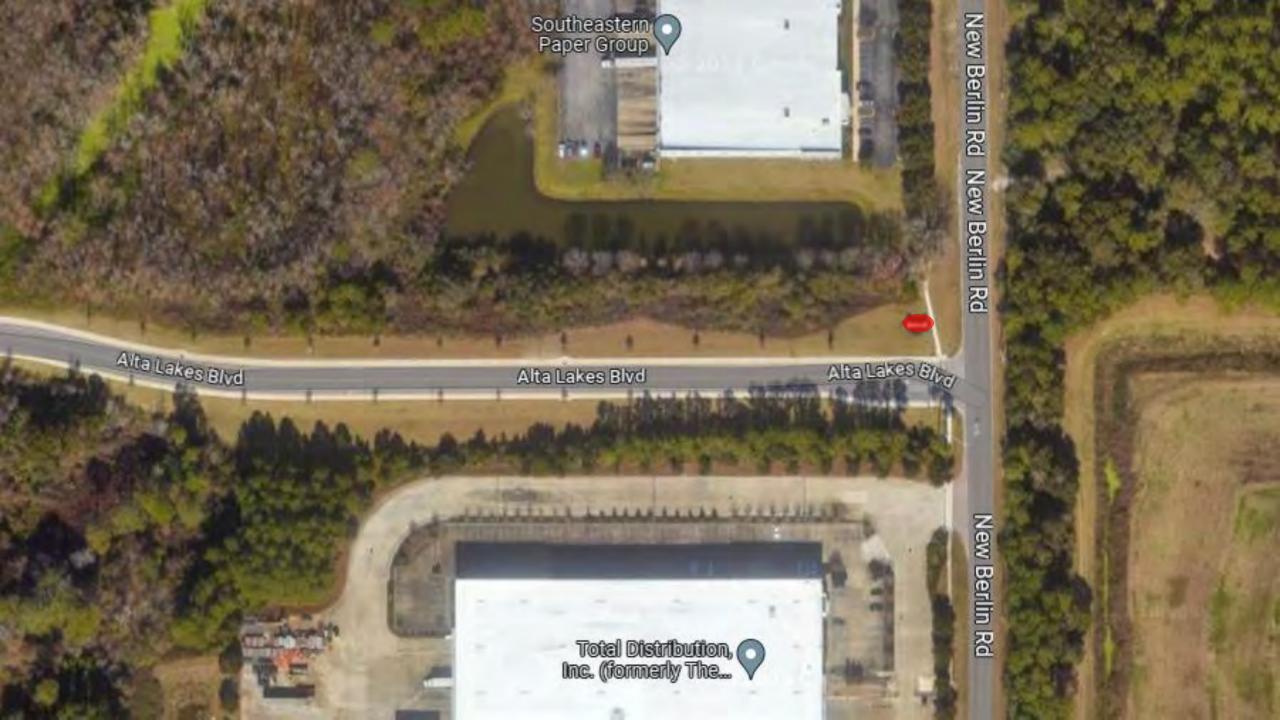
Date

Job #: 346100484

SO # 8275641 Proposed Price: \$5,568.00

Title







November 1, 2023

Att: Tony Shiver Alta Lakes CDD 3108 Alta Lakes Blvd Jacksonville, FL. 32226

Please call 800-331-1723 or send email to info@courtsurfacesfla.com should you have any questions.

Following are the specifications and price to refurbish volleyball court with removing top layer of existing sand and installing up to 5" new sand at Alta Lakes, Jacksonville, FL. Courts have good access for equipment and there is water on site.

Scope of Work Volleyball court to be refurbished 77' x 47' (3,619 sq ft)

- 1. Mobilization to site
- 2. **Net -** Remove existing net, replace when finished.
- 3. **Sand -** Up to 5" top sand with some vegetation will be removed. We will provide and spread up to 5" of new playing sand to refurbish 77' x 47' volleyball court.
- Clean-up Remove all excess materials and debris from the job after completion of the work.

Pricing Volleyball court to be refurbished 77' x 47' (3,619 sq ft)

The total price for the above outlined work is **\$28,762.00**, payable in two draws:

First Draw: Due upon acceptance \$ 14,381.00 Final Draw: Due upon completion of job \$ 14,381.00

This Price is good for thirty (30) days.

ACCEPTED BY:	Court Surfaces
For:	Bryan McMandon Managing Member

By signing this proposal, the customer acknowledges they have read and accept the proposed scope of work, price and terms and conditions outlined in this quote.



Terms and Conditions

Scope of Work. The work covered by this proposal will be only that specifically outlined herein, and to provide a price for the work in accordance with plans, specifications and or verbally agreed description that were furnished and provided to, Court Surfaces. Any change or variance between, owner, contractors, management, plans, specifications, proposal, or work not covered will be considered as an extra and may be subject to further negotiations, agreement and pricing between both parties prior to work being done. The attached scope of work is an integral part of this proposal/contract and must be completed, signed and returned with all legal owners, property management and job information (Notice of Commencement), before final acceptance can be considered or said work can be scheduled.

