

# ***CAPITAL REGION***

*Community Development District*

*August 13, 2020*

## *AGENDA*

# Capital Region Community Development District

475 West Town Place

Suite 114

St. Augustine, Florida 32092

**District Website: [www.mysouthwoodcdd.com](http://www.mysouthwoodcdd.com)**

August 6, 2020

Board of Supervisors  
Capital Region Community Development District

Dear Board Members:

The Capital Region Community Development District Meeting is scheduled for **Thursday, August 13, 2020 at 6:30 p.m.** via Zoom.

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments (*regarding agenda items listed below*)
- III. Approval of Consent Agenda
  - A. Approval of the Minutes of the July 9, 2020 Meeting
  - B. Acceptance of the Minutes of the June 11, 2020 and July 9, 2020 Audit Committee Meetings
  - C. Balance Sheet as of June 30, 2020 and Statement of Revenues & Expenditures for the Period Ending June 30, 2020
  - D. Allocation of Assessment Receipts
  - E. Check Register
- IV. Public Hearing to Consider the Adoption of the Fiscal Year 2021 Budget
  - A. Consideration of Resolution 2020-08, Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2021
  - B. Consideration of Resolution 2020-09, Imposing Special Assessments and Certifying an Assessment Roll for Fiscal Year 2021
  - C. Consideration of Direct Collection Agreement with St. Joe Company

- V. Consideration of Landscape Maintenance Agreement
- VI. Ratification of Application for Environmental Resource Permit
- VII. St. Joe Update (John Curtis)
- VIII. Update Regarding DRI Matters
- IX. Announcement of Upcoming Resignation of Chairman Jennings DePriest and Discussion of Related Organizational Matters
- X. Staff Reports
  - A. Attorney
  - B. Dantin Consulting
  - C. Communications Consulting
  - D. Property Management
    - 1. All Pro Reports
    - 2. Operations Memorandum
    - 3. Arborist Opinion Letter & All Pro Proposal
    - 4. Eagle Scout Project at Tot Lot
    - 5. Variance Report
  - E. Manager – Discussion of Proposed Meeting Schedule for Fiscal Year 2021
- XI. Supervisors Requests
- XII. Audience Comments
- XIII. Next Scheduled Meeting – TBD @ 6:30 p.m. at SouthWood Community Center
- XIV. 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*

### *THIRD ORDER OF BUSINESS*

*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, July 9, 2020 at 6:35 p.m. via Zoom.

Present and constituting a quorum were:

Jennings DePriest	Chairman
Kyle Rojas	Vice Chairman
John Ray	Supervisor
April Johnston	Supervisor

Also present were:

James Oliver	District Manager
Joe Brown	District Counsel
Robert Berlin	Operations Manager - GMS
John Curtis	St. Joe

The following is a summary of the actions taken at the July 9, 2020 meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. DePriest called the meeting to order.

**SECOND ORDER OF BUSINESS**

**The Pledge of Allegiance**

**THIRD ORDER OF BUSINESS**

**Audience Comments**

A resident stated I'm not sure that this meeting was properly advertised because the link on the website was incorrect for this meeting.

Mr. DePriest stated I used the website to log in.

A resident stated I would ask that you record this so it can be put on the website and viewed later.

Mr. Oliver stated I can set that up for next time, I don't have the capability to do it tonight.

**FOURTH ORDER OF BUSINESS****Approval of Consent Agenda**

- A. Approval of the Minutes of the June 11, 2020 Meeting**
- B. Balance Sheet as of May 31, 2020 and Statement of Revenues & Expenditures for the Period Ending May 31, 2020**
- C. Allocation of Assessments**
- D. Check Register**

On MOTION by Mr. Ray seconded by Ms. Johnston with all in favor the consent agenda items were approved.

**FIFTH ORDER OF BUSINESS****Board Review and Revisions to Fiscal Year 2021 Approved Budget (in preparation for August 13, 2020 Public Hearing for Adoption)****A. Consideration of Resolution 2020-07 Declaring O&M Assessments**

Mr. Oliver reviewed the revenue section of the budget being the on-roll and direct bill assessments and stated we increased the number of platted lots from 2,992 to 3,264. We still have about a \$32,000 hole to fill with cuts in the approved budget or by using some carry forward surplus or a combination of those two.

Following extensive discussion, the board made the following changes to the approved budget: adjust supervisors fees to \$6,000 rather than \$12,000, reduce audit fees in line with the proposal, reduce travel & per diem to \$1,500, reduce security for Halloween to \$6,000, reduce communication to \$6,000, new units maintenance reduced to \$7,500, reduce pond maintenance by \$1,500, increase pond repair by \$5,000, miscellaneous maintenance reduced to \$5,000, event reduce this year by \$5,000 and rather than carry over to undesignated funds drop capital reserve contribution \$5,000, reduce contingency to \$3,000, reduce common area maintenance to \$5,000, capital expenditures for extension of irrigation line could be paid from the capital reserve fund, reduce capital expenditures by \$9,000.

Mr. Ray stated I am opposed to the increase in the landscape maintenance contract for pine straw.

Mr. Oliver stated we can table the resolution because the public hearing date will remain the same and there will not be an increase in assessments.

**SIXTH ORDER OF BUSINESS****Ratification of Agreement with Leon County  
Tax Collector Regarding 2020 Uniform  
Method for Collection**

On MOTION by Ms. Johnston seconded by Mr. Ray with all in favor the agreement with the Leon County Tax Collector was ratified.

**SEVENTH ORDER OF BUSINESS****St. Joe Update (John Curtis)**

Mr. Curtis stated we have three projects to be approved in the next week or so by the city, we are looking to have final plats in September. We have four or five projects in the pipeline, we are going to be resubmitting what we now call the bigger fix on August 7<sup>th</sup> or before and I talked to Jim about the August briefing to give a presentation with a slideshow as to what was submitted to the city; it is everything we have talked about in the past, it is just shifting some of them and some things will be on hold until 2021 based on conversations and working with city staff.

**EIGHTH ORDER OF BUSINESS****Review of Draft Build-Out Budget (O&M)**

Mr. Oliver stated John Curtis and I spoke earlier today, and he is going to give me new data that is based on the revised big fix he spoken of earlier. We are working on that together.

**NINTH ORDER OF BUSINESS****Update Regarding DRI Matters**

This item discussed earlier in the meeting.

**TENTH ORDER OF BUSINESS****Discussion of Common area Maintenance at  
Charter School**

This item discussed earlier in the meeting.

**ELEVENTH ORDER OF BUSINESS****Consideration of Proposals for Fiscal Year  
2020 Audit Services**

On MOTION by Ms. Johnson seconded by Mr. Rojas with all in favor the recommendation of the audit committee of Berger Toombs as the number one ranked firm was approved and staff was authorized to request an engagement letter for the fiscal year 2020 audit.

## **TWELFTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney - Report**

Mr. Brown outlined a draft access easement agreement for a resident who wants to cross over a portion of the district's property to build a pool.

The following changes will be incorporated into the easement agreement: time limit, attorney fees of prevailing party taken out, homeowner to pay district counsel fees incurred in preparation of the easement, proof they are using a licensed and insured contractor and ask them to have us named as additional insured and inclusion of a security deposit equivalent for the repair of any damaged sod.

On MOTON by Mr. Rojas seconded by Ms. Johnston with all in favor the access easement agreement was approved subject to the conditions outlined above.

#### **B. Dantin Consulting**

There being none, the next item followed.

#### **C. 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. Tinkergarden Parks Team Request**

On MOTION by Mr. Rojas seconded by Ms. Johnston with all in favor the request from Tinkergarden was approved subject to signing a waiver that it is attend at your own risk, observance of social distancing and mask guidelines in accordance with the city and county regulations.

#### **E. Manager**

Mr. Oliver stated the next meeting is scheduled for the Southwood Community Center. We don't know what is going to happen with COVID by that time. It could be that we meet remotely again if the governor extends his executive order.

#### **THIRTEENTH ORDER OF BUSINESS      Supervisor's Requests**

There being none, the next item followed.

#### **FOURTEENTH ORDER OF BUSINESS      Audience Comments**

There being none, the next item followed.

#### **FIFTEENTH ORDER OF BUSINESS      Next Scheduled Meeting – August 13, 2020 at 6:30 p.m. at the Southwood Community Center**

The meeting adjourned at 9:29 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*

MINUTES OF MEETING  
CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

The Capital Region Community Development District Audit RFP committee meeting was held Thursday, June 11, 2020 at 9:04 p.m. via Zoom.

Present were:

Jennings DePriest  
Kyle Rojas  
John Ray  
April Johnston  
Brian Kelley  
James Oliver  
Sarah Sandy  
Robert Berlin

The following is a summary of the actions taken at the June 11, 2020 audit RFP committee meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. DePriest called the meeting to order.

**SECOND ORDER OF BUSINESS**

**Review and Selection of Audit RFP Criteria**

Mr. Oliver stated there are five equally weighted criteria, ability of personnel, proposer's experience, understanding the scope of work, ability to furnish the required services and price. This complies with Chapter 218, F.S. and we are looking for a motion of the committee to approve this evaluation criteria.

On MOTION by Mr. Rojas seconded by Mr. Ray with all in favor the selection criteria for the audit RFP was approved.

**THIRD ORDER OF BUSINESS**

**Other Business**

There being none,

The audit committee meeting adjourned at 9:06 p.m.

MINUTES OF MEETING  
CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

The Capital Region Community Development District audit committee met Thursday, July 9, 2020 at 6:30 p.m. via Zoom.

Present were:

Jennings DePriest  
Kyle Rojas  
John Ray  
April Johnston  
James Oliver     District Manager  
Joe Brown        District Counsel

The following is a summary of the actions taken at the July 9, 2020 audit committee meeting. A copy of the proceedings can be obtained by contacting the District Manager.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. DePriest called the meeting to order and called the roll.

**SECOND ORDER OF BUSINESS**

**Review and Ranking of Audit Proposals**

Mr. Oliver stated we received proposals from two firms that both conduct large shares of CDD audits throughout Florida. Those firms are Berger Toombs Elam Gaines & Frank and Grau & Associates. The incumbent, Carr Riggs & Ingram did not propose; we reached out to them twice, but they did not submit a proposal. The pricing for Berger Toombs was lower than Grau & Associates. Otherwise, the two proposals were pretty evenly matched based on the other four categories of the evaluation criteria. Supervisor Ray also ranked the proposals and his ranking order and mine were the same.

On MOTION by Ms. Johnston seconded by Mr. Ray with all in favor Berger Toombs was ranked no. 1 and Grau & Associates was ranked no. 2.

**THIRD ORDER OF BUSINESS**

**Other Business**

There being none, the audit committee meeting adjourned.

*C.*

**Capital Region**  
**Community Development District**  
**Unaudited Financial Statements**  
**June 30, 2020**

**Meeting Date**  
**August 13, 2020**

**CAPITAL REGION  
COMMUNITY DEVELOPMENT DISTRICT**

**BALANCE SHEET**

June 30, 2020

	General	Debt Service	Non-Major Fund	Total Governmental Funds
<b><u>ASSETS:</u></b>				
CASH	\$141,098	---	---	\$141,098
Capital Reserve	---	---	\$54,315	\$54,315
INVESTMENT - STATE BOARD	\$840,174	---	---	\$840,174
INVESTMENTS:				
<b><i>Series 2011A1</i></b>				
Reserve A1	---	\$185,694	---	\$185,694
Revenue A1	---	\$94,527	---	\$94,527
<b><i>Series 2013</i></b>				
Reserve	---	\$430,794	---	\$430,794
Revenue	---	\$351,084	---	\$351,084
<b><i>Series 2018A1</i></b>				
Reserve	---	\$651,808	---	\$651,808
Revenue	---	\$71,665	---	\$71,665
<b><i>Series 2018A2</i></b>				
Reserve	---	\$136,528	---	\$136,528
Revenue	---	\$56,977	---	\$56,977
<b>TOTAL ASSETS</b>	<b>\$981,272</b>	<b>\$1,979,075</b>	<b>\$54,315</b>	<b>\$3,014,662</b>
<b><u>LIABILITIES:</u></b>				
DUE TO OTHER	\$37,523	---	---	\$37,523
DEFERRED REVENUE	\$31,597	---	---	\$31,597
<b>FUND BALANCES:</b>				
UNASSIGNED FOR GENERAL FUND	\$912,153	---	---	\$912,153
ASSIGNED FOR CAPITAL PROJECTS	---	---	\$54,315	\$54,315
RESTRICTED FOR DEBT SERVICE	---	\$1,979,075	---	\$1,979,075
<b>LIABILITIES &amp; FUND EQUITY &amp; OTHER CREDITS</b>	<b>\$981,272</b>	<b>\$1,979,075</b>	<b>\$54,315</b>	<b>\$3,014,662</b>

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessment-On Roll	\$1,181,280	\$1,181,280	\$1,187,386	\$6,106
Special Assessment-Direct - St Joe	\$379,158	\$284,369	\$284,369	\$0
Interest Income/Miscellaneous	\$2,500	\$1,875	\$6,736	\$4,861
<b>TOTAL REVENUES</b>	<b>\$1,562,937</b>	<b>\$1,467,523</b>	<b>\$1,478,490</b>	<b>\$10,967</b>
<b><u>EXPENDITURES:</u></b>				
<b><u>ADMINISTRATIVE:</u></b>				
Supervisors Fees	\$6,000	\$4,500	\$4,800	(\$300)
FICA Expense	\$459	\$344	\$367	(\$23)
Engineering	\$30,000	\$22,500	\$13,004	\$9,496
Arbitrage	\$3,750	\$600	\$600	\$0
Dissemination	\$7,300	\$5,475	\$5,475	\$0
Attorney	\$57,000	\$42,750	\$30,004	\$12,746
Annual Audit	\$4,000	\$4,250	\$4,250	\$0
Annual Report	\$500	\$0	\$0	\$0
Trustee Fees	\$14,000	\$15,516	\$15,516	\$0
Assessment Roll Services	\$11,500	\$11,500	\$11,500	\$0
Management Fees	\$48,620	\$36,465	\$36,465	\$0
Information Technology	\$2,800	\$2,100	\$2,100	\$0
Records Storage	\$150	\$113	\$0	\$113
Travel & Per Diem	\$1,750	\$1,313	\$733	\$580
Telephone	\$300	\$225	\$197	\$28
Postage	\$1,500	\$1,125	\$589	\$536
Printing & Binding	\$2,000	\$1,500	\$1,014	\$486
Insurance	\$16,627	\$16,738	\$16,738	\$0
Legal Advertising	\$3,500	\$2,625	\$1,801	\$824
Other Current Charges	\$1,600	\$1,200	\$1,346	(\$146)
Office Supplies	\$200	\$150	\$73	\$77
Dues, Licenses, Subscriptions	\$3,175	\$175	\$175	\$0
Capital Outlay	\$250	\$187	\$0	\$187
<b>TOTAL ADMINISTRATIVE</b>	<b>\$216,980</b>	<b>\$171,351</b>	<b>\$146,747</b>	<b>\$24,604</b>
<b><u>FIELD:</u></b>				
Management Fees	\$126,000	\$94,500	\$94,500	\$0
Security	\$10,000	\$7,500	\$5,843	\$1,657
Communications	\$10,000	\$7,500	\$4,000	\$3,500
Utilities	\$45,000	\$33,750	\$42,626	(\$8,876)
Landscape Maintenance - Contract	\$879,249	\$659,437	\$659,437	\$0
Landscape Maintenance - New Units/Street Trees	\$7,500	\$5,625	\$111	\$5,514
Pond Maintenance - Contract	\$5,000	\$3,750	\$1,730	\$2,020
Pond Repairs - Current Units	\$30,000	\$22,500	\$33,894	(\$11,394)
Pond Repairs - New Units	\$1,500	\$1,125	\$0	\$1,125

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL FUND**

Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>EXPENDITURES:</u></b>				
<b><u>FIELD: (continued)</u></b>				
SWMF Operating Permit Fees	\$5,508	\$4,131	\$4,156	(\$25)
Irrigation Maintenance - Contract	\$49,604	\$37,203	\$37,203	(\$0)
Irrigation Maintenance - New Units	\$500	\$375	\$21	\$354
Irrigation Repairs - Current Units	\$40,000	\$30,000	\$37,569	(\$7,569)
Irrigation Systems Upgrades	\$1,250	\$938	\$700	\$238
Preserve Maintenance	\$40,000	\$30,000	\$38,579	(\$8,579)
Tot Lot Inspection/Maintenance	\$5,000	\$3,750	\$3,051	\$699
Tree Removal/Trimming/Cleanup	\$35,000	\$26,250	\$17,371	\$8,879
Alleyway Maintenance	\$5,000	\$3,750	\$3,492	\$258
Miscellaneous Maintenance	\$7,500	\$5,625	\$8,085	(\$2,460)
Special Events	\$5,000	\$3,750	(\$350)	\$4,100
Other-Contingency	\$5,000	\$3,750	\$2,648	\$1,102
Capital Expenditures	\$25,000	\$18,750	\$0	\$18,750
Reserve for Capital - R&R	\$94,209	\$70,656	\$0	\$70,656
Common Area Maintenance	\$8,000	\$6,000	\$2,421	\$3,579
<b><u>TOTAL FIELD</u></b>	<b><u>\$1,440,820</u></b>	<b><u>\$1,080,615</u></b>	<b><u>\$997,087</u></b>	<b><u>\$83,528</u></b>
<b><u>TOTAL EXPENDITURES</u></b>	<b><u>\$1,657,800</u></b>	<b><u>\$1,251,966</u></b>	<b><u>\$1,143,834</u></b>	<b><u>\$108,132</u></b>
<b><u>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</u></b>	<b><u>(\$94,863)</u></b>	<b><u>\$215,558</u></b>	<b><u>\$334,656</u></b>	<b><u>\$119,098</u></b>
<b><u>NET CHANGE IN FUND BALANCE</u></b>	<b><u>(\$94,863)</u></b>	<b><u>\$215,558</u></b>	<b><u>\$334,656</u></b>	<b><u>\$119,098</u></b>
FUND BALANCE - Beginning	\$94,863		\$577,497	
FUND BALANCE - Ending	<u>\$0</u>		<u>\$912,153</u>	

**CAPITAL REGION CDD  
GENERAL FUND  
FY 2020**

Description	ADOPTED BUDGET	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
<b><u>REVENUES:</u></b>														
Special Assessment-On Roll	\$1,181,280	\$0	\$149,478	\$925,674	\$40,852	\$16,720	\$18,592	\$14,617	\$4,358	\$17,095	\$0	\$0	\$0	\$1,187,386
Special Assessment-Direct - St Joe	\$379,158	\$31,597	\$31,597	\$31,597	\$31,597	\$31,597	\$31,597	\$31,597	\$31,597	\$31,597	\$0	\$0	\$0	\$284,369
Interest Income/Miscellaneous	\$2,500	\$828	\$593	\$380	\$362	\$1,246	\$1,366	\$889	\$658	\$414	\$0	\$0	\$0	\$6,736
Carry Forward Surplus	\$94,863	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL REVENUES</b>	<b>\$1,657,800</b>	<b>\$32,425</b>	<b>\$181,668</b>	<b>\$957,650</b>	<b>\$72,810</b>	<b>\$49,563</b>	<b>\$51,555</b>	<b>\$47,103</b>	<b>\$36,612</b>	<b>\$49,105</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,478,490</b>

**EXPENDITURES:**

**Administrative:**

Supervisors Fees	\$6,000	\$800	\$0	\$1,000	\$0	\$1,000	\$0	\$0	\$1,000	\$1,000	\$0	\$0	\$0	\$4,800
FICA Expense	\$459	\$61	\$0	\$77	\$0	\$77	\$0	\$0	\$77	\$77	\$0	\$0	\$0	\$367
Engineering	\$30,000	\$1,313	\$407	\$2,525	\$2,418	\$1,708	\$2,875	\$3,305	(\$2,000)	\$453	\$0	\$0	\$0	\$13,004
Arbitrage	\$3,750	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$600
Dissemination	\$7,300	\$608	\$608	\$608	\$608	\$608	\$608	\$608	\$608	\$608	\$0	\$0	\$0	\$5,475
Attorney	\$57,000	\$2,435	\$147	\$6,024	\$1,935	\$4,696	\$3,331	\$6,496	\$1,705	\$3,236	\$0	\$0	\$0	\$30,004
Annual Audit	\$4,000	\$0	\$0	\$4,000	\$250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,250
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	\$7,031	\$0	\$0	\$0	\$0	\$0	\$0	\$15,516
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	\$4,052	\$4,052	\$4,052	\$4,052	\$4,052	\$4,052	\$0	\$0	\$0	\$36,465
Information Technology	\$2,800	\$233	\$233	\$233	\$233	\$233	\$233	\$233	\$233	\$233	\$0	\$0	\$0	\$2,100
Records Storage	\$150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Travel & Per Diem	\$1,750	\$238	\$142	\$172	\$181	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$733
Telephone	\$300	\$42	\$20	\$0	\$21	\$65	\$48	\$0	\$0	\$0	\$0	\$0	\$0	\$197
Postage	\$1,500	\$132	\$9	\$75	\$18	\$107	\$71	\$77	\$0	\$101	\$0	\$0	\$0	\$589
Printing & Binding	\$2,000	\$78	\$178	\$17	\$299	\$48	\$239	\$4	\$126	\$26	\$0	\$0	\$0	\$1,014
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	\$99	\$428	\$0	\$247	\$110	\$363	\$0	\$0	\$0	\$1,801
Other Current Charges	\$1,600	\$188	\$197	\$154	\$2	\$0	\$466	\$117	\$87	\$135	\$0	\$0	\$0	\$1,346
Office Supplies	\$200	\$6	\$15	\$0	\$15	\$0	\$15	\$0	\$15	\$6	\$0	\$0	\$0	\$73
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
<b>Total Administrative</b>	<b>\$216,980</b>	<b>\$43,632</b>	<b>\$6,370</b>	<b>\$23,182</b>	<b>\$10,130</b>	<b>\$13,021</b>	<b>\$18,969</b>	<b>\$15,139</b>	<b>\$6,012</b>	<b>\$10,291</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$146,747</b>

**CAPITAL REGION CDD  
GENERAL FUND  
FY 2020**

Description	ADOPTED BUDGET	October	November	December	January	February	March	April	May	June	July	August	September	Year to Date
<i><u>Maintenance:</u></i>														
Management Fees	\$126,000	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$10,500	\$0	\$0	\$0	\$94,500
Security	\$10,000	\$5,738	\$105	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,843
Communications	\$10,000	\$500	\$500	\$0	\$500	\$500	\$500	\$500	\$500	\$500	\$0	\$0	\$0	\$4,000
Utilities	\$45,000	\$6,293	\$2,494	\$2,658	\$2,167	\$1,820	\$3,603	\$7,450	\$9,897	\$6,245	\$0	\$0	\$0	\$42,626
Landscape Maintenance - Contract	\$879,249	\$73,271	\$73,271	\$73,271	\$73,271	\$73,271	\$73,271	\$73,271	\$73,271	\$73,271	\$0	\$0	\$0	\$659,437
Landscape Maintenance - New Units/Street Trees	\$7,500	\$5	\$5	\$5	\$71	\$5	\$5	\$5	\$5	\$5	\$0	\$0	\$0	\$111
Pond Maintenance - Contract	\$5,000	\$0	\$0	\$865	\$0	\$0	\$0	\$865	\$0	\$0	\$0	\$0	\$0	\$1,730
Pond Repairs - Current Units	\$30,000	\$5,043	\$6,275	\$74	\$0	\$2,775	\$6,984	\$976	\$1,113	\$10,656	\$0	\$0	\$0	\$33,894
Pond Repairs - New Units	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SWMF Operating Permit Fees	\$5,508	\$25	\$0	\$0	\$0	\$0	\$0	\$918	\$0	\$3,213	\$0	\$0	\$0	\$4,156
Irrigation Maintenance - Contract	\$49,604	\$4,134	\$4,134	\$4,134	\$4,134	\$4,134	\$4,134	\$4,134	\$4,134	\$4,134	\$0	\$0	\$0	\$37,203
Irrigation Maintenance - New Units	\$500	\$0	\$0	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$0	\$0	\$0	\$21
Irrigation Repairs - Current Units	\$40,000	\$1,498	\$1,426	\$990	\$7,349	\$2,482	\$4,499	\$6,749	\$8,668	\$3,908	\$0	\$0	\$0	\$37,569
Irrigation Systems Upgrades	\$1,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700	\$0	\$0	\$0	\$700
Preserve Maintenance	\$40,000	\$7,842	\$735	\$3,452	\$5,611	\$0	\$14,299	\$4,508	\$666	\$1,467	\$0	\$0	\$0	\$38,579
Tot Lot Inspection/Maintenance	\$5,000	\$0	\$0	\$0	\$0	\$0	\$1,856	\$480	\$415	\$300	\$0	\$0	\$0	\$3,051
Tree Removal/Trimming/Cleanup	\$35,000	\$0	\$1,500	\$0	\$3,330	\$1,220	\$0	\$2,400	\$1,203	\$7,718	\$0	\$0	\$0	\$17,371
Alleyway Maintenance	\$5,000	\$600	\$0	\$0	\$0	\$0	\$0	\$0	\$1,450	\$1,442	\$0	\$0	\$0	\$3,492
Miscellaneous Maintenance	\$7,500	\$2,000	\$1,738	\$953	\$42	\$513	\$0	\$469	\$63	\$2,307	\$0	\$0	\$0	\$8,085
Special Events	\$5,000	-\$350	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$350
Other-Contingency	\$5,000	\$0	\$0	\$545	\$0	\$163	\$30	\$1,079	\$0	\$832	\$0	\$0	\$0	\$2,648
Capital Expenditures	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve for Capital - R&R	\$94,209	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Common Area Maintenance	\$8,000	\$1,159	\$391	\$0	\$872	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,421
<b>Total Maintenance</b>	<b>\$1,440,820</b>	<b>\$118,257</b>	<b>\$103,072</b>	<b>\$97,448</b>	<b>\$107,848</b>	<b>\$97,385</b>	<b>\$119,682</b>	<b>\$114,306</b>	<b>\$111,888</b>	<b>\$127,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$997,087</b>
<b>Total Recreatin Facility</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Expenditures</b>	<b>\$1,657,800</b>	<b>\$161,889</b>	<b>\$109,442</b>	<b>\$120,631</b>	<b>\$117,979</b>	<b>\$110,406</b>	<b>\$138,651</b>	<b>\$129,444</b>	<b>\$117,900</b>	<b>\$137,491</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,143,834</b>
<b>Interfund Tranfer In/(Out)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Excess Revenues (Expenditures)</b>	<b>\$0</b>	<b>(\$129,465)</b>	<b>\$72,226</b>	<b>\$837,019</b>	<b>(\$45,168)</b>	<b>(\$60,843)</b>	<b>(\$87,096)</b>	<b>(\$82,342)</b>	<b>(\$81,288)</b>	<b>(\$88,387)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$334,656</b>

