

To: Fellow Trustees

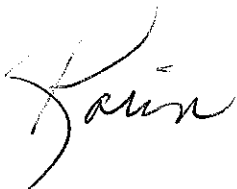
From: Karin Anderson

Attached please find 2 drafts to be discussed at our next workshop. The \$ amounts mentioned have not been approved; I just filled in the blanks. Dollar amounts are for discussion & future approval.

One draft is a proposed new caretaker form. Everything on it is open to discussion at the workshop. We have issues that have presented themselves as problems. Some of them are: 1. Forms not turned in when people leave the Park and Park does not know if they are here or if a caretaker exists. 2. Caretakers shown are out of the Park for the summer. 3. Caretakers shown only have key to check property and have not agreed to do weeds, etc. 4. Some people shown as caretakers have no idea they are listed on the existing form. 5. Office has no way of knowing who is here in the Park and who isn't here. These are just some of the issues.

The second draft is a proposed caretaker policy/procedure. Again, everything on it is open for discussion at the workshop. We have additional issues that need to be discussed. 1. There is no clear definition of what a caretaker is and what their responsibilities are. 2. Homeowners are not clear on the deed restrictions and their responsibilities regarding them. 3. Homeowners are not clear on their responsibilities when they leave the Park for 2 weeks or more. 4. Homeowners do not understand their responsibilities if there are emergency weather conditions, and the fact that items left on their property become flying dangerous objects possibly damaging Park property and/or other homeowners' properties. 5. The deed restrictions are clear on this but homeowners are not complying and we need to consider forcing them to comply.

Needless to say, I'm sure everyone has additional items that are important for them to include or items they feel should be deleted. I look forward to the discussion and input from all the trustees.

A handwritten signature in cursive script, appearing to read "Karin".

Caretaker Policies & Procedures

A required Caretaker form must be filed by each homeowner each year by April 1st, or any time you will be out of the Park for 2 weeks or more. A CARETAKER is an individual or company hired or verbally contracted with by the homeowner to be responsible for their property anytime they are gone two weeks or more. If the homeowner is living in the park year-round and capable of complying with the deed restrictions they can be listed as caretaker for their own property, but still must submit the required form. The caretaker must be living in Florida and have access to the property.

The homeowners have the responsibility for complying with the deed restrictions and coordinating timely care of their property. If the homeowners are not residing in the home year-round, or are gone two weeks or more, they are required to have a caretaker and submit the required form.

All new home purchasers must fill out a required caretaker form within 30 days of the time they purchase the property. If a hurricane is pending, the form must be filed at the time of purchase.

If a homeowner does not comply with the filing of the required caretaker form, there is a \$100 administrative fee applied for researching and coordinating the submission of the completed caretaker form. Any unpaid fee for said service shall become a lien on the property where said service is provided.

Responsibilities of the homeowner and/or caretaker include, but are not limited to:
All flower beds, planting areas on homeowner's lot which must be kept free of weeds and overgrowth. Lot owners are responsible for removal of mildew from their homes. Shrubs and trees must be pruned when needed. Dead shrubs and limbs must be removed. Trees which are removed must have the trunks (base of tree) ground down below the surface of the lawn.

If a homeowner and/or caretaker do not comply with the required deed restrictions there will be an additional \$100 administrative fee (per occurrence/infraction). There is also a minimum charge of \$25 an hour, or a bid from an outside vendor to bring the property into compliance with deed restrictions. Any unpaid fee for said service shall become a lien on the property where said service is provided.

If you are leaving for 2 weeks or more, and/or if there is a hurricane, tornado or any other emergency weather issue pending, the homeowner is required to comply with deed restrictions that apply to these situations before leaving, during the time you are gone, and when you return. If you are not here and outside items have not been put away, your caretaker must do it.

What is required of YOU and your CARETAKER? No carport shall be used as a storage area or as an outdoor living space. No indoor furniture or appliances of any type are permitted in a carport. Patio furniture and BBQ grills are allowed but must be removed or secured if you leave for 2 weeks or more, or in the case of hurricane or tornado warnings.