Damages/Delays. Court Surfaces agrees to perform, conduct, handle and maintain a professional manner, service, and workmanship. Court Surfaces will not be held responsible for the following (a) damage or replacement to undisclosed underground utilities, cables, lines pipes, irrigation and or landscaping. These areas should be properly surveyed and marked prior to our arrival (b) Damage to property of others, nor any and all of our work caused by other parties. (c) Delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, owners, management of property, or any other parties involved, inclement weather conditions, or other contingencies beyond our control. (d) Any unsuitable subsoil condition, or the removal of any unsuitable subsoil condition such as muck, marl, clay, water, etc. or the replacements of clean fill unless specifically stated.

Permitting. Permitting, Testing, Surveys, Engineer's Drawings are not included in this proposal. If permitting is required and Owner/Authorized Agent/Management directs contractor to perform work without permitting; any fines or fees as a result of unpermitted work will be documented in writing and will be the financial responsibility of said Owner/Authorized Agent/Manager.

Warranty. All work is guaranteed against defects in materials and workmanship for one year from date of completion, subject to proper maintenance by owner.

Exception to warranty. Any of the cracks in existing court's surface and / or any new cracks/blisters may reflect through the finished surface at any time. This does not constitute a defect in materials or workmanship. Court Surfaces is responsible for "top-down" workmanship only. We are not responsible for "bottom-up" issues due to existing base material including moisture, cracking, blisters, peeling, etc.

Payment. Payments are due upon receipt unless otherwise stated in writing. Payments over 30 days past due are subject to late fees outlined below:

30 days after Completion date OF 2.5% applied to bill balance

60 days after Completion date OF 5% applied to bill balance

90 Days after Completion date OF 7% applied to bill balance

120 days after Completion date OF 10% applied to bill balance

At 90 days liens will be placed on said property and WILL NOT BE RELEASED UNTILL COMPLETE FINAL PAYMENT IS MADE AND SAID PAYMENT FUNDS HAVE CLEARED.

Failure to pay on time will result in the forfeiture of Warranty.



Work Site. Work site must be closed for the duration of the job. We recommend signage if possible. Damage done to the jobsite while work is in progress is not the responsibility of Court Surfaces and will result in an additional charge if further repairs are necessary as a result. This includes damage from outside factors including but not limited to people, pets, wildlife, vandalism etc.

Irrigation. Direct irrigation will cause damage to surfacing. It is required that any irrigation that directly contacts the court(s) be disabled for the duration of the job.

Weather. Our work schedule is weather dependent, and we will likely not be on the jobsite from 9:00 to 5:00. While we will make every effort to finish your job in a reasonable amount of time, there may be days we are not able to work due to the weather or other scheduling conflicts. Please set these expectations with all stakeholders in advance.

Landscaping. All landscaping work is the responsibility of the customer. While we will do our best to minimize our impact on the surrounding area, landscaping, grass, plants, hedges, etc may be damaged during the job. Court surfaces is not responsible for damage done to existing landscaping or adding landscaping around new construction.

Cancellation. Should customer/contractor cancel or reschedule this project after contract signature and return, before work has started, or within 24 hours of projected start date, a \$3,500.00/new construction or \$1,000.00/surfacing charge will be paid to Court Surfaces as liquidated damages (not as penalty) representing reasonable administrative expenses and interruption to Court Surfaces work schedule.

Entrance/Exit. Please note that we will take caution to try to protect concrete, asphalt or material that is used for entrance or exit points however with weight of construction equipment it is not a guarantee that damage will not occur. Court Surfaces will not be responsible for these damages. Broken areas will be a separate charge to repair or replace at a minimum per square ft. We are not responsible to damage to construction entrance or exits.

Change Orders. All Change Orders will be discussed by all parties and signed upon before changes can be made.

Digging and Setting Sleeves. Quote assumes digging and setting of sleeves will be in normal tennis spec asphalt/limerock. There will be an additional charge if we have to dig through multiple layers of asphalt or rebar or any other material that requires more time.

Remobilization. Our remobilization fee is \$1,500.00.



Alta Lakes Community Amenity Center 3108 Alta Lakes Blvd Lock Box 7946 by pool & pickle ball gate Jacksonville FL 32226

Attention: Tony

Quote 162180A

Date: 11/3/2023

Page: 1 of 2

Job: Alta Lakes Community Amenity

Center

3108 Alta Lakes Blvd

Lock Box 7946 by pool & pickle ball

gate

Jacksonville FL 32226

Mobile: 904-506-8410

Email: tony@firstcoastcms.com

Quantity	Description	Size	Area	Rate	Amount
1 Supply and Install Tempered IGs				1,902.98	1,902.98
	1 x IG 3/4" OA: 3/16" Climaguard 55/27 Tempered / Aluminum Spacer 3/8" / 3/16" Clear Tempered	67-3/4" x 67-3/4"	32.11		
	Glazing Labor				

All custom items are made to order. Sales of these items are final and are not eligible for return, refund, or exchange.

This quotation is valid for 30 days from the date of issue.

Subtotal: Florida 7.5%:

1,902.98 120.22

A deposit is required before any work can commence. The balance is due upon pickup, delivery, or installation.