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**CAPITAL RESERVE**  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED BUDGET THRU 06/30/20</u>	<u>ACTUAL THRU 06/30/20</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Capital Reserve Contribution	\$119,209	\$0	\$0	\$0
<b><i>TOTAL REVENUES</i></b>	<b><u>\$119,209</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>
<b><u>EXPENDITURES:</u></b>				
Reserve for Capital - R&R	\$0	\$0	\$18,308	(\$18,308)
Other Charges	\$600	\$450	\$375	\$75
<b><i>TOTAL EXPENDITURES</i></b>	<b><u>\$600</u></b>	<b><u>\$450</u></b>	<b><u>\$18,683</u></b>	<b><u>(\$18,233)</u></b>
<b><i>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</i></b>	<b><u>\$118,609</u></b>	<b><u>(450.00)</u></b>	<b><u>(18,682.74)</u></b>	<b><u>(18,232.74)</u></b>
FUND BALANCE - Beginning	\$102,095		\$72,998	
FUND BALANCE - Ending	<b><u>\$220,704</u></b>		<b><u>\$54,315</u></b>	

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2011A1 & A2**  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

<u>DESCRIPTION</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED BUDGET THRU 06/30/20</u>	<u>ACTUAL THRU 06/30/20</u>	<u>VARIANCE</u>
<b><u>REVENUES:</u></b>				
Special Assessments - Residential	\$379,445	\$379,445	\$381,362	\$1,917
Interest Income	\$1,000	\$750	\$3,190	\$2,440
<b><i>TOTAL REVENUES</i></b>	<b><u>\$380,445</u></b>	<b><u>\$380,195</u></b>	<b><u>\$384,552</u></b>	<b><u>\$4,357</u></b>
<b><u>EXPENDITURES:</u></b>				
<b><u>SERIES 2011-A1</u></b>				
Interest - 11/1 - 2011A1	\$85,659	\$85,659	\$85,659	\$0
Interest - 5/1 - 2011A1	\$85,659	\$85,659	\$85,659	\$0
Principal - 5/1 - 2011A1	\$200,000	\$200,000	\$200,000	\$0
Special Call - 5/1 2011A1	\$0	\$0	\$15,000	(\$15,000)
<b><i>TOTAL EXPENDITURES</i></b>	<b><u>\$371,318</u></b>	<b><u>\$371,318</u></b>	<b><u>\$386,318</u></b>	<b><u>(\$15,000)</u></b>
<b><i>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</i></b>	<b><u>\$9,127</u></b>	<b><u>\$8,877</u></b>	<b><u>(\$1,766)</u></b>	<b><u>(\$10,643)</u></b>
FUND BALANCE - Beginning	\$96,300		\$281,986	
FUND BALANCE - Ending	<u>\$105,427</u>		<u>\$280,220</u>	

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2013A**  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessments - Residential	\$381,326	\$381,326	\$383,480	\$2,154
Special Assessments - Commercial	\$480,848	\$480,848	\$482,802	\$1,954
Interest Income	\$2,500	\$1,875	\$8,532	\$6,657
<b>TOTAL REVENUES</b>	<b>\$864,674</b>	<b>\$864,049</b>	<b>\$874,813</b>	<b>\$10,765</b>
<b><u>EXPENDITURES:</u></b>				
Interest- 11/1	\$215,209	\$215,209	\$215,209	\$0
Interest - 5/1	\$215,209	\$215,209	\$215,209	\$0
Principal - 5/1	\$440,000	\$440,000	\$440,000	\$0
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
<b>TOTAL EXPENDITURES</b>	<b>\$870,418</b>	<b>\$870,418</b>	<b>\$875,418</b>	<b>(\$5,000)</b>
<b>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</b>	<b>(\$5,744)</b>	<b>(\$6,369)</b>	<b>(\$604)</b>	<b>\$5,765</b>
FUND BALANCE - Beginning	\$347,730		\$782,482	
FUND BALANCE - Ending	<u>\$341,986</u>		<u>\$781,878</u>	

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2018A1**  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

DESCRIPTION	PROPOSED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessments - Residential	\$142,918	\$142,918	\$143,725	\$808
Special Assessments - Commercial	\$77,165	\$77,165	\$77,486	\$321
Special Assessments - Direct	\$1,086,011	\$760,207	\$760,207	\$0
Interest Income	\$2,500	\$1,875	\$5,905	\$4,030
<b>TOTAL REVENUES</b>	<b>\$1,308,594</b>	<b>\$982,165</b>	<b>\$987,324</b>	<b>\$5,159</b>
<b><u>EXPENDITURES:</u></b>				
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	\$401,650	\$401,547	\$103
Principal - 5/1	\$510,000	\$510,000	\$510,000	\$0
Special Call - 5/1	\$0	\$0	\$15,000	(\$15,000)
<b>TOTAL EXPENDITURES</b>	<b>\$1,313,300</b>	<b>\$1,313,300</b>	<b>\$1,333,197</b>	<b>(\$19,897)</b>
<b>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</b>	<b>(\$4,706)</b>	<b>(\$331,135)</b>	<b>(\$345,873)</b>	<b>(\$14,738)</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(\$4,706)</b>	<b>(\$331,135)</b>	<b>(\$345,873)</b>	<b>(\$14,738)</b>
FUND BALANCE - Beginning	\$463,753		\$1,069,347	
FUND BALANCE - Ending	<u>\$459,047</u>		<u>\$723,474</u>	

**CAPITAL REGION**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**DEBT SERVICE FUND - SERIES 2018A2**  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Period Ended June 30, 2020

DESCRIPTION	PROPOSED BUDGET	PRORATED BUDGET THRU 06/30/20	ACTUAL THRU 06/30/20	VARIANCE
<b><u>REVENUES:</u></b>				
Special Assessments - Residential	\$273,055	\$273,055	\$275,786	\$2,731
Interest Income	\$2,500	\$1,875	\$1,810	(\$65)
<b>TOTAL REVENUES</b>	<b>\$275,555</b>	<b>\$274,930</b>	<b>\$277,596</b>	<b>\$2,666</b>
<b><u>EXPENDITURES:</u></b>				
Interest - 11/1	\$55,096	\$55,096	\$55,096	\$0
Interest - 5/1	\$55,096	\$55,096	\$55,096	\$0
Principal - 5/1	\$165,000	\$165,000	\$165,000	\$0
Special Call - 5/1	\$0	\$0	\$5,000	(\$5,000)
<b>TOTAL EXPENDITURES</b>	<b>\$275,192</b>	<b>\$275,192</b>	<b>\$280,191</b>	<b>(\$5,000)</b>
<b>EXCESS (DEFICIT) OF REVENUES OVER EXPENDITURES</b>	<b>\$363</b>	<b>(\$262)</b>	<b>(\$2,596)</b>	<b>(\$2,334)</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>\$363</b>	<b>(\$262)</b>	<b>(\$2,596)</b>	<b>(\$2,334)</b>
FUND BALANCE - Beginning	\$58,522		\$196,099	
FUND BALANCE - Ending	<u>\$58,885</u>		<u>\$193,504</u>	

*D.*

**CAPITAL REGION CDD  
ASSESSMENT RECEIPTS FISCAL YEAR 2020**

ASSESSED TO	# UNITS	SERIES 2008 / 2018-1 RESIDENTIAL	SERIES 2008 / 2018-1 COMMERCIAL	SERIES 2011A-1 RESIDENTIAL	SERIES 2011A-2 / 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	TOTAL DEBT SERVICE	FISCAL YEAR 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
<b>TOTAL NET ASSESSED</b>	<b>4,683.58</b>	<b>142,917.85</b>	<b>1,163,175.90</b>	<b>379,444.65</b>	<b>274,147.35</b>	<b>381,324.91</b>	<b>480,803.85</b>	<b>2,821,814.51</b>	<b>1,560,438.00</b>	<b>4,382,252.51</b>

RECEIVED BY		SERIES 2008 / 2018-1 RESIDENTIAL	SERIES 2008 / 2018-1 COMMERCIAL	SERIES 2011A-1 RESIDENTIAL	SERIES 2011A-2 / 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	TOTAL DEBT SERVICE	FISCAL YEAR 2020 O&M	TOTAL COLLECTED NET
ST JOE COMPANY		-	760,207.63	-	-	-	-	760,207.63	315,965.00	1,076,172.63
<b>TOTAL DUE DIRECT INVOICE</b>		-	<b>325,803.27</b>	-	-	-	-	<b>325,803.27</b>	<b>63,193.05</b>	<b>388,996.32</b>
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
LEON CO DIST 7	2/19/2020	3,214.71	-	11,060.07	1,901.90	8,577.29	-	24,753.97	16,720.17	41,474.14
LEON CO DIST 8	3/16/2020	1,316.47	2,566.28	2,980.85	-	3,512.53	15,990.09	26,366.22	18,592.26	44,958.48
LEON CO DIST 9	4/9/2020	2,779.61	-	8,232.38	3,441.26	7,416.39	-	21,869.64	14,616.91	36,486.55
LEON CO DIST 10	5/21/2020	628.19	178.74	2,708.78	-	1,676.09	1,113.68	6,305.48	4,357.67	10,663.15
INTEREST	6/3/2020	-	-	-	-	-	-	-	137.00	137.00
LEON CO DIST 11	6/9/2020	413.94	537.31	1,753.03	-	1,104.44	3,347.88	7,156.60	5,028.49	12,185.09
TAX CERTIFICATES	6/16/2020	1,770.80	-	1,186.50	11,114.89	4,724.75	-	18,796.94	11,929.15	30,726.09
		-	-	-	-	-	-	-	-	-
<b>TOTAL RECEIVED TAX ROLL</b>		<b>143,725.42</b>	<b>77,485.70</b>	<b>381,361.72</b>	<b>275,786.10</b>	<b>383,479.59</b>	<b>482,802.06</b>	<b>1,744,640.59</b>	<b>1,187,385.69</b>	<b>2,932,026.28</b>
<b>TOTAL DUE TAX ROLL</b>		<b>(807.57)</b>	<b>(320.70)</b>	<b>(1,917.07)</b>	<b>(1,638.75)</b>	<b>(2,154.68)</b>	<b>(1,998.21)</b>	<b>(8,836.98)</b>	<b>(6,105.74)</b>	<b>(14,942.72)</b>

PERCENT RECEIVED	SERIES 2008 / 2018-1 RESIDENTIAL	SERIES 2008 / 2018-1 COMMERCIAL	SERIES 2011A-1 RESIDENTIAL	SERIES 2011A-2 / 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	TOTAL DEBT SERVICE	FISCAL YEAR 2019 O&M	TOTAL
% RECEIVED DIRECT INVOICE	0.00%	70.00%	0.00%	0.00%	0.00%	0.00%	70.00%	83.33%	73.45%
% RECEIVED TAX ROLL	100.57%	100.42%	100.51%	100.60%	100.57%	100.42%	100.51%	100.52%	100.51%

*E.*

**Capital Region**  
**Community Development District**  
**Check Register Summary**  
**General Fund**

7/1/2020 - 7/31/2020

<i>Check Date</i>	<i>Check #'s</i>	<i>Total Amount</i>	
7/11/2020	2507-2513	\$	26,230.10
<b>Total</b>		<b>\$</b>	<b>26,230.10</b>

\* FedEx invoices will be provided upon request

\*\*\* CHECK DATES 07/01/2020 - 07/31/2020 \*\*\*

CAPITAL REGION - GENERAL FUND

BANK B CAPITAL REGION - GEN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/11/20	00024	6/29/20 191970	202006 320-57200-46490	TRIM LOW LIMBS-CARROL PRK	*	480.00	
		6/29/20 191971	202006 320-57200-46450	IRRIGATION ZONE L C13-U10	*	257.79	
		6/29/20 191972	202006 320-57200-46450	REPLACE SOLENOID C2-U5	*	336.53	
		6/29/20 191973	202006 320-57200-46450	CAP PIPE/FOUR OAKS C3 U1	*	27.50	
		6/29/20 191974	202006 320-57200-46450	IRRIGATION REPAIR C5-U3	*	91.00	
		7/07/20 192031	202006 320-57200-46450	VALVE REPLACE-C6 CNTRL PK	*	282.20	
		7/07/20 192034	202006 320-57200-47000	BUTTERFLY GARDEN-HAND WEE	*	231.00	
		7/07/20 192036	202007 320-57200-46490	SHUMARD/AVON PRK STORM DB	*	307.75	
				ALL-PRO LAND CARE OF TALLAHASSEE			2,013.77 002507
7/11/20	00126	7/08/20 1930420	202006 310-51300-31100	SERVICE THRU 6/30/2020	*	453.39	
				ATKINS NORTH AMERICA, INC.			453.39 002508
7/11/20	00167	7/01/20 000452	202007 320-57200-34010	JULY 2020 WEBSITE MGMT	*	500.00	
				BULLDOG STRATEGY GROUP, LLC			500.00 002509
7/11/20	00029	6/29/20 JUNE2020	202006 320-57200-43000	JUNE 2020 SERVICES	*	6,245.29	
				CITY OF TALLAHASSEE - UTILITIES			6,245.29 002510
7/11/20	00268	5/28/20 1900	202006 320-57200-46465	IRRIGATION DESIGN-SWOOD	*	700.00	
				CLARK IRRIGATION DESIGN &			700.00 002511
7/11/20	00061	7/01/20 420	202007 310-51300-34000	JULY 2020 MGMT FEES	*	4,051.67	
		7/01/20 420	202007 310-51300-35100	JULY 2020 INFORMATION TEC	*	233.33	
		7/01/20 420	202007 310-51300-31300	JULY 2020 DISSEMINATION	*	608.33	
		7/01/20 420	202007 310-51300-51000	JULY 2020 OFFICE SUPPLIES	*	15.45	
		7/01/20 420	202007 310-51300-42000	JULY 2020 POSTAGE	*	13.90	
		7/01/20 420	202007 310-51300-42500	JULY 2020 COPIES	*	233.85	

CAPR CAPITAL REGION MPHILLIPS

AP300R  
 \*\*\* CHECK DATES 07/01/2020 - 07/31/2020 \*\*\*

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 8/01/20 PAGE 2  
 CAPITAL REGION - GENERAL FUND  
 BANK B CAPITAL REGION - GEN

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		7/01/20 420	202007 310-51300-41000		*	61.12	
		JULY 2020 PHONE					
		7/01/20 421	202007 320-57200-34000		*	10,500.00	
		JULY 2020 FIELD OPER.MGMT					
				GOVERNMENTAL MANAGEMENT SERVICES			15,717.65 002512
7/11/20 00022		7/05/20 20039	202007 310-51300-32300		*	600.00	
		SERIES 2018 FYE 2/29/2020					
				GRAU & ASSOCIATES			600.00 002513
				TOTAL FOR BANK B		26,230.10	
				TOTAL FOR REGISTER		26,230.10	

CAPR CAPITAL REGION MPHILLIPS

## *FOURTH ORDER OF BUSINESS*

***Approved Budget  
Fiscal Year 2021***

***Capital Region  
Community Development District***

***August 13, 2020***



# **Capital Region Community Development District**

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# Capital Region

## Community Development District

## General Fund

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021	Changes at 7/9/2020	Approved Budget FY 2021
<b><i>Revenues</i></b>							
Special Assessment - On Roll	\$1,181,280	\$1,187,386	\$0	\$1,187,386	\$1,236,552	\$0	\$1,236,552
Special Assessment - Direct - St Joe	\$379,158	\$284,369	\$94,790	\$379,158	405,407	\$13,471	391,936
Interest Income/Misc. Revenue	\$2,500	\$6,736	\$2,747	\$9,483	\$8,000	\$1,400	\$9,400
Carry Forward Surplus	\$94,863	\$162,292	\$0	\$162,292	\$76,863	\$20,871	\$97,734
<b>TOTAL REVENUES</b>	<b>\$1,657,800</b>	<b>\$1,640,782</b>	<b>\$97,537</b>	<b>\$1,738,319</b>	<b>\$1,726,821</b>	<b>\$35,742</b>	<b>\$1,735,621</b>
<b><i>Expenditures</i></b>							
<b><i>Administrative</i></b>							
Supervisor Fees	\$6,000	\$4,800	\$2,000	\$6,800	\$12,000	(\$6,000)	\$6,000
FICA	\$459	\$367	\$153	\$520	\$918	(\$459)	\$459
Engineering	\$30,000	\$13,004	\$16,996	\$30,000	\$30,000	\$0	\$30,000
Arbitrage	\$3,750	\$600	\$1,200	\$1,800	\$1,800	\$0	\$1,800
Dissemination	\$7,300	\$5,475	\$1,825	\$7,300	\$7,300	\$0	\$7,300
Attorney	\$57,000	\$30,004	\$26,996	\$57,000	\$57,000	\$0	\$57,000
Annual Audit	\$4,000	\$4,250	\$0	\$4,250	\$4,550	\$0	\$4,550
Annual Report	\$500	\$0	\$500	\$500	\$500	\$0	\$500
Trustee Fees	\$14,000	\$15,516	\$0	\$15,516	\$15,520	\$0	\$15,520
Assessment Roll Services	\$11,500	\$11,500	\$0	\$11,500	\$11,500	\$0	\$11,500
Management Fees	\$48,620	\$36,465	\$12,155	\$48,620	\$48,620	\$0	\$48,620
Information Technology	\$2,800	\$2,100	\$700	\$2,800	\$2,800	\$0	\$2,800
Record Storage	\$150	\$0	\$150	\$150	\$150	\$0	\$150
Travel & Per Diem	\$1,750	\$733	\$767	\$1,500	\$2,000	(\$500)	\$1,500
Telephone	\$300	\$197	\$103	\$300	\$300	\$0	\$300
Postage	\$1,500	\$589	\$411	\$1,000	\$1,000	\$0	\$1,000
Printing & Binding	\$2,000	\$1,014	\$986	\$2,000	\$2,000	\$0	\$2,000
Insurance	\$16,627	\$16,738	\$0	\$16,738	\$18,412	\$0	\$18,412
Legal Advertising	\$3,500	\$1,801	\$1,699	\$3,500	\$3,500	\$0	\$3,500
Other Current Charges	\$1,600	\$1,346	\$254	\$1,600	\$1,600	\$0	\$1,600
Office Supplies	\$200	\$73	\$127	\$200	\$200	\$0	\$200
Dues, Licenses & Subscriptions	\$3,175	\$175	\$0	\$175	\$3,175	\$0	\$3,175
Capital Outlay	\$250	\$0	\$250	\$250	\$250	\$0	\$250
<b>TOTAL ADMINISTRATIVE EXPENDITURES</b>	<b>\$216,980</b>	<b>\$146,747</b>	<b>\$67,272</b>	<b>\$214,019</b>	<b>\$225,094</b>	<b>(\$6,959)</b>	<b>\$218,135</b>
<b><i>Field</i></b>							
Management Fees	\$126,000	\$94,500	\$31,500	\$126,000	\$126,000	\$0	\$126,000
Security	\$10,000	\$5,843	\$0	\$5,843	\$10,000	(\$4,000)	\$6,000
Communications	\$10,000	\$4,000	\$2,000	\$6,000	\$10,000	(\$4,000)	\$6,000
Utilities	\$45,000	\$42,626	\$14,209	\$56,835	\$45,000	\$0	\$45,000
Landscape Maintenance - Contract	\$879,249	\$659,437	\$219,812	\$879,249	\$983,735	\$0	\$983,735
Landscape Maintenance - New Units/Street Trees	\$7,500	\$111	\$7,389	\$7,500	\$10,000	(\$2,500)	\$7,500
Pond Maintenance - Contract	\$5,000	\$1,730	\$1,730	\$3,460	\$5,000	(\$1,500)	\$3,500
Pond Maintenance - New Units	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000
Pond Repairs - Current Units	\$30,000	\$33,894	\$0	\$33,894	\$30,000	\$5,000	\$35,000
Pond Repairs - New Units	\$1,500	\$0	\$1,500	\$1,500	\$1,500	\$0	\$1,500
SWMF Operating Permit Fees	\$5,508	\$4,156	\$1,352	\$5,508	\$8,262	\$0	\$8,262

# Capital Region

## Community Development District

## General Fund

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021	Changes at 7/9/2020	Approved Budget FY 2021
<b><i>Field (continued)</i></b>							
Irrigation Maintenance - Contract	\$49,604	\$37,203	\$12,401	\$49,604	\$51,030	\$0	\$51,030
Irrigation Maintenance - New Units	\$500	\$21	\$479	\$500	\$500	\$0	\$500
Irrigation Repairs - Current Units	\$40,000	\$37,569	\$2,431	\$40,000	\$40,000	\$0	\$40,000
Irrigation System Upgrades	\$1,250	\$700	\$1,250	\$1,950	\$1,250	\$0	\$1,250
Preserve Maintenance	\$40,000	\$38,579	\$1,421	\$40,000	\$40,000	\$0	\$40,000
Tot Lot Inspection/Maintenance	\$5,000	\$3,051	\$1,949	\$5,000	\$5,000	\$0	\$5,000
Tree Removal/Trimming/Cleanup	\$35,000	\$17,371	\$17,629	\$35,000	\$35,000	\$0	\$35,000
Alleyway Maintenance	\$5,000	\$3,492	\$1,508	\$5,000	\$5,000	\$0	\$5,000
Miscellaneous Maintenance	\$7,500	\$8,085	\$0	\$8,085	\$7,500	(\$2,500)	\$5,000
Special Events	\$5,000	(\$350)	\$4,650	\$4,300	\$5,000	\$0	\$5,000
Other - Contingency	\$5,000	\$2,648	\$2,352	\$5,000	\$5,000	(\$2,000)	\$3,000
Capital Expenditures	\$25,000	\$0	\$25,000	\$25,000	\$25,000	(\$16,000)	\$9,000
Reserve for Capital - R&R	\$94,209	\$0	\$94,209	\$94,209	\$94,209	(\$5,000)	\$89,209
Common Area Maintenance	\$8,000	\$2,421	\$5,579	\$8,000	\$8,000	(\$3,000)	\$5,000
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$1,440,820</b>	<b>\$997,087</b>	<b>\$450,350</b>	<b>\$1,447,437</b>	<b>\$1,552,986</b>	<b>(\$35,500)</b>	<b>\$1,517,486</b>
<b>TOTAL EXPENDITURES</b>	<b>\$1,657,801</b>	<b>\$1,143,834</b>	<b>\$517,622</b>	<b>\$1,661,456</b>	<b>\$1,778,081</b>	<b>(\$42,459)</b>	<b>\$1,735,622</b>
<b>EXCESS REVENUES OVER EXPENDITURES</b>	<b>(\$0)</b>	<b>\$496,948</b>	<b>(\$420,085)</b>	<b>\$76,863</b>	<b>-\$51,259</b>	<b>\$78,201</b>	<b>\$0</b>

# Capital Region

## Community Development District

### Assessment Allocation

		FY 2018	FY 2019	FY 2020	FY 2021
Net Assessment		\$1,117,424	\$1,133,370	\$1,181,280	\$1,236,552
Plus Collection Fees (7%)		\$84,107	\$85,307	\$88,914	\$93,074
Gross Assessments		\$1,201,531	\$1,218,678	\$1,270,193	\$1,329,625.42
No. of Units		2,760	2,859	2,992	3,264
					0.00% increase
Lot Size	# of Units	Gross Per Unit Amount FY 2018	Gross Per Unit Amount FY 2019	Gross Per Unit Amount FY 2020	Gross Per Unit Amount FY 2021
Apartments	1,229	\$215.02	\$215.02	\$215.02	\$215.02
Towns	252	\$206.91	\$206.91	\$206.91	\$206.91
Duplex	0	\$0.00	\$217.70	\$217.70	\$217.70
30s	53	\$226.62	\$226.62	\$226.62	\$226.62
40s	224	\$241.40	\$241.40	\$241.40	\$241.40
55s	270	\$293.12	\$293.12	\$293.12	\$293.12
65s	312	\$362.10	\$362.10	\$362.10	\$362.10
75s	194	\$413.82	\$413.82	\$413.82	\$413.82
85s	102	\$450.37	\$450.37	\$450.37	\$450.37
90s	15	\$509.07	\$509.07	\$509.07	\$509.07
100s	166	\$517.29	\$517.29	\$517.29	\$517.29
1/2 Ac	142	\$620.75	\$620.75	\$620.75	\$620.75
1Ac	40	\$810.42	\$810.42	\$810.42	\$810.42
ACLF	101	\$0.00	\$108.59	\$108.59	\$108.59
Blended Commercial	162	\$2,414.59	\$2,414.59	\$2,414.59	\$2,414.59
Golf Club	1	\$13,259.51	\$13,259.51	\$13,259.51	\$13,259.51
Catholic School	1	\$0.00	\$0.00	\$0.00	\$0.00
Southwood House	0	\$0.00	\$941.69	\$941.69	\$941.69
Total	3264				

### **REVENUES**

#### **Maintenance Assessments**

The District will levy a non ad-valorem special assessment on all taxable property within the District to fund all of the General Operating Expenditures for the fiscal year.

