MINUTES OF MEETING

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

TARA

COMMUNITY DEVELOPMENT DISTRICT 1

PLEDGE OF PUBLIC CONDUCT
WE MAY DISAGREE, BUT WE WILL BE RESPECTFUL OF ONE ANOTHER
WE WILL DIRECT ALL COMMENTS TO ISSUES
WE WILL AVOID PERSONAL ATTACKS

The regular meeting of the Board of Supervisors of the Tara Community Development District 1 was held on Tuesday, June 26, 2018 at 9:00 a.m. at the Tara Community Center, located at 7340 Tara Preserve Lane, Bradenton, Florida 34203.

Present and constituting a quorum:

Gene Rado  
Dan Powers  
Joe Mojica  
Dave Woodhouse  
Darby Connor  

Also present were:

Angel Montagna  
John Vericker  
Rick Schappacher  
Jim Kaluk  
Scott Green  
Sarah Bowen  
Dana Bryant  

Audience:  

FIRST ORDER OF BUSINESS

Call to Order

Ms. Montagna called the meeting to order and conducted roll call.
SECOND ORDER OF BUSINESS

Pledge of Allegiance

Ms. Montagna led all those present in the Pledge of Allegiance.

THIRD ORDER OF BUSINESS

Adoption of Agenda

On a Motion by Mr. Woodhouse, seconded by Mr. Rado, with all in favor, the Board of Supervisors approved the meeting agenda as presented for Tara Community Development District I.

FOURTH ORDER OF BUSINESS

Audience Comments

Mr. Rado addressed the newsletter issue and he asked Jay to look into it. Mr. Rado opened the floor for audience comments.

John Schmidt stated that in December Mr. Rado made an illegal motion to have the District Manager run the Board meetings. District Counsel explained why this was not illegal.

Ada Mojica stated that Mr. Kaluk said that Ms. Montagna told him that residents were not allowed to sit in his office. Ms. Montagna stated that she did say that anyone was restricted from Mr. Kaluk’s office.

Don Coppage would like the treatment of the Brazilian Peppers out on hold until after rainy season.

Anthony Nesto asked the Board to make a motion eliminating volleyball at the pool.

A resident asked questions regarding the budget.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Aquatics & Landscape Report

Ms. Bowen presented and reviewed the Aquatics Report dated June 4, 2018. She stated that 9 out of 33 ponds needed attention. Ms. Bowen stated that the Alum resets have been completed.

Mr. Green presented the Landscape Report for June 7, 2018. He gave the Board an update on the landscape maintenance. A discussion ensued.

Mr. Connor spoke regarding refurbishing the signage. A proposal is attached as (Exhibit “A”).
Mr. Bryant presented and reviewed two landscape maintenance proposals. Attached as (Exhibit “B”).

On a Motion by Mr. Connor, seconded by Mr. Rado, with all in favor, the Board approved the Sunrise Landcare’s proposal for bushes in the front of the community ($3,352.00) for the Tara Community Development District 1.

Mr. Connor reminded Mr. Bryant that he would like to see the cost for Olive trees.

It was stated that Bill Martin will trim his own Oak tree.

B. Field Manager Report
Mr. Kaluk reviewed his report for June with the Board. He presented proposals for pool gate and proximity cards, roofing proposals, and a service agreement from Enviro-Tech. Attached as (Exhibit “C”). Discussion ensued. Mr. Kaluk will file a claim for the roof leak.

C. District Counsel
No report.

D. District Engineer
Mr. Schappacher stated that he will check the rip rap on pond 5. There was a complaint regarding flooding on pond 8. Mr. Schappacher stated that he will take a look for any blockages. He stated that the weir needs to be cleared/sprayed due to the peppers growing back up.

E. District Manager
Ms. Montagna announced that the next meeting will be held on July 24, 2018 at 9:00 a.m. and the Board will be holding a public hearing on the fiscal year 2018/2019 budget.

The Board took a recess at 10:39 a.m. and returned at 10:51 a.m. with all those originally in present still in attendance.

SIXTH ORDER OF BUSINESS

Old Business Items

Mr. Connor and Mr. Mojica discussed the pool rules. Mr. Connor submitted some sample pool rules. Attached as (Exhibit “D”). Mr. Mojica stated that he believes that the pool policies should not change. He submitted the current pool rules. Attached as (Exhibit “E”). The Board decided to hold a discussion on the pool rules at their July meeting.
SEVENTH ORDER OF BUSINESS

Consideration of Aquagenix Proposal to Clear Both Sides of Tara Blvd. at the Headwalls

Ms. Montagna presented and reviewed the proposal to clear both sides of Tara Blvd. at the headwalls. Discussion ensued. The Board decided to table this proposal until the July meeting so as to obtain additional proposals for the work.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Field Manager

The Board decided to table this discussion.