Required Deposit:50% (\$1,011.60)

Total: \$2,023.20



Terms and Conditions:

- 1. This quote is valid for 30 days from the date of the order. Our prices include measurements, fabrication, delivery, and installation of materials specified unless otherwise stated.
- 2. Price does not include evening or weekend working hours. Normal working hours are 8:00am 5:00pm Mon Fri.
- 3. The proposed price is subject to change if there are any changes to the size or configuration after the final field measurement, or options not listed in the actual proposal.
- 4. All the Material shall be furnished in accordance with the respective industry tolerances of color variation, thickness, size, texture and performance standards.
- 5. Lee & Cates Glass will not be responsible for any discrepancies in customer provided measurements. Estimates based on customer measurements are subject to a site visit prior to quote confirmation.
- 6. If existing obstructions must be removed **or customer's structure needs to be modified or corrected** for installation, Lee & Cates Glass reserves the right to require customer to modify the work area.
- 7. Lead times given are based on information received by suppliers and manufacturers and are subject to change at any time and without notice, therefore Lee & Cates Glass shall not be held responsible for delays caused by suppliers and manufacturers.
- 8. One trip for Field Measurements and one trip for installation per project is included in the quoted price. Field Measurements will be taken after we are notified that the areas of our scope are ready for measurement.
- 9. All glass and/or mirror products must be inspected at the time of **pick up/delivery or installation**. Lee & Cates Glass is not responsible for glass and/or mirror once it leaves the store premises or has been accepted after delivery/installation.
- 10. In the event of any action or proceedings brought for the recovery of amounts due for products or services obtained from Lee & Cates Glass to pay all costs of collection including but not limited to attorney's or collection agent's fees. Returned checks will also result in additional fees in accordance with current statutes.

ACCEPTANCE OF QUOTE 162180A:	I accept the enclosed mentioned description of work for the stated price.
Customer Acceptance:	Acceptance Date:

ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St. Augustine, Florida · (904) 436-6270</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> www.altalakescdd.org

Alta Lakes CDD Vacant Board Seat

The Alta Lakes CDD Board is seeking qualified electors to fill a vacant CDD Board Seat. The requirements to service in this position follow:

The Board

The District is a special purpose unit of local government that is established pursuant to and governed by Chapter 190, Florida Statutes. The District is governed by a five-member Board of Supervisors ("Board"). The District's Board typically meets six (6) times per year but may meet more often if necessary. Board meetings typically last up to three hours, depending on the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with a link to the agenda package that will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these agenda packages prior to each meeting and may consult with District Staff (legal, management and engineering) concerning business to be addressed.

Qualifications of Supervisors

To be considered a qualified elector, the Supervisor must be at least 18 years of age, a citizen if the United States, a legal resident of Florida and of the District, and must be registered to vote with the Duval County Supervisor of Elections.

Compensation

By statute, Board Members are entitled to be paid a maximum of \$200 per meeting for their service, up to an annual cap of \$4,800 per year.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. As such, each Supervisor, upon taking office, subscribes to an oath of office. Each Supervisor is subject to the same financial disclosure requirements and code of ethics as any other local elected official. Specific responsibilities differ but the basic requirements to act in the District's best interest when making policy decisions affecting the landowners within the District.

How to Apply

To apply to serve on the District's Board, please submit your statement of interest and/or resume to the attention of the District Manager, Lesley Gallagher, at 3434 Colwell Ave., Suite 200, Tampa, Florida 33614 or email to Lgallagher@rizzetta.com by noon on November 16, 2023 . Please note that any document submitted to the District is subject to Florida's public records laws. PLEASE CONFIRM RECEIPT OF YOUR STATEMENT OF INTEREST SUBMITTED.

The current Board will review the resumes at its November 29th, 2023 Board meeting at 10am and **requests that all applicants attend this meeting** at the Alta Lakes CDD Amenity Center located at 3108 Alta Lakes Blvd, Jacksonville, Florida 32226.

If you have any questions about the information contained in this notice, please contact the District Manager's Office at 904-436-6270.

From: Nichole Curry <<u>ns1970smith@gmail.com</u>> Sent: Tuesday, November 14, 2023 1:39 AM To: Lesley Gallagher <<u>LGallagher@rizzetta.com</u>>

Subject: [EXTERNAL]Board member

NOTICE: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Please use the Phish Alert! button to report suspicious messages.

I'm interested in being a board member thank you Sent from my iPhone

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

Andre Lamar Mills <u>Dre92126@yahoo.com</u> 619.241.3963

August 4, 2023

Recipient Alta Lakes CDD

RE: Enthusiastic and Hard-Working Community Development District Board Member

Dear Search Committee,

As an ambitious professional with critical thinking proficiency and extensive Chief Executive Officer experience, I was thrilled to learn about the Community Development District Board Member opening. I was compelled to contact you with my interest as it would a great opportunity to give back to my community and a privilege to be considered for such an opportunity with Alta Lakes. I believe that my professional background and industrialist drive make me an ideal candidate to fill this position.

I use to thrive in high-pressure and fast-paced situation as a member of the US Navy but now I am retired for the 2nd time, striving for positive results by applying my decision making and teamwork abilities. Further, I possess expertise in critical thinking and insight for maximizing performance and inspiring colleagues. I am able to visualize success and identify unconventional yet highly effective strategies for achieving it.

I have skillfully balanced organizational objectives and productive relationships, strategizing and recommending ways in which to achieve and maintain a competitive business edge. My communication and management talents have supported my professional growth. My previous experience working as Owner and Chief Executive Officer for You and I service, gave me governmental, community and private experience. I have an excellent track record of Building and following up. My expertise in organization and forward thinker makes me a great addition to your team.