#### **Interest Income**

The District will have all excess funds invested with the State Board of Administration. The amount is based upon the estimated average balance of funds available during the fiscal year.

### **EXPENDITURES**

#### **Administrative:**

##### **Supervisor Fees**

The Florida Statutes allows each board member to receive \$200 per meeting no to exceed \$4,800 in one year. The amount for the fiscal year is based upon all five supervisors attending the estimated 6 annual meetings.

##### **FICA Expense**

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

##### **Engineering Fees**

The District's engineer (Atkins) will be providing limited engineering services to the District including attendance as needed and preparation for board meetings, review and execute of documents under the District's trust indenture and monitoring of District projects. Additionally The District utilizes Dantin Engineering on an assigned project basis and for engineering consulting services.

##### **Arbitrage**

The District is required to annually have an arbitrage rebate calculation on the District's Series 2008A Capital Improvement Revenue Bonds, Series 2011A-1 and 2011A-2 Capital Improvement Revenue Refunding Bonds, and the Series 2013 Capital Improvement Revenue Bonds & Series 2018A1/A2 Capital Improvement Revenue Refunding Bonds. Currently the District has contracted with Grau & Associates, an independent certified public accounting firm, to calculate the rebate liability and submit a report to the District.

##### **Dissemination Agent**

The District is required by the Security and Exchange Commission to comply with Rule 15(c) (2)-12(b) (5), which relates to additional reporting requirements for un-rated bond issues. The District has contracted with GMS, LLC to provide this service.

##### **Attorney**

The District's legal counsel will be providing general legal services to the District, i.e., attendance and preparation for monthly meetings, review operating and maintenance contracts.

##### **Annual Audit**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

##### **Trustee Fees**

The District issued Series 2008A Capital Improvement Revenue Bonds, Series 2011A1-A2 Capital Improvement Revenue Refunding Bonds and Series 2013 Capital Improvement Revenue Bonds & Series 2018A1/A2 Capital Improvement Revenue refunding Bonds which are held with a Trustee at US Bank. The amount of the trustee fees is based on the agreement between US Bank and the District.

##### **Assessment Roll**

Governmental Management Services serves as the District's collection agent and certifies the District's non-ad valorem assessment with the county tax collector.

##### **Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services.

##### **Information Technology**

The District processes all its financial activities, i.e., accounts payable, financial statements, etc. on a mainframe computer leased by Governmental Management Services.

### **Records Storage**

*The District's Records will be stored off site at Iron Mountain.*

### **Travel & Per Diem**

*Travel expenses to attend meetings, conferences, etc.*

### **Telephone**

*Telephone for agenda calls or monthly meetings.*

### **Postage**

*Mailing of agenda packages, overnight deliveries, correspondence, etc.*

### **Printing & Binding**

*Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.*

### **Insurance**

*The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance. Florida Insurance Alliance specializes in providing insurance coverage to governmental agencies.*

### **Legal Advertising**

*The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.*

### **Other Current Charges**

*Bank charges and any other miscellaneous expenses that are incurred during the year.*

**Office Supplies** *Miscellaneous office supplies.*

### **Dues, Licenses & Subscriptions**

*The District is required to pay an annual fee to the Department of Economic Opportunity for \$175. Membership with the Florida Association of Special Districts is provided to Supervisors and Staff.*

### **Capital Outlay**

*Represents any minor capital expenditures the District may need to make during the Fiscal Year.*

### **Maintenance:**

#### **Field Management Fees**

*The District has contracted with GMS, LLC for the supervision and on-site management of Capital Region Community Development District. Their responsibilities include management of field services contracts such as landscape maintenance, ponds maintenance, and security patrols, oversight of capital assets and coordination of maintenance, repairs and replacement of capital assets.*

#### **Security**

*The District has contracted with Barkley Security Agency for security Services, to include patrol of District owned properties. The District also contracts with TPD for additional patrol services with law enforcement agencies on an as- needed basis.*

#### **Communications**

*The District has contracted Bulldog Strategy Group for professional public relations and communications services, to include maintenance of existing District communications tools and systems, monitoring of District issues and policies, and advisement of Board and staff regarding communications.*

#### **Landscape/Pond/Irrigation Maintenance**

*The District has contracted with All Pro Land Care of Tallahassee, Inc. to provide landscaping, pond and irrigation maintenance services to all the common areas within the District. Services include mowing, trimming, fertilization, maintenance of irrigations systems, and trimming of District owned trees.*

# Capital Region

## Community Development District

## General Fund

### Maintenance: (continued)

#### Landscape/Pond/Irrigation Maintenance (continued)

Contracts	Monthly	Annual
<i>Landscape Maintenance – Contract</i>	\$81,978	\$983,735
Landscape Maintenance – New Units/Street Trees	\$833	\$10,000
 Pond Maintenance – Contract	\$417	\$5,000
Pond Maintenance – New Units	\$83	\$1,000
 Pond Repairs – Current Units	\$2,500	\$30,000
Pond Repairs – New Units	\$125	\$1,500
 Irrigation Maintenance – Contract	\$4,253	\$51,030
Irrigation Maintenance – New Units	\$42	\$500
Irrigation Repairs – Current Units	\$3,333	\$40,000
<b>Total</b>	<b>\$93,564</b>	<b>\$1,122,765</b>

### SWMF Operating Permit Fees

The District pays the City of Tallahassee, Growth Management Department for inspection of and the administration needed to issue operating permits for District owned and maintained Storm Water facilities.

### Preserve Maintenance

The District has contracted with All Pro Land Care of Tallahassee, Inc. to maintain the various preserved areas within the District (listed as Park Maintenance), but also contacts out work in other preserve areas to various contractors.

### Tot-Lot Inspection Maintenance

The District owns a recreational area that requires monthly inspection and repairs/replacements as well as mulch twice a year.

### Alleyway Maintenance

The District conducts repairs and maintenance of the District-owned alleyways.

### Miscellaneous Maintenance

Unscheduled repairs and maintenance to the District's facilities not allocated to a particular area.

### Utilities

The cost of electricity and Irrigation Water for Capital Region CDD for the following accounts:

Account#	Service Address	Monthly	Annual
1680485610	3766 Greyfield Dr - Pump 1	\$100	\$1,200
1780485610	2150 Merchants Row Blvd - Pump	\$50	\$600
1894063223	2380 E Orange Ave Irr	\$450	\$5,400
2429471295	3564 S Blair Stone Rd Reclaim	\$75	\$900
2780485610	2588 Merchants Row Blvd - Pump	\$50	\$600
3077919780	3136 Dickinson Dr.	\$50	\$600
3183002658	3001 School House Rd Reclaimed	\$200	\$2,400
3541485610	2301 E Orange Ave, Irr/3591 Strolling Way	\$50	\$600
3543485610	3701 Mossy Creek Ln - Unit 1	\$300	\$3,600
3680485610	3765 Grove Park Dr	\$50	\$600
4263972522	3029 Dickinson Dr. Area Lights	\$75	\$900
4360485610	1900 Merchants Row-ENTRANCE	\$75	\$900
4680485610	3992 Four Oaks Blvd	\$50	\$600
5399698926	3252 Updike Ave IRR	\$50	\$600
6243485610	3700 Mossy Creek Ln- Pump	\$50	\$600
6948377092	1901 Merchants Row Blvd	\$50	\$600
7042865610	4580 Grove Park Dr - IRR	\$50	\$600

# Capital Region

## Community Development District

## General Fund

### Utilities (continued)

Account#	Service Address	Monthly	Annual
7670485610	3766 Greyfield Dr	\$50	\$600
8001821240	Various Locations- Area Lights	\$880	\$10,560
8270485610	3603 Capital Cir SE Irr.	\$450	\$5,400
8503683950	3751 Biltmore Ave - HYD	\$50	\$600
8965428817	3559 Four Oaks Blvd	\$50	\$600
9143451140	3700 Spider Lily Way	\$50	\$600
9356890232	4583 Grove Park Dr. Temp.	\$50	\$600
9413485610	3000 School House Road	\$50	\$600
9650988960	3751 Biltmore Ave - IRR	\$50	\$600
9674588544	Various Locations, Irrigation	\$50	\$600
9699066720	3145 Mulberry Park Blvd. Area Light	\$200	\$2,400
9778998416	2471 E Orange Ave. Irr.	\$45	\$540
<b>Total</b>		<b>\$ 3,750</b>	<b>\$45,000</b>

### Special Events

*Pops in the park.*

### Other Contingencies

*Unscheduled repairs and maintenance to the District's Facilities throughout the community.*

### Capital Expenditures

*Represents any new capital expenditures the District may need to make during the Fiscal Year.*

### Reserves for Capital Repairs and Replacements

*This Reserve funding is for the Capital Repairs and Replacements for the District's capital assets.*

# Capital Region

## Community Development District

## Capital Reserve

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021
<b>Revenues</b>					
Capital Reserve Contribution	\$119,209	\$0	\$94,209	\$94,209	\$89,209
Designated reserves	\$181,304	\$72,998	\$0	\$72,998	\$148,399
<b>TOTAL REVENUES</b>	<b>\$300,513</b>	<b>\$72,998</b>	<b>\$94,209</b>	<b>\$167,207</b>	<b>\$237,608</b>
<b>Expenditures</b>					
Reserve for Capital - R&R	\$0	\$18,308	\$0	\$18,308	\$0
Other Charges	\$600	\$375	\$124.85	\$499	\$600
<b>TOTAL EXPENDITURES</b>	<b>\$600</b>	<b>\$18,683</b>	<b>\$125</b>	<b>\$18,808</b>	<b>\$600</b>
<b>ASSIGNED FUND BALANCE</b>	<b>\$299,913</b>	<b>\$54,315</b>	<b>\$94,084</b>	<b>\$148,399</b>	<b>\$237,008</b>

# Capital Region

## Community Development District

## Debt Service Fund Series 2011A-1 Capital Improvement Revenue Bonds

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021
<b>Revenues</b>					
Special Assessment - Tax Collector	\$379,445	\$381,362	\$0	\$381,362	\$379,445
Interest Earned	\$1,000	\$3,190	\$100	\$3,290	\$1,000
Carry Forward Surplus <sup>(1)</sup>	\$96,300	\$96,293	\$0	\$96,293	\$94,327
<b>TOTAL REVENUES</b>	<b>\$476,745</b>	<b>\$480,845</b>	<b>\$100</b>	<b>\$480,945</b>	<b>\$474,772</b>
<b>Expenditures</b>					
<u>Series 2011A1</u>					
Interest - 11/1 - 2011A1	\$85,659	\$85,959	\$0	\$85,959	\$80,837
Interest - 5/1 - 2011A1	\$85,659	\$85,659	\$0	\$85,659	\$80,837
Principal - 5/1 - 2011A1	\$200,000	\$200,000	\$0	\$200,000	\$210,000
Special Call- 5/1 - 2011A1	\$0	\$15,000	\$0	\$15,000	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$371,318</b>	<b>\$386,618</b>	<b>\$0</b>	<b>\$386,618</b>	<b>\$371,673</b>
<b>EXCESS REVENUES OVER EXPENDITURES</b>	<b>\$105,427</b>	<b>\$94,227</b>	<b>\$100</b>	<b>\$94,327</b>	<b>\$103,099</b>

<sup>(1)</sup> Carry Forward Surplus is net of Reserve requirement

11/1/2021
Series 2011A1 \$76,028

# Capital Region

Community Development District

Series 2011A-1 Capital Improvement Revenue Bonds

A1 Term Bonds Due 5/1/2031

Debt Amortization

Date	Principal	Interest	Principal Balance	Calendar Year
11/01/20	\$0.00	\$80,836.50	\$3,040,000.00	\$80,836.50
05/01/21	\$210,000.00	\$80,836.50	\$2,830,000.00	
11/01/21	\$0.00	\$76,027.50	\$2,830,000.00	\$366,864.00
05/01/22	\$220,000.00	\$76,027.50	\$2,610,000.00	
11/01/22	\$0.00	\$70,912.50	\$2,610,000.00	\$366,940.00
05/01/23	\$230,000.00	\$70,912.50	\$2,380,000.00	
11/01/23	\$0.00	\$65,450.00	\$2,380,000.00	\$366,362.50
05/01/24	\$245,000.00	\$65,450.00	\$2,135,000.00	
11/01/24	\$0.00	\$58,712.50	\$2,135,000.00	\$369,162.50
05/01/25	\$260,000.00	\$58,712.50	\$1,875,000.00	
11/01/25	\$0.00	\$51,562.50	\$1,875,000.00	\$370,275.00
05/01/26	\$275,000.00	\$51,562.50	\$1,600,000.00	
11/01/26	\$0.00	\$44,000.00	\$1,600,000.00	\$370,562.50
05/01/27	\$290,000.00	\$44,000.00	\$1,310,000.00	
11/01/27	\$0.00	\$36,025.00	\$1,310,000.00	\$370,025.00
05/01/28	\$305,000.00	\$36,025.00	\$1,005,000.00	
11/01/28	\$0.00	\$27,637.50	\$1,005,000.00	\$368,662.50
05/01/29	\$320,000.00	\$27,637.50	\$685,000.00	
11/01/29	\$0.00	\$18,837.50	\$685,000.00	\$366,475.00
05/01/30	\$340,000.00	\$18,837.50	\$345,000.00	
11/01/30	\$0.00	\$9,487.50	\$345,000.00	\$368,325.00
05/01/31	\$345,000.00	\$9,487.50	\$0.00	\$354,487.50
totals	<u><u>\$3,040,000.00</u></u>	<u><u>\$1,078,978.00</u></u>		<u><u>\$4,118,978.00</u></u>

# Capital Region

## Community Development District

## Debt Service Fund Series 2013 Capital Improvement Refunding Bonds

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021
<b>Revenues</b>					
Special Assessment - Tax Collector	\$862,173	\$866,282	\$0	\$866,282	\$862,173
Interest Income	\$2,500	\$8,532	\$250	\$8,782	\$2,500
Carry Forward Surplus <sup>(1)</sup>	\$347,730	\$351,538	\$0	\$351,538	\$351,184
<b>TOTAL REVENUES</b>	<b>\$1,212,403</b>	<b>\$1,226,352</b>	<b>\$250</b>	<b>\$1,226,602</b>	<b>\$1,215,857</b>
<b>Expenditures</b>					
Interest - 11/1	\$215,209	\$215,209	\$0	\$215,209	\$205,856
Interest - 5/1	\$215,209	\$215,209	\$0	\$215,209	\$205,856
Principal - 5/1	\$440,000	\$440,000	\$0	\$440,000	\$455,000
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$870,418</b>	<b>\$875,418</b>	<b>\$0</b>	<b>\$875,418</b>	<b>\$866,713</b>
<b>EXCESS REVENUES OVER EXPENDITURES</b>	<b>\$341,985</b>	<b>\$350,934</b>	<b>\$250</b>	<b>\$351,184</b>	<b>\$349,144</b>

<sup>(1)</sup> Carry Forward Surplus is net of Reserve requirement

11/21 Interest Series 2013	\$195,619
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Lot Size	# of Units	Per Unit Amount	Gross Assessments	Net Assessments
Apartments	486	\$359	\$174,421	\$162,211
*Towns	82	\$327	\$26,828	\$24,950
40s	153	\$382	\$58,516	\$54,420
*55s	107	\$464	\$49,650	\$46,175
*65s	127	\$573	\$72,743	\$67,651
*75s	56	\$655	\$36,694	\$34,125
85s	77	\$710	\$54,642	\$50,817
*100s	40	\$818	\$32,736	\$30,444
*1/2 Ac	73	\$982	\$71,717	\$66,697
*1Ac	3	\$1,282	\$3,847	\$3,578
Epoch Apls (Acres)	1	\$3,806	\$5,386	\$5,009
Blended Commercial	113	\$6,321	\$339,888	\$316,095
<b>Total</b>	<b>1318</b>		<b>\$927,067</b>	<b>\$862,173</b>

\* Certain Units have a lower debt per unit amount

# Capital Region

Community Development District

Series 2013 Capital Improvement Refunding Bonds

A1 Term Bonds Due 5/1/2031

Debt Amortization

Date	Principal	Interest	Principal Balance	Calendar Year
11/01/20		\$205,856.25	\$7,435,000.00	\$205,856.25
05/01/21	\$455,000.00	\$205,856.25	\$6,980,000.00	
11/01/21		\$195,618.75	\$6,980,000.00	\$856,475.00
05/01/22	\$480,000.00	\$195,618.75	\$6,500,000.00	
11/01/22		\$184,338.75	\$6,500,000.00	\$859,957.50
05/01/23	\$500,000.00	\$184,338.75	\$6,000,000.00	
11/01/23		\$172,213.75	\$6,000,000.00	\$856,552.50
05/01/24	\$530,000.00	\$172,213.75	\$5,470,000.00	
11/01/24		\$158,831.25	\$5,470,000.00	\$861,045.00
05/01/25	\$550,000.00	\$158,831.25	\$4,920,000.00	
11/01/25		\$144,393.75	\$4,920,000.00	\$853,225.00
05/01/26	\$585,000.00	\$144,393.75	\$4,335,000.00	
11/01/26		\$127,575.00	\$4,335,000.00	\$856,968.75
05/01/27	\$620,000.00	\$127,575.00	\$3,715,000.00	
11/01/27		\$109,750.00	\$3,715,000.00	\$857,325.00
05/01/28	\$660,000.00	\$109,750.00	\$3,055,000.00	
11/01/28		\$90,775.00	\$3,055,000.00	\$860,525.00
05/01/29	\$700,000.00	\$90,775.00	\$2,355,000.00	
11/01/29		\$70,650.00	\$2,355,000.00	\$861,425.00
05/01/30	\$740,000.00	\$70,650.00	\$1,615,000.00	
11/01/30		\$48,450.00	\$1,615,000.00	\$859,100.00
05/01/31	\$785,000.00	\$48,450.00	\$830,000.00	
11/01/31		\$24,900.00	\$830,000.00	\$858,350.00
05/01/32	\$830,000.00	\$24,900.00	\$0.00	\$854,900.00
totals	<u><u>\$7,435,000.00</u></u>	<u><u>\$3,066,705.00</u></u>		<u><u>\$10,501,705.00</u></u>

# Capital Region

## Community Development District

## Debt Service Fund

### Series 2018A1 Capital Improvement Revenue Refunding Bonds

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021
<b>Revenues</b>					
Special Assessment - Tax Collector	\$220,083	\$221,211	\$0	\$221,211	\$220,083
Special Assessment - Direct	\$1,086,011	\$760,207	\$325,803	\$1,086,011	\$1,086,011
Interest Income	\$2,500	\$5,905	\$250	\$6,155	\$2,500
Carry Forward Surplus <sup>(1)</sup>	\$413,531	\$417,369	\$0	\$417,369	\$397,549
<b>TOTAL REVENUES</b>	<b>\$1,722,125</b>	<b>\$1,404,693</b>	<b>\$326,053</b>	<b>\$1,730,746</b>	<b>\$1,706,143</b>
<b>Expenditures</b>					
Interest - 11/1	\$401,650	\$401,650	\$0	\$401,650	\$391,131
Special Call - 11/1	\$0	\$5,000	\$0	\$5,000	\$0
Interest - 5/1	\$401,650	\$401,547	\$0	\$401,547	\$391,131
Principal - 5/1	\$510,000	\$510,000	\$0	\$510,000	\$530,000
Special Call - 5/1	\$0	\$15,000	\$0	\$15,000	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$1,313,300</b>	<b>\$1,333,197</b>	<b>\$0</b>	<b>\$1,333,197</b>	<b>\$1,312,263</b>
<b>EXCESS REVENUES OVER EXPENDITURES</b>	<b>\$408,825</b>	<b>\$71,496</b>	<b>\$326,053</b>	<b>\$397,549</b>	<b>\$393,881</b>

<sup>(1)</sup> Carry Forward Surplus is net of Reserve requirement

11/21 Interest Series 2018A1	\$380,200
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# Capital Region

## Community Development District

## Series 2018A1 Capital Improvement Revenue Refunding Bonds

### Debt Amortization

Date	Principal	Interest	Coupons	Principal Balance	Calendar Year
11/01/19		\$401,650.00		\$16,420,000.00	\$401,650.00
05/01/20	\$510,000.00	\$401,650.00	4.125%	\$16,420,000.00	
11/01/20		\$391,131.25		\$15,910,000.00	\$1,302,781.25
05/01/21	\$530,000.00	\$391,131.25	4.125%	\$15,910,000.00	
11/01/21		\$380,200.00		\$15,380,000.00	\$1,301,331.25
05/01/22	\$555,000.00	\$380,200.00	4.125%	\$15,380,000.00	
11/01/22		\$368,753.13		\$14,825,000.00	\$1,303,953.13
05/01/23	\$575,000.00	\$368,753.13	4.125%	\$14,825,000.00	
11/01/23		\$356,893.75		\$14,250,000.00	\$1,300,646.88
05/01/24	\$600,000.00	\$356,893.75	4.625%	\$14,250,000.00	
11/01/24		\$343,018.75		\$13,650,000.00	\$1,299,912.50
05/01/25	\$630,000.00	\$343,018.75	4.625%	\$13,650,000.00	
11/01/25		\$328,450.00		\$13,020,000.00	\$1,301,468.75
05/01/26	\$660,000.00	\$328,450.00	4.625%	\$13,020,000.00	
11/01/26		\$313,187.50		\$12,360,000.00	\$1,301,637.50
05/01/27	\$690,000.00	\$313,187.50	4.625%	\$12,360,000.00	
11/01/27		\$297,231.25		\$11,670,000.00	\$1,300,418.75
05/01/28	\$725,000.00	\$297,231.25	4.625%	\$11,670,000.00	
11/01/28		\$280,465.63		\$10,945,000.00	\$1,302,696.88
05/01/29	\$760,000.00	\$280,465.63	5.125%	\$10,945,000.00	
11/01/29		\$260,990.63		\$10,185,000.00	\$1,301,456.25
05/01/30	\$800,000.00	\$260,990.63	5.125%	\$10,185,000.00	
11/01/30		\$240,490.63		\$9,385,000.00	\$1,301,481.25
05/01/31	\$840,000.00	\$240,490.63	5.125%	\$9,385,000.00	
11/01/31		\$218,965.63		\$8,545,000.00	\$1,299,456.25
05/01/32	\$885,000.00	\$218,965.63	5.125%	\$8,545,000.00	
10/31/32		\$196,287.50		\$7,660,000.00	\$1,300,253.13
05/01/33	\$935,000.00	\$196,287.50	5.125%	\$7,660,000.00	
11/01/33		\$172,328.13		\$6,725,000.00	\$1,303,615.63
05/01/34	\$980,000.00	\$172,328.13	5.125%	\$6,725,000.00	
11/01/34		\$147,215.63		\$5,745,000.00	\$1,299,543.75
05/01/35	\$1,035,000.00	\$147,215.63	5.125%	\$5,745,000.00	
11/01/35		\$120,693.75		\$4,710,000.00	\$1,302,909.38
04/30/36	\$1,090,000.00	\$120,693.75	5.125%	\$4,710,000.00	
10/31/36		\$92,762.50		\$3,620,000.00	\$1,303,456.25
05/01/37	\$1,145,000.00	\$92,762.50	5.125%	\$3,620,000.00	
10/31/37		\$63,421.88		\$2,475,000.00	\$1,301,184.38
05/01/38	\$1,205,000.00	\$63,421.88	5.125%	\$2,475,000.00	
11/01/38		\$32,543.75		\$1,270,000.00	\$1,300,965.63
05/01/39	\$1,270,000.00	\$32,543.75	5.125%	\$1,270,000.00	\$1,302,543.75
totals	<u>\$16,420,000.00</u>	<u>\$10,013,362.50</u>			<u>\$26,433,362.50</u>