No derelict vehicles, vessels or trash of any description shall be kept or permitted adjacent to or upon any lot. All garbage and recycle containers must be stored inside. Lot owners must remove loose items such as hanging baskets, barbecue grills, bicycles, figurines, etc. These must be removed when you leave for two weeks or more, or during hurricane/tornado warnings. This is required to prevent additional damage to your property, your subdivision or other lot owners' homes.

If you have items you can't store because you have accumulated more than you can store within your home, you must get storage elsewhere and comply with the deed restrictions. This includes loose flower pots, etc.

After a hurricane or tornado, if you wish to check on your property, you must call your caretaker or you must check your home yourself (both inside and outside for damages). The homeowner is not to call the Park office to coordinate the care of your home or for inspection after an emergency occurs. This is homeowner and/or caretaker responsibility. The homeowner or caretaker must coordinate the cleanup of your property and repair of damages at your cost. You own your property and you are responsible for your property.

The Park and the Park Staff must focus on the safety of our residents as it relates to Park property. The Park is not responsible for your property (other than making you aware of compliance issues with Deed Restrictions). Park staff needs to be focused on the Park property at all times.

In an emergency situation we understand that you are nervous and worried, but you should have a caretaker to access information on your property. You must understand that there are over 800 homes in our park. Please be respectful to Park Staff even if they are unable to provide assistance to you in emergency situations.

Holiday Park, Park and Recreation District Required Property Caretaker Form

Form must be filed by each homeowner each year by April 1st, or anytime you will be out of the Park for 2 weeks or more. Administrative Fee will be applied if form is not filed and research by Park Staff is required. Information on charges is on the attached policy/procedure.

Date _____

Owner(s) Name: _____

Holiday Park Address: _____

Park Telephone Number _____

Northern Address (If applicable) _____

Northern Phone Number (If applicable) _____

Date Leaving _____ Date Returning _____

Definition of Caretaker, and Deed Restrictions that apply when you are gone, are attached. You own your property and you are responsible for compliance with the Deed Restrictions and the care of your property, especially during any emergency weather issues. The Park and the Park staff are NOT responsible for your property (other than making you aware of compliance issues with Deed Restrictions) and Park Staff are to be focused on the Park property at all times.

CARETAKER(s) LISTED BELOW MUST LIVE IN FLORIDA YEAR-ROUND/ OR MUST BE PRESENT TO SCHEDULE THE WORK.

Caretakers Name(s) _____

Caretakers Address _____

Caretakers Telephone Number _____

I am the above listed Caretaker for the described property will be responsible for the property, including flower beds and planters per deed restrictions.

Caretaker(s) signature _____

TURN FORM OVER FOR ADDITIONAL REQUIRED INFORMATION AND REQUIRED HOME OWNER'S SIGNATURES, ETC.

If you have an additional person checking your home who has the key and checks the property but does no work on the property, please list them below. THIS PERSON DOES NOT TAKE THE PLACE OF THE CARETAKER.

Persons Name _____ Telephone # _____

I, the homeowner listed on the previous page, acknowledge that I will clean, or have cleaned, my property per the deed restriction guidelines before I leave.

I understand that I can list myself as the Caretaker if I reside year-round in Florida, and I am capable of complying with all Deed Restrictions in a timely manner.

I understand that I cannot leave items out that could damage other residents' property or Park property. If I have items that cannot be stored in my residence or shed, I should get storage elsewhere for those items and comply with Deed Restrictions.

I acknowledge that I have read the attached policy/procedure and the Deed Restrictions that apply to my property.

Homeowner's Printed Name

Homeowner's Printed Name

Homeowner's Signature

Homeowner's Signature

REQUEST FOR PROPOSAL
LAWN MAINTENANCE
FOR 2018/19 SEASON

The attached bid specification is for the **Holiday Park Park and Recreation District** Located at 5401 Holiday Park Blvd North Port, FL 34287.

