

***DG FARMS  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Date/Time:  
Monday, January 23, 2023  
6:00 P.M.***

***Location:  
Holiday Inn Express & Suites,  
226 Teco Road,  
Ruskin, Florida 33701***

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

# DG Farms Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

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Board of Supervisors  
**DG Farms Community Development District**

Dear Supervisors:

A Meeting of the Board of Supervisors of the DG Farms Community Development District is scheduled for **Monday, January 23, 2023 at 6:00 P.M.** at the **Holiday Inn Express & Suites, 226 Teco Road, Ruskin, Florida 33701.**

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

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

Sincerely,

*Patricia Thibault*

Patricia Thibault

District Manager

813-564-7847

CC: Attorney  
Engineer  
District Records

**District: DG FARMS COMMUNITY DEVELOPMENT DISTRICT**

**Date of Meeting:** Monday, January 23, 2023

**Time:** 6:00 p.m.

**Location:** Holiday Inn Express & Suites,  
226 Teco Road,  
Ruskin, Florida 33701

**Dial In:** 312-626-6799  
**Meeting ID:** 765 408 9133  
**Passcode:** 12345

## *Agenda*

*For the full agenda packet, please contact [patricia@breezehome.com](mailto:patricia@breezehome.com)*

### **I. Roll Call**

### **II. Audience Comments** – (3-minute limit per individual on agenda items)

### **III. Business Items**

- A. Consideration & Adoption of **Resolution 2023-06**, Spending Authority **Exhibit 1**
- B. Breeze Field Report
  - Field Manager’s Report **Exhibit 2**
  - Brightview Site Assessment **Exhibit 3**
- C. Stantec Reports- Greg Woodcock
  - ADA Curb Assessment **Exhibit 4**
  - Review Ownership of Area South of Linden Leaf Ct **Exhibit 5**
  - Review of Standing Water on Sidewalk **Exhibit 6**
  - Swimming Pool Site Report- G.B. Collins Engineering P.A. **Exhibit 7**
  - Proposals for Pool Repair Option 1 or 2- G.B. Collins Engineering P.A.- \$14,000 **Exhibit 8**
  - Proposal for Engineering Services for New Pool Option 3- G.B. Collins Engineering P.A.- \$33,000 **Exhibit 9**
- D. Consideration of Proposals
  - Removal of Pet Waste from 11 Stations Including Replacement Bags- Poop 911- \$5,007.60 Annually **Exhibit 10**
  - Installation of 2 Pet Waste Stations- Poop 911- \$790.00 **Exhibit 11**
  - Construction Damage Sod Replacement- Brightview- \$3,999.00 **Exhibit 12**
  - Pest Control for Amenity Center and Grounds- NaturZone- \$75.00 Monthly **Exhibit 13**
  - Pest Control for Amenity Center and Grounds- NaturZone- \$295.00 Monthly **Exhibit 14**
  - Pest Control for Amenity Center and Grounds- NaturZone- \$2,600.00 Annually **Exhibit 15**

- Concrete Cleaning- Premier Pro Wash & Seal- \$1,995.00 **Exhibit 16**
- Concrete Cleaning & Treatment- Integrity Pressuring Cleaning, Inc- \$4,075.00 **Exhibit 17**
- Bathroom Restoration- Stratus Construction & Roofing, LLC- \$17,968 **Exhibit 18**

**IV. Consent Agenda**

- A. **Acceptance of the December Unaudited Financial Statement** **Exhibit 19**
- B. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 26, 2022 **Exhibit 20**

**V. Staff Reports**

- A. District Manager
  - Towing Agreement Sample **Exhibit 21**
- B. District Attorney
- C. District Engineer

**VI. Audience Comments – New Business – (limited to 3 minutes per individual)**

**VII. Supervisor Requests**

**VIII. Closed Session- 7:30 PM (Estimated)**

- A. Open Closed Session
  - Board Discussion of Security
- B. Close Closed Session

**IX. Adjournment**

# **EXHIBIT 1**

## RESOLUTION 2023-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE DG FARMS COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE-CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions which may be necessary for the conduct of District business;

**WHEREAS**, the Board of Supervisors of the District (the “**Board**”) typically meets monthly to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses;

**WHEREAS**, the Board contracted with the District Manager to timely pay the District’s vendors and perform other management functions;

**WHEREAS**, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment;

**WHEREAS**, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings;

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities, to authorize limited spending authority to the Chair (or Vice-Chair if the Chair is unavailable) of the Board and the District Manager, between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:**

- 1. Authorization to Pay Invoices for Work Previously Approved.** The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.

2. **Limited Spending Authorization.** The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District (2) for the maintenance, repair, or replacement of a District asset, or (3) to remedy an unforeseen disruption in services relating to the District’s facilities or assets, and such disruption would result in significantly higher expenses unless the contract is entered into immediately.
  - a. The Chair (or Vice-Chair if the Chair is unavailable) may individually authorize such expenses up to \$2,500 per proposal/event.
  - b. The District Manager and Chair (or Vice-Chair if the Chair is unavailable) may jointly authorize such expenses up to \$10,000 per proposal/event.
3. **Ratification of Spending Authorization at Future Meeting.** Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
4. **Repeal of Prior Spending Authorizations.** All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
5. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

**Passed and adopted on January 23, 2023.**

**Attest:**

**DG Farms  
Community Development District**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair of the Board of Supervisors

# **EXHIBIT 2**



Date	Project/Maintenance Item	Projected Date Of Completion	District Manager/ Vendor/ Board Member	Status	Date Completed	Field Service comments
<b>Sereno (DG Farms) CDD Project List as of 12.28.2022</b>						
12.26.2022	Magnets at the pool gate		Breeze Field	<b>Done repaired</b>		Done and repaired
12.26.2022	Towing indemnification agreement		District Manager			A sample towing indemnification agreement is included in the agenda package for Board discussion
12.26.2022	Wall at Emerald Blossom		Breeze Field			The field team has made an inquiry of the developer and will followup in advance of the meeting. The developer is in the process of matching colors and then will add a plant buffer along the wall.
12.26.2022	Landscape Damage from Construction		Breeze Field & District Manager			The proposal for landscape repair is included in the agenda for \$3,999.
12.26.2022	Pressure Cleaning		Breeze Field	received 2nd proposal on the 5th		Two Additional Proposals are to be obtained for pressure cleaning starting at the Bridge to Ivory Stone (Included in agenda)
11.28.2022	Pool Repair Issues Assessment		District Engineer/G.B. Collins Engineering	Contract signed \$1,800		Vendor has presented the report and it is included in the agenda
11.28.2022	Security System/Cameras		BREEZE Field & DC Integration Systems	Tabled until January Board Meeting		Todd from DC Integrations will be present for the January closed session (Included in agenda)
11.28.2022	Amenity Center Pest Control, both ants and spiders should be addressed, spider issues on all the playground equipment		Breeze Field for Additional Proposals			
11.28.2022	Crosswalk to Mailboxes x 2 on Emerald Blossom		District Engineer			District Engineer has presented a report for the agenda and for Board discussion
11.28.2022	Sidewalk between BWR and TP on Emerald Blossom, flooding issues causing water and slime buildup- treacherous		District Engineer			District Engineer has presented a report for the agenda and for Board discussion
11.28.2022	Additional Pet Disposal Stations needed, both prex streets, and especially at the new areas		Breeze Field Team			Proposal from POOP 911 for additional pet waste stations is included in the agenda
11.28.2022	Street Lights Installed on Mosaic Oar and Windmill Forge Pass	3.31.2023	Streetleaf & BREEZE field	Waiting on black light poles		Timeline is estimated to be early February Will continue to Track with Streetleaf
11.28.2022	Bulletin Board at Mailboxes	2.1.2023	Breeze HOA& BREEZE Field	Done	Jan 5th	installed
11.28.2022	Speed Cushions Installed		BREEZE Field & DMI Paving & Sealcoating		done	Completed -
	Roof Damage at Amenity Center		BREEZE Field			Proposal included in agenda
10.24.2022	Gate Fobs/Pool Fobs Distributed		Breeze HOA	Many new residents have not received gate or pool fobs/other residents just need new or additional ones. This is a persistent problem and needs to be addressed asap.		An email blast went out to residents and will continue to be distributed on a quarterly routine. Next email blast will be March 2023
12.08.2022	Amenity Center Bathroom Damage	12.19.2022	Breeze HOA	Clean up and sink caulking repaired	12.19.2022	Jennifer cleaned up the bathroom and recaulked the sink. The Sheriff will be called for the trespassing and a complaint will be filed

# **EXHIBIT 3**



# Quality Site Assessment

Prepared for: **DG Farms CDD**

## General Information

- DATE:** Monday, Dec 12, 2022
- NEXT QSA DATE:** Monday, Jan 16, 2023
- CLIENT ATTENDEES:**
- BRIGHTVIEW ATTENDEES:** Maria Adams, Daniel Sanchez

## Customer Focus Areas

### Quality you can count on.

<b>7</b> Seven Standards of Excellence	<b>1</b>  Site Cleanliness	<b>2</b>  Weed Free	<b>3</b>  Green Turf
	<b>4</b>  Crisp Edges	<b>5</b>  Spectacular Flowers	<b>6</b>  Uniformly Mulched Beds

# QUALITY SITE ASSESSMENT

## DG Farms CDD

### Notes to Owner / Client



**1** Cut back of the ornamental grass completed

**2** Cut back of the ornamental grasses completed throughout common bed areas

**3** Cut back of the ornamental grass along the center median completed

**4** Turf damage from construction on both sides of the sidewalks along Emerald Blossom

# QUALITY SITE ASSESSMENT

## DG Farms CDD

### Notes to Owner / Client



**5** Turf damage from construction on the center median along Emerald Blossom

**6** Turf damage from construction on the center median along Emerald Blossom

**7** Mowing, hard edging and blow off of the tennis court completed

**8** Mowing, hard edging and blow off completed during our mowing service

# QUALITY SITE ASSESSMENT

## DG Farms CDD

### Notes to Owner / Client



**9** Edging along the tennis court to create a border around the court completed

**10** Line trimming around the playground completed. Also removed trash during our mowing service

**11** line trimming around the irrigation valve box completed

**12** Ant bait applied to all active ant mounds around the pool area and play ground

# QUALITY SITE ASSESSMENT

## DG Farms CDD

### Notes to Owner / Client



13



14



15



16

**13** Mowing and line trimming around the pond to waters edge completed

**14** Mowing and line trimming around the dog park area completed

**15** Soft bed edging by the fence around the pool area completed

**16** Turf damage along the center median from construction on Emerald Blossom

### Notes to Owner / Client



**17** Turf damage large bare turf area from construction on the center median along Emerald Blossom

**18** Congratulation turf damage along Emerald Blossom exit side

**19** Turf damage by construction exit side on Emerald Blossom

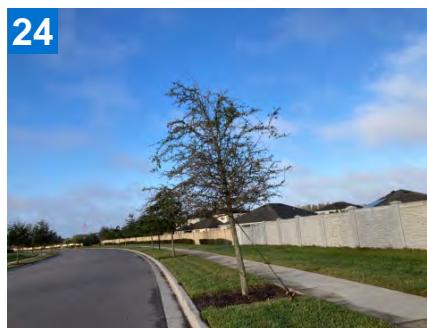
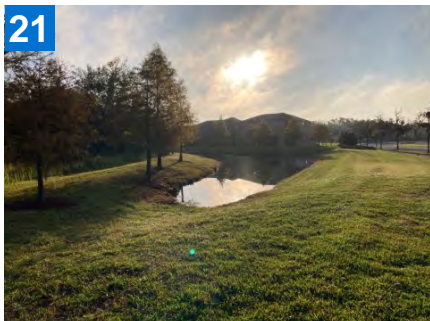
**20** Turf damage and excavation by construction crew exit side of Emerald Blossom



# QUALITY SITE ASSESSMENT

## DG Farms CDD

### Notes to Owner / Client



**21** Mowing and line trimming around the ponds completed during our mowing service

**22** Cut back of the ornamental grasses blocking the camera have been cut back for clearance

**23** Pruning of the jasmine along the entrance and exit side completed

**24** Trees along Emerald Blossom are still in decline from Hurricane Ian

### Notes to Owner / Client



**25** A liquid fertilizer has been applied to all geranium beds

# **EXHIBIT 4**

**FIELD OBSERVATION REPORT**

Date: December 2, 2022 Field Observation Report Number: 1  
Project Name: DG Farms CDD – Brickwood, Cool Peach Way, Ivory Stone, Linden Leaf and  
Treasure Point Handicap Ramp Review  
Project Number: 238200185  
Stantec Representative (s): Greg Woodcock

County / Consultant / Developer Representatives on Site:

Weather Conditions:  Clear  Partly Cloudy  Heavy Clouds  Fog  
Rain:  None  Light  Heavy  Showers  
Soil Conditions:  Dry  Wet  Extremely Wet  
Effects of Weather on Major Work Items  None  <50% affected  >50% affected  No Work

**Description of Work Activity:**

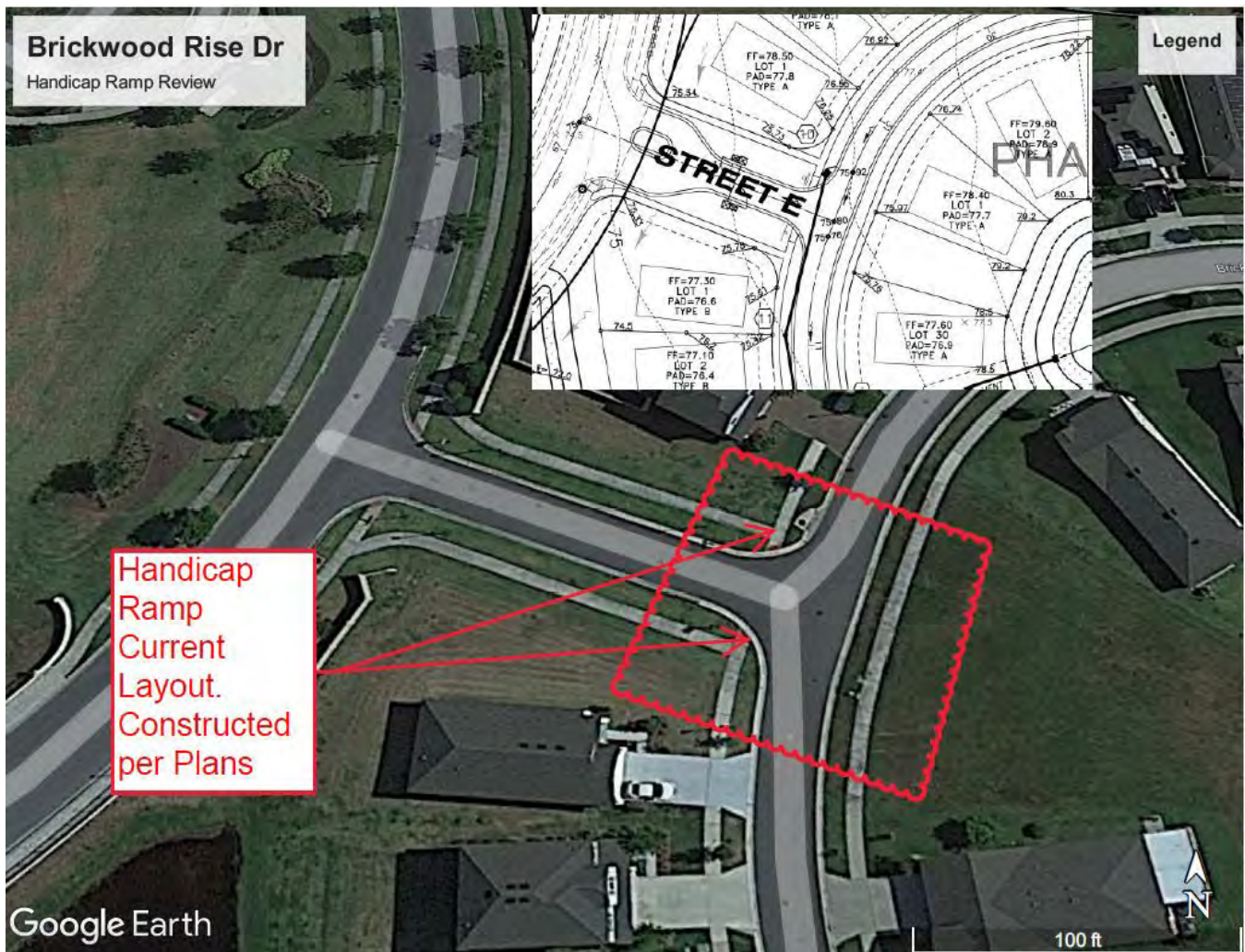
Location: (Street Names/MH#s, etc.) Brickwood, Cool Peach Way, Ivory Stone, Linden Leaf

General: Stantec staff reviewed Brickwood, Cool Peach Way, Ivory Stone and Linden Leaf for handicap ramp locations and connections and found that Brickwood Rise handicap ramp has been installed per the permitted construction plans. Cool Peach handicap ramps were constructed per the plan on the south side of Ivory Stone but the handicap ramp connections on the north side of Ivory Stone have not been constructed per the permitted plans. Linden Leaf plans call for ADA ramp connections on the west side of Treasure Point Dr. which have not been constructed. Aerial exhibits below show the location of the handicap ramps reviewed as well as the construction plans showing the approved handicap ramp locations.

Report By: GJW

## FIELD OBSERVATION REPORT

Brickwood Rise Drive Handicap Ramp Aerial and Plan showing permitted layout.



## FIELD OBSERVATION REPORT

Cool Peach Way and Ivory Stone Drive Handicap Ramp Aerial and Plan showing permitted layout.



# FIELD OBSERVATION REPORT

Linden Leaf and Treasure Pointe Drive Handicap Ramp Aerial and Plan showing permitted layout



# **EXHIBIT 5**



## FIELD OBSERVATION REPORT

Date: December 2, 2022 Field Observation Report Number: 1  
 Project Name: DG Farms CDD – Open Area South of Linden Leaf Ct Ownership  
 Project Number: 238200185  
 Cardno Representative (s): Greg Woodcock

County / Consultant / Developer Representatives on Site:

Weather Conditions:  Clear  Partly Cloudy  Heavy Clouds  Fog  
 Rain:  None  Light  Heavy  Showers  
 Soil Conditions:  Dry  Wet  Extremely Wet  
 Effects of Weather on Major Work Items  None  <50% affected  >50% affected  No Work

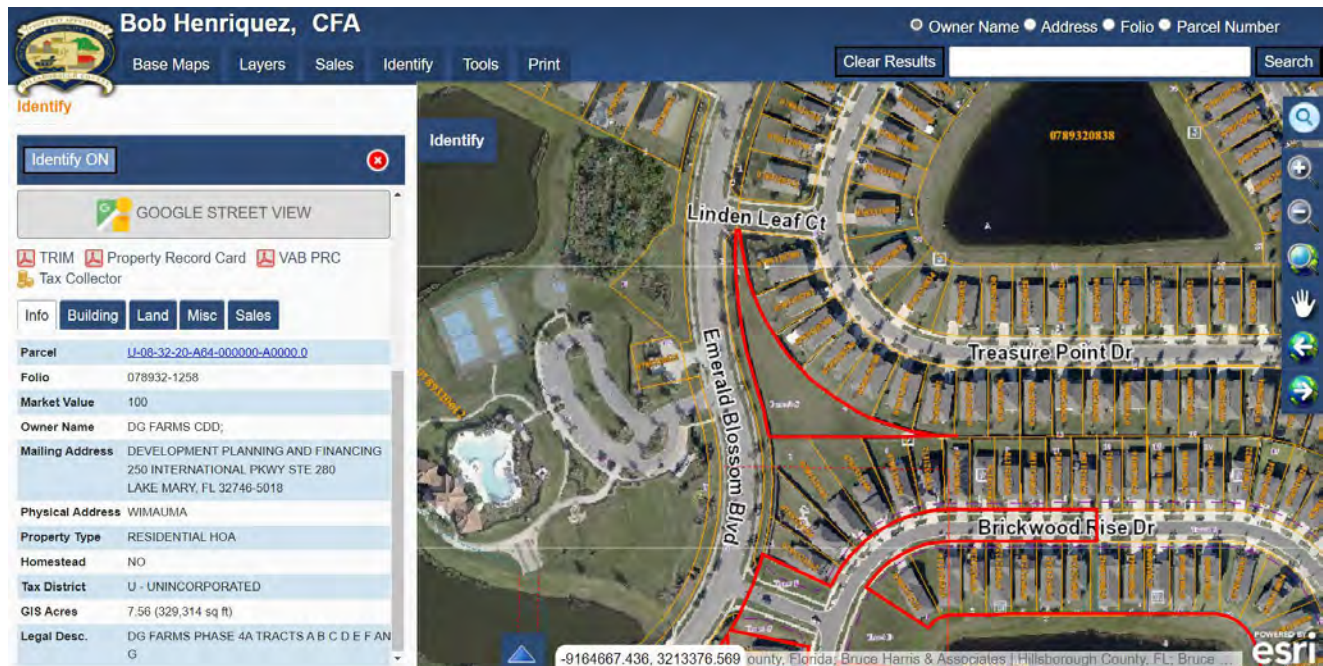
### Description of Work Activity:

Location: (Street Names/MH#s, etc.) Area South of Linden Leaf CT and Emerald Blossom Blvd (Parcel C)

General: Stantec staff reviewed the area south of Linden Leaf CT for ownership and determined that the area is owned by DG Farms CDD. The Area is designated as Common Area on the Plat.