Enclosed, please find my resume for your review. I will look forward to contacting you within the week so we can discuss the next step in your selection process. In closing, thank you for your time and consideration of my candidacy.

Thank You

Andre Mills

Andre Lamar Mills 11458 Sheepshead LN, Jacksonville, FL 32226 Cell 619-241-3963 E-mail - dre92126@yahoo .com

Professional with over 30 years of experience in cost estimating, cost control, and project management, including more than 25 years with Quality Control. Proven record of success analyzing all aspects of a project or area of responsibility, investigating and determining if monies are distributed appropriately, improving the estimating process for actual, reducing expenses, and improving the efficiency of operations.

You and I Services LLC Chief Executive Officer 2017 -2021

Responsible for 15 employees the daily operation of all programs Independent Living, Supportive Living, Services and Mobility training.

, Tailored Day

Company Technical Writer researched, wrote, edited and proofread technical data for use in documents or sections of documents such as manuals, procedures and specifications. Ensure technical documentation were accurate, completed, meet editorial, company, city and state specifications and adheres to standards for quality, graphics, coverage, format and style.

Specific curricular areas include but are not limited to:

- Vocational development-job readiness
- Job readiness / Employment / Microenterprise- starting businesses
- Independent living skills
- Mobility training- learn public transportation routes
- Self-care / Parenting Skills
- Self-advocacy / Self-Motivation
- Sexuality education
- Access to community resources
- Recreation skill development
- Socialization/Relationship building-focusing on developing an array of relationships and friendships

A Better Life Together Chief Operating Officer 2009- 2017

Responsible for 115 employees the daily operation of all programs
Independent Living, Supportive Living,
Services and Mobility training.

, Tailored Day

Company Technical Writer researched, wrote, edited and proofread technical data for use in documents or sections of documents such as manuals, procedures and specifications. Ensure

technical documentation were accurate, completed, meet editorial, company, city and state specifications and adheres to standards for quality, graphics, coverage, format and style. Prepared draft material for internal review by company Chief Executive Officers and subject matter experts and final review by company Chief Executive Officers and subject matter experts, city of San Diego and state of California.

Specific curricular areas include but are not limited to:

- Vocational development-job readiness
- Job readiness / Employment / Microenterprise- starting businesses
- Independent living skills
- Mobility training- learn public transportation routes
- Self-care / Parenting Skills
- Self-advocacy / Self-Motivation
- Sexuality education
- Access to community resources
- Recreation skill development
- Socialization/Relationship building-focusing on developing an array of relationships and friendships

A Better Life Together Safety Officer

US NAVY 1985 - 2005

Problem Solving, Adaptability, Collaboration, Strong Work Ethic, Time Management, Critical Thinking, Self-Confidence, Handling Pressure, Leadership and Creativity

Work center Supervisor oversaw the daily operation within Air Department / Bow Catapult Branch, Supervision of 2 crews consisting of 150 personnel, implement trainings / qualifications for personnel; maintain business coalitions between the Air Department / Catapult Branch and other military contractors. Managed and review maintenance schedules and assigns accordingly, Supervises the use of blueprints, maintenance publications, maintains custody records prepares data for equipment logbooks, disassemble, and replace defective parts.

* Navy Damage Control Shipboard Training Teams for USS John F Kennedy, USS Eisenhower and USS Ronald Regan.

TRAINING TEAM FUNCTIONS Training team provided five general functions. Plan, brief, conduct, pre-briefing and debriefing training using applicable instructions and publications. They are as follows:

- 1. TRAINING. Training included both individual and team training and encompasses Shipboard Training Teams and debriefing actions as well as providing feedback during actual training scenario.
- 2. EXERCISED CONTROL. Exercised control includes initiation of the exercise and provides responses to watch stander/team actions.
- 3. EXERCISE ROLE-PLAY. the training teams performed various positions in a damage control training / firefighting /chemical attacks / medical emergencies scenario.

- 4. DRILLS. As part of the training team we developed drill packages and then conducts the drill. The team evaluated the drill results and afterward critiques the results with drill participants.
- 5. MONITOR SAFETY. Safety was ALWAYS a paramount concern. Training would have been immediately stopped if any unsafe condition develops during an exercise or drills

Transient Personnel Unit/Pre-Trial Confinement Facility NAS Jacksonville

Barracks Manager worked expeditiously and efficiently to process Navy personnel who are in route to their next naval assignment or awaiting medical treatment, disciplinary action, or discharge/retirement to the civilian community. Ensured proper customer service and compliance with appropriate mandates of the disciplinary barracks program, received and processed complaints and related investigations concerning barracks residents, processed requests for permanent and temporary quarters, scheduled and coordinated the maintenance and repair of barrack units and conducting follow-up inspections to verify that all discrepancies were corrected.

National University 2006-2008

Preformed semi-skilled task independently or part of a regular maintenance crew. Responsible for maintenance and repair of building and related facilities and equipment using tools of the trade. Tasked included repairing appliances, pluming, small electrical projects, pumps and interior/exterior lighting. Servicing all properties and campus locations from San Diego to Los Angeles

United States Postal Service 2009

Separated all classes of mail, Culls, faces, and cancels mail. Loading, unloading, and moving bulk mail. Emptied mail from mail containers (bags, hampers, etc.) and loaded mail into mail containers. Performed other duties incidental to the moving and processing of mail and related mail handling equipment. In addition, performed other miscellaneous duties, as assigned. Exercised normal protective care for equipment and materials used. Exercised and trained coworkers in regards for safety of self and others. Operates equipment assigned to the jurisdiction of the Mail Handler Craft. Promoted to supervisor 45 days into my 90-day probation period.