Your bid proposal shall be due on or before November 10, 2017 at 3PM. Please submit your proposal to Holiday Park, 5401 Holiday Park Blvd North Port, FL 34287 or fax to 941 423-1084 Attn: Wayne Schofield.

Should you have any questions concerning these specifications, you may contact Wayne Schofield, District Manager, at 941 426-1585.

We believe this specification reflects the services and interests of Holiday Park. It enables us to compare contractors on fair and equitable bases. If there is any section in this specification that you feel needs improvement, we welcome your comments.

Except as otherwise stipulated herein, the contractor shall furnish all materials, equipment and labor necessary to complete the work described in this contract; further, it shall be the contractors sole responsibility to make arrangements for all required material procurement, transportation, off site storage and preparation.

1. GENERAL STANDARDS

- 1.1** The contractor is required to accept direction from the manager or assigning trustee.
- 1.2** The contractor shall be familiar with the project premises and how the existing conditions shall affect his work during the service term of agreement.
- 1.3** Throughout the term of this agreement, contractor shall maintain at their sole expense the following minimum insurance limits:
 - 1.3.1** A Worker's Compensation for statutory limits in compliance with applicable State and Federal Laws and Employee Liability with a minimum limit of \$500,000.00
 - 1.3.2** Comprehensive General Liability including Contractors Protective covering the Indemnification/Hold harmless clause as set forth in Paragraph 1.4 below and Broad Form Property Damage with no less than the following minimum limits:
\$1,000,000. Any one occurrence combined for Bodily and Personal Injury and Property Damage.
 - 1.3.3** Automobile Liability including owned, non-owned and hired automobiles with no less than the following limits:
\$500,000. Any one occurrence combined for Bodily and Personal Injury and Property Damage.
- 1.4** Insurance Certificates: Before starting work the Contractor shall furnish the District with Certificates of Insurance signed by insurer acceptable to the District, indicating that the District will receive at least 30 days prior written notice of cancellation or modification of the insurance that may affect the Districts interest. The Contractor assumes the responsibility for securing Certificate of Insurance for his subcontractors.
- 1.5** The contractor agrees to indemnify and hold harmless the District, its Board members, agents, employees, manager, heirs and assigns from loss, damage, liability or expense on account of damage to property and injuries, including death, to all persons, including the

contractor's employees, arising or in any manner growing out of the performance of any work or supplying of any material under this contract, regardless of whether or not it is caused in any part by the act or omission, whether negligent or not, of a party indemnified hereunder, and shall defend at its own expense any suits or other proceedings brought against the District, its trustees, agents, and employees or any of them, on account thereof and pay all expenses and satisfy all judgements which may be insured by or rendered against them or any of them in connection therewith.

- 1.6** Itemized bills that refer to line items in the contract shall be submitted, for payment, on the following days to guarantee prompt payment:

25th of each month for payment by the 3rd of the month.

- 1.7** All work shall be performed to the highest standard of horticultural excellence and shall be in accordance with accepted standard practices. All work shall be performed with all applicable laws, codes, ordinances and regulations of all local, state and federal government agencies; and it will be the responsibility of the contractor to obtain at their cost all necessary certificates, permits and licenses required by such agencies and to provide the District with copies of the same.
- 1.8** All personnel of contractor shall be properly trained and licensed (if necessary) and shall conduct their work in a professional manner at all times, while on the District property. The workers shall be supervised, neat in appearance, and wear a standard shirt or uniform that identifies the contractor.
- 1.9** The contractor agrees to include with the bid proposal, a list of any work which is intended to be performed by a subcontractor. All subcontractors shall require approval by the District.
- 1.10** Notice will be provided and replacement if necessary for any damage to utilities, buildings, signage, and/or landscape.
- 1.11** The District reserves the right to cancel this contract with a written 30 day certified mail, return receipt requested, notice to the contractor.
- 1.12** This contract shall be awarded when executed by an authorized representative of the District on the enclosed bid form. An original copy of this executed contract shall be forward to the successful bidder.

