

AGENDA

Belmont Lakes Community Development District

Budget and Regular Meeting June 18, 2020 5:30 p.m.

Notice is hereby given that the Board of Supervisors of the Belmont Lakes Harbor Community Development District (the "District") will hold a special electronic meeting at 5:30 p.m., June 18, 2020, in accordance with Executive Orders 20-52, 20-69, 20-112 and 20-114 of the Governor, as may be extended, authorizing the use of communications media technology, such as telephonic or video conferencing, for public meetings during the COVID-19 public health emergency pursuant to Section 120.54(5)(b)2, Florida Statutes.

Virtual Meeting Webex

<https://munilytics.my.webex.com/munilytics.my/j.php?MTID=m200ad3d4981928e1d075244878d8fe35> with
meeting ID: 132 327 1730
and password: XXqJmqZ3p32

**or by using a telephone by dialing 1-408-418-9388 United
States Toll and using the following meeting access code:
132 327 1730 and password: 99756793**

Belmont Lakes Community Development District Budget and Regular Meeting
June 18, 2020
5:30 p.m.
Virtual Meeting

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AGENDA

- 1. Call To Order.**
- 2. Roll Call.**
- 3. Approval of Minutes.**
 - a. November 26, 2019**
- 4. Resolution 2020-1. A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT DETERMINING THE NUMBER OF QUALIFIED ELECTORS IN THE DISTRICT AS OF APRIL 15, 2020.**
- 5. Resolution 2020-2. A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PROPOSED BUDGET FOR FISCAL YEAR 2020-2021 AND SETTING A DATE, PLACE, AND TIME FOR A PUBLIC HEARING ON THE PROPOSED BUDGET.**
- 6. Staff Reports**
 - a. May 31, 2020, Financials**
 - b. FEMA Update**
 - c. Assessment Collection Report (Roach)**
- 7. Other Business.**
 - a. Tennis Court Rules**
 - b. Landscaping Proposals**
 - Removal of dead trees (\$2,250)**
 - Semi-Annual Tree Trimming vs. Annual Tree Trimming (\$6,691)**
 - 17th Street Ficus Trimming (\$5,725)**
 - Infill of Planting (\$4,417.79)**
 - c. Back Fence Repair (Roach)**
 - d. Sidewalk Maintenance (Roach)**
 - e. Hedge encroachment on sidewalks (Roach)**
 - f. Gate and Guard Operations (prior meeting)**
- 8. Audience Comments.**

- 9. Supervisor's Comments.**
 - a. District Manager Discussion (Buckley)**

- 10. Adjournment.**

Belmont Lakes Community Development District
Budget and Regular Meeting
July 30, 2019
7:00 p.m.
Gazebo in Blackhawk Reserve, 15192 SW 15th Place, Davie, Florida

MINUTES

1. **Call To Order.** The meeting was called to order at 7:13 p.m.
2. **Roll Call.** In attendance were Chair Dominick Madeo, Supervisors Lorraine Hurst, Annette Buckley, and Joe Capuozzo. Vice Chair James Roach was absent. Also in attendance was District Manager Christopher Wallace.
3. **Approval of Minutes.**
 - a. **July 30, 2019, Meeting.** Supervisor Capuozzo moved to approve the minutes. Chair Madeo seconded the motion and in a voice vote the minutes were unanimously approved. **(Minutes approved, 4-0).**
4. **Staff Reports (Staff Reports were moved to after Supervisor's Comments but appear here in the minutes)**
 - a. **Reminder To File Form 1 Statement of Financial Interest.** The manager reminded Board members who had not yet done so to remember to timely file their form by the deadline to avoid penalties.
5. **Motion to approve swing gate mechanism replacement.** The Board asked the Manager to ask both vendors to try one more time with their pricing. Discussion was had regarding the differences in the two proposals and the current state of the swing gates.
6. **Discussion regarding Guard and Gate operations and equipment replacement.** The Board discussed the possibility of changing the gate operations. Supervisor Buckley discussed with the Board how money might be saved by changing companies. Other Board members discussed their concerns with the differences in the two types of systems discussed. The Board asked that this be brought back up at the next meeting with the possibility of a presentation by the two companies.
7. **Acceptance of FY18 audit.** This item was tabled until the next meeting.
8. **October 2019 Financial Report.** The Manager noted that the report was in the minutes and there were no comments.
9. **Audience Comments.** There were no audience comments.
10. **Supervisor's Comments.** There were no Supervisor comments beyond those which had been discussed.

11. **Other Business.** There was no further business.
12. **Adjournment.** There being no further business, Supervisor Capuozzo moved to adjourn the meeting. Supervisor Hurst seconded the motion and in a voice roll call, the motion was unanimously accepted and the meeting adjourned at 8:30 p.m.

RESOLUTION 2020-1

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES
COMMUNITY DEVELOPMENT DISTRICT DETERMINING THE NUMBER OF
QUALIFIED ELECTORS IN THE DISTRICT AS OF APRIL 15, 2020**

WHEREAS, Chapter 190.006 of the Florida Statutes requires that the Board of Supervisors determine the number of qualified electors in the District as of April 15th of each year; and

WHEREAS, Florida law further requires the District to use and rely upon the official records maintained by the Supervisor of Elections in making this determination; and

WHEREAS, the office of the Supervisor of Elections has provided the information required to determine the number of qualified electors in the District.