Volunteer

Provide excellent service to eligible veterans, family members and military students applying for and receiving Department of Veteran Affairs (VR&E) benefits. Help veterans apply for eligible veterans apply for Department of Veteran Affairs disability benefits with a 96 % success rate. Vice President

Education and Training

National University, San Diego, BA English degree minor Sociology July 2010 Naval Leadership School, Jacksonville, Florida Certificate GPA: 3.5. Leadership- principles of supervision, leadership development Microsoft Office products (Word, Excel, PowerPoint, & Outlook) Personal Community Health- fitness and conditioning Advance Life support - first aid, CPR, CPI and safety.

Honors and Awards

United States Department of the Navy, 1985 to 2005. Secretary of the Navy Citation, Armed Force Expeditionary Medal, Navy and Marine Corps Medal, (3) Navy and Marine Corps Achievement Medals, Meritorious Medal, (5) Good Conduct Awards, (2) National Defense Service Medals, Southwest Asia Service Medal with Bronze Star, NATO Medal and (3) Sea services ribbons, Postal Service Outstanding supervisor of the quarter, and National University Star of the month.

ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS OATH OF OFFICE

I,	, A CITIZEN OF THE ST	TATE OF FLORIDA AND OF THE
UNITED STATES OF AMER	CICA, AND BEING EMPLOYE	D BY OR AN OFFICER OF ALTA
LAKES COMMUNITY DE	VELOPMENT DISTRICT A	ND A RECIPIENT OF PUBLIC
		REBY SOLEMNLY SWEAR OR
		OF THE UNITED STATES AND
OF THE STATE OF FLORIE		
Board Supervisor		
-		
ACKNO	OWLEDGMENT OF OATH BE	EING TAKEN
CTATE OF ELODIDA		
STATE OF FLORIDA		
COUNTY OF DUVAL		
The foregoing outh w	as administered before me by r	neans of □ physical presence or □
online notarization this	•	1 7 1
onnie notarization uns		peared before me, and is personally
Irnaven to make has produced	, who personally app	peared before the, and is personally
described in and who took the	a of a manufacture of a cathe as a Manufacture	as identification, and is the person of the Board of Supervisors of
took said oath for the purpose		edged to and before me that he/she
took said oath for the purpose	s merem expressed.	
(NOTARY SEAL)		
,		
	Notary Public, State of l	Florida
	Print Name:	
	Commission No.:	Expires:
	Commission no	£xpiies

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE ASSISTANT SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Alta Lakes Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Duval County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Cassidy Hardison as Assistant Secretary pursuant to Resolution 2023-07, Carol Brown as Assistant Secretary pursuant to Resolution 2023-07; and vacant pursuant to Resolution 2023-07.

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

Section 1.		is appointed Assistant Secretary.		
		is appointed Assistant Secretary.		
		is appointed Assistant Secretary.		
Section 2.	This Resolution shall	become effective immediately upon its adoption.		
PASSED A	ND ADOPTED THIS 2	29th DAY OF NOVEMBER 2023.		
ATTEST:		ALTA LAKES COMMUNITY DEVELOPMENT DISTRICT		
ASSISTANT SEC	RETARY	CHAIRMAN/VICE CHAIRMAN		

Tab 12



Dunn & Associates, Inc.

CIVIL ENGINEERS / LAND PLANNERS 8647 Baypine Road, Suite 200 Jacksonville, Florida 32256 Phone: (904) 363-8916 Fax: (904) 363-8917

November 20, 2023

Lesley Gallagher, District Manager Alta Lakes Community Development District c/o Rizzetta & Company, Inc. 2806 N. 5th St., Unit 403 St. Augustine, FL 32084

Re: Engineering Proposal for

Alta Lakes CDD Annual Report

Job Number 1507-425-20

Dear Ms. Gallagher:

Dunn & Associates, Inc. is pleased to offer this proposal for engineering services related to preparation of the Annual Report for the Alta Lakes Community Development District. Being familiar with the project, we offer the following scope of work and related fees.

- 1. We will visit the project to inspect the District improvements and the stormwater system. We will prepare a report noting items that may need repair or maintenance.
- 2. We will respond to any questions regarding the report.

Hourly, Upset Limit:

\$3,500.00 *

Hourly Rates

Principal	\$200.00
Senior Engineer (P.E.)	\$170.00
Engineer (P.E.)	\$130.00
Engineer (E.I.) and Senior Designer	\$110.00
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Senior Construction Inspector	\$110.00
Construction Inspector	\$90.00
Administrative Support	\$55.00

NOTE: * Our fee for the above tasks will be billed at our standard hourly rates. In the event that unknown/unforeseen issues come up or are requested during our work, these amounts may be exceeded, however we will not exceed these amounts without your prior written approval.