# Capital Region

## Community Development District

## Debt Service Fund

### Series 2018A2 Capital Improvement Revenue Refunding Bonds

Description	Adopted Budget FY 2020	Actual Thru 6/30/2020	Projected Next 3 Months	Total Projected 9/30/2020	Approved Budget FY 2021
<b>Revenues</b>					
Special Assessment - Tax Collector	\$273,055	\$275,786	\$0	\$275,786	\$273,055
Interest Income	\$2,500	\$1,810	\$250	\$2,060	\$2,500
Carry Forward Surplus <sup>(1)</sup>	\$58,522	\$59,572	\$0	\$59,572	\$57,226
<b>TOTAL REVENUES</b>	<b>\$334,077</b>	<b>\$337,167</b>	<b>\$250</b>	<b>\$337,417</b>	<b>\$332,781</b>
<b>Expenditures</b>					
Interest - 11/1	\$55,096	\$55,096	\$0	\$55,096	\$51,899
Interest - 5/1	\$55,096	\$55,096	\$0	\$55,096	\$51,899
Principal - 5/1	\$165,000	\$165,000	\$0	\$165,000	\$170,000
Special Call - 5/1	\$0	\$5,000	\$0	\$5,000	\$0
<b>TOTAL EXPENDITURES</b>	<b>\$275,191</b>	<b>\$280,191</b>	<b>\$0</b>	<b>\$280,191</b>	<b>\$273,798</b>
<b>EXCESS REVENUES OVER EXPENDITURES</b>	<b>\$58,886</b>	<b>\$56,976</b>	<b>\$250</b>	<b>\$57,226</b>	<b>\$58,984</b>

<sup>(1)</sup> Carry Forward Surplus is net of Reserve requirement

11/21 Interest Series 2018A2	\$48,605
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# Capital Region

Community Development District

Series 2018A2 Capital Improvement Revenue Refunding Bonds  
Debt Amortization

Date	Principal	Interest	Coupons	Principal Balance	Calendar Year
11/01/19		\$55,095.63		\$2,505,000.00	\$55,095.63
05/01/20	\$165,000.00	\$55,095.63	3.875%	\$2,505,000.00	
11/01/20		\$51,898.75		\$2,340,000.00	\$271,994.38
05/01/21	\$170,000.00	\$51,898.75	3.875%	\$2,340,000.00	
11/01/21		\$48,605.00		\$2,170,000.00	\$270,503.75
05/01/22	\$175,000.00	\$48,605.00	3.875%	\$2,170,000.00	
11/01/22		\$45,214.38		\$1,995,000.00	\$268,819.38
05/01/23	\$185,000.00	\$45,214.38	3.875%	\$1,995,000.00	
11/01/23		\$41,630.00		\$1,810,000.00	\$271,844.38
05/01/24	\$190,000.00	\$41,630.00	4.600%	\$1,810,000.00	
11/01/24		\$37,260.00		\$1,620,000.00	\$268,890.00
05/01/25	\$200,000.00	\$37,260.00	4.600%	\$1,620,000.00	
11/01/25		\$32,660.00		\$1,420,000.00	\$269,920.00
05/01/26	\$210,000.00	\$32,660.00	4.600%	\$1,420,000.00	
11/01/26		\$27,830.00		\$1,210,000.00	\$270,490.00
05/01/27	\$220,000.00	\$27,830.00	4.600%	\$1,210,000.00	
11/01/27		\$22,770.00		\$990,000.00	\$270,600.00
05/01/28	\$230,000.00	\$22,770.00	4.600%	\$990,000.00	
11/01/28		\$17,480.00		\$760,000.00	\$270,250.00
05/01/29	\$240,000.00	\$17,480.00	4.600%	\$760,000.00	
11/01/29		\$11,960.00		\$520,000.00	\$269,440.00
05/01/30	\$255,000.00	\$11,960.00	4.600%	\$520,000.00	
11/01/30		\$6,095.00		\$265,000.00	\$273,055.00
05/01/31	\$265,000.00	\$6,095.00	4.600%	\$265,000.00	\$271,095.00
totals	<u><u>\$2,505,000.00</u></u>	<u><u>\$796,997.50</u></u>			<u><u>\$3,301,997.50</u></u>

*A.*

## **RESOLUTION 2020-08**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2020, submitted to the Board of Supervisors (“**Board**”) of the Capital Region Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

**WHEREAS**, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Capital Region Community Development District for the Fiscal Year Ending September 30, 2021.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2020/2021, the sum of \$ \_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
SERIES 2011A-1 DEBT SERVICE FUND	\$ _____
SERIES 2013 DEBT SERVICE FUND	\$ _____
SERIES 2018A-1 DEBT SERVICE FUND	\$ _____
SERIES 2018A-2 DEBT SERVICE FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2020/2021 or within 60 days following the end of the Fiscal Year 2020/2021 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.

- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 13TH DAY OF AUGUST, 2020.**

ATTEST:

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_

Its: \_\_\_\_\_

*B.*

## RESOLUTION 2020-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020/2021; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Capital Region Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is located in the City of Tallahassee, Florida, and Leon County, Florida (“**County**”); and

**WHEREAS**, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”), attached hereto as **Exhibit “A,”** and

**WHEREAS**, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS**, the provision of such services, facilities, and operations is a benefit to lands within the District; and

**WHEREAS**, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

**WHEREAS**, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS**, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2020/2021; and

**WHEREAS**, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

**WHEREAS**, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

**WHEREAS**, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits A and B**, and is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits A and B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.**

- A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments for the Series 2018A-1 Bonds, Series 2011A-1 Bonds, Series 2018A-2 Bonds, and Series 2013 Bonds, imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits A and B**.
- B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments for the Series 2018A-1 Bonds, imposed on the Direct Collect Property shall be collected directly by the District in

accordance with Florida law, as set forth in **Exhibits A and B**. Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: (i) operation and maintenance special assessments directly collected by the District are due on a prorated monthly basis by the first day of each month beginning on October 1, 2020, and with the final payment on September 1, 2021; (ii) Series 2018A-1 Bonds debt service assessments directly collected by the District are due according to the following schedule: 20% due no later than February 1, 2021, 20% due no later than March 1, 2021, 30% due no later than April 1, 2021, 15% due no later than September 1, 2021, and 15% due no later than October 1, 2021.

- C. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2020/2021, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- D. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

**PASSED AND ADOPTED** this 13<sup>th</sup> day of August, 2020.

ATTEST:

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary

By:\_\_\_\_\_

Its:\_\_\_\_\_

**Exhibit A:** Fiscal Year 2020/2021 Budget  
**Exhibit B:** Assessment Roll (Uniform Method)  
Assessment Roll (Direct Collect)

*C.*

**AGREEMENT BY AND BETWEEN THE CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT AND THE ST. JOE COMPANY REGARDING THE  
DIRECT COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2020-2021**

This Agreement is made and entered into effective the 1st day of October, 2020, by and between:

**The Capital Region Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Tallahassee and Leon County, Florida (hereinafter "District"), and

**The St. Joe Company**, a Florida corporation and the owner of a portion of the property located within the boundaries of the District (hereinafter "Property Owner"). For purposes of this agreement, Property Owner's property is more particularly described in **Exhibit A** attached hereto (the "Property").

Recitals

WHEREAS, the District was established by Rule of the Florida Land and Water Adjudicatory Commission, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including storm water management systems, recreational, open/green spaces, landscaping, and other infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Property benefits from the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, pursuant to section 197.3632, Florida Statutes, the District intends to utilize the uniform method of levying, collecting and enforcing the special assessments against the Property once platted and collect such special assessments on the Leon County tax roll for platted lots; and

WHEREAS, the District and Property Owner desire to arrange for the direct collection of the district's special assessments prior to platting of the Property; and

WHEREAS, Property Owner desires to provide for the direct payment of special assessments.

NOW, therefore, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Assessment Payment.** Property Owner agrees to pay the operations and maintenance assessments ("O&M Assessments") and debt services assessments securing the Series 2018A-1 Bonds levied on the undeveloped, unplatted Property, regardless of whether Property Owner owns the Property at the time of such payment. Nothing herein shall prohibit Property Owner from prorating or otherwise collecting these special assessments from subsequent purchasers of the Property. The District shall send a bill to Property Owner on or about September 15, 2020, indicating the exact amount of the O&M Assessments and debt services assessments securing the Series 2018A-1 Bonds being directly collected for fiscal year 2020-2021. Assessments directly collected by the District are due in full on December 1, 2020; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the schedules below.

- i) Series 2018A-1 Bonds. Series 2018A-1 Bonds debt service assessments directly collected by the District are due according to the following schedule: 20% due no later than February 1, 2021, 20% due no later than March 1, 2021, 30% due no later than April 1, 2021, 15% due no later than September 1, 2021, and 15% due no later than October 1, 2021.
- ii) O&M Assessments. O&M Assessments directly collected by the District are due on a prorated monthly basis by the first day of each month beginning on October 1, 2020, with the final payment due no later than September 1, 2021.

The District's decision to collect special assessments by any particular method - e.g., on the tax roll or by direct bill - does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices. Property Owner agrees that the O&M Assessments imposed as a lien on the undeveloped, unplatted Property are legal, valid and binding liens on the Property they are assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims pursuant to Section 170.09, Florida Statutes. Property Owner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such O&M Assessments.

**2. Remedies.** In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings to collect and enforce the delinquent and remaining assessments; provided however that the Board first provides the Property Owner with written notice to the address identified in Section 4 of this Agreement of the delinquency including the total amount owed and no less than ten (10) business days to cure the delinquency.

**3. Enforcement.** This Agreement shall serve as an alternative method for collection of the special assessments. This Agreement shall not affect the District's ability to collect and enforce its special assessments by any other method authorized by Florida law. Property Owner acknowledges that the failure to pay the special assessments may result in the initiation of a foreclosure action, or, at the District's sole discretion, delinquent assessments may be certified for collection on a future Leon County tax bill. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment - including any remaining

partial, deferred payments for Fiscal Year 2020-2021, as well as any future installments of special assessments securing debt service - shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District's sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the applicable rate of any bonds or other debt instruments secured by the special assessments, or, in the case of operations and maintenance assessments, at the applicable statutory prejudgment interest rate. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate legal proceedings pursuant to Chapter 170, Florida Statutes, or other applicable law to collect and enforce the whole assessment, as set forth herein.

**4. Notice.** All notices, payments and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Property Owner:           The St. Joe Company  
130 Richard Jackson Blvd., Suite 200  
Panama City Beach, Florida, 32407  
Attn: Marek Bakun

If to the District:               Capital Region Community Development District  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attn: District Manager

With a copy to:                 Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
P.O. Box 6526  
Tallahassee, Florida 32301  
Attn: Joseph A. Brown

**5. Amendment.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. 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 of the parties hereto.

**6. Authority.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**7. Assignment.** This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

**8. Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Property Owner.

**9. Attorneys' Fees.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**10. Beneficiaries.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**11. Applicable Law.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

**12. Negotiation at Arm's Length.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties 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 the doubtful language will not be interpreted or construed against any party.

**13. Effective Date.** The Agreement shall take effect as of October 1, 2020.

[signature page follows]

In witness whereof, the parties execute this agreement the day and year first written above.

Attest:

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/ Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair

  
Witness

**THE ST. JOE COMP ANY**, a Florida corporation

Sign:  \_\_\_\_\_

Print Name: Mark Bakan

Title: EVP & CFO

Exhibit A: Description of the Property

## **EXHIBIT A**

All those lands owned by Property Owner within the boundary of the Capital Region Community Development District as of the date of the Board of Supervisors' adoption of Resolution 2020-\_\_\_\_ imposing and certifying fiscal year 2020-2021 special assessments for collection, excluding those lands owned by Property Owner subject to special assessments that Resolution 2020-\_\_\_\_ certified for collection by the Leon County Tax Collector for fiscal year 2020-2021.

*FIFTH ORDER OF BUSINESS*

## LANDSCAPE & IRRIGATION MAINTENANCE SERVICES AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by 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

**ALL-PRO LAND CARE OF TALLAHASSEE, INC.**, a Florida corporation, whose address is 2800 Mahan Drive, Tallahassee, Florida 32308 (“Contractor,” and collectively with the District, “Parties”).

### 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 its Operations Manager, currently Robert Berlin, 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 **October 1, 2020** and end **September 30, 2021** ("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 four (4) times on an annual basis (for a total of five (5) terms), in the District's sole discretion.
- b. As compensation for the Work, the District agrees to pay Contractor One Million Thirty-Four Thousand Seven Hundred Sixty-Five Dollars and Three Cents (\$1,034,765.03) for the Initial Term, in monthly amounts of Eighty-Six Thousand Two Hundred Thirty Dollars and Forty-Two Cents (\$86,230.42). Compensation for subsequent additional terms, up to four (4), shall be at the amounts identified in **EXHIBIT B** attached hereto. Such compensation covers only the items specified in the Contractor's pricing proposal ("Contract Amount"), attached hereto as **EXHIBIT B**. For additional work, subject to the provisions of Sections 7.c. and 7.d. below, the District agrees to pay Contractor pursuant to the unit

pricing specified in **EXHIBIT B**; provided however, the unit pricing is subject to a not to exceed 2% annual increase after the Initial Term.

- 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 per employee per accident, \$500,000 disease aggregate, and \$100,000 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 \$1,000,000.00 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 \$1,000,000.00 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. The District, its staff, supervisors and consultants shall be named as additional insureds. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida ("State"), and such carrier shall have a Best's Insurance Reports rating of A-VII.
- c. Under such insurance policies, Contractor waives all rights against the District, its supervisors, officers, staff, agents, and employees from any and all liability to the Contractor or anyone claiming through or under the Contractor by way of subrogation.
- d. 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.

- e. 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 to the District and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance. If Contractor fails to pay such cost to the District, the District may deduct such amount from any payment due the Contractor.

**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.

13. **ACCEPTANCE OF THE SITE; INITIAL AUDIT.** By executing this Agreement, the 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.

15. **COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall 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

**B. If to Contractor:** All-Pro Land Care of Tallahassee, Inc.  
2800 Mahan Drive  
Tallahassee, Florida 32308  
Attn: Robin Barber

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.

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.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 940-5850, OR BY EMAIL AT JOLIVER@GMSNF.COM, OR BY REGULAR MAIL AT GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST**

**TOWN PLACE, SUITE 114, WORLD GOLF VILLAGE, ST.  
AUGUSTINE, FLORIDA 32092.**

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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

**ATTEST:**

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
☐ Secretary  
☐ Assistant Secretary

By: \_\_\_\_\_  
☐ Chairperson  
☐ Vice Chairperson

Date: \_\_\_\_\_

**ATTEST:**

**ALL-PRO LAND CARE OF  
TALLAHASSEE, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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**

**EXHIBIT D**  
**MAINTENANCE MAP**

**EXHIBIT A**  
**SCOPE OF SERVICES**

## Scope of Services

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  - 1.2 CDD Development
  - 1.3 St. Joe Commercial Development
  - 1.4 Property Manager – Governmental Management Services LLC
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  - 2.1 Operation Procedures
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## **1. PROJECT SCOPE**

The Contractor shall provide landscape, irrigation, general grounds and infrastructure maintenance for Southwood. The following is a project overview describing the community development district within Southwood and the limits of work.

### **1.1 General Overview**

Southwood, located in the southeast part of Leon County adjacent to U.S. Highway 319 and U.S. Highway 27, is a planned multi-use project that will develop into a community of commercial, institutional, residential and public uses.

### **1.2 Community Development District (CDD) Development**

There is one community development district (CDD) that was created for the purpose of providing public infrastructure, facilities and services to Southwood. The Capital Region Community Development District (CRCDD) generally includes the majority of the 3200 acres within the Southwood development, which extends north to U.S. Highway 27, south to Tram Road, east to Southwood Plantation Road/Biltmore Drive and west adjacent to U.S. 319.

The CDD areas to be included in this maintenance Scope of Services are generally defined as all the public lands within Southwood. These areas and elements include roadway shoulder areas (landscape, irrigation, and sidewalks), stormwater management ponds, culverts and headwalls, roadways, parks with trails, and other miscellaneous and related facilities, systems or elements.

Community Development Districts are considered public entities and are subject to similar constraints and requirements as other governmental entities.

### **1.3 St. Joe Company (Development)**

There are several areas within Southwood that consist of private property owned by The St. Joe Company (St. Joe). These areas are generally limited to all the improvements associated with parcels of undeveloped land.

### **1.4 Property Manager – Governmental Management Services LLC**

Governmental Management Services LLC (GMS) has been retained by the CRCDD to serve as sole and exclusive manager for the common area maintenance management of the Property.

## **2. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES**

The Contractor shall meet the requirements and follow the procedures associated with all items in this Agreement. These general requirements and procedures are as follows:

### **2.1 Operation Procedures**

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Property Manager. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00a.m. - 7:30 a.m. in residential areas. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Property Manager.

### **2.2 Key Personnel**

2.2.1 All Work shall be managed and/or directed by key personnel identified by the proposal. Any changes in the assigned key personnel shall be subject to approval by the Property Manager. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.

2.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site (refer to Section 3.2 for more specific requirements). This Project Manager shall serve as the point of contact between the Property Manager and Contractor. The Project Manager shall be responsible for coordinating all scheduled services with the Property Manager and for the timely scheduling of unscheduled maintenance services.

2.2.3 Contractor shall provide at least one (1) full time onsite Field Operations Manager to observe and monitor the daily activities including but not limited to; landscaping, irrigation and general grounds maintenance operations.

### **2.3 Personnel Dress Code**

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Because Southwood is a family oriented community, clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Property Manager is unsightly for any reason, shall be strictly prohibited. For safety reasons, contractor personnel shall, **at all times**, wear shirts, approved (F.D.O.T.) safety vests, and shall wear eyewear, hearing protection and footwear that conforms to safe work practices.

### **2.4 Personnel Conduct**

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees that communicate and interact with the Southwood community and any other customer/party associated with the Southwood Project are knowledgeable of the Project and the Services the Contractor is performing.

## **2.5     Safety Program**

The Contractor shall develop, implement, and maintain a safety program for its operations on the Project. That safety program shall include, at a minimum, a safety policy, safety rules and procedures, safety training, procedures for reinforcing and monitoring safety programs, procedures for accident investigations, providing and maintaining equipment safety features, and safety record keeping.

The Contractor shall comply with all State of Florida and federal and local regulations, rules and orders, as they pertain to occupational safety and health, the safe operation and security of the facilities.

The Contractor shall provide, at the Contractor's expense, all safety equipment and materials necessary for and related to the work performed by its employees. Such equipment will include, but is not limited to items necessary to protect its employees and the general public, if applicable.

## **2.6     Use of Facilities by Contractor**

The CRCDD **shall not** provide a facility on the Project Site for the Contractor as part of this Scope of Services. The Contractor shall furnish all labor, transportation, supervision, equipment, and supplies necessary to perform all services, unless otherwise agreed in writing. The Contractor shall, upon receipt of written approval from the District Property Manager, be allowed to **temporarily store, if necessary**, its materials and equipment on site at a District Property Manager selected location. The Contractors shall be responsible for security of its stored materials and equipment, as well as any connections for utilities to the storage site. The Property Manager will designate where Contractor's crew will take breaks, lunches, and use restroom facilities. Employee personnel vehicles will be parked only in areas designated by the Property Manager.

## **2.7     Subcontractors**

If the Contractor, as a part of the performance of its Services, elects to employ Subcontractors, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its Subcontractors.
- The Contractor shall require all of its Subcontractors, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents, including this Scope of Services.

## **2.8 Consultants**

If the Contractor, as a part of the performance of its Services, elects to employ consultants, the following shall apply:

- The Contractor shall be responsible for, and coordinate with, the services of any of its consultants.
- The Contractor shall require all consultants, as a condition of employment, to agree to the applicable terms and conditions identified in the Contract Documents, including this Scope of Services.

## **2.9 Document Control and Data Maintenance**

### **2.9.1 Document Control**

The Contractor shall keep accurate records of documents received and, if applicable, issued by this Contractor. A 'document log' shall be maintained during the work of this Contractor to provide records on the information available to or from this Contractor. The 'log' shall outline document titles and dates, the originator, received dates, and to/from information. This 'log' shall be updated monthly and submitted to the Property Manager when requested.

### **2.9.2 Data Maintenance**

The Contractor shall, after review with the Property Manager, establish a systematic process for the insertion of revised sets and the integration of that data into the overall Project plan after verification for compatibility and consistency of the information received with existing information.

### **2.9.3 Data Dispersal**

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. A letter of transmittal shall accompany all distribution of data with a copy provided to the Property Manager identifying:

- Party to whom the data is being transferred
- Origination of the request for transfer
- Name of data being transferred
- Type(s) of data being transferred
- Date of transfer
- Purpose of transfer, or use of information
- Further action necessary

The Contractor shall propose a format for, and keep a log of, all data transfers for updates to the Property Manager.

## **2.10 Verification of Data**

All data provided to the Contractor shall be examined for consistency with its records and work efforts. Any obvious inconsistency shall be reported to the Property Manager verbally and in writing upon discovery.

#### **2.11 Ownership of Data**

It is to be understood that all data transmitted under this contract by the Contractor or provided to the Contractor, either by the Property Manager or third parties, is the sole property of the Community Development District. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Property Manager at the conclusion of the Project, after which no copies of the data may be kept by the Contractor without the express written permission of the Property Manager.

The Property Manager shall retain the right to require that the Contractor transfer all Project data, to the Property Manager immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project data to the Property Manager.

#### **2.12 Ownership of Material/Equipment**

It is to be understood that all data transmitted and material purchased under this contract by the Contractor or provided to the Contractor, either by the Property Manager or third parties, remains the sole property of the Community Development District. Likewise, it is to be understood that all equipment provided to the Contractor, either by the Property Manager or third parties, remains the sole property of the Community Development District. The Contractor shall have temporary charge of the equipment while performing contracted services for the Project.

The Property Manager shall retain the right to require that the Contractor transfer all Project material, or equipment to the Property Manager immediately upon fourteen days written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all Project materials and equipment to the Property Manager.

#### **2.13 Quality Control**

The Property Manager will have the right, at any stage of the operation, to reject any or all of the Contractor's Services and materials, which in the Property Manager's opinion does not meet the requirements of these specifications. Throughout the entire project, the Contractor shall maintain the installed number of shrubs, ground cover, and trees in addition to the installed amount of turf grasses. The Contractor shall replace or reimburse the Property Manager for the cost of replacement or repairs, at the Contractor's own expense, those turf areas, shrubs, ground cover, and trees that are damaged or lost due to insects, disease, fungus, and/or over watering or insufficient watering from the irrigation system as directed by the Property Manager. All replacements shall meet the current size, specification, and quality of surrounding related material. Any other CDD items damaged due to Contractor's negligence shall be repaired or replaced as directed by the Property Manager at the Contractor's own expense. All repairs and replacements shall also occur within two (2) weeks of notice from the Property Manager.

