

Reserve at Pradera Community Development District

Board of Supervisors' Regular Meeting November 16, 2023

District Office: 2700 S. Falkenburg Road, Suite 2745 Riverview, Florida 33578

www.reserveatpraderacdd.org

Professionals in Community Management

RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · Riverview, Florida · (813) 533-2950</u> <u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u> <u>www.reserveatpraderacdd.org</u>

Board of Supervisors	Jayson Caines Maya Wyatt Nicholas Perrette Charla Johnson Heidi Tayman	Chair Vice Chair Asst. Secretary Asst. Secretary Asst. Secretary
District Manager	Christina Newsome	Rizzetta & Company, Inc.
District Attorney	Scott Steady	Burr Forman, LLP
District Engineer	Kyle Thornton	Halff Associates, Inc.

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

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

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

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

RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA · (813) 533-2950 MAILING ADDRESS – 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614 WWW.RESERVEATPRADERACDD.ORG

November 15, 2023

Board of Supervisors Reserve at Pradera Community Development District

REVISED FINAL AGENDA

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reserve at Pradera Community Development District will be held on **Thursday, November 16, 2023, at 6:00 p.m.** at the Riverview Public Library, located at 9951 Balm Riverview Rd, Riverview, Florida 33569. The following is the agenda for this meeting:

	CALL TO ORDER/ROLL CALL AUDIENCE COMMENTS
	BUSINESS ADMINISTRATION
0.	A. Consideration of Minutes of the Board of Supervisors
	Regular Meeting held on October 26, 2023
	B. Consideration of Operations and Maintenance
	Expenditures for October 2023Tab 2
4.	STAFF REPORTS
	A. Aquatics Services
	1. Presentation of Waterway Inspection Report
	2. Update on Contact Verbiage
	B. Landscape Inspection Services
	1. Presentation of Landscape Inspection Report
	C. District Counsel
	 Update on Letters Sent to HOA
	2. Presentation of TCM AddendumTab 5
	3. Presentation of Aqua Sentry Contract AddendumTab 6
	4. Update on Security Services
	D. District Engineer
	1. Update on Light on Balm Riverview
	2. Pond 12 Conservation Sign Update
	E. District Manager
E	1. Presentation of District Manager's ReportTab 8 BUSINESS ITEMS
5.	A. Discussion of Exercise Equipment
	B. Presentation on Securiteam Surveillance Proposal
	C. Presentation of Janitorial ProposalsUSC
	D. Presentation of Access Panel and Shelf Repair ProposalUSC
	E. Presentation of Column Lights at Front EntranceUSC
	F. Consideration of Entrance Fountain Repair
	G. Consideration of Architectural Fountain Maintenance
	H. Consideration of Luxury Stoneworks Proposal

6. SUPERVISOR REQUESTS 7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact us at (813) 533-2950.

Sincerely,

Christina Newsome

Christina Newsome District Manager Tab 1

1	I	MINUTES OF MEETING			
2 3 4 5 6	Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.				
7 8		RESERVE AT PRADERA NITY DEVELOPMENT DISTRICT			
9 10 11 12	The meeting of the Board of Supervisors of the Reserve at Pradera Community Development District was held on Thursday, October 26, 2023, at 10:32 a.m. at the offices of Rizzetta & Company, Inc. located at 2700 S. Falkenburg Road, Suite 2745, Riverview, Florida 33578.				
13 14 15	Present and constituting a quo	prum:			
16 17 18 19 20	Jayson Caines Maya Wyatt Nicholas Perrette Charla Johnson Heidi Tayman	Board Supervisor; Chair Board Supervisor; Vice-Chair Board Supervisor; Asst. Secretary Board Supervisor; Asst. Secretary Board Supervisor; Asst. Secretary			
21 22 23	Also present were:				
23 24 25 26 27 28 29 30	Christina Newsome Scott Steady Kyle Thornton John Fowler Doug Agnew Bill Leavens	District Manager; Rizzetta & Co., Inc. District Counsel; Burr Forman LLP (via Phone) District Engineer; Halff Associates, Inc (via Phone) Landscape Inspection Services Manager; Rizzetta & Co., Inc. Representative; Advanced Aquatic Representative; LMP			
30 31 32	Audience:	Not Present.			
33 34	FIRST ORDER OF BUSINESS	Call to Order			
35 36	Ms. Newsome called the meeting to c	order and read the roll call.			
37 38	SECOND ORDER OF BUSINESS	Audience Comments			
39 40	There were no audience comments.				
41 42 43	THIRD ORDER OF BUSINESS	Consideration of Minutes of Board of Supervisors Regular Meeting held on September 21, 2023			
44 45 46	The Board directed Staff to upload amended minutes to the District's website.				

On a Motion by Ms. Johnson, seconded by Ms. Tayman, with all in favor, the Board of Supervisors approved the minutes of the Board of Supervisors regular meeting held on September 2023, for the Reserve at Pradera Community Development District.

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Consideration of Operations and Maintenance Expenditures for September 2023

On a Motion by Mr. Perrette, seconded by Ms. Tayman, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures report for September 2023 (\$76,001.92), for the Reserve at Pradera Community Development District.