NINTH ORDER OF BUSINESS

Consideration of the Minutes of the Board of Supervisors’ Meeting held on May 22, 2018

Mr. Rado presented the minutes of the Board of Supervisors’ meeting held on May 22, 2018. The Board requested changes to line 70 and line 132.

On a Motion by Mr. Woodhouse, seconded by Mr. Mojica, with all in favor, the Board approved the minutes of the Board of Supervisors’ meeting held on May 22, 2018 as amended for the Tara Community Development District 1.

TENTH ORDER OF BUSINESS

Consideration of Operation and Maintenance Expenditures for May 2018

Mr. Rado presented the Operations and Maintenance Expenditures for May 2018 to the Board.

On a Motion by Mr. Woodhouse, seconded by Mr. Rado, with all in favor, the Board approved the Operation and Maintenance Expenditures for May 2018 ($59,732.84) as presented for the Tara Community Development District 1.

ELEVENTH ORDER OF BUSINESS

Supervisor Requests

Ms. Montagna asked if there were any Supervisor requests. Mr. Woodhouse spoke regarding vandalism.

Mr. Mojica presented an email he received from Mr. Connor regarding pool rules. Attached as Exhibit “F”.

4
Mr. Powers spoke regarding suspending Aquagenix until November. He spoke regarding the Sunshine Law. He said that there will be no more calls or threats from Supervisors or he will report it to the Bureau.

**TWELFTH ORDER OF BUSINESS**

**Adjournment**

Mr. Rado stated that if there was no further business to come before the Board then a motion to adjourn would be in order.

On a Motion by Mr. Mojica, seconded by Mr. Woodhouse, with all in favor, the Board adjourned the meeting at 11:18 a.m. for the Tara Community Development District 1.
Exhibit A
3/24/17

To: The Preserve at Tara
Re: Ground Signs.

Provide all materials, tools and labor to perform the following sign work.

Repaint the three (3) dimensional monument signs located at the NE, SE and SW corners of Tara Preserve Lane & Tara Blvd.
$2,400.00

Repaint the two (2) single panel metal The Preserve at Tara sign and frame. This includes two new full color Preserve logo prints with UV protective clear laminate. Signs located on either end of Tailfeather Way and Tara Blvd.
$550.00

Subtotal - $2,950.00
Tax - $206.50
Total - $3,156.50

Bill King
King Signs, Inc.

Ph. 941-924-8456
2920 Hyde Park Street
Sarasota, FL 34239

Email: bill@king-signs.com
www.king-signs.com
Exhibit B
RE: Landscape Proposal for Project TARA

Dear to whom,

Thank you for the opportunity to bid on this project. Find the following Sunrise Landscape Contractors, Inc.'s proposal with the landscape materials itemized for your review. Please note that this proposal is based on plans and specifications prepared by

Proposal Summary:
Remove failing Holly's and replace with Crape Myrtle

Landscape Materials: $868.00
Sod: 
Irrigation Total: $100.00
GRAND TOTAL: $968.00 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landscape looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely

[Signature]

D. Bryant

CUSTOMER or REPRESENTATIVE SUNRISE LANDSCAPE - D Bryant

Accepted By: __________________________ Accepted By: __________________________

Print Name: __________________________ Print Name: __________________________

Date: __________________________ Date: __________________________

Sunrise Landcare Inc.
P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155
Holly Removal & Crepe Myrtle Install

June 19, 2018

SCOPE: Remove (2) Holly Trees that are failing along Tara Blvd and replace (2) of them with multi trunk Crepe Myrtles. This will include the use of a boom truck to remove the Holly's, and Disposing of the trees. Filling the 2 holes not receiving a Crepe Myrtle with soil, and sod or mulch. Soil amendments for the Crepe Myrtles and Irrigation Adjustments.

<table>
<thead>
<tr>
<th>Landscape Materials</th>
<th>Description</th>
<th>QTY</th>
<th>Price</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trees</td>
<td>Holly Removal</td>
<td>2</td>
<td>100.00</td>
<td>per</td>
<td>$200.00</td>
</tr>
<tr>
<td></td>
<td>Crape Myrtle 6-8'</td>
<td>2</td>
<td>235.00</td>
<td>per</td>
<td>$470.00</td>
</tr>
<tr>
<td></td>
<td>Additional Crape Myrtle N/C</td>
<td>2</td>
<td>0.00</td>
<td>per</td>
<td>$0.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Planting Soil (for use as backfill in planting pits only) &amp; Mulch</td>
<td>2</td>
<td>75.00</td>
<td>cu yd</td>
<td>$150.00</td>
</tr>
<tr>
<td></td>
<td>Mulch</td>
<td>8</td>
<td>6.00</td>
<td>cu yd</td>
<td>$48.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

Sod

<table>
<thead>
<tr>
<th>Irrigation</th>
<th>Description</th>
<th>QTY</th>
<th>Price</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>New Drip / Bubbler</td>
<td>4</td>
<td>25.00</td>
<td>per</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

GENERAL NOTES: NOTE: Any work or items not specifically included are excluded.