Payment is due within 30 days of invoice. Late payments will be subject to a monthly 1.5% surcharge. Payment is for completed work and is not contingent on approvals. We can begin on this project immediately and have the necessary manpower to complete work very quickly. If this proposal meets your approval, please return a signed copy for our files. Should you have any questions please call us.

Sincerely,

DUNN & ASSOCIATES, INC.

Vincent J. Dunn

Vincent J. Dunn, P.E.

President

Accepted By

Company

Date

VJD/rto

TAB 13



Quality Site Assessment

Prepared for: Alta Lakes CDD

General Information

DATE: Thursday, Nov 16, 2023

NEXT QSA DATE: Tuesday, Nov 05, 2024

CLIENT ATTENDEES:

BRIGHTVIEW ATTENDEES: Christopher Ernst

Customer Focus Areas

Seven Standards of Excellence Site Cleanliness Weed Free Green Turf Crisp Edges Spectacular Flowers Uniformly Mulched Beds Neatly Pruned Trees & Shrubs

QUALITY SITE ASSESSMENT

Alta Lakes CDD



Notes to Owner / Client









- 1 The crew has cut back all of the native grasses. By doing this it helps remove the dead material from the plant and promotes new growth. These will flush back out in spring time.
- The grass is becoming dormant and starting to turn brown. We are only having to mow every other week at the moment. As soon as the freezes happen we will be mowing as needed.
- Ant piles are starting to pop up. We will be treating these as we see them.
- The Walter's Viburnum gets a fungus this time every year. We have treated this with a fungicide. We also applied a granular fertilizer.

QUALITY SITE ASSESSMENT

Alta Lakes CDD



Notes to Owner / Client









- 5 The Alta Drive road project seems to be about complete. I am working on a proposal to repair the damage at the front entrance.
- The approved work regarding the beds along Alta Lakes Blvd. has been completed.
- 7 There are some weeds in the beds that the crew needs to remove
- We will be cutting these crape myrtle trees back in February. This will help with promoting new growth

QUALITY SITE ASSESSMENT

Alta Lakes CDD



Notes to Owner / Client



- 9 We will be cutting back the flax lily after the freezes. This will help with promoting new growth.
- The crew needs to get the grass runners out of the playground mulch area.



Job #: 0484 Clock #: 1 of 2 Date: 9-27-23 **BrightView Irrigation Report** Property Name: ALA LA-KeS **Landscape Services Run Time** Tech Name: Song Non Start Prog Run Days / Zones Time Spray | Rotor | Drip: 30 20 20 30 45 SIMITIWITAIFIS 12AM A S|M|T|W|TH|F|S C S|M|T|W|TH|F|S D S|M|T|W|TH|F|S S|M|T|W|TH|F|S E F S|M|T|W|TH|F|S **Broken Head Broken Riser** Missing Head Change Nozzle Lower/ Raise Head Vehicle Damage Straighten Head **Adjust Spray** Relocate/ Add Head(s) **Leaking Pipe** Turf/ Plant Condition Valve Inoperable Good Zone Maint. Damage (NO CHARGE) Condition of Clock: Comments: Pump Start: _____ Pressurized System: _____

Recycled Water: ______

Job #: 0484 Clock #: 2 of 2 Date: 9-27-23 **BrightView Irrigation Report** Property Name: Alta Lakes **Landscape Services** Tech Name: Sonotron Run Time Start Prog Run Days / Zones Time Spray | Rotor | Drip: SIMITIWITHIFIS 1284 30 A S|M|T|W|TH|F|S В C S|M|T|W|TH|F|S D S|M|T|W|TH|F|S E S|M|T|W|TH|F|S S|M|T|W|TH|F|S F **Broken Head Broken Riser** Missing Head **Change Nozzle** Lower/ Raise Head Vehicle Damage Straighten Head **Adjust Spray**

Relocate/ Add Head(s)

Turf/ Plant Condition

Valve Inoperable

Leaking Pipe



Proposal for Extra Work at Alta Lakes CDD

Property Name Alta Lakes CDD Contact Lesley Gallagher
Property Address 3108 Alta Lakes Blvd. To Alta Lakes CDD

Jacksonville, FL 32226 Billing Address c/o Rizzetta & Company 3434 Colwell Ave

Ste 200

Tampa, FL 33614

Project Name Alta Lakes - Proposal to repair irrigation at front entrance/exit monument sign

Project Description Alta Lakes - Proposal to repair irrigation at front entrance/exit monument sign

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
 40.00	HOUR	Tech labor to complete repair (2-techs, 20 hrs ea)	\$85.00	\$3,400.00
20.00	EACH	6" Spray head	\$41.66	\$833.20
20.00	EACH	Rotary nozzle	\$20.00	\$400.00
1.00	LUMP SUM	Misc drip fittings	\$20.00	\$20.00
1.00	EACH	1-1/4" Lateral line repair	\$225.00	\$225.00

For internal use only

 SO#
 8282804

 JOB#
 346100484

 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.
- 3. 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 requirements of the City. State and Federal Governments, as we'll as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law. Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the commencement.
- Taxes. Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Clustomer or not under Customer management and control shall be the sole responsibility of the Customer
- 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.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions it at at eld thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment. The Customer 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 Customer not 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.
- 14. 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 it 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 hild dein 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 Customer if the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

- 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 nazards such as, but not limited to concrete brick fillied trunks, retail 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 imigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 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

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer, 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 15 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