53 **FIFTH ORDER OF BUSINESS**

Staff Reports

A. Aquatics Services

FOURTH ORDER OF BUSINESS

1. Presentation of Waterway Inspection Report

During the meeting, Mr. Agnew presented the Waterway Inspection Report to the Board. He informed them that the ongoing issue of spatterdock in the ponds is being closely monitored. Mr. Agnew explained that the sludge in Pond 11 is due to decomposing plant matter, but he reassured the Board that it will be clearing up soon. In addition, he stated that he will be submitting an updated contract for the Board to review at the November meeting. This contract will list any additional services and treatments that were requested by the Board.

B. Landscape Inspection Services

1. Presentation of Landscape Inspection Report

Mr. Fowler was present during the meeting and delivered the Landscape Inspection Report to the Board. He updated the Board about the need to remind LMP to edge around the field of the commercial property. The Board informed Mr. Leavens, who is with LMP, that they have not received a weekly landscape report despite requesting it. Mr. Leavens assured the Board that he would follow up with Mr. Manfrin and remind him to distribute weekly reports to the Board.

2. Discussion of Landscape Options for Cul-de-sac

The Board requested Hardscape design plans to be reviewed at the November meeting. Mr. Leavens informed the Board that he would follow up with David and request a hard date for palm trimming.

C. District Counsel

Mr. Steady was present via phone. During the meeting, Ms. Newsome provided the Board members with a concise summary of the new insurance measures that require the attorney to fully attend all future Board meetings. The District Counsel will also communicate with the HOA manager regarding the letters that were sent regarding fencing, and will follow up with the Board on the matter.

D.	District Engineer	
	loss and removal of the splash could be placed in that area. T asked the District Engineer to	phone. During the meeting, the Board discussed pad, and reviewed some options for structures the hey also brought up the light on Balm Riverview follow up with a report for the Board. Additionally, noton to research any restrictions regarding the a signs around Pond 12.
Supervisor	rs motioned to obtain three bids f	y Ms. Johnson with all in favor, the Board of rom contractors with options for the splash pad Reserve at Pradera Community Development
Ε.	District Manager 1. Presentation of Distric	ct Manager's Report
	Ms. Newsome reminded the Bo 2023, at 10:30 a.m.	oard of the next meeting on Thursday, November
	•	District Manager Report to the Board. The Board ok on the placement and location of the new pool
Supervisor when the	rs motioned for District Manager	by Ms. Tayman with all in favor, the Board of to include the dollar amount on reports if and et, for the Reserve at Pradera Community
	A checklist has been created a	and will be added as an addendum to the contrac
Supervisor sent to Dis	rs motioned to approve a checkli	by Ms. Wyatt with all in favor, the Board of ist as an addendum to the contract, this will be nd authorized the Chair to sign outside of the nunity Development District.
Supervisor	rs motioned to obtain quotes f	Ms. Johnson with all in favor, the Board of for janitorial services to be reviewed at the dera Community Development District.
	The Board instructed the Distri Community Maintenance.	ict Counsel to send a notice to cure to Total

On a Motion by Mr. Caines seconded by Mr. Perrette with all in favor, the Board of Supervisors adopted Resolution 2024-01, Adopting the Amended Budget for Fiscal Year 2022-2023, for the Reserve at Pradera Community Development District. SEVENTH ORDER OF BUSINESS Presentation of Fiscal Year

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On a Motion by Mr. Caines seconded by Ms. Johnson with all in favor, the Board of Supervisors accepted Fiscal Year 2021-2022 Final Audit, for the Reserve at Pradera Community Development District.

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126 EIGHTH ORDER OF BUSINESS127

Discussion of Display Case Usage

Consideration of Securiteam

Discussion of Aqua Sentry Contract

Discussion of Exercise Equipment

Card Reader Proposal

2021-2022 Final Audit

The Board reviewed and discussed submitted bulletin and event calendar items, and agreed that
 displaying them is beneficial.

132 NINTH ORDER OF BUSINESS

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The Board reviewed and discussed the proposal for Securiteam Card Readers. They decided to replace the current card readers, except those used for the basketball courts, which will remain on a set timer.

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On a Motion by Ms. Wyatt seconded by Mr. Perrette with all in favor, the Board of Supervisors motioned to obtain a revise quote with two card readers identifying which locations are being replaced, for the Reserve at Pradera Community Development District.

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140 TENTH ORDER OF BUSINESS

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On a Motion by Ms. Tayman seconded by Ms. Johnson with all in favor, the Board of Supervisors motioned to accept the revised contract from Aqua Sentry, District Counsel will review and prepare an addendum to the updated contract, for the Reserve at Pradera Community Development District.

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143 ELEVENTH ORDER OF BUSINESS

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During the Board meeting, the topic of discussion was the exercise equipment. Ms. Johnson will be reaching out to a vendor to request a bid for repairing the equipment. As per Ms. Tayman's suggestion, pictures of the exercise equipment will be sent to highlight a potential hazard that needs to be addressed. The staff will be working to gather more bids for repair of the exercise equipment.

