

**MINUTES
ROTONDA LAKES STREET & DRAINAGE
MUNICIPAL SERVICE BENEFIT UNIT (MSBU)**

**ADVISORY BOARD REGULAR MEETING
THURSDAY, NOVEMBER 6, 2025**

1:25 p.m. – 2:46 p.m.
Mac V. Horton West County Annex, Room 120
6868 San Casa Drive, Englewood, Florida

Members Present: Paul McGinley, Vice Chair
Joseph Finn
David Teitel
Members Absent: Richard Maxson
County Staff: Lorraine Moneypenny, Community Liaison
Guests: None

Call to Order / Roll Call:

The meeting was called to order at 1:25 p.m. A roll call was taken, and a quorum was present.

Changes to the Agenda / Motion to Approve Changes:

None

Citizen Input on Agenda Items (3 Minute Limit):

None

Approval of Minutes:

The minutes from the August 7, 2025 meeting were approved unanimously as submitted.

Unfinished Business:

- a. Maintenance of Streets & Drainage: Mr. Teitel reported that a crew came to fill the sinkhole at Edgewater Dr. and Apollo Dr. and mark it off with three pylons. Two pylons are gone. The community liaison displayed the associated work order (#55933), which calls for a road-crossing basin-to-basin pipe to be installed.
- b. Rotonda Lakes Conservation Association Agreement 1999: The agreement is being updated to reflect that the Road & Bridge contract covers mowing on Rotonda Blvd. East median and it is not the responsibility of the Conservation Association (RLCA). Mr. McGinley gave assurance that the RLCA mowing contract covers the north side of Rotonda Blvd. East but not the median, so Rotonda Lakes residents are not paying twice. Mr. Teitel asked who is mowing the south side of that road. Mr. Finn asked how much the MSBU spends on mowing. The community liaison displayed the *West County Safety Mowing* contract. The *Rotonda Lakes Vacant Right-of-Way* map is attached.

New Business:

- a. Financial Reports: The Advisory Board reviewed the FY25 fourth quarter fund financials report and maintenance activity report. Mr. McGinley pointed out the specialty mowing expense and surmised it is for grooming the bike path. Mr. Teitel remarked that the MSBU is wisely banking money for the 2030 paving project.
- b. New Quorum Rule: If an advisory board member must recuse himself from a vote, his presence does not count towards the quorum.

Citizen Input on MSBU Items (3 Minute Limit):

None

Advisory Board Open Discussion:

Mr. Finn asked for clarification about Rotonda Blvd. East mowing. Board members agreed to 2026 meeting dates.

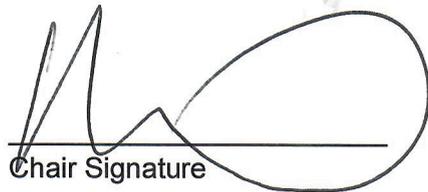
Schedule Meetings / Items for Next Agenda:

Future meetings are scheduled at 1:30 p.m. in the West County Annex Conference Room 120 as follows:

- Thursday, February 12, 2026
- Thursday, May 7, 2026
- Thursday, August 6, 2026
- Thursday, November 5, 2026

The meeting adjourned at 2:46 p.m.

Submitted by Lorraine Money Penny
Public Works Department


Chair Signature

2-12-26
Date

AGENDA
ROTONDA LAKES STREET & DRAINAGE
MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

ADVISORY BOARD REGULAR MEETING
THURSDAY, NOVEMBER 6, 2025

1:30 p.m., West County Annex, Room 120
6868 San Casa Drive, Englewood, Florida

BOARD MEMBERS: Richard Maxson, Chair
Paul McGinley, Vice Chair
Joseph Finn
David Teitel

COUNTY STAFF: Lorraine Money Penny, Community Liaison

PURPOSE: Regular Meeting

1. Call to Order / Roll Call
2. Changes to the Agenda / Motion to Approve Changes
3. Citizen Input on Agenda Items (3 Minute Limit)
4. Approval of Minutes: August 7, 2025 meeting
5. Unfinished Business:
 - a. Maintenance of Streets & Drainage
 - b. Rotonda Lakes Conservation Association Agreement 1999
6. New Business:
 - a. Financial Reports
 - b. New Quorum Rule
 - c. 2026 Meeting Schedule
7. Citizen Input on MSBU Items (3 Minute Limit)
8. Advisory Board Open Discussion
9. Motion to Adjourn

