# **Spring Ridge Community Development District**

#### **Board of Supervisors**

Guillermo Velez, Chairman Jane Brekka, Vice Chairperson Anthony Martino, Assistant Secretary Merry-Lyn Orlando, Assistant Secretary Alice Charoonsak, Assistant Secretary Mark Vega, District Manager Mark Straley District Counsel Stephen Brletic, District Engineer Sandra Manuele, Clubhouse Manager

# **Meeting Agenda**

Monday January 9, 2023 – 1:00 p.m.

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Organizational Matters
  - A. Oath of Office for Newly Elected Supervisors Via General Election (Seats 1 & 5)
  - B. Declaration of Vacancy (Seat 2)
  - C. Consideration of a Supervisor to Fill Vacant Seat
  - D. Oath of Office for Newly Appointed Supervisor to Seat 2
  - E. Designation of Officers (Resolution 2023-03) (Page 2)
- 4. Audience Comments (Limited to 3 Minutes Per Person)
- 5. Consent Agenda
  - A. Approval of Minutes of the November 14, 2022 Meeting (Page 3)
  - B. Acceptance of Financial Report as of November 30, 2022 (Page 5)
- 6. Engineer's Report
  - A. Parking Lot Solutions and Pricing
- 7. Attorney's Report
- 8. Manager's Report
- 9. Clubhouse Manager's Report
- 10. Supervisors' Requests
- 11. Adjournment

The next Workshop is scheduled for Monday, February 13, 2023 at 1:00 p.m. The next Meeting is scheduled for Monday, March 20, 2023 at 1:00 p.m.

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# Tampa Bay Times Published Daily

# STATE OF FLORIDA COUNTY OF Hernando, Citrus

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE**: **Meeting Schedule** was published in said newspaper by print in the issues of:

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Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hernando**, **Citrus** County, Florida and that the said newspaper has heretofore been continuously published in said **Hernando**, **Citrus** County, Florida each day and has been entered as a second class mail matter at the post office in said **Hernando**, **Citrus** County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

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Signature Affiant	
Sworn o and subscribed before me this .09/14/2022	
Signature of Notery Public	
Personally known X	or produced identification
Type of identification produced	

#### NOTICE OF FISCAL YEAR 2023 MEETINGS SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Spring Ridge Community Development District will hold their meetings and workshops for Fiscal Year 2023 in the Spring Ridge Recreation Center, 14133 Sweet Shrub Court, Brooksville, Florida 34613 on the third Monday of the following months at 1:00 p.m., unless otherwise indicated:

October 17, 2022
November 14, 2022 (Second Monday)
January 9, 2023 (Second Monday)
February 13, 2023 (Second Monday) (Workshop)
March 20, 2023
April 17, 2023 (Workshop)
May 15, 2023
June 19, 2023
August 21, 2023 (6:00 p.m. – Budget Public Hearing)
September 18, 2023

Meetings and workshops may be continued to a date and time certain which will be announced at the meetings and workshops. There may be occasions when one or more Supervisors will participate via phone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

Mark Vega District Manager September 14, 2022

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### **RESOLUTION 2023-03**

# A RESOLUTION OF THE SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SUPERVISORS OF THE BOARD

WHEREAS, the Board of Supervisors of the Spring Ridge Community Development District at a regular business meeting, held on January 9, 2023, following the General Election, desires to appoint the below recited persons to the offices specified.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT:

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

Chairman
Vice Chairman
Secretary
Treasurer
Assistant Treasurer
Assistant TreasurerAssistant Secretary

PASSED AND ADOPTED THIS, 9<sup>TH</sup> DAY OF JANUARY, 2023.

