Community Development District

February 13, 2020



Capital Region Community Development District

475 West Town Place
Suite 114
St. Augustine, Florida 32092
District Website: www.mysouthwoodcdd.com

February 6, 2020

Board of Supervisors Capital Region Community Development District

Dear Board Members:

The Capital Region Community Development District Meeting is scheduled for Thursday, February 13, 2020 at 6:30 P.M. at the SouthWood Community Center, 4675 Grove Park Drive, Tallahassee, Florida 32311.

Following is the advance agenda for the meeting:

- I. Roll Call
- II. The Pledge of Allegiance
- III. Audience Comments
- IV. Approval of Consent Agenda
 - A. Approval of the Minutes of the December 12, 2019 Meeting
 - B. Balance Sheet as of December 31, 2019 and Statement of Revenues & Expenditures for the Period Ending December 31, 2019
 - C. Allocation of Assessment
 - D. Check Register
- V. Acceptance of Fiscal Year 2019 Audit Report
- VI. Appointment of Audit Services RFP Committee
- VII. Consideration of Resolution 2020-04, Adopting Internal Controls Policy
- VIII. Consideration of Letter of Credit in Lieu of Performance Bond

- IX. St. Joe Update (John Curtis)
- X. Update Regarding DRI Matters
- XI. Consideration of Landscape Maintenance RFP Project Manual
- XII. Discussion of Barringer Hill Traffic/Safety
- XIII. Staff Reports
 - A. Attorney Discussion Regarding Plat Review Process
 - B. Dantin Consulting
 - C. Communications Consulting
 - D. Property Management
 - 1. All Pro Reports
 - 2. Operations Memorandum
 - 3. Variance Report
 - 4. Special Event Permit (Therese Kemper Graduate Student Afternoon)
 - E. Manager
- XIV. Supervisors Requests
- XV. Audience Comments
- XVI. Next Scheduled Meeting April 9, 2020 @ 6:30 p.m. at SouthWood Community Center
- XVII. Adjournment

I look forward to seeing you at the meeting. If you have any questions, please feel free to call.

Sincerely,

James Oliver James Oliver District Manager

Community Interest:

- A. Roadways –Supervisor Ray
- B. Landscaping Conservation Areas Vice Chairman Rojas
- C. Parks and Recreation/Bike Paths/Trail System Supervisor Ray
- D. Budget / Bond Refinancing Chairman DePreist
- E. Security -Chairman DePriest
- F. HOA Coordination Supervisor Johnston
- G. City/County Coordination Chairman DePreist
- H. Community Liaison Supervisor Kelley



A.

MINUTES OF MEETING CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Capital Region Community Development District was held Thursday, December 12, 2019 at 6:30 p.m. at the Southwood Community Center, 4675 Grove Park Drive, Tallahassee, Florida.

Present and constituting a quorum were:

Jennings DePriest Chairman Kyle Rojas Vice Chairman

John Ray Supervisor (by telephone)

April Johnston Supervisor Brian Kelley Supervisor

Also present were:

James OliverDistrict ManagerSarah SandyDistrict Counsel

Robert Berlin Operations Manager - GMS Keith Dantin Engineering Consultant

John Curtis St. Joe

The following is a summary of the actions taken at the December 12, 2019 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

FIRST ORDER OF BUSINESS Roll Call

Mr. Kelley called the meeting to order.

SECOND ORDER OF BUSINESS The Pledge of Allegiance

Mr. Rojas led the Pledge of Allegiance.

THIRD ORDER OF BUSINESS Audience Comments

Mr. Allen outlined in detail a problem with increased commercial traffic on Barringer Hill Drive and suggested ways to alleviate the traffic situation and Mr. Dantin will meet with the city's traffic engineers and John Curtis to discuss this issue and will request a city traffic engineer make a presentation the next meeting.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-01 Election of Officers

On MOTION by Mr. Ray seconded by Mr. Kelley with all in favor Jennings DePriest was appointed chairman.

On MOTION by Mr. DePriest seconded by Mr. Kelley with all in favor Kyle Rojas was appointed vice chairman.

On MOTION by Mr. DePriest seconded by Mr. Rojas with all in favor Resolution 2020-01 was approved designating Jennings DePriest as chairman and Kyle Rojas as vice chairman with the three remaining supervisors being assistant secretaries and the remaining officers to remain the same.

FIFTH ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of the Minutes of the October 10, 2019 Meeting
- B. Balance Sheet as of October 31, 2019 and Statement of Revenues & Expenditures for the Period Ending October 31, 2019
- C. Allocation of Assessments
- D. Check Register

On MOTION by Mr. Kelley seconded by Mr. Rojas with all in favor the consent agenda items were approved.

SIXTH ORDER OF BUSINESS

Discussion of Supervisors Assignments of Community Interest Areas

The following assignment of areas of interest will be: Jennings DePriest for city/county coordination, budget/bond refinancing and security, Kyle Rojas for landscaping, April Johnston for HOA coordination, Brian Kelley community liaison and John Ray roadways and parks and recreation.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2020-02 Amending the General and Capital Reserve Fund Budget for Fiscal Year 2019

Mr. Oliver stated the exhibit to the resolution shows the adopted budget and changes to those line items and the biggest changes are under revenues. During FY19 you adopted the

budget holding assessments the same as they were for FY18 but when we completed the roll we had the assessment levels that were further reduced with the credit all the landowners received with the return of the recreation assessments that were levied in FY17 and that was about \$231,000.

On MOTION by Ms. Johnston seconded by Mr. Kelley with all in favor Resolution 2020-02 was approved.

EIGHTH ORDER OF BUSINESS Public Hearing on the Adoption of the Amended and Restated Rules of Procedure

Ms. Sandy stated at the last meeting there was a red line version of the rules, we set the public hearing and noticed it and today we will take any comments on it.

A. Public Hearing

On MOTION by Mr. Kelley seconded by Ms. Johnston with all in favor the public hearing was opened.

There were no questions or comments from the public.

On MOTION by Mr. Kelley seconded by Ms. Johnston with all in favor the public hearing was closed.

B. Consideration of Resolution 2020-03

On MOTION by Mr. Kelley seconded by Ms. Johnston with all in favor Resolution 2020-03 was approved.

NINTH ORDER OF BUSINESS

Discussion of Plat Approval

A. Ratification of Final Plat for Unit 50/MUEI-5 Tallahassee Classical School

Mr. DePriest announced he was a member of the Tallahassee Classical School Board and, therefore, has a standing conflict of interest regarding anything coming before the District Board for a vote involving the Tallahassee Classical School. Mr. DePriest filed a conflict of interest form with the District's Secretary prior to this meeting.

3

Ms. Sandy stated Mr. Berlin worked with St. Joe on the Final Plat for Unit 50/MUEI-5 Tallahassee Classical School and signed off on it, as well as District Counsel and the District Engineer. Mr. Rojas executed the plat pursuant to Resolution 2001-03.

On MOTION by Mr. Rojas seconded by Ms. Johnston with four in favor and Mr. DePriest abstaining due to a conflict of interest the final plat for Unit 50/MUEI-5 was ratified.

B. Plat Approval Process

Ms. Sandy stated Mr. Curtis requested the District enter into a joiner agreement with St. Joe to address future plats. I believe coming up with something a little more comprehensive than the joiner agreement may be in the District's best interest since the board is meeting every other month so we don't run into an issue that a plat needs to be signed before we have another board meeting. Robert works with St. Joe and points out issues that are an issue for the board, as well as tries to keep it consistent with what the district has done in the past. By the time it comes to the board it is a pretty well worked out process. We do have a resolution currently that allows for any board member to sign a plat outside of a board meeting as long as district counsel and district engineer have signed off. It is a resolution adopted when the district was newer, so the Board could update it and have it in place if Robert reviews the plats and is comfortable with it, as well as Keith or the district engineer, then we can have the authority to move forward with signing it outside of a board meeting if needed. Discussion ensured. The Board authorized District Counsel to review the District's options and bring them back for Board consideration.

TENTH ORDER OF BUSINESS

Discussion of Scope of Services for Communications Services

On MOTION by Mr. Kelley seconded by Ms. Johnston with all in favor this item was tabled.

ELEVENTH ORDER OF BUSINESS

Ratification of Audit Engagement Letter with Carr Riggs & Ingram to Perform the Fiscal Year 2019 Audit

On MOTION by Ms. Johnston seconded by Mr. Rojas with all in favor the engagement letter with Carr Riggs & Ingram to perform the fiscal year 2019 audit was approved subject to district counsel review.

TWELFTH ORDER OF BUSINESS

Ratification of Work Authorization No. 1G with Dantin Consulting, LLC for General Professional Engineering, Development and Construction Consulting Services

On MOTION by Mr. Kelley seconded by Ms. Johnston with all in favor work authorization no. 1G with Dantin consulting, LLC was ratified.

THIRTEENTH ORDER OF BUSINESS St. Joe Update (John Curtis)

Mr. Curtis updated the board regarding the big fix and stated there is a DRC scheduled for December 23, 2019 at the city, in front of the planning commission on January 7th, first reading of the PUD DRI amendments with the county at the end of January and February 11th the second reading before the county and February 12th before the city for approval of the big fix.

FOURTEENTH ORDER OF BUSINESS Update on DRI Matters

Mr. Dantin stated there are two points of contention St. Joe needs to resolve with the city, one is the traffic issue as it relates to school concurrency and mitigation of offsite roads. One of the issues discussed was the four-laning of Four Oaks and Blairstone, it was anticipated it would have to be done at some point but the whole language in the DRI says you shall four-lane those roads if you reach 22,500 average daily traffic. It was not anticipated that SouthWood based on the overall master plan would ever get to 22,500 but if they did, they would have to four-lane. They are changing the language from "shall" to "should" four-lane. Four-lane roads going through a neighborhood is never a good thing but there has to be an amenable agreement between St. Joe and the city as it relates to going forward with four-laning. They worked with the city to develop a new plan as it relates to industrial, schools, new residential, etc.

FIFTEENTH ORDER OF BUSINESS Staff Reports

A. Attorney - Report

There being none, the next item followed.

B. Dantin Consulting

There being none, the next item followed.

C. Communications Consulting

There being none, the next item followed.

D. Property Management Report

1. All Pro Reports

A copy of the All Pro reports was included in the agenda package.

2. Operations Memorandum

A copy of the operations memorandum was included in the agenda package.

3. Variance Report

A copy of the variance report was included in the agenda package.

4. RFP Process for Landscape Services Authorization

On MOTION by Mr. Kelley seconded by Ms. Johnston with all in favor staff was authorized to begin the RFP process to be reviewed and approved at the February meeting with proposals to be ranked at the April meeting.

E. Manager

There being none, the next item followed.

SIXTEENTH ORDER OF BUSINESS Supervisor's Requests

Mr. Kelley stated a neighbor provided information to Robert that in an area off of Jacksonville Road being developed by St. Joe where a snake come out of that area onto a

homeowner's property and bit a small child. In that area there are snakes and it would be great if All Pro and St. Joe could work on mowing that area.

Mr. Curtis stated we are meeting tomorrow on that.

Mr. Rojas stated I received an email from a neighbor about the catfish pond is looking rough. I drove by and the only thing I noticed was dead or dormant weeds.

Mr. Berlin stated we brought it down and we do that once a year per the direction we are following. The water level is going down because it hasn't rained a lot, so you are starting to see the sides exposed.

Ms. Johnston stated back to communication services, I am of the opinion that the Facebook page is not effective and I think for us to make it any more robust in my opinion may expose us to legal liability type concerns because I see what SouthWood Watch does and I don't want the CDD page to be that same thing. I recommend a quarterly newsletter similar to what the Art of Living puts out in lieu of a Facebook page.

Mr. DePriest stated I think if anybody has considerations we should send them to GMS so they can put something together for the next meeting to look at and compare it to what other CDDs do.

Ms. Sandy stated I don't know that we have any districts that do newsletters.

Mr. Oliver stated I will get a few examples.

Ms. Sandy stated in having a social media page, those things are public records, we do have to pay for software that captures the Facebook page and we have to keep that, so there is a cost associated with that.

SEVENTEENTH ORDER OF BUSINESS Audience Comments

A resident stated I understand how difficult public service is. The sacrifice you make is minimal to what your family and business makes. If Southwood were a city you would be bigger than Port St. Joe, bigger than Midway and I think you need to reconsider meeting every other month because you had a little problem with a plat because you didn't meet. I understand you can take care of business every other month but you are depriving the citizens from coming here and talking to you. You signed up for this job and you ought to think about meeting once a month because this is a growing community with a lot of moving parts.

EIGHTEENTH ORDER OF BUSINESS Next Scheduled Meeting – February 13, 2020 at 6:30 p.m. at the Southwood Community

	Center					
The meeting adjourned at 8:35 p.m.						
Secretary/Assistant Secretary	Chairman/Vice Chairman					



Capital Region

Community Development District
Unaudited Financial Statements
December 31, 2019

Meeting Date February 13, 2020

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET December 31, 2019

	General	Debt Service	Non-Major Fund	Total Governmental Funds
ASSETS:				
CASH	\$1,960,939			\$1,960,939
Capital Reserve			\$71,807	\$71,807
INVESTMENT - STATE BOARD	\$235,239			\$235,239
INVESTMENTS:				
Series 2011A1				
Reserve A1		\$185,694		\$185,694
Revenue A1		\$165,319		\$165,319
Prepayment A1		\$11,512		\$11,512
Due From General		\$177,753		\$177,753
Series 2013				
Reserve		\$430,794		\$430,794
Revenue		\$550,216		\$550,216
Prepayment		\$150		\$150
Due From General		\$369,881		\$369,881
Series 2018A1				
Reserve		\$651,977		\$651,977
Revenue		\$104,873		\$104,873
Prepayment		\$14,093		\$14,093
Due From General		\$128,170		\$128,170
Series 2018A2		. ,		. ,
Reserve		\$136,528		\$136,528
Revenue		\$165,241		\$165,241
Prepayment		\$4,998		\$4,998
Due From General		\$93,979		\$93,979
		7-5/5-5		700,000
TOTAL ASSETS	\$2,196,179	\$3,191,176	\$71,807	\$5,459,162
LIABILITIES:				
ACCOUNTS PAYABLE	\$350			\$350
DUE TO DS - SRS 20011A1-A2	\$177,753			\$177,753
DUE TO DS - SRS 2013	\$369,881			\$369,881
DUE TO DS - SRS 2018A1	\$128,169			\$128,169
DUE TO DS - SRS 2018A2	\$93,979			\$93,979
DUE TO OTHER	\$37,523			\$37,523
DEFERRED REVENUE	\$31,597			\$31,597
FUND BALANCES:				
UNASSIGNED FOR GENERAL FUND	\$1,356,927			\$1,356,927
ASSIGNED FOR CAPITAL PROJECTS			\$71,807	\$71,807
RESTRICTED FOR DEBT SERVICE		\$3,191,176		\$3,191,176
LIABILITIES & FUND EQUITY				
& OTHER CREDITS	\$2,196,179	\$3,191,176	\$71,807	\$5,459,162

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
REVENUES:				
	ć1 101 200	Ć4 07F 4F2	Ć1 07F 1F2	ćo
Special Assessment-On Roll	\$1,181,280	\$1,075,152	\$1,075,152	\$0 \$0
Special Assessment-Direct - St Joe Interest Income/Miscellaneous	\$379,158 \$2,500	\$94,790 \$625	\$94,790 \$1,801	\$0 \$1,176
,				
TOTAL REVENUES	\$1,562,937	\$1,170,566	\$1,171,743	\$1,176
EXPENDITURES:				
ADMINISTRATIVE:				
Supervisors Fees	\$6,000	\$1,500	\$1,800	(\$300)
FICA Expense	\$459	\$115	\$138	(\$23)
Engineering	\$30,000	\$7,500	\$4,245	\$3,255
Arbitrage	\$3,750	\$600	\$600	\$0
Dissemination	\$7,300	\$1,825	\$1,825	\$0
Attorney	\$57,000	\$14,250	\$8,606	\$5,644
Annual Audit	\$4,000	\$4,000	\$4,000	\$0
Annual Report	\$500	\$0	\$0	\$0
Trustee Fees	\$14,000	\$8,485	\$8,485	\$0
Assessment Roll Services	\$11,500	\$11,500	\$11 <i>,</i> 500	\$0
Management Fees	\$48,620	\$12,155	\$12,155	\$0
Information Technology	\$2,800	\$700	\$700	\$0
Records Storage	\$150	\$38	\$0	\$38
Travel & Per Diem	\$1,750	\$438	\$552	(\$114)
Telephone	\$300	\$75	\$63	\$12
Postage	\$1,500	\$375	\$215	\$160
Printing & Binding	\$2,000	\$500	\$273	\$227
Insurance	\$16,627	\$16,738	\$16 <i>,</i> 738	\$0
Legal Advertising	\$3,500	\$875	\$553	\$322
Other Current Charges	\$1,600	\$400	\$540	(\$140)
Office Supplies	\$200	\$50	\$21	\$29
Dues, Licenses, Subscriptions	\$3,175	\$175	\$175	\$0
Capital Outlay	\$250	\$62	\$0	\$62
TOTAL ADIMINISTRATIVE	\$216,980	\$82,356	\$73,184	\$9,171
FIELD:				
	A.00.000	40	40	ـ د
Management Fees	\$126,000	\$31,500	\$31,500	\$0
Security	\$10,000	\$2,500	\$5,843	(\$3,343)
Communications	\$10,000	\$2,500	\$1,000	\$1,500
Utilities	\$45,000	\$11,250	\$11,444	(\$194)
Landscape Maintenance - Contract	\$879,249	\$219,812	\$219,812	\$0
Landscape Maintenance - New Units/Street Trees	\$7,500	\$1,875	\$15	\$1,860
Pond Maintenance - Contract	\$5,000	\$1,250	\$865	\$385
Pond Repairs - Current Units	\$30,000	\$7,500	\$11,391	(\$3,891)
Pond Repairs - New Units	\$1,500	\$375	\$0	\$375

COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
EXPENDITURES:				
FIELD: (continued)				
SWMF Operating Permit Fees	\$5,508	\$1,377	\$25	\$1,352
Irrigation Maintenance - Contract	\$49,604	\$12,401	\$12,401	(\$0)
Irrigation Maintenance - New Units	\$500	\$125	\$3	\$122
Irrigation Repairs - Current Units	\$40,000	\$10,000	\$3,914	\$6,086
Irrigation Systems Upgrades	\$1,250	\$313	\$0	\$313
Preserve Maintenance	\$40,000	\$10,000	\$12,029	(\$2,029)
Tot Lot Inspection/Maintenance	\$5,000	\$1,250	\$0	\$1,250
Tree Removal/Trimming/Cleanup	\$35,000	\$8,750	\$1,500	\$7,250
Alleyway Maintenance	\$5,000	\$1,250	\$600	\$650
Miscellaneous Maintenance	\$7,500	\$1,875	\$4,692	(\$2,817)
Special Events	\$5,000	\$1,250	\$0	\$1,250
Other-Contingency	\$5,000	\$1,250	\$545	\$705
Capital Expenditures	\$25,000	\$6,250	\$0	\$6,250
Reserve for Capital - R&R	\$94,209	\$23,552	\$0	\$23,552
Common Area Maintenance	\$8,000	\$2,000	\$1,549	\$451
TOTAL FIELD	\$1,440,820	\$360,205	\$319,128	\$41,077
TOTAL EXPENDITURES	\$1,657,800	\$442,561	\$392,312	\$50,248
EXCESS (DEFICIT) OF REVENUES				
OVER EXPENDITURES	(\$94,863)	\$728,006	\$779,431	\$51,425
NET CHANGE IN FUND BALANCE	(\$94,863)	\$728,006	\$779,431	\$51,425
FUND BALANCE - Beginning	\$94,863		\$577,497	
FUND BALANCE - Ending	\$0		\$1,356,927	

CAPITAL REGION CDD GENERAL FUND FY 2020

	ADOPTED				FY 202	-								Year to
Description	BUDGET	October	November	December	January	February	March	April	May	June	July	August	September	Date
REVENUES:														
Special Assessment-On Roll	\$1,181,280	\$0	\$149,478	\$925,674	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,075,152
Special Assessment-Direct - St Joe	\$379,158	\$31,597	\$31,597	\$31,597	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$94,790
Interest Income/Miscellaneous	\$2,500	\$828	\$593	\$380	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,801
Carry Forward Surplus	\$94,863	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$1,657,800	\$32,425	\$181,668	\$957,650	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,171,743
EXPENDITURES:														
Administrative:														
Supervisors Fees	\$6,000	\$800	\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,800
FICA Expense	\$459	\$61	\$0	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$138
Engineering	\$30,000	\$1,313	\$407	\$2,525	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,245
Arbitrage	\$3,750	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Dissemination	\$7,300	\$608	\$608	\$608	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,825
Attorney	\$57,000	\$2,435	\$147	\$6,024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,606
Annual Audit	\$4,000	\$0	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Annual Report	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trustee Fees	\$14,000	\$4,337	\$0	\$4,148	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,485
Assessment Roll Services	\$11,500	\$11,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,500
Management Fees	\$48,620	\$4,052	\$4,052	\$4,052	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,155
Information Technology	\$2,800	\$233	\$233	\$233	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
Records Storage	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel & Per Diem	\$1,750	\$238	\$142	\$172	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552
Telephone	\$300	\$42	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63
Postage	\$1,500	\$132	\$9	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$215
Printing & Binding	\$2,000	\$78	\$178	\$17	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$273
Insurance	\$16,627	\$16,738	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,738
Legal Advertising	\$3,500	\$96	\$360	\$97	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$553
Other Current Charges	\$1,600	\$188	\$197	\$154	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$540
Office Supplies	\$200	\$6	\$15	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21
Dues, Licenses, Subscriptions	\$3,175	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
Capital Outlay	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Administrative	\$216,980	\$43,632	\$6,370	\$23,182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$73,184