Cimiorner

Signature	Title	Property Manager
Lesley Gallagher Printed Name	Date	November 16, 2023

BrightView Landscape Services, Inc. "Contractor"

		Irrigation Manager
Signature	Title	
Alan John Wojciechowski		November 16, 2023
Printed Name	Date	
	Alan John Wojciechowski	Alan John Wojciechowski

	W. W. C. T. C. T.
Job #:	346100484

SO #: 8282804 Proposed Price: \$4,878.20



Proposal for Extra Work at Alta Lakes CDD

Property Name Alta Lakes CDD Contact Lesley Gallagher
Property Address 3108 Alta Lakes Blvd. To Alta Lakes CDD

Jacksonville, FL 32226 Billing Address c/o Rizzetta & Company 3434 Colwell Ave

Ste 200

Tampa, FL 33614

Project Name Entrance restoration

Project Description Replace the damaged plants at the entrance

Scope of Work

QTY	UoM/Size	Material/Description
 1.00	EACH	Prep area by removing damaged plant material. Shovel grade area. Haul away debris
3.00	EACH	European Fan palm 30 gal. installed
5.00	EACH	Podocarpus 15 gal. installed
13.00	EACH	Loropetalum 7 gal. installed
55.00	EACH	Drift roses 3 gal. installed
93.00	EACH	Parsonii juniper 3 gal. installed
25.00	EACH	Muhly grass 3 gal. installed
38.00	EACH	African Iris 3 gal. installed
134.00	EACH	Society Garlic 1 gal. installed
308.00	EACH	Flax lily 1 gal. installed
327.00	EACH	Liriope 1 gal. installed
1,600.00	SQUARE FEET	Bahai installed
4.00	YARD	Soil mix installed
300.00	EACH	Seasonal flowers installed

For internal use only

 SO#
 8273402

 JOB#
 346100484

 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.
- 3. 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 requirements of the City. State and Federal Governments, as we'll as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes. Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, 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 not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- 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.
- Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions it at at ell thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all coverants of this Agreement. Neither the Customer not 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.
- 14. 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 it 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 hild dein 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 Customer if the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

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

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

- 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 nazards such as, but not limited to concrete brick fillied trunks, retail 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 Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark 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 imigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 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

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor 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 Customer, 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 15 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.

Cimiomer

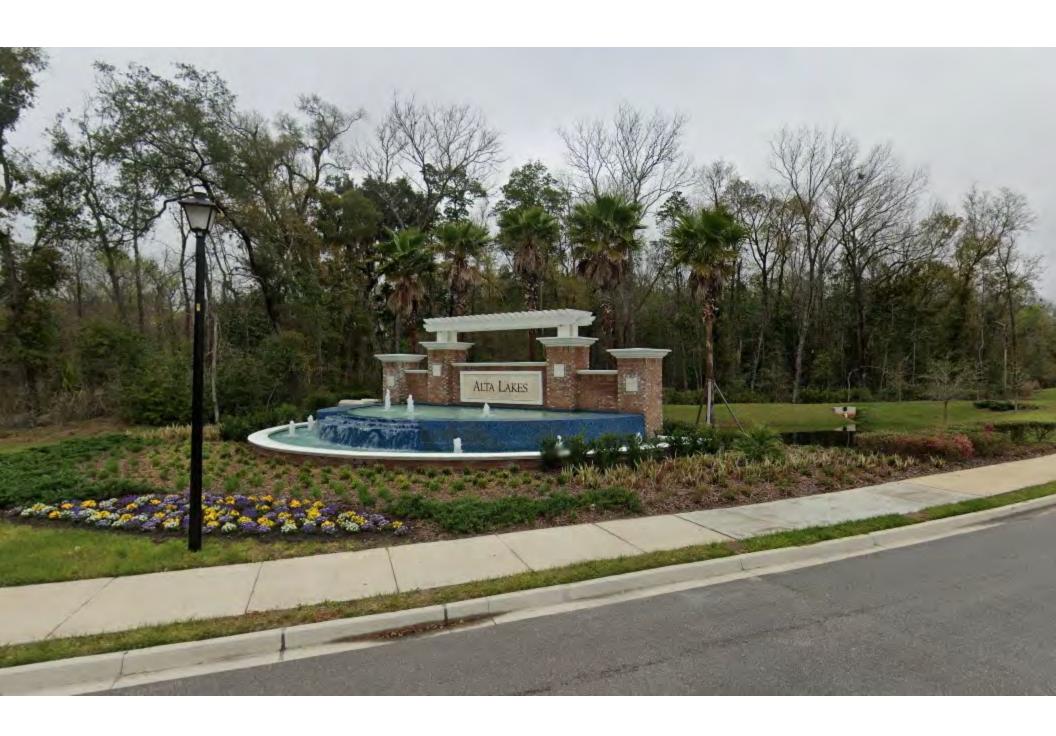
SO #:

8273402

Signature	District Manager Title
Lesley Gallagher	November 16, 2023
THE STATE OF THE S	
BrightView Landscape Serv	ices, Inc. "Contractor"
	Account Manager
Signature	Title
Christopher R. Ernst	November 16, 2023
Printed Name	Date
Job #: 346100484	

Proposed Price:

\$32,488,31





Tab 14

Service Report



Work Order

Work Order 00386127

Number

Created Date 10/6/2023

Account

Alta Lakes CDD

Contact

Carol Brown

Address

Yellow Perch Road Jacksonville, FL 32226

Work Details

Specialist
Comments to
Customer

Treated pond 19 for grasses. Ponds are looking good at this time. Cooler weather and rain are helping management of the ponds. Removed trash from ponds 15, 3, 18. Inspected ponds 6,

7, 4, and 1.