If requested by the Property Manager, the Contractor will make weekly walk-through reviews of the entire site related to visual observations and the Contractor's performance. The Contractor will make repairs and adjustments, as directed by the Property Manager, during these site visits. A weekly Maintenance Report shall be generated by the Contractor and submitted to the Property Manager within five business days following the end of the month outlining potential problem areas and the Contractor's proposed corrective action, upcoming work approval request, coordination, scheduling, etc. The Contractor shall provide the Property Manager with a weekly updated maintenance log addressing all activities occurring in that week.

### **3. COORDINATION**

The Contractor shall provide coordination with the Property Manager for all items associated with the requirements of this Agreement.

#### **3.1 General Coordination**

If requested by the Property Manager, the Contractor shall meet with the Property Manager and its separate consultants as appropriate, on a monthly basis. Those meetings shall serve as a forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Property Manager or the Contractor. The Property Manager shall provide the meeting location.

In addition, Contractor shall provide a representative to attend the monthly meeting of the CRCDD Board of Supervisors if requested to do so by the Property Manager. This representative shall be knowledgeable of this Project Scope and Scope of Services and shall be able to respond to any questions the Board may have as to the day-to-day activities at the Project site pursuant to this Agreement.

Coordination of the construction, operation and general maintenance at Southwood is considered one of the many critical activities of the Contractor. Further, coordination of those efforts with all parties involved, or those with a 'need-to-know' is crucial to the success of the Project. While all parties involved with the Southwood Project cannot be identified at this time, a partial list is provided as follows:

- CDD Manager
- CDD Property Manager
- CDD District Representative
- St. Joe Company Representative
- CDD Lake Water Quality Consultants
- Adjacent property Owners, as directed by the Property Manager

### **3.2 Contractor's Project Manager**

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Property Manager and the Contractor. This individual shall maintain at all times a means of being contacted by the Property Manager (beeper or cellular phone) and shall respond to such calls within twenty minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Property Manager of this daily schedule, for quality control of the Contractor's services, and for arranging and supervising unscheduled service requests by Property Manager.

## **4. SCHEDULED OPERATIONS AND MAINTENANCE**

At a minimum, the Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system repair/maintenance, and litter removal, as required in this Agreement. The preferred Contractor will also meet requirements for hardscape maintenance, street/parking lot maintenance, and stormwater system maintenance. The contractor shall make a complete site inspection of Southwood, specifically the areas of CDD maintenance. Attachment A includes plans identifying the general limits of CDD maintenance by area ("Unit"). All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this contractor in accordance with the following requirements:

### **4.1 Turf Care: Full Maintenance Acreage**

#### **4.1.1 Mowing**

- a. All turf located in the areas listed as full maintenance, including Centipede, St. Augustine and Bahia, shall be mowed two (2) times per month in March, three (3) times per month in April, one (1) per week from May through September, two (2) per month in October with no mowing from November through February. **Mowing frequency may vary due to Best Management Practices.** The schedule may be adjusted contingent on weather conditions if Contractor and Property Manager mutually agree.
- b. Turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up. All clippings shall be disposed of offsite at the Contractor's cost. The CRCDD will not provide a space for storage or disposal of said clippings.

- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

#### 4.1.2 Edging

- a. Hard surface edging is to be defined as outlining and/or removing turf from along all sidewalks and curbs, and soft surface edging is to be defined as outlining and/or removing turf from all trees rings and planting beds, etc. by the use of a mechanical edger.
- b. All hard surface edging shall be performed to maintain straight and sharp edges between curbs/sidewalks and turf areas. Edging shall be completed the same day and at the same frequency that an area is mowed.
- c. All soft surface edging shall be performed neatly to maintain the shape and configuration of all planting areas in a clean manner, free of imperfections, at the same frequency as the mowing schedule. All plant bed edges shall be maintained to the curves, as originally designed.
- d. The edging equipment shall be equipped with manufacturer's guard to deflect hazardous debris. String or lined trimmers shall not be used.
- e. All sidewalks, streets, and roadways shall be immediately swept, blown, or vacuumed to maintain a clean, well-groomed appearance.
- f. The proper safety precautions shall be taken when edging (i.e., safety vest, signage, warning light, etc.), along roadways as required by federal, state or local law, as deemed necessary by the Contractor and/or as directed by the Property Manager.

#### 4.1.3 Trimming

All areas inaccessible to mowers, and/or otherwise un-mowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use will not be permitted unless approved by Property Manager.

#### 4.1.4 Weed Control

- a. Two (2) applications (full coverage) of pre-emergent weed control shall be provided during the months of March and September of each year. A minimum of two (2) applications (spot treatment) of post-emergent weed control shall be applied on an as needed basis as weeds emerge. Any reapplications required, in the Property Manager's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is

acceptable to the Property Manager. Additional requirements for weed control are defined in paragraph 4.2.

- b. Turf areas shall be continuously monitored for weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Property Manager.
- c. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of said chemicals shall be strictly adhered to. All chemicals shall carry an EPA approval number. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said chemicals and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide Material Safety Data Sheets (MSD Sheets) for all chemicals to the Property Manager prior to start of the contract. Contractor shall also provide MSD sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire contract period.

#### 4.1.5 Fertilization

- a. All fertilizers shall be applied (full coverage) according to manufacturer's instructions and following Florida's Best Management Practices (BMP). Applied rates shall be consistent with the Institute of Food and Agricultural Services (IFAS) and shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage. All fertilizer purchased for use in Southwood must carry a "Guaranteed Analysis" warranty.
- b. A minimum of two (2) applications consisting of either a granular type or a liquid type fertilizer, **dependent on soil testing**, relating to turf type (St. Augustine, Centipede, Bahia or Zoysia). Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Property Manager and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site conditions. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Property Manager's opinion, shall be provided at the Contractor's own expense.
- c. The Property Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

- d. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- e. Once fertilizer application is begun, to maintain uniform turf color, fertilization shall be completed within twenty (20) working days within the Full Maintenance Acreage.
- f. All fertilizers shall be kept out of ditches and storm water retention ponds and be removed immediately from all sidewalks and roadways. A six (6') foot buffer of "no fertilization" is to be maintained along the perimeter of all water bodies throughout the project. Fertilized areas shall be marked with signage (4"x5") listing Contractor's name and use precautions. Signage to be removed twenty four (24) hours after application.
- g. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- h. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of fertilizers shall be strictly adhered to. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said fertilizers and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- i. Contractor shall provide Material Safety Data Sheets (MSD Sheets) for all chemicals to the Property Manager prior to start of contract. Contractor shall also provide MSD Sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire contract period.

#### 4.1.6 Disease, Fungus and Insect Control

- a. The Contractor shall apply one (1) application (full coverage) of insect control per year (March) for St. Augustine turf, and spot applications of insect control as infestation is discovered (see 4.1.6 b) for Centipede turf. Any re-applications required, in the Property Manager's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects, turf diseases and fungus and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Property Manager.
- c. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of said chemicals shall be strictly adhered to. All chemicals shall carry an EPA approval number. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said chemicals and **must be** licensed for the

use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.

- d. Contractor shall provide MSDS sheets for all chemicals to the Property Manager prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire term of the Agreement.

#### 4.1.7 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Property Manager, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Property Manager. These areas will be monitored and, as directed by the Property Manager, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

### 4.2 Turf Care: Bermuda in Full Maintenance Acreage

#### 4.2.1 Mowing

- a. All Bermuda lawn areas shall be mowed to a 2.5" height weekly from April through October and on an "as needed" basis from November through March.
- b. Mowing schedule may be altered during the winter season at the discretion of the Property Manager. The schedule may be adjusted contingent on weather conditions if Contractor and Property Manager mutually agree.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Visible clippings after mowing shall be removed to prevent thatch build up.
- e. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.

#### 4.2.2 Weed Control

- a. Two (2) applications (full coverage) of pre-emergent weed control shall be provided during months occurring in spring and fall of each year. A minimum of two (2) applications (spot treatment) of post-emergent weed control shall be applied on an as needed basis as weeds emerge. Any reapplications required, in the Property Manager's opinion, shall be provided at the

Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Property Manager. Additional requirements for weed control are defined in paragraph 4.2.

- b. Bermuda lawn areas shall be continuously monitored for weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Property Manager.
- c. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of said chemicals shall be strictly adhered to. All chemicals shall carry an EPA approval number. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said chemicals and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide Material Safety Data Sheets (MSD Sheets) for all chemicals to the Property Manager prior to start of the contract. Contractor shall also provide MSD sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire contract period.

#### 4.2.3 Fertilization

- a. All fertilizers shall be applied (full coverage) according to manufacturer's instructions and following Florida's Best Management Practices (BMP). Applied rates shall be consistent with the Institute of Food and Agricultural Services (IFAS) and shall be applied when the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage. All fertilizer purchased for use in Southwood must carry a "Guaranteed Analysis" warranty.
- b. A minimum of two (2) applications consisting of either a granular type or a liquid type fertilizer, **dependent on soil testing**, based on turf type (Bermuda). Analysis, scheduled applications, and application rates per 1000 s.f. shall be approved by the Property Manager and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application, and should always meet the specific site conditions. The minimum application rate shall be 1 lb. of Nitrogen per 1000 s.f. per application. Any reapplications required, in the Property Manager's opinion, shall be provided at the Contractor's own expense.
- c. The Property Manager reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.

- d. A state inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- e. Once fertilizer application is begun, to maintain uniform turf color, fertilization shall be completed within twenty (20) working days within the Full Maintenance Acreage of which the Bermuda is an element.
- f. All fertilizers shall be kept out of ditches and storm water retention ponds and be removed immediately from all sidewalks and roadways. A six (6') foot buffer of "no fertilization" is to be maintained along the perimeter of all water bodies throughout the project. Fertilized areas shall be marked with signage (4"x5") listing Contractor's name and use precautions. Signage to be removed twenty four (24) hours after application.
- g. All fertilizers shall be kept out of ditches and storm water retention ponds and be removed immediately from all sidewalks and roadways. Completed areas to be identified as per section 4.1.5 paragraph f.
- h. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- i. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of fertilizers shall be strictly adhered to. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said fertilizers and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contractor shall provide Material Safety Data Sheets (MSD Sheets) for all chemicals to the Property Manager prior to start of contract. Contractor shall also provide MSD Sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire contract period.

#### 4.2.4 Disease, Fungus and Insect Control

- a. The Contractor shall apply one (1) application (full coverage) of insect control per year (March) for Bermuda turf, and a minimum two (2) applications of insect /disease control per year on an as needed basis as conditions dictate. Any re-applications required, in the Property Manager's opinion, shall be provided at the Contractor's own expense.
- b. Bermuda lawn areas shall be continuously monitored for infestations of insects, turf diseases and fungus and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Property Manager.
- c. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing

and disposal of said chemicals shall be strictly adhered to. All chemicals shall carry an EPA approval number. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said chemicals and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.

- d. Contractor shall provide MSDS sheets for all chemicals to the Property Manager prior to start of Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire term of the Agreement.

#### 4.2.5 pH Adjustment

It is anticipated that the soil pH level may require adjustment in various areas throughout the Project site. The Contractor shall perform, as directed by the Property Manager, soil tests for any and all areas where the landscape is not responding adequately to the landscape care program. Based on the pH test results, the Contractor shall provide a pH adjustment program, if required, to be approved by the Property Manager. These areas will be monitored and, as directed by the Property Manager, follow-up tests will be required. The soil tests and the pH adjustments shall be considered part of the base Scope of Services.

### 4.3 Turf Care: Standard Maintenance Acreage

#### 4.3.1 Mowing

- a. All turf located in the areas listed as standard maintenance, including Centipede, St. Augustine and Bahia, shall be mowed two (2) times monthly from May through September and once in October with no mowing from November through April. **Mowing frequency may vary in different Units.** The schedule may be adjusted contingent on weather conditions if Contractor and Property Manager mutually agree.
- b. Turf areas shall be cut to a height of no more than three (3) inches nor less than two and one-half (2 ½) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up. All clipping debris shall be removed offsite at contractor's expense. The CRCDD will not supply an area for storage or disposal of said clippings.

- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, and waterways.

#### 4.3.2 Trimming

All areas inaccessible to mowers, and/or otherwise un-mowable due to trees, light poles, chain-link fences, signs, rocks, culverts, miscellaneous hardscape items etc., shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use will not be permitted unless approved by Property Manager.

### 4.4 **Shrubs/Ground Cover Care**

#### 4.4.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of six (6) times a year or as needed. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, and the fluffing of pine straw mulch. Contractor shall provide to the Property Manager a sectional detailing operation map for review and approval within 30 days after the Contractor receives notice-to-proceed with the Services.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least 3' full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. The Contractor at no additional cost to the Property Manager shall replace any shrub damaged from equipment, other negligent activities, or improper pruning.
- d. Shrubs shall be pruned according to Property Manager's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February-April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.

- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-like plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Property Manager.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, **and disposed off-site.**
- l. A schedule for pruning shall be submitted to the Property Manager for approval within 30 calendar days of the notice-to-proceed with the Services.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

#### 4.4.2 Weeding

- a. The Contractor shall be required to maintain all mulched areas free of weeds, to a level that is acceptable to the Property Manager, by hand pulling or chemical means, as environmental, horticultural, and weather conditions permit. As a general policy, chemical means of weed control will not be suitable for weeds that are in excess of 2 inches above the ground cover. An appropriate combination of "pre" and "post" emergent weed control tactics are strongly recommended. Placement of a weed barrier in all beds is also encouraged. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every two weeks. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be **removed and disposed off-site.**
- b. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of said chemicals shall be strictly adhered to. All chemicals shall carry an EPA approval number. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said chemicals and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- c. Contractor shall provide Material Safety Data Sheets (MSD Sheets) for all chemicals to the Property Manager prior to start of the contract. Contractor shall also provide MSD Sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire contract period.

#### 4.4.3 Fertilization

- a. A custom blend fertilizer shall be applied at least two (2) times per year (March and September) per soil tests. Analysis shall include a trace element of iron, magnesium, zinc, and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Property Manager's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of one pound of nitrogen per 1,000 SF of bed area.
- c. Fertilizers shall be used per the soil test results and can include the following:
  - 1. 40% nitrogen derived from ammonium sulfate; 60% from controlled release.
  - 2. A ratio of nitrogen to potassium at 1 to 1.
  - 3. Two percent iron - minimum.
  - 4. Two percent magnesium - minimum.
  - 5. One percent magnesia - minimum.
  - 6. Three percent phosphorous - minimum.
  - 7. Include elements of calcium, boron, copper, zinc, and phosphorous.
- d. Alternative fertilizer analysis may be approved by the Property Manager, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within twenty (20) working days.
- f. A state inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizers shall be kept out of ditches and storm water retention ponds and be removed immediately from all sidewalks and roadways. A six (6') foot buffer of "no fertilization" is to be maintained along the perimeter of all water bodies throughout the project. Fertilized areas shall be marked with signage (4"x5") listing Contractor's name and use precautions. Signage to be removed twenty four (24) hours after application.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of fertilizers shall be strictly adhered to. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said fertilizers and **must be** licensed for the use and

application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.

- j. Contractor shall provide MSDS sheets for all chemicals to the Property Manager prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire contract period.

#### 4.4.4 Disease, Fungus and Insect Control

- a. The Property Manager shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided. Spot spray is recommended and is to be used wherever possible.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Property Manager.
- c. Continual monitoring of shrub beds is required. Insect and disease control shall be required on an as needed basis, with strongest emphasis on the months of March through September. Any reapplications required, in the Property Manager's opinion, shall be provided at the Contractor's own expense.
- d. All City, County, State and Federal regulations and or directives including but not limited to the governing of use, application, environmental control, storing and disposal of said chemicals shall be strictly adhered to. All chemicals shall carry an EPA approval number. Application rates shall follow manufacturer's instructions for same. Operating personnel shall be knowledgeable in the monitoring and identification of said chemicals and **must be** licensed for the use and application of same. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- e. Contractor shall provide MSDS sheets for all chemicals to the Property Manager prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Property Manager, prior to application, throughout the entire term of the Agreement.

#### 4.4.5 Mulching

All mulched beds shall be turned over for a fresh appearance during the required bed detailing sequence as per section 4.4.1- a. Grade 1 pine needle mulch (debris free) shall be installed two (2) times a year in March and October at a depth of 1 ½" to 2". Mulch in excess of 2" shall be removed from the planting areas. Additional mulch requested by the Property Manager is to be provided by the Contractor at the contracted "per bale" unit cost.

#### 4.4.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground covers as per section 4.1.7.

## 4.5 Tree Care

### 4.5.1 Pruning

- a. Overall, no topping of any of the trees on site. Dead wood and broken branches should be removed from all trees at a minimum of two times per year, once in February and again in August, or as directed by the Property Manager. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Property Manager.
- b. Remove all sucker growth from base of trees on a regular basis. Remove any limb, which in the Property Manager's opinion poses a threat to public safety. Provide specific pruning practices, unless otherwise directed by the Property Manager, for the following items:
  - Oaks - Prune street trees to maintain a desired uniform appearance by thinning or tipping, only after trees have established themselves (typically about 18 months) and been through a minimum of one good spring flush of growth. Optimum time for pruning is during the winter months to encourage new growth in the spring. Oaks not used as street trees should be allowed to take on a more natural form and shape for optimum character and shade development with no thinning or tipping. Dead wood or broken branches should be removed. No topping shall be performed on oak trees. Branches are encouraged to hang over walks with adequate pedestrian and bicycle clearance.
  - Crape Myrtle – Tip in January, but only by approximately 2' - 3'. Crape Myrtles should have only the dead seedpods trimmed off after the blooms die back or during the winter months. This will shape the crape myrtles to become larger trees, rather than remaining small. For optimum size of crape myrtles to be achieved, would recommend not removing any stem that is pencil size diameter or larger, unless it is damaged. This is critical in the first few years after planting since the installed tree is relatively small, and pruning several feet will cause the tree to take longer to reach mature size. Severe topping shall be considered out of character.
  - Wax Myrtle - Tip mildly in January, cleaned at the base to 2' clear trunk and dead wood removed. All suckers/shoots from the bottom of the trees should remain trimmed away to provide a clean appearance. This will also promote growth at the top of the plant.
  - Holly – All Hollies shall be kept full headed. All holly trees shall be hand clipped (not hedged) for a naturally formed appearance. They should remain full to the ground unless there is a reason such as blocking views or safety issues that require limbing them up.
  - Ligustrum - Hand clipped for natural form. Severe shearing into "globes" shall be avoided, unless directed by the Property Manager.

Stress that full, natural shape shall remain. No topiary shaping of heads. Include that suckers/shoots from the bottom of the trees be trimmed away to provide a clean appearance, especially since they are already limbed up with clear trunk showing.

- Magnolias – Allow tree to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal. Prune only sucker growth and to maintain an attractive, clear trunk appearance. Stress that trees should not be limbed up with clear trunk showing. They should remain full to the ground unless there is a reason such as blocking views or safety issues that require limbing them up.
- Maple - Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.
- Japanese Blueberry - Hand clipped for natural form. Sever shearing into "globes" shall be avoided, unless directed by the Property Manager. Stress that full, natural shape shall remain. No topiary shaping of heads. Include that suckers/shoots from the bottom of the trees be trimmed away to provide a clean appearance, especially since they are already limbed up with clear trunk showing.
- Sycamore- Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.
- Bald Cypress - Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.
- Pine - Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.
- Red Bud - Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.
- Elm- Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.
- Dogwood- Allow to grow into natural form and shape. These do not require annual pruning. However any broken branches or dead wood should be pruned out of trees to promote new growth and maintain optimal visual appeal.

- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a

neat appearance. The Property Manager shall provide specific instructions for pruning trees in buffer areas.

- d. All other trees shall be pruned yearly to enhance their natural character as directed by the Property Manager.
- e. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- f. Selective pruning and shaping shall be performed as needed to expose landscape lights.
- h. All pruning debris shall be removed offsite at the contractor's expense. The CRCDD will not provide space for disposal or storage of said debris.

#### 4.5.2 Fertilizer

Trees shall be fertilized one (1) time in spring. Application rate is to be based on individual tree caliber and soil testing. Refer to section 4.4.3 c.- j. for additional requirements.

#### 4.5.3 Disease, Fungus and Insect Control

Preventative insect/disease control treatments shall be provided for individual trees, as per the requirements of 4.2.4.

#### 4.5.4 Mulch

All mulch shall be turned over for a fresh appearance during every other required detailing sequence. Grade 1 pine needle mulch (debris free) shall be installed twice (2) times a year in March, and October at a depth of 1 ½" to 2". Mulch in excess of 2" shall be removed from the planting areas. All individual isolated trees shall have their tree ring re-mulched keeping a 12" area free from mulch to discourage fungal issues.

#### 4.5.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 4.1.7.

#### 4.5.6 Hand Watering

- a. Contractor shall provide hand watering, **as required**, for all warranted planted trees, scrubs and sod located along the streets that are not fully covered by any irrigation, during periods of drought conditions. Contractor shall provide a significant application rate to insure not only survival but healthy future growth of same. Contractor must use Best Management Practices in determining required application rates.

- b. Contractor shall be responsible for an increase or decrease of hand watering rates for the health and survival of the trees/shrubs/sod. Any trees/scrubs/sod that decline beyond acceptance to the Property Manager or die due to lack of proper watering shall be replaced at the Contractor's own expense, as per paragraph 2.12. If the Contractor believes the water application rates need to increase beyond reasonable BMPs for the health and survival of the trees/shrubs/sod, the Contractor must initiate the increased rate by contacting the Property Manager. Any increase in hand watering applications beyond the requirements of this Scope shall be considered unscheduled maintenance.

#### **4.6 Storm Water Management Facilities/Ponds: Full Maintenance Acreage**

##### 4.6.1 Mowing

- a. Refer to sections 4.1.1 a. - g.

##### 4.6.2 Edging

- a. Refer section 4.1.2 a. - f.

##### 4.6.3 Trimming

- a. Refer section 4.1.3

##### 4.6.4 Weeding

- a. Refer section 4.1.4 a. - d.

##### 4.6.5 Beds/Shrubs/Trees

- b. Refer all sections 4.4. and 4.5.

##### 4.6.6 Disease, Fungus Insect Control

- a. Refer section 4.1.6 a. - d.

#### **4.7 Storm Water Management Facilities/Ponds: Standard Maintenance Acreage**

##### 4.7.1 Mowing

- a. Refer section 4.3.1 a-g

##### 4.7.2 Trimming

- a. Refer section 4.3.2

#### **4.8 Pond Bottom Maintenance**

##### **4.8.1 Mowing / Disking**

- a. Refer Section 5.4 for procedure. Currently two SWMF bottoms are mowed twice yearly. Additional bottom maintenance frequency is at the discretion of the Property Manager as referred to in Section 5.4.

#### **4.9 Irrigation System**

##### **4.9.1 General Requirements**

- a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 2.12. Contractor shall replace damaged materials or reimburse the Property Manager for the cost of replacement or repairs as directed by the Property Manager.
- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 7:00 p.m. and 7:00 a.m. Individual zone run times are to be based on location and need. Any revision/extension from this schedule shall be approved by the Property Manager.
- e. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Property Manager, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Property Manager, prior to work commencing.

##### **4.9.2 Monitoring/Adjustments**

- a. The Contractor shall inspect the entire operation of the system at one time no less than six (6) times yearly. A written report shall be furnished to the Property Manager at the completion of each inspection. During this inspection, the Contractor shall perform the following:
  - Activate each zone of the existing system.
  - Visually check for and report any damaged heads or ones needing repair.
  - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.

- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Property Manager.
- c. Any adjustments to the spray nozzles spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as needed basis as part of the base Scope of Services.

#### 4.9.3 Valve/Valve Boxes

- a. Provide any miscellaneous cleaning of valves for proper functioning on an as needed basis.
- b. Ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and lined with pea gravel, as per the original construction details.

### 4.10 Litter Removal

#### 4.10.1 Trash Receptacles/Benches/Dog Stations

- a. All trash receptacles/benches throughout the Project site shall be checked/cleaned/emptied of trash as required, daily. Dog Stations shall be checked/cleaned/emptied of trash as required, weekly. **All trash shall be disposed of off-site. The Contractor shall provide replacement liners for all trash receptacles and Dog Stations (roll fed) containers.**
- b. Contractor shall provide pest control and disinfectant twice per month or as directed by the Property Manager.

#### 4.10.2 Landscape Areas

Any litter found in planting beds or in turf areas shall be collected and disposed of off-site prior to each mowing cycle.

#### 4.10.3 Road Right-of-Way, Ponds, and City Park Ponds

Contractor shall monitor all road right-of-ways, stormwater ponds, Central Park Ponds and trail system areas once daily to collect any litter and clean all informational signage. **Litter to be dispose of off-site.**

#### 4.10.4 Supplemental Blowing

Contractor shall provide dedicated removal of vegetative debris and sediment from the nature trail system. This is in addition to monitoring requirements listed in Section 4.10.3 and Section 4.1.2 e in this Scope. Contractor will use mechanical means (backpack or mechanical driven) to insure the trail system is clear and safe

for use by pedestrians or bike riders. Frequency is variable but can be altered at the request of the Property Manager.