150151 TWELFTH ORDER OF BUSINESS

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Discussion of Temporary Meeting Location Change

During the meeting, the Board addressed the temporary change in the location of their meetings. It was mentioned that due to a mechanical fire at the Riverview Library, the meeting location had

156 been shifted back to the Riverview office. The Board was informed that if the fire has been

157 resolved and the meeting space is available, the meetings will move back to the Riverview Public Library starting in November. 158 159 160 THIRTEENTH ORDER OF BUSINESS **Discussion of Pool Security** 161 162 The board discussed terminating the contract with Envera and replacing them with Securiteam, who 163 already handle access card monitoring. 164 FOURTEENTH ORDER OF BUSINESS **Supervisor Requests** 165 166 167 Mr. Perrette brought up concerns about the use of motorcycles on the walking trails. The District Counsel has agreed to investigate the issue and report back to the Board with their findings. 168 Additionally, Ms. Wyatt requested that the DDD fence and dog park be removed to assess the 169 170 damage caused by the hurricane. 171 172 FIFTEENTH ORDER OF BUSINESS Adjournment 173 On a Motion by Mr. Perrette, seconded by Mr. Wyatt, with all in favor, the Board of Supervisors adjourned the meeting at 1:02 p.m., for the Reserve at Pradera Community Development District. 174 175 176 177

178 Assistant Secretary

Chair / Vice Chair

Tab 2

RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · RIVERVIEW, FLORIDA MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

Operation and Maintenance Expenditures October 2023 For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2023 through October 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: \$29,261.90

Approval of Expenditures:

____ Chairperson

_____ Vice Chairperson

____ Assistant Secretary

Reserve at Pradera Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2023 Through October 31, 2023

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
Aqua Sentry	100233	9911	Pool Service Contract 10/23	\$	893.75
Charla G Johnson	100230	CJ092123	Board of Supervisors 09/21/23	\$	200.00
Heidi A Tayman	100231	HT092123	Board of Supervisors 09/21/23	\$	200.00
Hillsborough County BOCC	ACH	3629519463 8/23	12051 Palmera Reserve Drive 08/23	\$	306.66
Innersync Studio, Ltd	100234	21707	Website Services 10/23	\$	384.38
Jerry Richardson Trapper	100235	1809	Wildlife Services 10/23	\$	1,100.00
Landscape Maintenance Professionals, Inc.	100236	179084	Pest Control Services 09/23	\$	500.00
Nicholas Perrette	100232	NP092123	Board of Supervisors 09/21/23	\$	200.00
Rizzetta & Company, Inc.	100228	INV0000084019	Assessment Roll Preparation FY 23/24	\$	5,569.00
Rizzetta & Company, Inc.	100229	INV0000084115	District Management Services 10/23	\$	4,670.58
Spectrum	ACH	24908284091923	Internet Service 09/23	\$	167.97
TECO	ACH	TECO Summary 09/23	Tampa Electric Summary 09/23	\$	14,019.56
Total Community Maintenance, LL	C 100237	6040	Monthly Cleaning & Maintenance 10/23	\$	1,050.00

Report Total

\$ 29,261.90

Tab 3



Reserve at Pradera

Community Development District



Waterway Inspection Report

Reason for Inspection: Quality Assurance

Inspection Date:

11/7/2023

Prepared for:

Reserve at Pradera Community Development District

Prepared by:

Tom Donaghy, Service Manager Doug Agnew, Senior Environmental Consultant

www.AdvancedAquatic.com



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Site Map	9
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Site Assessments

Pond 1

Comments:

Normal Growth Observed

Torpedograss and Spatterdock observed. Will be treated on scheduled treatment date 11-9.



Pond 2

Comments:

Site Looks Good

Very minor amount of Algae observed . Will be treated on scheduled treatment date 11-9.

Very healthy amount of Native Jointed Spikerush observed along a portion of the shoreline.





Site Assessments

Pond 3

Comments:

Normal Growth Observed

Trace amount of Slender Spike Rush along the shoreline observed. Will be treated on next scheduled visit 11-9.



Pond 4

Comments:

Requires Attention

Trace amount of Eel grass and Spatterdock observed. Will be treated on the next scheduled visit 11-9 and again with boat on 11-22.





Site Assessments

Pond 5

Comments:

Normal Growth Observed

Trace amount of Spatterdock observed. Will be treated on the next scheduled visit 11-9 and by boat on 11-22.



Pond 6

Comments:

Requires Attention

Spatterdock observed. Will be applying a specialized treatment on 11-9 due to the lack of a boat launch. Will be using a granular aquatic herbicide with a slow release active ingredient to treat this area. Also utilizing Sonar (a systemic aquatic herbicide) as a long term treatment strategy.





Site Assessments

<u>Pond 7</u>

Comments:

Normal Growth Observed

Small amount of Spatterdock and Hydrilla observed. Will be treated next scheduled visit 11-9 and also with boat 11-22.



