

**EPPERSON RANCH  
COMMUNITY DEVELOPMENT DISTRICT**

**Advanced Meeting Package**

**Board of Supervisors  
Regular Meeting**

**Tuesday  
April 2, 2019**

**9:00 a.m.**

**Residence Inn  
2101 Northpoint Parkway  
Lutz FL**

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

# EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT AGENDA

<b>District Board of Supervisors</b>	Mike Lawson Doug Draper Lori Price Christie Ray	Chairman Vice Chairman Assistant Secretary Assistant Secretary
<b>District Manager</b>	Paul Cusmano Lore Yeira	DPFG DPFG
<b>District Attorney</b>	John Vericker	Straley Robin Vericker
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting Services, Inc.

**All cellular phones and pagers must be turned off during the meeting.**

**The District Agenda is comprised of six different sections:**

The first section which is called **Audience Questions and Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called **Administrative Matters** and contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Business Matters**. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 374-9105 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called **Staff Reports**. This section allows the District Manager and Maintenance Supervisor to update the Board of Supervisors on any pending issues that are being researched for Board action. The fifth section which is called **Audience Comments on Other Items** provides members of the Audience the opportunity to comment on matters of concern to them that were not addressed during the meeting. The same guidelines used during the first audience comment section will apply here as well. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 374-9105, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same 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.

## **EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: **Tuesday, April 2 2019**  
Time: 9:00 a.m.  
Location: Residence Inn  
2101 Northpoint Parkway  
Lutz, Florida

Conference Call No.: (563) 999-2090  
Code: 686859#

### ***AGENDA***

- I. Roll Call**
- II. Audience Comments**
- III. Consent Agenda**
  - A.** Approval of February 13, 2019 Regular Meeting Minutes **Exhibit 1**
  - B.** Acceptance of the March 2019 Unaudited Financial Statements **Exhibit 2**
- IV. Business Matters**
  - A.** Consideration and Adoption of Resolution 2019-05 Re-Designating Officers **Exhibit 3**
  - B.** Consideration and Adoption of Resolution 2019-06 Authorizing Chairman to Execute Permits, Plats & Conveyances **Exhibit 4**
  - C.** Ratification of Payroll Service Agreement with Innovative Employer Solutions, Inc. **Exhibit 5**
- V. Staff Reports**
  - A. District Manager**
    - 1. Consideration of BrightView Landscape Maintenance Proposal Addendum #4 **Exhibit 6**
    - 2. Aquatic Systems 2019 Report **Exhibit 7**
    - 3. January 2019 DPFPG Field Report **Exhibit 8**
  - B. Attorney**
  - C. District Engineer**
- VI. Supervisors Requests**
- VII. Audience Questions and Comments on Other Items**
- VIII. Adjournment**

## **EXHIBIT 1.**



41           **2. Exhibit 4:** Consideration and Approval of Brightview Addendum Adding Phase 2

42           On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the  
43           Board approved the Brightview Addendum (Adding Phase 2) for the Epperson Ranch  
44           Community Development District.

45           **3. Exhibit 5:** Aquatic Systems December 2018 Report

46           Mr. Cusmano reported that Solitude bought Lake Masters and three other companies,  
47           including Aquatic Systems.

48           **4. Exhibit 6:** January 2019 DPFG Field Report

49           B. Attorney

50           There being none, the next item followed.

51           C. District Engineer

52           There being none, the next item followed.

53  
54           **SIXTH ORDER OF BUSINESS – Supervisors Requests**

55           There being none, the next item followed.

56  
57           **SEVENTH ORDER OF BUSINESS – Audience Questions and Comments on Other Items**

58           A few residents asked questions about the entrance gates as it relates to resolving an  
59           issue with an inoperable gate transmitter. Mr. Cusmano noted possible causes and advised that  
60           anyone with an issue should email Teeanna (Kamalu) via the Epperson Ranch CDD website for  
61           assistance. One resident asked how to obtain a gate remote; Mr. Cusmano advised him to contact  
62           his builder as the remotes are given out at closing. Another resident asked about the crystal  
63           lagoon and the amenities at the Mirada community. Discussion ensued.

64  
65           **EIGHTH ORDER OF BUSINESS – Adjournment**

66           Mr. Cusmano asked if there were any other items of new business. There being no new  
67           additional items, and upon a motion duly made, seconded and unanimously carried, Mr. Lawson  
68           declared the meeting adjourned.

69           On a MOTION by Mr. Lawson, SECONDED by Ms. Price, WITH ALL IN FAVOR, the Board  
70           adjourned the meeting for the Epperson Ranch Community Development District.