Gullono & Vely	
Chairman	
Mark U. Vega Mark Vega Secretary	

# Spring Ridge Community Development District

**Financial Report** 

November 30, 2022

**Prepared by** 



Check Register

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# Spring Ridge Community Development District

# **Financial Statements**

(Unaudited)

November 30, 2022

### Balance Sheet November 30, 2022

RECREATIONAL

ACCOUNT DESCRIPTION  ASSETS  Cash - Checking Account Cash On Hand/Petty Cash Allow -Doubtful Accounts Assessments Receivable Due From Other Funds Investments: Money Market Account Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1) Revenue Fund (A-2)	\$ 47,309 100 (727) 730 - 910,391 - - - - 1,707	\$ 542 - (100) 104 295,087 - -	\$ 1,235 - - 123 7,610 - 55,793	\$ 739 - (339) 209 12,413	\$ 49,825 100 (1,166) 1,166 315,110
Cash On Hand/Petty Cash Allow -Doubtful Accounts Assessments Receivable Due From Other Funds Investments: Money Market Account Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1)	100 (727) 730 - 910,391 - -	\$ - (100) 104	\$ - 123 7,610	- (339) 209	\$ 100 (1,166) 1,166 315,110
Allow -Doubtful Accounts Assessments Receivable Due From Other Funds Investments: Money Market Account Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1)	(727) 730 - 910,391 - - -	104	7,610	209	(1,166) 1,166 315,110
Assessments Receivable Due From Other Funds Investments:  Money Market Account Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1)	730 - 910,391 - - -	104	7,610	209	1,166 315,110
Due From Other Funds Investments:  Money Market Account Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1)	910,391 - - - -		7,610		315,110
Investments:  Money Market Account  Reserve Fund (A-1)  Reserve Fund (A-2)  Revenue Fund (A-1)	- - -	295,087 - - -	-	12,413	
Money Market Account Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1)	- - -	- - -		-	0.10.05
Reserve Fund (A-1) Reserve Fund (A-2) Revenue Fund (A-1)	- - -	- - -		-	0.000
Reserve Fund (A-2) Revenue Fund (A-1)	- - - - 1,707		55,793		910,391
Revenue Fund (A-1)	 - - - 1,707	-		-	55,793
· ·	- 1,707	-	-	32,856	32,856
Povenue Fund (A.2)	- 1,707		56	-	56
Nevenue Fund (A-2)	 1,707	-	-	30,431	30,431
Prepaid Items		-	-	-	1,707
Deposits	10,850	-	-	-	10,850
TOTAL ASSETS	\$ 970,360	\$ 295,633	\$ 64,817	\$ 76,309	\$ 1,407,119
LIABILITIES					
Accounts Payable	\$ 14,704	\$ -	\$ -	\$ -	\$ 14,704
Accrued Expenses	3,272	-	-	-	3,272
Sales Tax Payable	15	-	-	-	15
Deferred Revenue	727	100	340	-	1,167
Due To Other Funds	315,110	-	-	-	315,110
TOTAL LIABILITIES	333,828	100	340		334,268
FUND BALANCES					
Nonspendable:					
Prepaid Items	1,707	-	-	-	1,707
Deposits	10,850	-	-	-	10,850
Restricted for:					
Debt Service	-	-	64,477	76,309	140,786
Special Revenue	-	295,533	-	-	295,533
Assigned to:					
Operating Reserves	87,619	-	-	-	87,619
Reserves - ADA	19,675	-	-	-	19,675
Reserves - Clubhouse	17,318	-	-	-	17,318
Reserves - Gate/Entry Features	27,689	-	-	-	27,689
Reserves- Lake Embank/Drainage	47,058	-	-	-	47,058
Reserves - Parking Lots	61,595	-	-	-	61,595
Reserves - Roadways	142,408	-	-	-	142,408
Reserves - Swimming Pools	91,899	-	-	-	91,899
Unassigned:	128,714	-	-	-	128,714
TOTAL FUND BALANCES	\$ 636,532	\$ 295,533	\$ 64,477	\$ 76,309	\$ 1,072,851
TOTAL LIABILITIES & FUND BALANCES	\$ 970,360	\$ 295,633	\$ 64,817	\$ 76,309	\$ 1,407,119