Pond 8

Comments:

Normal Growth Observed

Small amount of Spatterdock observed. Will be treated 11-9 and 11-22.

Very healthy amount of Native Jointed Spikerush observed along a portion of the shoreline.





Site Assessments

Pond 9

Comments:

Normal Growth Observed

Pennywort observed. Will be treated next visit 11-9.



Pond 10

Comments:

Site Looks Good

Very little amount of Algae, Torpedograss, or Spatterdock observed at this time. Will be treated next visit 11-9.





Site Assessments

Pond 11

Comments:

Site Looks Good

Some defoliated Spatterdock stems remain from previous treatments. Will treat 11-9 and 11-22.

Very healthy amount of Native Jointed Spikerush observed along a portion of the shoreline.



Pond 12

Comments:

Normal Growth Observed

Alligator weed, Torpedograss and very minor amount of Spatterdock observed. Will be treated 11-9 and also with boat 11-22. We will remove yellow barrier as well on 11-22.





Site Assessments

Pond 13

Comments:

Normal Growth Observed

Torpedograss and trace amount of Spatterdock observed along with previously treated Torpedograss and Cattails that are decomposing under the water in the shallow area. Will treat 11-9.



Pond 14

Comments:

Normal Growth Observed

Spatterdock observed. Will be treated 11-9 and also with boat 11-22.





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Tab 4

THE RESERVE AT PRADERA

LANDSCAPE INSPECTION REPORT



November 2nd, 2023 Rizzetta & Company John Fowler – Landscape Specialist



General Updates, Recent & Upcoming Maintance Events

- > Fertilizer ban has been lifted. What is the current fertilizer schedule?
- > Ant mounds are starting to form throughout the district.

The following are action items for LMP Landscaping to complete. Please refer to the item # in your response listing action already taken or anticipated time of completion. Red text indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. Green text indicates a proposal has been requested. Blue indicates irrigation. <u>Underlined text</u> is for Board attention.

- 1. Annuals have been removed and asking if approved for installation.
- 2. <u>Treat the broadleaf turf weeds within the</u> pool area next to the pavers.
- Diagnose and treat the declining Juniper in the island of the parking lot at the community pool. Remove any dead or diseased material.
- 4. Diagnose and treat the declining Loropetalum lining the outside of the parking lot of the community pool.
- 5. Treat weeds in the pavers on the pool deck of the community pool.
- 6. Treat the weeds in the playground mulch behind the community pool.
- 7. Treat the ants in the beds and along the sidewalk around the community pool.
- There is a fountain grass behind the pool that is in decline. Can we cut this back, treat, and will it survive? (Pic. 8>)
- Noting the dead shrubs and Magnolia still line the fence along Balm Riverview ROW. I do not notice any new shrubs dying out. Need to ensure vines are kept of the shrubs.

- 10. Remove the low hanging Spanish Moss in the Red Maple Trees on Balm Riverview ROW South of the community entrance.
- 11. Noting the palms have been pruned throughout the district and look good.
- 12. Noting weed control in the beds and joint cracks are much improved. There are still a couple on the sidewalks along Pradera Reserve Blvd.
- 13. Noting there still is a dead palm tree on Pradera Reserve Blvd. near the North roundabout of Pradera Reserve Blvd. and Palmera Vista Blvd. on the Southeast side.
- 14. Treat ants along the sidewalks showing on Pradera Reserve Blvd. ROWs.





PRB & Parks

15. The Bismark Palm looks off color behind the monument at the Pradera Reserve Blvd. and Balm Riverview Rd. intersection. Diagnose and treat if needed. The district across the street have lost a couple due to weevil infestation. (Pic. 15)



- 16. Clean out dead material in the Irises at Quackgrass Ct. roundabout bed.
- 17. Broadleaf turf weeds have diminished at the Quackgrass Ct. roundabout. There are still a few present and may need another treatment.
- 18. LMP continues to maintain the rings sprayed out around the signs at paw park. I thought we were going to let these grow back. I feel they should be sodded under warranty. (Pic. 18)



- 19. Remove dead fronds in the Pygmy Date Palms near the Estancia monument on the Northwest side of the Pradera Reserve Blvd. and Palmera Vista Blvd. North roundabout.
- 20. Treat the ant mounds in the tree rings, along the sidewalks, and in the field at the park of Grassland Way.
- 21. Diagnose and treat the declining Juniper in the median of Pradera Reserve Blvd. Remove any dead or diseased material.
- 22. Investigate the declining palm on the Southeast corner intersection of Pradera Reserve Blvd. and Palmera Vista Blvd. This appears that it will not make it.
- 23. There are some ruts on the South berm on Pradera Reserve Blvd. near the South roundabout shared with Palmera Vista Blvd. This needs to be repaired before it gets worse. (Pic. 23)



24. Noting the leaning tree is still present at the Greenchop PI. roundabout. I believe LMP has sent a proposal on this.



Tab 5

FIRST ADDENDUM TO AGREEMENT BETWEEN TOTAL COMMUNITY MAINTENANCE, LLC AND RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT FOR CLEANING AND MAINTENANCE.