CAPITAL REGION CDD GENERAL FUND FY 2020

2	ADOPTED	0												Year to
Description	BUDGET	October	November	December	January	February	March	April	May	June	July	August S	september	Date
<u>Maintenance:</u>														
Management Fees	\$126,000	\$10,500	\$10,500	\$10,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31,50
Security	\$10,000	\$5,738	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,84
Communications	\$10,000	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,00
Utilities	\$45,000	\$6,293	\$2,494	\$2,658	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,44
Landscape Maintenance - Contract	\$879,249	\$73,271	\$73,271	\$73,271	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$219,81
Landscape Maintenance - New Units/Street Trees	\$7,500	\$5	\$5	\$5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
Pond Maintenance - Contract	\$5,000	\$0	\$0	\$865	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86
Pond Repairs - Current Units	\$30,000	\$5,043	\$6,275	\$74	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,39
Pond Repairs - New Units	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Ç
SWMF Operating Permit Fees	\$5,508	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2
Irrigation Maintenance - Contract	\$49,604	\$4,134	\$4,134	\$4,134	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,40
Irrigation Maintenance - New Units	\$500	\$0	\$0	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ç
Irrigation Repairs - Current Units	\$40,000	\$1,498	\$1,426	\$990	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,91
Irrigation Systems Upgrades	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ç
Preserve Maintenance	\$40,000	\$7,842	\$735	\$3,452	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,02
Tot Lot Inspection/Maintenance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ç
Tree Removal/Trimming/Cleanup	\$35,000	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,50
Alleyway Maintenance	\$5,000	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60
Miscellaneous Maintenance	\$7,500	\$2,000	\$1,738	\$953	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,69
Special Events	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Ş
Other-Contingency	\$5,000	\$0	\$0	\$545	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54
Capital Expenditures	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ç
Reserve for Capital - R&R	\$94,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	ç
Common Area Maintenance	\$8,000	\$1,159	\$391	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,54
Total Maintenance	\$1,440,820	\$118,607	\$103,072	\$97,448	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$319,12
Total Recreatin Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$
Total Expenditures	\$1,657,800	\$162,239	\$109,442	\$120,631	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$392,31
Interfund Tranfer In/(Out)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$
Excess Revenues (Expenditures)	\$0	(\$129,815)	\$72,226	\$837,019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$779,43

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL RESERVE

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
REVENUES:				
Capital Reserve Contribution	\$119,209	\$0	\$0	\$0
TOTAL REVENUES	\$119,209	\$0	\$0	\$0
EXPENDITURES:				
Reserve for Capital - R&R Other Charges	\$0 \$600	\$0 \$150	\$1,050 \$141	(\$1,050) \$9
TOTAL EXPENDITURES	\$600	\$150	\$1,191	(\$1,041)
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	\$118,609	(150.00)	(1,190.59)	(1,040.59)
FUND BALANCE - Beginning	\$102,095		\$72,998	
FUND BALANCE - Ending	\$220,704		\$71,807	

COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2011A1 & A2

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
REVENUES:				
Special Assessments - Residential	\$379,445	\$342,821	\$342,821	\$0
Interest Income	\$1,000	\$250	\$1,129	\$879
TOTAL REVENUES	\$380,445	\$343,071	\$343,950	\$879
EXPENDITURES:				
<u>SERIES 2011-A1</u>				
Interest - 11/1 - 2011A1	\$85,659	\$85,659	\$85,659	\$0
Interest - 5/1 - 2011A1	\$85,659	\$0	\$0	\$0
Principal - 5/1 - 2011A1	\$200,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$371,318	\$85,659	\$85,659	\$0
EXCESS (DEFICIT) OF REVENUES				
OVER EXPENDITURES	\$9,127	\$257,412	\$258,291	\$879
FUND BALANCE - Beginning	\$96,300		\$281,986	
FUND BALANCE - Ending	\$105,427		\$540,278	

COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2013A

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
REVENUES:				
Special Assessments - Residential	\$381,326	\$334,495	\$334,495	\$0
Special Assessments - Commercial	\$480,848	\$446,110	\$446,110	\$0
Interest Income	\$2,500	\$625	\$3,162	\$2,537
TOTAL REVENUES	\$864,674	\$781,230	\$783,767	\$2,537
EXPENDITURES:				
Interest- 11/1	\$215,209	\$215,209	\$215,209	\$0
Interest - 5/1	\$215,209	\$0	\$0	\$0
Principal - 5/1	\$440,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$870,418	\$215,209	\$215,209	\$0
EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES	(\$5,744)	\$566,021	\$568,558	\$2,537
FUND BALANCE - Beginning	\$347,730		\$782,482	
FUND BALANCE - Ending	\$341,986		\$1,351,040	

COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2018A1

DESCRIPTION	PROPOSED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE	
REVENUES:					
Special Assessments - Residential	\$114,569	\$125,367	\$125,367	\$0	
Special Assessments - Commercial	\$75,911	\$71,597	\$71,597	\$0	
Special Assessments - Direct	\$1,115,613	\$259,730	\$259,730	\$0	
Interest Income	\$2,500	\$625	\$2,845	\$2,220	
TOTAL REVENUES	\$1,308,594	\$457,319	\$459,539	\$2,220	
EXPENDITURES:					
Interest - 11/1	\$401,650	\$401,650	\$401,650	\$0	
Special Call - 11/1	\$0	\$0	\$5,000	(\$5,000)	
Interest - 5/1	\$401,650	\$0	\$0	\$0	
Principal - 5/1	\$510,000	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$1,313,300	\$401,650	\$406,650	(\$5,000)	
EXCESS (DEFICIT) OF REVENUES					
OVER EXPENDITURES	(\$4,706)	\$55,669	\$52,889	(\$2,780)	
NET CHANGE IN FUND BALANCE	(\$4,706)	\$55,669	\$52,889	(\$2,780)	
FUND BALANCE - Beginning	\$463,753		\$846,223		
FUND BALANCE - Ending	\$459,047		\$899,112		

COMMUNITY DEVELOPMENT DISTRICT DEBT SERVICE FUND - SERIES 2018A2

DESCRIPTION	PROPOSED BUDGET	PRORATED BUDGET THRU 12/31/19	ACTUAL THRU 12/31/19	VARIANCE
REVENUES:				
Special Assessments - Residential	\$273,055	\$259,071	\$259,071	\$0
Interest Income	\$2,500	\$625	\$671	\$46
TOTAL REVENUES	\$275,555	\$259,696	\$259,742	\$46
EXPENDITURES:				
Interest - 11/1	\$55,096	\$55,096	\$55,096	\$0
Interest - 5/1	\$55,096	\$0	\$0	\$0
Principal - 5/1	\$165,000	\$0	\$0	\$0
TOTAL EXPENDITURES	\$275,192	\$55,096	\$55,096	\$0
EXCESS (DEFICIT) OF REVENUES				
OVER EXPENDITURES	\$363	\$204,600	\$204,646	\$46
NET CHANGE IN FUND BALANCE	\$363	\$204,600	\$204,646	\$46
FUND BALANCE - Beginning	\$58,522		\$196,099	
FUND BALANCE - Ending	\$58,885		\$400,746	

C.

CAPITAL REGION CDD ASSESSMENT RECEIPTS FISCAL YEAR 2020

		SERIES 2008 /	SERIES 2008 /		SERIES 2011A-2					
		2018-1	2018-1	SERIES 2011A-1	/ 2018-2	SERIES 2013	SERIES 2013	TOTAL DEBT	FISCAL YEAR	
ASSESSED TO	# UNITS	RESIDENTIAL	COMMERCIAL	RESIDENTIAL	COMMERCIAL	RESIDENTIAL	COMMERCIAL	SERVICE	2020 O&M	TOTAL ASSESSED
ST JOE COMPANY	1,692.00	-	1,086,010.90	-	-	-	-	1,086,010.90	379,158.05	1,465,168.95
LEON CO. TAX ROLL	2,991.58	142,917.85	77,165.00	379,444.65	274,147.35	381,324.91	480,803.85	1,735,803.62	1,181,279.95	2,917,083.56
TOTAL NET ASSESSED	4,683.58	142,917.85	1,163,175.90	379,444.65	274,147.35	381,324.91	480,803.85	2,821,814.51	1,560,438.00	4,382,252.51

		SERIES 2008 /	SERIES 2008 /		SERIES 2011A-2					
		2018-1	2018-1	SERIES 2011A-1	/ 2018-2	SERIES 2013	SERIES 2013	TOTAL DEBT	FISCAL YEAR	TOTAL COLLECTED
RECEIVED BY		RESIDENTIAL	COMMERCIAL	RESIDENTIAL	COMMERCIAL	RESIDENTIAL	COMMERCIAL	SERVICE	2020 O&M	NET
ST JOE COMPANY		-	217,202.18	-	-	-	-	217,202.18	157,982.50	375,184.68
TOTAL DUE DIRECT INVOICE		-	868,808.72	-	-	-	-	868,808.72	221,175.55	1,089,984.27
LEON CO DIST 1	11/13/2019	474.38	-	689.96	-	1,265.71	-	2,430.05	1,619.94	4,049.99
LEON CO DIST 2	11/25/2019	7,981.79	20,652.41	30,195.94	-	21,296.53	128,682.16	208,808.83	147,858.42	356,667.25
LEON CO DIST 3	12/11/2019	47,047.29	21,498.03	134,182.37	165,092.01	125,528.78	133,951.11	627,299.59	421,511.61	1,048,811.20
LEON CO DIST 4	12/20/2019	69,863.04	29,446.49	177,752.97	93,978.95	186,404.40	183,476.78	740,922.63	504,161.91	1,245,084.54
LEON CO DIST 5	1/15/2020	8,102.75	2,532.88	10,268.47	-	21,619.28	15,781.99	58,305.37	39,745.77	98,051.14
LEON CO DIST 6	1/30/2020	132.45	73.56	350.40	257.09	353.40	458.37	1,625.27	1,106.39	2,731.66
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
TOTAL RECEIVED TAX	ROLL	133,601.70	74,203.37	353,440.11	259,328.05	356,468.10	462,350.41	1,639,391.74	1,116,004.04	2,755,395.78
TOTAL DUE TAX ROLL	•	9,316.15	2,961.63	26,004.54	14,819.30	24,856.81	18,453.44	96,411.87	65,275.91	161,687.78

	SERIES 2008 /	SERIES 2008 /		SERIES 2011A-2					
	2018-1	2018-1	SERIES 2011A-1	/ 2018-2	SERIES 2013	SERIES 2013	TOTAL DEBT	FISCAL YEAR	
PERCENT RECEIVED	RESIDENTIAL	COMMERCIAL	RESIDENTIAL	COMMERCIAL	RESIDENTIAL	COMMERCIAL	SERVICE	2019 O&M	TOTAL
% RECEIVED DIRECT INVOICE	0.00%	20.00%	0.00%	0.00%	0.00%	0.00%	20.00%	41.67%	25.61%
% RECEIVED TAX ROLL	93.48%	96.16%	93.15%	94.59%	93.48%	96.16%	94.45%	94.47%	94.46%



Capital Region

Community Development District Check Register Summary General Fund

12/1/2019 - 1/31/2020

Check Date	Check #'s	Total Amount		
12/2/2019	2386-2389	\$ 154,199.82		
12/20/2019	2390-2401	\$ 788,712.76		
1/10/2020	2402-2412	\$ 795,668.12		
Total		\$ 1,738,580.70		

^{*} FedEx invoices will be provided upon request

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/04/20 PAGE 1

*** CHECK DATES 12/01/2019 - 01/31/2020 *** CAPITAL REGION - GENERAL FUND
BANK B CAPITAL REGION - GEN

	BANK B CAPITAL REGION - GEN			
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	12/02/19 12022019 201912 300-20700-10800 TXFER DRCT ASSESS ST JOE	*	21,126.79	
	CAPITAL REGION CDD - S2008/2018A1			21,126.79 002386
12/02/19 00129	12/02/19 12022019 201912 300-20700-10000 TXFER TAX RCPTS LEON CTY	*	689.96	
	CAPITAL REGION CDD - SERIES 2011A1			689.96 002387
12/02/19 00148	12/02/19 12022019 201912 300-20700-10900 TXFER TAX RCPTS LEON CTY	*	129,947.87	
	CAPITAL REGIONS CDD - SERIES 2013			129,947.87 002388
12/02/19 00008	10/31/19 111326 201910 310-51300-31500 GENERAL COUNSEL 10/31/19	*	1,272.80	
	10/31/19 111327 201910 310-51300-31500		1,162.40	
	HOPPING, GREEN & SAMS, P.A.			2,435.20 002389
12/20/19 00024	1/01/19 191343 202001 320-57200-46200	*	73,270.74	
	JAN 20 - LANDSCAPE MAINT 1/01/19 191343 202001 320-57200-46225	*	5.02	
	JAN 20 - LANDSCAPE MAINT 1/01/19 191343 202001 320-57200-46400 JAN 20 - LANDSCAPE MAINT	*	4,133.70	
	1/01/19 191343 202001 320-57200-46425	*	3.00	
	JAN 20 - LANDSCAPE MAINT 12/02/19 191275 201911 320-57200-46450	*	328.67	
	MAINLINE REPAIR 12/2/19 12/02/19 191328 201911 320-57200-46900	*	280.00	
	TREE REMOVAL-NEW DAWN PRK 12/09/19 191334 201912 320-57200-46650	*	544.85	
	FLOWER INSTALL-ORANGE AVE 12/09/19 191335 201912 320-57200-46900	*	335.00	
	FUNGICIDE TREAT - 12/4/19 12/09/19 191339 201912 320-57200-47000	*	692.27	
	ASPHALT REPAIR - CP TRAIL 12/17/19 191344 201912 320-57200-46900	*	418.08	
	FUNGICIDE APPLICAIONS ALL-PRO LAND CARE OF TALLAHASSEE			80,011.33 002390
	12/11/19 1917727 201911 310-51300-31100 SERVICE THRU 11/30/2019	*	407.22	
	ATKINS NORTH AMERICA, INC.			407.22 002391
12/20/19 00157	11/18/19 111319 201911 320-57200-47000 PRESSURE CLEAN BRIDGES	*	525.00	

CAPR CAPITAL REGION MPHILLIPS

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK CHECK DATES 12/01/2019 - 01/31/2020 *** CAPITAL REGION - GENERAL FUND BANK B CAPITAL REGION - GEN	CK REGISTER	RUN 2/04/20	PAGE 2
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
12/09/19 120619 201912 320-57200-47000	*	1,904.90	
PRESSURE CLEAN SIDEWALKS DAVE BORDEN			2,429.90 002392
12/20/19 00167 12/01/19 000416 201911 320-57200-34010 NOV 19 - SERVICES	*	500.00	
NOV 19 - SERVICES BULLDOG STRATEGY GROUP, LLC			500.00 002393
12/20/19 00106 12/20/19 12202019 201912 300-20700-10800 TXFER DIR ASSESS ST JOE	*	76,527.11	
CAPITAL REGION CDD - S2008/2018A1			76,527.11 002394
12/20/19 00129 12/20/19 12202019 201912 300-20700-10000 TXFER TAX RCPTS LEON CTY	*	164,378.31	
CAPITAL REGION CDD - SERIES 2011A1			164,378.31 002395
12/20/19 00130 12/20/19 12202019 201912 300-20700-11000 TXFER TAX RCPTS LEON CTY	*	165,092.01	
CAPITAL REGION CDD - SERIES 2018A2			165,092.01 002396
12/20/19 00148 12/20/19 12202019 201912 300-20700-10900 TXFER TAX RCPTS LEON CTY	*	280,776.42	
CAPITAL REGIONS CDD - SERIES 2013			280,776.42 002397
12/20/19 00029 12/20/19 NOV2019 201911 320-57200-43000 NOV 2019 SERVICES	*	2,493.53	
NOV 2019 SERVICES CITY OF TALLAHASSEE - UTILITIES			2,493.53 002398
12/20/19 00061 12/01/19 403 201912 310-51300-34000 DEC 19 - MANAGEMENT FEES	*	4,051.67	
12/01/19 403 201912 310-51300-35100 DEC 19 - INFORMATION TECH	*	233.33	
12/01/19 403 201912 310-51300-31300 DEC 19 - DISSEMINATION	*	608.33	
12/01/19 403 201912 310-51300-42000 DEC 19 - POSTAGE	*	7.90	
12/01/19 403 201912 310-51300-42500 DEC 19 - COPIES	*	16.65	
12/01/19 403 201912 310-51300-40000 DEC 19 - HILTON GRDN INN	*	171.99	
12/01/19 404 201912 320-57200-34000 DEC 19 - FAC MANAGEMENT	*	10,500.00	
GOVERNMENTAL MANAGEMENT SERVICES			15,589.87 002399
12/20/19 00008 12/17/19 111707 201911 310-51300-31500 GENERAL COUNSEL 11/30/19	*	146.90	
UODDING COFFN S CAME D A			146 90 002400

CAPR CAPITAL REGION MPHILLIPS

HOPPING, GREEN & SAMS, P.A.

146.90 002400

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/04/20 PAGE 3
*** CHECK DATES 12/01/2019 - 01/31/2020 *** CAPITAL REGION - GENERAL FUND

*** CHECK DATES 12/0	1/2019 - 01/31/2020 *** CA	APITAL REGION - GENERAL FUND ANK B CAPITAL REGION - GEN			
CHECK VEND# DATE DAT	.INVOICEEXPENSED TO FE INVOICE YRMO DPT ACCT# S	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
12/20/19 00228 11/3	0/19 00029879 201911 310-51300-4 NOTICE OF RULEMAKING		*	360.16	
		TALLAHASSEE MEDIA GROUP			360.16 002401
	1/20 191407 201912 320-57200-4		*	126.00	
1/0	REMOVE DEAD HOLLIES 1/20 191408 201912_320-57200-4		*	73.50	
	GRAS REMOVAL-3798BILTMORE 1/20 191409 201912 320-57200-4	16900	*	74.00	
1/0	ROLL OUT RUST-BLAIRSTONE 1/20 191410 201912 320-57200-4	16450	*	476.17	
1/0	MAINLINE REPAIR 12/16-19 1/20 191411 201912 320-57200-4	16450	*	514.17	
1/0	MAINLINE REPAIR 12/16-19 1/20 191412 201912 320-57200-4	17000	*	126.00	
1/0	TRIM LIMBS AROUND C-PARK 1/20 191413 201912 320-57200-4	17000	*	224.47	
1/0	CHEMICAL-CENTRAL PARK LAK 1/20 191415 201912 320-57200-4	17000	*	504.00	
	BUTTERFLY GARDEN CLEANUP	ALL-PRO LAND CARE OF TALLAHASSEE			2,118.31 002402
1/10/20 00167 1/03	1/20 000420 202001 320-57200-3	34010	*	500.00	
	JAN 2020 SERVICES	BULLDOG STRATEGY GROUP, LLC			500.00 002403
1/10/20 00106 1/10				99,309.53	
	TXFER TAX RCPTS 1/10/20			•	
1/10	0/20 01102020 202001 300-20700-1 TXFER DIRECT ASSESS STJOE		*	30,091.00	
		CAPITAL REGION CDD - S2008/2018A1			129,400.53 002404
	0/20 01102020 202001 300-20700-1	L0000	*	177,752.97	
	TAPER TAX REFTS 1/10/20	CAPITAL REGION CDD - SERIES 2011A1			177,752.97 002405
1/10/20 00130 1/10	0/20 01102020 202001 300-20700-1 TXFER TAX RCPTS 1/10/20		*	93,978.95	
	IAFER IAA RCPIS 1/10/20	CAPITAL REGION CDD - SERIES 2018A2			93,978.95 002406
1/10/20 00148 1/10	0/20 01102020 202001 300-20700-1 TXFER TAX RCPTS 1/10/20	10900	*	369,881.18	
	TAPER TAX RCPTS 1/10/20	CAPITAL REGIONS CDD - SERIES 2013			369,881.18 002407
1/10/20 00029 12/3	0/19 DEC2019 201912 320-57200-4 DEC 2019 SERVICES		*	2,657.52	
	DEC Z013 SEKAICES	CITY OF TALLAHASSEE - UTILITIES			2,657.52 002408

CAPR CAPITAL REGION MPHILLIPS

AP300R	ACCOUNTS PAYABLE PREPAID/COMPUTER CH APITAL REGION - GENERAL FUND ANK B CAPITAL REGION - GEN	HECK REGISTER	RUN 2/04/20	PAGE 4
CHECK VEND#INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# S 1/10/20 00137 1/07/20 1080 201912 310-51300-3 SERVICE THRU 12/31/19	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
1/10/20 00137 1/07/20 1080 201912 310-51300-3	31100	*	2,525.00	
SERVICE TIRO 12/31/19	DANTIN CONSULTING, LLC			2,525.00 002409
1/10/20 00061 1/01/20 405 202001 310-51300-3	34000	*	4,051.67	
1/01/20 405 202001 310-51300-3		*	233.33	
JAN 2020 INFO TECHNOLOGY 1/01/20 405 202001 310-51300-3	31300	*	608.33	
JAN 2020 DISSEMINATION 1/01/20 405 202001 310-51300-5	51000	*	15.15	
JAN 2020 OFFICE SUPPLIES 1/01/20 405 202001 310-51300-4	12000	*	17.85	
JAN 2020 POSTAGE 1/01/20 405 202001 310-51300-4	12500	*	298.65	
JAN 2020 COPIES 1/01/20 405 202001 310-51300-4	11000	*	21.07	
JAN 2020 PHONE 1/01/20 405 202001 310-51300-4	40000	*	180.81	
JAN 2020 TRAVEL REIMB 1/01/20 406 202001 320-57200-3	34000	*	10,500.00	
JAN 2020 FAC MGMT	GOVERNMENTAL MANAGEMENT SERVICES		•	15.926.86 002410
1/10/20 00183 12/21/19 91181615 201912 310-51300-4 DESK SIGN 3 SUPERVISORS		*	61.80	
DESK SIGN 3 SUPERVISORS	HOLMES STAMP & SIGN			61.80 002411
1/10/20 00267 12/22/19 SWL12021 201912 320-57200-4 TEST LAKE WATERS 12/2/19		*	865.00	
TEST DAKE WATERS 12/2/19	MCGLYNN LABS INC.			865.00 002412
	TOTAL FOR BANK	В	1,738,580.70	

TOTAL FOR BANK B 1,738,580.70
TOTAL FOR REGISTER 1,738,580.70

CAPR CAPITAL REGION MPHILLIPS



Capital Region Community Development District

FINANCIAL STATEMENTS

September 30, 2019



Capital Region Community Development District Table of Contents September 30, 2019

	PAGE
REPORT Independent Auditors' Report	1
FINANCIAL STATEMENTS Management's Discussion and Analysis (Required Supplemental Information)	3
Basic Financial Statements Government-Wide Financial Statements	
Statement of Net Position	8
Statement of Activities	9
Fund Financial Statements	
Balance Sheet – Governmental Funds	10
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position	11
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	12
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	13
Notes to Financial Statements	14
Required Supplemental Information (other than MD&A)	
Budget to Actual Comparison Schedule - General Fund	25
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	26
Management Letter	28
Independent Accountants' Report on Compliance with Section 218.415 Florida Statutes	30



Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors Capital Region Community Development District Leon County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Capital Region Community Development District (hereinafter referred to as "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the District as of September 30, 2019, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January XX, 2020, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida January XX, 2020

ľ	Management's Discussion And Anal	ysis

Our discussion and analysis of the Capital Region Community Development District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2019. Please read it in conjunction with the District's financial statements, which begin on page 8.