1 Any work or items not specifically included are excluded.
2 Annuals are excluded from warranty/guarantee.
3 Irrigation by Other. Material without automated/adequate irrigation cannot be guaranteed.
4 Guarantee does not cover replacement of material that is damaged or missing during guarantee period.
5 Customer is solely responsible for all underground obstructions, including without limitation utility lines, lime rock, and construction debris. Sunrise Landscape reserves the right to pass onto the Customer any additional actual costs it incurs if unusual or unanticipated ground conditions such as rock formations or other underground obstructions impede the installation contemplated under this Contract.
6 This proposal and price is good for 45 days from date of quote, prices subject to change thereafter.
7 If extraneous or deleterious materials or conditions detrimental to plant growth or installation of any material are encountered, an on-site review will be done, and the General Contractor, Owner's Representative, or Owner notified of recommendations and the costs involved for remedial actions.
8 All plants, trees, sod, etc. required for this job are subject to market availability.
9 Clean up of site limited to debris and waste generated by this contractor.
10 These notes become part of any contract or agreement entered into unless specific exceptions are made in writing stating otherwise, adding to or deleting from scope of work.
Holly Removal & Crepe Myrtle Install

 SCOPE: Remove (2) Holly Trees that are failing along Tara Blvd and replace (2) of them with multi trunk Crepe Myrtles. This will include the use of a boom truck to remove the Holly's, and Disposing of the trees. Filling the 2 holes not receiving a Crepe Myrtle with soil, and sod or mulch. Soil amendments for the Crepe Myrtles and Irrigation Adjustments.

11 Watering Restrictions: Sunrise Landscape is bound by local water restrictions which may in fact result in irreparable stress and/or demise of landscape plant material and turf. Sunrise Landscape cannot be held responsible for long or short term drought related stress, damage, or demise of landscape plant material and turf with regards to restricted irrigation regulations over which Sunrise Landscape has no direct control.

12 Lien: According to Florida's Construction Lien Law (sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Florida's Construction Lien Law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

13 Attorney Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
RE: Landscape Proposal for Project TARA

Dear [to whom],

Thank you for the opportunity to bid on this project. Find the following Sunrise Landscape Contractors, Inc.'s proposal with the landscape materials itemized for your review. Please note that this proposal is based on plans and specifications prepared by:

Proposal Summary: Pool Landscape

Landscape Materials: $3,352.00
Sod:
Irrigation Total:

GRAND TOTAL: $3,352.00 *

* Pricing is valid for 30 days

Please do not hesitate to contact this office if you have any questions or comments. Sunrise Landscape looks forward to working with you towards the successful completion of this project. Thank you for extending to us the opportunity to earn your business.

Sincerely,

[Signature]

[Name]

[Title]

[Contact Information]

Sunrise Landcare Inc.
P.O. Box 16531 • Tampa, FL 33687 • (813) 985-9381 • FAX (813) 664-0155
SCOPE: On the Street Side of the Pool, remove and dispose of the existing Hawthorn And Walters. Replace with Bottle Brush, Panama Rose, Blue My Mind Blue Daze, and Variagated Ginger.

<table>
<thead>
<tr>
<th>Landscape Materials</th>
<th>Description</th>
<th>QTY</th>
<th>Price</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shrubs</td>
<td>Bottle Brush (15gal)</td>
<td>20</td>
<td>60.00</td>
<td>per</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Panama Rose</td>
<td>24</td>
<td>13.00</td>
<td>per</td>
<td>$312.00</td>
</tr>
<tr>
<td></td>
<td>Blew My Mind Blue Daze</td>
<td>30</td>
<td>6.00</td>
<td>per</td>
<td>$180.00</td>
</tr>
<tr>
<td></td>
<td>Variagated Ginger (3gal)</td>
<td>12</td>
<td>12.50</td>
<td>per</td>
<td>$150.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>Mulch</td>
<td>60</td>
<td>6.00</td>
<td>cu yd</td>
<td>$360.00</td>
</tr>
<tr>
<td></td>
<td>Labor</td>
<td>1</td>
<td>1,050.00</td>
<td>per</td>
<td>$1,050.00</td>
</tr>
<tr>
<td></td>
<td>Disposal</td>
<td>1</td>
<td>100.00</td>
<td>per</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

**TOTAL** $3,352.00

GENERAL NOTES: NOTE: Any work or items not specifically included are excluded.