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

- 1. The total number of qualified electors in Belmont Lakes Community Development District as of April 15, 2019, is hereby determined to be 102, as determined by the Broward County Supervisor of Elections.**
- 2. This resolution shall take effect immediately upon its passage and adoption.**

PASSED AND ADOPTED THIS 18th DAY OF JUNE 2020.

Attest:

Dominick Madeo, Chair

Christopher Wallace, Secretary

Resolution 2020-2

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PROPOSED BUDGET FOR FISCAL YEAR 2020-2021 AND SETTING A DATE, PLACE, AND TIME FOR A PUBLIC HEARING ON THE PROPOSED BUDGET

WHEREAS, Belmont Lakes Community Development District must tentatively adopt a proposed budget; and

WHEREAS, the District Manager has presented a proposed FY2021 operating budget to the Board of Supervisor to be considered; and

WHEREAS, the Board of Supervisors has considered the proposed FY2021 operating budget; and

WHEREAS, the Board of Supervisors also wishes to set the Place, Date, and Time for a public hearing to consider the proposed budget and to hear input from the public on the budget and the annual assessments; and

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

Section 1. The proposed FY2020-2021 tentative budget (Exhibit "A") is hereby approved.

Section 2. The Board of Supervisors hereby sets the public hearing date on the proposed budget and assessment for _____, at _____, at _____.

Section 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 18TH DAY OF JUNE 2020.

Attest:

Chair Dominick Madeo

Secretary Christopher Wallace

Belmont Lakes Community Development District			
Adopted Budget			
Fiscal Year 2021			
		FY20	FY21 Manager
Revenues:		Adopted	Recommended
363.100	Administrative and Maintenance Assessments	183,089.88	183,089.88
363.810	Debt Assessment	44,561.46	44,561.46
363.831	Assessment Discounts	(9,106.05)	(9,106.05)
	Net Assessment Revenue	218,545.29	218,545.29
369.400	Other Income	500.00	500.00
369.401	Interest Income	200.00	200.00
	Total Revenue	219,245.29	219,245.29
Expenditures:			
511.513	Postage	200.00	200.00
512.121	Management Fees	15,500.00	15,500.00
512.211	Legal	-	-
512.315	Legal Advertising	650.00	650.00
512.320	Audit	4,750.00	4,750.00
512.355	Meeting Room and Misc.	100.00	100.00
512.356	Misc. Maintenance	750.00	750.00
512.654	Dues, Licenses, and Subscriptions	175.00	175.00
513.000	Properter Appraiser and Tax Collector Fees	4,300.00	4,300.00
517.100	Debt Service- Principal	33,365.10	33,365.10
517.200	Debt Service - Interest	9,413.90	9,413.90
530.410	Telephone	1,740.00	1,740.00
530.431	Electric	7,238.14	7,238.14
530.450	Insurance	7,400.00	7,400.00
530.461	Cleaning Guardhouse	450.00	450.00
530.462	Irrigation Maintenance	1,200.00	1,200.00
530.463	Lake Maintenance	3,588.00	3,588.00
530.464	Landscaping	79,128.35	81,502.20
530.496	Landscaping Replacement	-	12,035.47
530.465	Lights	3,500.00	3,500.00
530.466	Mainteance, Gate and Guardhouse	3,500.00	3,500.00
530.491	Street Cleaning	-	-
530.492	Lights-Entry Gates and Guardhouse	250.00	250.00
530.497	Virtual Guard Monitoring Service	21,419.88	22,062.48
530.511	Bank Fee	75.00	75.00
530.702	Street Maintenance and Repairs	500.00	500.00
530.744	Stormwater Maintenance	5,000.00	-
530.745	Pressure Cleaning	10,000.00	4,000.00
590.000	Contingency/Operating Reserve	5,051.92	1,000.00
	Total Expenditures	219,245.29	219,245.29
	Revenues Less Expenditures	(0.00)	(0.00)
	Use Of Reserves		
	Net of Reserves		
	Gross Assessments	210,731.16	227,651.34
	Less: Discounts Taken	(8,429.25)	(9,106.05)
	Net Assessments	202,301.91	218,545.28
	Gross Assessment	210,731.16	227,651.34
	Number of Units	42	42
	Gross Assessment Per Unit	5,017.41	5,420.27
	Estimated Net Assessment After Discount	4,816.71	5,203.46

Belmont Lakes CDD
Balance Sheet Standard
As of May 31, 2020

	<u>May 31, '20</u>
ASSETS	
Current Assets	
Checking/Savings	
101.100 — SunTrust Bank	4.12
101.200 — PNC Bank	49.44
101.300 — BLCDD Valley Bank	<u>113,393.01</u>
Total Checking/Savings	113,446.57
Accounts Receivable	
115.000 — Accounts Receivable	<u>-281.10</u>
Total Accounts Receivable	-281.10
Other Current Assets	
115.001 — Offset AR To Clear	140.22
1499 — Undeposited Funds	<u>135.00</u>
Total Other Current Assets	<u>275.22</u>
Total Current Assets	<u>113,440.69</u>
TOTAL ASSETS	<u>113,440.69</u>
LIABILITIES & EQUITY	
Equity	
271.020 — Retained Earnings	50,426.96
Net Income	<u>63,013.73</u>
Total Equity	<u>113,440.69</u>
TOTAL LIABILITIES & EQUITY	<u>113,440.69</u>