2. SCOPE OF WORK

- 2.1** Furnish all labor, equipment and material necessary to complete the maintenance of turf and plantings as specified herein. The work to be completed, but not limited to shall include:

3. Mowing

- 3.1** All lawn areas shall be mowed non-growing season (Jan- Mar and Nov- Dec) every other week and growing season (April- Oct) every week. Lawn areas include all common areas and 865 residential lots.
- 3.2** Mowing shall take place between the hours of 7am-7pm.
- 3.3** There shall be 38 mowing and trimming cycles per year.
- 3.4** Contractor will have sufficient employees and equipment to complete the job in two (2) consecutive days.
- 3.5** Edging shall be done every other week during mowing cycle.
- 3.6** Avoid blowing grass at windows, walls, signs, planting beds, lanais and carports, etc.
- 3.7** Mow parallel to grading contours and not across so as to prevent scalping.

- 3.8 Grass along sidewalks, curbs, walls, pavement and other structures shall be edged by mechanical means only with equipment designed specifically for this work. Line trimmers shall be permitted only where access does not permit the use of mechanical edger's. Any damages caused by the use of line trimmers shall be the responsibility of the Contractor.
- 3.9 Any divots created on the premises will be repaired.
- 3.10 Rear entrance shall be mowed 40 feet on both sides outside of the gate.
- 3.11 Mowing shall be performed without disturbing bed areas, cable, electric, shrubbery or structures.
- 3.12 Grass clippings, leaves or other debris will be swept (blown) and removed from all walkways, curbs, streets, street gutters, walls, air conditioner, driveways, beds and fences and will be removed from the District's property.
- 3.13 Litter, debris on lawn areas will be removed prior to mowing.
- 3.14 Mowing around all planted beds, planted trees and tree wells and any living areas shall be such that all grass clippings are directed AWAY from these areas.
- 3.15 During December, January and February when mowing is not needed due to lack of growth from extreme temperatures or drought conditions, equal time will be spent attending to other landscaping issues. For example, weeding, trimming, bed maintenance, refreshing mulch, etc. The manager or other authorized agent for the District will schedule these activities.

4. Trimming

- 4.1 All lawn areas adjacent, but not limited to buildings, walkways, curbs, lights, signs, trees, beds and fences, including compounds shall be trimmed. Weed whackers or equal, shall **not be permitted** adjacent to ornamental shrubs, wooden posts, building siding or any other building façade.

5. Edging

- 5.1 Edging walkways, sidewalks, roadways and curbs to be done on a bi-weekly basis. But **not** to create a trenched area or canal for water to undermine the integrity of the walkway, sidewalk or curb structures. Turf along all walkways will be cut with a mechanical or manual edger, producing a well-defined edge, bearing the above stipulation in mind.
- 5.2 All debris will be removed and discarded off-site.
- 5.3 All growth in cracks in sidewalks, roadways, and curbs shall be cleared of all growing vegetation. The curb shall be sprayed with an all vegetation kill, but is not to discolor the curb, walkways or sidewalks.

6. Swales

- 6.1 Swales shall be cleaned and all debris removed from Holiday Park four times per year; April, July, October, and December. If heavy rains prevail and swales cannot be mowed it shall be performed with line stringer to edge of concrete.
- 6.2 All swales shall be edged with mechanical edger once per month.
- 6.3 All swales shall be mowed or edged to conform to mowing cycle.