Report By: GJW

### Location map:



**Bob Henriquez, CFA**

Owner Name • Address • Folio • Parcel Number

Base Maps Layers Sales Identify Tools Print

Clear Results Search

Identify

Identify ON

GOOGLE STREET VIEW

TRIM Property Record Card VAB PRC Tax Collector

Info Building Land Misc Sales

Parcel [11-08-32-20-AR4-000000-A0000.0](#)

Folio 078932-1258

Market Value 100

Owner Name DG FARMS CDD;

Mailing Address DEVELOPMENT PLANNING AND FINANCING  
250 INTERNATIONAL PKWY STE 280  
LAKE MARY, FL 32746-5018

Physical Address WIMAUMA

Property Type RESIDENTIAL HOA

Homestead NO

Tax District U - UNINCORPORATED

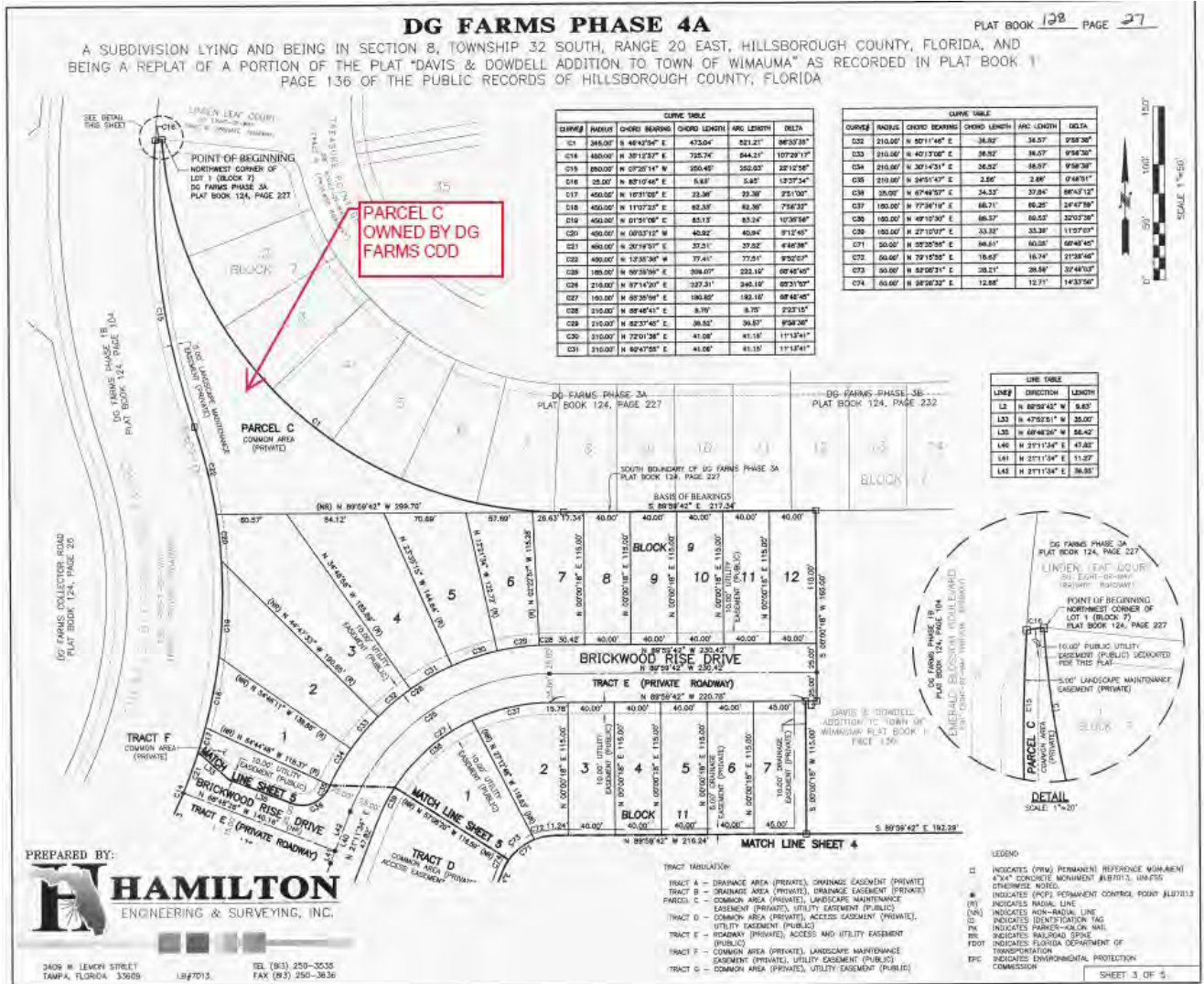
GIS Acres 7.56 (329,314 sq ft)

Legal Desc. DG FARMS PHASE 4A TRACTS A B C D E F A N G

-9164667.436, 3213376.569 county, Florida; Bruce Harris & Associates | Hillsborough County, FL; Bruce ... esri

# FIELD OBSERVATION REPORT

Plat Showing Parcel C, Common Area



# **EXHIBIT 6**

## FIELD OBSERVATION REPORT

Date: December 2, 2022 Field Observation Report Number: 1  
 Project Name: DG Farms CDD – Standing Water on Sidewalk  
 Project Number: 238200185  
 Cardno Representative (s): Greg Woodcock

County / Consultant / Developer Representatives on Site:

Weather Conditions:  Clear  Partly Cloudy  Heavy Clouds  Fog  
 Rain:  None  Light  Heavy  Showers  
 Soil Conditions:  Dry  Wet  Extremely Wet  
 Effects of Weather on Major Work Items  None  <50% affected  >50% affected  No Work

### Description of Work Activity:

Location: (Street Names/MH#s, etc.) Emerald Blossom Blvd. – Opposite side of the street from Amenity Center

General: Stantec staff reviewed the existing sidewalk for standing water and remediation of the standing water on the sidewalk. The stormwater runoff from the east side of the sidewalk is draining onto the sidewalk. The existing turf on each side of the existing sidewalk has grown higher than the sidewalk edge and the water cannot drain to the roadway as designed. To alleviate the standing water on the sidewalk we recommend constructing a 6" thick by 18" wide concrete pad between the sidewalk and the existing road curb at two locations as outlined in the exhibit below. This will allow the water to discharge towards the roadway and alleviate standing water on the sidewalk.

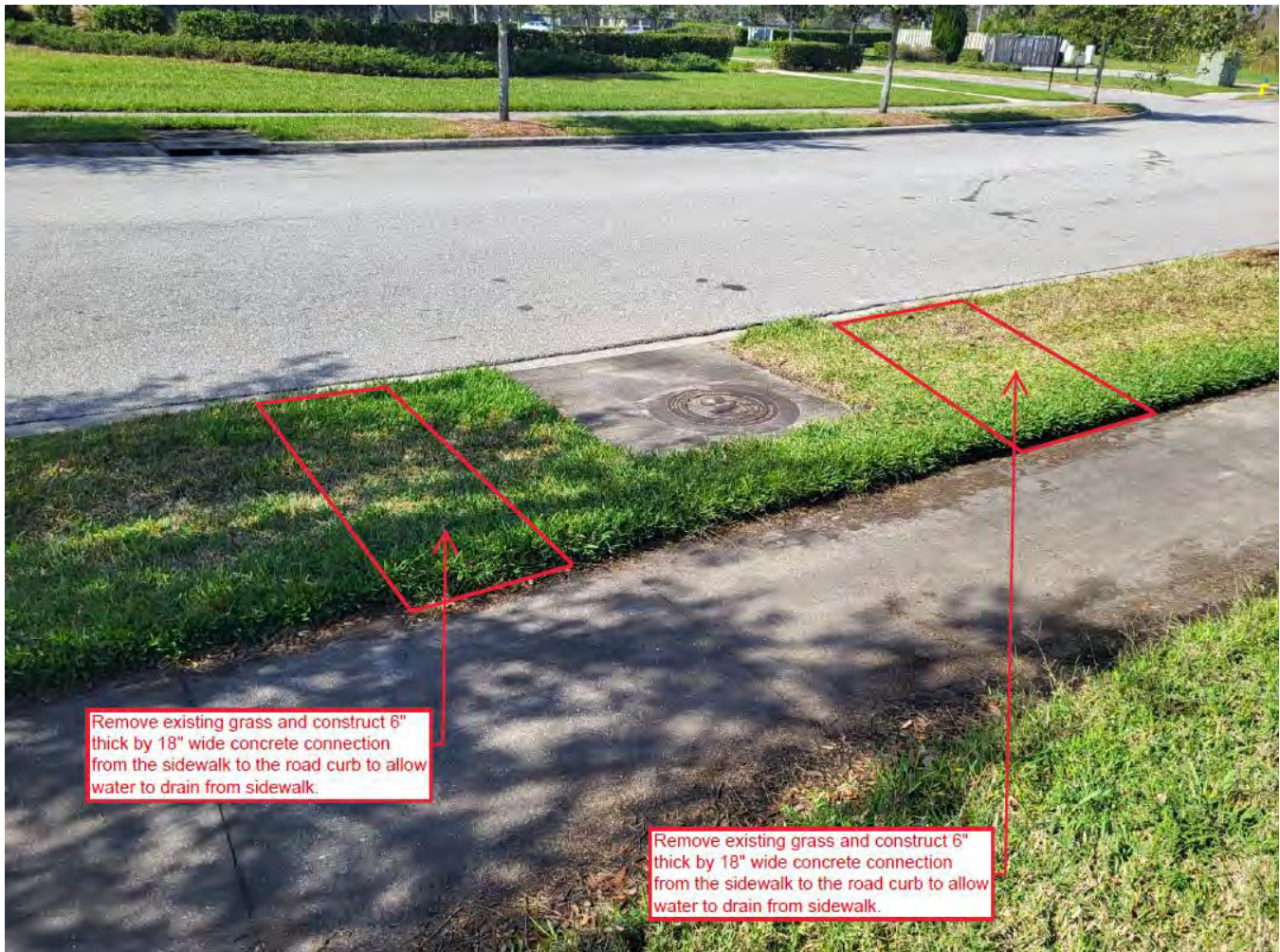
Report By: GJW

### Location map:



**FIELD OBSERVATION REPORT**

Exhibit showing concrete pad locations.



# **EXHIBIT 7**

# G. B. COLLINS ENGINEERING, P.A.

## AQUATIC AND POOL CONSULTING ENGINEERS

January 12, 2023

Page | 1

Mr. Frank Nolte  
Community/Site Development  
Cardno (now Stantec)  
380 Park Place Blvd.  
Suite 300  
Clearwater, Florida 33759

Re: DG Farms Swimming Pool – Site Inspection Report for Pool Crack

Dear Mr. Nolte:

G.B. Collins Engineering, PA (GCE) performed a site inspection of the pool on January 11, 2023 to examine a cracks that developed in the pool. The report outlines the information gathered from the site inspection and provides our recommendations.

### **Pool Information:**

Pool address:	16568 Emerald Blossom Blvd., Wimauma, FL, 33598
Pool Area:	4,040 SF
Pool Perimeter:	345 LF
Total Gallons:	102,460 gallons
Design Flow Rate:	520 gpm
Unit Count for the Development:	693 units

### **Inspection:**

Upon inspection, there were two noticeable cracks located near the center of the pool where the pool “bottlenecks” by the center steps. The cracks were determined to be structural cracks. The cracks were dye tested and the pool is losing water at the crack locations at a significant rate. The autofill in the collector tank is continuously running to keep up with the crack leak. Per the HOA representative, the cracks were originally noticed in 2018 and have gotten progressively worse over the past 5 years.

Certificate of Authorization # 27934  
32707 US Hwy 19 N.  
Palm Harbor, Florida 34684  
Tel: (727) 442-8443 Fax: (727) 442-6988  
gb\_collins@verizon.net

The pool is being well maintained and operational. The pool features (the deck jets and zero-entry bubblers) were not functioning at the time of inspection. The pool equipment was working and running, and no equipment issues were noticed at the time of inspection (other than the pool features not operating). No heaters are provided for the pool. No pool improvements were identified (resurfacing, tile replacement, or decking). The pool is in its original condition since constructed.

There were several areas around the pool beam, where the pool deck has settled. The deck pavers will need to be removed, filled, compacted, and reset.

**Cause of Cracks:**

Although the pool shell was adequately designed, the cracks are speculated to be caused by the pool size and shape. The shape of the pool is "hourglass" in the middle, causing additional stress at that section of the pool. The pool is large, and the configuration has the shallow end on one side of the narrowing and the deep end on the other side, contributing to the shell stress.

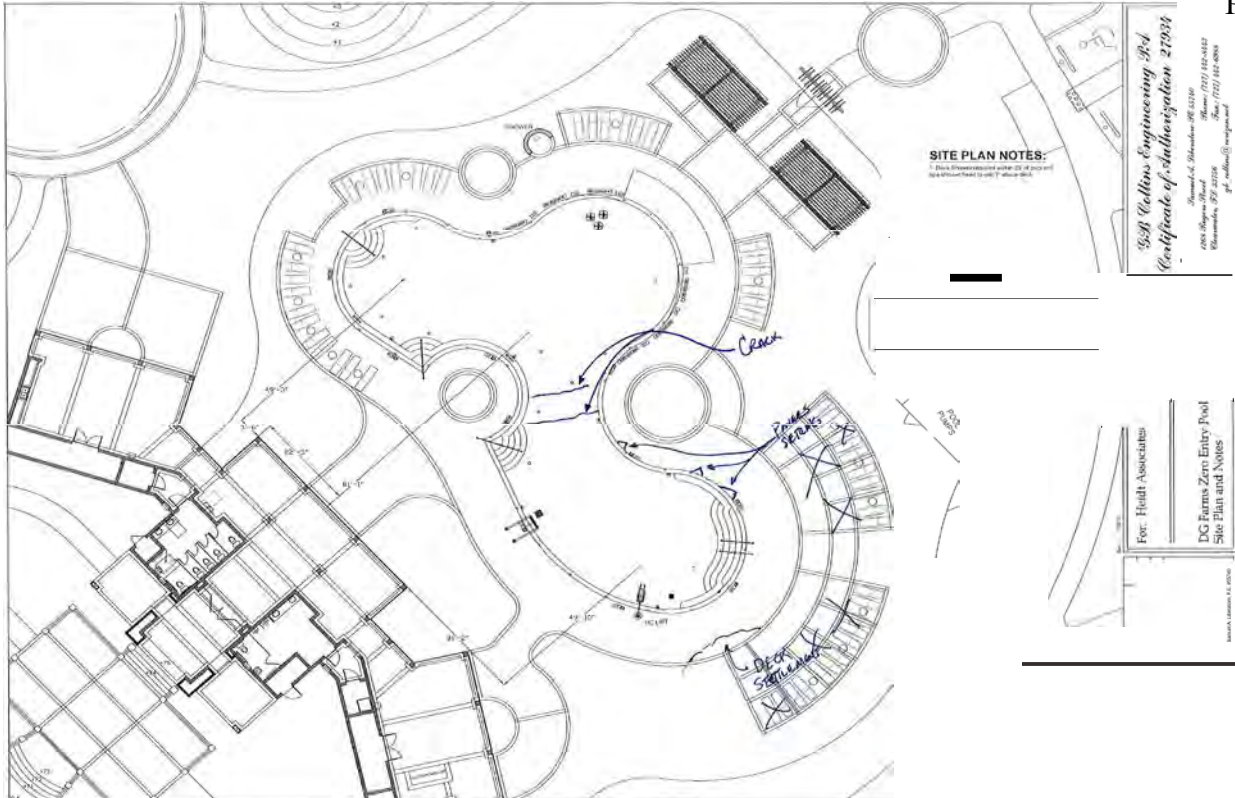
Additionally, the shell was originally shot in 2015, and the project was not completed until 2017. The shell was left exposed to prolonged weather conditions without being maintained or protected. Once construction resumed, the shell was not inspected to see if there were any deficiency. Tests (core samples) were not obtained to determine the condition of the shell. Core samples would have determined the wall and floor thicknesses, psi strength, and identified any structural concerns that may cause shell problems.

Lastly, the pool is not heated, and seasonal temperature drops can cause significant shell expansion and contraction, which can cause cracking.



# G. B. COLLINS ENGINEERING, P.A.

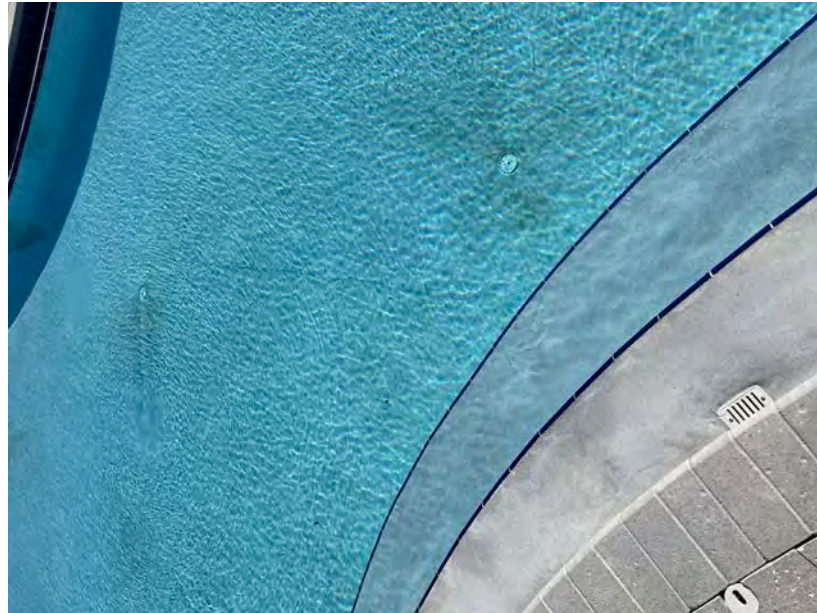
AQUATIC AND POOL CONSULTING ENGINEERS



**Site Plan showing existing pool cracks and settling paver locations**

Certificate of Authorization # 27934  
32707 US Hwy 19 N.  
Palm Harbor, Florida 34684  
Tel: (727) 442-8443 Fax: (727) 442-6988  
gb\_collins@verizon.net

**DG Farms Pool - Site Visit Photos – January 11, 2023**



**Photo #1 – Two Structural Cracks Identified**



**Photo #2 – Autofill continuously running**

Certificate of Authorization # 27934  
32707 US Hwy 19 N.  
Palm Harbor, Florida 34684  
Tel: (727) 442-8443 Fax: (727) 442-6988  
gb\_collins@verizon.net

Site Visit Photos (cont.)

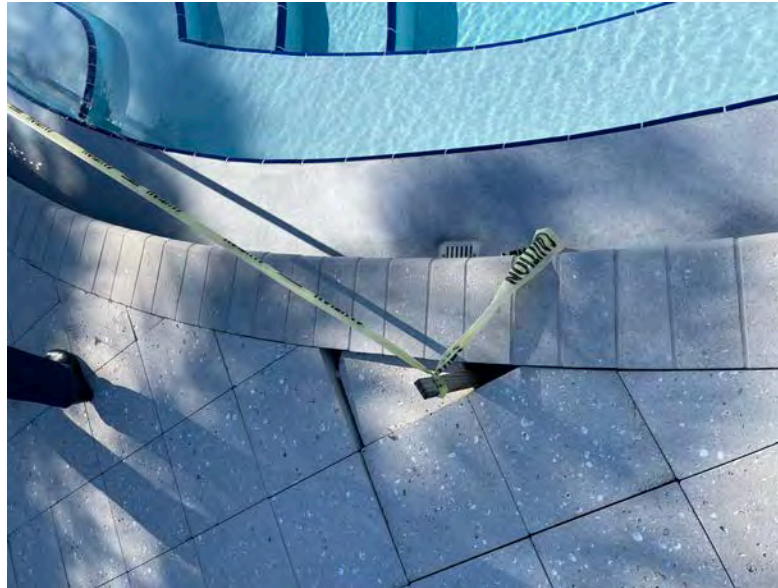


Photo #3 – Pavers around the pool that have settled and are displaced.