Rotonda Lakes Street and Drainage MSBU

Fund Financial Report
Oct. 1, 2024 - Sept. 30, 2025

Unaudited as of 9.30.25

	Actual FY2024	Adopted Budget FY2025	YTD Actual FY2025	Encumbered FY2025	Balance FY2025
Beginning Balance	\$1,824,378	\$1,900,487	\$2,221,741		
Revenues					
Assessments & Earnings	496,656	367,264	460,902		
Grant & Subsidy Revenue	-	-	-		
Loans & Borrowing	-	-	-		
Total Revenue	\$496,656	\$367,264	\$460,902		
Expenditures					
Contract Services	22,765	7,500	-	4,148	3,352
Pipe Lining	-	20,000	52,715	-	(32,715)
ROW Maintenance	-	-	-	-	-
ROW Reclamation	-	-	-	-	-
Speciality Mowing	22,345	26,618	13,820	5,480	7,318
Public Works Services	45,456	213,544	57,215	-	156,329
Internal Charges	1,336	2,490	2,490	-	-
Purchased Services	7,390	8,599	7,832	-	767
Materials and Supplies	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Debt Services	-	-	-	-	-
Total Expenditures	\$99,293	\$278,751	\$134,072	\$9,628	\$135,050
Reserves (Ending Fund Balance)	\$2,221,741	\$1,989,000	\$2,548,571		
Reserve %	95.7%	87.7%	95.0%		

Date Prepared: 10/28/2025

Monthly Funding Report

START DATE:

07/01/2025

END DATE:

09/30/2025

Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	57512	Brush Cutting		07/29/2025	12.00	816.88	0.00	157.92	0.00		974.80
	Work Order 57512 Total		142 CREVALLE RD, ROTONDA WEST, FL, 33947		12.00	816.88	0.00	157.92	0.00	300.00	974.80
	Brush Cutting Total				12.00	816.88	0.00	157.92	0.00	300.00	974.80
	113451	Concrete Catch Basin Repair		07/01/2025	0.32	22.24	0.00	0.82	0.00		23.06
	Work Order 113451 Total		18 BUNKER TER, 07, READING, MA		0.32	22.24	0.00	0.82	0.00	68.00	23.06
	Concrete Catch Basin Repair Total				0.32	22.24	0.00	0.82	0.00	68.00	23.06
	74091	Contracted - Landscaping		07/01/2025	0.00	0.00	0.00	0.00	800.00		800.00
	74091	Contracted - Landscaping		07/22/2025	0.00	0.00	0.00	0.00	800.00		800.00
	74091	Contracted - Landscaping		08/01/2025	0.00	0.00	0.00	0.00	800.00		800.00
	74091	Contracted - Landscaping		09/01/2025	0.00	0.00	0.00	0.00	800.00		800.00
	Work Order 74091 Total		West County Landscape Maintenance		0.00	0.00	0.00	0.00	3,200.00	0.00	3,200.00
	#24-030 Landscape Maintenance ROW - West County										
	Contracted - Landscaping Total				0.00	0.00	0.00	0.00	3,200.00	0.00	3,200.00
	114977	Drainage Maintenance Re-grading		07/08/2025	52.00	3,572.98	0.00	487.92	0.00		4,060.90
	114977	Drainage Maintenance Re-grading		08/05/2025	0.00	0.00	1,440.00	0.00	0.00		1,440.00
	Work Order 114977 Total		115 APOLLO DR, ROTONDA WEST, FL		52.00	3,572.98	1,440.00	487.92	0.00	3,000.00	5,500.90
	Drainage Maintenance Re-grading Total				52.00	3,572.98	1,440.00	487.92	0.00	3,000.00	5,500.90
	116050	GIS Update		07/16/2025	0.50	36.95	0.00	0.00	0.00		36.95
	Work Order 116050 Total		285 ANTIS DR, ROTONDA WEST, FL		0.50	36.95	0.00	0.00	0.00	4.00	36.95

Monthly Funding Report

START DATE:

07/01/2025

END DATE:

09/30/2025

Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accompl	Total Cost
	120202	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120202 Total		104 INGRAM BLVD, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	120220	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120220 Total		107 OAKWOOD CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	120222	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120222 Total		109 OAKWOOD CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	120223	GIS Update		08/12/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 120223 Total		111 OAKWOOD CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	125078	GIS Update		09/11/2025	0.50	36.95	0.00	0.00	0.00		36.95
	Work Order 125078 Total		101 DANA WAY, ROTONDA WEST, FL, 33947		0.50	36.95	0.00	0.00	0.00	4.00	36.95
	125560	GIS Update		09/16/2025	0.25	18.48	0.00	0.00	0.00		18.48
	Work Order 125560 Total		103 LILYAN CT, ROTONDA WEST, FL, 33947		0.25	18.48	0.00	0.00	0.00	1.00	18.48
	GIS Update Total				2.25	166.28	0.00	0.00	0.00	13.00	166.30
	114951	Investigation		08/11/2025	0.25	18.94	0.00	0.00	0.00		18.94
	Investigation			08/12/2025	1.50	113.61	0.00	0.00	0.00		113.61

Monthly Funding Report

START DATE:

07/01/2025

END DATE:

09/30/2025

Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	Work Order 114951 Total		104 INGRAM BLVD, ROTONDA WEST, FL, 33947		1.75	132.55	0.00	0.00	0.00	1.00	132.55
	115047	Investigation		08/11/2025	0.25	18.94	0.00	0.00	0.00		18.94
	115047	Investigation		08/12/2025	1.50	113.61	0.00	6.24	0.00		119.85
	Work Order 115047 Total		107 OAKWOOD CT, ROTONDA WEST, FL, 33947		1.75	132.55	0.00	6.24	0.00	1.00	138.79
	118051	Investigation		09/15/2025	2.00	151.48	0.00	8.32	0.00		159.80
	Work Order 118051 Total		103 LILYAN CT, ROTONDA WEST, FL, 33947		2.00	151.48	0.00	8.32	0.00	1.00	159.80
	122229	Investigation		08/25/2025	1.00	75.74	0.00	4.16	0.00		79.90
	Work Order 122229 Total		102 OAKWOOD CT, ROTONDA WEST, FL, 33947		1.00	75.74	0.00	4.16	0.00	1.00	79.90
	122507	Investigation		08/26/2025	6.00	408.44	0.00	9.50	0.00		417.94
	Work Order 122507 Total		135 THELMA DR, ROTONDA WEST, FL, 33947		6.00	408.44	0.00	9.50	0.00	1.00	417.94
	126195	Investigation		09/19/2025	2.00	147.80	81.39	9.50	0.00		238.69
	Work Order 126195 Total		117 BEAU RIVAGE DR, ROTONDA WEST, FL, 33947		2.00	147.80	81.39	9.50	0.00	1.00	238.69
	Investigation Total				14.50	1,048.55	81.39	37.72	0.00	6.00	1,167.67
	72715	MSBU Administrative Work		07/18/2025	0.50	36.95	0.00	0.00	0.00		36.95
	72715	MSBU Administrative Work		07/25/2025	2.00	147.80	0.00	0.00	0.00		147.80
	72715	MSBU Administrative Work		08/12/2025	1.00	73.90	0.00	0.00	0.00		73.90

Monthly Funding Report

START DATE:

07/01/2025

END DATE:

09/30/2025

Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	120986	Sign Fabrication	BOXWOOD LN, ROTONDA WEST, FL, 33947	08/15/2025	8.50	613.28	452.19	58.14	0.00	0.00	1,123.61
	Work Order 120986 Total					8.50	613.28	452.19	58.14	0.00	34.00
	121630	Sign Fabrication	HOBO RD, ROTONDA WEST, FL, 33947	08/19/2025	10.00	721.50	513.72	68.40	0.00	0.00	1,303.62
	Work Order 121630 Total					10.00	721.50	513.72	68.40	0.00	40.00
	122528	Sign Fabrication	INDIGO RD, ROTONDA WEST, FL, 33947	08/26/2025	5.00	360.75	264.69	34.20	0.00	0.00	659.64
	Work Order 122528 Total					5.00	360.75	264.69	34.20	0.00	20.00
	124763	Sign Fabrication	REDWOOD RD, ROTONDA WEST, FL, 33947	09/09/2025	1.00	72.15	73.55	6.84	0.00	0.00	152.54
	Work Order 124763 Total					1.00	72.15	73.55	6.84	0.00	4.00
	Sign Fabrication Total										
	124416	Sign Maintenance	INGRAM BLVD, PORT CHARLOTTE, FL, 33981	09/08/2025	4.00	267.44	0.00	10.38	0.00	0.00	277.82
	Work Order 124416 Total					4.00	267.44	0.00	10.38	0.00	8.00
	124720	Sign Maintenance	APOLLO DR, ROTONDA WEST, FL, 33947	09/09/2025	6.00	401.16	0.00	15.57	0.00	0.00	416.73
	Work Order 124720 Total					6.00	401.16	0.00	15.57	0.00	18.00
	124905	Sign Maintenance	INGRAM BLVD, ROTONDA WEST, FL, 33947	09/10/2025	19.00	1,270.34	0.00	49.30	0.00	0.00	1,319.65
	Work Order 124905 Total					19.00	1,270.34	0.00	49.30	0.00	48.00

Monthly Funding Report

START DATE: 07/01/2025

END DATE: 09/30/2025

Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
	124931	Sign Maintenance		09/10/2025	1.00	64.78	0.00	5.19	0.00	0.00	69.97
	Work Order 124931 Total										
			100 RED CEDAR PARK, Charlotte, FL, 33947		1.00	64.78	0.00	5.19	0.00	4.00	69.97
	126896	Sign Maintenance		09/23/2025	8.00	534.88	0.00	20.76	0.00	0.00	555.64
	Work Order 126896 Total										
			189 JADE ST, Charlotte, FL, 33947		8.00	534.88	0.00	20.76	0.00	16.00	555.64
	127449	Sign Maintenance		09/26/2025	8.00	551.52	0.00	41.52	0.00	0.00	593.04
	Work Order 127449 Total										
			255 ALBATROSS RD, Charlotte, FL, 33947		8.00	551.52	0.00	41.52	0.00	26.00	593.04
	126892	Support (Post) Maintenance		09/23/2025	4.00	267.44	52.87	10.38	0.00	0.00	330.69
	Work Order 126892 Total										
			117 ENGLEWOOD CT, Charlotte, FL, 33947		4.00	267.44	52.87	10.38	0.00	6.00	330.69
	65312	Vacuum Culvert Cleaning		07/15/2025	22.00	1,546.38	0.00	467.12	0.00	0.00	2,013.50
	Work Order 65312 Total										
			412118458011, 307 ANTIS DR, ROTONDA WEST, FL		22.00	1,546.38	0.00	467.12	0.00	11.00	2,013.50
	66515	Vacuum Culvert Cleaning		08/19/2025	12.50	913.68	0.00	237.72	0.00	0.00	1,151.40
	Work Order 66515 Total										
			156 YELLOW PINE DR, ROTONDA WEST, FL, 33947		12.50	913.68	0.00	237.72	0.00	5.00	1,151.40
	71790	Vacuum Culvert Cleaning		08/20/2025	4.00	277.36	0.00	91.76	0.00	0.00	369.12
	Work Order 71790 Total										
				09/02/2025	0.50	39.89	0.00	0.00	0.00	0.00	39.90

Monthly Funding Report

START DATE:

07/01/2025

END DATE:

09/30/2025

Rotonda Lakes Street and Drainage Unit

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost	
	Work Order 71790 Total											
			103 REDWOOD RD, ROTONDA WEST, FL, 33947		4.50	317.25	0.00	91.76	0.00	3.00	409.02	
	106534	Vacuum Culvert Cleaning		08/22/2025	6.00	416.04	0.00	137.64	0.00		553.68	
	106534	Vacuum Culvert Cleaning		09/02/2025	0.50	39.90	0.00	0.00	0.00		39.90	
	Work Order 106534 Total											
			118 GREEN PINE PARK, ROTONDA WEST, FL, 33947		6.50	455.94	0.00	137.64	0.00	1.00	593.58	
	124925	Vacuum Culvert Cleaning		09/11/2025	11.00	773.19	0.00	229.40	0.00		1,002.59	
	Work Order 124925 Total											
			101 DANA WAY, ROTONDA WEST, FL, 33947		11.00	773.19	0.00	229.40	0.00	5.00	1,002.59	
	Vacuum Culvert Cleaning Total											
					56.50	4,006.43	0.00	1,163.64	0.00	25.00	5,170.09	
	Rotonda Lakes Street and Drainage Unit Total											
					240.25	16,812.05	3,738.12	2,281.06	3,200.00		26,031.29	

