

***CAPITAL REGION***  
*Community Development District*

*June 13, 2024*

# *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)***

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June 6, 2024

Board of Supervisors  
Capital Region Community Development District

Dear Board Members:

The Capital Region Community Development District Board of Supervisors Meeting is scheduled for **Thursday, June 13, 2024 at 6:30 p.m.** at the **SouthWood Community Center, 4675 Grove Park Drive, Tallahassee, Florida 32311.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Audience Comments (*regarding agenda items listed below*)
- III. Approval of Consent Agenda
  - A. Approval of the Minutes of the May 9, 2024 Meeting
  - B. Balance Sheet as of April 30, 2024 and Statement of Revenues & Expenditures for the Period Ending April 30, 2024
  - C. Allocation of Assessment Receipts
  - D. Check Register
- IV. Discussion of Process to Fill Board Vacancy
- V. Consideration of Items Related to Series 2024 Bonds
  - A. Presentation of Supplemental Assessment Methodology Report
  - B. Consideration of Delegated Award Resolution, 2024-07
    - i. Schedule I – Parameters
    - ii. Exhibit A – Form of Purchase Agreement
    - iii. Exhibit B – Form of Supplemental Indenture
    - iv. Exhibit C – Form of Preliminary Limited Offering Memorandum
    - v. Exhibit D – Form of Continuing Disclosure Agreement
    - vi. Exhibit E – Form of Escrow Deposit Agreement
    - vii. Exhibit F – Form of Supplemental Assessment Methodology

- VI. Discussion of Fiscal Year 2025 Approved Budget
- VII. Ratification of Agreement for Purchase and Installation of Playground Equipment
- VIII. Staff Reports
  - A. Attorney
  - B. Dantin Consulting
  - C. Property Management
    - 1. All Pro Reports
    - 2. Operations Memorandum
  - D. Manager
- IX. Supervisors Requests
- X. Audience Comments
- XI. Next Scheduled Meeting: July 11, 2024 @ 6:30 p.m.
- XII. 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 Urban*
- B. Landscaping Conservation Areas – *Chairman Rojas*
- C. Parks and Recreation/Bike Paths/Trail System – *Vice Chairman Frank*
- D. Budget / Bond Refinancing – *Supervisor Vogel*
- E. HOA Coordination – *Vice Chairman Frank*
- F. City/County Coordination – *Chairman Rojas*

G. Community Liaison – *Supervisor Burns*

*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, May 9, 2024 at 6:30 p.m. at the Southwood Community Center, 4675 Grove Park Drive, Tallahassee, Florida.

Present and constituting a quorum were:

Kyle Rojas	Chairman
Chuck Urban	Vice Chairman
Susan Burns	Supervisor
Matthew Vogel	Supervisor

Also present were:

James Oliver	District Manager by telephone
Sarah Sandy	District Counsel
Corbin deNagy	Operations Manager
Robert Berlin	GMS

The following is a summary of the actions taken at the May 9, 2024 meeting.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Rojas called the meeting to order at 6:30 p.m. and called the roll.

**SECOND ORDER OF BUSINESS**

**Audience Comments**

A resident asked is there a provision in the proposed budget for grass between the roadway and sidewalk in front of the houses of Unit 17 facing Four Oaks and Blairstone from the roundabout? The area needs repair.

Mr. Rojas stated we maintain the median. When you buy a home in Southwood, you sign that you will abide by their rules and their rules are that homeowners will maintain the grass between the roadway and sidewalk in front your house.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Acceptance of Resignation from Supervisor Frank**



On MOTION by Mr. Urban seconded by Mr. Vogel with all in favor David Frank’s resignation was accepted.

**B. Discussion of Process to Fill Board Vacancy**

Mr. Rojas stated we can do the same as in the past, and give until a certain date for people to turn in a resume or letter of interest and we will discuss that at our next meeting or wait until the next meeting to see if anyone qualifies to run. Ms. Sandy stated that Mr. Frank’s seat is one of the seats up for election in November with qualification set for June 10 through June 14. Upon further discussion, the Board decided to wait to fill the seat until after qualification.

**C. Election of Officers, Resolution 2024-05**

On MOTION by Mr. Rojas seconded by Ms. Burns with all in favor Chuck Urban was appointed vice chairman.

On MOTION by Ms. Burns seconded by Mr. Vogel with all in favor Resolution 2024-05 was approved reflecting the following: Kyle Rojas Chairman, Chuck Urban Vice Chairman, the remaining Supervisors Assistant Secretaries, James Oliver secretary and treasurer, Patti Powers and Rich Hans assistant treasurers, Marilee Giles, Daniel Laughlin, Darrin Mossing and Corbin deNagy assistant treasurers and assistant secretaries.

**FOURTH ORDER OF BUSINESS**

**Approval of Consent Agenda**

- A. Approval of the Minutes of the April 11, 2024 Meeting**
- B. Balance Sheet as of March 31, 2024 and Statement of Revenues & Expenditures for the Period Ending March 31, 2024**
- C. Allocation of Assessments**
- D. Check Register**

On MOTION by Mr. Urban seconded by Mr. Vogel with all in favor the consent agenda items were approved as amended.

**FIFTH ORDER OF BUSINESS**

**Update Regarding Series Refunding 2024 Bonds**

Ms. Sandy stated district staff, bond counsel, underwriter and underwriter’s counsel have been meeting along with GMS to work on the documents. We plan to bring them to your June meeting at which time we will have the bond authorization resolution and attached to that will be several documents that will be in substantial form that we would utilize to market the bonds. We are looking to approve those items at the June 13<sup>th</sup> meeting, the next week the underwriter will go to market the bonds, hopefully price the bonds the week of June 24<sup>th</sup> and finalize and close on the bonds in mid-July that will give us enough time to get the updated assessments on the roll.