Photo #4 – Photo of pool from zero entry location

Certificate of Authorization # 27934  
32707 US Hwy 19 N.  
Palm Harbor, Florida 34684  
Tel: (727) 442-8443 Fax: (727) 442-6988  
gb\_collins@verizon.net

**Recommendations :**

Based on the history of the pool, size, configuration, and soil conditions, there are a few options we can recommend.

Option #1 - Repair Crack

The pool cracks can be repaired. There is a crack repair kit called Torque Lock that ties the shell together with a series of metal plates. The crack is sealed, the shell is coated with a waterproof bond coat, and then resurfaced with an exposed aggregate finish.

There is another repair that can be done by just sealing the crack with a UV-Resistant Polyurea Floor Joint Filler, then coated with a waterproof bond coat, and resurfaced with an exposed aggregate finish.

This option would be the least expensive way to repair the cracks, but would have a possibility of cracking to reoccur.

Option #2 - Shell modification - Add two additional expansion joints.

Option #2 would involve a more invasive shell repair. This option would involve demolishing a portion of the shell and adding two expansion joints in the "bottle neck" area to provide relief on the shell on of the pool. The pool will have more flexibility to expand and contract during the colder months, but this would allow the thermodynamic reaction to occur and prevent the pool from leaking. This option would entail saw cutting and demolishing the "bottle neck" area and re-enforcing the shell with higher grade steel and concrete to provide a better structural shell for the pool at the vulnerable location. The pool would also be coated with a waterproof bond coated and resurfaced with an exposed aggregate finish.

AQUATIC AND POOL CONSULTING ENGINEERS

Optional #3 – New Pool Design

Option #3 would be demolishing existing pool and constructing a new pool that's shape would be less advantageous to cracking and provide a reinforced shell to prevent any structural cracking in the future.

Other supplemental options would be providing a heat pump or pool cover to reduce the temperature fluctuation and shell movement. Maintaining a consistent pool temperature by engaging heaters during the cooler months will minimize the shell expansion and contraction.

All options will include repair of the pool deck, checking plumbing for leaks, assuring the pool equipment is running properly, and the pool meets all local and state code requirements.

**Additional Engineering Services:**

Depending on what option the community decides to go with, G.B. Collins Engineering P.A. (GCE) can provide services to assist in fixing the pool shell. GCE services include but are not limited to:

- Generate construction documents to either repair the shell, modify the shell, or construct a new pool.
- Assist in contractor selection.
- Provide construction monitoring.
- Respond to client and contractor's questions.
- Review shop drawings.
- Attend HOA meetings.

GCE will generate a proposal upon your request, for our service depending on which option the community decides.

# G. B. COLLINS ENGINEERING, P.A.

## AQUATIC AND POOL CONSULTING ENGINEERS

Page | 8

### **Conclusion:**

Based on the pool inspection, GCE has provided three options to remedy the pool cracking issue. Option 1 and 2 will provide a solution to the pre-existing pool condition but are not a guarantee the problem will not reoccur or be a long-term fix. The concern is the pool will develop another crack due to its configuration. Although the pool is well maintained, time may cause the pool to have cracks in the future and motivate a new pool construction.

If you have any additional questions or comments, please call me directly.

Sincerely,  
**G.B. Collins Engineering PA**

*Samuel A. Liberatore*

Samuel A. Liberatore, P.E. #5540  
President

Enc.

Certificate of Authorization # 27934  
32707 US Hwy 19 N.  
Palm Harbor, Florida 34684  
Tel: (727) 442-8443 Fax: (727) 442-6988  
gb\_collins@verizon.net


[Zoom](#)


## EUCO QWIKJOINT UVR

### UV-Resistant Polyurea Floor Joint Filler

Be the first to review this product

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Availability: In Stock

From: **\$47.73**

\* Type

Choose an Option...

\* Required Fields

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**EUCO QWIKJOINT UVR resists fading from ultraviolet light greater than any existing product on the market.**

It is a fast-setting, semi-rigid polyurea, primarily used for filling construction and control joints in industrial and commercial concrete floors. EUCO QWIKJOINT UVR can be shaved flush with the floor shortly after placement or up to 24 hours later. EUCO QWIKJOINT UVR supports and protects joint edges from heavy loads and wheel traffic, reducing spalling of the joint edges.

#### Features/Benefits

- Unparalleled UV resistance
- Fast setting formula reduces downtime
- Large shave-time window allows for greater flexibility in scheduling joint filling operations
- Tough performance reduces floor joint repairs and maintenance
- Will cure in temperatures as low as -20° F (-29°C)
- No bubbles/foaming when used in damp joints
- Less moisture-sensitive than standard polyureas
- Available in 33 standard colors

#### Applications

- Concrete construction & control joints
- Crack and joint repair for old floors
- Industrial and commercial floors
- Freezer floors

#### Specifications/Compliances

- EUCO QWIKJOINT UVR complies with ACI 302 performance recommendations regarding construction joint fillers.
- USDA


#### Additional Documents

- [Product Data Sheet](#)

#### WARNING


This product can expose you to chemicals including Titanium dioxide, which are known to the State of California to cause Cancer & Reproductive Harm.

## RELATED PRODUCTS




**EUCO QWIKSTITCH**

From: **\$50.58**



**EUCO QUAD STATIC MIXER FOR QWIKJOINT**

**\$3.11**



**EUCO QWIKJOINT 200**

From: **\$47.73**

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# SPEED CRETE BLUE LINE

## RAPID SETTING UNDERWATER CONCRETE REPAIR MORTAR

### DESCRIPTION

SPEED CRETE BLUE LINE is a proprietary formulation of blended portland cements, finely processed select aggregates, and specific chemical additives designed to provide a rapid set, particularly for underwater use. SPEED CRETE BLUE LINE undergoes a chemical "hyper hydration" and produces a very stable, low permeable, cementitious matrix.

### PRIMARY APPLICATIONS

- Underwater and below grade repairs
- Vertical, overhead and horizontal restoration
- Outstanding material for repair of dams, piers, reservoirs, pilings, seawalls, tunnels, sewer pipe and other underwater surfaces

### FEATURES/BENEFITS

- Initial set in 3 to 5 minutes
- Underwater cure
- High strength
- Durable in fresh and salt water
- Placed without forming, at no slump consistency
- Can be "shaved" to desired contour

### TECHNICAL INFORMATION

The following are typical values obtained under laboratory conditions. Expect reasonable variation under field conditions.

<b>Compressive Strength</b> psi (MPa) ASTM C 109	
24 hours .....	3,200 (22.1)
7 days .....	4,000 (27.6)
28 days .....	6,015 (41.5)
<b>Set Time</b> Gilmore ASTM C 266	
Initial .....	approx. 3 to 5 min
Final .....	approx. 20 min
<b>Flexural Strength</b> psi (MPa) ASTM C 348	
7 days .....	600 (4.1)
28 days .....	700 (4.8)

<b>Freeze Thaw Durability Factor</b> ASTM C 666	
300 cycles .....	98.05%
<b>Shrinkage</b> ASTM C 928	
7 days .....	-0.020%
28 days .....	-0.060%
<b>Scaling Resistance</b> ASTM C 672	
25 cycles .....	0% loss
<b>Bond Strength</b> psi (MPa) ASTM C 321	
1 day .....	80 psi (0.55)
7 days .....	140 psi (0.96)
28 days .....	165 psi (1.14)

### PACKAGING

SPEED CRETE BLUE LINE is packaged in 50 lb (22.7 kg) poly-lined bags, and 50 lb (22.7 kg) pails.

### SHELF LIFE

18 months in original, unopened package

### COVERAGE/YIELD

Approximately 0.47 ft<sup>3</sup> (0.013 m<sup>3</sup>) when mixed with 5.5 qt (5.2L) of water per 50 lb (22.7 kg) bag

### DIRECTIONS FOR USE

**Surface Preparation:** Concrete surfaces must be structurally sound, free of loose or deteriorated concrete and free of dust, dirt, paint, efflorescence, oil and all other contaminants. Mechanically abrade the surface to achieve a surface profile equal to CSP 6 - 7 in accordance with ICRI Guideline 310.2. Properly clean profiled area. **Priming:** Clean and prime exposed steel above water with DURALPREP AC. Concrete that is and will remain above water throughout the repair should be primed with a spray or brush coat of DURALPREP AC. DURALPREP AC must be allowed to fully dry prior to the application of SPEED CRETE BLUE LINE. Alternatively, a Saturated Surface Dry (SSD) concrete surface can be primed with a scrub coat of SPEED CRETE BLUE LINE. The repair must be made before the scrub coat dries out.



**Mixing:** SPEED CRETE BLUE LINE will require approximately 5 to 5.5 qt (4.7 to 5.2 L) of potable water per 50 lb (22.7 kg) bag or pail to achieve the proper mix consistency. Pour the measured amount of water into a clean container. Add the measured amount of SPEED CRETE BLUE LINE, and thoroughly mix for no more than 60 seconds to a stiff, no slump, putty-like consistency. Because of fast initial set time, do not mix more than 50 lb (22.7 kg) at a time. Mix small quantities of SPEED CRETE BLUE LINE in a clean pail with a hand trowel.

**Application:** To ensure complete bond with the entire surface, force the SPEED CRETE BLUE LINE firmly into the Saturated Surface Dry area by hand or with a trowel. Underwater applications may be smoothed or finished by hand. **For out-of-water applications:** Slightly overfill the patch, and following initial set, shave the material to conform to the contour of the surrounding surface. Always shave SPEED CRETE BLUE LINE toward the common bonding edge between the patching material and the existing surface. Cure the material using standard curing practices. For additional information, contact your local Euclid Chemical representative.

## CLEAN-UP

Clean application tools and mixing equipment with water immediately following use. Hardened SPEED CRETE BLUE LINE is difficult to remove.

## PRECAUTIONS/LIMITATIONS

- Store material undercover and away from all moisture.
- Mix no more than 60 seconds.
- Use only potable water with SPEED CRETE BLUE LINE.
- Mix to a stiff, putty-like, no slump consistency.
- Do not re-temper or add sand to SPEED CRETE BLUE LINE.
- Minimum application 3/4 in. (19 mm), maximum application is 3 in. (7.6 cm) per lift.
- Do not overwork.
- Do not featheredge SPEED CRETE BLUE LINE.
- Clean mixing equipment between batches.
- In all cases, consult the Safety Data Sheet before use.

Rev. 01.19

**WARRANTY:** The Euclid Chemical Company ("Euclid") solely and expressly warrants that its products shall be free from defects in materials and workmanship for one (1) year from the date of purchase. Unless authorized in writing by an officer of Euclid, no other representations or statements made by Euclid or its representatives, in writing or orally, shall alter this warranty. EUCLID MAKES NO WARRANTIES, IMPLIED OR OTHERWISE, AS TO THE MERCHANTABILITY OR FITNESS FOR ORDINARY OR PARTICULAR PURPOSES OF ITS PRODUCTS AND EXCLUDES THE SAME. If any Euclid product fails to conform with this warranty, Euclid will replace the product at no cost to Buyer. Replacement of any product shall be the sole and exclusive remedy available and buyer shall have no claim for incidental or consequential damages. Any warranty claim must be made within one (1) year from the date of the claimed breach. Euclid does not authorize anyone on its behalf to make any written or oral statements which in any way alter Euclid's installation information or instructions in its product literature or on its packaging labels. Any installation of Euclid products which fails to conform with such installation information or instructions shall void this warranty. Product demonstrations, if any, are done for illustrative purposes only and do not constitute a warranty or warranty alteration of any kind. Buyer shall be solely responsible for determining the suitability of Euclid's products for the Buyer's intended purposes.

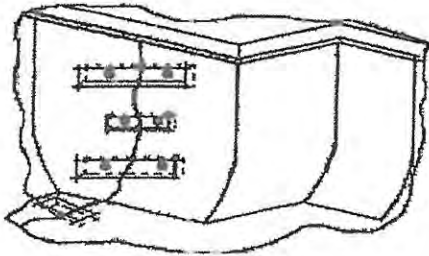
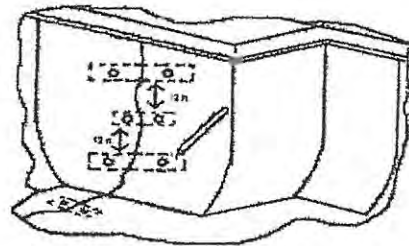
# TORQUE LOCK™

Finally A Rock Solid Solution To Structural Crack Repair

**\*\*\*WIPE OFF ANY EXCESS OIL ON STAPLE DUE TO PACKAGING**

**Step 1.**

Using the template provided, trace and mark cutouts along crack approximately every 12 inches alternating between large and small template. Then using a pencil, mark the circles for the holes to be drilled on either side of crack.

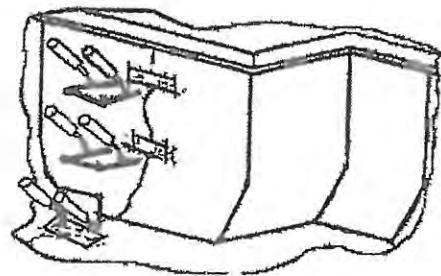


**Step 2.**

On drill markings, drill into structure a minimum of 4in. (4") deep using a 5/8in. Masonry bit. Using a masonry saw, cut into structure along marked lines approximately 2 inches deep and chip out area that is cut (This is to recess staple) NOTE: If you should drill deeper than the recommended depth as described above, this will have no effect on the performance of the Torque Lock Staple.

**Step 3.**

Assemble unit first, then using the epoxy provided, apply to the reinforcement pins as shown. With both hands, slide pins into pre-drilled holes. Then push the Torque Lock unit back until the locking plate is recessed approximately 1 5" - 2" (inches) into the wall



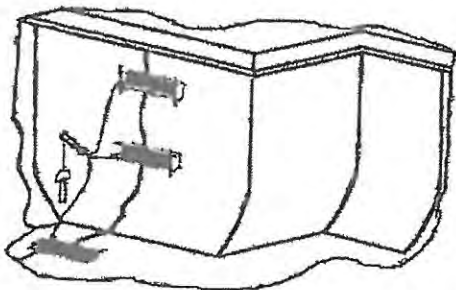
**NOTE: DO NOT GET EPOXY ON THE CAM OR LOCKING PLATE!!!**



**IMPORTANT: MAKE SURE RATCHET SQUARE IS FACING INWARD WHEN SETTING STAPLES AS SHOWN**

# TORQUE LOCK™

Finally A Rock Solid Solution To Structural Crack Repair



#### Step 4.

Making sure that the epoxy you used is set up (read label for manufacturer instructions) and using a **torque wrench** and a **3/8th's ratchet attachment**, insert in ratchet square and tighten clockwise.

**\*\*\*PLEASE NOTE:** If installing Torque Lock Staples in either a gunite or shotcrete application, it is recommended to achieve 30 lbs of torque on 6inch staples and 20 lbs on 3inch staples.

**\*\*\*HOWEVER:** If a structural crack has another crack within a 5 foot distance, the 6inch staples should be torqued at 22 lbs and the 3inch staples should be torqued at 20 lbs of pull torque.

**\*\*\*IMPORTANT\*\*\***

**DO NOT TIGHTEN ABOVE RECOMMENDED FT  
LBS OF TORQUE PRESSURE AS DESCRIBED  
ABOVE OR 180 DEGREES, WHICHEVER  
COMES FIRST.**



**\*\*\*IMPORTANT\*\*\***

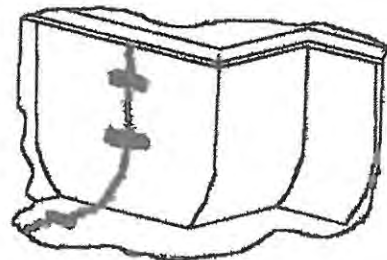
**DO NOT TURN CAM MORE THAN 180°**

#### Step 5.

Using a diamond or carbide blade, "v" open crack between cut outs. Be sure to clean out crack and cut outs of all dust and debris.

#### Step 6.

Using a non shrinking cement (hydraulic cement) fill in crack and cut outs. Use a trowel to pack in cement tightly making sure you leave no voids. After finishing this process, you can go over the repaired area(s) with any finishing product you would like to use (plaster, paint, tile, marcite, cool deck, etc.)



# **Flex** *Crete*

TM

Concrete is everywhere and so is FlexCrete™!

At Valcon Industries Inc., we understand the changing needs of the concrete industry and we also respect our planet.

Adding FlexCrete™ to all concrete projects, big or small, will produce amazing, long-lasting results that will save time and money while being environmentally responsible.

FlexCrete™ bonds to any surface and will not delaminate.

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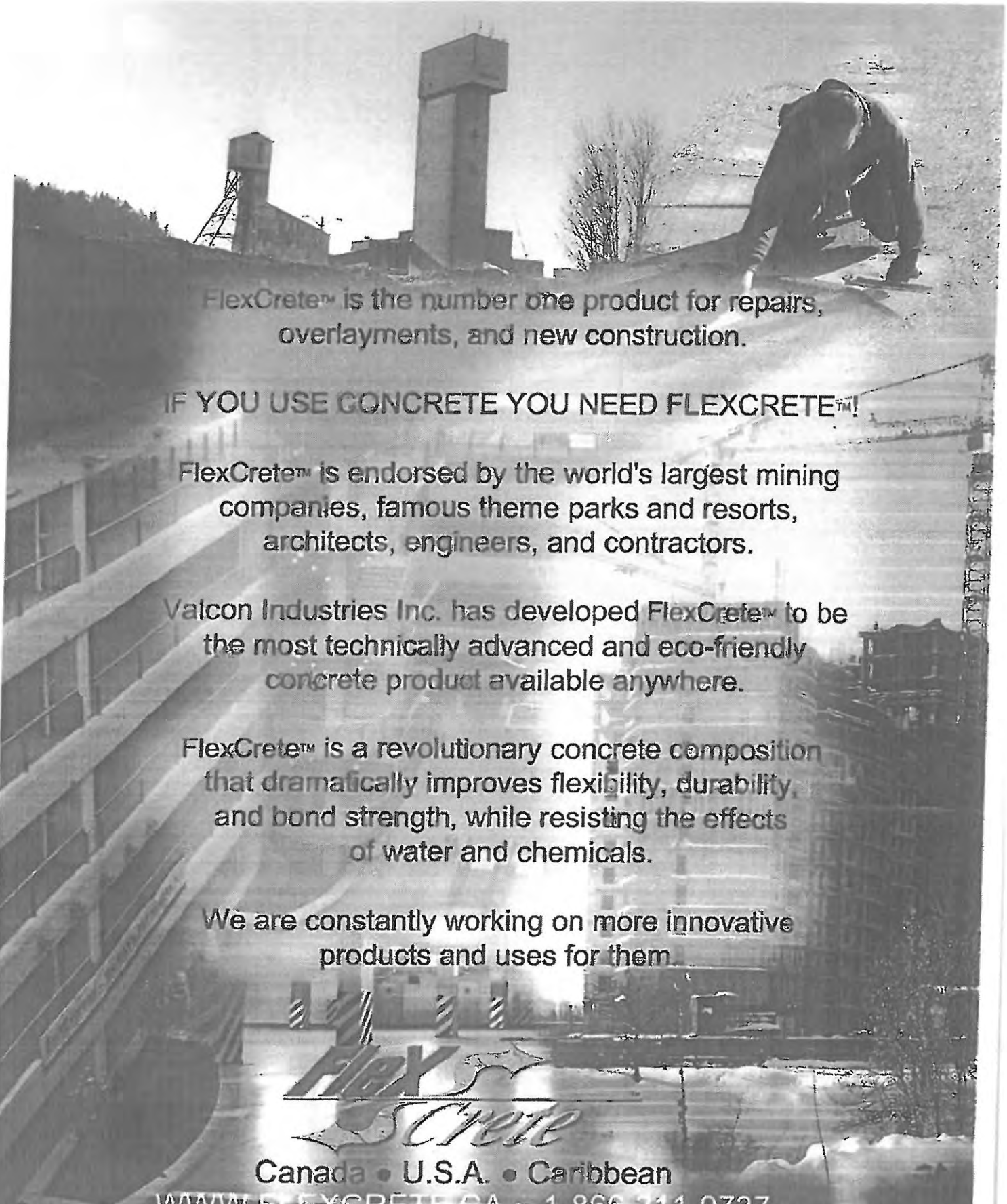
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Trowel • Brush • Color • Squeegee