Belmont Lakes CDD
Profit and Loss Budget vs. Actual
 October 2019 through May 2020

	Oct '19 - May '20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
363.100 — Admin & Maintenance Assessments	211,307.59	183,089.88	28,217.71	115.4%
363.810 — Debt Assessment	0.00	44,561.46	-44,561.46	0.0%
363.831 — Assessment Discounts	0.00	-9,106.05	9,106.05	0.0%
369.400 — Other Income	495.00	500.00	-5.00	99.0%
369.401 — Interest Income	166.50	200.00	-33.50	83.3%
Total Income	211,969.09	219,245.29	-7,276.20	96.7%
Expense				
530.467 — Gate Replacement and Repairs	15,024.44			
530.497 — Virtual Guard Monitoring Serv	15,676.50	21,419.88	-5,743.38	73.2%
511.513 — Postage	72.38	200.00	-127.62	36.2%
512.000 — Administration - Other	0.00	0.00	0.00	0.0%
512.121 — Management Fees-Admin	11,625.03	15,500.00	-3,874.97	75.0%
512.315 — Legal Advertising	135.60	650.00	-514.40	20.9%
512.320 — Audit & Acctg	0.00	4,750.00	-4,750.00	0.0%
512.355 — Meeting Room and Misc	50.00	100.00	-50.00	50.0%
512.356 — Miscellaneous Maintenance	580.00	750.00	-170.00	77.3%
512.514 — Office Supplies	564.36			
512.654 — Dues, Licenses & Subscriptions	175.00	175.00	0.00	100.0%
513.000 — Prop Appr & Tax Collector Fees	4,602.99	4,300.00	302.99	107.0%
517.100 — Principal Payments on Bonds	17,254.12	33,365.10	-16,110.98	51.7%
517.200 — Interest Payments on Bonds	3,318.47	9,413.90	-6,095.43	35.3%
530.410 — Telephone	772.68	1,740.00	-967.32	44.4%
530.431 — Electric	4,195.63	7,238.14	-3,042.51	58.0%
530.450 — Insurance	5,880.75	7,400.00	-1,519.25	79.5%
530.461 — Cleaning Guardhouse/Gazebo	945.00	450.00	495.00	210.0%
530.462 — Irrigation Maintenance	759.23	1,200.00	-440.77	63.3%
530.463 — Lake Maintenance	2,208.00	3,588.00	-1,380.00	61.5%
530.464 — Landscaping	57,120.62	79,128.35	-22,007.73	72.2%
530.465 — Holiday Lights	3,063.60	3,500.00	-436.40	87.5%
530.466 — Maint. Gate-Guard House	0.00	3,500.00	-3,500.00	0.0%
530.492 — Lights-Entry Gates Guard House	0.00	250.00	-250.00	0.0%
530.494 — Tennis Courts	1,430.00			
530.511 — Bank Fee	25.96	75.00	-49.04	34.6%
530.702 — Street Maint & Repairs	0.00	500.00	-500.00	0.0%
530.744 — Stormwater Maintenance	0.00	5,000.00	-5,000.00	0.0%
530.745 — Pressure Cleaning	3,475.00	10,000.00	-6,525.00	34.8%
590.000 — Operating Reserve	0.00	5,051.92	-5,051.92	0.0%
Total Expense	148,955.36	219,245.29	-70,289.93	67.9%
Net Ordinary Income	63,013.73	0.00	63,013.73	100.0%
Other Income/Expense				
Other Expense				
512.321 — Misc Exp related to Audit	0.00	0.00	0.00	0.0%
Total Other Expense	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	63,013.73	0.00	63,013.73	100.0%



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

Mr. Keith Turi, Assistant Administrator-Recovery
Federal Emergency Management Agency
U.S. Department of Homeland Security
500 C Street SW
Washington, DC 20472

Through:

Ms. Gracia B. Szczech
Region IV Administrator
Federal Emergency Management Agency
3003 Chamblee-Tucker Road
Atlanta, Georgia 30341
(via email to FEMA-R4-PA-Appeals@fema.dhs.gov)

Re: 2nd Appeal Request on Behalf of Applicant
Belmont Lakes Community Development District; PA ID: 011-UID7W-00
DR-4337; Grants Portal# 6307/ FloridaPA #2665

Dear Mr. Turi:

The Florida Division of Emergency Management (Recipient or FDEM) has received the attached letter from Belmont Lakes Community Development District (Applicant) appealing the denial of the Applicant's first appeal made by the Federal Emergency Management Agency (FEMA) Region IV Administrator. For the reasons stated in the Applicant's letter, the Recipient respectfully recommends that FEMA Headquarters (HQ) grant the Applicant's appeal. The total amount in controversy is \$52,420.31.