#### **4.11 Storm Water System Maintenance**

4.11.1 The storm water inlet grates should be inspected during grass cutting/edging/blowing to ensure trash and debris are not blocking the flow of storm water. Any debris or trash should be removed immediately.

4.11.2 The pond slopes should be observed during the routine grass cutting for any signs of scour, erosion, or settlement. The outlet structures of the ponds shall be inspected monthly and after rainfall events in excess of one inch. Any trash or debris shall be removed and any deviation from the normal drain down of the ponds from normal levels after rainfall shall be reported to the Property Manager.

### **5. UNSCHEDULED MAINTENANCE AND REPAIRS**

The Contractor shall be equipped and organized to provide any unscheduled maintenance and repairs required in this Agreement. The following addresses the general procedures for unscheduled maintenance and repairs, response to damaged facilities and emergencies, and unscheduled maintenance activities.

#### **5.1 General**

The Contractor shall be responsible for all repairs within the limits of work unless directed otherwise by the Property Manager. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and therefore shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Property Manager's opinion are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Property Manager's election, be made by the Contractor upon receipt of a Work Authorization from the Property Manager. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Property Manager a Work Authorization Form together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Property Manager seven (7) calendar days in advance of the Contractor performing the Services.

The Property Manager shall return one executed copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time and material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Property Manager, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Property Manager and if requested by the Property Manager shall include copies of invoices from others providing work or materials on the repair.

## **5.2 Damaged Facilities**

5.2.1 Should the Contractor become aware of damage to the facilities within the area maintained by the Contractor, the Contractor shall notify the Property Manager as soon as possible. If the Property Manager elects to have the Contractor perform the repair, the Property Manager shall issue a Work Authorization to the Contractor to proceed with the repair.

### **5.2.2 Irrigation Repairs**

- a. Time is of the essence. All breaks shall be repaired as quickly as possible based on severity, parts availability and underground utility locations as required. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no charge to the Property Manager.
- d. Any damage on property due to wash outs created by irrigation breaks that went undetected due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Property Manager.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Property Manager immediately. Execution and payment for these repairs is explained in Section 5.1.

## **5.3 Emergency Repairs**

5.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by either the Contractor, District Manager, Owner or Property Manager, upon receipt of authorization by the Property Manager, the Contractor shall proceed with providing all material, labor, and equipment on a time and material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Property Manager shall back charge the Contractor for the repair.

5.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Property Manager. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time and material basis.

- 5.3.3 Emergency repairs, as agreed by the Property Manager, are the only repairs that will not require a Work Authorization from the Property Manager.

#### **5.4 Unscheduled Maintenance**

The Contractor shall provide occasional unscheduled maintenance that is in Addition to the base Scope of Services. The Contractor shall receive a Work Authorization from the Property Manager and shall respond and complete the request within two weeks or a mutually agreeable time with the Property Manager. The Contractor's cost estimate to provide the work shall be approved by the Property Manager prior to commencement. The Contractor shall be available and willing to provide the following unscheduled maintenance services:

- Raise the height of irrigation heads.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the Property Manager for approval prior to application. Any reapplications required, in the Property Manager's opinion, due to poor germination or inconsistent coverage shall be provided at the Contractor's own expense.
- Provide site cleanup (litter removal, pressure washing, etc.)
- Provide selective weeding and pruning for existing wooded areas.
- Provide mowing of undeveloped areas
- Emergency cleanup after major weather events
- Dry detention pond bottoms shall be mowed to a maximum height of 6". Some bottoms will require soil turnover (disking) with tractor drawn equipment. Time and frequency to be determined by the Property Manager based on individual operating permits for said ponds.

### **6. ADMINISTRATION/MAINTENANCE/OPERATIONS PROGRAM**

The Contractor shall develop policies and procedures and implement an Administration, Operation, and Maintenance Program. That program shall include, but not be limited to, the following:

#### **6.1 General**

- 6.1.1 This program shall be a comprehensive narrative and where applicable, graphic/diagrammatic explanation of policies and procedures, which shall govern the Contractor's Services provided under this Agreement as generally outlined in this Scope of Services. The program document shall contain key information relative to the major components described below.

The program document shall be presented in a three-ring binder using standard "8-½ x 11" pages, single-spaced for text, graphics, and/or diagrams, and with, if necessary, 11" x 17" pages for diagrams and/or graphics that fold out if necessary. The document shall include as a minimum, a table of contents, section dividers, numbered pages, issuance date on each page, and appendices as required. Each

copy shall be numbered and a log shall be kept by the Contractor of document holders (refer to Section 2.9.3, Data dispersal).

6.1.2 The program document shall be kept up-to-date at all times by the Contractor. Revisions to the document shall be indicated by footnote on the revised pages. Revisions shall be distributed by the Contractor to all document holders.

6.1.3 The Contractor shall prepare draft copies of the document for review and comment by the Property Manager within ten (10) calendar days of the notice to proceed with the Services. The Contractor shall anticipate at least two (2) more additional reviews by the Property Manager prior to issuance of the final document. All Property Manager Comments shall be incorporated into the document. The Contractor shall be responsible for preparing and submitting the following number of copies of the program document to the Property Manager.

- First draft                 Six (6) bound copies, one (1) unbound copy
- Second draft              Six (6) bound copies, one (1) unbound copy
- Third draft                Six (6) bound copies, one (1) unbound copy
- Final document          Ten (10) bound copies, two (2) digital copies on CDs

## **6.2     Administration**

6.2.1 The administrative section of the program document shall, at a minimum, address those functions, which are the responsibility of the Contractor related to all administrative matters generally described in the Scope of Services and as, outlined below.

6.2.2 Organization charts for administrative management functions include key personnel names, job titles, and phone numbers.

6.2.3 Policies and procedures related to the Contractor's program for communications with the Southwood community relative to general maintenance operations, customer services, and irrigation user issues.

6.2.4 Policies and procedures related to the coordination and communications with developers, builders and others who are a part of the continuing development and construction of the Southwood community.

6.2.5 Personnel policies and procedures related to the Contractor's personnel performing services on the Southwood site.

## **6.3     Operations**

6.3.1 The operations section of the program document shall, at a minimum, address those functions which are the responsibility of the Contractor related to all operations/customer service matters generally described in the Scope of Services and as outlined below.

6.3.2 Organization charts for operations and customer service related functions. Include key personnel names, job titles, and phone numbers.

6.3.3 Policies and procedures related to emergency situations including 24-hour notification, emergency phone numbers, Contractor mobilization and response time (refer to Section 7.2, Emergency Response Program for further details), and so forth.

6.3.4 Policies and procedures related to the Contractor's safety program.

#### **6.4 Maintenance**

6.4.1 The maintenance section of the program document shall, at a minimum address those functions, which are the responsibility of the Contractor related to all maintenance matters generally described in the Scope of Services and as, outlined below.

6.4.2 Policies and procedures related to the irrigation system including an equipment guide list identifying each piece of operation equipment, using an appropriate numbering system, with a specific notation as to whether, in the event of an equipment failure, the unit must receive emergency corrective maintenance to maintain normal operation of the system.

The equipment identification shall specify as appropriate, the type of unit, make, model number, voltage, gpm, rpm, size, source for repair and/or spare parts, capacity, procurement source, purpose, and functions.

6.4.3 Policies and procedures related to maintenance requirements including the following:

- Maintenance requirement cards, identifying step-by-step procedures for equipment checks which the Contractor shall perform daily, weekly, monthly, quarterly, semiannually and annually for irrigation maintenance. The maintenance requirements shall be based on the vendor equipment manuals for the equipment, copies of which will be provided to the Contractor.
- A summary maintenance schedule based on and cross-referenced to the equipment guide list specifying the proposed schedule for daily, weekly, monthly, quarterly, semiannual and annual maintenance.
- An equipment history logbook for recording the results of each maintenance check and the historical condition of each piece of equipment.
- A flow chart and a written description of how the maintenance program will be used and implemented.

The Administration, Operation, and Maintenance Program shall be submitted by the Contractor for review and approval by the Property Manager's Program Manager. The Contractor shall modify the program as required by the Property Manager's Program Manager.

#### **7.0 RESPONSE TIME**

The Contractor shall provide services and repairs within the amount of time indicated in this Agreement. The following is general response time information and requirements for the Emergency Response Program to be developed, implemented, and maintained by the Contractor.

### **7.1 General**

The Contractor shall, on a timely and efficient basis, respond to any and all requests, and perform all repairs, inspections, and observations, etc. stipulated in the Project Manual. The Contractor shall provide supervisory, operating and maintenance personnel as required who shall be available on call 24 hours per day, 7 days per week to respond to and correct any problems with any of the elements covered by this agreement.

Response time, unless otherwise directed by the Property Manager, required by the Contractor for various maintenance activities is as follows:

- Standard maintenance activity adjustments - varies; as directed by Property Manager
- Irrigation adjustments - 24 hours
- Standard repairs - one week
- Emergency repairs - three hours
- Unscheduled maintenance request - as needed, as soon as four hours
- Plant material replacement - two weeks

Should the Contractor fail to respond to a request for any services addressed in this Project Scope within the required allotted time, the Property Manager shall, at the Contractor's sole expense, provide the requested services.

### **7.2 Emergency Response Program**

The Contractor shall develop, implement, and maintain an emergency response program (ERP) for emergency work that must proceed immediately to avoid property damage or result in a public health or safety hazard. The ERP shall address emergency situations including, but not limited to, the following items:

- Irrigation line breaks
- Equipment failures
- Chemical spills
- Additionally, the ERP shall address the following:
- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Property Manager, District Manager, the Southwood community, and other utility companies affected by the listed emergency
- The contractor shall prepare, maintain, and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Property Manager.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program (refer to Section 6 for further details).

## **END OF SCOPE OF SERVICES**

**EXHIBIT B**  
**PROPOSAL PRICING**

## Proposal Form Part I – Proposal Summary Sheet

I, Robin Barber REPRESENTING All Pro Land Care of Tallahassee, Inc.  
Company and/or Corporation ("Proposer"), agree to furnish the services required in the  
scope/specifications at the following prices:

**I. Contract Proposal Amount:** \$ 1,065,142.47  
*(Please provide an average of  
all five years of pricing)*

**Annual Total, Year 1:** \$ 1,034,765.03

**Annual Total, Year 2:** \$ 1,059,859.59

**Annual Total, Year 3:** \$ 1,059,859.59

**Annual Total, Year 4:** \$ 1,085,614.08

**Annual Total, Year 5:** \$ 1,085,614.08

### II. Proposer Information

NAME OF PROPOSER: All Pro Land Care of Tallahassee, Inc.

ADDRESS: 2800 Mahan Dr.

PHONE: (850) 656-0208 FAX: (850) 656-0191

SIGNATURE: 

PRINTED NAME: Robin Barber

TITLE: President/ CEO

DATE: 3/23/2020

## Unit Cost Worksheet

Per Unit	Frequency	
<b>Lawn Maintenance</b>		
\$ 35.92 per acre	varies	Standard Maintenance Quantity (Ac)
\$ 73.20 per acre	varies	Full Maintenance Quantity (Ac)
<b>Fertilization and Nutrients</b>		
\$ 130.51 per acre	2	Turf - Full Maint. Areas Only
\$ 0.08 per sqft	2	Shrubs/Groundcover - Bed Areas
\$ 2.26 per tree	1	Trees
<b>Mulch - ** One (1) bale pine straw to cover 40 SqFt **</b>		
\$ 4.79 per bale	2	Shrubs/Groundcover - Bed Areas
	1	Mulched Beds
	2	Trees ** Average two and a half (2.5) bales per tree **
<b>Pruning</b>		
\$ 22.42 per 1000 sqft	6	Shrubs/Groundcover - Bed Areas
\$ 26.00 per tree	2	Trees
<b>Weed Control (Pre-Emergent)</b>		
\$ 230.03 per acre	2	Full Maintenance Acreage
\$ 6.72 per 1000 sqft	2	Shrubs/Groundcover - Bed Areas
<b>Weed Control (Post-Emergent and Hand Weeding)</b>		
\$ 46.40 per acre	6	Full Maintenance Acreage
\$ 46.40 per acre	26	Shrubs/Groundcover - Bed Areas
<b>Integrated Pest Management - Scouting, Insect, Fungus &amp; Ant Control</b>		
\$ 37.13 per acre	4	Turf - Full Maint. Areas Only
<b>Litter / Debris Control and Removal</b>		
\$ 19.75 per acre/ month	12	Turf - Full and Standard
\$ 35.00 per hour	varies	Supplemental Freq. As Requested (Blowing)
\$ 27.00 per Dogi Pot/ month	12	Dogi Pots
<b>Misc Mowing</b>		
\$ 34.92 per acre	2	Turf - Pond Bottom
<b>Irrigation</b>		
\$ 0.60 per head/ month		Irrigation per head

# Landscape Maintenance Worksheet

[illegible]



## Irrigation Cost Worksheet

Controller	Unit	Grid	Location	Brand/Model	Zones	Sprays	Rotors	Heads	Annual Frequency	Total Cost
1	5	C10	Merchants Row West	Toro LTC Plus	16	414	24	438	6	\$ 1,576.80
2	2,5	E10	Merchants Row East	Toro LTC Plus	19	471	91	562	6	\$ 2,023.20
3	1	E10	Four Oaks	Toro LTC Plus	32	438	173	611	6	\$ 2,199.60
4	1	G09	TC1 Pond	Toro LTC Plus	18	396	93	489	6	\$ 1,760.40
5	3	G13	Terrebone	Hunter I-Core	20	671	0	671	6	\$ 2,415.60
6	CP	G10	Central Park	Hunter ICC800M	33	0	268	268	6	\$ 964.80
7	23	E11	Parks & Ponds	Hunter ICC2	31	307	301	608	6	\$ 2,188.80
8	25	J06	Biltmore & Longfellow	Hunter I-Core	23	347	75	422	6	\$ 1,519.20
9	4,6,9	H09	Mossy Creek Lane	Toro LTC Plus	13	545	0	545	6	\$ 1,962.00
10	29	G04	Unit 29, 30, FL170 & FL080	Hunter I-Core 600-SS	42	762	197	959	6	\$ 3,452.40
11	4	I10	Hemingway	Hunter Pro-C	3	52	22	74	6	\$ 266.40
12	21	G06	Arch Site - Dickenson & Dunbar	Hunter Pro-C	10	156	79	235	6	\$ 846.00
13	10	C08	Parks, Ponds & ROW	Hunter ICC2	24	411	135	546	6	\$ 1,965.60
14	26	I06	Parks Only	Hunter ICC	5	99	0	99	6	\$ 356.40
15	Orange	C04	ROW, Medians, Slopes & Ponds	Hunter I-Core	30	478	191	669	6	\$ 2,408.40
16	14	F12	Common Areas - Avon Park	Hunter ACC	17	87	157	244	6	\$ 878.40
17	4	H09	FL040, Mossy Creek & Grove Park	Toro Custom-Command	2	0	64	64	6	\$ 230.40
18	35	A12	Merchants Row & Shumard West	Hunter ACC 99D-PP	55	1407	0	1407	6	\$ 5,065.20
19	5	C07	Blair Stone, Esplanade	Hunter I-Core	37	712	111	823	6	\$ 2,962.80
20	5	C04	Bluff Oak Way	Hunter ACC	6	37	44	81	6	\$ 291.60
21	19	F05	Pocket Park	Hunter XCH-400	2	16	9	25	6	\$ 90.00
22	16	H11	Common Areas - Grove Park	Hunter ICC	19	971	97	1068	6	\$ 3,844.80
23	17	E06	Blair Stone & Four Oaks Roundabout	Hunter ACC	41	542	409	951	6	\$ 3,423.60
24	2	J09	Common Areas	Hunter I-Core	20	511	114	625	6	\$ 2,250.00
25	27	B07	New Village & Gainsborough	Hunter XCH-1200	12	440	0	440	6	\$ 1,584.00
26	27	B07	New Village & Gainsborough	Hunter XCH-800	7	224	22	246	6	\$ 885.60
27	2	I10	Endicott Park	Hunter XCH-400	4	0	61	61	6	\$ 219.60
28	31	H4	Unit 31 - Oak Run Village	Hunter I-Core	41	303	245	548	6	\$ 1,972.80
16	14	F12	Common Areas - Avon Park	Hunter ACC	0	0	4	4	6	\$ 14.40
10	29	G04	Unit 29, 30, FL170 & FL080	Hunter I-Core 600-SS	0	0	1	1	6	\$ 3.60
	31		Unit # 31, Phase 3			342	49	391	6	\$ 1,407.60
										\$ -
					582	11,139	3,036	14,175		\$ 51,030.00

**COMPOSITE EXHIBIT C  
FORMS**



## CRCDD Weekly Review

Monday 2/17/20	Tuesday 2/18/20	Wednesday 2/19/20	Thursday 2/20/20	Friday 2/21/20
<b>Weather of the Week</b>				
Hi 70°F Lo 56°F Rain 0.01"	Hi 76°F Lo 63°F Rain 0.00"	Hi 83°F Lo 66°F Rain 0.00"	Hi 70°F Lo 46°F Rain 0.47"	Hi 55°F Lo 40°F Rain 0.00"
<b>Full Maintenance</b>				
NON-UNIT: Goldenrod & FL162 UNIT 29: Coneflower Park UNIT 31: Parks, Green Space, Rows, Lift Station Unit 32: Alley Way Unit 32: Jasmine Hill Unit 32: Lantana Lane Unit 32: Overcup Way		Blair Stone Rd (Units 5, 17) UNIT 1: TC1 Pond (FL130) UNIT 17: WD284 Pond on Four Oaks UNIT 18: Cummings Park UNIT 2: Butterfly Parks UNIT 23: Parks, Ponds & Green Spaces Unit 32: Green Space	Four Oaks Blvd (Units 1, 17, 29) Shumard Oaks Blvd West (Unit 35) UNIT 1: Barringer Hill Nature Trail UNIT 1: Verdura Point Park UNIT 35: Merchants Row West	Central Park: Tot Lot Four Oaks Blvd (Units 1, 17, 29) UNIT 27: New Village
<b>Mulch</b>				
			Central Park: FL120	
<b>Detail service</b>				
WD090N (Pond) WD290 (Pond)	WD090N (Pond) WD290 (Pond)		WD090S (Pond)	Central Park: (20) Trees off Grove Park
<b>IPM</b>				
<b>Fertilizer: 19-19-19</b>				
			Central Park	
<b>Post-Emergent: Product Used - SpeedZone Southern</b>				
	UNIT 1: Mulberry Park Blvd UNIT 29: Coneflower Park UNIT 30: Woodland Fields Park Unit 32: Orange Ave	Hemingway Blvd & Trail (Units 2, 4) NON-UNIT: FL040 - Mossy Creek UNIT 1: TC1 Pond (FL130) UNIT 10: New Dawn Park UNIT 31: FL070 UNIT 36: Bluff Oak Way UNIT 5: Drayton Drive		
<b>Pre-Emergent: Product used - Dimension 2EW</b>				
UNIT 5: Capital Circle SE Buffer	UNIT 1: Mulberry Park Blvd UNIT 29: Coneflower Park UNIT 30: Woodland Fields Park UNIT 31: Parks, Green Space, Rows, Lift Station Unit 32: Jasmine Hill Unit 32: Lantana Lane Unit 32: Orange Ave Unit 32: Overcup Way UNIT 35: Merchants Row Entry Feature	Hemingway Blvd & Trail (Units 2, 4) NON-UNIT: FL040 - Mossy Creek UNIT 1: TC1 Pond (FL130) UNIT 10: New Dawn Park UNIT 14: Buffers UNIT 23: Parks, Ponds & Green Spaces UNIT 29: Coneflower Park UNIT 31: FL070 UNIT 35: Merchants Row Entry Feature UNIT 36: Bluff Oak Way UNIT 5: Drayton Drive Utility Boxes	Central Park: Tot Lot UNIT 1: Mulberry Park Blvd UNIT 14: Avon Park	
<b>Non-Selective: Product used - Roundup QuikPro</b>				
UNIT 29: Orange Ave (Mossy Creek to Four Oaks) UNIT 30: Woodland Fields Park UNIT 5: Capital Circle SE Buffer	UNIT 31: Parks, Green Space, Rows, Lift Station Unit 32: Jasmine Hill Unit 32: Lantana Lane Unit 32: Overcup Way UNIT 35: Merchants Row Entry Feature	UNIT 14: Buffers UNIT 23: Parks, Ponds & Green Spaces UNIT 29: Coneflower Park UNIT 35: Merchants Row Entry Feature Utility Boxes	WD090N (Pond) WD290 (Pond) Central Park: Tot Lot CRCDD: Maintenance UNIT 1: Mulberry Park Blvd UNIT 14: Avon Park	
<b>Irrigation</b>				
<b>Irrigation Inspection</b>				
	Controller 2, Unit 5			
<b>Irrigation Troubleshooting (In Contract)</b>				
Controller	Unit Number	Date	Description	
1	5	2/17	Wet Test	
2	5	2/18	Wet Test	
<b>Irrigation Repairs</b>				
Controller	Unit Number	Date	Description	Invoice Number
1	5	2/17 & 2/19	Valve Replace	191564
2	5	2/18	Irrigation Repair	191565
28	31	2/19	Mainline Repair	191563
<b>Accidents/Incidents:</b> None				
<b>Safety and Training:</b> Weekly "Toolbox" Safety Meeting (Friday)				
<b>Routine service</b>				
Bi-weekly maintenance of Dogi Pots throughout the district.				
Bi-weekly removal of debris from grates throughout the district.				
Daily maintenance of trash cans throughout the district.				
Daily blowing of Merchant's Row at Town Center and Tot Lot.				
Weekly blowing and debris cleanup of Unit #10, Mossy Creek, and Central Park Trails as needed.				

# ALL PRO LAND CARE PEST MANAGEMENT WORK ORDER

Date: \_\_\_\_\_

Customer Information:

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

Capital Region Comm. Deve  
Robert Berlin  
3196 Merchants Row, Suite 130  
Tallahassee, FL 32311  
727-5310  
rberlin@gmsnf.com

CRCDD:Maintenance

Units: \_\_\_\_\_  
Area/Street: \_\_\_\_\_

Commercial:Southwood:Recurring

Product Used	EPA #	Mixture Rate	Amt Used	Target Pest
Prodiamine 65 WDG	66222-89	12 oz / 1 acre		Pre-Emergent Herbicide
Transtect	59639-170-74779	6oz packet per 25-50gal water		Systemic Insecticide Insecticide
13-6-6				Fertilizer Fertilizer
Celsius WG	432-1507	0.113 oz / 1,000sqft		Post-Emergent Herbicide
Certainty	524-534			Post-Emergent Herbicide
SpeedZone Southern EW	2217-1031	4pt/ acre		Post-Emergent Herbicide
Round-Up Quick-Pro	524-535	1.5oz / 1 gal		Non-Selective - Systemic Herbicide
Fahrenheit	53883-387	4oz/ acre		Post-Emergent Herbicide
Blindside	279-3411	.15 to .25 oz / 1000 sqft		Post-Emergent Herbicide
Spreader Sticker	19255	1 - 3 pints / 1 acre		Non-Ionic Surfactant
Triple Crown T&O	279-3456	20-35oz./ Acre OR 0.8oz/		Insecticide Insecticide

CIRCLE ONE CHOICE FOR EACH BELOW

**WEATHER CONDITIONS:** SUNNY / CLEAR / CLOUDY / PARTLY CLOUDY

**TEMP:** \_\_\_\_\_ **WIND:** MILD / BREEZY / WINDY

**TREATMENT:** INITIAL / SPOT / FOLLOW UP / CALL BACK / MISSED AREAS

**TREATMENT AREA:** ROW / PARK / POND / BEDS / **OTHER:** \_\_\_\_\_

**TYPE OF TURF:** CENTIPEDE / ST. AUGUSTINE / BERMUDA / ZOYSIA

**CONDITION OF TURF:** \_\_\_\_\_

**TARGET PESTS:** SUMMER WEEDS / WINTER WEEDS / INSECT / DISEASE

**ADDITIONAL NOTES:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CPO Name: Bishop, Kimberly K (JF200553 JE143852 LF223255)

Tech Name: Proehl, Nick (JE253752 LF259885)

Tech Name: Finney, Alphonso (JE294744)

Tech Name: Jennings, Eldred (JE102514)

Tech Name: \_\_\_\_\_

Tech Name: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



# Controller # 1

Unit # 5

Merchants Row West

## Irrigation Inspection

Date \_\_\_\_\_

Total Time On Inspection:

Controller Type: Toro LTC Plus

Valve Type/Size: Toro 2"

Backflow Number: (R3) 3603 Capital Circle SE/Blair Stone #W

Mainline Size: 4"

Electric Meter: (E6) #E232946 - 2150 Merchants Row Blv

Run Time adjustment: 100%

Did you finish?