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the most technically advanced and eco-friendly  
concrete product available anywhere.**

**FlexCrete™ is a revolutionary concrete composition  
that dramatically improves flexibility, durability,  
and bond strength, while resisting the effects  
of water and chemicals.**

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products and uses for them.**

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St. Pete's Olympic Training Pool, Newark Hills Hotel, Disney's Met Condominiums, Ca. - Condominiums, Coconut Bay Resort



## POLYMER MODIFIED CEMENT WATERPROOFING

### GUIDE SPECIFICATION

- 1.1 PRIMARY APPLICATIONS**
- |                |               |                |                       |
|----------------|---------------|----------------|-----------------------|
| WATER PROOFING | PATIOS        | PLANTERS       | FOUNTAINS             |
| BOND COAT      | POOL DECKS    | CHIMNEY REPAIR | PARGING               |
| DRIVEWAYS      | BREAKWALLS    | WALKWAYS       | STAMPED CONCRETE      |
| GARAGE FLOORS  | SEAWALLS      | BALCONIES      | DAMS/WATER RESERVOIRS |
| STUCCO         | GROUTING      | CRACK REPAIRS  | POLISHED CONCRETE     |
| EIF ICT        | SCRATCH COAT  | FENCES         | SUSPENDED POOLS       |
| PRE-CAST       | SPALLING      | COUNTER TOPS   | SWIMMING POOLS        |
| FACTORY FLOORS | CRACK REPAIRS | TUNNELS        | MAN HOLES             |
- 1.2 DESCRIPTION**
- FLEXCRETE IS A POLYMER MODIFIED WATERPROOFING CEMENT FOR INTERIOR AND EXTERIOR UNDERLAYMENT SUITABLE FOR CONCRETE, CLAY, CERAMIC TILE, WOOD SURFACES, VERTICAL, HORIZONTAL AND OVERHEAD, ABOVE/BELOW GRADE APPLICATION, AND HEAVY PEDESTRIAN TRAFFIC.*
- 1.3 REFERENCES**
- A. ASTM E96 – standard test method for water vapor transmission
  - B. ASTM C321 –standard test method for bond strength of chemical resistant mortars
  - C. ASTM C672- forty (40) freeze thaw cycles in 3% brine solution..no weight loss
  - D. ASTM d4541.02 – pull off test .surpasses
  - E. Adhesive Strength 994.7PSI/6.86 MPa on steel plate
  - F. Impact Strength – 16lbs/7.3 KG
  - G. Sheer Bond Adhesion – 650psi/4.48 Mpa
  - H. Flexural Strength – 2000Psi/13.79 MPa
  - I. Compressive – 7500 PSI/13.79 MPa
  - J. Tensile Strength – 615 PSI/4.24MPa
  - K. Permeability – CRD C48-73 Surpasses
  - L. Hydrostatic pressure – 100 PSI 1/10" thickness
- 1.4 SUBMITTALS**
- A. General:  
Submit manufacturer's certification that proposed materials, details and systems as indicated and specified fully comply with manufacturer's details and specifications. If any portion of the contract documents do not conform to manufacturer's standard recommendations, submit notification of portions of design that are at variance with manufacturer's specifications.
  - B. Product Data:  
Submit manufacturer's descriptive literature and product specifications for each product.
- 1.5 QUALITY ASSURANCE**
- A. Manufacturer Qualifications:  
Company specializing in manufacturing Products specified in the Section with minimum five (5) years documented experience
  - B. Installer Qualifications:  
Valcon Reps are recommended to be on site for 1<sup>st</sup> application where contractors are unfamiliar with our products.
- 1.6 DELIVERY, STORAGE AND HANDLING**
- A. Deliver, store off the ground and covered, handle and protect products from moisture in accordance with manufacturer's instructions.
  - B. Deliver materials in manufacturer's unopened containers, fully identified with brand, type, grade, class and all other qualifying information. Provide Material Safety Data Sheets for each product.
  - C. Take necessary precautions to keep products clean, dry and free of damage.
- 1.7 PROJECT CONDITIONS**
- A. Maintain surfaces to be waterproofed/lined and surrounding air temperature at not less than 40°F (5°C) for at least 48 hours before, during and after application of waterproofing.

# **EXHIBIT 8**

G.B. COLLINS ENGINEERING P.A.  
AQUATIC ENGINEERING CONSULTANTS

January 12, 2023

Mr. Gregory Woodcock  
PROJECT MANAGER  
CARDNO  
20215 Cortez Blvd  
Brooksville, Florida 34601

Page | 1

Re: **DG Farms Swimming Pool**  
**Proposal for Engineering Services for Pool Repair – Option 1 or 2**

Dear Mr. Woodcock

Thank you for your request for a proposal for the DG Farms Swimming Pool.

I have a fee schedule and scope of services enclosed with this cover letter for your review. The fee schedule includes cost and services to prepare the construction documents for permitting and provide optional construction services during the build. This proposal and fee schedule is valid for 30 days.

G.B. Collins is fully licensed and has a two-million-dollar professional liability insurance policy.

We will proceed with this project upon receipt of the signed fee schedule sheet, agreeing to the scope of services. The project must begin within 6 months of the date of the proposal or be subject to market adjustments. If you have any questions, please feel free to contact us.

Sincerely,

*Samuel A. Liberatore*

Samuel A. Liberatore, P.E.  
President

Enc.



**DG Farms for Swimming Pool Repair Design**  
**Option 1 or 2**  
FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**I. Swimming Pool Design**

A. Inspection and Report .....	<b>\$ Completed</b>
B. Construction Documents (CD Plans) .....	<b>\$ 7,500</b>
<b>Swimming Pool Design Total</b>	<b>\$ 7,500</b>

**II. Construction Services (Optional)**

A. Project Kick Off .....	<b>\$ 1,500</b>
B. Shop Drawing Review .....	<b>\$ 500</b>
C. Construction Inspection and Observation ... \$ 1,500/per (x5)	<b>\$ 4,500</b>
<b>Construction Services Total</b>	<b>\$ 6,500</b>

**III. Additional Services ..... **TBD****

**TOTAL ESTIMATED ENGINEERING FEE** \$ 14,000  
**(Includes Phase I and II)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

**DG Farms for Swimming Pool Repair Design**  
**Option 1 or 2**  
FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**I. Swimming Repair Design**

**A. Inspection and Report ..... (\$ 1,800)**

- (Completed and Paid)

**B. Construction Documents (CD) Pool Design ..... \$ 7,500**

Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
- Pool Information Sheet and Standards
- Site Plan (site plan will detail the Pool Area)
- Pool Repair Notes and Specifications
- Pool Plan
- Pool Details
- Deck Repair Details
- Provide esealed plans of fullset and individual sheets and base CAD file
- (2) signed and sealed paper copies of final plans (additional sets will be charged at \$50/set)

(Site electrical and deck design are not included with this fee)

**DG Farms for Swimming Pool Repair Design**  
**Option 1 or 2**  
FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**II. Construction Services**

<b>A. Project Kick Off .....</b>	<b>\$ 1,500</b>
<b>B. Shop Drawing Reviews .....</b>	<b>\$ 500</b>
<b>C. Construction Inspection and Observation (3) .....</b>	<b>\$ 4,500</b>

**DG Farms for Swimming Pool Repair Design**  
**Option 1 or 2**  
FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**III. Additional Services ..... TBD**

Additional Services Items not included (but not limited to) are:

- Additional Site Inspections or Site Meetings ..... \$ 2,000/ per
- Equipment Room Design ..... \$ 1,500
- Heater Design ..... \$ 1,000
- Zero-Entry Calculations ..... \$ 1,000
- Sun-shelf Calculations ..... \$ 1,000
- Slides ..... \$ 5,000
- Spas ..... \$ 4,000
- Fountain/ Water Feature Design ..... \$ 2,500
- Interactive Water Features (IWF's) ..... \$ 4,000
- Wade Pools ..... \$ 4,000
- Deck design ..... \$ 4,000
- Lighting Certification ..... \$ 2,500
- Piling Design ..... \$ 5,000
- Variance applications ..... \$ 2,500
- Safety Plans ..... \$ 2,500
- Site grading and drainage ..... TBD
- Survey ..... TBD
- Borings ..... TBD
- Site permitting ..... TBD
- Geotechnical Engineering ..... TBD
- Fencing ..... TBD
- Utility Design ..... TBD  
( ex. Storm sewer, sanitary sewer, water, tele-communications)
- Structural Design ..... TBD
- Architectural Services ..... TBD
- Equipment Modifications ..... TBD
- Electrical Engineering ..... TBD

**ATTACHMENT - TERMS & CONDITIONS**

The terms and conditions contained herein are attached and incorporated into the agreement for Professional Services "Agreement" between the Client and GB Collins Engineering.

Page | 6

1. Payment Provisions: Payment of GB Collins invoices is due within thirty (30) days of receipt invoice. Balances unpaid after sixty (60) days shall be charged interest at the rate of 1.5% per month until paid in full. If client objects to any portion of an invoice, client shall notify GB Collins Engineering in writing by certified U.S. Mail, return receipt requested, within 15 calendar days of the invoice date, or any objection shall be deemed waived, and the invoice shall be paid in full.

2. Changed Conditions: GB Collins Engineering reserves the right to renegotiate the fee if the work exceeds the scope of services defined in the agreement.

3. Client's Responsibilities:

(a) Client agrees to provide GB Collins Engineering with all the information, survey's, reports, and professional recommendations and any other related items requested by GB Collins Engineering in order to provide its professional services. GB Collins Engineering may rely on the accuracy and completeness of these items. Client shall furnish the services of the following consultants: Civil Engineering, Geotechnical Engineers, Surveyors, Structural Engineers (as necessary), Architectural and Environmental Engineering. Client agrees to advise GB Collins Engineering of any known or suspected contaminants at the Project (as such termed in the agreement) Client shall be solely responsible for all surface and subsurface soil conditions. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the project. Client agrees to provide the items described in the paragraph and to render decisions in a timely. Manner so as not to delay the orderly and sequential progress of GB Collins Engineering Services.

(b) Hourly Rates for additional services:

Professional Engineer	=\$300.00/hr
Project Manager	=\$200.00/hr
Designer/Drafter	=\$150.00/hr
Construction Inspector	=\$100.00/hr
Clerical/Office	=\$ 75.00/hr

(c) Reimbursable Expenses including; Postage, Federal Express, Printing Supplies, Mileage Reimbursement (\$0.63/mile), Travel (Hotel, Air Fare, Meals), Printing (\$50/set-24"x36"), Color Copies (\$1.50/sheet-8.5"x11"). Please estimate \$300 for reimbursables.

4. Use and Ownership of GB Collins Engineering's Documents: Upon the parties signing this agreement, GB Collins grants Client a nonexclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by GB Collins Engineering for Client "Documents", provided that client performs in accordance with the terms of this Agreement. No other license is implied or granted under this agreement. All instruments of Professional Service prepared by GB Collins Engineering, including the documents, are of the property of, and shall remain the exclusive property of GB Collins Engineering. Originals shall remain with GB Collins Engineering with client retaining a duplicate set. Client has the right to

reproduce drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes. These documents shall not be reused on other projects by Client or sold or assigned to third parties without GB Collins Engineering's prior written permission, which may be withheld in its sole discretion. GB Collins Engineering retains all rights, including copy rights, in such documents, drawings, and concepts.

5. Site Observation: The client recognizes that site observation/review is a vital element of GB Collins Engineering's service and includes design and drawing modifications based on changing site conditions during construction. Should the Client, for any reason, including non-payment, not retain GB Collins Engineering to review the site, or should the client restrict GB Collins Engineering from viewing the site during construction, the Client waives any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GB Collins Engineering. The Client also agrees to compensate GB Collins Engineering for time and expenses in the defense of any such claim. The site visits performed by GB Collins Engineering in no way constitute a guarantee that construction deficiencies may not exist or occur.

6. Termination: Either Client, or GB Collins Engineering may terminate this agreement upon seven (7) day's written notice to the other party. If terminated, Client agrees to pay GB Collins Engineering for all Basic and Additional Services rendered and Reimbursable and Direct Expenses (As such terms are defined in the fee schedule) incurred to the date of termination. Upon not less than seven (7) day's written notice, GB Collins Engineering may suspend the performance of its services if Client fails to pay GB Collins Engineering in full for services rendered or expenses incurred. GB Collins Engineering shall have no liability because of such suspension of services or termination due to Client's nonpayment.

7. Miscellaneous Provisions:

- (a) This agreement is governed by the Laws of the State of Florida without regard to the principles of laws. Any cause of action under this agreement shall be adjudicated in the appropriate court located in the County and State where the project is located.
- (b) This Agreement is the entire and integrated Agreement between Client and GB Collins Engineering and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both parties.
- (c) In the event that any term or provision of this Agreement is found to be enforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and any unenforceable or invalid term or provision shall be amended to the minimum extent required to make or provision enforceable and valid.
- (d) Neither Client nor GB Collins Engineering shall assign this agreement without prior written consent of the other.

G.B. COLLINS ENGINEERING P.A.  
AQUATIC ENGINEERING CONSULTANTS

- (e) Irrespective of any other term in this Agreement, GB Collins Engineering shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures for the Project; or for construction safety or any other related programs; or for any other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with GB Collins Engineering's Documents.
- (f) Client agrees to indemnify, defend and hold GB Collins Engineering harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or other legal entities on account to any legal damages or losses to property or persons including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that GB Collins Engineering shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by GB Collins Engineering's negligent or willful errors or omissions. The provisions of this paragraph shall survive the expiration/termination of this Agreement.
- (g) Should any legal proceedings be commenced between the parties to this Agreement seeking to enforce any of its provisions. Including but not limited to, fee provisions, the prevailing party in such proceedings shall be entitled, in addition to such other relief as may be granted, to all costs and attorneys' and expert witnesses' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "Prevailing Party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action of proceeding.
- (h) Client and GB Collins Engineering waive consequential damages for any claims, disputes, or other matters in question arising out of or relating to this agreement. GB Collins Engineering's waiver of consequential damages is contingent upon the Clients requiring contractor and its subcontractors to waive all consequential damages against GB Collins Engineering for claims or other matters in question arising out of or relating to this project.
- (i) To the extent damages are covered by property insurance during construction, Client and GB Collins Engineering waive all rights against each other and against the contractors, agents, and employees of the other for such damages. Client or GB Collins Engineering, as appropriate, shall require of the contractors, consultants, agents (and their employees) similar waivers in favor of the other parties described in this paragraph.
- (j) Client acknowledges and agrees that proper Project maintenance is required after the project is complete. A lack of, or improper maintenance in areas may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.
- (k) Nothing in this Agreement shall create a contractual relationship for any third party.

G.B. COLLINS ENGINEERING P.A.  
AQUATIC ENGINEERING CONSULTANTS

- (l) It is the express intention of the parties, that GB Collins Engineering is an Independent Contractor and not an employee, agent, joint venture, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and GB Collins Engineering or any employee or agent of GB Collins Engineering. Both parties acknowledge that GB Collins Engineering is not an employee for state or federal tax purposes.
- (m) It is the intention of the parties hereto that no person or entity other than a party hereto shall be entitled to bring any action to enforce any provision of this Agreement against the other party hereto, and that the covenants, undertakings, and agreements set forth in this agreement shall, unless provided otherwise, be solely for the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns.



# **EXHIBIT 9**

G.B. COLLINS ENGINEERING P.A.  
AQUATIC ENGINEERING CONSULTANTS

January 12, 2023

Mr. Gregory Woodcock  
PROJECT MANAGER  
CARDNO  
20215 Cortez Blvd  
Brooksville, Florida 34601

Page | 1

Re: **DG Farms Swimming Pool  
Proposal for Engineering Services for New Pool – Option 3**

Dear Mr. Woodcock

Thank you for your request for a proposal for the DG Farms Swimming Pool.

I have a fee schedule and scope of services enclosed with this cover letter for your review. The fee schedule includes cost and services to prepare the construction documents for permitting and provide optional construction services during the build. This proposal and fee schedule is valid for 30 days.

G.B. Collins is fully licensed and has a two-million-dollar professional liability insurance policy.

We will proceed with this project upon receipt of the signed fee schedule sheet, agreeing to the scope of services. The project must begin within 6 months of the date of the proposal or be subject to market adjustments. If you have any questions, please feel free to contact us.

Sincerely,

*Samuel A. Liberatore*

Samuel A. Liberatore, P.E.  
President

Enc.

**DG Farms New Swimming Pool**  
**Option 3**  
FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**I. Swimming Pool Design**

A. Schematic Design Phase .....	\$ 5,000
B. Design Development Phase (DD Plans) .....	\$ 10,000
C. Construction Documents (CD Plans) .....	\$ 3,500
D. Bid Documents/ Bid Selection .....	\$ 1,500
E. Permitting .....	\$ 2,500
<b>Swimming Pool Design Total</b>	<b>\$ 22,500</b>

**II. Construction Services**

A. Project Kick Off .....	\$ 1,500
B. Shop Drawing Review .....	\$ 1,500
C. Construction Inspection and Observation ... \$ 1,500/per (x5)	\$ 7,500
<b>Construction Services Total</b>	<b>\$ 10,500</b>

**III. Additional Services .....** **TBD**

**TOTAL ESTIMATED ENGINEERING FEE** \$ 33,000  
**(Includes Phase I and II)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

**DG Farms New Swimming Pool  
Option 3**

FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**I. Swimming Pool Design**

**A. Schematic Design Phase ..... \$ 5,000**

- Develop a pool layout that will be code compliant with coordination from architect. Providing (1) one schematic drawing defining code requirements. **Additional schematic drawing will be charged at \$500 per plan.**
- Volume calculations, flow rate design, and collector tank.
- The design development plans will incorporate the layout of one (1) gutter pool (approximately 4,000 sf).
- All necessary CAD drawings are to be provided by the client for schematic drawing to be generated (all base maps, building layouts, bathroom plans, and location maps).
- All necessary site information needs to be provided (site address, owners name, address, phone number).