Background

FEMA's decision regarding Applicant's first appeal of the issues presented herein was dated 12/03/2019. On 02/02/2020, Applicant submitted their second letter of appeal to Recipient. Recipient now submits Applicant's second letter of appeal to FEMA HQ via FEMA Region IV within the regulatory timeframe set forth in 44 C.F.R. §206.206.

Issues on Appeal

The issues under appeal are whether Applicant is legally responsible for the ownership, maintenance, and operation of an eligible facility that is accessible to the general public, and whether debris removal activities were performed as a direct result of the disaster.

Facility Eligibility

Applicant is responsible for the maintenance and repair of fencing, landscaping, and sidewalk along its northern boundary, and fencing along its eastern boundary to protect a conservation easement. As stated in its appeal, Applicant is required by the Town of Davie to maintain landscape buffers for the enjoyment of the entire public. These buffers were created to “prevent the visual encroachment of buildings and structures along scenic roadways” in accordance with the Town of Davie Code Section 12-285.

Similarly, Applicant is responsible for maintaining and protecting the conservation easement meant to preserve open spaces, wildlife habitats, and other natural resources. Although these areas are not generally open to the public, they are also not open for the exclusive enjoyment of Applicant’s residents. The purpose of this easement, as provided in the Town of Davie Code Section 12-298, is to “preserve the traditional rural character of the town’s land use pattern.” Applicant protects these areas for the benefit of the general public and not solely for its residents.

Debris Removal Activity

Applicant claims costs for debris removal impacting fencing repairs as a direct result of Hurricane Irma. The debris existed as a direct result of the disaster and Applicant is responsible for the repair of those facilities. Applicant was required to remove the debris in order to repair the facilities.

Relief Requested and Conclusion

Applicant respectfully requests that FEMA HQ reverse the first appeal decision made by FEMA Region IV. Based on the forgoing and attached, Recipient supports Applicant’s assertion that funding for this project should be restored for a total amount of \$52,420.31.

For the reasons set forth in the Applicant’s attached appeal letter, an adequate basis has been provided upon which FEMA can render a determination regarding the relief requested. If you have any further requests for technical information regarding this request, or for informal dispute resolution, please contact Appeals Officer Sherin Joseph by telephone at (850) 815-4445 or via email at Sherin.Joseph@em.myflorida.com and FDEM-PA-Appeals@em.myflorida.com.

Sincerely,

Allison McLeary
Interim Bureau Chief

**BELMONT LAKES COMMUNITY DEVELOPMENT DISTRICT
7320 GRIFFIN ROAD, SUITE 102
DAVIE, FLORIDA 33314**

Thursday, January 30, 2020

Allison McLeary, Appeals Officer
Florida Division of Emergency Management
Recovery Bureau
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Subject: Belmont Lakes Community Development District, 2nd Appeal of Determination of Ineligibility, Hurricane Irma Claims, PA-04-FL-4337-PW-02665

Dear Ms. McLeary,

We have received FEMA's denial of the District's First Appeal to their decision finding the project ineligible for Public Assistance Funding. The Region IV office determined that the facility "...is neither open to, nor provides a service to, the public...", ostensibly because this Community Development District, ***as part of several facilities***, operates a gate that restricts access ***to some of the District's facilities, but not all of its facilities***.

The facilities that were damaged during Hurricane Irma, are located either in areas that DIRECTLY benefit the public or PROVIDES A SERVICE to the public, or both.

We believe the regional office of FEMA erred by determining that "...[insufficient] documentation [exists] to substantiate...the facility is either open to the general public or provides a service to the general public." It further erred when it determined that the debris required to be removed so that the fencing (the facility in question) could be repaired was ineligible, conflating general debris removal from the storm with items that prevent the repair of eligible damaged facilities. We will address each of the two items separately:

1. Eligibility of Facility.

The District maintains several facilities, some of which are available to or benefit the public at large and some of which benefit a subset of that group because of a gating system that restricts access to them. In this instance, the damaged facilities that we believe are eligible are fence sections damaged by Hurricane Irma. The two sections are differentiated below so that they can be considered separately, because their situations are different.

A. 14th Street Fencing. This fencing is on the District's northern boundary and represents approximately 30% of the total damaged fencing sections. The fencing, landscaping, and sidewalk are located on a landscaping easement dedicated to the District, which the District is obliged to maintain. This landscape and sidewalk buffer were required by the Town of Davie. The Town also created the District to maintain, in part, these facilities. These types of landscape buffers are built for the enjoyment of the entire public, not just the abutting property owners. The relevant Town Code requiring these buffers, and which predates both the development and creation of the District follows (emphasis added by us):

"Town of Davie Code Section 12-285- Landscaping "The landscaping provided within a scenic corridor buffer shall be open and provide visibility to a community from adjacent roadways. Landscape material may utilize groundcover and shrubs but shall be designed to be relatively open through the clustering of landscape material. Section 12-282, regarding Scenic Corridors, "...the intent of the scenic corridor overlay district is to preserve and enhance the rural character and scenic qualities along roadways identified as rural and agricultural by the town council. The goals of the scenic corridor overlay district are 1) ***to prevent the visual encroachment of buildings and structures along scenic roadways*** and 2) to maintain existing desirable vegetation and enhance vegetation along designated roadways."