1. Any work or items not specifically included are excluded.
2. Annuals are excluded from warranty / guarantee.
3. Irrigation by Other. Material without automated/adequate irrigation cannot be guaranteed.
4. Guarantee does not cover replacement of material that is damaged or missing during guarantee period.
5. Customer is solely responsible for all underground obstructions, including without limitation utility lines, limerock, and construction debris. Sunrise Landscape reserves the right to pass onto the Customer any additional actual costs it incurs if unusual or unanticipated ground conditions such as rock formations or other underground obstructions impede the installation contemplated under this Contract.
6. This proposal and price is good for 45 days from date of quote, prices subject to change thereafter.
7. If extraneous or deleterious materials or conditions detrimental to plant growth or installation of any material are encountered, an on-site review will be done, and the General Contractor, Owner's Representative, or Owner notified of recommendations and the costs involved for remedial actions.
8. All plants, trees, sod, etc. required for this job are subject to market availability.
9. Clean up of site limited to debris and waste generated by this contractor.
10. These notes become part of any contract or agreement entered into unless specific exceptions are made in writing stating otherwise, adding to or deleting from scope of work.
11. Watering Restrictions: Sunrise Landscape is bound by local water restrictions which may in fact result in irreparable stress and/or demise of landscape plant material and turf. Sunrise Landscape cannot be held responsible for long or short term drought related stress, damage, or demise of landscape plant material and turf with regards to restricted irrigation regulations over which Sunrise Landscape has no direct control.
SCOPE: On the Street Side of the Pool, remove and dispose of the existing Hawthorn And Walters. Replace with Bottle Brush, Panama Rose, Blue My Mind Blue Daze, and Variegated Ginger.

12 Lien: According to Florida's Construction Lien Law (sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Florida's Construction Lien Law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

13 Attorney Fees: In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.
Exhibit C
Install Access control as follows:

**Pool Gate:**
1. Magnetic lock
2. Request to exit button for egress
3. Proximity card/fob reader

**Tennis courts:**
1. Magnetic lock
2. Request to exit button for egress
3. Proximity Card/fob reader

**Men's room:**
1. Electric door strike
2. Proximity Card/fob reader

**Woman's room:**
1. Electric door strike
2. Proximity Card/fob reader

**Optional** SystemLink Management software installation and training ($850.00 option)

Proximity cards will cost $3.50 Ea
1 Hardware

1 XR 150 Dialer/Network/Large Grey enclosure

1 USB Computer Proximity Reader Enrollment

2 Single Gang Weatherproof Box for remote keypads – outside applications

2 Alarm Controls request to exit w/30 Sec

1 18/2 GRAY 1000' PULL BOX

1 GREEN LCD w/SHORTCUT KEYS, WHITE FOR ALL PANELS

2 12V 7AH SLA BATTERY
4  Wiegand Interface Module

4  Cascade Proximity Reader

2  MAG LOCK 600LBS

2  S006C LBM ELEC STRIKE, Hanchoit Entry Systems

2  C Bracket for magnetic lock
INSTALLATION OF ACCESS CONTROL

Terms as follows:
50% Deposit required, balance due upon completion
System includes One year warranty on all parts and labor

Sub Total $9921.48
Labor $0.00
Sales Tax $0.00
Total This Proposal $9921.48

06-25-2018

Please Print Name Here

Date Approved

Digital Signature
Proposal Submitted To
Tara Community Center
Attn: Jim Kaluk
7340 Tara Preserve Ln
Bradenton, FL 34203

Phone 756-2416 Fax 756-2416

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove side of roof facing pool from hip to hip all the way up to top.</td>
<td>15,644.00</td>
</tr>
<tr>
<td>To inspect and re-nail wood decking per code. To install a high temperature Peel &amp; Stick underlayment.</td>
<td></td>
</tr>
<tr>
<td>To match existing green roof as close as possible with a standing seam snap lock system.</td>
<td></td>
</tr>
<tr>
<td>8 sheets of plywood included. Permit included. Existing gutters to stay.</td>
<td></td>
</tr>
<tr>
<td>Contractor labor guarantee five (5) years from completion date.</td>
<td></td>
</tr>
<tr>
<td>Extra Woodwork: $76.00 per sheet plywood, $8.00 per linear foot fascia, $9.00 per ft cedar fascia, $4.50 per ft scabbing.</td>
<td></td>
</tr>
</tbody>
</table>

Due to the known volatility of the steel industry, if there is an increase in the price of steel products charged to the contractor subsequent to making this proposal/contract, the price set forth in this contract shall be increased to reflect such. Upon request contractor will submit verification of such increase.