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

75  
76           **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly**  
77           **noticed meeting held on \_\_\_\_\_.**  
78

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**Signature**

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**Signature**

79

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**Printed Name**

---

**Printed Name**

80

81   **Title:**   ☐ **Secretary**    ☐ **Assistant Secretary**

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

## **EXHIBIT 2.**



**Epperson Ranch CDD**  
**Financial Report Summary - General Fund & Construction Fund**  
**2/28/2019**

For The Period Ending :	GENERAL FUND 2/28/2019	CONSTRUCTION 2017 A1 2/28/2019
CASH BALANCE	\$ 334,266	\$ 4,422
PLUS: ACCOUNTS RECEIVABLE - OFF ROLL	13,064	-
PLUS: ACCOUNTS RECEIVABLE - ON ROLL	152,426	-
PLUS: ACCOUNTS RECEIVABLE - OTHER	1,117	933,051
LESS: ACCOUNTS PAYABLE	(38,538)	(927,571)
NET CASH BALANCE	\$ 462,335	\$ 9,902

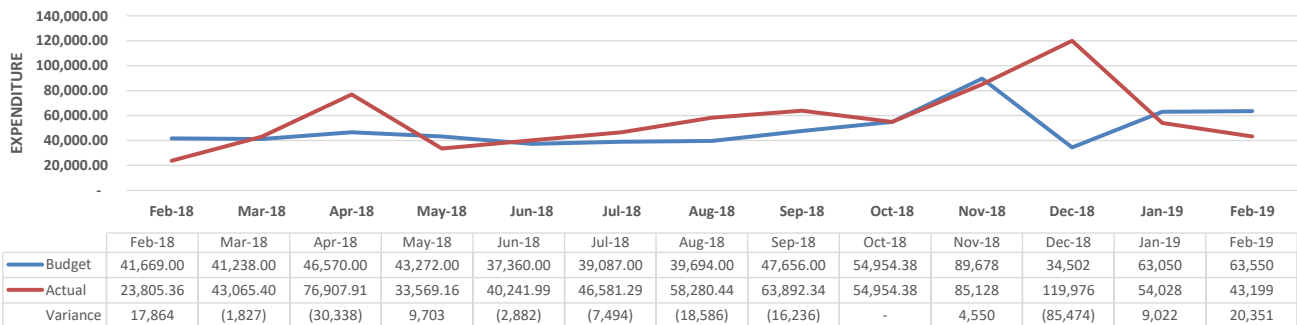
**GENERAL FUND REVENUE AND EXPENDITURES (FY 2019 YTD):**

	2/28/2019 ACTUAL YEAR-TO-DATE	2/28/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
REVENUE (YTD) COLLECTED	\$ 615,143	\$ 729,678	\$ (114,535)
EXPENDITURES (YTD)	(293,615)	(335,766)	42,151
NET OPERATING CHANGE	\$ 321,528	\$ 393,912	\$ (72,383)
AVERAGE MONTHLY EXPENDITURES	\$ 58,723	\$ 67,153	\$ 8,430
PROJECTED EOY BASED ON AVERAGE	\$ 704,676	\$ 924,267	\$ 219,591

**GENERAL FUND SIGNIFICANT FINANCIAL ACTIVITY:**

	2/28/2019 ACTUAL YEAR-TO-DATE	2/28/2019 BUDGET YEAR-TO-DATE	FAVORABLE (UNFAVORABLE) VARIANCE
<b>REVENUE:</b>			
ASSESSMENTS-ON-ROLL (NET)	\$ 577,127	\$ 583,643	\$ (6,516)
ASSESSMENTS-OFF-ROLL (NET)	37,920	146,035	(108,115)
MISCELLANEOUS REVENUE	96	-	96
<b>EXPENDITURES:</b>			
ADMINISTRATIVE EXPENDITURES	66,274	70,068	3,794
FIELD SERVICE EXPENDITURES - LANDSCAPE	151,680	208,625	56,945
FIELD SERVICE EXPENDITURES - POND MAINTENANCE	12,520	18,750	6,230
FIELD SERVICE EXPENDITURES - SECURITY	12,240	5,250	(6,990)
FIELD SERVICE EXPENDITURES - OTHER	33,850.94	33,072.57	(778)
UNBUDGETED EXPENDITURES	17,050	-	(17,050)
<b>TOTAL EXPENDITURES</b>	<b>\$ 293,615</b>	<b>\$ 335,766</b>	<b>\$ 42,151</b>