The Town of Davie, like many municipalities, enact these codes to benefit the public at large. This code does not exist for the benefit of the District or its property owners. The Town maintains many of these areas itself and in other instances compels others to maintain them. **But there is no doubt that these facilities (fencing), along with landscaping, setbacks, and sidewalks exist and are directly available and benefit the public.** This facility (fencing) is owned and maintained by the District as a unit of local government created by the Town of Davie, as provided for in Florida Statutes Chapter 190. The District's easement extends 3 feet south (or towards the property owner) of the fence (the 3', the fence, the landscape buffer, and the sidewalk, all located outside of the community but within the District's boundaries are all maintained by the District for the general public's welfare, as per Town Code). The fence is maintained by the District so that both the property owner and the public are prevented from traversing the landscape easement, which, if allowed, would defeat the purpose of the Town's code.

B. Conservation Area Fencing. This fencing is on the District's eastern boundary and represents approximately 70% of the total damaged fencing sections. The fencing is located on a conservation easement dedicated to the District and which was required by the Town of Davie to be set aside and maintained in a natural state by the District. The Town of Davie has an extensive open space program — one of the

largest maintained by a municipality in the State of Florida. The conservation easement is not generally available to the anyone. ***Neither the residents of the District nor the general public have access to this conservation easement.*** But the nature of these conservation easements and open space elements was designed to benefit the general well-being of the public. These dedicated lands preserve open spaces, wildlife habitat, and other natural resources. Some of these lands in the Town are open to the public and others are not. Those not generally open to the public nonetheless benefit the public welfare. The relevant section of the Town of Davie Code follows:

Town of Davie Code Section 12-298: “Specifically, the Open Space Design Overlay is intended to: ...2. Encourage the permanent preservation of open space, agricultural land, wildlife habitat, or other natural resources including wetlands, and historical and archeological resources in a manner that is consistent with the town's Comprehensive Plan... These regulations are intended to preserve the traditional rural character of the town's land use pattern through the creation of large contiguous open areas abutting major road rights-of-way, recreational trails, and parkland or other lands of natural space or preservation areas.... *Open space* shall mean any land used primarily for resource protection, agriculture where agricultural products are not sold on-site, recreational purposes, or areas otherwise left undisturbed and specifically excluding road rights-of-way, both public and private. Open space also includes land for the preservation of natural areas, landscaping buffers adjacent to road right-of-way exclusively...

Much like the Town’s scenic corridor landscape code, this code section, along with the Town’s other extensive requirements and efforts to maintain open space, exist to benefit the public at large. The fencing in this instance exists to keep **everyone** from the open space easement. **To deny this as a facility because it benefits only the residents of the District flies in the face of the fact that they are prevented from the use of the facility (conservation easement) on the other side of the fence. In fact, the District has received complaints over time from the abutting property owners that the easement is “wild and overgrown and not maintained”.** But, that is how a conservation easement in this instance is to be kept.

SUMMARY: In both cases, the facilities (fencing) are demonstrated to either have access by the public, benefit the public, or both, in keeping with FEMA’s rules and regulations (PAPPG II, p15).

2. Debris Removal Eligibility.

The denial of the District's first appeal is bewildering. We find this akin to an insurance company maintaining that the removal of a tree fallen upon a roof would be ineligible for coverage. While that may be true if the tree fell away from the structure, courts have always held that the peril to the roof was direct because the effect was direct. That is true here. There would be no way to repair the fence while the landscape debris remained in the way of the work. The District spent considerable effort in working with the various inspectors sent out after the storm in identifying the limits of work. Much landscape debris remained outside the scope of work claimed by the District. The District's bid materials document those areas which would be covered by FEMA and areas which would not be covered by FEMA. The District had considerable landscape debris that did not affect fencing and which was segregated both in bidding, debris removal, and payment. Most of the debris removal occurred in the conservation easement area and was extensive precisely because this area is not generally maintained, but left in its natural state. Unfortunately, this easement is the only legal access the District has to its fencing and it was agreed between the District and the FEMA-related inspectors that the only way to get to the fence would be to remove the debris so that equipment and workers could gain access. The work off 14th street was easier because there was less debris. This work was documented not only by the District, but by the various FEMA-related inspectors sent after the storm. Considerable time and effort was spent by all parties to make sure this was done correctly. Frankly, we are bewildered at this stage to see this assertion by FEMA. We have attached our bid documents as a demonstration that this issue was considered from the very beginning of the storm's inspection activity. **THIS ISSUE WAS HEAVILY DOCUMENTED BY THE INSPECTORS AFTER THE STORM.**

SUMMARY: FEMA'S assertion in its first denial at the regional level incorrectly asserts that debris removed to provide access for repairs to an otherwise eligible facility is as ineligible as if the debris had fallen in place and not damaged or prevented repairs to that facility. The debris was removed solely to provide access to the fence line so that repairs could be completed. The fencing could not be repaired without removal of the debris. Fencing contractors would not bid on the repair without having the fence line cleaned.