Due to the inconsistencies of roof decks and the stresses of performed metal panels, any oil canning effect that may result is not cause for rejection of roof system. This is cosmetic in nature and does not effect the integrity of the roof warranty.

Terms 30% deposit, 70% upon completion

Total $15,644.00

Note: This proposal may be withdrawn by us if not accepted within 30 days.
## Proposal

**Job Name**

**Job Location**

**Job Description**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide general maintenance on metal roof.</td>
<td>1,400.00</td>
</tr>
<tr>
<td>To change out 1- ARV10 vent.</td>
<td></td>
</tr>
<tr>
<td>To reseal around all penetrations. Caulking is old and cracked.</td>
<td></td>
</tr>
<tr>
<td>To sand one rusted area and paint on rust inhibitor. To match color as close as possible.</td>
<td></td>
</tr>
<tr>
<td>To use Solar Seal to caulk all cracks in wood and around windows up top.</td>
<td></td>
</tr>
</tbody>
</table>

Due to the price volatility of roofing material, Amick Roofing, Inc. reserves the right to withdraw this proposal in the event of any significant price increases, or may pass those increases into the proposal for acceptance by the customer. Permit Fees not included.

**Terms**

<table>
<thead>
<tr>
<th>Due on Completion</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,400.00</td>
</tr>
</tbody>
</table>

**Note:** This proposal may be withdrawn by us if not accepted within 30 days.

**Rep Signature**

**Customer Signature**

**Date**
This Service agreement (the "Agreement") is entered into on the 25th day of June 2018 by ENVIRO-TECH LLC ("Contractor") and Tara Community Center ("Owner").

**Property:** Owner / Owner Agent retain Contractor to provide certain roof services with respect to:

<table>
<thead>
<tr>
<th>7340 Tara Preserve Lane, Bradenton FL 34203</th>
</tr>
</thead>
<tbody>
<tr>
<td>(&quot;The Property&quot;)</td>
</tr>
</tbody>
</table>

Owner / Owner Agent and Contractor agree to the following terms and conditions:

**Scope of Work:** Owner / Owner Agent retain Contractor to provide the services described herein below and as identified on diagram "Affected Area".

*Repair to metal roof:*

- $1,850.00

*Remove metal panels and existing underlayment. Perform any necessary repairs to decking, install new underlayment and reinstall existing metal panels.*

*Proposed value does not include new metal panels.*

Any additional services or materials not included in the above scope of work shall be provided at an additional cost as provided per Exhibit "A".

**Sub Total $** 1,850.00

**Tax $**

**Proposed Total $** 1,850.00

Deposit Received __________  Balance Due upon Completion __________
1. **Compensation:** With respect to the "Scope of Work" described on front cover and/or as listed in detail, Owner / Owner Agent agree to compensate Contractor in the amount listed as "Proposed Cost" as well as any and all additional services or materials required to complete the services as described in section "Scope of work" in accordance with the "Schedule of Values" as detailed in EXHIBIT "A". All additional services requested by Owner / Owner Agent will be billed in addition to the stated Proposed Cost amount. Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law.

2. **Deposit or Down Payment:** Owner / Owner Agent agree to provide a Deposit or Down Payment to Contractor if requested. Should a deposit or down payment be requested, the Deposit shall be received by Contractor prior to ordering materials or scheduling date of service. Un-used amounts held as deposit will be returned to Owner / Owner Agent upon project completion. Contractor will execute upon request a partial or final lien release in accordance with the Florida Construction Lien Law.

3. **Additional Costs:** Included in Exhibit "A" Schedule of Values are additional costs (necessary repairs or services) required for the completion of the proposed scope of work. Execution of this contract authorizes Contractor to provide and be compensated for such repairs. These costs will be assessed and submitted to the Owner(s) as provided in Exhibit "A" Schedule of Values. All payments for additional costs shall be due upon receipt.

4. **Entire Agreement:** Owner and Contractor acknowledge that this Agreement constitutes the entire agreement between them regarding the subject matter described herein on both front and back of this document. This Agreement may not be modified or amended without a written document signed by both parties. Owner retains Contractor to provide the services described on Scope of Work. Contractor at Contractor’s sole cost and expense will supply all labor, materials and equipment necessary for the full and complete performance of the Services. Without limiting the generality of the foregoing, Contractor, at Contractor’s sole cost and expense, shall be responsible for employee payroll, general liability insurance, state unemployment compensation, federal unemployment compensation, workers’ compensation, FICA, equipment, supplies, supervision, general and administrative costs and miscellaneous benefits. Contractor warrants to Owner that Contractor shall perform the Services consistent with the standard for providing such Services in the county in which the Property is located. Contractor, in performing the Services, shall comply with all applicable laws, codes and regulations and shall meet all OSHA safety standards. Owner shall secure and pay for all permits and licenses necessary for conducting business in the State of Florida and for the proper execution and completion of the Services.