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET		TO DATE DGET	YEAR TO		RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES									
Interest - Investments	\$	2,172	\$	362	\$	4,571	\$ 4,209	210.45%	
Room Rentals		-		-		24	24	0.00%	
Special Assmnts- Tax Collector		394,147		78,829		-	(78,829)	0.00%	
Special Assmnts- Discounts		(15,766)		(3,153)		-	3,153	0.00%	
Gate Bar Code/Remotes		-		-		216	216	0.00%	
Access Cards		-		-		193	193	0.00%	
TOTAL REVENUES		380,553		76,038		5,004	(71,034)	1.31%	
<u>EXPENDITURES</u>									
<u>Administration</u>									
P/R-Board of Supervisors		9,600		1,600		1,000	600	10.42%	
FICA Taxes		734		122		77	45	10.49%	
ProfServ-Engineering		2,000		333		-	333	0.00%	
ProfServ-Legal Services		7,000		1,167		235	932	3.36%	
ProfServ-Mgmt Consulting		53,853		8,976		7,953	1,023	14.77%	
ProfServ-Property Appraiser		7,883		7,883		-	7,883	0.00%	
ProfServ-Trustee Fees		5,000		5,000		-	5,000	0.00%	
Auditing Services		5,000		-		-	-	0.00%	
Postage and Freight		1,055		176		101	75	9.57%	
Insurance - General Liability		20,117		5,029		19,395	(14,366)	96.41%	
Printing and Binding		50		8		-	8	0.00%	
Legal Advertising		1,000		167		-	167	0.00%	
Misc-Bank Charges		150		25		-	25	0.00%	
Misc-Assessment Collection Cost		7,883		1,577		-	1,577	0.00%	
Misc-Contingency		1,553		259		1,553	(1,294)	100.00%	
Annual District Filing Fee	- <u></u>	175		175		175	 	100.00%	
Total Administration		123,053		32,497		30,489	 2,008	24.78%	
Landscape Services									
Contracts-Landscape		40,308		6,718		6,718	-	16.67%	
Utility - Irrigation		10,000		1,667		2,721	(1,054)	27.21%	
R&M-Renewal and Replacement		2,500		417		4,030	(3,613)	161.20%	
R&M-Irrigation		1,250		208		42	166	3.36%	
Misc-Contingency		100		17		-	 17	0.00%	
Total Landscape Services		54,158		9,027		13,511	 (4,484)	24.95%	
<u>Gatehouse</u>									
Communication - Teleph - Field		1,450		242		342	(100)	23.59%	
Electricity - General		650		108		303	(195)	46.62%	
R&M-General		6,714		1,119		1,240	 (121)	18.47%	
Total Gatehouse		8,814		1,469		1,885	 (416)	21.39%	

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Road and Street Facilities					
Electricity - Streetlights	29,430	4,905	5,163	(258)	17.54%
R&M-Street Signs	1,000	167	-	167	0.00%
R&M-Walls and Signage	1,000	167	-	167	0.00%
Reserve - Gate/Entry Feature	2,591	2,591	-	2,591	0.00%
Reserve-Lake Embankm/Drainage	9,189	9,189	-	9,189	0.00%
Reserve - Roadways	5,000	5,000		5,000	0.00%
Total Road and Street Facilities	48,210	22,019	5,163	16,856	10.71%
Parks and Recreation					
Payroll-Salaries	85,000	14,167	12,682	1,485	14.92%
FICA Taxes	6,503	1,084	987	97	15.18%
Security Service - Sheriff	6,100	1,017	1,760	(743)	28.85%
Communication - Telephone	2,500	417	545	(128)	21.80%
Electricity - General	7,500	1,250	824	426	10.99%
Utility - Refuse Removal	1,850	308	502	(194)	27.14%
Utility - Water & Sewer	2,000	333	237	96	11.85%
R&M-Clubhouse	3,918	653	557	96	14.22%
R&M-Pools	6,100	1,017	3,783	(2,766)	62.02%
Misc-Holiday Lighting	1,000	167	-	167	0.00%
Misc-Property Taxes	747	747	-	747	0.00%
Special Events	2,500	417	-	417	0.00%
Office Supplies	1,500	250	-	250	0.00%
Cleaning Supplies	2,100	350	-	350	0.00%
Op Supplies - General	8,000	1,333	484	849	6.05%
Op Supplies-Pool Chem.&Equipm.	3,000	500	-	500	0.00%
Reserve - Clubhouse	1,000	1,000	-	1,000	0.00%
Reserve - Swimming Pools	5,000	5,000		5,000	0.00%
Total Parks and Recreation	146,318	30,010	22,361	7,649	15.28%
TOTAL EXPENDITURES	380,553	95,022	73,409	21,613	19.29%
Excess (deficiency) of revenues Over (under) expenditures		(18,984)	(68,405)	(49,421)	0.00%
Net change in fund balance	\$ -	\$ (18,984)	\$ (68,405)	\$ (49,421)	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	704,937	704,937	704,937		
FUND BALANCE, ENDING	\$ 704,937	\$ 685,953	\$ 636,532		