FEMA's Conclusion.

In its denial letter, FEMA concludes "The Subrecipient, a Community Development District, does not maintain and operate a facility that is either open to or serves the general public. Therefore, the appeal is denied." In its conclusion, they do not summarize the issue of debris removal. Because of that, we believe this issue is more to the point about access and public benefit.

We believe that a knee-jerk reaction to the issue of gates, access, and Community Development Districts has been made. The law and regulations do not categorically prevent CDD's from eligibility. Nor do they specifically mention anything about gates. All we are required to do to be eligible for assistance is to be legally responsible for ownership, maintenance, and operation of an eligible facility that is open to the general public or provides a service to the general public. In the case of the 14th Street repairs, we have definitively documented that the facilities, by local law, are open to and benefit the general public. In the case of the conservation easement on the eastern limits of the District, we again demonstrate that though these facilities are not open either to the public or the District's residents, they are required under local law to be maintained as open space in their natural state and therefore benefit the public at large. We are also aware of FEMA deeming eligible identical facilities maintained by the Town and Broward County and we believe we are not being equally treated in this regard. Clearly, the promulgated rules and regulations contemplate this type of facility, otherwise facility eligibility would not be bifurcated into facilities that are either open to the general public or provide a service to the general public.

District's 2nd Appeal Summary: We hold that the 14th Street fencing repairs are open to and benefit the general public and that the conservation easement fencing repairs, while not open to any public, including CDD residents, benefit all the public as natural open space. Perversely, not allowing the fencing along the conservation easement to be eligible as a facility would allow the property owners along the easement to personally benefit at the general public's expense.

The assertion that debris material in the way of fencing repairs is not eligible has been demonstrated to be false as the word "debris" in this context is "debris" only in the sense that it was an obstacle to repair of an eligible facility and not "debris" that posed "an immediate threat or hazard to improved property or public use areas. We will be glad to show where FEMA has paid for similar debris removal along other fence lines undertaken as part of a fence repair. We are only asking to be similarly and fairly treated.

We again assert the facilities that were damaged as a result of Hurricane Irma meet all applicable Statutes, Regulations, and Policies in Effect as of the Declaration of Emergency or Disaster, including The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, Pub. L. No. 93-288 §406, 42 U.S.C. §5172, Repair, Restoration, Replacement; Title 44 of the Code of Federal Regulations §206.223 General Work Eligibility; FEMA Public Assistance Program and Policy Guide, FP 104-019-2 (April 2018) (PAPPG), Chapter 2: Public Assistance Policy, Section III: Facility Eligibility (A) Public Facility. With regard to FEMA Public Assistance Program and Policy Guide, FP 104-019-2 (April 2018)(PAPPG), Chapter 2: Public Assistance Policy, Section III: Facility Eligibility

We therefore petition for a reversal of the decision made by Roger Jones, Infrastructure Branch Director, FEMA 4337-DR-FL, finding the facility and project ineligible for funding, as further described in the January 8, 2019, letter and the accompanying Eligibility Determination Memorandum for Project 6307, as well as the denial of our first appeal by Gracia B. Szezech, Regional Administrator, Region IV, FEMA

Should you need further information or documentation, please feel free to contact me.

Cordially,

Christopher Wallace
District Manager
Belmont Lakes Community Development District

Chrisw@muniltyics.biz
954-903-0712 x205 office

Proposal for Extra Work at Belmont Lakes CDD

Property Name Belmont Lakes CDD
Property Address 15215 SW 15 Place
Davie, FL 33314

Contact Chris Wallace
To Belmont Lakes CDD
Billing Address 7320 Griffin Rd Ste 102
Ft Lauderdale, FL 33314

Project Name Belmont Lakes remove dead trees
Project Description Removal

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Remove dead trees.	\$2,250.00	\$2,250.00

For internal use only

SO# 7118121
JOB# 353700042
Service Line 300

Total Price \$2,250.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
440 Sawgrass Corporate Parkway, Suite 10, Sunrise, FL 33325 ph. fax

Proposal for Extra Work at Belmont Lakes CDD

Property Name	Belmont Lakes CDD	Contact	Chris Wallace
Property Address	15215 SW 15 Place Davie, FL 33314	To	Belmont Lakes CDD
		Billing Address	7320 Griffin Rd Ste 102 Ft Lauderdale, FL 33314
Project Name	Palm and Tree Trimming		
Project Description	Recommend 6 months after contract tree prune		

Scope of Work

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

Brightview Landscape will not be held responsible for damages to any underground utilities, sprinkler lines, sprinkler heads or pipes of any kind during removals, root pruning, stump grinding, tree installation, and tree trimming. Client will be responsible for locating and marking any underground lines. Brightview Landscape is NOT responsible for surrounding plants or sod that is damaged due to work being completed as contracted. Brightview Landscape will not be responsible for permit fees if applicable.