FINANCIAL HIGHLIGHTS

- At September 30, 2019, the liabilities of the District exceed its assets and deferred outflows of resources by approximately \$12.2 million (deficit).
- During the fiscal year ended September 30, 2019, the District incurred approximately \$1.6 million of interest expenditures and repaid principal of \$1,320,000.

USING THE ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 8 – 9 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 10. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

Reporting the District's Most Significant Funds

Our analysis of the District's major funds begins on page 6. The fund financial statements begin on page 10 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

Governmental funds – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position and is compared to the prior year.

September 30,	2019	2018	Change
Assets			
Current and other assets	\$ 3,038,933	\$ 3,301,671	\$ (262,738)
Capital assets, net	15,461,361	15,983,126	(521 <i>,</i> 765)
Total assets	18,500,294	19,284,797	(784,503)
Deferred outflows of resources			
Deferred charge on refunding	48,110	52,148	(4,038)
Total assets and deferred			
outflows of resources	\$ 18,548,404	\$ 19,336,945	\$ (788,541)
Liabilities			
Current liabilities	\$ 2,004,870	\$ 2,028,814	\$ (23,944)
Other liabilities	28,728,043	30,076,702	(1,348,659)
Total liabilities	30,732,913	32,105,516	(1,372,603)
Net position			
Net investment in capital assets	15,461,361	15,983,126	(521 <i>,</i> 765)
Restricted for:			
Debt service	1,080,631	1,061,045	19,586
Capital projects	72,998	80,925	(7,927)
Unrestricted	(28,799,499)	(29,893,667)	1,094,168
Total net position (deficit)	(12,184,509)	(12,768,571)	584,062
Total liabilities and net position	\$ 18,548,404	\$ 19,336,945	\$ (788,541)

For more detailed information, see the accompanying Statement of Net Position.

During the fiscal year ended September 30, 2019, total assets and liabilities decreased by approximately \$785,000 and \$1.4 million, respectively, while deferred outflows of resources did not change significantly from the prior year. The decrease in assets is primarily a due to the use of current resources to pay for expenses in excess of levied assessments, interest and other revenues and depreciation on capital assets. The decrease in liabilities is primarily due to the repayment of outstanding long-term bond principal.

The following schedule compares the Statement of Activities for the current and previous fiscal year.

Year ended September 30,	2019	2018	Change
Revenues:			
Program revenues:			
Charges for services	\$ 4,182,856	\$ 4,582,105	\$ (399,249)
Grants and contributions	44,582	35,613	8,969
General revenues:			
Insurance proceeds	70,283	39,068	31,215
Interest and other revenues	16,080	16,815	(735)
Total revenues	4,313,801	4,673,601	(359,800)
Expenses:			
General government	211,135	251,299	(40,164)
Hurricane clean-up	76,866	-	76,866
Maintenance and operations	1,890,048	2,031,390	(141,342)
Bond issue costs	-	554,675	(554,675)
Interest	1,551,690	1,920,391	(368,701)
Tatal augusta	2 720 720	4 757 755	(1.020.016)
Total expenses	3,729,739	4,757,755	(1,028,016)
Change in net position	584,062	(84,154)	668,216
Net position (deficit), beginning of year	(12,768,571)	(12,684,417)	(84,154)
Net position (deficit), end of year	\$ (12,184,509)	\$ (12,768,571)	\$ 584,062

For more detailed information, see the accompanying Statement of Activities.

Revenues and expenses decreased from the prior year by approximately \$360,000 and \$1 million, respectively. The decrease in revenues is due to a decrease in budgeted assessment rates. The decrease in expenses is primarily due to bond issue costs on the Series 2018 Bonds incurred in the prior year, as well as a decrease in interest expenses in the current year. The overall result was a \$584,062 increase in net position for fiscal year 2019.

THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 10) reported a combined fund balance of approximately \$3 million, which is a decrease from last year's balance that totaled \$3.2 million. Significant transactions are discussed below.

• During the fiscal year ended September 30, 2019, the District incurred approximately \$1.6 million of interest expenditures and repaid principal of \$1,320,000.

The overall decrease in fund balance for the year ended September 30, 2019 totaled \$231,075.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2019, the District had approximately \$15.5 million invested in capital assets (net of accumulated depreciation). This amount represents a decrease of approximately \$522,000 from the fiscal year 2018 total.

A listing of capital assets by major category for the current and prior year follows:

September 30,	2019	2018	Change		
Capital assets being depreciated	\$ 22,165,899 \$	22,165,899 \$	-		
Accumulated depreciation	(6,704,538)	(6,182,773)	(521,765)		
Net capital assets	\$ 15,461,361 \$	15,983,126 \$	(521,765)		

More information about the District's capital assets is presented in Note 4 to the financial statements.

Debt

At September 30, 2019, the District had approximately \$30.1 million of bonds outstanding. This amount represents a decrease of \$1,320,000 from the fiscal year 2018 total.

A listing of debt amounts outstanding for the current and prior year is as follows:

September 30,		2019	2018	Change
Capital Improvement Revenue Bonds:				
Series 2011 A-1	\$	3,255,000	\$ 3,470,000	\$ (215,000)
Series 2013		7,880,000	8,300,000	(420,000)
Series 2018A-1		16,420,000	16,935,000	(515,000)
Series 2018A-2		2,505,000	2,675,000	(170,000)
	\$	30,060,000	\$ 31,380,000	\$ (1,320,000)

More information about the District's long-term debt is presented in Note 5 to the financial statements.

GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

An Operating budget was established by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 25.

The District experienced an unfavorable variance in revenues and expenses as compared to the budget in the amount of \$131,233 and \$39,972, respectively. The variance in revenues is due to a reduction in assessments resulting from the overcharging of recreation assessments in prior years. The variance in expenditures occurred primarily due to unexpected hurricane expenditures incurred in the current year.

FUTURE FINANCIAL FACTORS

Capital Region Community Development District is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and levies non – ad valorem special assessments ("assessments"). Assessments for fiscal year 2020 were established at levels to provide for the operations of the District as well as the necessary debt service requirements.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Capital Region Community Development District's management company at 5385 N. Nob Hill Road, Sunrise, Florida 33351.

E	Basic Financial Statements

Capital Region Community Development District Statement of Net Position

September 30,	2019
	Governmental
	Activities
Assets	
Cash and cash equivalents	\$ 96,112
Investments	2,691,460
Due from developer	223,123
Prepaid expenses	28,238
Capital assets:	
Depreciable, net	15,461,361
Total assets	18,500,294
Deferred outflows of resources	
Deferred charge on refunding	48,110
Total deferred outflows of resources	48,110
Liabilities	
Accounts payable	21,002
Due to other government	37,523
Accrued interest payable	631,345
Non-current liabilities:	
Due within one year	1,315,000
Due in more than one year	28,728,043
Total liabilities	30,732,913
Net position	
Net investment in capital assets	15,461,361
Restricted for:	, ,
Debt service	1,080,631
Capital projects	72,998
Unrestricted	(28,799,499)
Total net position (deficit)	\$ (12,184,509)

Capital Region Community Development District Statement of Activities

Year ended September 30,					2019				
								N	et (Expense)
								F	Revenue and
									Changes in
				Progr	ram Revenues	<u> </u>		<u>]</u>	Net Position
				(Operating		Capital		
			Charges for	G	Frants and	(Grants and	G	overnmental
Functions/Programs		Expenses	Services	Co	ntributions	Co	ontributions		Activities
Primary government:									
Governmental activities:									
General government	\$	(211,135)	\$ 180,622	\$	-	\$	-	\$	(30,513)
Hurricane clean-up		(76,866)	-		-		-		(76,866)
Maintenance and operations		(1,890,048)	1,170,537		-		-		(719,511)
Interest		(1,551,690)	2,831,697		44,556		26		1,324,589
Total governmental									
activities	\$	(3,729,739)	4,182,856	\$	44,556	\$	26		497,699
	Gen	eral revenues							
	Ins	surance proceed	ls						70,283
	Int	terest and other	revenues						16,080
		Total general rev	venues						86,363
	Change in net position								584,062
	Net position (deficit) - beginning of year								
	Net	position (deficit) - end of year					\$	(12,184,509)

Capital Region Community Development District Balance Sheet – Governmental Funds

September 30, 2019

September 30,	2019							
								Total
							Go	vernmental
	(General	D	ebt Service	No	on-Major		Funds
Assets								
Cash and cash equivalents	\$	22,765	\$	-	\$	73,347	\$	96,112
Investments		583,438		2,108,022		-		2,691,460
Due from developer		-		223,123		-		223,123
Prepaid expenditures		28,238		-		-		28,238
Due from other funds		1,580		-		-		1,580
Total assets	\$	636,021	\$	2,331,145	\$	73,347	\$	3,040,513
Liabilities and Fund Balances								
Liabilities								
Accounts payable	\$	21,002	\$	-	\$	-	\$	21,002
Due to other funds		-		1,231		349		1,580
Due to other government		37,523		-		-		37,523
Total liabilities		58,525		1,231		349		60,105
Fund balances								
Nonspendable		28,238		_		_		28,238
Restricted for debt service		, -		2,329,914		_		2,329,914
Restricted for capital projects		-		-		72,998		72,998
Unassigned		549,258		-		, -		549,258
Total fund balances		577,496		2,329,914		72,998		2,980,408
Total liabilities and fund balances	\$	636,021	\$	2,331,145	\$	73,347	\$	3,040,513

Capital Region Community Development District Reconciliation of the Balance Sheet – Governmental Funds to the Statement of Net Position

September 30,	2019
Total fund balances, governmental funds	\$ 2,980,408
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.	15,461,361
Deferred charges on refunding are not financial resources and, therefore are not reported as assets in governmental funds. The Statement of Net Position includes these charges, net of amortization.	48,110
Liabilities not due and payable from current resources, including accrued interest, are not reported in the fund financial statements.	(30,674,388)
Total net position (deficit) - governmental activities	\$ (12,184,509)

Capital Region Community Development District Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds

2019

rear enaca september 50,		_,		
				Total
				Governmental
	General	Debt Service	Non-Major	Funds
Revenues				
Assessments	\$ 1,351,159	\$ 2,831,697	\$ -	\$ 4,182,856
Insurance proceeds	70,283	-	-	70,283
Interest and other revenues	16,080	44,556	26	60,662
Total revenues	1,437,522	2,876,253	26	4,313,801
Expenditures				
Current:				
General government	211,135	-	13,459	224,594
Hurricane clean-up	76,866	-	-	76,866
Maintenance and operations	1,354,824	-	-	1,354,824
Debt service:				
Principal	-	1,320,000	-	1,320,000
Interest	-	1,568,592	-	1,568,592
Takal auganalikuwaa	1 (42 025	2 000 502	42.450	4 5 4 4 0 7 6

Year ended September 30,

Capital Region Community Development District Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

Year ended September 30,	2019
Net change in fund balances - governmental fund	\$ (231,075)
Governmental funds report principal payments on bonds when debt is paid, whereas these payments are eliminated in the Statement of Activities and recognized as a decrease in bonds payable in the Statement of Net Position.	1,320,000
Depreciation on capital assets is not recognized in the fund financial statements but is reported as an expense in the Statement of Activities.	(521,765)
Amortization of deferred charges on refunding and original issue discount and premium are not recognized in the governmental fund statements but is reported as an expense in the Statement of Activities.	(5,379)
The change in accrued interest between the current and prior year is recorded on the Statement of Activities but not on the fund financial statements.	22,281
Change in net position of governmental activities	\$ 584,062

NOTE 1: NATURE OF ORGANIZATION

The Capital Region Community Development District (the "District") was established on February 28, 2000 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. Chapter 190 provides that a Community Development District with a size of 1,000 acres or more may be established by rule adopted under Chapter 120 by the Florida Land and Water Adjudicatory Commission ("FLWAC"). The District was established by Rule 42CC-1, Florida Administrative Code, adopted by FLWAC. The District currently comprises approximately 3,287 acres. The development within the District (known as SouthWood) is planned to include 4,770 single family and multi-family units and approximately 349 acres of blended commercial use.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of certain infrastructure necessary for community development within the District. The District has the authority to borrow money and issue bonds, and to assess and levy assessments for the financing and delivery of capital infrastructure. In accordance with its Amended and Restated Improvement Plan dated August 8, 2008, the District estimated the total cost of infrastructure it may construct to be \$143 million. As of the date of the Amended and Restated Improvement Plan, the District estimated that the issuance of approximately \$163 million of tax exempt bonds would be sufficient to finance all such improvements.

The District is governed by a Board of Supervisors ("Board"), which is comprised of five members. The current Supervisors have been elected by qualified electors residing within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

- 1. Assessing and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2019, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments, including debt service assessments along with operation and maintenance assessments, are non-ad valorem special assessments imposed on all lands located within the District and benefited by the District's improvements, activities, or operation and maintenance. Assessments are certified for collection by the District prior to the start of the fiscal year which begins October 1st and ends on September 30th. Operation and maintenance special assessments are levied annually upon all benefited lands located in the District. Debt service special assessments are levied upon certain lots and lands as described in each resolution imposing the special assessment for each series of bonds issued by the District.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assessments and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

<u>General Fund</u> – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

<u>Debt Service Fund</u> – The Debt Service Fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

For the year ended September 30, 2019, the District does not report any proprietary funds.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

Cash, Deposits and Investments

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3).

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus Trust Funds as created by Section 218.405, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Capital Assets

Capital assets, which include primarily infrastructure assets (e.g., roads, sidewalks, water management systems and similar items), are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the District as assets with an initial/individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost and estimated historical cost if purchased or constructed. Donated assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the primary government are depreciated using the straight-line method over the estimated useful lives. Estimated useful lives for financial reporting purposes are as follows:

Asset	Years
Stormwater management	50
Recreational area	30
Other	30

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line or effective interest method. Bonds payable are reported net of these premiums or discounts. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current period expenses.

In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of the debt issued is reported as other financing sources.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District only has one item, a deferred charge on refunding, which qualifies for reporting in this category. A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

In addition to liabilities, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any of this type of item at September 30, 2019.

Fund Equity

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the assets restricted by the District's bond covenants.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

Prepaid Expenses/Expenditures

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid expenses and expenditures on the Statement of Net Position and Balance Sheet – Governmental Funds, respectively. These items will be expensed over the applicable usage period.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Budgets

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts. For the year ended September 30, 2019, actual expenditures exceeded budget appropriations due to unanticipated hurricane clean-up expenditures.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board, unless otherwise delegated by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.

NOTE 3: INVESTMENTS

The District's investments consist of money market funds in which shares are owned in the fund rather than the underlying investments. In accordance with GAAP, these amounts are reported at amortized cost. At the close of the fiscal year, the District held investments in the Local Government Surplus Funds Trust Fund ("Florida PRIME") external investment pool. The Florida PRIME is administered by the Florida State Board of Administration ("SBA"), who provides regulatory oversight. Florida PRIME currently meets all of the necessary criteria set forth in GASB 79 to measure its investments at amortized cost; therefore, the District's account balance in the SBA is also reported at amortized cost. There are no limitations or restrictions on withdrawals from Florida PRIME, although on the occurrence of an event that has a material impact on liquidity or operations of the fund, the fund's executive director may limit contributions or withdrawals from the trust fund for a period of 48 hours.

The following is a summary of the District's investments:

September 30,	2019	Credit Risk	Maturities
Short-term Money Market Funds State Board of Administration Florida PRIME	\$ 2,108,022 583,438	S&P AAAm S&P AAAm	24 days 37 days
	\$ 2,691,460		

NOTE 3: INVESTMENTS (Continued)

Custodial credit risk – For an investment, custodial credit risk is the risk that the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. At September 30, 2019, none of the District's investments are exposed to custodial credit risk because their existence is not evidenced by securities that exist in physical or book entry form.

Concentration risk – The District's investment policy requires diversification, but does not specify limits on types of investments.

Interest rate risk — The District does not have a formal policy for addressing interest rate risk; however, investments are made with discretion, to seek reasonable returns, preserve capital, and in general, avoid speculative investments. The District manages its exposure to declines in fair values from interest rate changes by reviewing the portfolio on an ongoing basis for changes in effective yield amounts.

NOTE 4: CAPITAL ASSETS

The following is a summary of changes in the capital assets for the year ended September 30, 2019:

			Redu	ıctions		
	Beginning		а	nd		
	Balance	Additions	Conve	eyances	En	ding Balance
Governmental Activities:						_
Capital assets being depreciated						
Stormwater management	\$ 16,282,320	\$ -	\$	-	\$	16,282,320
Recreational area	2,312,098	-		-		2,312,098
Other	3,571,481	-		-		3,571,481
Total capital assets, being depreciated	22,165,899	-		-		22,165,899
Less accumulated depreciation						
Stormwater management	(3,962,405)	(325,646)		-		(4,288,051)
Recreational area	(972,709)	(77,070)		-		(1,049,779)
Other	(1,247,659)	(119,049)		-		(1,366,708)
Total accumulated depreciation	(6,182,773)	(521,765)		-		(6,704,538)
Governmental activities capital assets, net	\$ 15,983,126	\$ (521,765)	\$	-	\$	15,461,361

Depreciation expense of \$521,765 was allocated to maintenance and operations on the accompanying Statement of Activities.

NOTE 5: BONDS PAYABLE

The District has issued the following long-term liabilities to finance, or re-finance prior bonds issued to finance, the acquisition and construction of certain improvements for the benefit of the District:

NOTE 5: BONDS PAYABLE (Continued)

\$8,045,000 of Capital Improvement Revenue Refunding Bonds, Series 2011 consisting of \$4,740,000 Series 2011A-1 Bonds and \$3,305,000 of Series 2011A-2 Bonds with interest rates from 2.10% to 5.50% and 6.20% to 6.50%, respectively. These bonds were used to repay in full the Series 2001A Bonds. In May 2018, the balance on the Series 2011A-2 Bonds was refunded in full as part of issuing the Series 2018A-2 Capital Improvement Revenue Refunding Bonds. The Series 2011A-1 bonds remain outstanding. Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2011A-1 bonds are made serially commencing on May 1, 2012 through May 1, 2031.

\$9,855,000 of Capital Improvement Revenue Refunding Bonds, Series 2013 consisting of \$4,930,000 Serial Series 2013 Bonds, \$2,565,000 Term Series 2013 Bonds, and \$2,360,000 Term Series 2013 Bonds with interest rates from 2.25% to 5.25%, 5.75%, and 6.00%, respectively. These bonds were used to repay in full the Series 2002A Bonds. Interest is paid semiannually on each May 1 and November 1. Principal payments on the Serial Series 2013 Bonds are made serially commencing on May 1, 2015 through May 1, 2025. Principal payments on the \$2,565,000 Term Series 2013 Bonds are made serially commencing May 1, 2026 through May 1, 2029. Principal payments on the \$2,360,000 Term Series 2013 Bonds are made serially commencing May 1, 2030 through May 1, 2032.

\$19,610,000 Capital Improvement Revenue Refunding Bonds, Series 2018, consisting of \$16,935,000 Series 2018A-1 Bonds with interest rates from 4.125% to 5.125% and \$2,675,000 Series 2018A-2 Bonds with interest rates from 3.875% to 4.600%. The Series 2018A-1 bonds were issued to refund and redeem in full all of the Series 2008A bonds. The Series 2018A-2 bonds were issued to refund and redeem in full all of the Series 2011A-2 bonds. Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2018A-1 Bonds are made serially commencing on May 1, 2039. Principal payments on the Series 2018A-2 Bonds are made serially commencing on May 1, 2019 through May 1, 2031.

The Bond Indentures require that the District maintain adequate funds in reserve accounts to meet the debt service reserve requirements as defined in the Indentures. The requirements have been met for the fiscal year ended September 30, 2019.

The Bond Indentures for all series have certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service. The District is in compliance with the requirements of the Bond Indentures for all series.

NOTE 5: BONDS PAYABLE (Continued)

Long-term liability activity for the year ended September 30, 2019, was as follows:

	Beginning Balance	Additions	F	Reductions	Ending Balance	Due Within One Year
Governmental Activ	vities					
Bonds Payable:						
Series 2011A-1	\$ 3,470,000	\$ -	\$	(215,000)	\$ 3,255,000	\$ 200,000
Series 2013	8,300,000	-		(420,000)	7,880,000	440,000
Series 2018A-1	16,935,000	-		(515,000)	16,420,000	510,000
Series 2018A-2	2,675,000	-		(170,000)	2,505,000	165,000
	\$ 31,380,000	\$ -	\$	(1,320,000)	\$ 30,060,000	\$1,315,000

The balance of the long-term bonds at September 30, 2019 is summarized as follows:

September 30,	2019
Bond principal balance Add original issue premium Less original issue discount	\$ 30,060,000 4,000 (20,957)
Net balance, bonds	\$ 30,043,043

At September 30, 2019, the scheduled debt service requirements on long-term debt were as follows:

Year Ending September 30,	Principal		al Interest		Service	
2020 \$	1,315,000	\$	1,515,227	\$	2,830,227	
2021	1,370,000		1,460,496		2,830,496	
2022	1,430,000		1,401,728		2,831,728	
2023	1,490,000		1,339,263		2,829,263	
2024	1,565,000		1,273,200		2,838,200	
2025 - 2029	9,130,000		5,103,356		14,233,356	
2030 - 2034	8,015,000		2,560,535		10,575,535	
2035 - 2039	5,745,000		913,275		6,658,275	
\$	30,060,000	\$	15,567,080	\$	45,627,080	

NOTE 6: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District. Settled claims have not exceeded this commercial coverage in the previous three years.

NOTE 7: MANAGEMENT COMPANY

The District has contracted with a management company, Governmental Management Services, to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

The District also has contracted with Governmental Management Services to serve as the "Property Manager" for the common area maintenance management of the District. The Property Manager oversees certain services including: landscaping, irrigation and general grounds maintenance operations.