ACCOUNT DESCRIPTION	Al	NNUAL DOPTED SUDGET		R TO DATE	R TO DATE	VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES								
Interest - Investments	\$	-	\$	-	\$ -	\$	-	0.00%
Special Assmnts- Tax Collector		52,000		10,400	-		(10,400)	0.00%
Special Assmnts- Discounts		(2,080)		(416)	-		416	0.00%
TOTAL REVENUES		49,920		9,984	-		(9,984)	0.00%
EXPENDITURES								
<u>Administration</u>								
ProfServ-Property Appraiser		1,040		1,040	-		1,040	0.00%
Misc-Assessment Collection Cost		1,040	-	208	 		208	0.00%
Total Administration		2,080		1,248	 		1,248	0.00%
Parks and Recreation								
Capital Outlay		47,840	-	47,840	 		47,840	0.00%
Total Parks and Recreation		47,840		47,840	 		47,840	0.00%
TOTAL EXPENDITURES		49,920		49,088	-		49,088	0.00%
Excess (deficiency) of revenues								
Over (under) expenditures				(39,104)	 		39,104	0.00%
Net change in fund balance	\$		\$	(39,104)	\$ 	\$	39,104	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)		295,533		295,533	295,533			
FUND BALANCE, ENDING	\$	295,533	\$	256,429	\$ 295,533			

ACCOUNT DESCRIPTION	4	ANNUAL ADOPTED BUDGET	AR TO DATE BUDGET	YI	EAR TO DATE ACTUAL	ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES							
Interest - Investments	\$	10	\$ 10	\$	268	\$ 258	2680.00%
Special Assmnts- Tax Collector		118,194	23,639		-	(23,639)	0.00%
Special Assmnts- Discounts		(4,728)	(946)		-	946	0.00%
TOTAL REVENUES		113,476	22,703		268	(22,435)	0.24%
EXPENDITURES							
<u>Administration</u>							
ProfServ-Arbitrage Rebate		600	-		-	-	0.00%
ProfServ-Dissemination Agent		1,000	-		-	-	0.00%
ProfServ-Property Appraiser		2,364	-		-	-	0.00%
Misc-Assessment Collection Cost		2,364	 473			 473	0.00%
Total Administration		6,328	 473		<u> </u>	 473	0.00%
Debt Service							
Principal Debt Retirement		60,000	-		-	-	0.00%
Interest Expense		49,440	24,720		24,720	-	50.00%
Total Debt Service		109,440	24,720		24,720	 	22.59%
TOTAL EXPENDITURES		115,768	25,193		24,720	473	21.35%
Excess (deficiency) of revenues							
Over (under) expenditures		(2,292)	 (2,490)		(24,452)	(21,962)	1066.84%
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance		(2,292)	-		-	-	0.00%
TOTAL FINANCING SOURCES (USES)		(2,292)	_		-	-	0.00%
Net change in fund balance	\$	(2,292)	\$ (2,490)	\$	(24,452)	\$ (21,962)	1066.84%
FUND BALANCE, BEGINNING (OCT 1, 2022)		88,929	88,929		88,929		
FUND BALANCE, ENDING	\$	86,637	\$ 86,439	\$	64,477		