MAINTENANCE PRUNE LISTED TREES ON PROPERTY. LISTED HARDWOODS WILL BE PRUNED FOR ELEVATION, BUILDING, AND SECURITY LIGHT CLEARANCE. CANOPIES WILL BE CLEANED OF DEADWOOD GREATER THAN 1.5 INCHES, DIAMETER

ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANOR AND CONFORM TO ALL ANSI Z.133 SAFETY STANDARDS.

ALL PRUNING SHALL CONFORM TO ANSI 300 PRUNING STANDARDS AS WELL AS LOCAL AND COUNTY CODES.

PALMS WILL BE PRUNED 9/3 WITH ALL SEED PODS AND INFLORESCENCE REMOVED. LOOSE BOOTS WILL BE REMOVED BY HAND. THERE WILL BE NO MECHANICAL SHAVING OF BOOTS.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Palm and Tree Pruning	\$6,691.00	\$6,691.00

For internal use only

SO# 6972259
JOB# 353700042
Service Line 300

Total Price \$6,691.00

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440 Sawgrass Corporate Parkway, Suite 10, Sunrise, FL 33325 ph. fax

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

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

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

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

Acceptance of this Contract

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

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

Customer

Property Manager

Signature

Title

Chris Wallace

February 07, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Barry Cooper

February 07, 2020

Printed Name

Date

Job #: 353700042

Proposed Price: \$6,691.00

SO # 6972259

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year. Warranty will extend for as long as BrightView is retained as the maintenance provider.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)

Proposal for Extra Work at Belmont Lakes CDD

Property Name	Belmont Lakes CDD	Contact	Chris Wallace
Property Address	15215 SW 15 Place Davie, FL 33314	To	Belmont Lakes CDD
		Billing Address	7320 Griffin Rd Ste 102 Ft Lauderdale, FL 33314

Project Name	Reduce top of ficus hedge south end down to 7 feet
Project Description	South side

Scope of Work

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Brightview Landscape will not be held responsible for damages to any underground utilities, sprinkler lines, sprinkler heads or pipes of any kind during removals, root pruning, stump grinding, tree installation, and tree trimming. Client will be responsible for locating and marking any underground lines. Brightview Landscape is NOT responsible for surrounding plants or sod that is damaged due to work being completed as contracted. Brightview Landscape will not be responsible for permit fees if applicable.

MAINTENANCE PRUNE LISTED TREES ON PROPERTY. LISTED HARDWOODS WILL BE PRUNED FOR ELEVATION, BUILDING, AND SECURITY LIGHT CLEARANCE. CANOPIES WILL BE CLEANED OF DEADWOOD GREATER THAN 1.5 INCHES, DIAMETER

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ALL PRUNING SHALL CONFORM TO ANSI 300 PRUNING STANDARDS AS WELL AS LOCAL AND COUNTY CODES.

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Trim ficus down to 7 feet, 1 foot above fence.	\$5,725.00	\$5,725.00

For internal use only

SO# 6899548
JOB# 353700042
Service Line 300

Total Price \$5,725.00

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
440 Sawgrass Corporate Parkway, Suite 10, Sunrise, FL 33325 ph. fax

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

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

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

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

Acceptance of this Contract

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

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

Customer

Property Manager

Signature

Title

Chris Wallace

February 07, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Barry Cooper

February 07, 2020

Printed Name

Date

Job #: 353700042

Proposed Price: \$5,725.00

SO # 6899548

Proposal for Extra Work at Belmont Lakes CDD

Property Name	Belmont Lakes CDD	Contact	Chris Wallace
Property Address	15215 SW 15 Place Davie, FL 33314	To	Belmont Lakes CDD
		Billing Address	7320 Griffin Rd Ste 102 Ft Lauderdale, FL 33314
Project Name	Enhancement fill in missing plants		
Project Description	Belmont Lakes AKA Blackhawk		

Scope of Work

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Brightview Landscape will not be held responsible for damages to any underground utilities, sprinkler lines, sprinkler heads or pipes of any kind during removals, root pruning, stump grinding, tree installation, and tree trimming. Client will be responsible for locating and marking any underground lines. Brightview Landscape is NOT responsible for surrounding plants or sod that is damaged due to work being completed as contracted. Brightview Landscape will not be responsible for permit fees if applicable.

QTY	UoM/Size	Material/Description	Unit Price	Total
Main Entrance			Subtotal	\$1,552.21
4.00	EACH	15 gallon Queen Emma in place of bougainvillea at monuments	\$106.00	\$424.00
9.00	EACH	7 gallon Aechmea Bromeliads in place of philodendron to match east side.	\$106.00	\$954.00
1.00	FLAT	Prep and install	\$156.01	\$156.01
65.00	EACH	Fertilization tablets	\$0.28	\$18.20
SW 14th Street to entrance			Subtotal	\$566.60
6.00	GALLON	3 gallon coco plum	\$8.00	\$48.00
18.00	GALLON	3 gallon trinet	\$9.00	\$162.00
16.00	GALLON	3 gallon fakahatchee grass	\$8.00	\$128.00
120.00	EACH	Fertilization tablets	\$0.28	\$33.60
1.00	FLAT	Prep and install includes flush cut of dead holly	\$195.00	\$195.00
14th Street at monument to Shotgun			Subtotal	\$578.61
30.00	GALLON	3 gallon trinet	\$9.00	\$270.00
10.00	GALLON	3 gallon fakahatchee grass	\$8.00	\$80.00
120.00	EACH	Fertilization tablets	\$0.28	\$33.60
1.00	FLAT	Prep and install includes removing coral at pole	\$195.01	\$195.01
Shotgun Road			Subtotal	\$1,033.73
66.00	GALLON	3 gallon trinet	\$9.00	\$594.00
17.00	GALLON	3 gallon fakahatchee grass	\$8.00	\$136.00