This First Addendum ("First Addendum") is made and entered into this 16th day of November, 2023, by and between:

Reserve at Pradera Community Development District, a local unit of specialpurpose government established pursuant to Chapter 190, Florida Statutes, located in Hillsborough County, Florida, whose address is c/o Rizzetta & Company, 2700 S. Falkenburg Rd, Suite 2745, Riverview, Florida 33578 ("Owner") and

Total Community Maintenance, LLC, with a mailing address at 4520 Charter St. Zephyrhills, FL 33543 ("Contractor").

RECITALS

WHEREAS, the District previously entered into the Agreement between Total Community Maintenance, LLC and Reserve at Pradera Community Development District for Cleaning and Maintenance Services dated June 7, 2020; ("Agreement") and

WHEREAS, the Owner and Contractor wish to increase the monthly amount due and add additional required details to the Work pursuant to the Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the "Parties"), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this First Addendum.

Section 2. Section 1.1. Contractor's Obligation pursuant to the Agreement shall be amended to include the following details of the Work:

(a) **Clubhouse**

Bathrooms

- o Clean toilet (inside/out).
- Sweep floor & walls.
- Empty trash.
- Re-fill paper towels & soap.
- Change the light bulb as necessary.
- Report any damage or issues to Sam/Owner Contact.

Pool Deck

- Empty trash cans (2).
- Pick up and blow off deck debris.

- Wipe & disinfect inside & outside of drinking fountain.
- Report and damage or issues to Sam/Owner Contact.

(b) **Tot Lot**

- (1) Empty trash can.
- (2) Pick up any loose trash/debris.
- (3) Report any damage or issues to Sam/Owner Contact.

(c) Basketball Court

- (1) Empty trash can.
- (2) Pick up any loose trash/debris.
- (3) Blow off courts (2)
- (4) Report any damage or issue to Sam/Owner Contact.

(d) **Dog Park**

- Empty trash can.
- Pick up any loose trash/debris.
- Re-Stock poop bag dispenser.
- Report any damage or issues to Sam/Owner Contact.

The Work shall be conducted three (3) times per week.

Section 3. Article II Payment, of the Agreement shall be amended to provide for a total monthly payment of \$1,050.00 per month.

Section 4. All other provisions of the Agreement remain in full force and effect.

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

Total Community	Maintenance,	LLC
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By:	
Name:	
Title:	

Reserve at Pradera Community Development District

By: _____

Name:

Title: Chair of the Board of Supervisors

Tab 6

AGREEMENT FOR CLEANING AND POOL MAINTENANCE SERVICES

The following terms and conditions shall constitute a binding legal contract (the "**Contract**" or "**Agreement**") between RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT c/o Rizzetta & Company, 2700 S. Falkenburg Rd, Suite 2745, Riverview, Florida 33578 ("**Owner**") and AQUA SENTRY, INC., a Florida Profit Corporation, 13194 U.S. Highway 301 S., Suite 154, Riverview, FL 33578 ("**Contractor**"):

In Consideration of the mutual covenants and conditions hereinafter set forth in the Contract and this Contract, the parties agree as follows:

1.1 Contractor shall perform all work and supply all equipment and labor necessary for cleaning and maintenance of the Owner's pool, in accordance with industry standards, as described in the Contractor's "Description of Services" attached hereto as Exhibit A and incorporated herein by reference (the "Work"), in accordance with the terms and conditions set forth herein and in Exhibit A.

1.2 Contractor acknowledges that it has visited the District's facilities ("**Premises**"), and is familiar with all of the existing conditions that may affect the Work.

1.3 Contractor shall use all due care to protect the property of the Owner, its residents, and owners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

1.4 Contractor shall take all necessary precautions to keep the Premises free of safety hazards, and shall protect all materials and equipment from loss and damage, including theft and damage by weather. Contractor agrees that the prevention of accidents to workers engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction. Contractor shall comply with the reasonable recommendations of insurance companies having an interest in the Work.

1.5 Contractor agrees to comply with all federal, state and local laws, codes and regulations and all municipal laws, building codes, ordinances and regulations, in force at the commencement of the Work, applicable to the Work to be performed under this Contract and to obtain at its own expense all licenses necessary for the performance of the Work. Contractor shall pay all taxes, assessments and premiums under the Federal Social Security Act, any applicable Unemployment Insurance, Workmen's Compensation Act, Sales Tax, Use Tax, Personal Property Taxes or other applicable taxes or assessments now or hereafter in effect and payable by reason of or in connection with any part of the Work.

1.6 Contractor shall keep the Premises free and clear from all liens and charges arising out of the Work, including materialmens', laborers' and mechanics' liens, and shall give Owner prompt written notice of actual and prospective claims of any such liens or charges known to Contractor.

1.7 Contractor hereby warrants and guarantees the Work to the full extent set forth herein and further warrants and guarantees that the Work will be of best quality and that the Work including all materials supplied or used shall be free of defects and fit for its intended use.