ACCOUNT DESCRIPTION	ANNUAL ADOPTED YEAR TO DATE YEAR TO DATE ACCOUNT DESCRIPTION BUDGET BUDGET ACTUAL						RIANCE (\$)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES								
Interest - Investments	\$	_	\$	_	\$	305	\$ 305	0.00%
Special Assmnts- Tax Collector		70,999		14,200		-	(14,200)	0.00%
Special Assmnts- Discounts		(2,840)		(568)		-	568	0.00%
TOTAL REVENUES		68,159		13,632		305	(13,327)	0.45%
EXPENDITURES								
<u>Administration</u>								
ProfServ-Property Appraiser		1,420		-		-	-	0.00%
Misc-Assessment Collection Cost		1,420		284			284	0.00%
Total Administration		2,840		284		-	 284	0.00%
<u>Debt Service</u>								
Principal Debt Retirement		30,000		-		-	-	0.00%
Interest Expense		34,200		17,100		17,100	 _	50.00%
Total Debt Service	64,200			17,100		17,100	 	26.64%
TOTAL EXPENDITURES		67,040		17,384		17,100	284	25.51%
Excess (deficiency) of revenues								
Over (under) expenditures		1,119		(3,752)		(16,795)	 (13,043)	-1500.89%
OTHER FINANCING SOURCES (USES)								
Contribution to (Use of) Fund Balance		1,119		-		-	-	0.00%
TOTAL FINANCING SOURCES (USES)		1,119		-		-	-	0.00%
Net change in fund balance	\$	1,119	\$	(3,752)	\$	(16,795)	\$ (13,043)	-1500.89%
FUND BALANCE, BEGINNING (OCT 1, 2022)		93,104		93,104		93,104		
FUND BALANCE, ENDING	\$	94,223	\$	89,352	\$	76,309		

### **Spring Ridge**

Community Development District

# Notes to the Financial Statements NOVEMBER 30, 2022

#### Assets

- ▶ The District has General Fund monies invested in one money market account. (See Cash & Investments Report for further details.)
- ▶ Allowance for Doubtful accounts represents amount due for prior years uncollected assessments
- ▶ Assessments Receivable represents amount due for FY 2021 uncollected assessments.
- ▶ Deposit is for Jorge Carreras Landscape Retaining Wall.

### Liabilities

- ▶ Accounts Payable represents invoices from prior months to be paid November.
- Accrued Expenses represents invoices for the month of November to be paid in December.
- Sales Tax Payable represents amount due to the District for sales tax on a rental refund. Credit will be adjusted the following month's sales tax return.
- Deferred Revenue represents the amount due for FY2021 uncollected assessments.

### Financial Overview / Highlights

- ▶ As of November 2022, total revenues are at 1.31% of the annual budget. The special assessment tax collector is at 0%.
- ▶ Total expenditures are at 19.29% of the annual budget.

Variance Analysis				
Account Name	YTD Actual	Annual Budget	% of Budget	Explanation
General Fund Expenditures				
Administrative				
ProfServ-Mgmt Consulting Serv	\$7,953	\$53,853	15%	The budgeted amount includes monthly management fee and annual assessment roll fee.
Insurance-General Liability	\$19,395	\$20,117	96%	General Liability and Worker's Compensation Insurance Coverage for FY2022-2023.
Misc-Contingency	\$1,553	\$1,553	100%	Innersync Studio website serv/compliance.
<u>Landscape</u>				
Utility-Irrigation	\$2,721	\$10,000	27%	Payments to Hernando County Utilities.
R&M-Renewal & Replacement	\$4,030	\$2,500	161%	Includes Crespo Landscaping - tree removal \$600, Panzner's Tree Service - pruning palms \$3,10 and NDL - planting flowers \$330.
<u>Gatehouse</u>				
Electricity-General	\$303	\$650	47%	Payments to Withlacoochee River Electric.
R&M-General	\$1,240	\$6,714	18%	Includes Southern Automated Access Svcs - visor remotes \$1,030.
Parks and Recreation				
Payroll Salaries	\$12,682	\$85,000	15%	All payments for payroll.
Security Service - Sheriff	\$1,760	\$6,100	29%	All payments for patrols.
Communications-Telephone	\$545	\$2,500	22%	Payments to Bright House Networks.
R&M-Clubhouse	\$557	\$3,918	14%	All payments for pest control and fitness equipment.
R&M-Pools	\$3,783	\$6,100	62%	Payments to Just Incredible Pool Services for installing and repairing pool parts.

# Spring Ridge Community Development District

**Supporting Schedules** 

November 30, 2022

# Spring Ridge COMMUNITY DEVELOPMENT DISTRICT

### Non-Ad Valorem Special Assessments - Hernando County Tax Collector (Monthly Assessment Collection Distributions) For the Fiscal Year Ending September 30, 2023