Prepared By

Patrick Williams

Work Order Assets

Asset	Status	Product Work Type
Alta Lakes Cdd-Lake-ALL	Treated	

Service P	arameters	
Asset	Product Work Type	Specialist Comments to

Asset	Product Work Type	Specialist Comments to Customer
Alta Lakes Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Alta Lakes Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Alta Lakes Cdd-Lake-ALL	LAKE WEED CONTROL	
Alta Lakes Cdd-Lake-ALL	ALGAE CONTROL	
Alta Lakes Cdd-Lake-ALL	MONITORING	
Alta Lakes Cdd-Lake-ALL		Treated pond 19 for grasses. Ponds are looking good at this time. Cooler weather and rain are helping management of the ponds. Removed trash from ponds 15, 3, 18. Inspected ponds 6, 7, 4, and 1.

Service Report



Work Order

Work Order 00395378

Number

Created Date 10/20/2023 Account

Alta Lakes CDD

Contact

Lesley Gallagher

Address

Yellow Perch Road

Jacksonville, FL 32226

Work Details

Specialist Comments to Customer

Treated ponds 8, 9, 11, 12, 13, 14 for grasses and algae. Water levels are back to normal. Getting ponds to good condition for winter.

Prepared By

Patrick Williams

Work Order Assets

Asset	Status	Product Work Type
Alta Lakes Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Alta Lakes Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Alta Lakes Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Alta Lakes Cdd-Lake-ALL	LAKE WEED CONTROL	
Alta Lakes Cdd-Lake-ALL	ALGAE CONTROL	
Alta Lakes Cdd-Lake-ALL	MONITORING	
Alta Lakes Cdd-Lake-ALL		Treated ponds 8, 9, 11, 12, 13, 14 for grasses and algae. Water levels are back to normal. Getting ponds to good condition for winter.

Service Report



Work Order

Work Order Number 00402605

Created Date 11/3/2023

Account

Alta Lakes CDD

Contact

Lesley Gallagher

Address

Yellow Perch Road

Jacksonville, FL 32226

Work Details

Specialist
Comments to
Customer

Inspected ponds 19 and 15. Ponds are looking good. Treated pond 2 for hydrilla. Try and get ahead of hydrilla during winter when growth slows down. Treated pond 18 for algae, grasses and submerged weeds. Especially the shallow cove. Treated pond 9 for algae and submerged weeds. Treated pond 10 for grasses. Please allow 10-14 days for treatments to take effect.

Prepared By

Patrick Williams

Work Order Assets

Asset	Status	Product Work Type
Alta Lakes Cdd-Lake-ALL	Treated	

Service Parameters

Asset	Product Work Type	Specialist Comments to Customer
Alta Lakes Cdd-Lake-ALL	TRASH / DEBRIS COLLECTION (IN HOUSE)	
Alta Lakes Cdd-Lake-ALL	SHORELINE WEED CONTROL	
Alta Lakes Cdd-Lake-ALL	LAKE WEED CONTROL	
Alta Lakes Cdd-Lake-ALL	ALGAE CONTROL	
Alta Lakes Cdd-Lake-ALL	MONITORING	
Alta Lakes Cdd-Lake-ALL		Inspected ponds 19 and 15. Ponds are looking good. Treated pond 2 for hydrilla. Try and get ahead of hydrilla during winter when growth slows down. Treated pond 18 for algae, grasses and submerged weeds. Especially the shallow cove. Treated pond 9 for algae and submerged weeds. Treated pond 10 for grasses. Please allow 10-14 days for treatments to take effect.

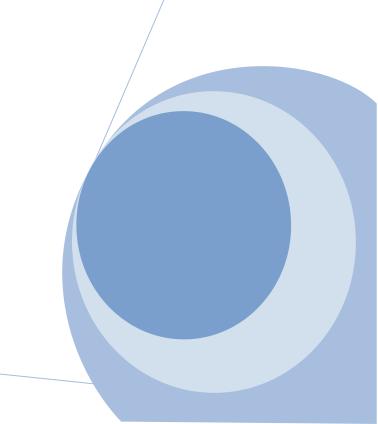
TAB 15



Alta Lakes CDD

Field Report Nov 2023

First Coast CMS LLC



Maintenance and Facility

We received and installed the Pickleball windscreeens

The temperature on the drinking fountain was lowered

Stanley Steamer cleaned the carpets in the both the gym and community room

The motion activation sensor on the community room door needed to be replaced. It was defective and allowing access to the room without access cards being presented

The playground fence was damaged by an ATV. The person who did it came forward and we are waiting on an estimate for the repair. The resident will be responsible for the damages and access has been suspended until the fence has been repaired and the District reimbursed.

The filter motor to the northside fountain has failed and needs to be replaced. We are waiting on Innovative fountains to complete repair. The water feature is still running

We have received a proposal by Lee and Cates Glass to replace the clouded window in the gym, facing the pool deck