ARTICLE II <u>PAYMENT</u>

Provided that Contractor shall not be in default in the performance of any provision of this Contract to be performed by Contractor, Contractor shall receive payment for its performance hereunder an amount in the total amount of \$795/month for three (3) times per week service. For months with more than 12 visits, each additional visit shall be \$66.55. Any charges in excess of the monthly fee must be approved by the Owner in writing prior to being incurred or such charges will not be paid. Payment shall be made within thirty (30) days of receipt of a properly completed invoice for the prior month's services and any and all information or documentation in support of any invoice or any charge on the invoice reasonably requested by the Association. All pool cleaning and maintenance service prices include chemicals and labor. The only exceptions being the cost of phosphate remover or algaecide which are rarely used but are an additional expense. Fecal Incident Response (FIR), Equipment replacement and other repairs will be done as time and material projects at our current service rate of \$125.00 per hour. Any such projects would be submitted with estimates for approval before commencing with any work.

ARTICLE III CONTRACTOR'S LIABILITY

3.1 Contractor assumes the entire responsibility and liability for, and agrees to hold Owner, Owner's members, residents, directors, officers, agents, managers, employees, partners, affiliates, beneficiaries and anyone else acting on behalf of any of the foregoing (all of said parties are hereinafter sometimes collectively referred to as "Indemnitees") harmless from, any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons whether employees of Contractor or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with any negligent or intentional misconduct in the execution of the Work, and all damage, direct or indirect, of whatsoever nature, resulting from the performance of the Work. If any person shall make a claim for any damage or injury (including death resulting therefrom) as hereinabove described, whether such claim be based upon any alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty, administrative regulation (whether nondelegable or otherwise) or obligation on the part of an Indemnitee or its agents, or otherwise, Contractor agrees to indemnify and save such Indemnitee harmless from and against all losses and all liabilities, expenses and other detriments of every nature and description (including attorneys' fees), to which the Indemnitee may be subjected by reason of any negligent act or omission of Contractor or of any of Contractor's subcontractors, employees, agents, invitees or licensees, where such loss, liability, expense or other detriment arises out of or in connection with any negligent act or intentional misconduct in the performance of Work, including, but not limited to, personal injury and loss of or damage to property of the Indemnitee or others.

3.2 Contractor agrees to assume the entire liability for all claims of personal injury and wrongful death suffered by their own employees asserted by persons allegedly injured in connection with the Work, and hereby waive any limitation of liability whatsoever, including but not limited to limitations based upon the Workers' Compensation Act. Contractor agrees to indemnify, hold harmless and defend Owner and its respective agents, contractors and employees from and against any and all loss, expense, damage or injury, including court costs and reasonable fees of counsel sustained as a result of all such claims of personal injury and wrongful death.

ARTICLE IV INSURANCE

4.1 Contractor shall purchase and maintain the following insurance issued in amounts required by law but in no event less than those specified below and no Work shall be commenced under this Contract until Contractor shall have obtained all requisite insurance and provided certificates of insurance to the Owner:

- A. Workers' Compensation in accordance with the laws of the State of Florida.
- B. Commercial general liability insurance policy including a \$1,000,000 per occurrence/\$2,000,000 general aggregate limit for bodily injury and property damage.
- C. Commercial auto liability insurance with a combined single limit of \$1,000,000 for non-owned, leased, and hired automobile liability

4.2 Certificates of insurance evidencing compliance with this Contract, specifically stating that the insurance evidenced thereby is primary to any valid and collectible insurance and naming the additional insureds required hereunder, shall be presented to Owner prior to commencement of the Work.

ARTICLE V <u>TERMINATION</u>

Either party may terminate this contract with or without cause by providing thirty (30) days written notice to the other party. In the event of such termination, Contractor shall only be paid for services provided through the date of early termination, less any amount due to the Owner arising from any faulty work or negligence by Contractor.

ARTICLE VI GENERAL PROVISIONS

6.1 This Contract may not be assigned or encumbered by Contractor. Contractor shall be as fully responsible to the Owner for the acts, omissions, materials and workmanship of its subcontractors and their employees as for the acts, omissions, materials and workmanship of the Contractor.

6.2 All notices hereunder shall be deemed to be made properly if personally delivered or sent by registered or certified mail, return receipt requested, and addressed to the parties at the addresses set forth in the Contract. The address may be changed by either party giving such notice. Notice so mailed shall be deemed received upon the expiration of seventy-two (72) hours from the time of deposit in a United States post office.

<u>To Owner:</u> RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT c/o Rizzetta & Company 2700 S. Falkenburg Rd, Suite 2745 Riverview, Florida 33578

<u>To Contractor:</u> Auto Sentry, Inc. 13194 U.S. Highway 301, Suite 154 Riverview, FL 33578 6.3 This Contract constitutes the entire agreement between Contractor and Owner relating to the Work. Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Contract or any terms thereof shall be binding on the Owner or Contractor unless in writing and executed by an officer or employees of the Owner and the Contractor specifically authorized to do so.

6.4 No modification, waiver, termination, discharge or cancellation of this Contract or of any terms hereof or certificate, approval or payment made to the Contractor, or use or occupancy of the Work shall impair either the Owner's or Contractor's rights with respect to any liabilities, whether or not liquidated, between the Contractor and the Owner.