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



**EXHIBIT 3.**

RESOLUTION 2019-05

A RESOLUTION RE-DESIGNATING OFFICERS OF THE  
EPPERSON RANCH COMMUNITY DEVELOPMENT  
DISTRICT

WHEREAS, the Board of Supervisors of the Epperson Ranch Community Development District at the business meeting held on \_\_\_\_\_, 2019 desires to appoint the below recited persons to the offices specified.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF EPPERSON RANCH COMMUNITY  
DEVELOPMENT DISTRICT:

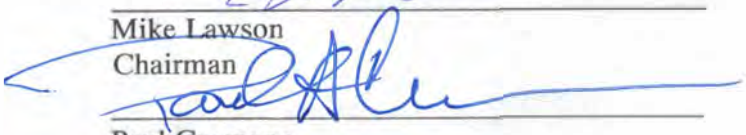
1. The following persons were appointed to the offices shown, to wit:

<u>Mike Lawson</u>	Chairman
<u>Doug Draper</u>	Vice Chairman
<u>Paul Cusmano</u>	Secretary
<u>Patricia Comings-Thibault</u>	Treasurer
<u>Maik Aagaard</u>	Assistant Treasurer
<u>Janet Johns</u>	Assistant Secretary
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
_____	Assistant Secretary

2. That this resolution supersedes all previous resolutions and motions designating, electing or appointing officers adopted by the Board of Supervisors of the Epperson Ranch Community Development District and are hereby declared null and void.

Adopted this \_\_\_\_ day of \_\_\_\_, 2019.

  
\_\_\_\_\_  
Mike Lawson  
Chairman

  
\_\_\_\_\_  
Paul Cusmano  
Secretary

**EXHIBIT 4.**

## RESOLUTION 2019-06

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EPPERSON RANCH COMMUNITY DEVELOPMENT DISTRICT GRANTING THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, AND PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure including, but not limited to, stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other improvements; and

**WHEREAS**, the District has adopted, or intends to adopt, a report of its District Engineer, as may be amended and/or supplemented ("**Engineer's Report**"), which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed therewith ("**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, which includes, but is not limited to, obtaining all necessary permits and approvals from local governments and agencies for the construction and/or operation of infrastructure improvements, the District is required, from time to time, to accept, convey and dedicate certain interests in real and personal property, including, but not limited to easements, plat dedications, deeds and bills of sale for infrastructure improvements ("**Permits and Conveyances**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair of the Board of Supervisors to approve and execute the Permits and Conveyances necessary to finalize the development of the District's capital improvement plan ("**Conveyance Authority**"); and

**WHEREAS**, the Conveyance Authority shall be subject to the District Engineer and District Counsel agreeing that each such proposed Permit or Conveyance is legal, consistent with the District's improvement plan and necessary for the development of the Improvements; and

**WHEREAS**, the Board of Supervisors finds that granting to the Chair the Conveyance Authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD  
OF SUPERVISORS OF THE EPPERSON RANCH  
COMMUNITY DEVELOPMENT DISTRICT:**

**1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. DELEGATION OF AUTHORITY.** The Chair of the District's Board of Supervisors is hereby authorized to sign, accept or execute Permits and Conveyances as defined above. In the event that the Chair is unavailable, any Board Supervisor is authorized to sign, accept or execute Permits and Conveyances as defined above. The Vice Chair, Secretary, and Assistant Secretary of the District's Board of Supervisors are hereby authorized to countersign any such Permits and Conveyances. Such authority shall be subject to the District Engineer and District Counsel's review and approval.

**3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 2ND DAY OF APRIL, 2019.**

**EPPERSON RANCH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/ Assistant Secretary  
Print Name: Paul Cusmano

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Chair/ Vice Chair  
Print Name: Mike Lawson

**EXHIBIT 5.**

## **Payroll Service Agreement**

This Payroll Service Agreement (this “**Agreement**”) is entered into as of April 1, 2019, between the **Epperson Ranch Community Development District**, whose mailing address is c/o DPFG, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. (the “**District**”) and **Innovative Employer Solutions, Inc.**, a Florida corporation, whose mailing address is 635 93rd Ave N, St Petersburg, FL 33712 (the “**Contractor**”).

### **Background Information**

The District has employees, and may hire additional employees from time to time, to assist with the District’s operation and maintenance services. The Contractor provides payroll services and the District desires to retain the Contractor to provide payroll services as described in this Agreement. The District employees are not to be considered employees of the Contractor or covered by Contractor’s workers' compensation.