**B. Design Development (DD) Documents ..... \$ 10,000**

Design Development Documents will be based on finalized schematic drawings that have been approved by the client. Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
- Pool Information Sheet including Notes and Specifications
- Site Plan (site plan will detail the Pool Area)
- Pool Plumbing Plan
- Pool Layout Plan
- Pool Profiles
- Pool Details
- Pool Filter and Equipment Details for Aquaworx pack
- Pool Bonding Plan

**DG Farms New Swimming Pool  
Option 3**

FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

**C. Construction Documents (CD) Pool Design ..... \$ 3,500**

Construction Documents will be based on finalized DD drawings that have been approved by the client. Prepared construction documents to be submitted to the building department and will include:

- Cover Sheet
- Notes and Specifications
- Site Plan (site plan will detail the Pool Area)
- Pool Plumbing Plan
- Pool Layout Plan
- Pool Profiles
- Pool Details
- Pool Filter and Equipment Details for Aquaworx pack
- Pool Bonding Plan
- Complete DOH 4159 forms for application submittal
- Provide esealed plans of fullset and individual sheets and base CAD file
- (2) signed and sealed paper copies of final plans (additional sets will be charged at \$50/set)

(Site electrical and deck design are not included with this fee)

**DG Farms New Swimming Pool**

**Option 3**

FEE SCHEDULE  
SCOPE OF SERVICES  
January 12, 2023

<b>D. Bid Documents/ Bid Selection .....</b>	<b>\$ 1,500</b>
<ul style="list-style-type: none"><li>• Prepare Bid Documents</li><li>• Provide Bid List of Qualified Commercial Pool Builders</li><li>• Prepare Bid Invite</li><li>• Coordinate Bid Requirements with Owner</li></ul>	
<b>E. Permitting .....</b>	<b>\$ 2,500</b>
<ul style="list-style-type: none"><li>• Provide Request For Information (RFI) Responses</li><li>• Prepare Building and DOH Documents (No Application are included)</li></ul>	
<b>II. <u>Construction Services</u></b>	
<b>A. Project Kick Off .....</b>	<b>\$ 1,500</b>
<b>B. Shop Drawing Reviews (2) .....</b>	<b>\$ 1,500</b>
<b>C. Construction Inspection and Observation (5) .....</b>	<b>\$ 7,500</b>

**DG Farms New Swimming Pool**

**Option 3**

FEE SCHEDULE  
SCOPE OF SERVICES

January 12, 2023

**III. Additional Services ..... TBD**

Additional Services Items not included (but not limited to) are:

- Additional Site Inspections or Site Meetings ..... \$ 2,000/ per
- Shop Drawing Review ..... \$ 1,000/ per submittal
- Equipment Room Design ..... \$ 1,500
- Heater Design ..... \$ 1,000
- Zero-Entry Calculations ..... \$ 1,000
- Sun-shelf Calculations ..... \$ 1,000
- Slides ..... \$ 5,000
- Spas ..... \$ 4,000
- Fountain/ Water Feature Design ..... \$ 2,500
- Interactive Water Features (IWF's) ..... \$ 4,000
- Wade Pools ..... \$ 4,000
- Deck design ..... \$ 4,000
- Lighting Certification ..... \$ 2,500
- Piling Design ..... \$ 5,000
- Variance applications ..... \$ 2,500
- Safety Plans ..... \$ 2,500
- Site grading and drainage ..... TBD
- Survey ..... TBD
- Borings ..... TBD
- Site permitting ..... TBD
- Geotechnical Engineering ..... TBD
- Fencing ..... TBD
- Utility Design ..... TBD  
( ex. Storm sewer, sanitary sewer, water, tele-communications)
- Structural Design ..... TBD
- Architectural Services ..... TBD
- Equipment Modifications ..... TBD
- Electrical Engineering ..... TBD

**ATTACHMENT - TERMS & CONDITIONS**

The terms and conditions contained herein are attached and incorporated into the agreement for Professional Services "Agreement" between the Client and GB Collins Engineering.

Page | 7

1. Payment Provisions: Payment of GB Collins invoices is due within thirty (30) days of receipt invoice. Balances unpaid after sixty (60) days shall be charged interest at the rate of 1.5% per month until paid in full. If client objects to any portion of an invoice, client shall notify GB Collins Engineering in writing by certified U.S. Mail, return receipt requested, within 15 calendar days of the invoice date, or any objection shall be deemed waived, and the invoice shall be paid in full.

2. Changed Conditions: GB Collins Engineering reserves the right to renegotiate the fee if the work exceeds the scope of services defined in the agreement.

3. Client's Responsibilities:

(a) Client agrees to provide GB Collins Engineering with all the information, survey's, reports, and professional recommendations and any other related items requested by GB Collins Engineering in order to provide its professional services. GB Collins Engineering may rely on the accuracy and completeness of these items. Client shall furnish the services of the following consultants: Civil Engineering, Geotechnical Engineers, Surveyors, Structural Engineers (as necessary), Architectural and Environmental Engineering. Client agrees to advise GB Collins Engineering of any known or suspected contaminants at the Project (as such termed in the agreement) Client shall be solely responsible for all surface and subsurface soil conditions. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the project. Client agrees to provide the items described in the paragraph and to render decisions in a timely. Manner so as not to delay the orderly and sequential progress of GB Collins Engineering Services.

(b) Hourly Rates for additional services:

Professional Engineer	=\$300.00/hr
Project Manager	=\$200.00/hr
Designer/Drafter	=\$150.00/hr
Construction Inspector	=\$100.00/hr
Clerical/Office	=\$ 75.00/hr

(c) Reimbursable Expenses including; Postage, Federal Express, Printing Supplies, Mileage Reimbursement (\$0.63/mile), Travel (Hotel, Air Fare, Meals), Printing (\$50/set-24"x36"), Color Copies (\$1.50/sheet-8.5"x11"). Please estimate \$300 for reimbursables.

4. Use and Ownership of GB Collins Engineering's Documents: Upon the parties signing this agreement, GB Collins grants Client a nonexclusive license to use the drawings, specifications, renderings, conceptual plans, blueprints and other documents prepared by GB Collins Engineering for Client "Documents", provided that client performs in accordance with the terms of this Agreement. No other license is implied or granted under this agreement. All instruments of Professional Service prepared by GB Collins Engineering, including the documents, are of the



# G.B. COLLINS ENGINEERING P.A.

## AQUATIC ENGINEERING CONSULTANTS

property of, and shall remain the exclusive property of GB Collins Engineering. Originals shall remain with GB Collins Engineering with client retaining a duplicate set. Client has the right to

reproduce drawings or reasonable facsimiles, artist renditions or the like of said documents for marketing purposes. These documents shall not be reused on other projects by Client or sold or assigned to third parties without GB Collins Engineering's prior written permission, which may be withheld in its sole discretion. GB Collins Engineering retains all rights, including copy rights, in such documents, drawings, and concepts.

Page | 8

5. Site Observation: The client recognizes that site observation/review is a vital element of GB Collins Engineering's service and includes design and drawing modifications based on changing site conditions during construction. Should the Client, for any reason, including non-payment, not retain GB Collins Engineering to review the site, or should the client restrict GB Collins Engineering from viewing the site during construction, the Client waives any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans, or specifications developed by GB Collins Engineering. The Client also agrees to compensate GB Collins Engineering for time and expenses in the defense of any such claim. The site visits performed by GB Collins Engineering in no way constitute a guarantee that construction deficiencies may not exist or occur.

6. Termination: Either Client, or GB Collins Engineering may terminate this agreement upon seven (7) day's written notice to the other party. If terminated, Client agrees to pay GB Collins Engineering for all Basic and Additional Services rendered and Reimbursable and Direct Expenses (As such terms are defined in the fee schedule) incurred to the date of termination. Upon not less than seven (7) day's written notice, GB Collins Engineering may suspend the performance of its services if Client fails to pay GB Collins Engineering in full for services rendered or expenses incurred. GB Collins Engineering shall have no liability because of such suspension of services or termination due to Client's nonpayment.

#### 7. Miscellaneous Provisions:

- (a) This agreement is governed by the Laws of the State of Florida without regard to the principles of laws. Any cause of action under this agreement shall be adjudicated in the appropriate court located in the County and State where the project is located.
- (b) This Agreement is the entire and integrated Agreement between Client and GB Collins Engineering and supersedes all prior negotiations, statements, or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both parties.
- (c) In the event that any term or provision of this Agreement is found to be enforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and any unenforceable or invalid term or provision shall be amended to the minimum extent required to make or provision enforceable and valid.
- (d) Neither Client nor GB Collins Engineering shall assign this agreement without prior written consent of the other.

- (e) Irrespective of any other term in this Agreement, GB Collins Engineering shall not control or be responsible for construction means, methods, techniques, schedules, sequences, or procedures for the Project; or for construction safety or any other related programs; or for any other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with GB Collins Engineering's Documents.
- (f) Client agrees to indemnify, defend and hold GB Collins Engineering harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses including, but not limited to, reasonable attorney's fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or other legal entities on account to any legal damages or losses to property or persons including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that GB Collins Engineering shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by GB Collins Engineering's negligent or willful errors or omissions. The provisions of this paragraph shall survive the expiration/termination of this Agreement.
- (g) Should any legal proceedings be commenced between the parties to this Agreement seeking to enforce any of its provisions. Including but not limited to, fee provisions, the prevailing party in such proceedings shall be entitled, in addition to such other relief as may be granted, to all costs and attorneys' and expert witnesses' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "Prevailing Party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action of proceeding.
- (h) Client and GB Collins Engineering waive consequential damages for any claims, disputes, or other matters in question arising out of or relating to this agreement. GB Collins Engineering's waiver of consequential damages is contingent upon the Clients requiring contractor and its subcontractors to waive all consequential damages against GB Collins Engineering for claims or other matters in question arising out of or relating to this project.
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G.B. COLLINS ENGINEERING P.A.  
AQUATIC ENGINEERING CONSULTANTS

- (l) It is the express intention of the parties, that GB Collins Engineering is an Independent Contractor and not an employee, agent, joint venture, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and GB Collins Engineering or any employee or agent of GB Collins Engineering. Both parties acknowledge that GB Collins Engineering is not an employee for state or federal tax purposes.
- (m) It is the intention of the parties hereto that no person or entity other than a party hereto shall be entitled to bring any action to enforce any provision of this Agreement against the other party hereto, and that the covenants, undertakings, and agreements set forth in this agreement shall, unless provided otherwise, be solely for the benefit of, and shall be enforceable only by the parties hereto and their respective successors and permitted assigns.

# **EXHIBIT 10**



POOP 911  
 PO BOX 844482  
 Dallas, TX 75284-4482

## DG Farms Quote

DG Farms CDD  
 1540 International Parkway Ste 2000  
 Lake Mary, FL 32746

January 12, 2023

Removal of pet waste from 11 station, replace can liner and replace pet waste bags as needed. This also includes 11,000 bags annually. Will let community know if allotment is being reached ahead of time, so adjustments can be made.

$\$7.95 \times 11 = \$87.45$  weekly

Emptying trash cans 3 in total

$\$2.95 \times 3 = \$8.85$  weekly

Community is responsible for usage above given bag allotment

Case of bags

\$129.99

Total

Weekly: \$96.30  
 Monthly: \$417.30  
 Yearly: \$5,007.60

Approved \_\_\_\_\_ Date \_\_\_\_\_

# **EXHIBIT 11**



POOP 911  
 PO BOX 844482  
 Dallas, TX 75284-4482

## DG Farms CDD Quote

DG Farms CDD  
 1540 International Parkway Ste 2000  
 Lake Mary, FL 32746

January 12, 2023

Quote for installation of 2 pet waste station.  
 Price includes purchase and installation of  
 pet waste stations. The stations will be  
 concreted into the ground.

2 x \$395.00 = \$790.00

Total: \$790.00

Approved \_\_\_\_\_ Date \_\_\_\_\_



Maplewood

Maplewood

Maplewood

Maplewood

Maplewood

Maplewood

Maplewood

Maplewood



-9164742.945, 3214248.190

Hillsborough County Florida: Bruce H



# **EXHIBIT 12**

## Proposal for Extra Work at DG Farms CDD

Property Name	DG Farms CDD	Contact	Jennifer Scalercio
Property Address	16550 Emerald Blossom Blvd. Wimauma, FL 33598	To	DG Farms CDD
		Billing Address	c/o Of Breeze Management 1540 Interantional Pkwy Ste 2000 Lake Mary, FL 32746

Project Name            DG Farms / 01-05-2023  
Project Description    Construction damaged Sod replacement

### Scope of Work

QTY	UoM/Size	Material/Description
300.00	SQUARE FEET	Center Median along Emerald Blossom install 300 Sq. Ft St Augustine sod
700.00	SQUARE FEET	Center Median along Emerald Blossom install 700 Sq. Ft St Augustine sod
650.00	SQUARE FEET	Right side by the preserves install 650 Sq. Ft St Augustine sod
400.00	SQUARE FEET	Between sidewalk and roadway along Emerald Blossom install 400 Sq. Ft St Augustine sod
100.00	SQUARE FEET	Exit side along Emerald Blossom back fill trench with dirt and install 100 Sq. Ft St Augustine sod.

**Other**

**Center Median -1**



**Center Median-2**



**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
415 27th Street SE, Ruskin, FL 33570 ph. (813) 641-3672 fax (813) 641-7582

## Proposal for Extra Work at DG Farms CDD

**Right side by preserve**



**Between side walk and roadway**



**Exit side-2**



For internal use only

**SO#** 8009433  
**JOB#** 340500117  
**Service Line** 130

**Total Price** \$3,999.00

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
415 27th Street SE, Ruskin, FL 33570 ph. (813) 641-3672 fax (813) 641-7582

## TERMS & CONDITIONS

1. 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.
2. **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 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 the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **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.
7. 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.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **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 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.
11. **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.
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 nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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 the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the 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 services:

16. **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 expense.
17. **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**

Customer

Signature	Title
<b>Jennifer Scalercio</b>	<b>LCAM</b>
Printed Name	Date
	<b>January 05, 2023</b>

### BrightView Landscape Services, Inc. "Contractor"

Signature	Title
<b>María Adams</b>	<b>Account Manager, Senior</b>
Printed Name	Date
	<b>January 05, 2023</b>

<b>Job #:</b>	<b>340500117</b>	
<b>SO #:</b>	<b>8009433</b>	<b>Proposed Price: \$3,999.00</b>

# **EXHIBIT 13**



Natua Soltov. Guranteed Potection

1899 Porter Lake Drive, #1 03, Sarasota, FL 34240 ld  
 1-866-390-7378  
 info@NaturZone.com @

# Service Agreement

Location Name:	DG Farms CDD Pool House		
Covered Address(s):	16820 Lagoon Shore Blvd, Wimauma, FL 33598		
Location Contact:	Phone: 813.564-61 03	Email:	<a href="mailto:Jennifer@Breezehome.com">Jennifer@Breezehome.com</a>
Billing Company:	Breeze Mgmt		
Billing Address:	250 International Parkway, Suite 208, Lake Mary , FL 32746		
Billing Contact:	Phone: 813.460.0147	Email:	<a href="mailto:Jennifer@breezehome.com">Jennifer@breezehome.com</a>
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No <small>If yes must attach a copy of certificate</small>	Business Type: Other (Define) <span style="float: right;">▼</span>		

### Scope of Service for Pest Control Services

Covered Areas:	Interior and the exterior of the address above.		
Covered Pests:	<input checked="" type="checkbox"/> Ants <input checked="" type="checkbox"/> Roaches           Rats <input checked="" type="checkbox"/> Spiders <input checked="" type="checkbox"/> Silverfish <input checked="" type="checkbox"/> Wasps           • «active nests less than 10ft a Other		

### Service Details:

Service Type	Frequency	Service Notes	Qty	Per Service
Pest Control-Perimeter	Monthly	Preventatively inspect and treat the perimeter		Included
Pest Control-Interior	Monthly	Inspect and treat the high risk areas		Included
Select Service Type	Select Frequent			
Select Service Type	Select Frequency			
Select Service Type	Select Frequency			
Select Service Type	Select Frequency			

Routine Service includes treatment of high risk areas including but not limited to: Interior common areas and the exterior perimeter

Current Pest Pressures:	
Preventative Rodent Details:	
<input type="checkbox"/> Install new stations on property. Special Instructions:	
<input type="checkbox"/> Retrofit existing stations. Special Instructions:	
@ No exterior rodent control included.	
Other:	

Service Guarantee: Call-back service for covered pests and areas at no additional charge.

Compensation	Authorization		
Initial Service Fee	NaturZone Representative:	Eliot Niceswanger	Date: 06/30/2022
\$ 75.00	AUthorized Client Signature:		Date:
Monthly Fee Thereafter:	Print Name:		
\$ 75.00	Return Signed Agreement To:	eliot@naturzone.com	

inferno/ Use Only			
LS	TL	NA	LB
30	RT	30	FT

All fees are due at time of service and do not include applicable taxes. NaturZone management reserves the right to require adjustments to this agreement prior to the initial service being completed. The initial term of this service agreement is for one year and automatically renews unless notified by the client or NaturZone Pest Control with a (30) day written notice of cancellation prior to the renewal date. After the first year, NaturZone may make periodic inflationary increases to the price. The client acknowledges that, unless otherwise specified in this agreement, NaturZone retains ownership of all installed equipment, including but not limited to bait stations and insect light traps.

# **EXHIBIT 14**



Natural Solutions. Guaranteed Protection.

1899 Porter Lake Drive, #103, Sarasota, FL 34240

1-866-390-7378

info@NaturZone.com



# Service Agreement

Location Name:			
Covered Address(s):			
Location Contact:	Phone:	Email:	
Billing Company:			
Billing Address:			
Billing Contact:	Phone:	Email:	
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes must attach a copy of certificate.</i>	Business Type:		

## Scope of Service for Pest Control Services

Covered Areas:			
Covered Pests:	<input type="checkbox"/> Ants <input type="checkbox"/> Roaches <input type="checkbox"/> Rats <input type="checkbox"/> Spiders <input type="checkbox"/> Silverfish <input type="checkbox"/> Wasps <i>*for active nests less than 10ft</i> <input type="checkbox"/> Other		

## Service Details:

Service Type	Frequency	Service Notes	Qty	Per Service

Routine Service includes treatment of high risk areas including but not limited to:

Current Pest Pressures:

Preventative Rodent Details:

Install new stations on property. Special Instructions:

Retrofit existing stations. Special Instructions:

No exterior rodent control included.

Other:

Service Guarantee:

Compensation	Authorization		
Initial Service Fee	NaturZone Representative:		Date:
	Authorized Client Signature:		Date:
	Print Name:		
	Return Signed Agreement To:		

<b>Internal Use Only</b>		
LS	TL	LB
IT	RT	FT

*All fees are due at time of service and do not include applicable taxes. NaturZone management reserves the right to require adjustments to this agreement prior to the initial service being completed. The initial term of this service agreement is for one year and automatically renews unless notified by the client or NaturZone Pest Control with a (30) day written notice of cancellation prior to the renewal date. After the first year, NaturZone may make periodic inflationary increases to the price. The client acknowledges that, unless otherwise specified in this agreement, NaturZone retains ownership of all installed equipment, including but not limited to bait stations and insect light traps.*



# **EXHIBIT 15**



Natural Solutions. Guaranteed Protection.

1899 Porter Lake Drive, #103, Sarasota, FL 34240

1-866-390-7378

info@NaturZone.com



# Service Agreement

Location Name:			
Covered Address(s):			
Location Contact:	Phone:	Email:	
Billing Company:			
Billing Address:			
Billing Contact:	Phone:	Email:	
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes must attach a copy of certificate.</i>	Business Type:		

## Scope of Service for Pest Control Services

Covered Areas:			
Covered Pests:	<input type="checkbox"/> Ants <input type="checkbox"/> Roaches <input type="checkbox"/> Rats <input type="checkbox"/> Spiders <input type="checkbox"/> Silverfish <input type="checkbox"/> Wasps <i>*for active nests less than 10ft</i> <input type="checkbox"/> Other		

## Service Details:

Service Type	Frequency	Service Notes	Qty	Per Service

Routine Service includes treatment of high risk areas including but not limited to:

Current Pest Pressures:

Preventative Rodent Details:

Install new stations on property. Special Instructions:

Retrofit existing stations. Special Instructions:

No exterior rodent control included.

Other:

Service Guarantee:

Compensation	Authorization		
Initial Service Fee	NaturZone Representative:		Date:
	Authorized Client Signature:		Date:
	Print Name:		
	Return Signed Agreement To:		

<b>Internal Use Only</b>		
LS	TL	LB
IT	RT	FT

*All fees are due at time of service and do not include applicable taxes. NaturZone management reserves the right to require adjustments to this agreement prior to the initial service being completed. The initial term of this service agreement is for one year and automatically renews unless notified by the client or NaturZone Pest Control with a (30) day written notice of cancellation prior to the renewal date. After the first year, NaturZone may make periodic inflationary increases to the price. The client acknowledges that, unless otherwise specified in this agreement, NaturZone retains ownership of all installed equipment, including but not limited to bait stations and insect light traps.*

# **EXHIBIT 16**

ACCEPT

DECLINE

Proposal Expires: Jul 09, 2023



## Premier Pro Wash & Seal

813-335-2869

813-335-2869

[premierprowashandseal@gmail.com](mailto:premierprowashandseal@gmail.com)

<https://premierprowashandseal.com>

# Issued

Jan 04, 2023

# PROPOSAL FOR

## DG Farms CDD

16568 emerald blossom dr

Wimauma, FL 33598

## Introduction

Dear Jennifer,

We would like to start by thanking you for the opportunity to present our service(s) to you. At Premier Pro Wash & Seal, we pride ourselves on providing an elite level of service and we look forward to demonstrating that same value to you. We offer something much more than a simple cleaning service; we are a partner!

Please take a moment to get to know us a little better as we have included information regarding the services offered, the clients we service, our credentials, our insurance and contact info, the scope of the work discussed and finally a firm quote. In this packet of information you can accept the quote at any time simply by clicking the "Accept" button at the top of this page. However, if you have any questions please don't hesitate to call us and we will be happy to answer any questions you may have.