7. Shrub and Ground Maintenance

- 7.1 Prune and shape shrubs with trained personnel, in the accordance with sound horticultural practices in the following areas:
 - Front Entrance way

- Two water fountains on Tuscola
- Two gazebos
- Holiday Parkway
- Phase I Clubhouse
- Phase II Clubhouse
- Walkway Phase II
- Center Island Phase II
- Swimming Pool Areas Phase I & II
- Horseshoe Pits
- Rear Gate

8. Bed Maintenance(District Only)

- 8.1** All planting beds, including any around ornamental trees shall be maintained.
- 8.2** All weeds, not controlled by herbicide program shall be removed by hand. Any plant damage caused by chemicals, applied by contractor, will be the sole responsibility of the contractor.
- 8.3** Post-emergent herbicides shall be applied in accordance with manufacturer's recommendations and specification requirements to control weeds not controlled by pre-emergent programs. Any plant damage caused by chemicals, applied by contractor, will be the sole responsibility of the contractor.
- 8.4** The District Manager or authorized agent for the District is to schedule these activities with the contractor.

9. Palm Tree Maintenance

- 9.1** Work shall be limited to only those trees in the common areas.
- 9.2** Prune and/or shape as needed annually with trained personnel, in accordance with sound horticultural practices.
- 9.3** Work will be done in the fall in the following areas:
- Tuscola Blvd(including two fountains)
 - Phase I & II Clubhouse
 - Phase I & II Pool Areas
- 9.4** The District Manager or authorized agent for the District is to schedule these activities with the contractor.

10. Fertilization

- 10.1** Common areas shall be fertilized 2 x a year.
- 10.2** The Contractor shall provide advanced notice to the District in writing each time fertilizer is applied, noting the areas where applied.

11. General Cleanup

- 11.1** The District property shall be cleaned of debris including tree limbs by the Contractor during mowing cycle.
- 11.2** All residential properties shall have grass clippings and edging blown from sidewalks, carpports and patios in a timely manner.

12. Termination of Agreement

12.1 Holiday Park may terminate this agreement by a 30 day certified mail, return receipt requested, written notice.

13. Agreement

13.1 Holiday Park, Park and Recreation District and _____ agree to the above contract as presented on this _____ day of _____ 20____.

Chairman - Board of Trustees

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this _____ day of 20____, by _____ who is personally known to me.

Signature of Notary Public

1st Vice Chairman

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this _____ day of 20____, by _____ who is personally known to me.

Signature of Notary Public

(Contractors Signature)

State of Florida
County of Sarasota

The foregoing instrument was acknowledged before me this _____ day of 20____, by _____ who is personally known/has produced driver's license.

Signature of Notary Public

Work Schedule	Jan.	Feb.	Mar	Apri	May	Jun	July	Aug.	Sept.	Oct.	Nov.	Dec	Total	
TURF														
Mow/Trim	2	2	2	2	3	5	4	5	4	4	3	2	2	38
Edge/Every other week	2	2	2	2	2	3	2	2	2	2	2	2	2	25
Fertilization					1								1	2
BEDS AND SHRUBS														
Pruning					1	1	1	1	1	1				5
Ornamental Grass										1				1
Weeding	1	1	1	1	1	1	1	1	1	1	1	1	1	12
TREES														
Trim													1	1
HARDSCAPES														
Remove all grass from roads	2	2	2	2	3	5	4	5	4	4	3	2	2	38
Blow all driveways														
Walkways Common/Residential	2	2	2	2	3	5	4	5	4	4	3	2	2	38
Patios and parking lots														
SWALES														
Edge	2	2	2	2	2	3	2	2	2	2	2	2	2	25
Clean Swales								1		1			1	4

Holiday Park requests references of 4 similar sized sites that you have had the landscape maintenance contract for greater than two years. This sheet must be turned in with your package.

Name of Building:

Address of Site:

Property Manager:

Point of Contact:

Title:

Phone Number:

Email Address:

Years Serviced:

Turn In Bid Sheet

Final Landscape Maintenance Bid Sheet

**** This page must be in your packet ****

Company Bidding _____ Contact _____

Contract Amount per Year _____

While the following items are to be included in your pricing we ask that you break out the details for our review.

Swales Cost per Year _____

Trees Cost per Year _____

Shrub Maintenance Cost per Year _____

Signature _____ Date _____