### **Operative Provisions**

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **District Responsibilities.** The District is responsible for hiring and overseeing the District employees, retaining insurance, including workers compensation insurance, for the District employees as required by law, including any workers' compensation claims, benefit claims (if any benefits are provided), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.
5. **Scope of Services.** The Contractor shall perform the specific payroll services described below:
  - a) Based on information supplied by the District, the Contractor shall prepare and distribute payroll checks to the District’s employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax.
  - b) Contractor shall maintain necessary records and comply with reporting procedures and will report and file such taxes utilizing client’s tax identification numbers.
6. **Compensation.** The District agrees to compensate the Contractor pursuant to the service fees and other fees as specified on **Exhibit A** hereto titled "Fee Schedule." All funds due to Contractor are payable prior to Contractor’s issuance of payroll checks each pay period and shall be paid to



Contractor following the end of each pay period, no later than 2 business days prior to the date paychecks are to be distributed to assigned employees.

7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
8. **Compliance with Laws.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
9. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as "Additional Insured" under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District.
10. **Indemnification.**
  - a) Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto.
  - b) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend and hold the Contractor and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the District, including litigation or any appellate proceedings with respect thereto.
  - c) Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
  - d) The indemnifications provided under this section are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.


**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 418-7473, OR BY EMAIL AT [Paul.Cusmano@dpfg.com](mailto:Paul.Cusmano@dpfg.com), OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.**

12. **Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located in.
13. **Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.
14. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
15. **Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, which shall not be unreasonably withheld.
16. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
18. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

*[signature page to follow]*

*Signature Page for Payroll Service Agreement*

**Innovative Employer Solutions, Inc.**

  
Name: RICHARD B. KIRAKOF  
Title: PRESIDENT

3/8/19

**Epperson Ranch Community Development  
District**


  
Chair/Vice-Chair of the Board of Supervisors

Exhibit A  
Payroll Service Fees

\$49.00 per invoice processed. Delivery fee of \$8.00 for the delivery of payroll to DPFG. No delivery fee for payrolls delivered to DPFG in groups of two or more.

The New Account Set Up Fee is **waived**.

The New Employee Setup Fee is **waived**.

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.

**EXHIBIT 6.**

**OM-EP-DPFG-029 Addendum to the Landscape Maintenance Agreement**

This #4 Addendum to the Landscape Maintenance Agreement (this “**Addendum**”), is made and entered into as of March 1<sup>st</sup>, 2019, by and between the **Epperson Ranch Community Development District** (the “**District**”), and **BrightView** (“**Contractor**”).

**Recitals**

**WHEREAS**, the District and the Contractor entered into the Landscape Maintenance Agreement dated August 1<sup>st</sup>, 2017 (the “**Original Agreement**”), incorporated by reference herein; and

**WHEREAS**, the District and the Contractor entered into the 3<sup>rd</sup> Addendum dated February 1<sup>st</sup>, 2019, incorporated by reference herein; and

**WHEREAS**, the District and the Contractor entered into the 2<sup>nd</sup> Addendum dated October 1<sup>st</sup>, 2018, incorporated by reference herein; and

**WHEREAS**, the District and the Contractor entered into the 1<sup>st</sup> Addendum dated March 1<sup>st</sup>, 2018, incorporated by reference herein; and

**WHEREAS**, the District and the Contractor desire to add additional areas and services to the Work and to update the compensation accordingly; and

**WHEREAS**, the District and the Contractor each has the authority to execute this Addendum and to perform its obligations and duties hereunder, and each party has satisfied all conditions precedent to the execution of this Addendum so that this Addendum constitutes a legal and binding obligation of each party hereto.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Contractor agree as follows:

1. The additional areas and services to be provided by the Contractor are specified in **Exhibit A** attached hereto.
2. As compensation for all work included in the Original Agreement, any previous addendums, and this Addendum, the District agrees to pay Contractor a new total amount of \$ 23,327.75 per month.
3. To the extent that any provisions of the Original Agreement or this Addendum conflict with the provisions in the exhibit, the provisions in the Original Agreement and this Addendum shall control over provisions in the exhibit.
4. Except as hereby modified, the terms and conditions of the Original Agreement, and any addendums thereto, are hereby ratified and confirmed.

[signature page to follow]

IN WITNESS WHEREOF the undersigned have executed this Addendum effective as of the date written above.

\_\_\_\_\_

**Epperson Ranch**  
**Community Development District**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Michael Lawson  
Chair of the Board of Supervisors



**JOB NAME:** Epperson Ranch CDD

**BRANCH #** 34220

**ADDENDUM TO AGREEMENT BETWEEN EPPERSON RANCH CDD AND BRIGHTVIEW  
LANDSCAPE SERVICES, INC. ("Parties")  
DATED August 1, 2017 ("Agreement")**

The Parties to the Agreement agree this Addendum amends or supplements the Agreement as noted herein and all provisions or portions of provisions in the Agreement, which are not expressly modified by this addendum, shall remain in full force and effect. The language in this addendum shall govern the subject matter hereunder, notwithstanding any contradictory language contained in the agreement to which this addendum applies.