Respectfully Submitted,

Jeremy & Tiffany Forrest  
Premier Pro Wash & Seal  
Retired Air Force  
[www.premierprowashandseal.com](http://www.premierprowashandseal.com)  
813-335-2869

## Additional Page

713.015 Mandatory provisions for direct contracts.—

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS [713.001-713.37](#), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

(2)(a) If the contract is written, the notice must be in the contract document. If the contract is oral or implied, the notice must be provided in a document referencing the contract.

(b) The failure to provide such written notice does not bar the enforcement of a lien against a person who has not been adversely affected.

(c) This section may not be construed to adversely affect the lien and bond rights of lienors who are not in privity with the owner. This section does not apply when the owner is a contractor licensed under chapter 489 or is a person who created parcels or offers parcels for sale or lease in the ordinary course of business.

# Proposal

**Presented To:**

DG Farms CDD  
Jennifer Scalercio  
16568 emerald blossom dr  
Wimauma, Fl 33598  
813-460-0147 Cell  
jennifer@breezehome.com

**Service Location:**

16568 emerald blossom dr  
Wimauma, Fl 33598

**Description**

**Amount**

Concrete Cleaning: 1. Clear concrete from any loose debris  
2. Prep concrete with soaps and surfactant to loosen dirt, mold, and normal wear and tear from constant traffic  
3. Let surfactants dwell as needed  
4. Surface clean to provide a deep, thorough and even clean  
5. Rinse thoroughly  
6. Repeat where needed  
7. Post treat afterwards to provide an even longer lasting clean that is applied once the concrete has been cleaned and the pores of the concrete are open to achieve a deeper cleaning

1,995.00

MM: Google Search

<b>Total</b>	1,995.00
<b>Deposit Due (40%)</b>	798.00

**Premier Pro Wash & Seal prices above are the final prices. We do not surprise you when it's time to pay with extra fees afterwards such as sales tax, credit card convenience fees, or a gas surcharge fee.**

# Common Question & Answers for Sealing and Pressure Washing

## Common Paver Sealing Questions and Answers

### Values

Veteran Owned. After serving 20 years and Tiff serving 4 years as an Officer, we live by the creed of doing the right thing. That encompasses having compassion for our customers and one another, being respectful, trustworthy, and having integrity at all times. We are trained and certified by the leading vendors in the State of Florida. We are properly licensed and insured. Our work comes with a guarantee that we will serve you at the highest level you probably have never received from any other small business service company. In short, we are respectful, honorable, and will serve you with the utmost integrity. We will do everything within reason to serve each and every customer at the highest level from beginning to end. The bonus - we have a referral program that rewards you 10% for each new referral you send our way....and....it's unlimited. Use referrals to pay for your cleanings each year!

### What makes your company different or stand out compared to other pressure washing or paver sealing companies?

Our reputation online and offline is second to none - over 500 total 5 Star reviews

We are certified and trained by the leading vendors in the State of Florida

We have a referral reward program that **pays you** simply by referring

We have a money back guarantee

We actually answer and call you back without some motor or banging going on in the background

We will be around next time when you need work done again

We believe in strong communication throughout the process from beginning to end

We are transparent

### How long before we can walk on the pavers?

We recommend waiting a minimum of 4 hours but 24 hours for pets

### When can we put our furniture back?

You can put furniture back 24 hours after sealing; however, floor mats and extremely heavy furniture, we recommend waiting 48 hours

### Do you move the furniture?

For liability reasons, we require the customer to move furniture. We will help if needed to move a few items but only items a homeowner could not move with help. For furniture that needs to be completely removed and put back by us....there will be a \$185 fee

### When can we swim in the pool?

You can swim 24 hours after the sealing is completed

### What about all the sand?

We go far and above most other competitors controlling the excess sand. On average, between 100-400 pounds of sand is needed to fill the joints back to their proper sand levels. Some sand will get in the pool, but we keep it very minimal. Some sand may also get lodged in the door frames of sliding glass doors, but we personally vacuum all the lanai frames, door entrances, and all the popular places the sand likes to collect. In addition, if too much sand gets in the pool than we will have the pool vacuumed if needed.

### How much sealer gets in the pool?

Very minimal. We are extremely careful to limit any overspray of sealer in the pool. One way we do this, unlike many others, is we actually hand paint the sealer on the top and inside of the coping instead of spraying. We also use a shield to prevent overspray on the frames and walls.

### Should the pool be running or turned off while you are working?

Please keep the pool running at all times during our entire process unless specifically advised to turn off by our lead technician. Also, we will remove your skimmer cover prior to sealing to prevent the lid from being sealed on.



### **How long before we can drive on the pavers?**

You must wait a minimum of 48 hours before driving on the pavers. Anything less than 48 hours voids the warranty of the sealer. To prevent tire markings, do not make any tight, hard turns or abrupt stops during the first week

### **What do we tell our landscaping or lawn maintenance contractors?**

We ask that no lawn care is scheduled during the days we are completing your job and to wait a minimum of 48 hours after we have completed sealing before any landscaping or yard maintenance is performed.

### **Will sealing eliminate mold and weeds?**

No, nothing will completely eliminate mold or weeds in our tropical Florida environment. However, the high-grade water-based sealer we use stabilizes the sand in-between the joints which makes it extremely difficult for weeds to grow. On average, our sealer knocks down mold and mildew for most customers about 70%. Conditions such as shade, moisture, rainfall, etc will determine the outcome for each particular situation. A simple, routine maintenance is recommended after sealing. I compare sealing to coating your car....it can still get dirty but cleaning up a car after coating one makes cleaning much, much simpler and easier.

### **How long does your sealer last?**

On average, 2-3 years is a reasonable amount of time to expect for brick pavers. Circumstances such as standing water, direct, prolonged sun exposure, and rainfall are the three factors that seem to affect the sealer's lifespan the most. For covered areas that are out of the direct Florida weather harsh elements...we have seen the sealer last over 3 years for those situations.

### **Do you offer any maintenance programs?**

Yes, we do! Our maintenance program includes a chemical wash cleaning every 6 months to get rid of any organic growth and weeds. Enrolling in the maintenance program will also guarantee you the exact same price then as you received today.

### **Why hire Premier Pro Wash & Seal?**

After a 20-year career in the military, we understand what service before self, integrity, and excellence in all we do mean. Premier Pro Wash & Seal uses the very best sealers on the market and continually seeks advanced training to ensure we are consistently giving our customers our very best.

## **Common Pressure Washing Questions:**

### **Did you know that if a contractor without workman's comp gets hurt on your property that they can sue your homeowners insurance and win?**

We provide proof of insurance and workman's comp for every estimate and STRONGLY encourage homeowners to ask for and have the contractor prove to you they have proper coverage. It is that important

### **What does a driveway cleaning include?**

A standard driveway cleaning includes removal of dirt, algae, mold, mildew, pollen, and tannin stains from the driveway, sidewalks, and front entrance walkway. For corner lots, an extra \$30-50 will be applied.

Stains such as oil, transmission fluid, irrigation and well-water rust stains are not included with a standard driveway cleaning. These issues require a completely different way of cleaning and require specialty made products specifically for these type of stains

### **What does a house wash include?**

A standard house wash includes cleaning and removing all dirt, mold, algae, and pollen from the fascia of the home down. We also remove dirt daubers, wasp nest, and spider webs. The roof and inside/out of a lanai screen is not included for a house wash.

### **What does a screen enclosure (lanai) cleaning include?**

A standard lanai cleaning includes cleaning and removing all dirt, mold, algae, and pollen. We clean the deck of the lanai, the walls of the home within the lanai, and the screens and frames inside/out. Any specialty stain concerns such as BBQ grease, rust, or spills need to be addressed before cleaning.

### **Does your technique damage the paint or screens?**

We prefer to wash homes, screens, and any other sensitive to pressure areas with our soft wash system. This method provides a deep, thorough clean and allows chemistry to provide the cleaning and not just high pressure alone. A soft wash approach is safer and much more effective and efficient

### **Do you move the furniture?**

For liability reasons, we prefer homeowners to move their furniture as much as possible. The good news is for standard pressure washing cleanings, we only ask that sensitive furniture such as rugs, cushions, mats, plants, remote controls, etc be moved prior to our arrival.

We will move the remaining furniture around and clean as we go. If you are unable to move any furniture at all, a minimum of \$185+ furniture removal fee may be applied. Please discuss any issues or concerns about furniture while setting up the appointment

For paver sealing - all furniture, rugs, mats, plants must be moved prior to our arrival. A minimum of \$185+ will be applied for furniture removal needed for sealing

### **Do I need to be home during the time of cleaning?**

No, it is very common for homeowners not to be home during our scheduled cleanings. As long as we have access to the area needing to be cleaned and the water is turned on at the property then homeowners do not need to be home.

### **How do I pay?**

We accept cash, card, and checks

### **How often should I have areas cleaned and washed?**

We recommend every 6-18 months depending on your location

### **I own a pressure washer but when I clean the mold and algae just come right back?**

When washing with just water and pressure alone, you are not killing the root of the problem. Premier Pro Wash & Seal uses a proprietary mix specifically made to clean and kill the spore of the bacteria and fungi growing on your surfaces. Our method of cleaning provides a much longer clean than just pressure and water

### **Why does my house, driveway, fence, or lanai get dirtier quicker than my neighbors just a few blocks away?**

This answer strongly varies depending on location. The rain and humidity alone is going to cause funk but if your property has a ton of shade, is backed up to a pond or some type of water source, and provides a ton of moisture....mold is going to return more rapidly than a property that is in a drier environment with no shade and no water source nearby.

### **Will this kill our plants and other nearby landscaping?**

Premier Pro Wash & Seal will do everything within our powers to limit any harm to plants and grass. One of the best things to do is soak the roots of the plants BEFORE, during, and after treatment. It is when plants drink the chemicals first that sends them into shock. If we fill their roots with water first, the chance of harming landscaping is very minimal. The very rare times we have had plants initially harmed by one of our cleanings, the plants revived quickly after we do two fertilizer and water treatments

### **You cleaned and scrubbed off the dirt daubers but there is still a stain where it was left there?**

This is due to the acidity in a dirt daubers mouth while building the nest. If the nest has been there for a long period of time, a shadow of the nest will remain and at that point. For best results it is encouraged to remove the dirt daubers nest as quickly as possible and not allow the stain to set in the paint.

### **After cleaning my house, there are streaks along my fascia. What is that?**

We call those streaks tiger stripes and they are caused by paint oxidation. The aluminum bleeds through the paint over time causing these stripes that are usually more noticeable after a thorough cleaning removes the dirt and mold that had been covering them up. Oxidation is very normal in Florida due to our constant sun and rain. Repainting is recommended

**Why are rust streaks running down my lanai frames?**

The screws used to bolt down the frames have rusted over time most likely caused by the constant battering of rain and humidity. After a rain or cleaning, sometimes these streaks become more noticeable because the inside of the frames are still drying out and draining even after our crew leaves.

**Some areas are worse than others with the mold, algae, and mildew, why?**

The NORTH side will always be worse than other areas because the North side is typically the shaded side the majority of the day. Mold loves moisture and shade. Also, areas that have lots of tree cover (shade) or back up to a water source (pond, lake, river, etc) are more susceptible to mold and weeds.

**Do you clean windows?**

During a house wash, we do spray and clean the windows with our detergents that is very effective removing any dirt, pollen, algae, or mold on the windows and frames. This gets the outside windows very clean but understand this is not the same clean as a true window cleaning businesses that uses specialized water-fed poles that leaves no streaks.

**Do you clean the inside of gutters?**

Unfortunately, we do not. We clean the outside of gutters but do not manually clean the inside of gutters

**Do you clean oil or transmission spills?**

We no longer offer just oil spill cleanups

**How long is a quote good for?**

6 months

# Sealing and Pressure Washing Warranty, Conditions, and Terms of Service



## Paver Sealing Warranty

Premier Pro Wash & Seal warrants all residential sealing applications against defects in material failure such as cracking, peeling or turning yellow as follows: 2 year residential warranty for pavers that:

1. Have not been sealed before
2. Have been sealed before by Premier Pro Wash & Seal and we are resealing
3. Have been sealed before but the old sealer has been removed (stripped off) and the pavers are back in their natural state

If for any reason, the sealer applied by Premier Pro Wash & Seal shows signs of failing on pavers that have met the criteria listed above - Premier Pro Wash & Seal will take ownership and be responsible for correcting or issuing a refund.

Important: WARRANTY IS VOID IF PREVIOUSLY SEALED unless stripped. This warranty excludes damages caused by failure of any previous coating/sealer, breakdown of substrate, or damage caused by customer abuse or neglect.

“Efflorescence” is not covered by this warranty, but is occasionally covered by the stone manufacturer. According to the ICPI (interlocking concrete pavement institute), “Efflorescence is a natural process, in which a random white haze may appear on the surface of the brick, which is caused by lime or a water soluble calcium oxide that rises to the surface after repeated saturations due to rain or sprinklers. Efflorescence does not affect the integrity of the bricks and will usually resolve itself with time and exposure to the elements.” The proper sealing of concrete brick pavers can either retard or stop completely the efflorescence process due to the moisture protection achieved by sealing. However, this warranty does not state or imply that efflorescence will stop as a result of the sealing process.

In addition, some brick pavers lie in a heavily moisture ridden substrate (due to improper drainage) which may cause the bricks to retain moisture and cloud. Only proper drainage will correct the problem and is not the responsibility of Premier Pro Wash & Seal.

Premier Pro Wash & Seal is not responsible for any natural erosion that may occur based off these abnormal conditions. The Company does not express or imply any length of time the joint sand will remain in the paver joints. Sand erosion most commonly first occurs in areas directly under a roof line where large volumes of water run off, directly under a leaking lanai panel, where the coping meets the pavers, common vehicle traffic areas on driveway, at the bottom of driveways where the water runs down and commonly pools. These are some of the most common losses of sand areas. While there will be loss of sand, we commonly see 50-70% of sand still in tact when resealing is needed 2-3 years later in most areas.

The customer understands that the sealing is only as good as the quality and condition of the bricks that are being sealed. No claim is expressed or implied that we can totally remove all stains prior to application. We remove as much as possible with today's technology, equipment and chemicals, yet some stains such as paint, oils and efflorescence are set deep into the pores of the bricks making total removal impossible without serious damage to bricks. Some stains can only be removed by having the bricks replaced manually.

We cannot guarantee the time frame of when insect intrusion (such as ant invasion), weeds and mold will return. Although, we take many steps to prohibit the growth of mold and weeds, there is no way to warrant the surface free of weeds or mold.

Also, some pavers are much more porous than others. Inconsistency on the same surface can occur from one paver to another, which can impede the level of "sheen" or "shine" on a surface. Premier Pro Wash & Seal does not in any way guarantee your pavers will hold a high shine or any shine at all, as it is paver-by-paver dependent. In addition, no claim is implied on how long the sealer will last (condition, quality and how well the pavers are maintained can effect durability) although we have found that the average life span of the sealer on most conditions is 2-2.5 years.

**Note that the sealer can be slippery in some cases, which we cannot be liable for. This occurs most frequently with travertine or marble stones. A polymer grip can be added to increase traction at no additional expense, which adds a gritty texture to the pavers or travertine.**

Premier Pro Wash & Seal takes many measures and steps to protect any surrounding plant life, foliage, and fish ponds however in some cases, plants/ponds can be damaged if the surrounding soil or water comes in contact with our solutions. In the rare occurrence this happens, we do not take fault if a plant or fish are damaged during the process.

Contracting Premier Pro Wash & Seal gives us the right to re-service, repair and refund invoice amounts of ALL CLAIMS. Customer service is our priority immediately following employee safety. We reserve the right to correct any issues our customers may encounter.

Warranty is subject to change at any time without notice as industry products and processes change throughout time. IT IS STRONGLY SUGGESTED that customers print the current warranty of time of services rendered to ensure they receive proper coverage. This is the only warranty given by the warrantor.

Last revision to warranty made 5 Sept 2022.



## **Pressure Washing Terms and Conditions**

**Legally Binding Agreement:** By signing a contract with Premier Pro Wash & Seal you are signing a legally binding contract for work to be completed at an agreed upon price.

**Product Warranties:** All warranties are limited to those offered by the manufacturers of the products used. Premier Pro Wash & Seal makes no additional warranties. If you ever have a concern regarding our work, Premier Pro Wash & Seal should be notified immediately. Premier Pro Wash & Seal will respond to any concern or complaint within 2 business days. The large majority of the time we are there within the first 24 hours.

**Water Usage:** By signing this agreement, you agree to allow Premier Pro Wash & Seal the right to use an on-site water supply as needed to complete the stated project without compensation. If the water is turned off and Premier Pro Wash & Seal must supply all the water, there will be an additional charge. It is the customer's responsibility to make sure the water supply is on and in working order before we arrive. Additional charges will be applied if water is not available.

**Electrical Usage:** By signing this agreement, you agree to provide Premier Pro Wash & Seal the right to use an on-site source of electricity as needed to complete the stated project without compensation. If an exterior source is required it will be at an additional charge.

**Courtesy:** While Premier Pro Wash & Seal is on location and performing work on your property, you are responsible for keeping all children and pets, as

well as other individuals, away from the work area. Children and pets should be kept off the work surface for at least 1 hour after our work is completed. This is for your safety as well as our own.

**Payments:** Payments to Premier Pro Wash & Seal are due as per the contract schedule and are to be paid by check, credit card, or cash. All balances are **ALWAYS due upon completion of the job**. Any variance to this policy must be agreed upon and in writing on our contract. Late charges will be immediately assessed on all balances not paid in accordance with contract terms. The customer agrees to pay any collection cost incurred by Premier Pro Wash & Seal related to the collection process of outstanding balances.

**Scheduling:** Scheduling in a business whose productivity relies upon the weather can be difficult. Inclement weather may affect scheduling. We try our best to keep scheduling conflicts to a minimum; however, circumstances that are beyond our control may affect your project start and completion dates. You will be notified of any changes.

**Removal & Replacement of Deck Contents:** Removal and replacement of grills, rugs, cushions, deck furniture, planters and any other sensitive items are the responsibility of the homeowner. Should we need to remove items from the deck, we will not be responsible for any damage, breakage or for storage issues. An additional charge may be applied for time and labor devoted to the removal of these items.

**Damages:** Premier Pro Wash & Seal is not responsible for damages due to improperly installed siding or stucco, loose shingles or siding, broken or opened windows, improperly sealed windows and doors, wood rot, defective construction, improperly secured wires, loose or improperly installed gutters and leaders and improper caulking. In every aluminum siding case and in some cases with vinyl siding, the sun and weather will bleach the color or cause fading. Pressure washing, which entails removal of chalky, gritty or failing surface materials may cause the faded aspects of the vinyl or aluminum to stand out. Premier Pro Wash & Seal will not be responsible for such conditions. Premier Pro Wash & Seal will not be responsible for loose mortar that may dislodge during the cleaning process.

**Stains:** Some stains cannot be removed by power washing. Tree sap, mortar, fertilizer stains, hard water stains, artillery fungus, most oil stains, and splatters from stains and paints are examples of materials that cannot be



removed by conventional means. We make every attempt to point these areas out to the customer when quoting the project. Sometimes these stains cannot be removed at all.

Premier Pro Wash & Seal expects your property to be in good repair and weather tight. This includes, but is not limited to all electrical service including receptacles and light fixtures. Doors and windows shall also be weather tight. Premier Pro Wash & Seal is not responsible for damages as a result of water infiltration from poor or improper installation, maintenance or repair of electrical related items or doors or windows. Premier Pro Wash & Seal cannot guarantee removal of artillery fungus from exterior house surfaces. Windows may become water spotted as a result of our services.