☐ Yes

☐ No

	Start	End	Run Time	Su	Mo	Tu	We	Th	Fr	Sa
A	9:00 PM	12:20 AM	3:20		X	X	X			
B			0:00							
C			0:00							

### Brand of Heads (list any & all):

Hunter 4" pop-up with Toro 9SST nozzle - Hunter PGP with # 6 nozzle

11,202.00 Gallons Per Cycle

Zone	Sprays	Rotors	Valve Location	A	B	C	Zone location	Zone Ok	Notes during Wet Test
1	29		Merchants Row	10			South side between sidewalk and curb		
2	21		Merchants Row	10			Median of Merchants Row		
3	28		Merchants Row	10			North side between sidewalk and curb		
4	62		Merchants Row	10			Median of Merchants Row		
5	37		Merchants Row	10			North side between sidewalk and curb		
6		12	Merchants Row	20			Back of sidewalk North side		
7		12	Merchants Row	20			Back of sidewalk North side		
8	38		Esplanade	10			West side between sidewalk and curb		
9	37		Esplanade	10			East side between sidewalk and curb		
10	33		Esplanade	10			East side between sidewalk and curb		
11	28		Esplanade	10			West side between sidewalk and curb		
12	36		Drayton (2 valves)	10			North side between sidewalk and curb		
13	43		Drayton	10			North & South side between sidewalk & curb (2 zones)		19 on N side, 24 on S side
14	22		Drayton	10			South side between sidewalk and curb		
15			Merchants Row	20			South side Entrance Bed (Dripline)		dripline
16			Merchants Row	20			North side Entrance Bed (Dripline)		dripline
	414	24	Totals	3:20	0:00	0:00			

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT**  
**IRRIGATION REPAIR REQUEST FORM**

**DATE:** \_\_\_\_\_

**DAMAGE:** \_\_\_\_\_

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**LOCATION:** \_\_\_\_\_

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**PROBABLE CAUSE OF DAMAGE:** \_\_\_\_\_

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**ESTIMATED COST OF MATERIALS & LABOR REQUIRED FOR TREATMENT:** \_\_\_\_\_

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**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. \_\_\_\_**

**THIS WORK AUTHORIZATION** (“Work Authorization”) is presented according to the requirements of that certain Landscape & Irrigation Maintenance Services Agreement (“Agreement”), and is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by 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 \_\_\_\_\_ (“District”); and

**ALL-PRO LAND CARE OF TALLAHASSEE, INC.**, a Florida corporation, with an address of 2800 Mahan Drive, Tallahassee, Florida 32308 (“Contractor”).

**SECTION 1. SCOPE OF SERVICES.** In addition to the Services described in the Agreement, any exhibits and amendments thereto, and any work authorizations authorized pursuant thereto, the Contractor shall provide the services set forth on the proposal attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). The Agreement and this Work Authorization shall be controlling over any conflict between either document and the provisions of **Exhibit A**.

**SECTION 2. COMPENSATION.** Payment of compensation for the Services under this Work Authorization shall be based upon the Agreement and as set forth in **Exhibit A**.

**SECTION 3. ACCEPTANCE.** Acceptance of this Work Authorization will authorize the Contractor to complete the Services as specified in **Exhibit A**, and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall perform the Services in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Work Authorization to be executed the day and year first above written.

**Attest:**

**CAPITAL REGION COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Assistant Secretary/Secretary

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chairman, Board of Supervisors

\_\_\_\_\_  
Print Name

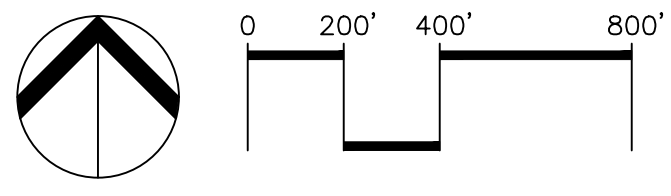
**ALL-PRO LAND CARE OF TALLAHASSEE, INC.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

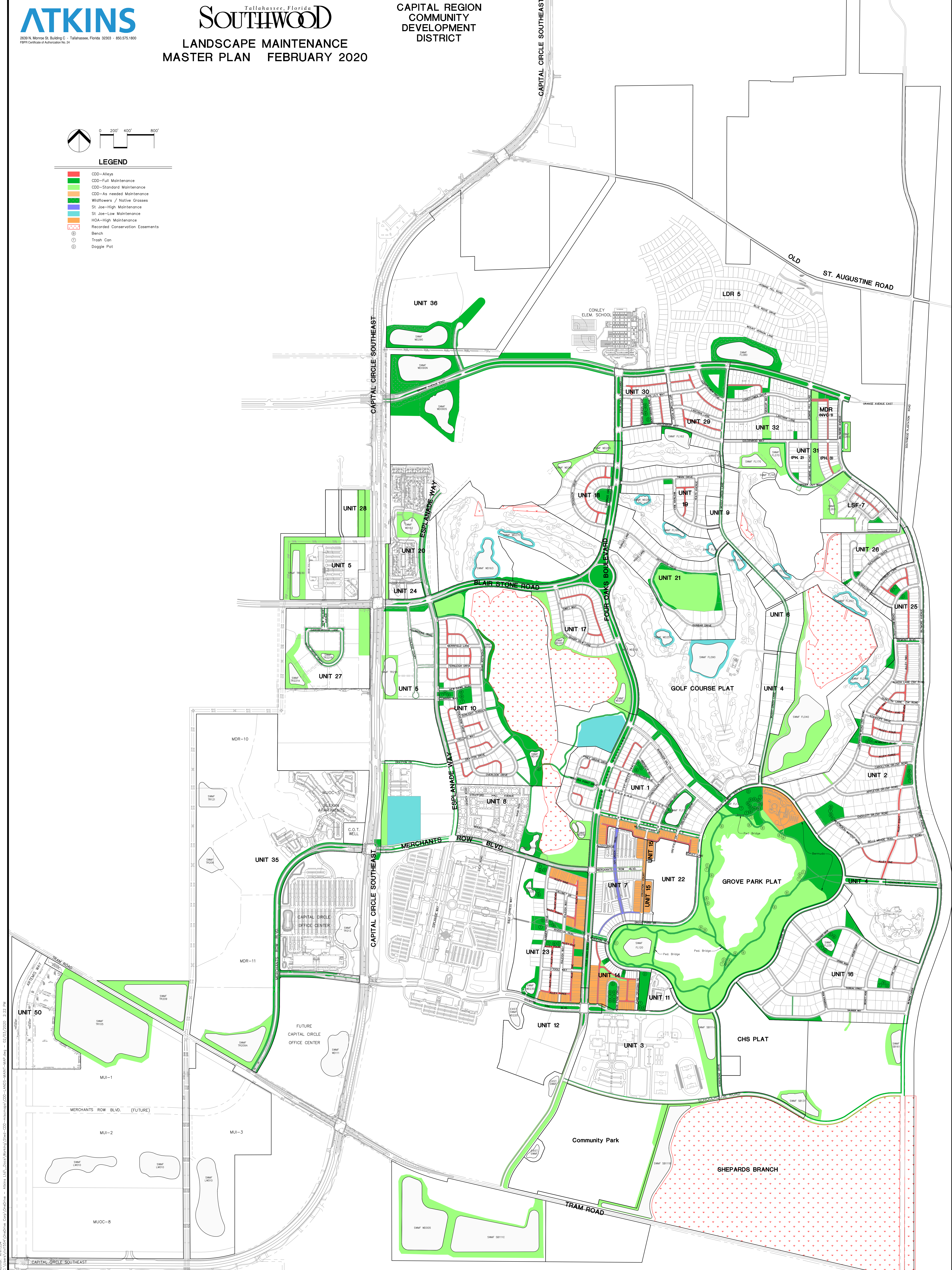
**Attachment A:**      Proposal

**EXHIBIT D**  
**MAINTENANCE MAP**



**LEGEND**

- CDP-Alleys
- CDP-Full Maintenance
- CDP-Standard Maintenance
- CDP-As needed Maintenance
- Wildflowers / Native Grasses
- St Joe-High Maintenance
- St Joe-Low Maintenance
- HDA-High Maintenance
- Recorded Conservation Easements
- Bench
- Trash Can
- Deggle Pot



## *TENTH ORDER OF BUSINESS*

*D.*

*1.*

Monday 6/29/20	Tuesday 6/30/20	Wednesday 7/1/20	Thursday 7/2/20	Friday 7/3/20
<b>Weather of the Week</b>				
Hi 95°F Lo 73°F 0.09" Rain	Hi 97°F Lo 74°F 0.10" Rain	Hi 91°F Lo 72°F 0.03" Rain	Hi 93°F Lo 73°F 0.00" Rain	Hi 91°F Lo 73°F 0.00" Rain
<b>Full Maintenance</b>				
Biltmore Ave (Units 16,2,25) Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) Shumard Oak Blvd (Units 3,5) UNIT 1:Verdura Point Park UNIT 17:Shady View Pond (WD260) UNIT 17:Verdura Lake Green Space UNIT 2:Carrollton Park UNIT 23:Parks, Ponds & Green Spaces UNIT 23:Riverton Park (Four Oaks to Summertree) UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 5:Drayton Drive UNIT 7:Riverton (Grove Park to Four Oaks)	Blair Stone Rd (Units 5,17) Central Park Esplanade Way (Unit 5) LSF-7 NON-UNIT:Goldenrod & FL162 Schoolhouse Rd (Units 3,4) UNIT 1:Barringer Hill Nature Trail UNIT 1:Iberville Park UNIT 1:Mulberry Park Blvd UNIT 1:TC1 Pond (FL130) UNIT 10:Trails UNIT 10:WD141 UNIT 10:WD160 UNIT 14:Avon Park UNIT 16:Faulkner RoW UNIT 16:FL230 UNIT 16:Poe Park UNIT 16:Salinger & Sidewalk, Poe, Faulkner & Park UNIT 16:Salinger Way UNIT 2:Endicott Park UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park UNIT 4:Terrebonne Dr.	Unit 4,6,9:Mossy Creek Unit 7:Grove Park Unit 14:Green Spaces Unit 19:Twain Park Unit 35:Merchants Row Entry Feature Unit 5: Merchants Row Unit 8:WD140 Unit 2:Newberry Park Unit 2: Butterfly Parks Unit 2: Tremont Unit 2:Common Area Unit 4:Grove Park Unit 23: Parks, Ponds and Green Spaces Unit 5: Shumard Unit 37:Green Space Unit 37:Esplanade Nature Trail Unit 20:Esplanade North	Unit 8:WD140 FL040- Mossy Creek Unit 10: New Dawn Park Unit 10:Overlook Park Unit 19: Twain Park Bermuda Plot (CP) Unit 27:New Village	Closed
<b>Standard Maintenance</b>				
Central Park UNIT 17:WD253 UNIT 17:WD284 UNIT 18:WD281	Central Park LSF-7:FL263 NON-UNIT:SE Natural Area Blair/Espl/Overlook UNIT 16:Salinger Way UNIT 26:Mossy Creek Nature Trail Ext.	Central Park	Central Park	
<b>Debris Cleanup</b>				
	Central Park	Storm Clean Up	Central Park	
<b>Mulch</b>				
UNIT 30:Woodland Fields Park				
<b>Detail service</b>				
	UNIT 1:Iberville Park UNIT 1:TC1 Pond (FL130) UNIT 18:Cummings Park			
<b>IPM</b>				
<b>Post-Emergent:</b> Product Used - Celsius & Certainty				
UNIT 19:Twain Park				
<b>Pre-Emergent:</b> Product used - Dimension 2EW				
Hemingway Blvd & Trail (Units 2,4) UNIT 1:Iberville Park UNIT 1:TC1 Pond (FL130) UNIT 1:Verdura Point Park UNIT 2:Carrollton Park UNIT 5:Merchants Row				
<b>Non-Selective:</b> Product used - Roundup QuikPro				
Biltmore Ave (Units 16,2,25) Hemingway Blvd & Trail (Units 2,4) UNIT 1:Iberville Park UNIT 1:TC1 Pond (FL130) UNIT 1:Verdura Point Park UNIT 2:Carrollton Park UNIT 5 UNIT 5:Merchants Row				
<b>Insecticide:</b> Triple Crown				
UNIT 19:Twain Park	UNIT 1:Mulberry Park Blvd (Cambistat)			
<b>Irrigation</b>				
<b>Irrigation Troubleshooting (In Contract)</b>				
Controller	Unit Number	Date	Description	
28	31	6/29	Wet Test	
6	CP	6/29	Wet Test	
5	3	6/30	Repair	
<b>Irrigation Repairs</b>				
Controller	Unit Number	Date	Description	Invoice Number
6	CP	6/29	Replace Valve	192031
<b>Additional Contracted Work</b>				
Unit	Date	Description	Invoice Number	
Avon Park & Shumard	7/1	Remove Storm Debris	192036	
Butterfly Garden	5/8-6/26	Hand-weeding & Detail	192034	
<b>Storm Clean-up/ Debris</b>				
Storm Clean-up/ Debris	7/1 & 7/2			

**Accidents/Incidents:** None

**Safety and Training:** Weekly "Toolbox" Safety Meeting (Friday)

## Routine service

Bi-weekly maintenance of Dogi Pots throughout the district.

Bi-weekly removal of debris from grates throughout the district.

Daily maintenance of trash cans throughout the district.

Daily blowing of Merchant's Row at Town Center and Tot Lot.

Weekly blowing and debris cleanup of Unit #10, Mossy Creek, Esplanade Trail, Barringer Hill Trail and Central Park Trails as needed.



## CRCDD Weekly Review

Monday 7/6/20	Tuesday 7/7/20	Wednesday 7/8/20	Thursday 7/9/20	Friday 7/10/20
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### Weather of the Week

Hi 87°F Lo 74°F 0.99" Rain	Hi 86°F Lo 75°F 0.30" Rain	Hi 90°F Lo 73°F 0.00" Rain	Hi 92°F Lo 73°F 0.00" Rain	Hi 97°F Lo 76°F 0.31" Rain
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### Full Maintenance

Rain	Rain	Orange Ave UNIT 1:Mulberry Park Blvd UNIT 14:Avon Park UNIT 29:Orange Ave (Mossy Creek to Four Oaks) Unit 32:Orange Ave UNIT 35:Merchants Row West	Central Park:FL131 Central Park:Tot Lot UNIT 18:Cummings Park UNIT 21 & Arch Site:Arch Site Exterior UNIT 31:FL070 UNIT 31:FL170 & Buffer UNIT 31:Parks, Green Space, Rows, Lift Station Unit 32:Alley Way Unit 32:Green Space Unit 32:Jasmine Hill Unit 32:Lantana Lane Unit 32:Overcup Way Unit 32:Park (off Mossy & Coneflower)	Bermuda Plot (CP) Central Park:FL131 Hemingway Blvd & Trail (Units 2,4) UNIT 10:Trails UNIT 10:WD141 UNIT 10:WD160 UNIT 20:Esplanade North (Unit 20) UNIT 21 & Arch Site:Arch Site Exterior UNIT 37:Common Area UNIT 37:Esplanade Nature Trail UNIT 5:Drayton Drive
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### Standard Maintenance

			Central Park:Butterfly Garden UNIT 1:WD240	Central Park UNIT 5:Capital Circle SE Buffer
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### Debris Cleanup

	Central Park	Central Park	Storm Clean Up	
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### Pruning

		Biltmore Ave (Units 16,2,25) UNIT 23:Riverton Park (Four Oaks to Summertree)		
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### Non-Selective: Product used - Roundup QuikPro

		Orange Ave		
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### Irrigation Troubleshooting (In Contract)

Controller	Unit Number	Date	Description
23	17	7/6	Wet Test

### Irrigation Repairs

Controller	Unit Number	Date	Description	Invoice Number
23	17	7/6	Irrigation Repair	192040

### Storm Clean-up/ Debris

Storm Clean-up/ Debris	7/7 to 7/9			
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### Accidents/Incidents: None

### Safety and Training: Weekly "Toolbox" Safety Meeting (Friday)

### Routine service

Bi-weekly maintenance of Dogi Pots throughout the district.

Bi-weekly removal of debris from grates throughout the district.

Daily maintenance of trash cans throughout the district.

Daily blowing of Merchant's Row at Town Center and Tot Lot.

Weekly blowing and debris cleanup of Unit #10, Mossy Creek, Esplanade Trail, Barringer Hill Trail and Central Park Trails as needed.

Monday 7/13/20	Tuesday 7/14/20	Wednesday 7/15/20	Thursday 7/16/20	Friday 7/17/20
<b>Weather of the Week</b>				
Hi 96°F Lo 74°F	Hi 93°F Lo 76°F	Hi 92°F Lo 76°F	Hi 97°F Lo 73°F	Hi 96°F Lo 76°F
Rain 0.00"	Rain 0.00"	Rain 0.00"	Rain 0.00"	Rain 0.00"
<b>Full Maintenance</b>				
Biltmore Ave (Units 16,2,25) Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) Shumard Oak Blvd (Units 3,5) UNIT 1:Mulberry Park Blvd UNIT 1:Verdura Point Park UNIT 14:Avon Park UNIT 18:Cummings Park UNIT 2:Carollton Park UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 36:Bluff Oak Way UNIT 5:Drayton Drive	Blair Stone Rd (Units 5,17) Esplanade Way (Unit 5) LSF-7 NON-UNIT:Goldenrod & FL162 Schoolhouse Rd (Units 3,4) UNIT 1:Barringer Hill Nature Trail UNIT 1:Iberville Park UNIT 1:TC1 Pond (FL130) UNIT 10:Green Spaces (2) UNIT 10:New Dawn Park UNIT 10:Overlook Park UNIT 10:Trails UNIT 10:WD141 UNIT 10:WD160 UNIT 16:FL230 UNIT 16:Poe Park UNIT 16:Salinger & Sidewalk, Poe, Faulkner & Park UNIT 16:Salinger Way UNIT 2:Butterfly Parks UNIT 2:Endicott Park UNIT 2:Tremont UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park UNIT 4:Terrebone Dr.	Bermuda Plot (CP) Mossy Creek Lane (Units 4,6,9) NON-UNIT:Schoolhouse Rd. & Biltmore Ext. UNIT 14:Green Space UNIT 16:Faulkner Park UNIT 16:Faulkner RoW UNIT 27:New Village UNIT 35:Merchants Row West UNIT 4:Grove Park Dr UNIT 5:Merchants Row UNIT 7:Grove Park Dr UNIT 8:WD140	Bermuda Plot (CP) Central Park:FL131 Central Park:Tot Lot Esplanade Way (Unit 5) Hemingway Blvd & Trail (Units 2,4) Mossy Creek Lane (Units 4,6,9) NON-UNIT:Goldenrod & FL162 UNIT 2:Butterfly Parks UNIT 2:Newberry Parks UNIT 21 & Arch Site:Arch Site Exterior UNIT 23:Parks, Ponds & Green Spaces UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park UNIT 31 UNIT 31:Parks, Green Space, Rows, Lift Station Unit 32:Alley Way Unit 32:Green Space Unit 32:Jasmine Hill Unit 32:Lantana Lane Unit 32:Overcup Way Unit 32:Park (off Mossy & Coneflower) UNIT 4:Grove Park Dr	NON-UNIT:Schoolhouse Rd. & Biltmore Ext. UNIT 19:Twain Park UNIT 23:Parks, Ponds & Green Spaces UNIT 23:Riverton Park (Four Oaks to Summertree) UNIT 37:Common Area UNIT 37:Esplanade Nature Trail UNIT 5:Four Oaks (Shumard to Tram) UNIT 7:Riverton (Grove Park to Four Oaks) WD090N (Pond) WD090S (Pond) WD290 (Pond)
<b>Standard Maintenance</b>				
Central Park UNIT 17:Shady View Pond (WD260) UNIT 17:Verdura Lake Green Space UNIT 17:WD253 UNIT 17:WD284 UNIT 18:WD281	LSF-7:FL263 NON-UNIT:TR230 UNIT 16:Drainage Easement UNIT 27:SW Field on CC UNIT 27:TR221A UNIT 5:NW Field on CC	Central Park NON-UNIT:SB161 UNIT 1:WD240 UNIT 27:TR221A UNIT 27:TR221B UNIT 5:Capital Circle SE Buffer UNIT 5:Four Oaks (Shumard to Tram) UNIT 5:Natural Area by Urban Park UNIT 5:TR216	Central Park Central Park:Butterfly Garden NON-UNIT:FL040 - Mossy Creek NON-UNIT:Mossy Creek Nature Trail UNIT 31:FL070 UNIT 31:FL170 & Buffer	Central Park NON-UNIT:SB161 UNIT 5:Four Oaks (Shumard to Tram)
<b>Debris Cleanup</b>				
		Central Park		
<b>Pruning</b>				
			UNIT 4:Terrebone Dr.	
<b>IPM</b>				
<b>Post-Emergent:</b> Product Used - Speedzone Southern				
UNIT 19:Twain Park				
<b>Irrigation</b>				
<b>Irrigation Inspection</b>				
			Controller 10, Unit 29, 30, FL170 & FL080 Controller 15, Unit Orange Ave & Ponds	
<b>Irrigation Troubleshooting (In Contract)</b>				
Controller	Unit Number	Date	Description	
10	29	7/16	Wet Test	
15	Orange	7/16	Wet Test	
<b>Irrigation Repairs</b>				
Controller	Unit Number	Date	Description	Invoice Number
7	23	7/20	Mainline Repair	192045
<b>Additional Contracted Work</b>				
Unit	Date	Description	Invoice Number	
	7/14	Sod installs from irrigation repairs - various locations	192043	
	7/16	Removal of tree on Terrebone	192044	
	7/16	Remove Pile of dirt on Four Oaks	192046	
	7/16	Mow Section of Lake Verdura	192049	
<b>Accidents/Incidents:</b> None				
<b>Safety and Training:</b> Weekly "Toolbox" Safety Meeting (Friday)				
<b>Routine service</b>				
Bi-weekly maintenance of Dogi Pots throughout the district.				
Bi-weekly removal of debris from grates throughout the district.				
Daily maintenance of trash cans throughout the district.				
Daily blowing of Merchant's Row at Town Center and Tot Lot.				
Weekly blowing and debris cleanup of Unit #10, Mossy Creek, Esplanade Trail, Barringer Hill Trail and Central Park Trails as needed.				