The Agreement is modified as follows:

**CHANGES:**

1. Curley Rd Entrance requested by the Epperson Ranch CDD to provide landscape maintenance services for Curley Rd Entrance in the amount of \$3,560.000 per month, or \$42,720.00 per year. Curley Rd Entrance maintenance areas are highlighted on attached maps. This increase shall begin as of March 1, 2019, and continue through the termination of the original contract. With the addition of the Curley Rd Entrance maintenance the monthly billing for Epperson Ranch CDD will increase to \$23,327.75 per month.

This Addendum has been agreed to and executed by each Party's duly authorized representative on the date set forth below. Upon completion and execution by the Parties, the Addendum is hereby incorporated by this reference into the Agreement and shall become an integral part of the agreement referenced above with the same force and effect as if these changes had been entered directly on the Agreement. The Addendum and the Agreement may be executed in counterparts but shall be executed on the same date by the same signatory for each respective Party.

**Epperson Ranch CDD**

**BrightView Landscape Services, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Competitive Pricing That Fits Your Budget

We are committed to fulfilling the specific landscape needs of Epperson Ranch Curley Rd Entrance while providing the service you expect at a price point that fits your budget. BrightView Landscape Maintenance will provide the following competitive pricing per specifications as noted in the specifications as provided.

<b>SERVICE DESCRIPTION</b>	<b>MONTHLY</b>	<b>YEARLY</b>
Base Management .....	\$ 2,390.00	\$ 28,680.00
• Mowing, Weeding, Edging		
• Blowing Debris		
• Bed Weed Control		
• Shrubs and Groundcover Pruning		
• Turf Fertilization		
• Turf Insect Control		
• Turf Weed Control		
• Shrub and Groundcover Fertilization		
• Shrub and Groundcover Insect Control		
Irrigation Inspection.....	\$ 220.00	\$ 2,640.00
• Monthly check and adjust all zones		
• Monthly cleaning irrigation heads		
• Monthly Irrigation report		
Annuals Installation.....(500plants, 4 times/year).....	\$ 335.00	\$ 4,020.00
Palm Pruning.....(2 time/year).....	\$ 65.00	\$ 780.00
Pine Straw ...(500 bales, 1app/year).....	<u>\$ 550.00</u>	<u>\$ 6,600.00</u>
TOTAL BASE SERVICE.....	\$ 3,560.00	\$ 42,720.00

# Curley Rd Entrance

Maintenance areas in Green.



**EXHIBIT 7.**





# Epperson Ranch CDD Waterway Inspection Report

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**Reason for Inspection:** Routine Scheduled

**Inspection Date:** 3/20/2019

**Prepared for:**

Lore Yeira, District Manager  
DPFG  
15310 Amberly Drive Suite 175  
Tampa, FL 33647

**Prepared by:**

Patrick Brophy, Account Representative/Biologist

Morgan Melatti, Account Representative/Biologist

Aquatic Systems, Inc. - Wesley Chapel Field Office

Corporate Headquarters

2100 N.W. 33<sup>rd</sup> Street, Pompano Beach, FL 33069

1-800-432-4302

**Site: 31, 32****Comments:** Normal growth observed

Positive results were noted from ongoing grass treatments in Site #31 (above/top right). Excessive debris from nearby construction was present in the pond, which will be addressed during upcoming regularly scheduled maintenance visits. Site #32 (bottom right) was noted to be in excellent condition during today's inspection with minimal regrowth of shoreline vegetation.

**Site: 4, 5****Comments:** Normal growth observed

The condition of Site #4 was considered to be excellent, with high water clarity observed in the open water (above/top right). The surface of Site #5 (bottom right) was approximately 30% covered with filamentous algae and will be treated during and upcoming regularly scheduled maintenance visit. Full results from algacide applications take approximately 10-14 days.



## Site: 6, 7



### Comments: Site looks good

Traces of filamentous algae and debris were noted in Sites #6 (above/top right) and #7 (bottom right). Shoreline vegetation was well kept in both sites and maintenance will continue as scheduled.

## Site: 17



### Comments: Normal growth observed

Positive results from an algaecide application on 3/18 were noted in Site #17. Remaining filamentous algae was present windblown into the southern cove. Persistent algae growth is indicative of a water quality issue and water testing is recommended.



# Epperson Ranch CDD Waterway Inspection Report 3/20/2019

## Site: 18



### Comments: Site looks good

Shoreline grasses around Site #18 were beginning to decompose during today's inspection as a result of recent herbicide applications. Multiple clusters of native, desirable, Soft Rush were observed around the lake perimeter (top right).