Sincerely,

Jeremy & Tiffany Forrest  
Owners

# General Liability and Workmans Comp Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2022

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

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

<b>PRODUCER</b> Joseph D Walters Insurance 4552 Route 51 South  Rostraver Township PA 15012		<b>CONTACT NAME:</b> Joy Burkholder <b>PHONE (A/C, No, Ext):</b> (800) 878-3808 <b>FAX (A/C, No):</b> (724) 929-3738 <b>E-MAIL ADDRESS:</b> joy@jwagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Southern-Owners Insurance Company	<b>NAIC #</b> 10190
<b>INSURED</b> Premier Pro Wash & Seal LLC 7709 Nottinghill Sky Dr  Apollo Beach FL 33572		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 3/22-23 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			68788354	03/29/2022	03/29/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Voluntary Property \$ 5,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Premier Pro Wash & Seal LLC	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/17/2022

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

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

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc.  1 Adp Boulevard Roseland NJ 07068	<b>CONTACT NAME:</b> Automatic Data Processing Insurance Agency, Inc. <b>PHONE (A/C, No, Ext):</b> 1-800-524-7024 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A :</b> Ohio Security Insurance Company</td> <td></td> <td>24082</td> </tr> <tr> <td><b>INSURER B :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A :</b> Ohio Security Insurance Company		24082	<b>INSURER B :</b>			<b>INSURER C :</b>			<b>INSURER D :</b>			<b>INSURER E :</b>			<b>INSURER F :</b>	
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<b>INSURER F :</b>																					
<b>INSURED</b> PREMIER PRO WASH & SEAL LLC  DBA: Premier Pro Wash & Seal LLC 7709 NOTTINGHILL SKY DR APOLLO BEACH FL 33572																					

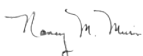
**COVERAGES**      **CERTIFICATE NUMBER:** 2323441      **REVISION NUMBER:**

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

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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	XWS59658354	04/10/2022	04/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

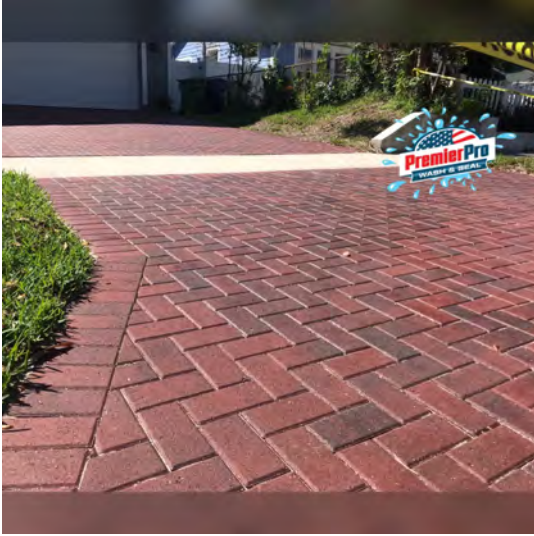
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Insured Locations: 7709 Nottinghill Sky Dr, Apollo Beach, FL 33572; 123 Main st, Richmond, VA 23173

**CERTIFICATE HOLDER**      **CANCELLATION**

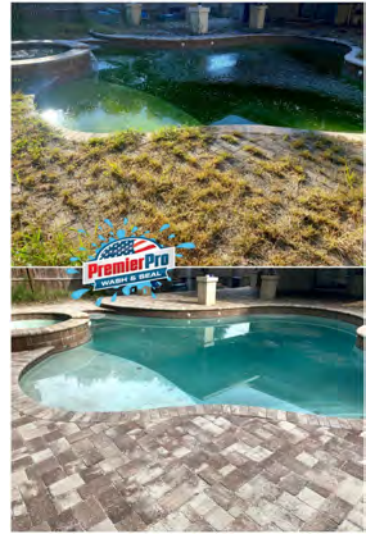
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--

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# Before & After Photos








## Testimonials & Customer Reviews Received

"Jeremy and Tiffany did an amazing job on our pavers. The entire process was superb from start to finish. Our pavers look absolutely gorgeous better than ever. You couldn't ask for a better company to do the job. They cleanup after themselves, do not leave a mess for customers to clean up after they have gone. Their attention to detail was amazing in my opinion. Our driveway pavers were not an easy project to take on and they never hesitated one bit. They were very considerate and attentive to any questions or concerns we might of had. They were always on time and very polite. Excellent customer service. We were treated like family like they would want to be treated and that is extremely hard to find these days. We totally recommend them whole heartedly and will use them again in the future. "

"After seeing what they've done for multiple neighbors I gave them a shot and was not disappointed. Driveway looks new again after 3 years of neglect. I recommend and will use again."

"Jeremy worked with my schedule to stop by and provide a quote, he was knowledgeable and not pushy. Service was done today, and everything looks so fresh! The white paint on my house pops again, the sidewalks are noticeably cleaner than the neighbors and my fence looks brand new! Jeremy put in the extra time to help make our house look presentable for the market."

"Jeremy did a fantastic job washing, sanding and sealing my lanai. He was extremely professional, timely and accommodating. He provided a level of customer service superior to any others that I've experienced in that field. Prior to the clean up and seal, the mold build up was unbearable to look at and almost impossible to maintain. I am so happy that my family can once again enjoy our lanai!

My 1 year old was able to run around barefoot on the lanai tonight and I didn't have a worry in mind. 

"I give Jeremy five stars and beyond. He did a tremendous job on my vinyl fence. It was so dirty with tons of mild spots. Jeremy got them all out and it looks brand new. He's efficient, fast and a true professional. And there isn't any job too big for him. My fence totals over 40 panels. The most important part is he's insured. That provides me piece of mind Thanks Jeremy."

"Jeremy did an awesome job on my pool cage and dock. He was very friendly and honest. I highly recommend him and will use him in any of my future projects."

"Jeremy did a terrific job on our house. There was a significant amount of mold on our house that he removed entirely! He knew what he was doing and treats his customers professionally! Will hire him again."

"Jeremy did an outstanding job cleaning and resealing our lanai. It had be four years since we put the floor in and it now looks as good as the day we put it in. Jeremy is very easy to work with and he is truly a professional in his trade."

"Extremely happy with Jeremy! He was timely and friendly in his quote and questions I had. Which is what made me choose him over his competitors. The whole job was done in one day. The job was done fast and looks amazing. I was not expecting it to look so good. Numerous neighbors have stopped to admire it."

"Jeremy power washed my little rental house. My drive & walkways look really nice. It made me happy to come home and my place be the cleanest on the block. Pricing was just right..bc you think, it's not my house so I don't want to spend the money..except I'm glad I did. I've gotten compliments from my neighbors & I think they're jealous. I recommended Premier Pro Wash & Seal to my rental management company. I hope they use him! Oh, I was really impressed that he moved and put back my plants on the porch. I am incredibly satisfied with the service I received & will be looking forward to recommending him to all my friends."

"Kudos on a great job! Prompt, courteous service done by a professional! Highly recommend Jeremy @ Premier Pro Wash & Seal."

"Great job on my patio and lanai today. Highly recommended!"

"Jeremy pressure washed my home, driveway, and patio today. Him and his crew did an outstanding job!!!

I would definitely recommend his company for ALL your pressure washing needs 😊:) Great company!!!"



## Additional Services

Paver Sealing  
Travertine Sealing  
Paver Stripping Restoration  
Driveway Cleaning  
Concrete Cleaning  
Building Washes  
House Washes  
Pool Screen/Lanai Cleaning  
Pool Deck Cleaning  
Rust Removal  
Fence Cleaning  
Battery Acid Removal

## In Closing

**Thanks for reviewing this proposal Jennifer.** We truly value our customers and we'll provide you a high quality service that you'll remember! If you're not 100% convinced of that then I encourage you to review this proposal again. And please don't hesitate to contact us. You can call or text us at 813-335-2869, reply to the email which has this proposal link in it, or send an email directly to [jeremyforrest77@gmail.com](mailto:jeremyforrest77@gmail.com).

We are standing by ready to take care of your needs! Thank you once again for the opportunity to present our service and pricing to you.

Best Regards,

Jeremy & Tiffany Forrest  
Premier Pro Wash & Seal  
813-335-2869  
[www.premierprowashandseal.com](http://www.premierprowashandseal.com)

# **EXHIBIT 17**



### How Integrity Can Meet Your Property's Needs:

- Competitive pricing
- Schedules that flow with your community's demands
- Minimize disruption to community
- Preventative maintenance programs for concrete surfaces and roofs
- Professional employees that are friendly and courteous
- Established contractor since 2004
- **Protect your owners** from lawsuits:
  - No subcontractors, all workers are our employees and are covered by Worker's Comp in the roofing code
- State-of-the-art equipment to help streamline maintenance and increase production



-

## Proposal of Services



Micah Valladares Jr.  
VP of Sales  
(813) 732-2041  
Micahjr@integritypressurecleaning.com

11/28/22  
DG Farms HOA  
5003 Brickwood Rise Dr.  
Wimauma, FL 33598

### Scope of Work

#### Concrete Cleaning & Treatment

Pressure clean curbs/sidewalks/storm drains at entryway – sidewalks/storm drains starting at bridge up to Ivory Stone Dr. – sidewalks around amenity center and at mailboxes to remove mold, dirt, loose oils and debris from surfaces. Treat concrete with mild bleach solution to remove stubborn mold and keep concrete clean longer.

**TOTAL = \$3,700**

#### Hardscape Cleaning

Chemically treat (mild bleach solution) and rinse (light pressure) playground equipment to remove all mold, dirt and debris from surfaces.

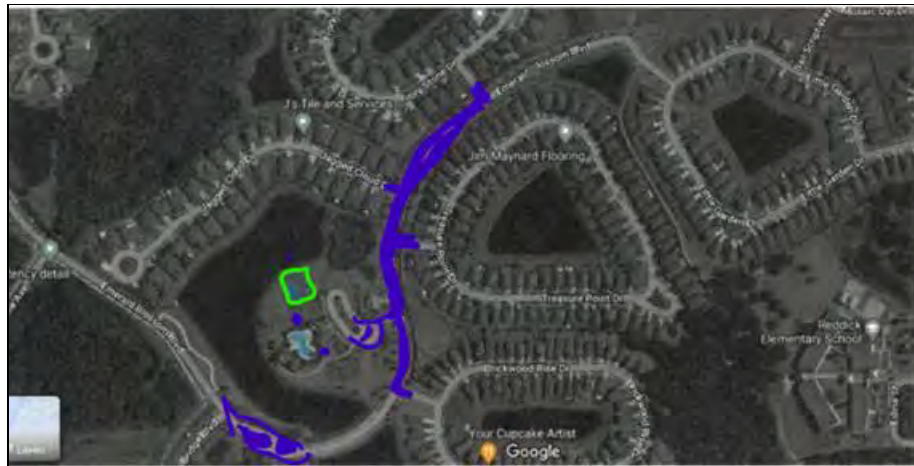
**TOTAL = \$150**

#### Hydrant Meter

Hydrant meter installation and water usage (Hillsborough County)

**TOTAL = \$225**

**GRAND TOTAL = \$4,075**



### Site Plan

- Water source to come from hydrant/hose bibs
- 2-3 man crew onsite to perform work
- Client to ensure residents are noticed regarding schedule if necessary
- Ops manager to visit site periodically

## Project Duration & Payment

➤ 2 days

➤ Net 30

## Terms & Conditions

**General.** This proposal is subject to change without notice and is automatically withdrawn on the 15<sup>th</sup> day following the date of issue if not accepted in writing and a copy of this proposal returned to **INTEGRITY PRESSURE CLEANING, INC.** ("Contractor"). If Customer cancels this prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. By executing this Agreement, Customer and Contractor agree that the liquidated damages amount is not a penalty. Contractor reserves the right to withdraw this proposal at any time prior to its acceptance or to cancel this Agreement prior to commencing work if the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (d) singular words include plural and vice versa.

**Access.** Customer shall provide Contractor with adequate access to electricity, water and other utilities as needed, the work site, and the work area adjacent to the structure. Customer represents to Contractor that all of the existing surfaces are suitable to receive the cleaning and/or work identified in the scope of work. Customer shall provide Contractor with access to deliver and/or remove materials and debris. Prior to the commencement of work, Customer shall provide Contractor with all information necessary to prepare any necessary permitting. Customer and/or owner shall hold harmless and indemnify Contractor from all damages, liabilities, attorney's fees and other expenses incurred as a result of the Customer and/or Customer's failure to fulfill its obligations under this paragraph.

**Payment Terms.** Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby waives the requirements of Florida Statute 489.123. Customer agrees to pay interest at the rate of 1 1/2 % per month (**ANNUAL PERCENTAGE RATE OF 18%**), unless otherwise required by law, on the balance of any and all unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. The total Agreement amount, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the Agreement. No portion of the agreed upon payment may be withheld, back charged or used as a setoff of the agreed upon payment amount without the written consent of Contractor. Customer acknowledges and agrees that it has an independent obligation to pay Contractor. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses incurred whether or not litigation is initiated. Collection matters may be processed through litigation or arbitration at Contractor's sole discretion. If Customer fails to pay Contractor in accordance with this Agreement, then Contractor may, at its sole discretion, suspend performance of all work until full payment is made, and/or terminate this Agreement. If a suspension occurs that is not caused solely by the Contractor, the Agreement sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up. Contractor reserves the right to terminate the Agreement for convenience.

**Site Conditions.** Should the Contractor discover concealed or unknown conditions at the site that vary from those conditions ordinarily encountered and generally recognized as inherent in the work of the character identified in this Agreement, then the Agreement amount shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

**Restrictions and Requirements.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or that differs materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. Prior to executing this Agreement, Customer shall notify Contractor in writing of all property and deed restrictions and/or covenants that relate to or restrict the work contemplated under this Agreement. Contractor shall not be responsible for work performed that does not comply with or conform to the property restrictions or covenants. Customer shall pay Contractor for all work performed in violation of any covenant or restriction if Customer failed to notify Contractor in writing prior to executing this Agreement.

**Customer Protection of Property.** Customer shall be solely responsible for any pre-existing damages to curbs, walkways, driveways, structures, HVAC, utility lines, pipes, gutters, landscaping, appurtenances, or other real or personal property at the project location during work. Unless otherwise specified, there is no specific completion date for Contractor's work. Contractor will perform the work within a reasonable time and in a workmanlike manner.

**Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Hillsborough/Manatee County, Florida**. The non-prevailing party in any legal or equitable action arising out of or relating to this Agreement including arbitration, administrative, appellate and/or bankruptcy proceedings shall reimburse the prevailing party on demand for all attorney's fees, costs, and expenses incurred by the prevailing party in connection with the action.

**Jury Trial Waiver.** In the event there is litigation over the enforcement of a collection matter or construction lien, the parties **KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**

**Damage Limitation.** Customer understands that the services contemplated under this Agreement involve pressure washing and other actions that may cause physical alteration to the site. Customer understands and accepts the risks inherent in the actions used to provide the services and holds Company harmless for any damages resulting from spraying of water or bleach onto areas requested to be cleaned by Customer. Customer also understands and accepts that performance of the work is no guarantee of the removal of stains, mold, mildew or other issues associated with the site and Contractor is in no way liable for any pre-existing conditions that are unable to be cleaned. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits.

**Warranties.** Unless otherwise provided: **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The sole warranty associated with the work will be issued by Roof-A-Cide US, Inc. or one of its affiliates or subsidiaries. This warranty is not issued by Contractor and any claim under the warranty must be made directly to Roof-A-Cide US, Inc. under the terms of the warranty.

**Claims.** It is Customer's duty to notify Contractor in writing within three (3) days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.

**Acts of God.** Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

**Customer Delay.** The Parties agree that the Contractor should be permitted to execute its work without interruption. If Contractor's work is delayed at any time by any act or neglect of Customer and/or Customer's representatives, employees, agents, guests, or invitees, or any other contractor employed by the Customer, or by any changes ordered in the work, then Contractor shall be reimbursed or paid for all additional costs or damages incurred as a result. This shall include damages related to lost use of equipment caused by the delay.

**Working Hours.** The proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.

**Notification.** Customer shall be responsible for notifying its residents of any work performed by Contractor. Customer shall be liable for any delay in work resulting from a resident obstructing or delaying the work.

**Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the documents entitled "Proposal/Contract," "Statutory Warnings," and "Work Authorization" (if applicable), as well as any other document signed by both parties as part of this Agreement. Customer represents that it has read and fully understood the Contract Documents, or has had an opportunity to consult with counsel, prior to executing this Agreement. In the event of a conflict between this Agreement and any other Contract Document, the order of precedence is Work Authorization (to the extent it exists) followed by these terms and conditions.

**Note: Signing this proposal indicates the proposed scope and any sketch outlines above have been reviewed thoroughly. Any additional scope will require an additional cost. This contract may be withdrawn if not accepted in 90 days.**

Printed Name \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

# **EXHIBIT 18**





# **STRATUS**

**CONSTRUCTION & ROOFING, LLC**

Licensed & Insured CCC1326094 CRC026344

**(407) 625-5866**  
2200 Lucien Way #400  
Maitland, FL 32751  
[wagner@stratusroofing.com](mailto:wagner@stratusroofing.com)

**www.STRATUSROOFING.COM**

## **Contract Estimate**

**Subject Property: Sereno by Metro Place**  
**16850 Emerald Blossom Blvd, Wimauma, FL 33598**

### **Repair Scope of Work:**

- Remove and replace approximately 8 broken tiles.
- Re mud approximately 15 ft of cracked mortar.
- Remove approximately 25 tiles around tower.
- Remove underlayment around tower.
- Inspect for bad wood and replace as needed.
- Cut out stucco to remove L flashing around tower.
- Replace with new L Flashing to FI builders code and spec.
- Install new underlayment and roofing cement to seal new L Flashing.
- Re install removed tiles.
- Stucco new L flashing into tower substrate.
- Interior repair included: Texture, paint, DW.

### **Repair Estimate:**

**\$17,968**

### **Disclosure:**

- Stratus Roofing is not responsible for any framing issues, i.e. high trusses or any other framing issues that currently exists.**
- Heavy duty machinery and dumpsters may be needed to perform this project. Due to the weight of these construction tools, Stratus Roofing shall not be held responsible for any damages to driveways, sidewalks, landscaping, irrigation and lawn decorations.**

\_\_\_\_\_  
HOA Rep Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stratus Roofing, Arthur Knapp

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# **EXHIBIT 19**

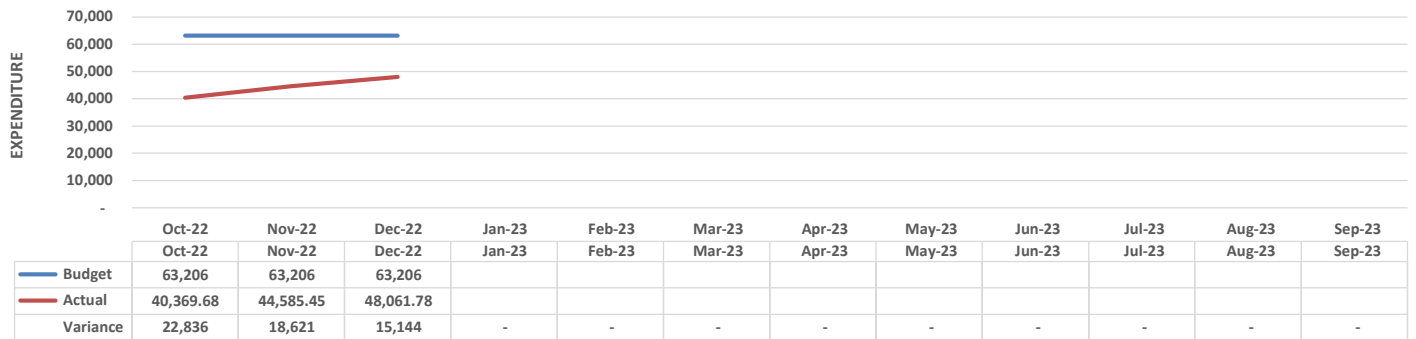
**DG Farms CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**12/31/2022**

	GENERAL FUND 12/31/2022	CONSTRUCTION 2014 A1 12/31/2022	CONSTRUCTION 2016 12/31/2022	CONSTRUCTION 2020 12/31/2022
<b>For The Period Ending :</b>				
CASH BALANCE	\$ 1,001,752	\$ 123,737	\$ 124,820	\$ 335,164
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	572,946	19,670	-	5,518
PLUS: ACCOUNTS RECEIVABLE - OTHER	-	-	-	-
PLUS: DEPOSITS AND PREPAID	5,002	-	-	-
LESS: ACCOUNTS PAYABLE	(44,124)	-	-	-
LESS: DEFERRED REVENUES	(572,946)	(19,670)	(23,548)	(5,518)
LESS: DUE TO DEBT SERVICE	(476,116)	-	-	-
<b>NET CASH BALANCE</b>	<b>\$ 486,514</b>	<b>\$ 123,737</b>	<b>\$ 101,272</b>	<b>\$ 335,164</b>