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440 Sawgrass Corporate Parkway, Suite 10, Sunrise, FL 33325 ph. fax

Proposal for Extra Work at Belmont Lakes CDD

249.00	EACH	Fertilization tablets	\$0.28	\$69.72
1.00	FLAT	Prep and install includes flush cut of 4 dead small trees	\$234.01	\$234.01
Fence on Shotgun and SW 17th Street				Subtotal \$686.64
25.00	GALLON	3 gallon red copper leaf	\$9.50	\$237.50
40.00	GALLON	3 gallon trinet	\$9.00	\$360.00
195.00	EACH	Fertilization tablets	\$0.28	\$54.60
1.00	HOURL	Prep and install, if no irrigation no guarantee.	\$34.54	\$34.54

For internal use only

SO# 6895336
JOB# 353700042
Service Line 130

Total Price \$4,417.79

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440 Sawgrass Corporate Parkway, Suite 10, Sunrise, FL 33325 ph. fax

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

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

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

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

Acceptance of this Contract

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

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

Customer

Property Manager

Signature

Title

Chris Wallace

February 07, 2020

Printed Name

Date

BrightView Landscape Services, Inc. "BrightView"

Account Manager, Senior

Signature

Title

Barry Cooper

February 07, 2020

Printed Name

Date

Job #: 353700042

Proposed Price: \$4,417.79

SO # 6895336

Exclusions And Qualifications

Personnel/ Working Hours

- This Proposal is based upon personnel working normal daytime hours, 8 hour work day, 40 hour work week. Proposal excludes working in an ineffective manner (rain, unsafe working conditions, etc.)
- BrightView is an open shop contractor, non-signatory to any labor agreements.
- This Proposal is based on non-prevailing wage and non-union labor rates.
- This proposal is based on performing the work in one continuous operation and includes one mobilization of equipment, tools and resources to and from site.

Utilities, Traffic Control, and Permitting

- BrightView excludes any permits or applicable fees in this proposal. Permits and fees, if required, are to be supplied and paid for by others including street closure and traffic control plans.
- Permanent or temporary Water meter fees, permits, installation and cost for water not included in proposal.
- BrightView Landscape Maintenance, Inc. is not responsible for underground or overhead utilities or their re-routing.
- BrightView is not responsible for unmarked private utilities.
- A minimum of (48) hour notice prior to mobilization must be provided for proper underground utility marking, etc. in public areas.
- The owner shall be responsible for identifying and marking all underground utilities within in the work site.
- BrightView shall accept no responsibility for damage to any unmarked underground utilities.

Scope of Work/ Project Specifications

- No import or export soils are provided for in this proposal except as noted in the scope of work. All planting spoils to be used on-site.
- Equipment access roads and level crane pads are to be provided at the time of installation and approved by BrightView prior to mobilization.
- Any and all concrete or asphalt cutting, demolition, removal and replacement to be performed by others.
- Hardscape, electrical, surveying, metal work or waterproofing or any other scope not specified in this proposal are excluded.
- No demolition work is provided for in this proposal except as noted in the scope of work.
- BrightView will receive the site clean and free of weeds and construction debris and in finish graded condition (plus or minus 1/10th foot)
- Site is to be readily accessible by smooth bucket skip loader, forklift, and workmen with hand tools, semi-truck and trailer.
- Cutting, patching or penetration of planter walls is excluded. Coring of structures has not been included. All necessary penetrations into existing planters, sealing of these penetrations, etc. to be by others.
- Waterproofing, protection boards, and topping slabs shall be completed, in place and tested by others prior to mobilization.
- Specified plant materials are subject to availability at the time of construction.

Irrigation

- BrightView shall be given sufficient notice to place irrigation sleeves prior to paving, curbing or wall footings being poured.
- No hardscape (asphalt, concrete, etc.) cutting for purposes of installing irrigation piping, wires, etc. is provided in this proposal.
- Irrigation to be taken from provided point of connection. Water meter installation excluded.
- Irrigation to be installed per plan. Any necessary irrigation modifications to be billed at time and materials.
- Power (110v) P.O.C. for irrigation controller will be provided by the others.
- BrightView will warranty the irrigation system, with regards to material and workmanship for (90) days post-installation.

Warranty

- BrightView shall Warranty all shrubs, ground cover and vines for a period of (90) days. Specimen trees for a period of one (1) year. Warranty will extend for as long as BrightView is retained as the maintenance provider.
- Warranty does not extend beyond the natural life cycle of the plant material. (E.G. annual color, perennials, biennials, etc.)