5. **Insurance:** Contractor, at Contractor’s own cost and expense, will provide and maintain in full force and effect insurance coverage as follows: (a) Worker’s Compensation Insurance shall be maintained by Contractor in accordance with applicable Florida Statutes, as required; (b) general liability insurance shall be maintained with a minimum combined single limit of One Million Dollars ($1,000,000.00) for bodily injuries, death, property damage, etc. resulting from any one occurrence; (c) Automobile Liability insurance shall be maintained with a minimum combined single limit of Five Hundred Thousand Dollars ($500,000.00) for bodily injuries, death, and property damage resulting from any one occurrence; and (d) any and all other insurance coverage required by applicable law.

6. **Nature of Relationship:** Contractor shall at all times during the term of this Agreement act as an independent Contractor. Nothing contained herein shall be construed to create the relationship of employer and employee between Contractor and Owner / Owner Agent. In that regard, Contractor shall not incur any obligations or enter into any agreements on Owner / Owner Agent’s behalf.

7. **Third Party Reliance:** It is understood and agreed that this Agreement is between Contractor and Owner / Owner Agent. No third parties shall obtain any rights by or through this Agreement and no third parties shall be entitled to rely on the opinions expressed or information provided by Contractor. Owner / Owner Agent agree to indemnify Contractor, including any attorney’s fees incurred, with respect to any claim by any third party arising out of or relating to this Agreement.

8. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida.

9. **Venue:** All disputes relating to this Agreement shall be brought in a state court of competent jurisdiction in Manatee County, Florida.

10. **Past Due Payments:** Contractor reserves the right to cease work on any and all jobs when any amount is past the due date. Contractor is not responsible for any losses resulting from these delays. In addition, Contractor is not responsible for damages sustained if work is suspended in process due to such delays. All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all costs associated with collection of past due balances.

11. **Collection:** In the event of any dispute regarding this Agreement, the Contractor shall be entitled to recover all costs and fees or incurred including attorney’s fees, administrative handling or processing costs, collection expenses, court or mail costs and any other documented direct or indirect cost associated with collection. Should the contractor file a lien on the property due to negligence or dispute of non-payment, contractor retains the right to bill for lien services as follows: three-hundred dollars to file and two-hundred dollars to remove.

12. **Waiver of Jury Trial:** The parties waive the right to jury trial for any claims arising out of or relating to this Agreement.

13. **Limitation and Liability:** Contractor’s liability for any claim(s) arising out of or relating to this Agreement shall not exceed the amount of compensation received by Contractor.
14. **Damages**: Owner / Owner Agent shall indemnify, defend and hold harmless Contractor with respect to any and all bodily injury, death or damage to property by Owner / Owner Agent which arise out of or are in any way related to this Agreement.

14. **Warranties**: Contractor expressly warrants and guarantees all work and materials provided under this Contract to be fit for the purposes intended for a period as indicated below:

- [ ] 2 year
- [x] 3 year
- [ ] 5 year
- [ ] 7 year
- [ ] 10 year
- [ ] 15 year

Year(s) from date of final acceptance. Contractor hereby agrees that during said period of time any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Owner. Flaws and deficiencies cannot be a result from actions of others, weather occurrences, failure to perform recommended maintenance, fire, flood or any act of God. Contractor during the warranty period shall repair any leak in roof where initial service was performed as detailed in "Scope of Work." Any leak or defect that is not on or from the location of the completed scope of work shall not be considered a warranted repair and Owner shall compensate Contractor in full for such repair services. Contractor will not later than Twelve (12) hours after notice to Contractor by Owner, by telephone or any other appropriate means respond to a leak or defect concern. The 12 hour response does not include a catastrophic event or National Disaster.

15. **Terms**: All Contract balances (monies) are due upon completion. Late payments shall include a 2.5% per month fee on unpaid balances. Contractor shall be reimbursed for all cost associated with collection of past due balances.