							ALLOCATION BY FUND											
Discount / Gross						Gross					Serie	s 2015A-1	Ser	ies 2015A-2				
Date	Net Amount	(Penalty)	Appraiser	Collection	Collection Amount		General			Rec	Debt Service		Debt Service					
Received	Received	Amount	Cost	Cost	Received		Received		Received		ved Fund		Fund		Fund		Fund	
Assessments Levi Allocation %	ied FY 2021				\$	635,341.17 100.00%	\$	394,147 62.04%	\$	52,000 8.18%	\$	118,194 18.60%	\$	70,999 11.18%				
TOTAL	\$0	\$0	\$0	\$0		\$0		\$0		\$0		\$0		\$0				
% Collected						0.00%		0.00%		0.00%		0.00%		0.00%				
TOTAL OUTSTA	NDING				\$	635,341	\$	394,147	\$	52,000	\$	118,194	\$	70,999				

# **Spring Ridge CDD**

Bank Reconciliation

**Bank Account No.** 8391 Valley Bank GF

 Statement No.
 11-22

 Statement Date
 11/30/2022

50,214.27	Statement Balance	49,824.27	G/L Balance (LCY)
0.00	<b>Outstanding Deposits</b>	49,824.27	G/L Balance
		0.00	Positive Adjustments
50,214.27	Subtotal		-
390.00	Outstanding Checks	49,824.27	Subtotal
0.00	Differences	0.00	Negative Adjustments
			_
49,824.27	Ending Balance	49,824.27	Ending G/L Balance

Difference 0.00

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstandin	g Checks					
8/8/2022	Payment	5626	JOSEPH MCCLELLAN	120.00	0.00	120.00
11/15/2022	Payment	5675	COASTAL FITNESS SERVICES INC	270.00	0.00	270.00
Total	Outstanding	Checks		390.00		390.00

# Cash and Investment Report November 30, 2022

ACCOUNT NAME	BANK NAME	YIELD	MATURITY	BALANCE
GENERAL FUND				
Checking Account - Operating Petty Cash	Valley	0.050%	n/a n/a	49,825 100
Money Market Account	Valley	0.250%	n/a	910,391
			Subtotal <u>\$</u>	960,315
DEBT SERVICE FUND				
Series 2015 A1 Reserve Acct	US Bank	0.005%	n/a	55,793
Series 2015 A2 Reserve Acct	US Bank	0.005%	n/a	32,856
Series 2015 A1 Revenue Acct	US Bank	0.005%	n/a	56
Series 2015 A2 Revenue Acct	US Bank	0.005%	n/a	30,431
			Subtotal \$	119,137
			Total \$	1,079,452