## Site: 19



### Comments: Site looks good

No filamentous algae or regrowth of shoreline weeds were observed in Site #19 during March's inspection. Excess debris was observed around the outflow structure of the site which will be addressed during our upcoming visits.



# Epperson Ranch CDD Waterway Inspection Report 3/20/2019

## Site: 20



### Comments: Normal growth observed

Clusters of Soft Rush around the perimeter of Site #20 will be carefully treated around in order to avoid non-target damage. Filamentous algae growth was concentrated, windblown in the western cove, and will be treated during upcoming treatments visits.

## Site: 22



### Comments: Normal growth observed

Erosion was present in the northwest corner of Site #22 (top right), remediation is recommended. Growth of filamentous algae in Site #22 was present along the western shore at up to 20 feet out, which will be treated during an upcoming maintenance visit.



# Epperson Ranch CDD Waterway Inspection Report 3/20/2019

Site: 25



## Comments: Normal growth observed

Filamentous algae was observed around the perimeter of Site #25 at up to a 3 foot band. Total surface coverage by filamentous algae amounted to less than 5%. Additionally, excessive construction debris was present throughout the waterbody.

## Management Summary

The waterway inspection report for Epperson Ranch CDD was performed on March 20th, 2019 for Sites #4-7, #17-20, #22, #25, and #31-32. The first day of Spring has passed and the Tampa Bay area is sunny and warm, meaning extra growth of plants and algae can be anticipated between treatments. With newly excavated stormwater ponds it can take several months if not several years to observe the patterns of growth and characteristics unique to each pond. Sites close in proximity can be far apart in behavior due to the many factors that are in play with freshwater ponds receiving stormwater runoff.

Persistent filamentous algae blooms have been a common occurrence within many ponds at Epperson Ranch and sites #7, #12, #13, #14 #16 and #17 have been selected as the priority sites for finding solutions to excessive filamentous algae growth. Lake assessments through our fully-staffed water quality testing facility provide detailed reporting on the identified issues and their cause and the long-term science-based solution unique to the pond. By being proactive with the health of the stormwater system, ponds will have better water quality in the future as the system ages and require less remediation, which can be costly. A Standard Lake Assessment proposal is forthcoming.

## Recommendations/Action Items

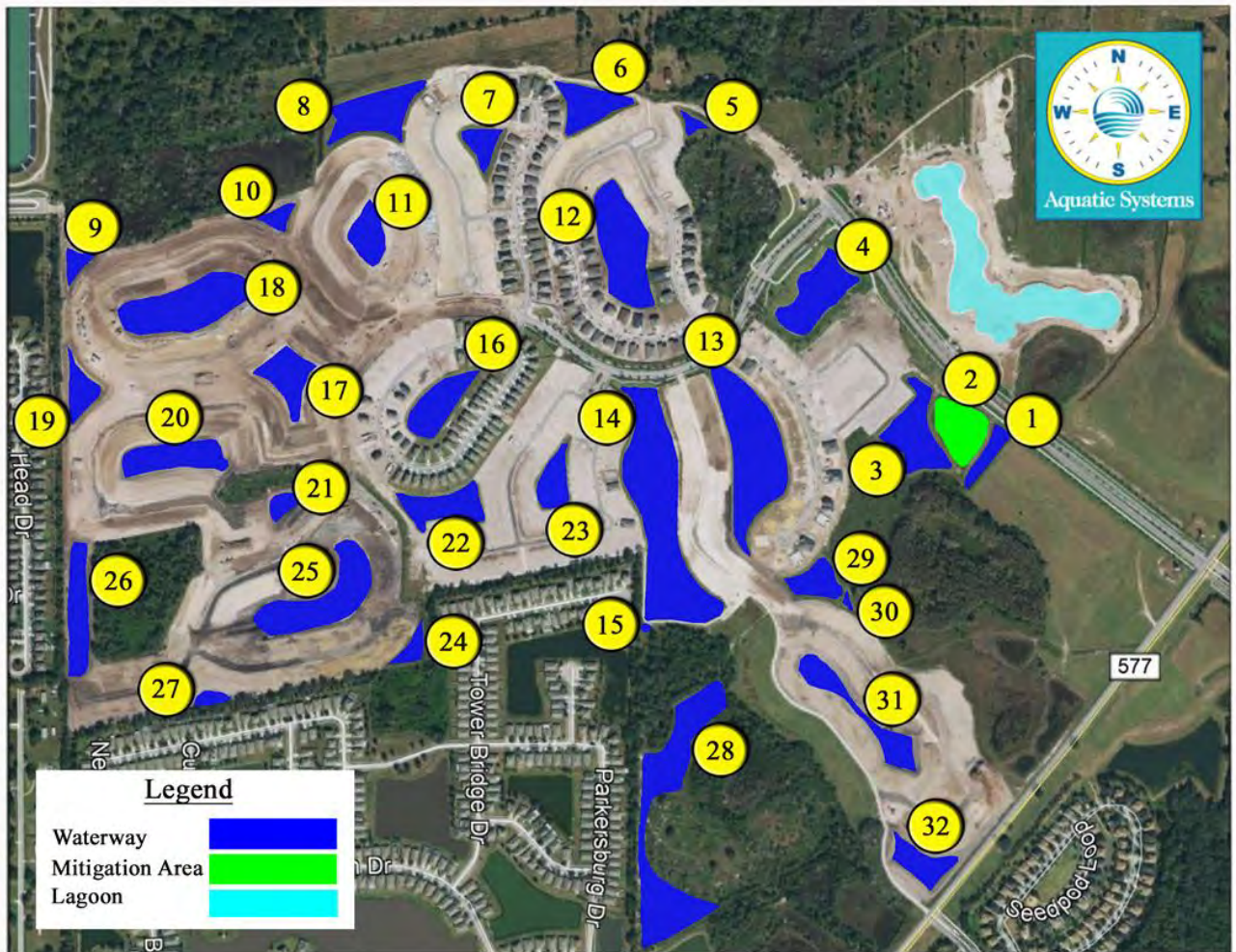
- Target Filamentous Algae Blooms.
- Proposals for Standard Lake Assessments in Sites #7, #12, #13, #14 #16 and #17 are being generated.
- Monitor and document excessive construction debris throughout the community.