NOTE 8: RELATED PARTY TRANSACTIONS

A significant portion of the District's activity is dependent upon the continued involvement of the Developer, St. Joe Company, the loss of which could have a material adverse effect on the District's operations.

For fiscal year ended September 30, 2019, the District directly assessed the Developer \$316,455 for operations and maintenance and \$1,115,614 for debt service costs on property owned by the Developer within the District's boundaries. In addition, the Developer was assessed \$100,967 for operations and maintenance and \$156,181 for debt service costs through the local tax collector. At September 30, 2019, the developer owed the District \$223,123 for outstanding debt service assessments which is recorded as Due from developer on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds. Subsequent to year-end, the developer paid the outstanding debt service assessments.

NOTE 9: INTERFUND ACTIVITY

During the year ended September 30, 2019, the District transferred \$15,000 from the General Fund to the Non-Major Fund per budget for capital projects and recreation facility expenses. The District also transferred \$9,494 from the Non-Major Fund to the Debt Service Fund to close out the Non-Major Fund investment accounts.

NOTE 10: NATURAL DISASTER

The District sustained hurricane damage as a result of Hurricane Michael, which struck the Tallahassee area in October 2018. The District filed insurance claims as a result of the damage. During the year ended September 30, 2019, the District incurred storm-clean up expenses totaling \$76,866 and received insurance proceeds totaling \$70,283. The claim for Hurricane Michael has been settled.

Required Supplemental Information (Other Than MD&A)

Capital Region Community Development District Budget to Actual Comparison Schedule – General Fund

Year ended September 30,	2019				
				Variance	
	Origional/Final Actual			with Final	
		Budget	Amounts	Budget	
Revenues					
Assessments	\$	1,567,255	\$ 1,351,159	\$ (216,096)	
Insurance proceeds		-	70,283	70,283	
Interest and other revenues		1,500	16,080	14,580	
Total revenues		1,568,755	1,437,522	(131,233)	
Expenditures					
•		200 100	211 125	(1.045)	
General government		209,190	211,135	(1,945)	
Hurricane clean-up		-	76,866	(76,866)	
Maintenance and operations		1,393,663	1,354,824	38,839	
Total expenditures		1,602,853	1,642,825	(39,972)	
Excess (deficit) of revenues over expenditures		(34,098)	(205,303)	(171,205)	
Other Financing Sources (Uses)					
Transfers out		-	(15,000)	(15,000)	
Total other financing sources (uses)		-	(15,000)	(15,000)	
Net change in fund balances		(34,098)	(220,303)	(186,205)	
Fund balances, beginning of year		34,098	797,799	763,701	
Fund balances, end of year	\$	-	\$ 577,496	\$ 577,496	



Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Capital Region Community Development District Leon County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Capital Region Community Development District (hereinafter referred to as the "District"), as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated January XX, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida January XX, 2020



MANAGEMENT LETTER

Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

To the Board of Supervisors Capital Region Community Development District Leon County, Florida

Report on the Financial Statements

We have audited the financial statements of the Capital Region Community Development District ("District") as of and for the fiscal year ended September 30, 2019, and have issued our report thereon dated January XX, 2020.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reports and Schedule

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in this report, which is dated January XX, 2020, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the proceeding annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Can, Rigge & Ingram, L.L.C.

Miramar Beach, Florida January XX, 2020



Carr, Riggs & Ingram, LLC Certified Public Accountants 500 Grand Boulevard Suite 210 Miramar Beach, Florida 32550

(850) 837-3141 (850) 654-4619 (fax) CRIcpa.com

INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Supervisors Capital Region Community Development District Leon County, Florida

We have examined Capital Region Community Development District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2019. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and performed the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2019.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

CARR, RIGGS & INGRAM, LLC

Cau, Rigge & Ingram, L.L.C.

Miramar Beach, Florida January XX, 2020



RESOLUTION 2020-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Region Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Tallahassee, Leon County, Florida; and

WHEREAS, consistent with Section 218.33, *Florida Statutes*, the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes*; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

WHEREAS, to demonstrate compliance with Section 218.33, *Florida Statutes*, the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2020.

ATTEST:	CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chairman, Board of Supervisors		

EXHIBIT "A"

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT INTERNAL CONTROLS POLICY

1. Purpose.

- 1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Capital Region Community Development District.
- 1.2. Consistent with Section 218.33(3), *Florida Statutes*, the internal controls adopted herein are designed to:
 - 1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).
 - 1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.
 - 1.2.3. Support economical and efficient operations.
 - 1.2.4. Ensure reliability of financial records and reports.
 - 1.2.5. Safeguard Assets (as hereinafter defined).

2. Definitions.

- 2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.
- 2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.
- 2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.
- 2.4. "Board" means the Board of Supervisors for the District.
- 2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

- 2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.
- 2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.
- 2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.
- 2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

3. Control Environment.

- 3.1. Ethical and Honest Behavior.
 - 3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.
 - 3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.
 - 3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

4. Risk Assessment.

- 4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:
 - 4.1.1. Identifying potential hazards.
 - 4.1.2. Evaluating the likelihood and extent of harm.
 - 4.1.3. Identifying cost-justified precautions and implementing those precautions.

5. Control Activities.

- 5.1. <u>Minimum Internal Controls.</u> The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:
 - 5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:
 - 5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.
 - 5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
 - 5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.
 - 5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).
 - 5.1.1.5. Maintaining a schedule of the District's material fixed Assets.
 - 5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).
 - 5.1.1.7. Retaining and restricting access to sensitive documents.
 - 5.1.1.8. Performing regular electronic data backups.
 - 5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:
 - 5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.
 - 5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.
 - 5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

- 5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.
- 5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.
- 5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.
- 5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

6. Information and Communication.

- 6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.
- 6.2. <u>Training.</u> District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

7. Monitoring Activities.

- 7.1. <u>Internal Reviews.</u> District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:
 - 7.1.1.1. Review its operational processes.
 - 7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.
 - 7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.
 - 7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

- 7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.
- 7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.
- 7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

Specific Authority: §§ 190.011(5), 218.33(3), *Florida Statutes*

Effective date: ______, 2020



Bond # 103909137

INFRASTUCTURE BOND

BY THIS BOND, we, The St. Joe Company, a Florida corporation, c/o St. Joe/Arvida Company L.P., 7900 Glades Road, Suite 200, Boca Raton, Florida 33434, as Principal, and Travelers Casualty & Surety Company of America, a corporation duly authorized under the laws of the State of Florida to act as surety on bonds, as Surety, are held and firmly bound unto the CITY OF TALLAHASSEE, a Florida municipal corporation, 300 South Adams Street, Tallahassee, Florida 32301, hereinafter called the City, and THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT, 123 South Calhoun Street, Tallahassee, Florida 32301, hereinafter called the CDD, as additional obligee, in the penalty sum One Hundred Fifty Nine Thousand One Hundred Eight Dollars and Seven Cents (\$159,108.07), for payment of which we firmly bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally. (The City and the CDD shall be collectively referred to as the Obligee.)

THE CONDITION OF THIS BOND is that if the Principal:

- 1. Shall strictly and in all respects faithfully and fully keep, do, and perform each and every, all and singular, act necessary to complete and install all improvements and facilities/infrastructure described in Attachment 1 to this bond (which is by reference incorporated herein), in accordance with construction plans approved by the City Engineer and within two (2) years following approval of said construction plans; and
- 2. Upon receipt of a notice from the Obligee that the required infrastructure as shown in Attachment 1 has not been installed or completed to the Obligee's satisfaction, will take whatever steps are necessary to complete the required infrastructure within the time specified by the Obligee; or, at the Obligee's option, will pay to the Obligee upon demand such amount, up to the full amount of this bond, necessary for completion of the required infrastructure; and,

3. Pays to the Obligee all losses, damages, expenses, costs, and attorney's fees, including without limitation appellate proceedings, that the Obligee sustains or incurs by reason of any failure by the Principal to fully complete the construction of all required infrastructure necessary to the Obligee specifications and approval; then this bond is void; otherwise it remains in full force and effect.

Any changes to the required infrastructure shown in Attachment 1 shall be made only by written agreement between the Principal, or its agent, and the Obligee.

Any forbearance by or on the part of either the Obligee or the Principal; or any compliance or noncompliance with any formalities connected with changes to the required infrastructure shall in no way release or affect, in any way, the obligations of the Principal under this bond. Notice to the Principal of any such forbearance is hereby specifically waived.

In no event shall the Surety be liable in the aggregate to both Obligees for more than the penalty sum of this Infrastructure Bond, nor shall it be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either Obligee may be made by its check issued jointly or to both. والمنطقة والمعاولة والمنافظة والمناف

DATED on this 25th day of November, 2002.

THE ST. JOE COMPANY, a Florida Corporation

St. Joe/Arvida Company, L.P., By: A Delaware limited partnership,

As its authorized agent

By: St. Joe/Arvida Company, L.P.,

> A Florida corporation, As its general partner

Travelers Casualty and Surety Company of America

Principal

By:

Timothy D. Edmond

Vice President

By:

Surety

Anita Pierce , Attorney-in-Fact

(Print or type name)

By:		Countersigned by Florida Registered Agent
•	, Corporate	By:
	(Print or type name)	Registration No.

NOTE: POWER OF ATTORNEY MUST BE ATTACHED. IF ATTORNEY IS NOT A REGISTERED FLORIDA AGENT, BOND MUST BE COUNTERSIGNED BY A FLORIDA REGISTERED AGENT AND MUST SHOW REGISTRATION NUMBER.

	etter of Cr	edit 🛭 Surety Bond 🔲 Note: Pr	Cash Bond refer to use Bonds for all JO	Cashier's Che	eck or Company Che
1.	Legal N	ame of Principal/Applican Ioo Co.; St. Ioc Residential Acq.: Arvi	ut Ida/IMB Parmers, L.P.)	The St. Jo	oe Company
2.	Project,	Phase, etc.		SouthWo	od Unit 7 - TC 2 West
3.	City/Cor	mty (Beneficiary) requirin	ig Bond/LC	performar	nce
4.	Date Rec	quired		Novembe	r 27, 2002
5.	Amount			\$159,108.	07
6.	Purpose	(i.e. sidewalks, roadway)		roadway, striping	sidewalk, landscape,
7.	Туре	(i.e. performance, warranty, licer	nse, wasfic signal)	performance	
Expected Duration: Required Term (in number of months) Expiration Date If automatic renewal, anticipated completion date		12 months December 1, 2003 n/a			
9.	a. Bo b, De c. Co	e following: and form or letter of credit ctailed description of projection of projection of projection of projection of the second of limit on ear list of Subs involved If Subs are required to pospy of agreement counts Payable Voucher form	ect (i.e. Engineer's co surance requires the ch bond st a bond to St. Joe C	following:	x x n/a n/a
pprov	als (same s oject Mana	ignatures as required for o	check request);		

TO:

Vivian Garcia

Total: \$144,643.70

Print Date:11/19/02 11:17 AM

Bond Amount Required (110%): \$159,108.07

Michael Scibelli, 95

PBS&J

11/20/02

MICHAEL A. SCIBELLI P.E. NO. 40238

G:\ABRAHAM\Southwood\Bonding\Unit 7\[Unit 7 2nd Surety.xls]Cover Sheet Unit 7

ATTACTT PIENT				
Roadway				
3/4" S-111 Asphalt	18,814	SY	\$2.40	\$45,153.60
Concrete				
Sidewalk	18,091	SF	\$2.10	\$37,991.10
Landscaping				
Flowering Dogwood, 25 gal	15	EA	\$330.00	\$4,950.00
East Palatka Holly, 100 gal	5	EA	\$315.00	\$1,575.00
Live Oak, 45 gal	31	EA	\$350.00	\$10,850.00
Allee Elm, 65 gal	33	EA	\$450.00	\$14,850.00
Centipede Grass	54,900	SF	\$0.26	\$14,274.00
Miscellaneous				
Permanent Striping	1	LS	\$15,000.00	\$15,000.00

Total Unit 7

\$144,643.70

IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. 75000002800 Date of Issuance: January 17, 2020 Expiration Date: January 17, 2022

Capital City Bank Post Office Box 900 Tallahassee, FL 32302-0900

To: City of Tallahassee

300 South Adams Street, Box A-18

City Hall

Tallahassee, FL 32301

Capital Region Community Development District 123 South Calhoun Street Tallahassee, FL 32301

You, City of Tallahassee and Capital Region Community Development District, jointly as Beneficiary, are hereby authorized to draw on us, the Issuing Bank, for the account of Jackson Bluff Property, LLC, a Florida limited liability company, the aggregate amount of Twenty Eight Thousand Dollars (\$28,000.00) available by draft(s) at sight and accompanied by the following documents:

A notarized statement or affidavit issued by any authorized representative of Beneficiary stating that the drawing is due based on the default in performance of laying the final level of asphalt on Merchants Row in the Southwood Community from Ivy Green Trail to Colleton Court, or based on the default in performance of installation of sidewalks along the east right of way of lvy Green Trail adjacent to Lot 14 Block H and Lot 14 Block I and along the west right of way of Colleton Court adjacent to Lot 1 Block H and Lot 1 Block I of Southwood Unit 7, Phase 2 & 3, as recorded in Plat Book 15, Page 2-5, of the Leon County Official Records.

Drafts must specify the amount to be drawn, which may be any amount up to and including the aggregate amount specified above. All drafts drawn under this Irrevocable Letter of Credit shall bear the clause: "Drawn under Irrevocable Letter of Credit No. 75000002800, dated January 17, 2020.

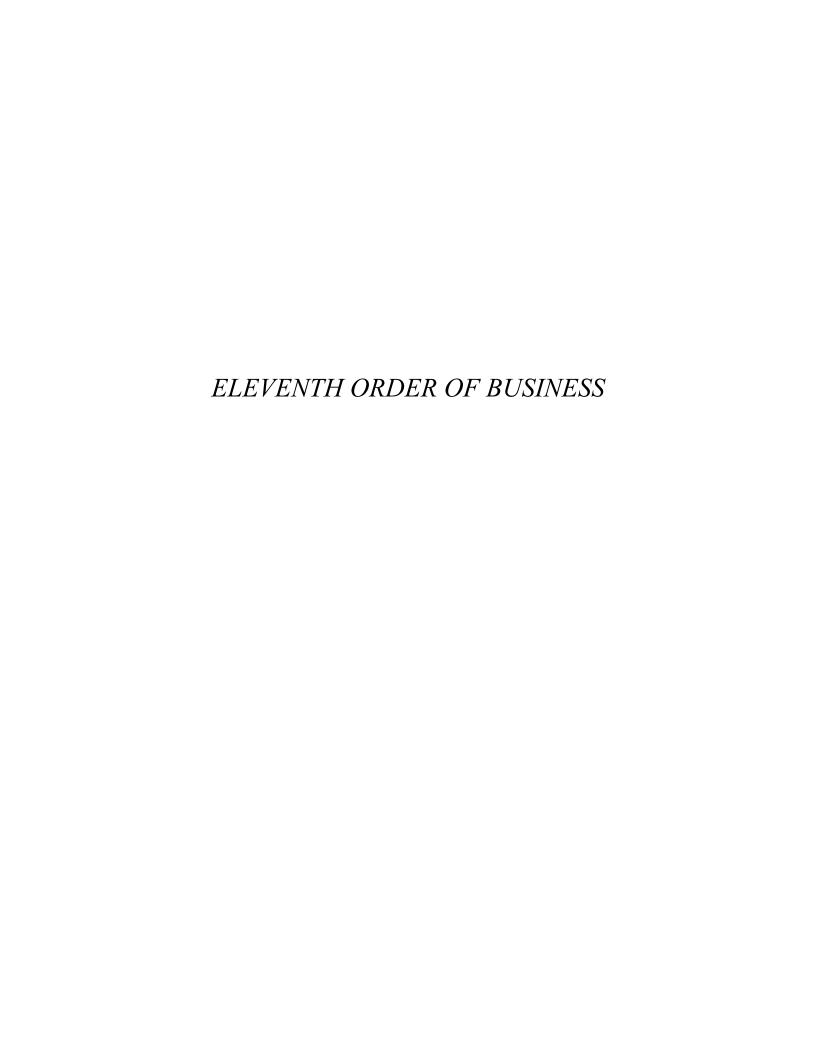
We, the Issuing Bank, further agree that this Irrevocable Letter of Credit shall be valid for two (2) years, and automatically renewed by us for a one year period from the expiration date hereof unless at least 30 days before the current or renewal expiration date, whichever is applicable, we notify you, the Beneficiary, that we elect not to renew this credit for an additional one year period. Upon receipt of this notice, you, the Beneficiary, shall have until the expiration date to draw on this Letter of Credit up to the amount needed to complete the above-noted work.

We, the Issuing Bank, hereby agree with the drawers, endorsers, and bona fide holders of drafts drawn under and in compliance with the terms of this credit that the same shall be duly honored on presentation and delivery of documents if negotiated on or before the expiration date of this letter or any renewal thereof as provided above.

Except as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credit" (2007 Revision), International Chamber of Commerce Publication No. 600.

CAPITAL CITY BANK

Helen D. Proctor, Senior Vice President



DATE/TIME	EVENT
[February 20], 2020	RFP Notice is issued.
[February 20], 2020	RFP package available for download ("Proposal Pick-Up
	Time")
	Site inspections available.
, 2020]	Please contact Robert Berlin (<u>rberlin@gmsnf.com</u>) to schedule a time to visit the site.
[February 27], 2020 at 9:00 a.m.	Mandatory pre-proposal meeting.
[March 5], 2020 at 5:00 p.m.	Deadline for questions.
[March 23], 2020 at 12:00 p.m.	Proposals submittal deadline.
April 9, 2020 at 6:30 p.m.	Board Meeting to evaluate proposals received

PROJECT MANUAL

FOR

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT Tallahassee, Florida

Date of Issue: February 20, 2020 at 12:00 p.m. Due Date: March 23, 2020 at 12:00 p.m.

PROJECT MANUAL TABLE OF CONTENTS

PUBLIC NOTICE	1
INSTRUCTIONS TO PROPOSERS	3
EVALUATION CRITERIA	11
AFFIDAVIT REGARDING PROPOSAL	13
PROPOSAL FORMS	
Proposal Summary Sheet	16
General Information	17
Personnel and Equipment	19
Experience	26
Pricing	33
Signature Page	35
SWORN STATEMENT REGARDING PUBLIC ENTITY CRIMES	36
SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES	39
FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT	41
Exhibit A – Scope of Services Exhibit B – Proposal Pricing (will include Proposal Form Part IV) Exhibit C – Other Forms Form of Daily Work Journal Form of Pest Management Report Form of Irrigation Repair Request Form of Work Authorization Exhibit D – Maintenance Map Exhibit	

PUBLIC NOTICE

LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES REQUEST FOR PROPOSALS AND NOTICE OF MEETING TO OPEN PROPOSALS

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

Leon County, Florida

Notice is hereby given that the Capital Region Community Development District ("District") will accept proposals from qualified firms ("Proposers") interested in providing landscape and irrigation maintenance services, all as more specifically set forth in the Project Manual.

The Project Manual, including among other materials, contract documents, project scope and any technical specifications, will be available for public inspection and may be obtained from the District's Operations Manager at 3196 Merchants Row, Suite 130, Tallahassee, Florida 32311, or available on the District's website at www.mysouthwoodcdd.com beginning at 12:00 p.m. (EST) on [Thursday, February 20], 2020. ("Proposal Pick-Up Time")

A mandatory pre-proposal meeting will be held on [Thursday, February 27], 2020, at 9:00 a.m. (EST) at 3196 Merchants Row Blvd, Suite 130, Tallahassee, Florida 32311. In order to submit a proposal, each Proposer must (1) be authorized to do business in Florida, (2) hold all required State and federal licenses in good standing; (3) have at least five (5) years of experience with landscape and irrigation maintenance projects; and (4) attend the mandatory pre-proposal meeting. All Proposers should obtain a copy of the Project Manual prior to the pre-proposal meeting. Copies of the Project Manual will not be available at that meeting. The District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the proposal opening, and to provide notice of such changes only to those Proposers who have attended the pre-proposal meeting and registered.

Firms desiring to provide services for this project must submit one (1) electronic copy and eight (8) hard-copy proposals no later than [Monday, March 23], 2020, at 12:00 p.m. (EST), at Hopping Green & Sams, 118 South Monroe St., Suite 300, Tallahassee, Florida 32301, Attention: Sarah Sandy. As further described in the Project Manual, each Proposer must supply with its proposal a proposal bond or cashier's check in the amount of in a sum not less than five (5) percent of the amount proposed. Proposals shall be submitted in a sealed package, shall bear the name of the Proposer on the outside of the package and shall clearly identify the project. Those received after the time and date stipulated above may be returned un-opened to the Proposer. Any proposal not completed as specified or missing the required proposal documents may be disqualified in the District's discretion. Firms or individuals submit their proposals on a voluntary basis and therefore are not entitled to compensation of any kind. The District shall not be obligated or be liable for any costs incurred by proposers prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the proposer.

Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents. Additional information and requirements regarding protests are set forth in the Project Manual and the District's Rules of Procedure, which are available from the District Manager. Any proposer who files a Notice of Protest protesting

the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the Proposer afforded no relief.

Rankings will be made based on the Evaluation Criteria contained within the Project Manual. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly reserves the right to make such award to a proposal other than the lowest price proposal. The District has the right to reject any and all proposals and waive any technical errors, informalities or irregularities if it determines in its discretion it is in the best interest of the District to do so. Any and all questions relative to this project shall be directed in writing by e-mail only to Robert Berlin at rberliln@gmsnf.com.

Notice of Public Meeting for Bid Opening

A special meeting of the Capital Region Community Development District will be held on [Monday, March 23], 2020, at 12:00 p.m. (EST), at Hopping Green & Sams, 118 South Monroe St., Suite 300, Tallahassee, Florida 32301. No official action of the District's Board will be taken at this meeting, it is held for the limited purpose of opening and announcing the bids. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the agenda for this meeting may be obtained from the District Manager, Jim Oliver, at joliver@gmsnf.com. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 571-0010 at least 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 Office.

Any and all questions relative to this request for proposals shall be directed in writing by e-mail only to Robert Berlin at rberliln@gmsnf.com. Questions must be submitted on or before 5:00 p.m. on [Wednesday, March 5], 2020.