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### Payment Register by Fund For the Period from 11/01/22 to 11/30/22 (Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENE	ERAL FU	IND - 00	<u>)1</u>					
001	5670	11/02/22	DANIEL LAVALLE	103122	10/17/22 , 10/25/22 , 10/28/22 SECURITY SRVCS	Security Service - Sheriff	534365-57201	\$400.00
001	5671	11/02/22	FEDEX	7-921-33262	10/13/22 SHIPPING FEE	Postage and Freight	541006-51301	\$11.69
001	5672	11/02/22	JESSE FLETCHER	73732	10/15/22 - 10/16/22 SECURITY SRVC	Security Service - Sheriff	534365-57201	\$90.00
001	5673	11/02/22	JOSEPH MICHAEL NELSON	73838	10/22/22 - 10/23/22 SECURITY SERVICES	Security Service - Sheriff	534365-57201	\$90.00
001	5674	11/02/22	NDL LLC	135478	IRRIGATION REPAIRS	R&M-Irrigation	546041-53902	\$41.55
001	5674		NDL LLC	135727	NOV 2022 MONTHLY CONTRACT SERVICE	Contracts-Landscape	534050-53902	\$3,359.00
001	5675		COASTAL FITNESS SERVICES INC	T-32936	SVC GYM EQUIPMENT	R&M-Clubhouse	546015-57201	\$135.00
001	5675		COASTAL FITNESS SERVICES INC	T-32922	SVC GYM EQUIPMENT	R&M-Clubhouse	546015-57201	\$135.00
001	5676	11/15/22		7-928-93247	SERV. 10/20-10/21/22	Postage and Freight	541006-51301	\$55.42
001	5677		STRALEY ROBIN VERICKER	22186	PROFESSIONAL SRVCS THRU 10/15/22	ProfServ-Legal Services	531023-51401	\$235.00
001	5678		DANIEL LAVALLE	110822	SECURITY 11/8/22	Security Service - Sheriff	534365-57201	\$200.00
001	5678		DANIEL LAVALLE	111522	SECURITY	Security Service - Sheriff	534365-57201	\$200.00
001	5679	11/22/22	JUST INCREDIBLE POOL SERVICES	1191	REPLACE START/STOP CONTROL BOX	R&M-Pools	546074-57201	\$985.00
001 001	5680 DD1589		SOUTHERN AUTOMATED ACCESS SVCS LLC HERNANDO COUNTY UTILITIES - ACH	11974 103122 ACH	GATES 9/29/22-11/20/22 UTILITY SRVCS	R&M-General Utility - Water & Sewer	546001-53904 543021-57201	\$171.20 \$178.86
001	DD 1569 DD1589		HERNANDO COUNTY UTILITIES - ACH	103122 ACH	9/29/22-11/20/22 UTILITY SRVCS	Utility - Irrigation	543021-57201	\$860.63
001	DD1309 DD1602		REPUBLIC SERVICES #762 - ACH	0762-003172868 ACH	11/1/22-11/30/22 REFUSE REMOVAL	Utility - Refuse Removal	543020-57201	\$217.41
001	DD1602		WITHLACOOCHEE RIVER ELECTRIC	102522 ACH	SERVICES 9/21/22-10/20/22	Electricity - General	543006-53904	\$54.82
001	DD1603		WITHLACOOCHEE RIVER ELECTRIC	102522 ACH	SERVICES 9/21/22-10/20/22	Electricity - General	543006-57201	\$397.32
001	DD1603		WITHLACOOCHEE RIVER ELECTRIC	102522 ACH	SERVICES 9/21/22-10/20/22	Electricity - Streetlighting	543013-54101	\$2,588.06
001	DD1603		WITHLACOOCHEE RIVER ELECTRIC	102522 ACH	SERVICES 9/21/22-10/20/22	Electricity - General	543006-53904	\$114.39
001	DD1604	11/01/22	CHARTER COMMUNICATIONS-ACH	101422-4701 ACH	SERVICES FROM 10/13/22 - 11/12/22	Communication - Telephone	541003-57201	\$272.68
001	DD1605	11/02/22	ADT SECURITY SERVICES -ACH	101322 ACH	11/1/22 - 01/31/23 SERVICE PERIOD	R&M-Clubhouse	546015-57201	\$146.94
001	DD1580	11/03/22	JANE ANN BREKKA	PAYROLL	November 03, 2022 Payroll Posting			\$169.70
001	DD1581	11/03/22	ANTHONY J. MARTINO	PAYROLL	November 03, 2022 Payroll Posting			\$184.70
001	DD1582	11/03/22	MERRY-LYN G. ORLANDO	PAYROLL	November 03, 2022 Payroll Posting			\$184.70
001	DD1583	11/03/22	ALICE J. CHAROONSAK	PAYROLL	November 03, 2022 Payroll Posting			\$184.70
001	DD1584	11/03/22	GUILLERMO E. VELEZ	PAYROLL	November 03, 2022 Payroll Posting			\$184.70
001	DD1585	11/10/22	SANDRA MANUELE	PAYROLL	November 10, 2022 Payroll Posting			\$1,329.27
001	DD1586	11/10/22	LAURIE B LIEDKE	PAYROLL	November 10, 2022 Payroll Posting			\$486.23
001	DD1587	11/10/22	LORI A. BUSCEMI	PAYROLL	November 10, 2022 Payroll Posting			\$761.91
001	DD1588	11/10/22	JOSE R. DEL TORO	PAYROLL	November 10, 2022 Payroll Posting			\$738.80
001	DD1590	11/23/22	SANDRA MANUELE	PAYROLL	November 23, 2022 Payroll Posting			\$1,377.48
001	DD1591	11/23/22	LAURIE B LIEDKE	PAYROLL	November 23, 2022 Payroll Posting			\$374.02
001	DD1592	11/23/22	LORI A. BUSCEMI	PAYROLL	November 23, 2022 Payroll Posting			\$713.74
001	DD1593	11/23/22	JOSE R. DEL TORO	PAYROLL	November 23, 2022 Payroll Posting			\$784.97
							Fund Total	\$18,414.89

Total Checks Paid \$18,414.89

### **ENGINEERING SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 10 day of 320 by and between:

**Spring Ridge Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hernando County, Florida (the "District"); and

Brletic Dvorak, Inc., a Florida corporation, providing professional engineering services ("Engineer" and, together with the District, the "Parties").