Monday 7/20/20	Tuesday 7/21/20	Wednesday 7/22/20	Thursday 7/23/20	Friday 7/24/20
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## Weather of the Week

Hi 98°F Lo 76°F	Hi 92°F Lo 73°F	Hi 93°F Lo 73°F	Hi 89°F Lo 74°F	Hi 92°F Lo 73°F
Rain 0.00"	Rain 1.16"	Rain 0.11"	Rain 0.53"	Rain 0.00"

## Full Maintenance

Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) Orange Ave Shumard Oak Blvd (Units 3,5) UNIT 1:Mulberry Park Blvd UNIT 1:Verdura Point Park UNIT 1:WD240 UNIT 14:Avon Park UNIT 18:Cummings Park UNIT 2:Carrollton Park UNIT 23:Riverton Park (Four Oaks to Summertree) UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 29:Orange Ave (Mossy Creek to Four Oaks) Unit 32:Orange Ave UNIT 36:Bluff Oak Way UNIT 5:Drayton Drive UNIT 7:Riverton (Grove Park to Four Oaks)	Blair Stone Rd (Units 5,17) Esplanade Way (Unit 5) LSF-7 NON-UNIT:Goldenrod & FL162 UNIT 1:Barringer Hill Nature Trail UNIT 1:Iberville Park UNIT 1:TC1 Pond (FL130) UNIT 10:Green Spaces (2) UNIT 10:New Dawn Park UNIT 10:Overlook Park UNIT 10:Trails UNIT 10:WD141 UNIT 10:WD160 UNIT 19:Twain Park UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park	Bermuda Plot (CP) Doggie Pot Stations Mossy Creek Lane (Units 4,6,9) Shumard Oak Blvd (Units 3,5) Shumard Oaks Blvd West (Unit 35) UNIT 14:Green Space UNIT 23:Parks, Ponds & Green Spaces Unit 32:Coneflower ROW UNIT 35:Merchants Row Entry Feature UNIT 35:Merchants Row West UNIT 10:Grove Park Dr UNIT 5:Merchants Row UNIT 7:Grove Park Dr UNIT 8:WD140	Central Park:FL131 Central Park:Tot Lot Doggie Pot Stations Grates - clearing/cleaning Hemingway Blvd & Trail (Units 2,4) UNIT 1:Mulberry Park Blvd UNIT 2:Newberry Parks UNIT 21 & Arch Site:Arch Site Exterior UNIT 29:Orange Ave (Mossy Creek to Four Oaks) UNIT 31:Parks, Green Space, Rows, Lift Station Unit 32:Green Space Unit 32:Jasmine Hill Unit 32:Lantana Lane Unit 32:Overcup Way Unit 32:Park (off Mossy & Coneflower) UNIT 4:Grove Park Dr WD090N (Pond) WD090S (Pond) WD290 (Pond)	Central Park:Tot Lot FL080 Trash Detail UNIT 20:Esplanade North (Unit 20) UNIT 31:Biltmore
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## Standard Maintenance

Central Park UNIT 17:Shady View Pond (WD260) UNIT 17:Verdura Lake Green Space UNIT 17:WD253 UNIT 17:WD284 UNIT 18:WD281 UNIT 21 & Arch Site:Arch Site Conservation Area (In	LSF-7:FL263 NON-UNIT:SB111B NON-UNIT:SB131 NON-UNIT:SE Natural Area Blair/Espl/Overlook UNIT 20:WD162 on Esplanade North UNIT 26:Mossy Creek Nature Trail Ext. UNIT 3:SB111A	NON-UNIT:Merchants Row / Four Oaks Field NON-UNIT:SB111B TR209 TR209A UNIT 1:WD240 UNIT 3:SB111A	Central Park:Butterfly Garden	Central Park:Butterfly Garden Central Park:Trail NON-UNIT:FL040 - Mossy Creek NON-UNIT:Mossy Creek Nature Trail UNIT 20:WD162 on Esplanade North
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## Debris Cleanup

			Biltmore Ave (Units 16,2,25) Storm Clean Up UNIT 31:Biltmore	UNIT 16:Faulkner Park
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## Pruning

				UNIT 14:Avon Park
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## Irrigation

### Irrigation Inspection

		Controller 1, Unit 5		
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### Irrigation Troubleshooting (In Contract)

Controller	Unit Number	Date	Description
1	5	7/22	Wet Test, Repair

### Additional Contracted Work

Unit	Date	Description	Invoice Number
n/a	7/21	Large Tree Debris Clean-up	192055
n/a	n/a	Asphalt Repair behind 2456 Rain Lilly Way	192056

### Storm Clean-up/ Debris

Storm Clean-up/ Debris	7/21/2020			
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### Accidents/Incidents: None

### Safety and Training: Weekly "Toolbox" Safety Meeting (Friday)

### Routine service

Bi-weekly maintenance of Dogi Pots throughout the district.  
Bi-weekly removal of debris from grates throughout the district.  
Daily maintenance of trash cans throughout the district.  
Daily blowing of Merchant's Row at Town Center and Tot Lot.  
Weekly blowing and debris cleanup of Unit #10, Mossy Creek, Esplanade Trail, Barringer Hill Trail and Central Park Trails as needed.

Monday 7/27/20	Tuesday 7/28/20	Wednesday 7/29/20	Thursday 7/30/20	Friday 7/31/20

## Weather of the Week

Hi 90°F Lo 73°F	Hi 86°F Lo 74°F	Hi 89°F Lo 74°F	Hi 93°F Lo 75°F	Hi 94°F Lo 73°F
Rain 0.15"	Rain 1.24"	Rain 0.00"	Rain 0.00"	Rain 0.51"

## Full Maintenance

Biltmore Ave (Units 16,2,25) Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) Grove Park Dr & Unit 14 GS Shumard Oak Blvd (Units 3,5) UNIT 1:Verdura Point Park UNIT 14:Avon Park UNIT 17:Lake Verdura Conservation UNIT 17:Shady View Pond (WD260) UNIT 17:Verdura Lake Green Space UNIT 18:Cummings Park UNIT 2:Carrollton Park UNIT 23:Riverton Park (Four Oaks to Summertree) UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 29:Orange Ave (Mossy Creek to Four Oaks) UNIT 31:Biltmore UNIT 36:Bluff Oak Way UNIT 5:Drayton Drive UNIT 5:Four Oaks (Shumard to Tram) UNIT 7:Riverton (Grove Park to Four Oaks)	Blair Stone Rd (Units 5,17) Hemingway Blvd & Trail (Units 2,4) Schoolhouse Rd (Units 3,4) UNIT 10:Green Spaces (2) UNIT 10:New Dawn Park UNIT 10:Overlook Park UNIT 10:Trails UNIT 10:WD141 UNIT 10:WD160 UNIT 16:Faulkner Park UNIT 2:Newberry Parks UNIT 20:Esplanade North (Unit 20) UNIT 30:Woodland Fields Park UNIT 31:Biltmore UNIT 37:Common Area UNIT 37:Esplanade Nature Trail UNIT 4:Grove Park Dr UNIT 4:Terrebone Dr.	Bermuda Plot (CP) Central Park:Park Crossing Trail Park UNIT 1:Iberville Park UNIT 10:New Dawn Park UNIT 10:Overlook Park UNIT 10:WD141 UNIT 10:WD160 UNIT 14:Green Space UNIT 16:Faulkner Park UNIT 16:Faulkner RoW UNIT 16:Poe Park UNIT 16:Salinger & Sidewalk, Poe, Faulkner & Park UNIT 16:Salinger Way UNIT 23:Parks, Ponds & Green Spaces UNIT 27:New Village UNIT 29:Orange Ave (Mossy Creek to Four Oaks) UNIT 35:Merchants Row Entry Feature UNIT 37:Esplanade Nature Trail UNIT 4:Grove Park Dr UNIT 5:Four Oaks (Shumard to Tram) UNIT 5:Merchants Row UNIT 8:WD140	Central Park:FL131 Central Park:Tot Lot Hemingway Blvd & Trail (Units 2,4) UNIT 19:Twain Park UNIT 2:Butterfly Parks UNIT 2:Endicott Park UNIT 2:Newberry Parks UNIT 2:Tremont UNIT 21 & Arch Site UNIT 21 & Arch Site:Arch Site Exterior UNIT 29:Coneflower Park UNIT 31:Biltmore UNIT 31:Parks, Green Space, Rows, Lift Station Unit 32:Alley Way Unit 32:Green Space Unit 32:Jasmine Hill Unit 32:Lantana Lane Unit 32:Overcup Way Unit 32:Park (off Mossy & Coneflower) UNIT 4:Grove Park Dr	UNIT 1:Barringer Hill Nature Trail WD090N (Pond) WD090S (Pond) WD290 (Pond)
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## Standard Maintenance

Central Park UNIT 17:WD253 UNIT 17:WD284 UNIT 18:WD281 UNIT 5:Natural Area by Urban Park UNIT 5:SE Field on CC / TR216 UNIT 5:TR216	Central Park NON-UNIT:Merchants Row / Four Oaks Field UNIT 1:WD240 UNIT 16:Drainage Easement UNIT 20:WD162 on Esplanade North UNIT 31:Biltmore	Central Park	Central Park Central Park:Butterfly Garden UNIT 31:FL070 UNIT 31:FL170 & Buffer	Central Park
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## Irrigation

### Irrigation Inspection

Controller 20, Unit 36 Bluff Oak Way			Controller 3, Unit 1 Controller 4, Unit 1 & TC1 Pond	Controller 2, Unit 5
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### Irrigation Troubleshooting (In Contract)

Controller	Unit Number	Date	Description
20	36	7/27	Wet Test
1	5	7/27	Stuck Valve
3	1	7/30	Wet Test
4	1	7/30	Wet Test
2	5	7/31	Wet Test

### Irrigation Repairs

Controller	Unit Number	Date	Description	Invoice Number
2	5	7/29	Valve Replacement	192110
3	1	7/30	Irrigation Repair	192111

**Accidents/Incidents:** None

**Safety and Training:** Weekly "Toolbox" Safety Meeting (Friday)

### Routine service

Bi-weekly maintenance of Dogi Pots throughout the district.  
 Bi-weekly removal of debris from grates throughout the district.  
 Daily maintenance of trash cans throughout the district.  
 Daily blowing of Merchant's Row at Town Center and Tot Lot.  
 Weekly blowing and debris cleanup of Unit #10, Mossy Creek, Esplanade Trail, Barringer Hill Trail and Central Park Trails as needed.

2.

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

***Memorandum***

***Date: July 31, 2020***

***To: Rich Whetsel                      via email***  
***Operations Director***

***From: Robert Berlin***  
***Capital Region Operations Manager***

***Re: Capital Region CDD***  
***Monthly Managers Report for***  
***July 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. Received guidelines for classes held on District properties GMS manages, passed out checks to Board Supervisors, provided budget update to Board member, addressed homeowner concerns about 4<sup>th</sup> of July celebrations in Central Park (1 July)
2. All Pro clearing storm debris in Unit 14 and along Grove Park including Central Park after last night's wind/storm event, working with HOA reps concerning same, All Pro continues stabilization around homes under construction in Unit 31 Phase 3 (2 July)
3. Office closed for 4<sup>th</sup> of July Holiday (3 July)

4. Continuous rain, operations suspended, received notification from FDEM for RIA concerning last project for Hurricane Michael, received site plan and limited project requirements for 62/42 acre City park (6 July)
5. Rain continues off and on with operations suspended mid-morning, spoke with homeowner about use of common area for ingress/egress for pool builders and will present to Board at Thurs. meeting also provided District counsel with location information for same (7 July)
6. Received as-built information for irrigation and landscape plans for Artemis Way entry to new charter school site, working with All Pro, HOA and St. Joe on maintenance situation in open space/common areas in LDR-5 phase 1, (8 July)
7. Responding to irrigation run times for Piney Grove Drive, worked on ballpark costs to maintain Artemis Way entry to new charter school in Unit 50, attended Zoom meeting for Capital Region CDD meeting,(9 July)
8. Provide Board Supervisor with cost codes and invoicing explanations, also putting together comparison costs on pine straw, All Pro working on swale irrigation on Piney Grove, heavy rain in afternoon (10 July)
9. Office Closed – Vacation (13 July)
10. Office Closed – Vacation (14 July)
11. Office Closed – Vacation (15 July)
12. Office Closed – Vacation (16 July)
13. Office Closed – Vacation (17 July)
14. Office Closed – Vacation (20 July)
15. Office Closed – Vacation (21 July)
16. All Pro repairing irrigation in Unit 5, received pine straw pricing from All Pro and begin collecting costs from other suppliers, first request for quarterly development reports, David English mobilizes equipment for Lake Verdura lily pad harvesting and begins launch area prep (22 July)
17. Harvesting of lily pads in Lake Verdura begins along north shoreline, receive FDEP permit app for Ball House subdivision for review and forwarding to District Counsel for final review and Board Chair signature (23 July)

18. Harvesting continues on lily pads on Lake Verdura and contractor will continue work through the weekend, alleyway repairs completed behind 2456 Rain Lily Way in Unit 30, (24 July)
19. Contractor completes Lilly Pad removal from Lake Verdura, met with All Pro and Miller Tree Service on tree trimming in Unit 16, requested arborist review of same, spoke with homeowner on concerns about Town Center buffer maintenance, supplied record request to engineer concerning conservation easements in Southwood (27 July)
20. All pro repairing irrigation in Unit 5, met with homeowner in Unit 17 on lily pad harvesting in Lake Verdura and future maintenance of same, sprayed for wasps at Tot Lot as per resident request, met with Arborist for review of diseased oak tree in Unit 16 (28 July)
21. All Pro replacing irrigation valve in Unit 5, met with pressure washing contractor on areas for common area cleaning with work beginning next week, met with Miller Tree Service and Kim Bishop on tree removal in Unit 16 (29 July)
22. All Pro repairing irrigation in Unit 1, Miller Tree Service trims limbs to safe tree until removal next month, received Arborist opinion letter and contacted COTGM for inspection and waiver of tree removal permit on same (30 July)
23. All Pro replacing sod and landscaping in Unit 36, hung Subway banner on Town Center street light, spoke with COTGM on conservation area encroachment in Unit 1 and tree replacement in Shepard Branch mitigation site, received update on proposed new lot at Mossy Creek and Dunbar from engineer (31 July)

### **Lake and SWMF Maintenance**

Lily Pad removal in Lake Verdura

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

COT continues sidewalk/curb repairs

### **Security/Accident Reports:**

None reported

### **Special Events:**

All Events cancelled until further notice

**Open Items:**

LDR-5 open space maintenance

LSF-3 open space and SWMF maintenance

Eagle Scout Project at Tot Lot

Special Events

*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*

3.



*CONSULTING ARBORISTS — URBAN FORESTRY SPECIALISTS*

PHONE: 850.508.6771

4010 SUN HAWK BLVD., TALLAHASSEE, FL 32309

July 28, 2020

Robert Berlin  
Operation Manager  
Governmental Management Services, LLC  
3196 Merchants Row, Suite 130  
Tallahassee, FL 32311

Dear Robert Berlin:

This letter is in reference to my assessment today, of a tree located at the NW corner of Updike Avenue and Faulkner Drive in the Southwood Community.

The tree, as shown in the picture, is a large laurel oak (*Quercus hemisphaerica*). The tree had recently lost a major limb. Going farther back in time, this tree has lost other major limbs and has been declining both structurally and in health. Currently, the trees' trunk and branches have many places of extensive decay that could lead to more structural failures. See additional attached picture.

It is also important to note, that University of Florida (UF) research shows that older laurel oaks do not fare well in high winds. See the publication "Hurricanes and the Urban Forest: I. Effects on Southeastern United States Coastal Plain Tree Species" at the web page:

<https://hort.ifas.ufl.edu/treesandhurricanes/documents/pdf/EffectsOnSEUSCoastalPlainTreeSpecies.pdf>



Targets of value that this tree, or its parts, could hit, include people and vehicles in the roads and people using the sidewalk and park area.



*CONSULTING ARBORISTS — URBAN FORESTRY SPECIALISTS*

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PHONE: 850.508.6771

4010 SUN HAWK BLVD., TALLAHASSEE, FL 32309

In conclusion, I rate this laurel oak tree as having an Overall Risk Rating of High as defined by the International Society of Arboriculture's (ISA) Tree Risk Assessment Qualification (TRAQ). To avoid damage, injury or possibly death to the aforementioned targets of value, I recommend you remove this tree as soon as possible.

Page |  
2

I recommend that all tree work, at a minimum, be done by an insured International Society of Arboriculture (ISA) certified arborist. See the University of Florida's fact sheet "How to Hire a Tree Service" at: [http://sfyl.ifas.ufl.edu/media/sfylifasufledu/leon/image/How-to-Hire-a-Tree-Service\\_MT-edit.pdf](http://sfyl.ifas.ufl.edu/media/sfylifasufledu/leon/image/How-to-Hire-a-Tree-Service_MT-edit.pdf)

Please contact me if you have any questions.

Sincerely,

Stanton Rosenthal  
Professional Forester  
UF/IFAS Extension Forestry Agent Emeritus  
ISA TRAQ Qualified

Attachment:



*CONSULTING ARBORISTS — URBAN FORESTRY SPECIALISTS*

---

PHONE: 850.508.6771

4010 SUN HAWK BLVD., TALLAHASSEE, FL 32309



Additional picture of the tree, showing its delapidated condition.



# Proposal

Date	Proposal #
7/29/2020	062215

Tax ID#: 20-2068537

Phone: (850) 656-0208 ext. 408

Name / Address
CRCDD c/o GMS, LLC Attn: Robert Berlin 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Project
	Additional Contracted ...

Description	Qty	Cost	Total
Remove (1) Large Oak and Grind Stump  Remove large Oak and grind stump, haul debris	1	5,500.00	5,500.00
All work will be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above this proposal. Fuel surcharges may apply.		<b>Total</b>	<b>\$5,500.00</b>

Accepted: The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

**Please return by Fax: (850) 656-0191 or Email: [chrissy@allproemail.com](mailto:chrissy@allproemail.com)**

4.

**Robert Berlin**

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**From:** Liam Hawkes <thereallmhawkes@gmail.com>  
**Sent:** Tuesday, August 4, 2020 6:39 PM  
**To:** rberlin@gmsnf.com  
**Subject:** Accessible Swingset  
**Attachments:** IMG\_20200804\_183824.jpg

This is Liam Hawkes, earlier, we discussed a disabled accessible swing set as a possible Eagle Scout project. I'm sending the basic idea of what I had in mind, as well as a few questions. My next email will consist of the items and prices needed to complete the project.

1. Is it possible for me to go to the zoom meeting on Thursday?
2. May you please send me a diagram of the existing playground so that I can make a more detailed schematic of the swing set?

5.

	<u>JUL ACTUAL</u>	<u>JUL BUDGET</u>	<u>\$ VARIANCE</u>	<u>% VARIANCE</u>	<u>COMMENTS</u>
34000 Management fees	\$ 10,500.00	\$ 10,500.00	\$ -	0.00%	GMS FY 2019 contracted services
34500 Security	\$ -	\$ 833.33	\$ 833.33	100.00%	TPD and Barkley Security patrols
34010 Communications	\$ 500.00	\$ 833.33	\$ 333.33	40.00%	Bulldog FY 2019 contracted services
46200 Landscape Maint. Contracted	\$ 73,270.74	\$ 73,270.74	\$ -	0.00%	All Pro FY 2019 contracted services
46225 Landscape Maint. New Units	\$ 5.02	\$ 625.00	\$ 619.98	99.20%	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	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
46550 Pond Repairs Current Units	\$ -	\$ 2,500.00	\$ 2,500.00	100.00%	None online this month
46575 Pond Repairs New Units	\$ -	\$ 125.00	\$ 125.00	0.00%	Not included in budget for FY 2019
46600 SWMF Operating Permit Fees	\$ -	\$ 459.00	\$ 459.00	100.00%	COTGM Operating Permit Fee for SWMF
46400 Irrig. Maint. Contracted	\$ 4,133.70	\$ 4,133.70	\$ -	0.00%	All Pro FY 2019 contracted services
46425 Irrig. Maint. New Units	\$ 3.00	\$ 41.67	\$ 38.67	92.80%	None online this month
46450 Irrig. Repairs Current Units	\$ 1,385.83	\$ 3,333.33	\$ 1,947.50	58.43%	Mostly zone and valve replacement with limited mainline repair
46475 Irrig. Repairs New Units	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
46465 Irrig. System Upgrades	\$ -	\$ 104.17	\$ 104.17	0.00%	None online this month
46480 Pump Station Maintenance	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
47000 Preserve Maintenance	\$ 375.00	\$ 3,333.33	\$ 2,958.33	88.75%	Mowing in Unit 17 conservation area
46485 Tot Lot Inspection/Maintenance	\$ -	\$ 416.67	\$ 416.67	100.00%	None online this month
46490 Storm Event/Repair/Cleaning	\$ 821.36	\$ 2,916.67	\$ 2,095.31	71.84%	Tree limb removal and cleanup from storm events
46495 Reuse Retrofit	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
46520 Alleyway Maintenance	\$ 600.00	\$ 416.67	\$ (183.33)	-44.00%	Alleyway repair in Unit 29
46900 Miscellaneous Maintenance	\$ -	\$ 625.00	\$ 625.00	100.00%	None online this month
43000 Utilities	\$ -	\$ 3,750.00	\$ 3,750.00	100.00%	
49400 Special Events	\$ -	\$ 416.67	\$ 416.67	100.00%	None online this month
46650 Other - Contingency	\$ 992.68	\$ 416.67	\$ (576.01)	-138.24%	Lot survey in Unit 1 encroachment into easement
65000 Budget Stabilization	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
61000 Capital Expenditures	\$ -	\$ 2,083.33	\$ 2,083.33	100.00%	None online this month
60000 Reserve for Capital - R&R	\$ 4,900.00	\$ 7,850.75	\$ 2,950.75	37.59%	Lily Pad harvesting in Lake Verdura
46910 Common Area Maintenance	\$ -	\$ 666.67	\$ 666.67	100.00%	None online this month
<b>TOTAL</b>	<b>\$ 97,487.33</b>	<b>\$ 120,068.36</b>	<b>\$ 22,581.03</b>	<b>18.81%</b>	

	<u>YTD ACTUAL</u>	<u>YTD BUDGET</u>	<u>\$ VARIANCE</u>	<u>% VARIANCE</u>	<u>COMMENTS</u>
34000 Management fees	\$ 105,000.00	\$ 105,000.00	\$ -	0.00%	GMS FY 2019 contracted services
34500 Security	\$ 5,843.00	\$ 8,333.33	\$ 2,490.33	29.88%	TPD and Barkley Security patrols
34010 Communications	\$ 5,000.00	\$ 8,333.33	\$ 3,333.33	40.00%	Bulldog FY 2019 contracted services
46200 Landscape Maint. Contracted	\$ 732,707.40	\$ 732,707.40	\$ -	0.00%	All Pro FY 2019 contracted services
46225 Landscape Maint. New Units	\$ 116.15	\$ 6,250.00	\$ 6,133.85	98.14%	New Doggie Pot maintenance in Unit 32 common area
46500 Pond Maint. Contract	\$ 1,730.00	\$ 4,166.67	\$ 2,436.67	58.48%	None online this month
46525 Pond Maint. New Units	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
46550 Pond Repairs Current Units	\$ 34,899.75	\$ 25,000.00	\$ (9,899.75)	-39.60%	None online this month
46575 Pond Repairs New Units	\$ -	\$ 1,250.00	\$ 1,250.00	0.00%	Not included in budget for FY 2019
46600 SWMF Operating Permit Fees	\$ 4,131.00	\$ 4,590.00	\$ 459.00	10.00%	COTGM Operating Permit Fee for SWMF
46400 Irrig. Maint. Contracted	\$ 41,595.16	\$ 41,337.00	\$ (258.16)	-0.62%	All Pro FY 2019 contracted services
46425 Irrig. Maint. New Units	\$ 24.00	\$ 416.67	\$ 392.67	94.24%	None online this month
46450 Irrig. Repairs Current Units	\$ 38,441.14	\$ 33,333.33	\$ (5,107.81)	-15.32%	Mostly zone and valve replacement with limited mainline repair
46475 Irrig. Repairs New Units	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
46465 Irrig. System Upgrades	\$ 700.00	\$ 1,041.67	\$ 341.67	0.00%	None online this month
46480 Pump Station Maintenance	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
47000 Preserve Maintenance	\$ 35,874.99	\$ 33,333.33	\$ (2,541.66)	-7.62%	Mowing in Unit 17 conservation area
46485 Tot Lot Inspection/Maintenance	\$ 3,076.68	\$ 4,166.67	\$ 1,089.99	26.16%	None online this month
46490 Storm Event/Repair/Cleaning	\$ 19,587.19	\$ 29,166.67	\$ 9,579.48	32.84%	Tree limb removal and cleanup from storm events
46495 Reuse Retrofit	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
46520 Alleyway Maintenance	\$ 4,092.00	\$ 4,166.67	\$ 74.67	1.79%	Alleyway repair in Unit 29
46900 Miscellaneous Maintenance	\$ 7,675.67	\$ 6,250.00	\$ (1,425.67)	-22.81%	None online this month
43000 Utilities	\$ 38,780.00	\$ 37,500.00	\$ (1,280.00)	-3.41%	
49400 Special Events	\$ -	\$ 4,166.67	\$ 4,166.67	100.00%	None online this month
46650 Other - Contingency	\$ 2,729.16	\$ 4,166.67	\$ 1,437.51	34.50%	Lot survey in Unit 1 encroachment into easement
65000 Budget Stabilization	\$ -	\$ -	\$ -	0.00%	Not included in budget for FY 2019
61000 Capital Expenditures	\$ 844.00	\$ 20,833.33	\$ 19,989.33	95.95%	None online this month
60000 Reserve for Capital - R&R	\$ 5,950.00	\$ 78,507.50	\$ 72,557.50	92.42%	Lily Pad harvesting in Lake Verdura
46910 Common Area Maintenance	\$ 2,420.35	\$ 6,666.67	\$ 4,246.32	63.69%	None online this month
<b>TOTAL</b>	<b>\$ 1,088,797.29</b>	<b>\$ 1,200,683.57</b>	<b>\$ 111,886.28</b>	<b>9.32%</b>	

*E.*

NOTICE OF MEETINGS  
CAPITAL REGION  
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Capital Region Community Development District (“Southwood Community”) will hold their regularly scheduled public meetings for Fiscal Year 2021 at the **Southwood Community Center, 4675 Grove Park Drive, Tallahassee, Florida 32311** at 6:30 p.m. on the second Thursday of each month as follows:

October 8, 2020  
December 10, 2020  
February 11, 2021  
April 8, 2021  
June 10, 2021  
August 12, 2021