Capital Region Community Development District District Manager

INSTRUCTIONS TO PROPOSERS

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

Landscape & Irrigation Maintenance Services

Leon County, Florida

Instructions to Proposers

- 1. **DUE DATE.** Sealed proposals ("**Proposals**") must be received from interested parties ("**Proposer(s)**") no later than Monday, [March 23], 2020, at 12:00 p.m. (EST), at Hopping Green & Sams, 118 South Monroe St., Suite 300, Tallahassee, Florida 32301, Attention: Sarah Sandy. Proposals must be accompanied by a Proposal Guarantee as described in Section 5 herein. Proposals received after the time and date stipulated above will not be considered. See Section 12, Submission of Proposal, for additional details.
- 2. SUMMARY OF SCHEDULE. The District anticipates the following RFP schedule, though certain dates may be subject to change:

DATE/TIME	EVENT
[February 20], 2020	RFP Notice is issued.
[February 20], 2020	RFP package available for pick-up or download
	("Proposal Pick-Up Time")
, 2020 to	Site inspections available.
	Please contact Robert Berlin (rberlin@gmsnf.com) to schedule a time to visit the site.
[February 27], 2020 at 9:00 a.m.	Mandatory pre-proposal meeting.
[March 5], 2020 at 5:00 p.m.	Deadline for questions.
[March 23], 2020 at 12:00 p.m.	Proposals submittal deadline.

- **3. MANDATORY PRE-PROPOSAL MEETING.** There will be a mandatory pre-proposal meeting beginning at 9:00 a.m. on [February 27, 2020], and located at 3196 Merchants Row Blvd, Suite 130, Tallahassee, Florida 32311. Proposers who do not attend the pre-proposal meeting may be disqualified, in the District's sole discretion.
- 4. SIGNATURE ON PROPOSAL; CORRECTIONS. Each Proposer must correctly execute all forms, affidavits, and acknowledgments for which signature and notary blocks are provided. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his/her authority to do so. All proposals must be completed in pen and ink or type written. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the proposal.

- 5. PROPOSAL GUARANTEE. Each Proposer shall submit a proposal guarantee in the form of a proposal bond or cashier's check in the amount of five percent (5%) of the of the amount proposed with its Proposal ("Proposal Guarantee"). The Proposal Guarantee shall be held until the time of award of contract but not to exceed 90 days from the submittal deadline at which time the Proposal Guarantee shall be returned to each unsuccessful Proposer. If the successful Proposer does not enter into the Contract within the time frames set forth herein, the Proposer shall forfeit its Proposal Guarantee to the District.
- FAMILIARITY WITH THE PROJECT. The Proposer, by and through the submission of the Proposal, agrees that he shall be held responsible for having heretofore examined the project site, the location of all proposed work and for having satisfied himself from his own personal knowledge and experience or professional advice as to the character, conditions, and location of the site, the nature of the turf, shrubs, trees, palms, vegetation, weeds, sprinklers and irrigation systems, roads, sidewalks and paved paths, ground, surface and subsurface, and any other conditions surrounding and affecting the work, any obstruction, the nature of any existing construction, and all other physical characteristics of the job, in order that the Proposer may include in the prices which the Proposer proposes all costs pertaining to the work and thereby provide for the satisfactory landscape and irrigation maintenance thereof. The Proposer agrees to accept the site in an "as is" condition, and hold its prices for the period set forth in this proposal package, regardless of any changes to the site that may occur from the time of Proposal submission and through the time of contract award and the start of any work under the contract. The Proposer, in preparing the Proposal, shall take into consideration that work by other contractors may be in progress at or near the site and that the Proposer shall not interfere with work done by such other contractors.
- 7. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work as well as the District's operating rules and procedures. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- **8. PROJECT MANUAL.** The "Project Manual" and any addenda thereto, will be available from District's Operations Manager at 3196 Merchants Row, Suite 130, Tallahassee, Florida 32311, or available on the District's website at www.mysouthwoodcdd.com beginning February 20, 2020 at 12:00 p.m. Proposers shall obtain or download a Project Manual prior to the mandatory pre-proposal meeting.
- 9. QUALIFICATIONS OF PROPOSER. The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience to do the work specified herein at the sole and absolute discretion of the District. The Proposer shall submit with its Proposal satisfactory evidence of experience in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to provide the required work to the satisfaction of the District.
- 10. SUBMISSION OF ONLY ONE PROPOSAL. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the

Proposers, if the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

- 11. INTERPRETATIONS AND ADDENDA. All questions about the meaning or intent of the Project Manual are to be directed in writing, via e-mail only, to Robert Berlin, at rberlin@gmsnl.com. Additionally, the District reserves the right in its sole discretion to make changes to the Project Manual up until the time of the Proposal opening. Interpretations or clarifications considered necessary in response to questions or in otherwise in order to clarify the requirements of the Project Manual will be issued by Addenda to all parties. Questions received after March 5 at 5:00 p.m. will not be answered. Answers to all questions will be provided to all Proposers by e-mail and posted on the District's website at www.mysouthwoodcdd.com. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. No inquiries will be accepted from subcontractors; the Proposer shall be responsible for all queries.
- 12. SUBMISSION OF PROPOSAL. Submit eight (8) hard copies and one (1) digital PDF copy (flash drive or disc required), along with other requested attachments, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation "RESPONSE TO REQUEST FOR PROPOSALS (Capital Region Community Development District Landscape & Irrigation Maintenance) ENCLOSED" on the face of it. All costs to prepare and submit a response shall be borne by the Proposer. All proposals will be publicly opened [Monday, March 23], 2020, at 12:00 p.m. (EST), at Hopping Green & Sams, 118 South Monroe St., Suite 300, Tallahassee, Florida 32301.
- 13. MODIFICATION AND WITHDRAWAL. Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time and date the proposals are due. No Proposal may be withdrawn after opening for a period of ninety (90) days.
- 14. PROPOSAL FORMS. All blanks on the Proposal forms must be completed in ink or typewritten. The Proposal shall contain an acknowledgment of receipt of all Addenda. In making its Proposal, each Proposer represents that it has read and understands the Project Manual and that the Proposal is made in accordance therewith, including verification of the contents of the Project Manual against the Table of Contents. Proposer shall provide in their Proposal a complete breakdown of both unit quantities and unit costs for each separate item associated with landscaping & irrigation maintenance plan and technical specifications. The quantities and unit costs for landscaping materials shall be provided by the Proposer in accordance with the Project Manual. Failure to supply any requested information and submit fully completed forms may result in disqualification. The district reserves the right to request additional information if clarification is necessary.
- **15. PROPOSAL INFORMATION.** All Proposals should include the following information, among other things described herein:

- A. A completed and executed Proposal Form, with all of its parts and any attachments, as well as executed copies of the Affidavit Regarding Proposal, the Sworn Statement Regarding Public Entity Crimes, and the Sworn Statement Regarding Scrutinized Companies.
- B. A listing of the position / title and corporate responsibilities of key management or supervisory personnel (forms attached). Include resumes for each person listed, and list years of experience in present position for each party listed and years of related experience.
- C. Describe proposed staffing levels, including information on current operations, administrative, maintenance and management staffing of both a professional and technical nature, including resumes for staff at or above the project manager level.
- D. Information related to other projects of similar size and scope for which Proposer has provided, or is currently providing, landscape and irrigation maintenance services over the past three years (forms attached), including the scope of services provided, the name of the project owner, and a contact name and phone number.
- E. A list of the total annual dollar value of work completed for the last three (3) years.
- F. A list of all other contracts related to the provision of services by the Proposer in which the company is presently engaged.
- G. At least three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person. The references may, but are not required to, overlap with the projects or current contracts as listed under items E. and F.
- H. A narrative description of the Proposer's approach to providing the services as described in the scope of services provided herein (limited to five (5) pages).
- I. Completed proposal pricing sheet. All responses must itemize the cost for each of the items described in the Project Manual and break out all costs, such as the number of mowings by month, dollar value by event, etc. Unit costs for mulch and annuals, including installation, should be provided but not included in the contract amount as these services shall be rendered at the discretion of the District's Board of Supervisors. If additional services are added during the term of the contract, compensation for such services shall be based on the unit prices provided.
- J. A current Certificate of Insurance and proof of financial capability, as specified herein.
- 16. INSURANCE. All Proposers shall include as part of their proposal a current Certificate of Insurance demonstrating the company's ability to meet the insurance coverage

requirements set forth in the attached contract form provided herein. In the event the Proposer is notified of award, it shall provide proof of the insurance coverage identifying the District, its officers, employees and agents as additional insureds, as stated in the contract form provided herein, within fifteen (15) calendar days after notification, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

- 17. FINANCIALS. In evaluating and scoring the proposals, the District will consider the financial capability of each Proposer, and as such each Proposer should submit relevant information regarding financial capability. In the event the Proposer is notified of award, the District may in its sole discretion require that the Proposer provide sufficient proof of financial capability, including, if requested, audited financial statements from the last three years.
- 18. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, in its sole and absolute discretion, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- CONTRACT AWARD; CHANGES. Within fifteen (15) days of receipt of the Notice of Award from the District or as otherwise extended by the District, the Proposer shall enter into and execute a contract in substantially the form included in the Project Manual. If a Proposer to whom a contract is awarded forfeits and fails to execute a contract agreement within the aforementioned timeframe, the contract award may be annulled at the District's option. If the award is annulled, the District may, at its sole discretion, award the contract to the next highest ranked Proposer for the contract work, re-advertise, perform the work by day/temporary labor, or through in-house operations. The successful Proposer ("Contractor") is expected to commence work on or about [October 1, 2020], or on such other date as may be specified by the district in a written Notice to Proceed. The contract shall be for a specified term and, upon expiration or termination, Contractor, if requested by the District, agrees to perform the services on a month-tomonth basis until either party has provided the other party written notice of its election to renew or terminate the contract. Any work performed prior to issuance of a Notice to Proceed shall be at the Proposer's or Contractor's risk unless specifically agreed in writing. This RFP does not guarantee that a contract will be awarded. The District reserves the exclusive right to reject any and all Proposals and to award by items, groups of items, or total proposal.

The District reserves the right to order changes in its scope of work and resulting contract. The successful proposer has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. Price adjustments will be based on the prices proposed by the Contractor in response to this solicitation. Any contract resulting from this solicitation may be modified upon written and mutual consent of both parties.

20. MANDATORY AND PERMISSIVE REQUIREMENTS. Notwithstanding anything else within the Project Manual, the only mandatory requirements of this Project Manual are that each Proposer must (1) be authorized to do business in Florida, (2) hold all required state and federal licenses in good standing; (3) have at least five (5) years of experience as a landscape and irrigation maintenance contractor; and (4) attend the mandatory pre-proposal meeting. All other

requirements set forth in the Project Manual shall be deemed "permissive," in that a Proposer's failure to meet any requirement described in mandatory terms such as "shall," "will," "mandatory," or similar language does not automatically disqualify the Proposer's Proposal, but instead in the Board's discretion may result in the disqualification of a Proposal or alternatively may be taken into account in the evaluation and scoring of the Proposal.

- 21. INDEMNIFICATION. The successful Proposer shall fully indemnify, defend and hold harmless the District and its officers, agents, and employees from and against all claims, damages, costs and losses arising, in whole or in part, from its negligence or breach of contract, as more fully set forth in the contract form, provided herein.
- **22. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.
- EVALUATION OF PROPOSALS. The proposals shall be ranked based on the criteria 23. presented in the Evaluation Criteria sheets contained within the Project Manual. Price will be one factor used in determining the proposal that is in the District's best interest, but the District explicitly reserves the right to make such award to other than the lowest priced proposal. The Board shall review and evaluate the Proposals in their individual discretion and make any final determination with respect to the award of a final contract that is in the best interests of the District. Proposals may be held by the District for a period not to exceed 90 days from the date of proposal opening for the purposes of reviewing the proposals and investigating the qualifications of the Proposers, prior to executing a contract agreement. During this time, all provisions of the submitted proposal must be in effect, including pricing. The District may visit the Proposer's facilities as part of the evaluation process. The District also reserves the right to seek clarification from prospective firms on any issue in a response, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.
- **24.** COLLUSION. Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.
- 25. BLACK OUT PERIOD/CONE OF SILENCE. The black out period is defined as between the time the Request for Proposals is issued by the District and the time the Board awards the contract. During this black out period, and except as otherwise expressly authorized herein, any attempt to communicate either directly or indirectly with District staff or officials related to this solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, will result in disqualification of their award and/or contract. This does not apply to pre-solicitation conferences, contract negotiations, or communications with staff not concerning this solicitation.

- **26. PRICING.** Proposers shall submit their price information on the supplied forms with all blank spaces completed. Proposers shall also sign the required form. Each line item shall be clearly stated and cover all charges including incidental expenses, applicable taxes, insurance, overhead and profit. Proposers will not be allowed to make any substitutions in materials, quantities or frequencies during the proposal process. Proposers shall guarantee that their pricing to the District shall not increase throughout the term of the contract agreement executed.
- **27. REFERENCE TERMS.** Any headings in this document are for the purposes of reference only and shall not limit or otherwise affect the meaning thereof. Any reference to gender shall be construed to include all genders, firms, partnerships and corporations. References in the singular shall be construed to include the plural and references in the plural shall be construed to include the singular.
- **28.** ADDITIONAL TERMS AND CONDITIONS. No additional terms and conditions included with the proposal response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.
- 29. **PROTESTS.** Any protest regarding the Project Manual, including but not limited to protests relating to the proposal notice, the proposal instructions, the proposal forms, the contract form, the scope of work, the map, the specifications, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual, must be filed in writing, within seventy-two (72) hours after the Proposal Pick-Up Time, and any protest relating to a decision regarding a contract award or rejection of proposal(s) must be filed within seventy-two (72) hours (excluding Saturdays, Sundays, and official holidays of the State of Florida) after issuance of a notice of such a decision. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications, contract documents, or decision. Additional information and requirements regarding protests are set forth in the District's Rules of Procedure, which are available from the District Manager. All protests must be filed to: District Manager, Jim Oliver, at [
- **30. PROTEST BOND.** Any proposer who files a Notice of Protest protesting the Project Manual, a proposal rejection, or a proposal award shall post with the District at the time of filing, a protest bond payable to the District. The protest bond for protesting the Project Manual shall be in the amount of ten thousand dollars (\$10,000.00). Notwithstanding the District's operating rules, the protest bond for protesting a proposal rejection or proposal award shall be in an amount equal to ten percent (10%) of the value of the solicitation, but in no case less than ten thousand dollars (\$10,000.00). Bonds shall be by a U.S. postal service money order, certified, cashier's check or such other form of surety as the District's Staff may approve. All bonds shall be made payable to

the District. Failure to post such bond within the requested time period shall result in the protest being dismissed by the District, with the proposer afforded no relief.

If the person or firm protesting the award prevails, the bond shall be returned to the protestor; however, if, after completion of a formal protest hearing in which the District prevails, the bond shall be applied to payment of the costs and attorney fees incurred by the District relative to the protest. The entire amount of the bond shall be forfeited if the District determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the District or other parties. No proposer shall be entitled to recover any costs of proposal preparation from the District, regardless of the outcome of any protest.



EVALUATION CRITERIA

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

EVALUATION CRITERIA

Factor	Description	Maximum Points
1.	Understanding of Scope of Work Does the proposal demonstrate an understanding of the District's needs for the services requested? Does it demonstrate clearly the ability to perform these services? Were any suggestions for "best practices" performance included?	20
2.	Experience (E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance in any other contracts; character, integrity, reputation, references of respondent, etc.)	20
3.	Personnel & Equipment This category addresses the following criteria: skill set and experience of key management and assigned personnel, including the project manager and other specifically trained individuals who will manage the property; present ability to manage this project; proposed staffing levels; capability of performing the work; geographic location; subcontractor listing; inventory of all equipment; etc. Skill set includes certification, technical training, and experience with similar projects. Please include resumes, certifications, etc., with proposal. Please also provide evidence of the proposer's ability to meet deadlines and be responsive to client needs.	20
4.	Geographic Location 5 points will be awarded to any Proposer whose principal office/headquarters is located at an address within Leon, Wakulla, Gadsden, Jefferson or Liberty County, Florida, as such principal/headquarters office is listed on the last annual report filed with the Florida Department of State, Division of Corporations prior to October 2019. Proposers whose principal office/headquarters is not located within Leon Wakulla, Gadsden, Jefferson or Liberty County, Florida, will not be awarded any points for this category.	5
5.	Financial Capability Demonstration of financial resources and stability as a business entity,	15

	necessary to implement and execute the services required. If all financial information is not provided, Proposer will earn no more than five (5) points.	
6.	Price A full twenty (20) points will be awarded to the Proposer submitting the lowest bid. AN AVERAGE OF ALL THREE YEARS PRICING IS TO BE CONSIDERED WHEN AWARDING POINTS FOR PRICING - THE INITIAL TERM AND THE FIRST AND SECOND ANNUAL RENEWALS. All other proposers will receive a percentage of this amount based upon a formula which divides the low bid by the proposer's bid and is then multiplied by the number of points possible in this part of the Price evaluation.	20
Total		/100

Additional Information Regarding Evaluation

Once proposals are received, the District's Board of Supervisors will review each proposal and score each based on the evaluation criteria, information provided in response to reference checks, and any other information available to the District and permitted to be used under law. The District's award will be based on the proposal that is most advantageous to the District.

The District reserves the right to seek clarification from prospective firms on any issue in a response for the District, invite specific firms for site visits or oral presentations, or take any action it feels necessary to properly evaluate the submissions and construct a solution in the District's best interest. Failure to submit the requested information or required documentation may result in the lessening of the proposal score or the disqualification of the proposal response.

Do not attempt to contact any District Board member, staff member or any person other than the appointed staff for questions relating to this RFP. Anyone attempting to lobby District representatives will be disqualified.

It is anticipated that the District's Board of Supervisors will meet to evaluate the proposals on [April 9], 2020, at 6:30p.m., but the District reserves the right to reschedule any such meeting.

AFFIDAVIT REGARDING PROPOSAL

6.

AFFIDAVIT REGARDING PROPOSAL

understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the

By signing below, the Proposer acknowledges that (i) the Proposer has read,

Project Manual; (iv) this is an informal bid, and no protest rights or other procurement rights will be afforded to the Proposer; and (v) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the proposal notice, proposal instructions, the proposal forms, the contract form, the scope of work, the maintenance map, the specifications, the evaluation criteria, the evaluation process, or any other issues or items relating to the Project Manual.

7. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Affidavit Regarding Proposal and that the foregoing is true and correct.

Dated this	day (of		, 2020		
		Pro	oposer:			
		By	:			
		Tit	ile:			
STATE OF		_				
COUNTY OF		_				
The foregoing in	istrument was a	cknowledged	l before me by	means of □ ph	vsical presence	or 🗆 online
notarization this		_	-	•		
,	who is \Box	personally	known to	me or	who has	produced
		as identifie	cation, and 🗆 d	lid or □ did no	ot take the oath.	
		No	tary Public, St	ate of Florida		
		Pri	nt Name:			
		Co	mmission No.:			
		My	Commission	Expires:		

PROPOSAL FORMS

PROPOSAL FORM

FOR LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES

TO BE SUBMITTED TO:

CAPITAL REGION
COMMUNITY DEVELOPMENT DISTRICT
c/o Hopping Green & Sams,
on or before March 23, 2020 at 12:00p.m. (EST)

TO:	Capital Region Community Development District
FROM:	
	(Proposer)

In accordance with the Request for Proposals for Landscape and Irrigation Maintenance for Capital Region Community Development District, the undersigned proposes to provide all services as described in the detailed Scope and/or Specifications for the District.

All proposals shall be in accordance with the Project Manual.

Proposal Form Contents:

Proposal Summary
Part I – General Information
Part II – Personnel and Equipment
Part III – Experience
Part IV – Pricing
Signature Page

Proposal Summary Sheet

PROPOSAL FORM PROPOSAL SUMMARY

I,	REPRESENTING						
	pany and/or Corporation ("Proposer'e/specifications at the following price	"), agree to furnish the services required in the es:					
I.	Contract Proposal Amount: (Please provide an average of all three years of pricing)	<u>\$</u>					
	Annual Total, Year 1:	<u>\$</u>					
	Annual Total, Year 2:	<u>\$</u>					
	Annual Total, Year 3:	<u>\$</u>					
II.	Proposer Information						
NAM	ME OF PROPOSER:						
ADD	RESS:						
РНО	NE:	FAX:					
SIGN	JATURE:						
PRIN	ITED NAME:						
TITL	E:						
DAT	E:						

General Information

PROPOSAL FORM PART I – GENERAL INFORMATION

•	Proposer General Information:							
	Proposer Name							
	Street Address							
	P. O. Box (if any)							
	City	_ State		_Zip Code				
	Telephone		_ Fax no					
	1st Contact Name			Title				
	2nd Contact Name			Title				
	Parent Company Name (if an Street Address							
	P. O. Box (if any)							
	City	_ State		_ Zip Code				
	Telephone		_ Fax no					
	1st Contact Name			Title				
	2nd Contact Name			Title				
•	Company Standing:							
	Proposer's Corporate Form:							
	In what State was the Propos	er organized? _		Date				
	Is the Proposer in good standing with that State? Yes No							
	If no, please explain							

If no, please explain	n
What are the Proposer's c	urrent insurance limits?
General Liability Automobile Liability Workers Compensation	\$ \$ \$
Expiration Date	
icenses are presently in go	l applicable state and federal licenses, and state whether suc ood standing:

Personnel and Equipment

PROPOSAL FORM PART II – PERSONNEL AND EQUIPMENT

Street Address			
P. O. Box (if any)			
City	State	Zip Code	
Telephone		Fax no.	
1st Contact Name		Title	
2nd Contact Name		Title	
Proposed Staffing Leve following:	els - Landscape and irr	rigation maintenance staff will include th	e
	Technical personnel, w	be onsite days per week; who will be onsite days per; an onsite days per week.	ıd
20	Proposer's Officers ar	e complete the pages that follow at the earling Supervisory Personnel, and attach res	
who have expertise horticulture, or other r	in pesticide applicat elevant fields of expert	rrently employ any other technical person tion, herbicide application, arboricult tise? Yes No If yes, please pro- ttach additional sheets if necessary):	ture,
Name:			
Position / Certifications	s:		
Duties / Responsibilitie	es:		
% of Time to Be Dedic	eated to This Project: _	%	
Please describe the pers	son's role in other proj	jects on behalf of the Proposer:	
Project Name/Location	·•		

Duties / Responsibilities: Dollar Amount of Contract:	it:
Dollar Amount of Contract:	
Dollar Amount of Contract:	
Proposer's Scope of Services for Projec	t:
Dates Serviced:	
	tend to use any subcontractors in connection was abcontractor, please provide the following inecessary):
Subcontractor Name	
Street Address	
P. O. Box (if any)	
City State	Zip Code
Telephone	Fax no.
1st Contact Name	Title
	T'A
2nd Contact Name	Title
Proposed Duties / Responsibilities:	
Please describe the subcontractor's role	in other projects on behalf of the Proposer:
Project Name/Location:	
Contact: Contact F	Phone:
	Phone:

Dates Serviced:	
that were taken with respect t	escribe any background checks or other security measures o the hiring and retention of the Proposer's personnel who ect, and provide proof thereof to the extent permitted by law:

• Equipment – Please complete the pages that follow at the end of this Part regarding the Proposer's Equipment that will be used in connection with this project.