### **RECITALS**

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, (the "Act") as amended; and

WHEREAS, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

WHEREAS, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a proposal to serve in this capacity; and

WHEREAS, the District's Board of Supervisors (the "Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, Florida Statutes; and

WHEREAS, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

### Article 1. Scope of Services

- A. The Engineer will provide general engineering services, including:
  - i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

## Article 2. Representations. The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

- Article 3. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("Work Authorization"). Authorization of services or projects under this Agreement shall be at the sole option of the District.
- Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:
  - Lump Sum Amount The District and Engineer shall mutually agree to a lump A. sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
  - B. Hourly Personnel Rates For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in Exhibit A attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization
- Article 5. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:
  - A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
  - B. Expense of reproduction, postage, and handling of drawings and specifications.
- Article 6. Term of Agreement. It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this

Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

Article 7. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

Article 8. Books and Records. The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

### Article 9. Ownership of Documents.

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 10. Accounting Records. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall

be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 11. Reuse of Documents. All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), Florida Statutes.

Article 12. Estimate of Cost. Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 13. Insurance. Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability Bodily Injury / Property Damage	Combined Single Limit \$1,000,000
Professional Liability for Errors and Omissions	\$2,000,000

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

Article 14. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 15. Compliance with Governmental Regulations. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

Article 16. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

Article 17. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

Article 18. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the Florida Statutes or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, Florida Statutes, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Article 19. Public Records. The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for

retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is Sandra Demarco.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-282-0081 sandra.demarco@inframark.com 210 N. University Drive, Suite 702, Coral Springs, FL 33071

Article 20. Notices. All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District:

Spring Ridge Community Development District

2654 Cypress Ridge Blvd., Suite 101

Wesley Chapel, FL 33544

Attn: Mark Vega

With a copy to:

Straley Robin Vericker 1510 W. Cleveland Street Tampa, Florida 33606 Attn: John Vericker

B. If to the Engineer:

Brletic Dvorak, Inc. 536 4<sup>th</sup> Ave. S, Unit 4 St. Petersburg, Fl 33701 Attn: Stephen Brletic, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

Article 21. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

- Article 22. Controlling Law. The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Hernando County, Florida.
- Article 23. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.
- Article 24. Conflicts of Interest. The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.
- Article 25. Subcontractors. The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.
- Article 26. Independent Contractor. The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.
- Article 27. Termination. The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

- Article 28. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board
- Article 29. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- Article 30. Agreement. This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.
- Article 31. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

**SPRING RIDGE COMMUNITY** 

ATTEST:

1	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman, Board of Supervisors
	BRLETIC DVORAK, INC.
Soltable	SH
Witness Print Name: Robert Dvorak	By: Stephen Brletic, PE
4 1111t 1 10111C.	IIS' Procedent



## **CDD Labor Rates**

(January 1, 2023 – July 1, 2023)

Classification	Rates
Principal	\$225
Project Manager	\$200
Senior Engineer	\$180
Project Engineer	\$145
Engineer	\$115
Senior Surveyor	\$150
Project Surveyor	\$130
Surveyor	\$95
Survey Field Crew (3-person)	\$165
GIS Technician	\$150
Senior Environmental Scientist	\$150
Environmental Scientist	\$110
Senior Designer	\$110
Designer	\$95
Senior Engineering Technician	\$85
Engineering Technician	\$65
Senior Inspector	\$115
Inspector	\$75
Clerical	\$50

# P.I.D.Carreras,LLC 352-942-6396.

Quote.

January 9,2023
Spring Ridge
14133 Sweetshrub CT
Brooksville FL 34613

Quantity	Description	Total
	Remove tiles, coping and old materials around the pool.	
	Pool edge concrete repair.	
	Remove approximately 1,000 feet of pavers around the pool.	Total \$16,550
C	Installation of new tiles.	
	Installation of new coping.	
	Grout and sealer in tiles and coping.	
	Prepare the ground and install the old pavers.	
	This price includes material,remove and labor.	
\$.T	The tiles will be bought by the Club House.	