6.5 This Contract and the parties hereto shall be governed by laws of the State of Florida. Venue for all litigation in connection with this Contract shall be in Hillsborough County, Florida.

6.6 In the event litigation, arbitration, bankruptcy or appellate proceedings are required to resolve any dispute between Owner and Contractor, the prevailing party shall be entitled to judgment against the non-prevailing party for any and all attorneys' fees and costs incurred by the prevailing party in such legal proceedings.

6.7 If any term or provision of this Contract shall be found to be illegal, unenforceable or in violation of the laws, statutes, ordinances, or regulations of any public authority having jurisdiction thereof by a court of competent jurisdiction, then, notwithstanding such term or provision, this Contract shall be and remain in full force and effect and such term shall be deemed stricken; provided, however, this Contract shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

6.8 In the event of a conflict between this Contract and the May 15,2020 "Description of Services" attached hereto as Exhibit "A", the terms and conditions in this Contract shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be properly executed as of ______, 2023.

Owner:

RESERVE AT PRADERA COMMUNITY DEVELOPMENT DISTRICT

By:	
Print Name:	
Its:	

Contractor:

AQUA SENTRY, INC.

By:	 	
Print Name:	 	
Its:	 	

EXHIBIT A

Description of Services

Aqua Sentry will provide maintenance, cleaning and chemical service for the above pool, and associated equipment (Pumps, DE Filtration System, Stenner pumps, auto fill, etc.). The services shall consist of all labor and chemical supplies (Chlorine, Sodium Bicarb, and Muriatic Acid). Algaecide and Phosphate Remover are used rarely but they are a separate charge. Your assigned technician will maintain the pool and ensure water quality continues to meet or exceed all the appropriate Federal and State standards and guidelines, and in accordance with Florida Administration Code (F.A.C.) 64-E9.008 Operational Requirements.

Your assigned technician will create a site binder containing standard operating procedures (SOPs), CPO certificates, chemical logs, checklists, contact information etc., and they will be maintained in the equipment enclosure. Your technician shall maintain documentation of:

- a. The Maintenance spot cleaning and scrubbing
- b. Vacuuming of Pool and pool filtration system cleaning
- c. Chemical usage
- d. Flow meter readings
- e. Preventive Maintenance Inspections of the pool
- f. Water chemical levels and actions taken if levels out of range.

The technician shall conduct prevention maintenance/inspections (PMI) to sustain the water quality of the pool while limiting service interruptions. Areas of emphasis include all pool, filtration systems, pump room cleanliness and the immediate area surrounding the pools. During service visits, the technician will:

- a. Perform water chemical analysis and adjust chemicals as required
- b. Vacuum and brush to remove any debris as required to eliminate dirt, scum, scale, calcium, algae, and any other harmful deposits from the water including seating area, steps, walls and surface of pool
- c. Clean tile at water line as required
- d. Empty pump and skimmer baskets and/or clean gutter system
- e. Monitor chemical feeding systems and test water to confirm proper disinfectant levels
- f. Inspect equipment for leaks, clogs, and other malfunctions
- g. Provide on-going communication and documentation with site management regarding condition of pools
- h. Records/logs: Your technician shall maintain daily service and testing log of appropriate sampling and analysis to ensure compliance with all regulatory requirements.

Chemicals: Aqua Sentry will be responsible for, supply and proper storage of all chemicals required for maintaining the pool's water quality. The technician shall comply with all Federal, State, local, industry safety, health standards, regulations and facility guidelines regarding handling and transportation of chemicals.

BURR FORMAN LLP

results matter

Scott Steady ssteady@burr.com Direct Dial: (813) 367-5719

One Tampa City Center, Suite 3200 201 North Franklin Street Tampa, FL 33602

> Office (813) 221-2626 Fax (813) 221-7335

> > BURR.COM

October 27, 2023

VIA CERTIFIED MAIL AND FIRST CLASS MAIL

Marc Security Services, LLC 5118 North 56th Street Suite 122 Tampa, FL 33610

Re: Contract between Marc Security Services, LLC and Reserve at Pradera CDD

To whom it may concern:

This letter provides notice of the Reserve at Pradera Community Development District's wish to terminate the Contract dated July 28, 2022 by and between the Reserve at Pradera CDD, as the Customer, and Marc Security Services, LLC, as the Agency (the "Contract"), pursuant to Paragraph 22 of the Contract. Termination shall be thirty (30) days from the date of mailing this notice to Agency. Please do not hesitate to contact me with any questions.

Sincerely.