OFFICERS

PROPOSER:		DA	ATE:
Provide the following information for key officers of t	the Proposer and parent con	npany, if any.	
NAME	POSITION OR TITLE	RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
FOR PARENT COMPANY (if applicable)			



SUPERVISORY PERSONNEL WHO WILL BE INVOLVED WITH THE WORK

PROPOSER:		_		DAT	`E:	
INDIVIDUAL'S NAME	PRESENT TITLE	JOB RESPONSIBILITIES	OFFICE LOCATION	% OF TIME TO BE DEDICATED TO THIS PROJECT / # OF DAYS ON-SITE PER WEEK	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
			i		1	

COMPANY OWNED MAJOR EQUIPMENT TO BE USED IN CONNECTION WITH THE WORK

PROPOSER:		1	DATE:
QUANTITY	DESCRIPTION*	# OF PROJECTS DEDICATED TO	STORAGE AND WORK SITE LOCATIONS

Experience

PROPOSAL FORM PART III – EXPERIENCE

Project Name/Location:	
Contact:	Contact Phone:
Project Type/Description:	
Dollar Amount of Contract: _	
Scope of Services for Project	
Dates Serviced:	
*	al dollar value of landscape and irrigation services work comple years:
List the Proposer's total annu for each of the last three (3) y 2019 =	
for each of the last three (3) y	
for each of the last three (3) y	
for each of the last three (3) y 2019 = 2018 = 2017 = Please provide the following to undertaken, or undertaken	
for each of the last three (3) y 2019 = 2018 = 2017 = Please provide the following to undertaken, or undertaken maintenance as well. Attach of	information for each project that is similar to this project, currently in the past five years. The projects must include irrigate additional sheets if necessary.
for each of the last three (3) y 2019 = 2018 = 2017 = Please provide the following a undertaken, or undertaken maintenance as well. Attach a Project Name/Location:	information for each project that is similar to this project, currently in the past five years. The projects must include irrigate additional sheets if necessary.
for each of the last three (3) y 2019 = 2018 = 2017 = Please provide the following to undertaken, or undertaken maintenance as well. Attach of the project Name/Location: Contact:	information for each project that is similar to this project, current in the past five years. The projects must include irrigate additional sheets if necessary.
for each of the last three (3) y 2019 = 2018 = 2017 = Please provide the following a undertaken, or undertaken maintenance as well. Attach o Project Name/Location: Contact: Project Type/Description:	information for each project that is similar to this project, current in the past five years. The projects must include irrigate additional sheets if necessary. Contact Phone:

control vivoad control thatah namayal imigatian ata \	est
control, weed control, thatch removal, irrigation, etc.):	
List of equipment used on site:	
sist of equipment used on site.	
List of subcontractors used:	
Is this a current contract? Yes No	
Duration of contract:	
Duration of contract:	
(Information regarding similar projects – continued)	
Project Name/Location:	
Contact: Contact Phone:	
Project Type/Description:	
Dollar Amount of Contract:	
How was the project similar to this project?	
Your Company's Detailed Scope of Services for Project (i.e. fertilization, mowing, p	est
control, weed control, thatch removal, irrigation, etc.):	

List of subcontractors used:	
Is this a current contract? Yes No	
Duration of contract:	
(Information regarding similar projects – continued)	
Project Name/Location:	
Contact: Contact Phone:	
Project Type/Description:	
Dollar Amount of Contract:	-
How was the project similar to this project?	
Your Company's Detailed Scope of Services for Project (i.e. fert	ilization, mowing, pest
control, weed control, thatch removal, irrigation, etc.):	
List of equipment used on site:	
East of equipment used on site.	
T :	
List of subcontractors used:	

Information regara	ling similar projects – continued)
Project Name/Locat	ion:
Contact:	Contact Phone:
Project Type/Descri	ption:
Dollar Amount of C	ontract:
How was the projec	t similar to this project?
Your Company's D	etailed Scope of Services for Project (i.e. fertilization, mowing, pest
control, weed contro	ol, thatch removal, irrigation, etc.):
4	
List of equipment us	sed on site:
List of subcontracto	rs used:
T = 41	W. 49 V N.
is this a current con	tract? Yes No
Duration of contract	:
supervisor, etc.), be contract within the p	or any of its principals or supervisory personnel (e.g., owner, officenterminated from any landscape or irrigation installation or mainted past 5 years? Yes No For each such incident, please pation (attach additional sheets as needed):
D	
Project Name/Locat	10n:

Project Type/Descr	iption:
Dollar Amount of C	Contract:
Scope of Services for	for Project:
Dates Serviced:	
Reason for Termina	ation:
•	neen cited by OSHA for any job site or company office/shop safety violations? Yes No
If yes, please descri	be each violation, fine, and resolution
What is the Proposer	er's current worker compensation rating? experienced any worker injuries resulting in a worker losing more than ten as a result of the injury in the past five years? Yes No
What is the Proposer ex (10) working days a	er's current worker compensation rating? experienced any worker injuries resulting in a worker losing more than ten
What is the Proposer ex (10) working days a If yes, please description.	er's current worker compensation rating? experienced any worker injuries resulting in a worker losing more than ten as a result of the injury in the past five years? Yes No
What is the Proposer ex (10) working days a If yes, please description of the proposing or a Yes No	er's current worker compensation rating?
What is the Proposer ex (10) working days a If yes, please description of the entropy of the ent	er's current worker compensation rating?
What is the Proposer ex (10) working days a If yes, please description of the entry of the state(s) where state(s) where state(s) where state(s) where state(s) where	er's current worker compensation rating?

penalties, licensure its principals, or re	overnmental enforcement actions (e.g., any action taken to impose fines of issues, permit violations, consent orders, etc.) taken against the Proposer of elating to the work of the Proposer or its principals, in the last five (5) year anature of the action, the Proposer's role in the action, and the status and/ortion.
five (5) years. Plea	igation to which the Proposer or its principals have been a party in the la ase describe the nature of the litigation, the Proposer's role in the litigation for resolution of the litigation.
officers or principa	or any of its affiliates (parents or subsidiaries), or any of the Proposer al members, shareholders or investors filed for bankruptcy, either volunta hin the past 10 years? Yes (_) No (_) If yes, provide the following:
Identify the Case #	and Tribunal:
Describe the Nature	e of the Action:
Describe the Ivature	e of the Action.
Describe the Propo	ser's Role in the Action and Describe the Status and/or Resolution:

Has the Proposer	or any of its affil	liates (parents	or subsidiaries),	or any of the Prop
				or any of the Propo a loan or other find
bligation (e.g., fa No () If yes, plea	~	tractors or mat	erialmen) within t	the past 10 years? Y
vo i i ii ves, nied	se explain.			
-5 / -5 / -5 / F * -5 /				
,				

Pricing

PROPOSAL FORM PART IV - PRICING

NOTE: This pricing form is intended to cover pricing for the initial one year term of the contract. It is assumed that prices will remain the same through each of the three potential annual renewal terms. If the Proposer intends to change pricing for any renewal term, then the Proposer should submit multiple pricing forms, one for each renewal term. Otherwise, the prices stated below will be binding for the initial one-year term, and any annual renewal terms.

Please complete the pricing form on the following page.





Signature Page

PROPOSAL FORM – SIGNATURE PAGE

	Uno	ler pena	alties of pe	rjury unde	er the laws o	of the State	of Flo	orida, I rep	oresent th	at I hav	e autho	ority
to	sign	this	Proposal	Form	(includin	g Parts	I	through	IV)	on b	ehalf	of
					("Propo	ser") and	decla	are that I	have re	ead the	foreg	oing
	-		_		ough IV) and ovided is tr			question	s are ful	ly and	comple	etely
	Dat	ed this		day of				_, 2020.				
					Propo	oser:						
					By:_							
ST	ATE O	F										
CO	UNTY	OF										
		•	•		orn to (or af							
pres	sence or	□ online	notarizatio	on this	_day of			, 202	0, by			of
		· · · · · · · · · · · · · · · · · · ·			personally							
				:	as identificat	ion, and \Box	did or	□ did not ta	ike the oa	th.		
					Notar	y Public, S	tate of	Florida			-	
						Name: nission No.						
					My C	commission	Expir	es:				

SWORN STATEMENT REGARDING PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, REGARDING PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement is submitted to Capital Region Community Development District.
2.	I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of for
	("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3.	Proposer's business address is
4.	Proposer's Federal Employer Identification Number (FEIN) is
	(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5.	I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6.	I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7.	I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
	1. A predecessor or successor of a person convicted of a public entity crime; or,
	2. An entity under the control of any natural person who is active in the management of the

entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who

knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 8. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 9. Based on information and belief, the statement which I have marked below is true in relation to the Proposer submitting this sworn statement. (Please indicate which statement applies.) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies): There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

		20.	, 20			of	da <u>y</u>		Dated this _		
					oposer:						
					/:						
					tle:						
									STATE OF		
									COUNTY OF		
											
□ physical	me by means of	l before me	scribed	and sub	affirmed) ar	sworn to	ent wa	ng instrum	The foregoin		
of	эу	_, 2020, by				day	on this	notarizatio	oresence or \square online		
produced	who has	or 🗆	me	n to	ly known	□ perso	is	, who			
	the oath.	not take th	or 🗆 did	□ did o	cation, and	as ide					
		ida	of Flori	State of	tary Public						
					tary Public, nt Name:						
					nt Name:						

SWORN STATEMENT REGARDING SCRUTINIZED COMPANIES

1.

7.

("District")

Iran Petroleum Energy Sector List.

SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Capital Region Community Development District

	(District).
2.	I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of for ("Proposer"), and am authorized to make this Sworn Statement on behalf of Proposer.
3.	Proposer's business address is
4.	Proposer's Federal Employer Identification Number (FEIN) is
	(If the Proposer has no FEIN, include the Social Security Number of the individual signing this sworn statement:)
5.	I understand that, subject to limited exemptions, Section 287.135, Florida Statutes, declares a company that at the time of proposing or submitting a proposal for a new contract or renewal of an existing contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, is ineligible for, and may not proposal on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.
6.	Based on information and belief, at the time the Proposer submitting this sworn statement submits its proposal to the District, neither the Proposer, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

If awarded the contract, the Proposer will immediately notify the District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Under pen foregoing Sworn S	-			ler the laws the informat							t I hav	e read the
Dated this		da	y of				, 20	20.				
	Proposer	:						_				
	By:											
	Title:							-				
STATE OF COUNTY OF												
The forego	ing instrum	nent wa	s sw	vorn to (or af	firmed) an	d subs	scribed	d befo	ore me	e by me	eans of	`□ physical
presence or □ onlin	_			,								
				personally as identificat	known	to	me	or		who	has	produced
				Notar Print Comr	y Public, S Name: mission No ommission	State o	of Flor	ida				

FORM OF LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES AGREEMENT

CONTRACT FORM

LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

HIS AGREEMENT ("Agreement") is made and entered into this day of and between:
CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Leon County, Florida, and having offices at c/o 3196 Merchants Row Blvd. Suite 130, Tallahassee, FL. 32311 ("District"); and
with the District, "Parties"). , a, whose address is collectively

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including landscaping and irrigation; and

WHEREAS, the District has a need to retain an independent contractor to provide, for certain lands within the District, certain landscape and irrigation maintenance services; and

WHEREAS, to solicit such services, the District has solicited proposals based on a "Project Manual," and has determined to make an award of a contract for landscape and irrigation maintenance services to the Contractor, based on the proposal pricing provided by Contractor; and

WHEREAS, Contractor desires to provide such services, and represents that it is qualified to do so.

- **NOW, THEREFORE,** in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which both the District and the Contractor have agreed upon:
- 1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.
- 2. **SCOPE OF SERVICES.** The Contractor shall provide the services and materials described in the Scope of Services attached hereto as **EXHIBIT A** and for the areas identified in the Landscape Maintenance Areas Exhibit attached hereto as **EXHIBIT D** (together, "Work"). The Contractor agrees that the Landscape and Irrigation Maintenance Areas Exhibit attached hereto as **EXHIBIT D** is the District's best estimate of the District's landscape and irrigation needs, but that other areas may also include landscaping that requires maintenance. The Contractor agrees that the District

may, in its discretion, add up to 0.5 acre(s) of landscaping area to the Work, with no adjustment to price, and may add additional acreage of landscaping area to the Work beyond the 0.5 acre(s) using the unit pricing set forth in **EXHIBIT B**. The Contractor shall perform the Work consistent with the presently established, high-quality standards of the District, and shall assign such staff as may be required for coordinating, expediting, and controlling all aspects of the Work. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Notwithstanding any other provision of this Agreement, the District reserves the right in its discretion to remove from this Agreement any portion of the Work and to separately contract for such services. In the event that the District contracts with a third party to install certain landscaping or to otherwise perform services that might otherwise constitute a portion of the Work, Contractor agrees that it will be responsible for any such landscaping installed by the third party, and shall continue to perform all other services comprising the Work, including any future services that apply to the landscaping installed by the third party or to the areas where services were performed by the third party.

3. **MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake the Work as specified in this Agreement or any Work Authorization (see Section 7.c. herein) issued in connection with this Agreement. All Work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The Contractor shall document all Work using the forms attached hereto as part of **EXHIBIT C**, or such other forms as may be approved by the District. The performance of all Work under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days with prior notification to, and approval by, the District Representatives (defined below).

Contractor in conducting the Work shall use all due care to protect against any harm to persons or property. If the Contractor's acts or omissions result in any damage to property within the District, including but not limited to damage to landscape lighting, irrigation system components, entry monuments, etc., the Contractor shall immediately notify the District and repair all damage – and/or replace damaged property – to the satisfaction of the District.

Contractor shall maintain at all times strict discipline among its employees and shall not employ for work on the project any person unfit or without sufficient skills to perform the job for which such person is employed. All laborers and foremen shall perform all Work on the premises in a uniform to be designed by the Contractor, and shall maintain themselves in a neat and professional manner. No smoking in or around the buildings will be permitted. No Contractor solicitation of any kind is permitted on property.

4. **MONITORING OF SERVICES.** The District shall designate in writing one or more persons to act as the District's representatives with respect to the services to be performed under this Agreement ("District Representatives"). The District Representatives shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services. This

authority shall include but not be limited to verification of correct timing of services to be performed, methods of pruning, pest control and disease control. The District hereby designates _____ and ___ to act as the District Representatives. The Contractor shall not take direction from anyone other than the District Representatives (e.g., the Contractor shall not take direction from individual District Board Supervisors, any representatives of any local homeowner's associations, any residents, etc.). The District shall have the right to change its designated representatives at any time by written notice to the Contractor.

The Contractor shall provide the district Representatives with written report of Work performed for each week, which shall include notification of any problem areas and a schedule for the upcoming month. Further, the Contractor agrees to meet the District Representatives no less than one (1) time per month to inspect the property to discuss conditions, schedules, and items of concern regarding this Agreement.

If the District Representatives identify any deficient areas, the District Representatives shall notify the Contractor whether through a written report or otherwise. The Contractor shall then within the time period specified by the District Representatives, or if no time is specified within forty-eight (48) hours, explain in writing what actions shall be taken to remedy the deficiencies. Upon approval by the District, the Contractor shall take such actions as are necessary to address the deficiencies within the time period specified by the District, or if no time is specified by the District, then prior to the date of the next inspection. If the Contractor does not respond or take action within the specified times, and in addition to any rights under Section 18 or otherwise herein, the District shall have the rights to withhold some or all of the Contractor's payments under this Agreement and to contract with outside sources to perform necessary Work with all charges for such services to be deducted from the Contractor's compensation. Any oversight by the District Representatives of Contractor's Work is not intended to mean that the District shall underwrite, guarantee, or ensure that the Work is properly done by the Contractor, and it is the Contractor's responsibility to perform the Work in accordance with this Agreement.

- 5. **SUBCONTRACTORS.** The Contractor shall not award any of the Work to a subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- 6. **EFFECTIVE DATE.** This Agreement shall be binding and effective as of the date that the Agreement is signed by the last of the Parties hereto, and shall remain in effect as set forth in Section 7, unless terminated in accordance with the provisions of this Agreement.

7. **COMPENSATION; TERM.**

a. Work under this Agreement shall begin ________, 2020 and end ________, 20____ ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, this Agreement may be renewed on the same terms up to two times on an annual basis (for a total of three terms), in the District's sole discretion.

- c. Additional Work. Should the District desire that the Contractor provide additional work and/or services relating to the District's landscaping and irrigation systems, such additional work and/or services shall be fully performed by the Contractor after prior approval of a required Work Authorization, in substantially the form attached at EXHIBIT C, or such other form as may be authorized by the District. The Contractor agrees that the District shall not be liable for the payment of any additional work and/or services unless the District first authorizes the Contractor to perform such additional work and/or services through an authorized and fully executed work authorization. The Contractor shall be compensated for such agreed additional work and/or services based upon a payment amount derived from the prices set forth in the Contractor's proposal pricing (attached as part of EXHIBIT B). Nothing herein shall be construed to require the District to use the Contractor for any such additional work and/or services, and the District reserves the right to retain a different contractor to perform any additional work and/or services.
- d. *Payments by District*. The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. Each monthly invoice shall contain, at a minimum, the District's name, the Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on the invoice with a description of each sufficient for the District to approve each cost, the time frame within which the services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, Section 218.70 et seq., *Florida Statutes*, these monthly invoices are due and payable within forty-five (45) days of receipt by the District.
- e. Payments by Contractor. Subject to the terms herein, Contractor will promptly pay in cash for all costs of labor, materials, services and equipment used in the performance of the Work, and upon the request of the District, Contractor will provide proof of such payment. Contractor agrees that it shall comply with Section 218.735(6), Florida Statutes, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Work, unless Contractor has first delivered written notice to District of a dispute with any such person or entity

and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this Section are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this Section, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work. The District may demand, from time to time in its sole discretion, that Contractor provide a detailed listing of any and all potential lien claimants (at all tiers) involved in the performance of the Work including, with respect to each such potential lien claimant, the name, scope of Work, sums paid to date, sums owed, and sums remaining to be paid. Contractor waives any right to file mechanic's and construction liens.

8. INSURANCE.

- a. At the Contractor's sole expense, the Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance:
 - i. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY: Contractor will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this Contract, as required under applicable Florida Statutes AND Employer's Liability with limits of not less than \$100,000.00 per employee per accident, \$500,000.00 disease aggregate, and \$100,000.00 per employee per disease.
 - ii. COMMERCIAL GENERAL LIABILITY: Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$2,000,000.00 per occurrence, and \$2,000,000.00 aggregate covering all work performed under this Contract.
 - iii. AUTOMOBILE LIABILITY: Including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$2,000,000.00 combined single limit covering all work performed under this Contract.
 - iv. UMBRELLA LIABILITY: With limits of not less than \$2,000,000.00 per occurrence covering all work performed under this Contract.
- b. Each insurance policy required by this Contract shall:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) calendar days' prior written notice has been given to the District.

- iii. Be written to reflect that the aggregate limit will apply on a "per claim" basis
- c. The District shall retain the right to review, at any time, coverage, form, and amount of insurance. All insurance certificates, and endorsements, shall be received by the District before the Contractor shall commence or continue work.
- d. The procuring of required policies of insurance shall not be construed to limit Contractor's liability or to fulfill the indemnification provisions and requirements of this Agreement.
- e. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- f. Notices of accidents (occurrences) and notices of claims associated with work being performed under this Contract shall be provided to the Contractor's insurance company and to the District as soon as practicable after notice to the insured.
- g. Insurance requirements itemized in this Contract and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
- h. All policies required by this Agreement, with the exception of Workers' Compensation, or any other policy for which specific approval is given by the District, are to be written on an "occurrence" basis, and shall name the District and its Supervisors, officers, agents, employees, and representatives as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Workers' Compensation on non-leased employees, shall agree to waive all rights of subrogation against the District and its Supervisors, O\officers, agents, employees or representatives.
- i. If the Contractor 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 Contractor 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.
- 9. INDEMNIFICATION. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Agreement or otherwise, Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives (together, "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Work to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than

50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Indemnitees. This section shall survive any termination of this Agreement.

- 10. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this 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.
- 11. WARRANTY AND COVENANT. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement or any separate work authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally if the District so directs. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified.

Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies that it has thoroughly inspected the property and will address any present deficiencies with the District at the conclusion of the Initial Audit, as specified in the Scope of Services attached hereto as **EXHIBIT A**. Contractor shall be responsible for maintaining and warranting all plant material replaced following completion of the Initial Audit.

Contractor hereby covenants to the District that it shall perform the services: (i) using its best skill and judgment and in accordance with generally accepted professional standards and (ii) in

compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

- 12. **ENVIRONMENTAL ACTIVITIES.** The Contractor agrees to use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns, and correcting any other harm resulting from the Work to be performed by Contractor.
- Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal. Contractor shall have twenty (20) calendar days from the date of commencement as identified in a Notice to Proceed to complete an audit and submit proposals for any additional work necessary to bring the condition of the landscaping or the irrigation system into compliance with presently acceptable standards, as more specifically described in Section 2.14 of the Scope of Services attached hereto as **EXHIBIT A** ("Initial Audit"). Following the Initial Audit, for (a) any aspect of the landscaping or irrigation system for which the District approved and the contractor completed remedial action, or (b) any aspect of the landscaping or irrigation system not included in the proposals resulting from the Initial Audit, no changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping or irrigation system was not in good condition or otherwise differs materially from conditions ordinarily encountered; and Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the landscaping, and, aside from repairs necessary due to ordinary wear and tear, for the condition of the irrigation system.
- 14. **TAX-EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. In such event, the following conditions shall apply:
 - (a) The District may elect to purchase any or all materials directly from a supplier identified by Contractor.
 - (b) Contractor shall furnish detailed Purchase Order Requisition Forms ("Requisition(s)") for all materials to be directly purchased by the District.
 - (c) Upon receipt of a Requisition, the District shall review the Requisition and, if approved, issue its own purchase order directly to the supplier, with delivery to be made to the District on an F.O.B. job site basis.