16. **Special Conditions**:

17. **Affected Area**:

- [x] Main Roof
- [ ] Garage Roof
- [ ] Other

From main entry

- [ ] Front
- [ ] Left side
- [ ] Right side
- [ ] Rear

Roof Geometry

- [ ] Field
- [ ] Ridge
- [ ] Valley
- [ ] Rake
- [ ] Eave

Diagram

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

**CONTRACTOR**

By: ____________________________
Title: Representative

Date: __________________________

**OWNER / OWNER AGENT**

By: ____________________________
Title: Owner/Owner Representative

Date: __________________________
EXHIBIT "A" - Schedule of Values - Additional Costs not included in Contract Price

<table>
<thead>
<tr>
<th>Plywood</th>
<th>1/2 inch</th>
<th>Labor &amp; Delivery Included</th>
<th>Price</th>
<th>Per Square Foot (half sheet minimum)</th>
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</thead>
<tbody>
<tr>
<td>1x4x10</td>
<td>Decking</td>
<td>Labor &amp; Delivery Included</td>
<td>$7.97</td>
<td>$2.97</td>
</tr>
<tr>
<td>1x6x10</td>
<td>Decking</td>
<td>Labor &amp; Delivery Included</td>
<td>$15.00</td>
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<td>1x8x10</td>
<td>Decking</td>
<td>Labor &amp; Delivery Included</td>
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<td>$15.00</td>
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<td>1x12x8</td>
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<td>Labor &amp; Delivery Included</td>
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</tr>
<tr>
<td>1x4x8</td>
<td>Non Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
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<tr>
<td>1x6x8</td>
<td>Non Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
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<td>Labor &amp; Delivery Included</td>
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<td>Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
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<td>2x6</td>
<td>Pressure Treated</td>
<td>Labor &amp; Delivery Included</td>
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<td>$18.25</td>
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<tr>
<td>1x4</td>
<td>Cedar</td>
<td>Labor &amp; Delivery Included</td>
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<td>$8.50</td>
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<tr>
<td>1x6</td>
<td>Cedar</td>
<td>Labor &amp; Delivery Included</td>
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<td>Cedar</td>
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<td>Cross/ Structural Repair</td>
<td>Labor &amp; Delivery Included</td>
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**** ALL LUMBER Minimum Quantity of 10 foot lengths****

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<thead>
<tr>
<th>Metal Flashing</th>
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<tbody>
<tr>
<td>Replacement L Flashing With Stucco</td>
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<tr>
<td>Replacement L Flashing with Stucco Stop and Stucco</td>
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<tr>
<td>Replacement of L Flashing No Stucco</td>
</tr>
<tr>
<td>Replacement of Counter Flashing No Stucco</td>
</tr>
<tr>
<td>Replacement of Eave Metal</td>
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<table>
<thead>
<tr>
<th>Miscellaneous</th>
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</thead>
<tbody>
<tr>
<td>Base Labor Rate (services outside initial scope of work)</td>
</tr>
<tr>
<td>Additional Trip, Remove and Redeliver of Equipment</td>
</tr>
<tr>
<td>Engineer Certified Repair Detail (Certified Letter)</td>
</tr>
<tr>
<td>Special Engineering (When Required)</td>
</tr>
<tr>
<td>HVAC Contracting Services and/or HVAC Components</td>
</tr>
<tr>
<td>Electrical Contractor</td>
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<tr>
<td>Redeliver or Move Delivery</td>
</tr>
<tr>
<td>Liner Service</td>
</tr>
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<table>
<thead>
<tr>
<th>Additional Permitting</th>
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<tbody>
<tr>
<td>Shingle Roof Service</td>
</tr>
<tr>
<td>Valley Repair Full Assembly</td>
</tr>
<tr>
<td>Replacement Standard Shingle (Labor Only)</td>
</tr>
<tr>
<td>Replacement Standard Shingle (Furnish and Install)</td>
</tr>
<tr>
<td>Replacement Premium Shingle (Furnish and Install)</td>
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</table>

<table>
<thead>
<tr>
<th>Concrete Tile Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valley Repair Full Assembly</td>
</tr>
<tr>
<td>Replacement Standard Concrete Tile (Labor Only)</td>
</tr>
<tr>
<td>Replacement Standard Concrete Tile (Furnish and Install)</td>
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<tr>
<td>Replacement Premium Concrete Tile (Furnish and Install)</td>
</tr>
<tr>
<td>Replacement of Clay Tile (Furnish and Install)</td>
</tr>
<tr>
<td>Custom Stain to Match Existing Tile Color</td>
</tr>
<tr>
<td>Limit up to 30 tiles or larger per bid</td>
</tr>
</tbody>
</table>
Exhibit D
8 Basic Swimming Pool Rules for Every Community to Follow

1. **No running.** It's way too easy for kids and adults alike to slip and injure themselves.

2. **No diving.** Without an experienced lifeguard on staff, diving can be dangerous. It can endanger other swimmers, and it could cause serious harm to the diver if the pool is shallower than they might think.