Monthly Funding Report

START DATE:

07/01/2025

END DATE:

09/30/2025

Project	WO Number	WO Description	Location	Date Worked	Labor Hours	Labor Cost	Materials Cost	Equip. Cost	Contractor Cost	Work Accomp	Total Cost
					240.25	16,812.05	3,738.12	2,281.06	3,200.00		26,031.29

Grand totals for all MSBUS reported

XREF Resolution 980590AD
Charge BCC

RECORDING FEE 42.00

BARBARA T. SCOTT, CLERK
CHARLOTTE COUNTY
OR BOOK 1776 PAGE 1169
RECORDED 03/14/00 @ 12:16 PM
FILE NUMBER 713057
RECORDING FEE 42.00

AGREEMENT
2000-018

THIS AGREEMENT is made and entered into this 27 day of December, 1999, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida (hereinafter "County"), and Rotonda Lakes Conservation Association, Inc., PO Box 520, Placida, FL 33946 (hereinafter "HOA").

WITNESSETH:

WHEREAS, County has responsibility for maintenance of the County road system, which includes County rights-of-way; and

WHEREAS, County is authorized to contract with private entities for performance of some of its activities in connection with the maintenance of the County road system and rights-of-way; and

WHEREAS, HOA is a homeowners' association, organized and existing under the provisions governing homeowners' associations in Chapter 617, Florida Statutes; and

WHEREAS, HOA desires to provide mowing and trimming services in certain County rights-of-way located within the boundaries of the community subject to HOA's declaration of covenants, in accordance with Chapter 617, Florida Statutes;

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

1. Purpose. The purpose of this Agreement is for HOA to provide for mowing and trimming services in the County rights-of-way located within the boundaries of the HOA community subject to HOA's declaration of covenants, in accordance with Chapter 617, Florida Statutes (hereinafter referred to as "the HOA Community").

2. Duties of HOA. For one dollar (\$1.00) and other good and valuable consideration, HOA shall provide the following information and services to County:

A. HOA shall provide, at its own expense mowing and trimming services in the rights-of-way depicted in the map(s) contained in Exhibit "A," which is attached hereto and incorporated herein by this reference, in accordance with the provisions of this Agreement and the requirements contained in the Technical Specifications contained in Exhibit "A." HOA shall provide such mowing and trimming services in accordance with any OSHA, EPA, or other County, State of Florida, or federal rules, regulations or requirements applicable to the performance of such mowing and trimming services. The frequencies for performance of services contained in Exhibit "A" shall constitute the minimum level of

provide it in writing, send it by certified mail, return receipt requested, postage prepaid, to the other party at the address listed below:

If to County: County Administrator
 18500 Murdock Circle
 Port Charlotte, FL 33948

With a copy to: MSBU /TU District Representative
 Public Works Division
 7000 Florida Street
 Punta Gorda, FL 33950

If to HOA: President
 Rotonda Lakes Conservation Association, Inc.
 PO Box 520
 Placida, FL 33946

6. Indemnification. In consideration of ten dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, HOA shall indemnify, defend, save and hold harmless the County and all of its officers, agents or employees from all suits, actions, claims, demands and liability of any nature whatsoever arising out of, because of, or due to the breach of this Agreement by HOA or its subcontractors, agents, or employees or due to any negligent act, or occurrence of omission or commission of HOA, its subcontractors, agents or employees. Neither HOA nor any of its subcontractors, agents, or employees will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees.

7. Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document.