Thank You For Choosing Aquatic Systems, Inc.!



Epperson Ranch CDD  
Wesley Chapel, FL

1-800-432-4302



**EXHIBIT 8.**





# Epperson CDD

## March Report

**Inspection Date: 3/01/2019**

**Prepared by:**

Anderson Davis, Field Technician

Email: [Anderson.davis@dpfg.com](mailto:Anderson.davis@dpfg.com)

Development Planning & Financing Group INC. – Tampa, FL office  
15310 Amberly Drive Suite 175 Tampa, FL 33647



DPFG Field Services, Inc.

## Site #1

# ENTRANCE



- This photo shows one of the front towers. The landscaping and annuals are thriving. Tower is in good shape.



- This photo shows the other tower. The landscaping and annuals are thriving. Towers are in good shape.





## Site #2

## OVERLOOK



- This photo shows the annual bed at the lagoon overlook.



- This photo Shows the tile being replaced at the lagoon overlook.



## Site #3

# SHORTCUT



- Originally taken on 2/10  
This is a photo of an area that residents use for a shortcut. We will need to block it off.



- This Photo shows the area above that is now blocked off with mounds of dirt and signs.





## Site #4

# PONDS



- This Photo shows a fixed washout on pond 22.



- This Photo shows trash build up in the corner of a pond at the back of summer sun loop. Aquatic systems is cleaning it out.