- (d) The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- (e) Contractor will have contractual obligations to inspect, accept delivery of, and store the materials pending use of the materials as part of the landscaping services. The contractor's possession of the materials will constitute a bailment. The contractor, as bailee, will have the duty to safeguard, store and protect the materials while in its possession until returned to the District through use of the materials.
- (f) After verifying that delivery is in accordance with the purchase order, Contractor will submit a list indicating acceptance of goods from suppliers and concurrence with the District's issuance of payment to the supplier. District will process the invoices and issue payment directly to the supplier.
- (g) The District may purchase and maintain insurance sufficient to cover materials purchased directly by the District.
- (h) All payments for direct purchase materials made by the District, together with any state or local tax savings, shall be deducted from the compensation provided for in this Agreement.
- keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits (including but not limited to water use permits or regulations), licenses, or other requirements or approvals. Further, the Contractor shall 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 or 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 act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.
- 16. **DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity for breach of this Agreement, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.
- 17. **CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall

not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

- 18. **SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.
- 19. **TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing ninety (90) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that, notwithstanding any other provision of this Agreement, and regardless of whether any of the procedural steps set forth in Section 4 of this Agreement are taken, the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Any termination by the District shall not result in liability to the District for consequential damages, lost profits, or any other damages or liability. However, upon any termination of this Agreement by the District, and as Contractor's sole remedy, the Contractor shall be entitled to payment for all Work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Contractor.
- 20. **PERMITS AND LICENSES.** All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- 21. **ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other, which approval shall not be unreasonably withheld. Any purported assignment of this Agreement without such prior written approval shall be void.
- 22. **INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.
- 23. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.
- 24. **AGREEMENT.** This instrument, together with its attachments which are hereby incorporated herein, shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.
- 25. **ENFORCEMENT OF AGREEMENT**. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, mediation, or appellate proceedings.

- 26. **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 both the District and the Contractor.
- 27. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.
- 28. **NOTICES.** Any notice, demand, request or communication required or permitted hereunder ("Notice") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

A.	If to the District:	Capital Region Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 World Golf Village St. Augustine, Florida 32092 Attn: Jim Oliver
	With a copy to:	Hopping Green & Sams, PA 119 South Monroe Street, Suite 300 Tallahassee, Florida 32301 Attn: Sarah R. Sandy
В.	If to Contractor:	

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. 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 District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. 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.

Attn:

29. **THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and

conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

- 30. **CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Leon County, Florida.
- 31. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Jim Oliver** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor 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 the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor'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 Contractor, the Contractor 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.
- 32. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- 33. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
- 34. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.



IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:	CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT
By: □ Secretary	By: □ Chairperson
□ Assistant Secretary	□ Vice Chairperson Date:
ATTEST:	
By: Its:	By:
	Date:

Exhibit A: Scope of Services
Exhibit B: Proposal Pricing
Exhibit C: Other Forms

Exhibit D: Maintenance Map

EXHIBIT "A" SCOPE OF SERVICES



EXHIBIT "B" PROPOSAL PRICING



COMPOSITE EXHIBIT "C" FORMS

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT DAILY WORK JOURNAL

(this form, or a similar form, must be filled out at the end of each daily visit and turned in to the District Representative)

DATE:					
DESCRIPTION OF WORK PERFORMED TODAY:					
LOCATIONS:					
ISSUES REQUIRING ATTENTION:(Please notify District Rep. if any)					
(

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT PEST MANAGEMENT REPORT

DATE:
SYMPTOMS:
LOCATION:
PROBABLE CAUSE OF DAMAGE:
ESTIMATED MATERIALS REQUIRED FOR TREATMENT:
CERTIFIED PESTICIDE APPLICATOR'S NAME:
REPRESENTATIVE NAME:

THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST

CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT IRRIGATION REPAIR REQUEST FORM

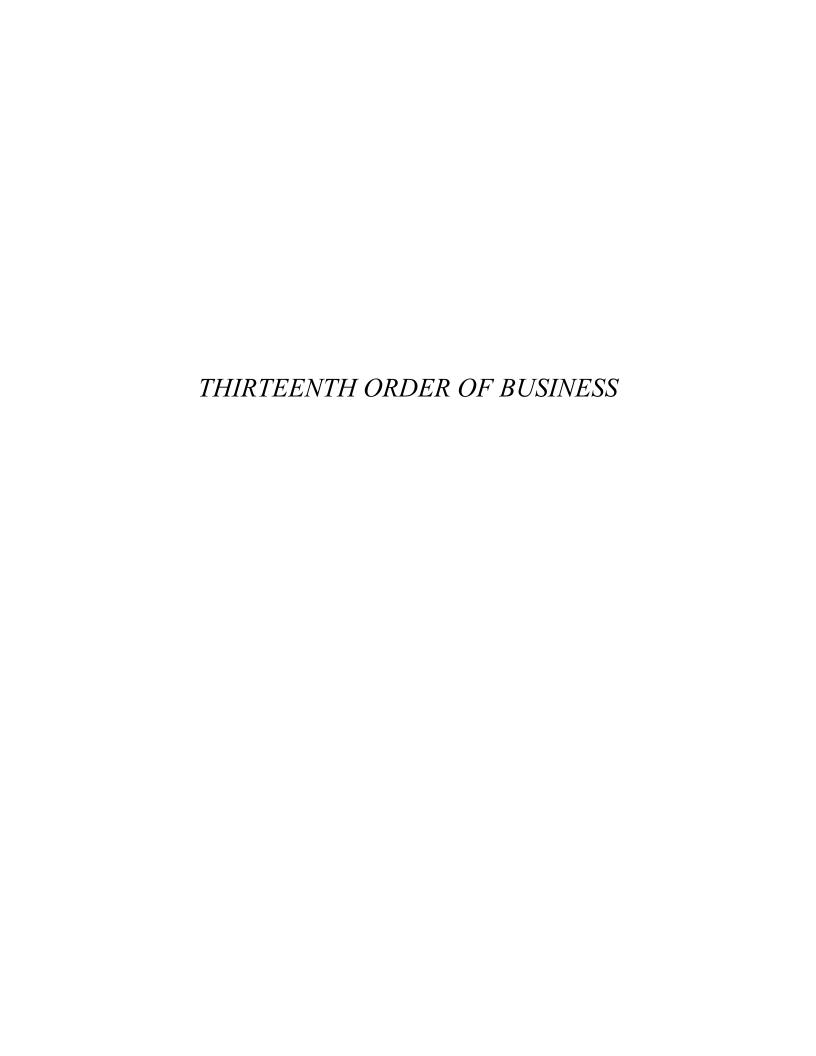
DATE:	
DAMAGE:	
LOCATION:	
PROBABLE CAUSE OF DAMAGE:	
ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT	Г:
IRRIGATION TECHNICIAN'S NAME:	
REPRESENTATIVE NAME:	

THE INVOICE FOR THIS WORK MUST MATCH THE DESCRIPTION OF THIS SERVICE REQUEST

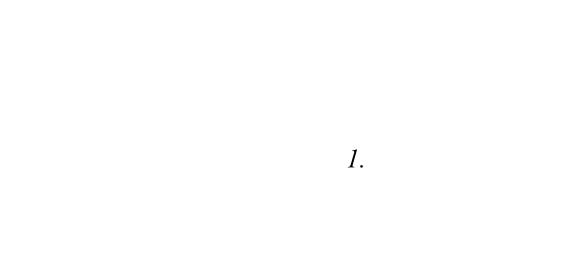
LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT WORK AUTHORIZATION NO. _

Assistant Secretary/Secretary Print Name	By: Its: Chairman, Board of Supervisors [CONTRACTOR]
Assistant Secretary/Secretary	By: Its: Chairman, Board of Supervisors
Attest:	CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT
In WITNESS WHEREOF, the pathe day and year first above written.	rties hereto have caused this Work Authorization to be executed
SECTION 3. ACCEPTANCE. Act to complete the Services as specified representative of the District and the Centre of the Services in accordance with the tentre of the Services in the Services in accordance with the tentre of the Services in	eceptance of this Work Authorization will authorize the Contractor in Exhibit A , and is indicated by the signature of the authorized Contractor in the spaces provided below. Contractor shall perform rms and conditions of the Agreement, which, except to the extent ork Authorization, remain in full force and effect.
	Payment of compensation for the Services under this Work Agreement and as set forth in Exhibit A .
exhibits and amendments thereto, a Contractor shall provide the services incorporated herein by reference ("Se	CES. In addition to the Services described in the Agreement, any and any work authorizations authorized pursuant thereto, the set forth on the proposal attached hereto as Exhibit A and ervices"). The Agreement and this Work Authorization shall be either document and the provisions of Exhibit A .
, a	, with an address of ("Contractor").
	ed pursuant to Chapter 190, Florida Statutes, being situated having offices at c/o

EXHIBIT "D" MAINTENANCE MAPS/PLANS









Monday	Tuesday	Wednesday	Thursday	Friday	
L/6/20	1/7/20	1/8/20	1/9/20	1/10/20	
Monthor of the Wools					
Weather of the Week Hi 69°F Lo 32°F	Hi 69°F Lo 38°F	Hi 66°F Lo 30°F	Hi 73°F Lo 29°F	Hi 79°F Lo 58°F	
0.00" Rain	0.00" Rain	0.00" Rain	0.00" Rain	0.00" Rain	
	U.UU Kaiii	0.00 Kalii	U.UU Kalii	JU.UU Kalii	
Full Maintenance		In	In the state of th	lung on a second	
Esplanade Way (Unit 5) Four Oaks Blvd (Units 1,17,29)	Four Oaks Blvd (Units 1,17,29) UNIT 2:Endicott Park	Four Oaks Blvd (Units 1,17,29) Shumard Oak Blvd (Units 3,5)	Blair Stone Rd (Units 5,17) UNIT 27:New Village	UNIT 1:Iberville Park UNIT 27:New Village	
UNIT 20:Esplanade North (Unit 20)	UNIT 2:Newberry Parks	UNIT 16:Faulkner Park	UNIT 5:Merchants Row	UNIT 27:TR221B	
7111 Zorzapianade Horar (Orne Zo)	UNIT 31:Jasmine Hill	UNIT 16:Poe Park	CHI SI ICICIANO NON	0111 271112213	
	Unit 32:Jasmine Hill	UNIT 16:Salinger Way			
	UNIT 4:Grove Park Dr	UNIT 21 & Arch Site			
		UNIT 21 & Arch Site: Arch Site Exterior			
		UNIT 4:Grove Park Dr			
Standard Maintenance					
			UNIT 17:Shady View Pond (WD260)		
Detail service					
WD090N (Pond)	WD090N (Pond)		WD090S (Pond)	Central Park:(20) Trees off Grove Park	
WD290 (Pond)	WD290 (Pond)				
	1	IPM	<u> </u>	-	
		IPM			
Pre-Emergent: Product use	ed - Dithiopyr 40 WSB			T	
Non-Selective: Product us	ed - Roundup QuikPro				
UNIT 29:Orange Ave (Mossy Creek to Fou	r Oaks)		WD090N (Pond)		
		Irrigation			
Irrigation Inspection					
Controller 5, Unit 3	Controller 16, Unit 14	16, Unit 14 Controller 28, Unit 31 Controller 10, Unit 29, 30, FL170 & FL080			
			Controller 28, Unit 31		
Tuningkian Tuguhlashaski	on (To Combus at)				
Irrigation Troubleshootir Controller	Unit Number	Date	Description		
			<u> </u>		
6	CP	1/6	Stuck Valve		
16	14	1/7	Wet Test		
28	31	1/8	Wet Test		
10	29	1/9	Wet Test		
19	5	1/10	Repair head / No Charge		
Irrigation Repairs	lu san	la .	la : ::		
Controller	Unit Number	Date	Description	Invoice Number	
16	14	1/8	Irrigation Repair	191433	
16	22	1/6	Solenoid Repair	191434	
5	3	1/7, 1/10	Irrigation Repair	191435	
Accidents/Incidents: Nor					
	kly "Toolbox" Safety Meeting (Frida	у)			
Routine service					
Bi-weekly maintenance of Dogi Po					
Bi-weekly removal of debris from o					
Daily maintenance of trash cans tr	ougnout the district.				
Daily blowing of Merchant's Row a	t Town Center and Tot Lot				



Monday	Tuesday	Wednesday	Thursday	Friday		
1/13/20	1/14/20	1/15/20	1/16/20	1/17/20		
Weather of the Week		I ====	1			
Hi 76°F Lo 61°F	Hi 81°F Lo 59°F	Hi 77°F Lo 65°F	Hi 79°F Lo 64°F	Hi 72°F Lo 54°F		
Rain 0.07"	Rain 0.00"	Rain 0.03"	Rain 0.00"	Rain 0.00"		
Full Maintenance						
Splanade Way (Unit 5)	Central Park:FL131			UNIT 1:Verdura Point Park		
JNIT 5:Capital Circle SE Buffer	UNIT 1:Mulberry Park Blvd			UNIT 14:Green Space		
	UNIT 1:TC1 Pond (FL130)			UNIT 19:Twain Park		
	Unit 32:Park (off Mossy & Coneflower)			UNIT 2:Carollton Park		
				UNIT 37:Esplanade Nature Trail		
				UNIT 5:Drayton Drive		
land Weeding	Γ					
		UNIT 18:Cummings Park		Central Park:Butterfly Garden		
Mulch	<u></u>					
splanade Way (Unit 5)		1				
JNIT 5:Capital Circle SE Buffer				l		
Detail service						
VD090N (Pond)	WD090N (Pond)		WD090S (Pond)	Central Park:(20) Trees off Grove Park		
			,,	Table 1 amiles in create in the		
VD290 (Pond)	WD290 (Pond)					
		IPM				
Post-Emergent: Product Used - S	peedZone Southern					
	<u> </u>	UNIT 1:Barringer Hill Nature Trail				
Pre-Emergent: Product used - Dit	thiopyr 40 WSB					
	·					
Non-Selective: Product used - Ro	oundup OuikPro	<u>'</u>		-		
	direct Canal To		WD090N (Pond)			
JNIT 29:Orange Ave (Mossy Creek to Four Oaks)						
JNIT 30:Woodland Fields Park			WD290 (Pond)			
		Blair Stone Rd (Units 5,17)	Blair Stone Rd (Units 5,17)			
			Four Oaks Blvd (Units 1,17,29) Orange Ave			
Total	C. C		Orange Ave	I		
Insecticide: Product used - Triple	Crown 1&O	1				
Blair Stone Rd (Units 5,17) Central Park:Tot Lot						
central Park. Tot Lot				I		
		Irrigation				
Irrigation Inspection						
		Controller 23, Unit 17				
Irrigation Troubleshooting (In	Contract)					
	Unit Number	Date	Description			
			· ·			
23	17	1/13, 1/15, 1/17	Wet Test/ Repair - no charge			
rrigation Repairs		1= .	· · ·	<u> </u>		
Controller	Unit Number	Date	Description	Invoice Number		
.6	14	1/13, 1/14	Irrigation Repair	191449		
23	17	1/16	Irrigation Repair	191450		
26	27	1/13, 1/14	Mainline / Valve repair	191451		
5	3	1/15	Irrigation Repair	191453		
Additional Contracted Work						
	Date	Description		Invoice Number		
	1/9	Unit 37 Boardwalk Repair on E	snl Way	191454		
<u></u>	1-1-	10co. Dou. arrain repair on E		1252.0.		
Accidents/Incidents: None						
Safety and Training: Weekly "To	olhov" Safety Meeting (Eriday)					
= :	olbox salety meeting (rilday)					
Routine service	shout the district					
Bi-weekly maintenance of Dogi Pots through Bi-weekly removal of debris from grates tro						
a vicerity removal of debits from grates tro						
Taily maintenance of trash cans troughout						
oaily maintenance of trash cans troughout oaily blowing of Merchant's Row at Town (



Monday	Tuesday	Wednesday	Thursday	Friday
./20/20	1/21/20	1/22/20	1/23/20	1/24/20
Veather of the Week			Hi 69°F Lo 49°F	
li 51°F Lo 30°F	Hi 47°F Lo 30°F	Hi 59°F Lo 29°F	Hi 70°F Lo 48°F	
Rain 0.08"	Rain 0.00"	Rain 0.00"	Rain 0.00"	Rain 0.06"
full Maintenance				
INIT 2:Tremont		Orange Ave	Hemingway Blvd & Trail (Units 2,4)	LSF-7
			NON-UNIT:FL040 - Mossy Creek	
			UNIT 2:Butterfly Parks UNIT 30:Woodland Fields Park	
Debris Cleanup			ONET 30.WOOddatid Fields Falk	
Debits Cleanup			Central Park	Central Park
	L	l .	Cenual Park	Central Park
1ulch				
/D090N (Pond)	WD090S (Pond)	WD090S (Pond)		UNIT 5:Merchants Row
/D090S (Pond)	,			
	·	·	·	·
Pruning		T		
			UNIT 14:Avon Park	
			UNIT 8:WD140	
etail service				
/D090N (Pond)	WD090N (Pond)		WD090S (Pond)	Central Park:(20) Trees off Grove Park
			in section (i. Oria)	School Since on Glove Falk
/D290 (Pond)	WD290 (Pond)			
	Central Park:Butterfly Garden			
		IPM		
Pre-Emergent: Product use	ed - Dimension 20 EW			
			UNIT 27:New Village	
Non-Selective: Product use	ed - Roundun OuikPro			
			MD000M (D4)	
INIT 29:Orange Ave (Mossy Creek to Four	(Cars)		WD090N (Pond)	
INIT 30:Woodland Fields Park			WD290 (Pond)	
entral Park:Butterfly Garden			UNIT 27:New Village	
		Irrigation		
Irrigation Inspection				
Controller 18, Unit 35		Controller 18, Unit 35	Controller 25, Unit 27	
		Controller 23, Unit 17	Controller 26, Unit 27	
	a (In Contract)	In-t-	Description	
		Date	Description	
Controller	Unit Number			
Controller .8	Unit Number 35	1/20, 1/22	Wet Test	
Irrigation Troubleshootin Controller .8 .9	Unit Number 35 5	1/20, 1/22 1/22	Repair Rotors (No charge)	
Controller .8 .9 .5	Unit Number 35 5 27	1/20, 1/22 1/22 1/23	Repair Rotors (No charge) Wet Test	
Controller .8 .9 .5 .6	Unit Number 35 5 27 27	1/20, 1/22 1/22 1/23 1/23	Repair Rotors (No charge) Wet Test Wet Test	
Controller 8 9 5 6 3	Unit Number 35 5 27	1/20, 1/22 1/22 1/23	Repair Rotors (No charge) Wet Test	
Controller 8 9 5 6 3 Irrigation Repairs	Unit Number 35 5 27 27 17	1/20, 1/22 1/22 1/23 1/23 1/23	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting	
Controller 8 9 5 6 3 rrigation Repairs Controller	Unit Number 35 5 27 27 17 Unit Number	1/20, 1/22 1/22 1/23 1/23 1/23	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description	Invoice Number
Controller 8 9 5 6 3 Crigation Repairs Controller 8	Unit Number 35 5 27 27 17 Unit Number 35	1/20, 1/22 1/22 1/23 1/23 1/23 1/23	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair	191456
Controller 8 9 15 16 13 17 Irigation Repairs Controller 8 13	Unit Number 35 5 27 27 17 Unit Number 35 17	1/20, 1/22 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace	191456 191457
Controller .8 .9 .5 .6 .6 .6 .6 .Controller	Unit Number 35 5 27 27 17 Unit Number 35 17 27	1/20, 1/22 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace	191456 191457 191458
Controller 8 9 5 6 6 6 Controller 8 8 13 6 6 13 14 15 15	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27	1/20, 1/22 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair	191456 191457 191458 191459
controller 8 9 5 6 3 rrigation Repairs controller 8 3 6 5 8	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 27 31	1/20, 1/22 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace	191456 191457 191458
controller 8 9 5 6 3 rrigation Repairs controller 8 3 6 5 8	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31	1/20, 1/22 1/22 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair	191456 191457 191458 191459 191460
controller 8 9 5 6 3 rrigation Repairs controller 8 3 6 5 8 kdditional Contracted We	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 27 31	1/20, 1/22 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair	191456 191457 191458 191459
Controller 8 9 5 6 3 rrigation Repairs controller 8 3 6 5 8 Additional Contracted Website Init	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31	1/20, 1/22 1/22 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460
Controller 8 9 5 6 6 3 Crigation Repairs Controller 8 3 6 5 8 Additional Contracted Wo	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31 Date	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number
Controller .8 .9 .5 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31 Date 1/24	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461
Controller .8 9	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31 Date 1/24 1/22	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461
Controller .8 .9 .5 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31 Date 1/24 1/22	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M Grove Pk Emergency Tree	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461
Controller .8 .9 .9 .5 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6 .6	Unit Number 35 5 27 27 17 Unit Number 35 17 27 27 27 31 Date 1/24 1/22	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M Grove Pk Emergency Tree	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461
Controller .8 .9 .9 .5 .6 .6 .3 .3 .4 .5 .5 .6 .6 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8	Unit Number 35 5 27 27 17 17 17 27 27	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M Grove Pk Emergency Tree	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461
Controller .8 .9 .9 .5 .6 .6 .8 .3 .4 .6 .6 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8 .8	Unit Number 35 5 27 27 17 27 27 27 31 27 27 27 31 27 27 31 27 27 31 27 27 31 27 27 31 27 27 31 27 27 31 27 27 27 31 27 27 27 27 27 27 27	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M Grove Pk Emergency Tree	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461
Controller 8 9 9 5 6 6 6 6 6 6 6 6 7 Controller 8 8 8 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	Unit Number 35 5 27 27 27 17	1/20, 1/22 1/23 1/23 1/23 1/23 Date 1/22 1/24 1/24 1/23 1/21 Description Butterfly Garden - Detail & M Grove Pk Emergency Tree	Repair Rotors (No charge) Wet Test Wet Test Troubleshooting Description Irrigation head & nozzle repair Valve Replace Valve Replace Irrigation head & nozzle repair Mainline Repair	191456 191457 191458 191459 191460 Invoice Number 191461