8. Modification of Agreement. No modifications, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

9. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

EXHIBIT "A"

TECHNICAL SPECIFICATIONS FOR MOWING AND TRIMMING SERVICES

TS-01 SCOPE OF SERVICES: HOA shall be responsible for mowing and trimming all the road and drainage rights-of-way and all outfall/drainage easements, back yard ditches, and all bridge approaches and slopes as indicated on the attached maps. The mowing and trimming of the bridge slopes and approaches must coincide with the mowing and trimming of the roadway rights-of-way, with no more than seven (7) calendar days separating the two operations.

TS-02 MOWING AND TRIMMING SCHEDULE: Prior to commencing services, HOA shall meet with the County Administrator, or his/her designee, at which time, HOA shall submit its proposed mowing and trimming schedule. The County Administrator, or his/her designee, shall review such schedule, and provide written approval if the schedule is satisfactory. Such approval shall not be unreasonably withheld. If the mowing and trimming schedule is not satisfactory to the County Administrator, or his/her designee, HOA shall revise the schedule in order to obtain the reasonable approval of the County Administrator, or his/her designee. Once the mowing and trimming schedule is approved by County, any modification of the approved schedule shall be made only in accordance with Section 2.A. of this Agreement.

TS-03 GENERAL CONDITIONS:

A. In the provision of mowing and trimming services, HOA shall comply with standards specified in the Manual of Uniform Traffic Control Devices, adopted by the State of Florida, and any and all applicable safety standards promulgated by any appropriate governmental agency including, but not limited to, Section 3-9-97 of the Charlotte County Code, entitled "Visibility at Road Intersections," or any other similar provisions of the Charlotte County Code which the County may adopt. HOA shall supplement, as it deems appropriate, any safety apparatus to protect its employees, agents, subcontractors, and the general public. In addition, HOA shall remove from the roadway any debris, trash, clippings or other materials generated by HOA's mowing and trimming operations, that could be or become a safety hazard to the traveling public, or if directed by a County representative or employee.

B. All mowers and equipment used to provide mowing and trimming services shall be equipped with suitable safety devices to prevent stones or other foreign matter from being propelled in any direction from the cutting or trimming. HOA must submit a complete listing of equipment currently owned by or under lease agreement to HOA or its subcontractors. Equipment must be in HOA's or its subcontractors' possession and be substantiated as to ownership by written bill of sale or duly executed lease, or lease-purchase agreement. All

F. HOA shall be required to cut grass to not higher than three inches (3") in height. Mowing height will be determined by adjusting mower deck height so that the cutting edge of the mower blade is three inches (3") above a plane surface, when stopped on a paved surface. Mowing of rights-of-way shall include mowing of grass growing through pavement, if applicable.

G. Mowing and trimming shall be a continuous operation in accordance with the mowing and trimming schedule approved by County. On the initial cutting cycle, mowing and trimming shall commence at either, or both extremities of the area and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless County specifically authorizes POA to change the pattern. Mowing and trimming will be scheduled by area, so as to maximize the benefit, and preclude the repeat mowing and trimming in an area just completed. The mowing and trimming cycles will fall in a time frame so that they will be at least seven (7) weeks apart, and no more than nine (9) weeks apart, based upon four (4) cycles per season. It is understood that this cannot be achieved between the December and June cycles. Additional cycles, or less cycles will require adjustment to the allotted time frame by County.

H. Mowing and trimming an entire right-of-way will include mowing the bridge slopes, approach slopes and trimming under guardrails and areas around bridge structures not accessible by mower. All mowing and trimming shall be accomplished with the appropriate type equipment and mower (boom-arm, flail, slope mower, etc.) for such an operation, that will not gouge, scalp, or otherwise damage the right-of-way or slope. Any damage will be repaired by HOA at no cost to County. Guardrails will be trimmed underneath and from the edge of the roadway or sidewalk/bike path to approximately one foot (1') behind guardrail posts.

I. HOA is not required to mow or trim the swale areas adjacent to occupied lots which are mowed and trimmed by the lot owner or occupier.

J. County reserves the right to add or delete any road(s) during the term of this Agreement. Additions and/or deletions will be within the HOA community, and will be made by an Amendment to the Agreement.

K. HOA shall locate and inspect the drainage outfalls prior to commencing mowing and trimming services under the Agreement. HOA shall also mow all drainage outfalls which have been sufficiently cleared to mow and trim. County may, at the request of HOA and at County's sole discretion, delete specific drainage outfalls from the mowing and trimming.