## SUMMARY

### Summary

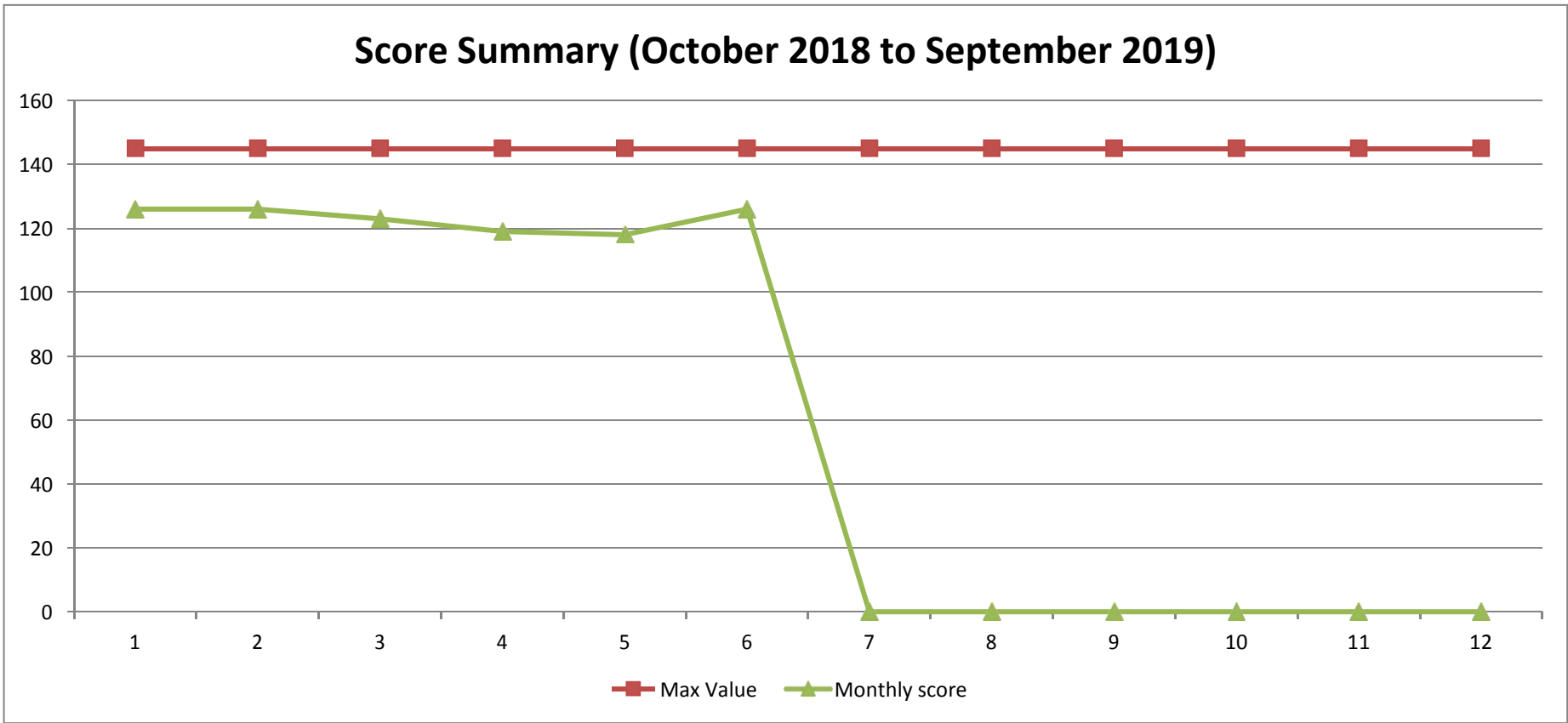
Overall, the development as a whole is in good shape. With the extension of overpass road underway accumulation of trash and algae in the ponds will be an on-going issue. We are keeping this trash and algae to a minimum.

As far as repairs are concerned, there have been numerous wash-out repairs on ponds. The overlook on overpass road had a section of tile replaced, and on Epperson Blvd irrigation breaks and drainage installs have been taken care of this month.

The shortcut at the back of Summer sun loop has been blocked. Vehicle's other than golf carts are prohibited from driving on the paths. Moving forward builders will be responsible to clean up their trash and make sure the streets are swept.

Epperson SCORECARD FOR VISUAL GRADE SHEET FY 2019-20

Score Summary (per month)	1	2	3	4	5	6	7	8	9	10	11	12
Max Value	145	145	145	145	145	145	145	145	145	145	145	145
Monthly score	126	126	123	119	118	126	0	0	0	0	0	0



LANDSCAPE MAINTENANCE	Max Value	Oct-18	Nov. 18	Dec. 18	Jan. 19	Feb. 19	Mar-19	Apr-18	May-19	Jun-19	Jul-19	Aug. 19	Sept. 19	Avg. Score
Turf Mow	5	4	5	4	4	4	5							4.3
Turf Fertility	15	13	14	12	13	14	14							13.3
Turf Edging	5	4	4	5	5	5	5							4.7
Weed Control - Turf Area	10	9	9	9	9	8	8							8.7
Turf insect/Disease Control	10	8	8	7	9	8	10							8.3
Plant Fertility	5	4	5	4	4	4	4							4.2
Weed Control - Bed Area	10	8	8	7	7	7	8							7.5
Plant Bed Insect/Disease control	10	10	9	9	8	9	8							8.8
Pruning and Tree Trimming	10	10	10	9	7	6	7							8.2
Cleanliness	10	10	10	9	9	9	9							9.3
Mulching	5	4	4	4	5	5	5							4.5
Water/Irrigation management	15	14	13	15	13	12	13							13.3
Prior maintenance items	5	4	4	4	4	5	5							4.3
SEASONAL COLOR/MAINTENANCE														
Appearance	10	8	8	9	8	8	9							8.3
Insect/Disease Control	10	8	8	8	7	7	8							7.7
Misc.	10	8	7	8	7	7	8							7.5
Total	145	126	126	123	119	118	126	0	0	0	0	0	0	61.5