GENERAL FUND REVENUE AND EXPENDITURES:	12/31/2022 ACTUAL YEAR-TO-DATE	12/31/2022 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 610,500	\$ 303,388	\$ 307,113
EXPENDITURES (YTD)	(145,572)	(198,333)	52,761
<b>NET OPERATING CHANGE</b>	<b>\$ 464,929</b>	<b>\$ 105,055</b>	<b>\$ 359,874</b>
AVERAGE MONTHLY EXPENDITURES	\$ 48,524	\$ 66,111	\$ 17,587
PROJECTED EOY BASED ON AVERAGE	\$ 582,287	\$ 303,388	\$ 278,899

GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:	12/31/2022 ACTUAL YEAR-TO-DATE	12/31/2022 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS ON-ROLL (NET)	\$ 587,338	\$ 303,388	\$ 283,950
ASSESSMENTS OFF-ROLL	-	-	-
MISCELLANEOUS REVENUE	388	-	388
<b>TOTAL REVENUE</b>	<b>587,726</b>	<b>303,388</b>	<b>284,339</b>
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	42,176	47,515	5,339
FIELD SERVICE EXPENDITURES - LANDSCAPE	25,900	54,179	28,279
FIELD SERVICE EXPENDITURES - STREETLIGHTS	22,632	30,100	7,468
FIELD SERVICE EXPENDITURES - POND MAINTENANCE	4,917	4,600	(317)
FIELD SERVICE EXPENDITURES - OTHER	33,751	16,300	(17,451)
AMENITY CENTER EXPENDITURES	16,195	45,639	29,444
UNBUDGETED EXPENDITURES	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 145,572</b>	<b>\$ 198,333</b>	<b>\$ 52,761</b>

**HISTORICAL GENERAL FUND BUDGET VS ACTUAL EXPENDITURES  
COMPARISON**



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

**DG Farms CDD**  
**Balance Sheet**  
**December 31, 2022**

	<u>General Fund</u>	<u>Debt Service 2014 A1</u>	<u>Debt Service 2014 A3</u>	<u>Debt Service 2016</u>	<u>Debt Service 2020</u>	<u>TOTAL</u>
1 <b><u>ASSETS:</u></b>						
2 CASH - OPERATING ACCTS	\$ 1,001,752	\$ -	\$ -	\$ -	\$ -	\$ 1,001,752
3 <b>INVESTMENTS:</b>						
4 REVENUE TRUST FUND	-	18,580	-	5,510	23,266	47,357
5 INTEREST FUND	-	-	-	-	4	4
6 RESERVE FUND	-	105,156	-	119,187	196,144	420,487
7 PREPAYMENT FUND	-	-	-	122	115,751	115,873
8 ACCOUNTS RECEIVABLE	-	-	-	-	-	-
9 ASSESSMENTS RECEIVABLE - ON ROLL	572,946	19,670	-	-	5,518	598,134
10 ASSESSMENTS RECEIVABLE - OFF ROLL	-	-	-	23,548	-	23,548
11 DUE FROM OTHER FUNDS	-	192,331	-	230,242	53,542	476,116
12 DEPOSITS	2,763	-	-	-	-	2,763
13 PREPAID ITEMS	2,239	-	-	-	-	2,239
14 <b>TOTAL ASSETS</b>	<b>\$ 1,579,700</b>	<b>\$ 335,738</b>	<b>\$ -</b>	<b>\$ 378,610</b>	<b>\$ 394,225</b>	<b>\$ 2,688,272</b>
15 <b><u>LIABILITIES:</u></b>						
16 ACCOUNTS PAYABLE	\$ 44,124	\$ -	\$ -	\$ -	\$ -	\$ 44,124
17 DUE TO OTHER FUNDS	-	-	-	-	-	-
18 ACCRUED EXPENSES	-	-	-	-	-	-
19 DEFERRED REVENUE ON-ROLL	572,946	19,670	-	23,548	5,518	621,682
20 <b><u>OTHER LIABILITIES:</u></b>						
21 DUE TO GF	-	-	-	-	-	-
DUE TO DS	476,116	-	-	-	-	476,116
22 DEFERRED REV. OFF ROLL	-	-	-	-	-	-
23 <b><u>FUND BALANCE:</u></b>						
24 NON SPENDABLE	5,002	-	-	-	-	5,002
25 UNASSIGNED	16,583	-	-	-	-	16,583
RESTRICTED FOR DEBT SERVICE	-	206,623	-	223,632	301,942	732,198
26 NET CHANGE IN FUND BALANCE	464,929	109,445	-	131,430	86,764	792,567
27 <b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<b>\$ 1,579,700</b>	<b>\$ 335,738</b>	<b>\$ -</b>	<b>\$ 378,610</b>	<b>\$ 394,225</b>	<b>\$ 2,688,272</b>

## DG Farms CDD

### General Fund

#### Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2022 through December 31, 2022

	FY 2023 Adopted Budget	FY 2023 Budget Year-to-Date	FY 2023 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
<b>1 REVENUE</b>				
2 GENERAL FUND REVENUES	\$ 758,469	\$ 303,388	\$ 587,338	283,950
3 DEVELOPER FUNDING	-	-	-	-
4 INTEREST	-	-	-	-
5 LOT CLOSINGS	-	-	22,774	22,774
6 MISCELLANEOUS REVENUE	-	-	388	388
<b>7 TOTAL REVENUE</b>	<b>\$ 758,469</b>	<b>\$ 303,388</b>	<b>\$ 610,500</b>	<b>\$ 307,113</b>
<b>8 EXPENDITURES</b>				
<b>9 GENERAL ADMINISTRATIVE</b>				
10 SUPERVISORS COMPENSATION	\$ 8,000	\$ 2,000	\$ 2,000	\$ -
11 PAYROLL TAXES	612	153	153	-
12 PAYROLL SERVICES	495	124	151	(27)
13 MANAGEMENT CONSULTING SERVICES	31,000	7,750	7,250	500
14 CONSTRUCTION ACCOUNTING SERVICES	-	-	-	-
15 PLANNING, COORDINATING & CONTRACT SI	36,000	9,000	9,000	-
16 ADMINISTRATIVE SERVICES	6,000	1,500	1,500	-
17 BANK FEES	180	45	-	45
18 MISCELLANEOUS	500	125	600	(475)
19 AUDITING SERVICES	3,600	900	-	900
20 TRAVEL PER DIEM	250	63	-	63
21 INSURANCE	26,261	9,026	9,026	0
22 REGULATORY AND PERMIT FEES	175	175	175	-
23 ROOM RENTAL	600	150	-	150
24 LEGAL ADVERTISEMENTS	2,000	500	79	421
25 ENGINEERING SERVICES	2,500	625	750	(125)
26 LEGAL SERVICES	10,000	2,500	2,613	(113)
27 PERFORMANCE & WARRANTY BOND PREM	-	-	-	-
28 MASS MAILING	2,200	550	-	550
29 WEBSITE HOSTING	2,015	1,640	1,640	-
<b>30 TOTAL GENERAL ADMINISTRATIVE</b>	<b>132,388</b>	<b>36,825</b>	<b>34,937</b>	<b>1,889</b>
<b>31 DEBT ADMINISTRATION</b>				
32 DISSEMINATION AGENT	6,000	6,000	5,000	1,000
33 TRUSTEE FEES	12,560	3,140	1,940	1,201
34 TRUST FUND ACCOUNTING	3,600	900	300	600
35 ARBITRAGE	650	650	-	650
<b>36 TOTAL DEBT ADMINISTRATION</b>	<b>22,810</b>	<b>10,690</b>	<b>7,240</b>	<b>3,451</b>

## DG Farms CDD

### General Fund

#### Statement of Revenue, Expenditures, and Change in Fund Balance For the period from October 1, 2022 through December 31, 2022

		FY 2023 Adopted Budget	FY 2023 Budget Year-to-Date	FY 2023 Actual Year-to-Date	VARIANCE Favorable (Unfavorable)
37	<b>FIELD &amp; PHYSICAL ENVIRONMENT</b>				
38	COMPREHENSIVE FIELD TECH SERVICES	15,000	3,750	3,750	-
39	STREETPOLE LIGHTING	120,400	30,100	22,632	7,468
40	ELECTRICITY (IRRIGATION & POND PUMPS)	14,000	3,500	5,136	(1,636)
41	WATER	10,800	2,700	1,014	1,686
42	LANDSCAPING MAINTENANCE	196,716	49,179	16,601	32,578
43	LANDSCAPING MAINTENANCE - new entrance	-	-	-	-
44	LANDSCAPE REPLENISHMENT	5,000	5,000	9,299	(4,299)
45	IRRIGATION MAINTENANCE	12,000	3,000	365	2,635
46	MANUAL IRRIGATION	-	-	-	-
47	POND MOWING	-	-	-	-
48	POND & LAKE MAINTENANCE	18,400	4,600	4,917	(317)
49	SOLID WASTE DISPOSAL	2,800	700	400	300
50	NPDES & STORMDRAIN INSPECTIONS & REP.	-	-	-	-
51	STREETSWEEPING	-	-	-	-
52	WILDLIFE REMOVAL	3,400	850	-	850
53	GATE MAINTENANCE & REPAIR	5,000	1,250	15,585	(14,335)
54	FOUNTAIN MAINTENANCE & REPAIR	1,700	425	-	425
55	PET WASTE REMOVAL	4,500	1,125	-	1,125
56	HOLIDAY LIGHTING	5,500	5,500	7,000	(1,500)
57	GATE CLICKERS & TRANSMITTERS	3,000	750	-	750
58	MISCELLANEOUS (Well Repairs & Recycle Cont)	2,500	2,000	500	1,500
59	<b>TOTAL FIELD &amp; PHYSICAL ENVIRONMENT</b>	<b>420,716</b>	<b>105,179</b>	<b>87,201</b>	<b>17,978</b>
60	<b>AMENITY CENTER OPERATIONS</b>				
61	POOL & WATER FEATURE SERVICE CONTRA	15,000	3,750	2,550	1,200
62	POOL MAINTENANCE & REPAIR	40,000	10,000	1,800	8,200
63	POOL PERMIT	275	69	-	69
64	AMENITY MANAGEMENT	7,020	1,755	1,750	5
65	AMENITY CENTER CLEANING & MAINTENANCE	7,800	1,950	1,300	650
66	AMENITY CENTER INTERNET	2,400	600	1,177	(577)
67	AMENITY CENTER ELECTRICITY	7,500	1,875	-	1,875
68	AMENITY CENTER WATER	9,300	2,325	3,138	(813)
69	AMENITY CENTER PEST CONTROL	1,400	350	-	350
70	POWER WASH AMENITY	3,000	750	1,000	(250)
71	LANDSCAPE MAINTENANCE	-	-	-	-
72	LANDSCAPE REPLACEMENT - INFILL	5,000	1,250	-	1,250
73	MISCELLANEOUS AMENITY CENTER REPAIR	10,000	2,500	130	2,370
74	AMENITY CENTER FURNITURE REPAIR & RE	15,000	3,750	-	3,750
75	SECURITY SERVICES	46,200	11,550	-	11,550
76	SECURITY MONITORING	660	165	-	165
77	CONTINGENCY	12,000	3,000	3,350	(350)
78	<b>TOTAL AMENITY CENTER OPERATIONS</b>	<b>182,555</b>	<b>45,639</b>	<b>16,195</b>	<b>29,444</b>
79	<b>TOTAL EXPENDITURES</b>	<b>758,469</b>	<b>198,333</b>	<b>145,572</b>	<b>52,761</b>
80	<b>OTHER FINANCING SOURCES (USES)</b>				
81	TRANSFER IN	-	-	-	-
82	TRANSFER-OUT	-	-	-	-
83	<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
84	<b>EXCESS OF REVENUE OVER (UNDER) EXPEN</b>	<b>-</b>	<b>105,055</b>	<b>464,929</b>	<b>359,874</b>
85	FUND BALANCE - BEGINNING	50,664	50,664	21,585	(29,078)
86	<b>FUND BALANCE - ENDING</b>	<b>\$ 50,664</b>	<b>\$ 155,718</b>	<b>\$ 486,514</b>	

**DG FARMS**  
**Cash Reconciliation - General Fund**  
**December 31, 2022**

<b>Balance per Bank Statement</b>	\$ 1,028,268.16
Deposits	
Less: Outstanding Checks	\$ (34,126.03)
Adjusted Bank Balance	<u>\$ 994,142.13</u>

Beginning Cash Balance Per Books	\$ 160,806.48
Cash Receipts	\$ 937,887.72
Cash Disbursements	\$ (104,552.07)
Book Balance	<u>\$ 994,142.13</u>



# **EXHIBIT 20**

1 **MINUTES OF MEETING**

2 **DG FARMS**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Advanced Meeting of the Board of Supervisors of the DG Farms Community Development  
5 District was held on Monday, December 26, 2022 at 6:00 p.m. at the Holiday Inn Express & Suites, 226  
6 Teco Road, Ruskin, Florida 33701.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Thibault called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

10	Beverly Opie-Ortland	Board Supervisor, Chairwoman
11	Andrew Alexandre	Board Supervisor, Vice Chairman
12	Melissa Pearson	Board Supervisor, Assistant Secretary

13 *The following is a summary of the discussions and actions taken at the December 26, 2022 DG Farms CDD*  
14 *Board of Supervisors Advanced Meeting.*

15 **SECOND ORDER OF BUSINESS – Audience Comments– (limited to 3 minutes per individual on**  
16 **agenda items)**

17 - There being none, the next item followed.

18 **THIRD ORDER OF BUSINESS – Business Items**

19 A. Consideration of Resumes for Seat 1

- 20 ➤ Exhibit 1: Katrina Moore
- 21 ➤ Exhibit 2: Don Reichard

22 On a MOTION by Mr. Alexandre, SECONDED by Ms. Ortland, WITH ALL IN FAVOR, the Board  
23 Approved **Don Reichard** for the DG Farms Community Development District.

- 24 ➤ Exhibit 3: Romildo Sanches
- 25 B. Exhibit 4: Oath of Office
- 26 C. Exhibit 5: Form 1
- 27 D. Exhibit 6: Consideration & Adoption of **Resolution 2023-05**, Designating Officers
- 28 - Add Supervisor Reichard to original.
- 29 E. Breeze Field Report
- 30 ➤ Exhibit 7: Field Manager’s Report
- 31 - ADA curb assessment to be received.
- 32 - Roof damage at amenity center. Insurance repairs to be considered. PCT to provide insurance
- 33 information. NTE \$13,765.00. Subject to final review of a proposal with expanded detailed
- 34 scope to not to exceed \$14,000 with final approval by Mr. Alexandre.

35 On a MOTION by Ms. Ortland, SECONDED by Mr. Alexandre, WITH ALL IN FAVOR, the Board  
36 Approved the **Field Manager’s Report** for the DG Farms Community Development District.

- 37 - An email needs to be sent out regarding where to get gate fobs on a quarterly basis.
- 38 - Completed items will be taken off.
- 39 - The magnets at the pool gate need to be replaced.
- 40 - The wall Emerald Blossom requested to be painted due to a difference in color.
- 41 ➤ Exhibit 8: Brightview Site Assessment

- 42 - Hi-rise apartments have caused damage. Questioning who will pay for the damages. Proposal  
43 to be received for the Counsel to strike a letter out to the apartments and the sidewalk.  
44 F. Consideration of Proposals  
45 ➤ Exhibit 9: NaturZone Pest Control- Ground of the Amenity Center, Tennis Court, Basketball  
46 Court, and the Dog Park-\$2,600.000  
47 ➤ Exhibit 10: NaturZone Pest Control- Interior and Exterior of 16820 Lagoon Shore Blvd.-  
48 \$75.00  
49 - Bring a revised scope that includes park tot lot back next month.  
50 ➤ Exhibit 11: Brightview- Apply Top Choice Fire Ant Control- \$1,840.00  
51 ➤ Exhibit 12: Integrity Pressure Cleaning- Concrete Cleaning & Treatment Starting the Bridge  
52 to Ivory Stone Dr., Hardscape Cleaning, Hydrant Meter- \$4,075.00  
53 - Bring back secondary proposal for next month.

54 **FOURTH ORDER OF BUSINESS – Consent Agenda**

55 On a MOTION by Mr. Alexandre, SECONDED by Ms. Ortland, WITH ALL IN FAVOR, the Board  
56 Approved the **Consent Agenda** for the DG Farms Community Development District.

- 57 A. Exhibit 13: Acceptance of the November Unaudited Financial Statement  
58 B. Exhibit 14: Consideration for Approval – The Minutes of the Board of Supervisors Regular  
59 Meeting Held November 28, 2022

60 **FIFTH ORDER OF BUSINESS – Staff Reports**

- 61 A. District Manager  
62 - A police report is needed for the bathroom damages.  
63 - Inquires if the apartment on Sereno Bridge Blvd. will be sold or be maintained.  
64 B. District Attorney  
65 - There being none, the next item followed.  
66 C. District Engineer  
67 - There being none, the next item followed.

68 **SIXTH ORDER OF BUSINESS – Audience Comments - New Business**

- 69 - A resident asked for a status on the streetlights on Mosaic Court, is TECO or Greenleaf  
70 installing the lights for the district.  
71 - A resident mentioned the trash within the loop has not been picked up by the contractors, is the  
72 HOA able to contact DR Horton and request they asses this area.  
73 - A resident mentioned a crack in the pool, a vendor for this issue is currently being sought out.  
74 - A resident inquired if there is a date for the gate repair.

75 **SEVENTH ORDER OF BUSINESS – Supervisors Requests**

- 76 A. Discussion of Community Involvement Projects – Presented by Ms. Ortland  
77 - During Hurricane Ian, community fence panels came down. A portion of the panels fell on  
78 community property, is this CDD or DR Horton responsibility.  
79 - 650 new homes within the community.  
80 - The CDD replaced the fence on Westlake. The council to disclose if the funding was received  
81 back from the resident.  
82 - Questioned if the ADA swing set can be lowered for the younger population.

83 **EIGHTH ORDER OF BUSINESS – Adjournment**

84 Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to  
85 adjourn the meeting. There being none, Mr. Alexandre made a motion to adjourn the meeting.

86 On a MOTION by Mr. Alexandre, SECONDED by Mr. Lawson, WITH ALL IN FAVOR, the Board  
87 adjourned the meeting for the DG Farms Community Development District.

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

91 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
92 **meeting held on \_\_\_\_\_.**

93 \_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

94 **Title:**     **Secretary**     **Assistant Secretary**

**Title:**     **Chairman**     **Vice Chairman**

# **EXHIBIT 21**

**INDEMNIFICATION AGREEMENT**

**Recitals**

Whereas, Epperson South Homeowners Association, Inc. (the "Association") is a Florida homeowners' association governed by Chapters 720 and 617, Florida Statutes, and

Whereas, the Association is the entity charged with enforcing the Declaration of Covenants, Conditions, and Restrictions for Epperson South Homeowners Association, Inc., as amended and recorded in the public records of Pasco County, Florida, and any associated Rules and Regulations (the "Declaration"), and

Whereas, Article X, Section 7 of the Declaration, as amended, provides that overnight parking on paved streets is not allowed in the District; and

Whereas, the Epperson North Community Development District (the "District") owns the streets in the community known as Epperson North; and


Whereas, the parties desire that the Association assume responsibility for enforcement of the Declaration, up to an including towing vehicles from the streets.

Therefore, for ten dollars, the above and other good and valuable consideration, the parties agree as follows:


**Terms and Conditions**

- 1) The above recitals are incorporated herein by reference and made part hereof.
- 2) The Association shall indemnify, defend, and hold the District harmless from any and all complaints, suits, liabilities, claims, harm, injuries, or damages to person or property, arising in any manner whatsoever from the Association's enforcement of Article X, Section 7, of the Declaration, and the towing of vehicles on the District's streets by the Association's towing contractor, including, without limitation, attorneys' fees and costs incurred by the District.
- 3) The Association shall retain a towing company to tow vehicles from the District's streets and shall require in its towing contract that the towing company follow the statutory procedures outlined in Section 715.07, Florida Statutes.
- 4) The Association shall cause the towing company to add the Association and the District as an additional insured on the towing company's liability and casualty insurance policy unless the District approves otherwise, which approval shall be in writing and may be conditioned, withheld or delayed by District.
- 5) Nothing herein shall be deemed a waiver of the District's sovereign immunity or limits of liability beyond any statutorily 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 statutes.

**EPPERSON SOUTH  
HOMEOWNERS ASSOCIATION, INC.**

By:   
Print Name: John Ryan  
As: Its President  
Date: 1-11-22

**EPPERSON NORTH  
COMMUNITY DEVELOPMENT DISTRICT**

By:   
Print Name: Michael Lawton  
As: Chairman  
Date: 1-7-22