Monday	Tuesday	Wednesday	Thursday	Friday
./27/20	1/28/20	1/29/20	1/30/20	1/31/20
Weather of the Week	LU: 6705 L - 2605	LI: 5205 L - 2505	LU: 6505 L - 4005	LU: ECOE L - 400E
Hi 62°F Lo 46°F Rain 0.00"	Hi 67°F Lo 36°F Rain 0.00"	Hi 53°F Lo 35°F Rain 0.06"	Hi 65°F Lo 48°F Rain 0.00"	Hi 56°F Lo 48°F Rain 0.15"
	Raiii 0.00	Raiii 0.00	Raili 0.00	Raill 0.15
Mulch entral Park:Butterfly Garden	CRCDD:Additional Contracted Work		UNIT 5:Merchants Row	NON-UNIT:FL040 - Mossy Creek
VON-UNIT:FL040 - Mossy Creek	NON-UNIT:Hedges on Blairstone roundabout	1	ONT 5. MERCHANIS ROW	NON-UNIT.FLU40 - Mussy Creek
	providence of the state of the	<u>'</u>	<u> </u>	<u> </u>
Pruning	T		I	I
ION-UNIT:FL040 - Mossy Creek				
Detail service				
VD090N (Pond)	WD090N (Pond)		WD090S (Pond)	Central Park: (20) Trees off Grove Park
VD290 (Pond)	WD290 (Pond)			
		NON-UNIT:FL040 - Mossy Creek	NON-UNIT:FL040 - Mossy Creek	
		IPM		
Post-Emergent: Product Used -	SpeedZone Southern			
emingway Blvd & Trail (Units 2,4)	UNIT 25:Longfellow Park & Pocket Parks	UNIT 1:Iberville Park		
JNIT 2:Carollton Park	UNIT 26:Strolling Way Parks	UNIT 1:Mulberry Park Blvd		
JNIT 2:Endicott Park		UNIT 16:Poe Park		
JNIT 2:Newberry Parks		UNIT 2:Tremont UNIT 25:Longfellow Park & Pocket Parks		
		UNIT 4:Terrebone Dr.		
Pre-Emergent: Product used - D	imension 20 FW			
re-Emergent: Froduct asca	IIIICIISIOII 20 EVV			
	Biltmore Ave (Units 16,2,25)	UNIT 10:Green Spaces (2)	UNIT 10:WD141	
Utility Boxes		UNIT 10:New Dawn Park	UNIT 10:WD160	
		UNIT 10:Overlook Park	UNIT 23:Parks, Ponds & Green Spaces	
		UNIT 10:WD160		
Non-Selective: Product used - R	oundup QuikPro T			
JNIT 29:Orange Ave (Mossy Creek to Four Oaks)			WD090N (Pond)	
JNIT 30:Woodland Fields Park			WD290 (Pond)	
	Biltmore Ave (Units 16,2,25) NON-UNIT:FL040 - Mossy Creek	UNIT 10:Green Spaces (2) UNIT 10:New Dawn Park	UNIT 10:WD141 UNIT 10:WD160	
	UNIT 23:Parks, Ponds & Green Spaces	UNIT 10:New Dawn Falk	UNIT 23:Parks, Ponds & Green Spaces	
	Utility Boxes	UNIT 10:WD160		
		UNIT 23:Parks, Ponds & Green Spaces		
		Irrigation		
rrigation Inspection				
Controller 25, Unit 27				
(voientine Troublackastine (T	· Combunet)			
Irrigation Troubleshooting (Ir Controller	Unit Number	Date	Description	
25	27	1/27	Wet Test	
rrigation Repairs	<u> </u>	-/ -/	1	
Controller	Unit Number	Date	Description	Invoice Number
1	5	1/13, 1/28, 1/30	Mainline Repair	191520
- 17	FL040	1/31	Pipe Repair	191521
Additional Contracted Work				
Init	Date	Description		Invoice Number
) iii	1/31	Doggie Pot Dispenser Replace		191524
6	1/28	Biltmore & Salinger Hedge - Pine	straw	191519
<u></u>	1-1	15differ & Sumiger Fledge - Fille		12222
Accidents/Incidents: None				
Safety and Training: Weekly "T	nolhox" Safety Meeting (Friday)			
	oolbox Salety Meeting (Filldy)			
Routine service Bi-weekly maintenance of Dogi Pots throu	ughout the district.			
Bi-weekly removal of debris from grates t				
Daily maintenance of trash cans troughou Daily blowing of Merchant's Row at Town				

.

Capital Region Community Development District 3196 Merchants Row - Suite 130 Tallahassee, Florida 32311

Memorandum

Date: January 31, 2020

To: Rich Whetsel via email

Operations Director

From: Robert Berlin

Capital Region Operations Manager

Re: Capital Region CDD

Monthly Managers Report for

January 2020

The following is a summary of activities related to the field operations of the Capital Region Community Development District.

Landscaping:

1. Please review field report from Kim Bishop (All-Pro)

GMS:

- 1. Office Closed-New Year (1 Jan)
- All Pro cutting section of connection walkway in Unit 14, removing tree roots and re-installing cut section in response to trip and fall by homeowner, reviewed bus transfer stations and five (5) proposed stops as required in the original DRI with St. Joe and Keith Dantin (2 Jan)
- All Pro repairing irrigation (valve replacement) in Unit 16, received water testing data for last quarter of 2019 from McGlynn Labs for SWMF FL 130 (Catfish), Central Park and Verdura Lakes, working with Bulldog on special use permit submittals reaching GMS email (3 Jan)

- All Pro repairing irrigation (solenoid repair/replacement) in Unit 22, District contractor begins pressure washing of selected trail sections in Central Park and Unit 16 common area/SWMF, GMS begins scope of service update for 2020 landscape maintenance RFP (6 Jan)
- All Pro repairing irrigation in Unit 3 (School House Road), GMS continues scope of service update for 2020 landscape maintenance RFP and begins assembly of documents for same (7 Jan)
- All Pro repairing irrigation in Unit 14, District contractor continues pressure washing concrete trail sections in Central Park along west end, spoke with St. Joe and HOA on parking on grass area in Unit 14 (St. Joe property) (8 Jan)
- 7. GMS reviews scope of service update for 2020 landscape maintenance RFP and updates documents to reflect current dates for completed package to be submitted to District Counsel for final adjustment and review, completed single audit certification for Florida PA for Hurricane Michael and request for small project closure form for FEMA for Hurricane Hermine (9 Jan)
- 8. Reported irrigation mainline break at northwest corner of Esplanade Way and Merchants Row (TMH) and had All Pro close their main, All Pro working on mainline irrigation at Orange Ave and Mossy Creek, repaired air lines and rebuilt current vanes in FL 130 aerator and replaced inline filter, site visit with HOA and locate of rear property corners for additional landscaping adjacent to common area buffer on Lake Verdura (10 Jan)
- 9. Rain in AM, District contractor resumes pressure washing concrete trail sections in Central Park along west end All Pro begins mainline irrigation repair at Esplanade and Merchants Row, inspection reveals break in main under roadway, additional locates called in, GMS working on landscape RFP and release of bond for completed work in Unit 7 (13 Jan)
- 10. District contractor continues pressure washing concrete trail sections in Central Park along west end, All Pro repairing mainline irrigation at Park Crossing Trail in Unit 4 Phase 4, working on landscape maintenance map for 2020 RFP (14 Jan)
- 11. M-Inc continues clearing in Unit 50 at the new charter school site, Raw (COT Electric contractor) continues conduit installation in Unit 31 Phase 3, GMS contractor continues pressure washing trail sections in Central Park, (15 Jan)
- 12. GMS contractor continues pressure washing trail sections in Central Park, M-Inc continues clearing in Unit 50 at the new charter school site, Raw (COT Electric contractor) continues conduit installation in Unit 31 Phase 3 (16 Jan)

- 13. M-Inc continues clearing in Unit 50 at the new charter school site, Raw (COT Electric contractor) continues conduit installation in Unit 31 Phase 3, Met with homeowners and All Pro concerning drainage issue involving District system in Unit 26, GMS contractor completing pressure washing of Central Park trail at west end (17 Jan)
- 14. M-Inc continues clearing in Unit 50 at the new charter school site, Raw (COT Electric contractor) continues conduit installation (directional bore) on Orange Ave and Jasmine Hill in Unit 31 Phase 3, damaged mainline irrigation (20 Jan)
- 15. All Pro repairing mainline irrigation at the corner of Jasmine Hill and Goldenrod (Unit 31 Phase 3), M-Inc continues earthwork in Unit 50 (charter school site), RAW (COT Electric contractor) continues underground installation of gas and electric in Unit 31 Phase 3, spoke with COT GM and Public Works on root damage being caused to utilities on Longfellow (3704), meeting with field inspector to review same (21 Jan)
- 16. M-Inc continues clearing of south right of way along Tram Road for installation of utilities in Unit 50 (charter school), inspection of TR 105 revealed erosion in northeast corner and missing connecting west outfall structure, All Pro and Miller Tree Service removed large tree limb from delivery truck on Grove Park Drive between Riverton and Park Crossing Trail (22 Jan)
- 17. COT Public Works removed sidewalk sections on both Longfellow Road and Biltmore Ave, Met with Kim Bishop on tree root removal, Butterfly Garden and tree mulching, instructed M-Inc to install missing grate on drainage structure in Unit 50, Miller Tree Service completes additional tree pruning on Grove Park between Riverton and Park Crossing (23 Jan)
- 18. Met with All Pro on Unit 31 Phase 3 irrigation and additional heads needed on Orange Ave median east of Jasmine Hill, M-Inc completing clearing of south right of way on Tram Road for utility installation, All pro mulching Butterfly Garden in Central Park, rain in afternoon clearing late (24 Jan)
- 19. Worked on RFP for Landscape and Maintenance documents and spreadsheet package to be presented on 13 February District meeting, responded to homeowner concern of bridge at Tot Lot and closed bridge to play (27 Jan)
- 20. All Pro repairing irrigation mainline break under Esplanade Way at Merchants Row and installing new mainline under roadway, continue work on RFP documents, purchase materials to "safe' Tot Lot bridge while under repair (28 Jan)
- 21. Met with All Pro on Tot Lot and additional trail system blowing, rain off and on beginning at noon, continue working on RFP for landscape services (29 Jan)

- 22. Built and installed wood rails to safe Tot Lot bridge, weather clearing and warm, M-Inc continues earthwork in Unit 50 (charter school site) and COT Electric continues underground installation of gas and electric in Unit 31 Phase 3 (30 Jan)
- 23. Cold with intermittent rain, took photos of Tot Lot suspension bridge in an effort to obtain replacement parts as it appears the manufacturer no longer builds these connection parts, also added "caution" signage to bridge, spoke with FWC on "agreement' for off duty officers (31 Jan)

Lake Maintenance

Replaced vanes in aerator in SWMF FL 130

Southwood Infrastructure Report/Status: (K. Bishop/GMS)

COT continues sidewalk/curb repairs

Security/Accident Reports:

Delivery Truck struck large low hanging oak limb on Grove Park

Special Events:

None currently scheduled

Open Items:

LDR-5 open space maintenance

Unit 50 open space maintenance

Should you have any questions or comments regarding the above information, please feel free to contact Robert Berlin at (850) 727-5310 or Rich Whetsel at (904) 759-8923

	<u>1</u>	AN ACTUAL	4	AN BUDGET	3	\$ VARIANCE	% VARIANCE	COMMENTS
24000 Management fees	\$	10,500.00	4	10,500.00	\$		0.00%	GMS FY 2019 contracted services
34000 Management fees 34500 Security	\$	10,500.00	\$		\$	833.33		TPD and Barkley Security patrols
34010 Communications	s	500.00	2	833.33		333.33	40.00%	Buildog FY 2019 contracted services
46200 Landscape Maint. Contracted	s	73,270.74		73,270.74		4	0.00%	All Pro FY 2019 contracted services
46225 Landscape Maint. New Units	\$	70,97		625.00		554.03	88.64%	New Doggie Pot maintenance in Unit 32 common area
46500 Pond Maint. Contract	\$	-	\$	416.67	\$	416.67	100,00%	None online this month
46525 Pond Maint. New Units	S	- 4	S	-	\$		0.00%	Not included in budget for FY 2019
46550 Pond Repairs Current Units	\$	105.77	\$	2,500.00	\$	2,394.23	95.77%	Replace compressor vanes in aerator in SWMF FL 130
46575 Pond Repairs New Units	S	-	S	125.00	\$	125.00	0.00%	Not included in budget for FY 2019
46600 SWMF Operating Permit Fees	\$	2.0	\$	459.00	\$	459.00		COTGM Operating Permit Fee for SWMF
46400 Irrig, Maint, Contracted	\$	4,133.70	\$	4,133.70	\$	-		All Pro FY 2019 contracted services
46425 Irrig. Maint, New Units	\$	3.00		41.67		38.67		Additional sprayheads in Unit 29 common area
46450 Irrig. Repairs Current Units	\$	6,672.15		3,333.33	\$	(3,338.82)		Several main breaks with one under roadway (Esplanade)
46475 Irrig. Repairs New Units	\$	-	\$		\$	-		Not included in budget for FY 2019
46465 Irrig.System Upgrades	\$	-	S	104.17		104.17		None online this month
46480 Pump Station Maintenance	5	-	\$		\$	E20.22		Not included in budget for FY 2019 Processor wash trail sections, removed of invasive tree, hand weed in F
47000 Preserve Maintenance	5	2,813.00		3,333.33		520.33		Pressure wash trail sections, removal of invasive tree, hand weed in E Begin repair on suspension bridge section
46485 Tot Lot Inspection/Maintenance	5	25.68		416.67 2,916.67		390.99 (113.58)		Tree trimming and emergency limb removal on Grove Park Unit 14
46490 Tree Removal/Trimming/Storm Cleanup	S	3,030.25	5	2,910.07	5	(113.30)		Not included in budget for FY 2019
46495 Reuse Retrofit	\$		5	416.67		416.67		None online this month
46520 Alleyway Maintenance 46900 Micellaneous Maintenance	5	42.00	5	625.00	S	583.00		Doggi Pot replacement in Unit 2
43000 Utilities	S	42.00	\$	3,750.00	20	3,750.00		Updated 2/28/19
49400 Special Events	5		\$	416.67		416.67		None online this month
46650 Other - Contingency	5	1.	s	416.67		416.67		Additional sod in Unit 23 common area
65000 Budget Stabilization	\$		\$	-	\$	41	0.00%	Not included in budget for FY 2019
61000 Capital Expenditures	s	94	\$	2,083.33	\$	2,083.33	100.00%	None online this month
60000 Reserve for Capital - R&R	\$	4.0	\$	7,850.75	\$	7,850.75	100.00%	None online this month
46910 Common Area Maintenance	S	-	5	666.67	\$	666,67	100,00%	None online this month
TOTAL	\$	101,167.26	s	120,068.36	\$	18,901.10	15.74%	
		YTD ACTUAL		YTD BUDGET		SVARIANCE	%VARIANCE	COMMENTS
34000 Management fees	5	42,000.00	\$	42,000.00	\$	4	0.00%	GMS FY 2019 contracted services
34500 Security	\$	5,843.00	\$	3,333.33	\$	(2,509.67)	-75.29%	TPD and Barkley Security patrols
34010 Communications	\$	2,000.00	\$	3,333.33	\$	1,333.33		Bulldog FY 2019 contracted services
46200 Landscape Maint. Contracted	\$	293,082.96		293,082.96		1000		All Pro FY 2019 contracted services
46225 Landscape Maint, New Units	\$	86.03	-2	2,500.00		2,413.97		New Doggie Pot maintenance in Unit 32 common area
46500 Pond Maint. Contract	\$	865.00		1,666.67		801.67		None online this month
46525 Pond Maint. New Units	\$		\$	- F) -	\$			Not included in budget for FY 2019
46550 Pond Repairs Current Units	\$	12,396.77		10,000.00		(2,396.77)		Frosion repair and stump removal WD 260 and WD 160
46575 Pond Repairs New Units	\$	-	\$	500.00		500,00		6 Not included in budget for FY 2019
46600 SWMF Operating Permit Fees	\$	11500000	\$	1,836.00		1,836.00		6 COTGM Operating Permit Fee for SWMF 6 All Pro FY 2019 contracted services
46400 Irrig. Maint. Contracted	\$	16,534.80		16,534.80		100.07		
46425 Irrig, Maint, New Units	\$	6.00		166.67		160.67 2,745.44		6 Additional sprayheads in Unit 29 common area 6 Several main breaks with one under roadway (Esplanade)
46450 Irrig. Repairs Current Units	\$	10,587.89	\$	13,333.33	\$	2,745.44		6 Not included in budget for FY 2019
46475 Irrig. Repairs New Units	\$		\$	416.67	- 0.0	416.67		6 None online this month
46465 Irrig.System Upgrades	\$		\$	410.07	Ś	410,07		6 Not included in budget for FY 2019
46480 Pump Station Maintenance	Š	15,228.22		13,333.33	-	(1,894.89)		6 Pressure wash trail sections, removal of invasive tree, hand weed in
47000 Preserve Maintenance 46485 Tot Lot Inspection/Maintenance	\$	25.68		1,666.67	1.0	7,000,000,000		6 Begin repair on suspension bridge section
46490 Tree Removal/Trimming/Storm Cleanup	\$	6,530.63	-	11,666.67				6 Tree trimming and emergency limb removal on Grove Park Unit 14
46495 Reuse Retrofit	\$	2,020,02	\$		\$	-		6 Not included in budget for FY 2019
46520 Alleyway Maintenance	\$	600.00	-	1,666.67	\$	1,066.67		6 None online this month
46900 Micellaneous Maintenance	\$	4,324.52		2,500.00			-72.989	6 Doggi Pot replacement in Unit 2
43000 Utilities	\$	7.58	\$	15,000.00		15,000.00	100.009	6 Updated 2/28/19
49400 Special Events	\$	1 4	\$	1,666.67		1,666.67	100.009	6 None online this month
46650 Other - Contingency	\$	544.85	\$	1,666.67			67.319	6 None online this month
65000 Budget Stabilization	\$	-	\$		5		0.009	6 Not included in budget for FY 2019
61000 Capital Expenditures	\$		\$	8,333.33	\$	8,333.33	100.009	6 None online this month
	\$	1,050.00	\$	31,403.00	\$	30,353.00		6 None online this month
60000 Reserve for Capital - R&R				2,666.67	\$	2,666.67	100,009	6 None online this month
46910 Common Area Maintenance	\$		S	2,000.07	7			

4.

Special Event Permit : Entry # 266
General Information
Event Name:
Therese Kemper Graduate Student Afternoon
Date:
03/07/2020
Start Time:
03:00 pm
End Time:
07:00 pm
Set Up Time:
03:00 pm
Break Down Complete By:
07:00 pm
Facility / Park Requested:
Green space/large lawn
Name of Applicant or Applying Organization:
Therese Kemper
Mailing Address:
3162 Duxbury Lane
Tallahassee, Florida 32311 United States
Map It
Phone:
(850) 727-2549
Contact Name:
Therese Kemper
Contact Mailing Address:
3162 Duxbury Lane
Tallahassee, Florida 32311
United States
<u>Map It</u>

Special Event Permit : Entry # 266
Contact Phone:
(850) 727-2549
Contact Email:
therese.kemper@gmail.com
Event Information
Type of Event
Social gathering
Estimated Attendance:
more than 30 people
Intended Use:
We intend to bring lawn chairs, a tent for shade, and play yard games, including bocce ball, bean bags/cornhole, and volleyball.
Special Activities or Risks:
yard games described above. No risks.
Approximate Attendance:
40
Will fireworks be a part of the event?
No
Fees
What admission fee will be charged to participants?
\$0.00
What admission fee will charged to spectators?
\$0.00
What fee will charged to exhibitors/concessionaires?
\$0.00
What fee will charged for activities?
\$0.00
Please list all activities:
Yard games: Bocce ball, bean bags, volleyball,

Special Event Permit : Entry # 266
What fee will charged for parking?
\$0.00
Please list parking lots to be used:
parking lot by the pool; my house, then carpool to the park.
Please list areas for handicap parking:
NA
Vending
Will vendors and/or concessionaires be a part of this event?
No
Will the event require trash receptacles with dumping services?
No
Catering Information
Will food and/or non-alcoholic beverages be served and/or sold?
Yes
Who will dispense the food or beverage (i.e.: caterers, staff, etc.)?
Personal food will be provided. No catering or staff.
If caterers are being used, please list the names and DBPR license number of each caterer:
NA
Will alcoholic beverages be sold or served with purchase of ticket, etc.?
No
Restroom Facilities
Will you provide portable restroom facilities?
No
If you are not providing portable facilities, which restroom facilities will you use?
home; will consider renting a portable restroom if that is an option
Medical Arrangements
Will there be ambulance services on site?
No
Will there be first aid services on site?

Special Event Permit : Entry # 266
No
Equipment
Will the event include tents?
Yes
10'x10'
1
10'x15'
0
10'x20'
0
15'x15'
0
20'x20'
0
Please list any other sizes and quantities per size:
NA
Will you have banners and/or signs at your event?
No
Please list the number and location of stages:
NA
Location of staff management command center:
NA
Plan for public transportation access and service:
NA
Sound and Lighting
Who will provide your audio and lighting?
NA
Will additional electrical services be needed?

Special Event Permit : Entry # 266
No
Please list A/V locations:
NA
Street Closures and Security
Will the event require security (alcohol, money, overnight storage, etc.)?
No
Will the event require street closures?
No
Will the event include a parade?
No
Cancelation
In the event of inclement weather, is a rain date scheduled?
No
Site Plan:
Site-Plan-for-March-7.docx
Insurance Requirements
Proof of Insurance:
Site-Plan-for-March-71.docx
Proof of Vendor Insurance:
Site-Plan-for-March-72.docx
Additional Terms
I have read, understood and agree to abide by all District policies, rules and regulations regarding the use of the Park Facility.
• I agree.

Notes



Admin Notification (ID: 5d04129b821f5)

added February 3, 2020 at 3:25 pm

WordPress successfully passed the notification email to the sending server.