3. **Supervise kids.** Young children should always be monitored by an adult. Check with your state or local jurisdiction to decide on an appropriate age limit. Some states have found that 18 years old may be too restrictive. (http://www.clemenslaw.com/uncategorized/what-associations-should-know-about-pool-rules-the-fair-housing-act) as some 16- and 17-year-olds are certified lifeguards themselves.

4. **Toddlers must wear swim-proof diapers.** This probably doesn't need an explanation, but it's a good rule to have if there are a lot of families in your community.

5. **No more than # swimmers at a time.** Most pools have a capacity for safety reasons. Without a reminder, this rule may fall by the wayside on popular pool days.

6. **No animals in the pool.** Dogs in swimming pools can be unsanitary, and their hair will clog the filter. Also, you may want to limit animals on the patio itself in case of other problems.

7. **No glass bottles.** You may be okay with residents sharing drinks on the patio, but you may not want broken glass where people are walking around in bare feet.

8. **Limit of # guests per resident.** If you worry about too many people crowding the patio when the weather gets hot, you can set a (reasonable) visitation limit. 2 or 3 per resident is usually fine.

This list of swimming pool rules is by no means exhaustive. You may have different rules depending on where your community is located and what kinds of residents live there. Always check with local ordinances before creating and posting rules to avoid legal issues.
The following Are Not permitted in the Pool Area

- Alcoholic Beverages
- Smoking
- Running, rough play, or profane language
- Food outside of pergola tables
- Music except with personal headphones

The following Are Not permitted in the Pool or Spa Area

- Anyone with a communicable disease or diarrhea
- Balls, rigid toys or rigid flotation devices
- Clothing that is not bathing attire
- Infants without swim diapers

Cypress Strand
Exhibit E
TARA COMMUNITY DEVELOPMENT DISTRICT 1

POOL RULES

POOL IS OPEN FROM ____A.M. TO ____ P.M. 7DAYS A WEEK

1. NO LIFEGUARD ON DUTY, ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK
2. SHOWER BEFORE ENTERING THE POOL
3. NO FOOD IS ALLOWED IN THE POOL AREA
4. NO GLASS OR ALCOHOL BEVERAGES ALLOWED IN THE POOL AREA
5. NO PETS ARE ALLOWED IN THE POOL AREA
6. PROPER SWIM ATTIRE REQUIRED
7. NO RUNNING OR HORSEPLAY ON THE POOL DECKS
8. CHILDREN UNDER 18 MUST BE ACCOMPANIED BY AN ADULT
9. NO DIVING
10. NO SMOKING IN POOL AREA
11. NO FLOATATION DEVICES IN POOL
12. INFANTS AND TODDLERS MUST WEAR SWIM DIAPERS
Exhibit F
Will talk about it at the CDD meeting.

Sent from XFINITY Connect App

----- Original Message -----

From: Darby Connor
To: Joe Mojica
Sent: June 23, 2018 at 8:27 AM
Subject: Re: Pool rules

Joe,
That has nothing to do with our pool, the county has nothing to do with ruling our pools, under the Pergola is not in the pool, did you look at Cypress strand? It works for them and they have the exact same setup. Does the county forbid plastic water bottles? Please check that also. We treat residents like the enemy. When are we going to stop and let them enjoy the few ammities we have. Does the county allow volley ball?? What is the harm? Jim might have to pick up a plastic water bottle Let's be realistic, we can't keep making up rules to satisfy a select group that dominate the pool, and restricts use for others. VERY SELFISH.
Let's stop volley ball. I can make a case it is not certified equip and crudely made by volunteers and restricts others from use by a select few. And looks like crap hanging off the fence. Yet you helped develop it and put it in use with your small group, did the board otherwise it, is it safety approved Gear?

Residents in fact have quietly complained of tying up the pool for games as it is to small. No is not acceptable and I will not support doing nothing, and in fact may recommend we pull all your volley ball gear out, as our pool is not of size to allow such activities and has a gradual height difference versus an open level area for such activities as a large sports type pool with a shallow area designed for such games. Someone could be hurt.
Please reconsider, and allow a family to have plastic bottles and a bag of chips for their kids. We pay a guy 22 an hour, he can pickup debri if left behind, place a trash containor outside the gate like we used to have. We should at least trial it. We can always change if we had extreme violations which I seriously doubt we would. Let's show the residents we can compromise and stop saying no to change
MISUSE OF PUBLIC POSITION:

PUBLIC OFFICERS AND EMPLOYEES, AND LOCAL GOVERNMENT ATTORNEYS ARE PROHIBITED FROM CORRUPTLY USING OR ATTEMPTING TO USE THEIR OFFICIAL POSITIONS TO OBTAIN A SPECIAL PRIVILEGE OR BENEFIT FOR THEMSELVES OR OTHERS.

To file an ethic violation

www.ethics.fl.us.