Scott Steady

SIS/lat cc: District Manager (Via Email)



District Manager's Report

November 16

2023

UPCOMING DATES TO REMEMBER

- Next Meeting: December 28, 2023 @ 10:30a
 Location: Riverview Public Library
- Bond Refunding Eligibility: Series 2015 May 2026
- Quarterly Website Compliance Audit: Completed, 100% in compliance.
- Next Election: November 2024

<u>9/30/2023</u>	
\$51,221	
\$70,906	
\$232,939	
\$355,066	
Over Budget	

RASI Reports rasireports@rizzetta.com •CDD Finance Team CDDFinTeam@rizzetta.com



Rizzetta & Company

UPDATES:

- DDD Fence has been contacted to secure shared fences and dog park fences.
- Requests have been made for janitorial service providers to give proposals for the amenity area. Tampa Bay Commercial Cleaning Inc. will be on-site Monday and will hopefully have a proposal ready for the meeting. Jan King and Ram Clean have also been contacted. Office Pride informed me they no longer service the area.
- The abandoned vehicle was reported and is being towed off the premises by Tow Pros Towing & Recovery. This was a one-time tow agreement. The board may want to set up a towing agreement with a towing company within 10 miles.
- Mandy's Electric will be onsite next week to assess the column lights and will provide a
 proposal.
- Fountain Kings will be submitting a proposal for the access panel and shelf repair. I have also asked Mandy's Electric to look as well when they are onsite.
- Vendors have been contacted for proposals to repair the exercise equipment as well.
- Please keep in mind that during this time of year there is a lot of change in service as well as vendors taking vacation so the response time has been longer than usual. Also remember the October meeting was less than 30 days ago so there would be an additional 9 days for onsite meetings and proposals.





Fountain Kings Inc. 13514 Blue Sunfish Ct, Riverview, FL 33569

DATE: November 10, 2023 **EXPIRES:** 2/8/2024

Customer Name: Reserve at Pradera

Contact Name: Christina Newsome

12051 Pradera Reserve Blvd, Riverview, FL 33579 813-533-2950 ext: 6582

Entrance Fountain Repair	AMOUNT
Pressure Treated Wood Needed For Repair	Inc.
Misc. PVC/Concrete Anchors etc.	Inc.
Lock For Access Door	Inc.
Travel Fee/Repair Labor	Inc.
Fix wood support rack that holds water filtration system up. Scope of work: cut pvc pipes and remove filters, remove old wood platform that is falling apart, rebuild new platform with pressure treated wood, attach platform to walls with concrete anchors, re-install filtration system, add lock to access door.	
TOTAL	\$ 757.00

This is not a bill, all estimates are subject to tax and shipping charges. Payment due net30 from time of repair completion.

If you have any questions call or email, Fountain Kings Inc. <u>813-833-8610</u> Kyle.Roehm@FountainKings.com

THANK YOU FOR YOUR BUSINESS!

Date:



Maintenance Contract

DATE: August 30, 2023

Fountain Kings Inc. 13514 Blue Sunfish Ct, Riverview, FL 33569

Community Name: Reserve at Pradera Contact Name: Christina Newsome

12051 Pradera Reserve Blvd, Riverview, FL 33579 813-533-2950 ext: 6582

Architectural Fountain Maintenance	Frequency	Amount	Per Visit
Entrance Water Feature	Monthly	\$	235.00
Monthly architectural feature maintenance includes but is not limited to; netting/skimming debris removal, cleaning filters/baskets, adding chemicals as needed to maintain acceptable water quality, notate any items that may be needing repairs or preventitive care. Maintenances will be billed out after each visit and a full report will be sent to property managers or site contact.			
YEAF	RLY TOTAL-	\$	2,820.00

This is not a bill, contract is good for (1) year from date of approval. Invoices will be billed monthly and payment will be due within 30 days as notated on billing statement.

If you have any questions call or email, Fountain Kings Inc. 813-833-8610 Kyle.Roehm@FountainKings.com

THANK YOU FOR YOUR BUSINESS!

Signature:

Date:

Maintenance contract is good for (1) year from date of signature, 30 days notice of cancellation required to cancel from either party.

Stoneworks PROPOSAL

CHECK US OUT ON FACEBOOK! @LUXURYSTONEWORKS

PROJECT LAYOUT

BODOSAL 800-813-3416 Iuxurystoneworks.com Scan to Get Started	6×9 6×5				
Pavers					
-Colors:					
-Pattern:					
-Sq. Ft:	Project Details		Linear Ft.	Sq. Ft.	Amount
-Linear Ft:	Concrete	Person 1	14		
-Deco:	Current-C	Removing, A	daing		
-Coping:	Ungaregates	, Meventativ	e rebars.		
-Block Ft:	KEDOUT (Concrete with	n		
-Block Style:	Broom Pr				
Quality			1		11 200
Curbing	PLAT FOUR	er repair. Lei	Jel, set		1675.0
-Pattern:				Subtotal	1
-Color:			Tax	%	1/A
-Grout: -Linear Ft:			1		MA
-Sprinklers:				Deposit	-
-Address? Y/N:				Balance	1675.0
-Downspout:		risting Neusone	Job Number	4187	
Sealing	Address: 1205		Project Desc	ription:	
-Base:	Keserve F	Blud, RNerview, F	L		
-Sanding:	Phone #: 613-5				
C 1	Date: NOV 9	1, 2023			
-Coats:			Project Start		

Terms & Conditions on reverse side