**SIXTH ORDER OF BUSINESS**

**Consideration of Tot Lot Repair or Replacement Options**

Mr. deNagy reviewed the proposals from Game Time and Pro Playgrounds. It was noted that the proposals do not include mulch removal or any repairs that may be needed to the drainage underneath the current playground. Mr. Vogel requested District staff also seek out pricing for alternatives to mulch. After discussion the board took the following public comments: recommends maintenance be done on new equipment, playground for all ages, off market parts, and in response to why new equipment was priced was the results of a playground safety report.

On MOTION by Ms. Burns seconded by Mr. Vogel with all in favor staff Pro Playgrounds option 3 proposal in the amount of \$159,999 was approved.

**SEVENTH ORDER OF BUSINESS**

**Fiscal Year 2025 Proposed Budget**

**A. Review of Fiscal Year 2025 Proposed Budget**

Mr. deNagy gave an overview of the proposed fiscal year 2025 budget that has no proposed increase in assessments.

**B. Consideration of Resolution 2024-06 Approving the Proposed Budget for Fiscal Year 2025 and Setting a Public Hearing Date to Adopt**

On MOTION by Mr. Vogel seconded by Mr. Urban with all in favor Resolution 2024-06 approving the proposed fiscal year 2025 budget and setting the public hearing for August 15, 2024 was approved.

**EIGHTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Sandy updated the board on the Sandco issue with no response from them since the board rejected their demand letter.

**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.

**D. Manager – Report on the Number of Registered Voters, 3,884**

A copy of the letter from the supervisor of elections indicating that there are 3,884 registered voters residing in the district was included in the agenda package.

**NINTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Audience Comments**

A resident asked is there a treasurer behind this organization?

Mr. deNagy stated GMS is the district management company for the district and we handle all the financials.

**ELEVENTH ORDER OF BUSINESS**

**Next Scheduled Meeting – June 13, 2024 at 6:30 p.m. at the Southwood Community Center**

Mr. Rojas stated the next meeting will be held June 13, 2024 at 6:30 p.m. in the same location.

The meeting adjourned at 7:51 p.m.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*

***Capital Region***  
***Community Development District***

***Unaudited Financial Reporting***  
***April 30, 2024***



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**Capital Region**  
**Community Development District**  
**Combined Balance Sheet**  
**April 30, 2024**

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Reserve Fund</i>	<i>Totals Governmental Fund</i>
<b>Assets:</b>				
<u>Cash:</u>				
Operating Account	\$ 54,557	\$ -	\$ -	\$ 54,557
Capital Reserve Account	-	-	204	204
<u>Investments:</u>				
State Board of Administration (SBA)	1,250,642	-	538,092	1,788,734
<u>Series 2013</u>				
Reserve	-	430,085	-	430,085
Revenue	-	1,055,876	-	1,055,876
<u>Series 2018A1</u>				
Reserve	-	649,678	-	649,678
Revenue	-	1,102,663	-	1,102,663
Prepayment	-	929,413	-	929,413
<u>Series 2018A2</u>				
Reserve	-	134,490	-	134,490
Revenue	-	283,729	-	283,729
<u>Series 2021</u>				
Revenue	-	342,245	-	342,245
<b>Total Assets</b>	<b>\$ 1,305,199</b>	<b>\$ 4,928,179</b>	<b>\$ 538,296</b>	<b>\$ 6,771,674</b>
<b>Liabilities:</b>				
Accounts Payable	\$ 12,614	\$ -	\$ -	\$ 12,614
Accrued Expenses	2,188	-	-	2,188
<b>Total Liabilities</b>	<b>\$ 14,802</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,802</b>
<b>Fund Balance:</b>				
Restricted for:				
Debt Service	\$ -	\$ 4,928,179	\$ -	\$ 4,928,179
Assigned for:				
Capital Reserve Fund	-	-	538,296	538,296
Unassigned	1,290,398	-	-	1,290,398
<b>Total Fund Balances</b>	<b>\$ 1,290,398</b>	<b>\$ 4,928,179</b>	<b>\$ 538,296</b>	<b>\$ 6,756,872</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 1,305,199</b>	<b>\$ 4,928,179</b>	<b>\$ 538,296</b>	<b>\$ 6,771,674</b>



**Capital Region**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Tax Roll	\$ 1,722,305	\$ 1,722,305	\$ 1,623,237	\$ (99,068)
Special Assessments - Direct St Joe	287,187	191,298	191,298	-
Interest	10,000	5,833	34,776	28,943
Miscellaneous Revenue	-	-	940	940
<b>Total Revenues</b>	<b>\$ 2,019,492</b>	<b>\$ 1,919,436</b>	<b>\$ 1,850,251</b>	<b>\$ (69,185)</b>
<b>Expenditures:</b>				
<b><u>General &amp; Administrative:</u></b>				
Supervisor Fees	\$ 12,000	\$ 7,000	\$ 4,200	\$ 2,800
PR-FICA	918	536	321	214
Engineering	15,000	8,750	4,025	4,725
Attorney	37,000	21,583	12,453	9,130
Annual Audit	3,925	3,925	3,925	-
Annual Report	500	-	-	-
Assessment Administration	12,190	12,190	12,190	-
Arbitrage Rebate	1,800	1,200	1,200	-
Dissemination Agent	7,950	4,638	4,638	-
Trustee Fees	15,520	8,189	8,189	-
Management Fees	54,114	31,567	31,567	-
Information Technology	2,968	1,731	1,731	0
Website Maintenance	1,272	742	742	-
Records Storage	150	88	-	88
Travel & Per Diem	2,000	1,167	-	1,167
Telephone	300	175	166	9
Postage & Delivery	1,000	583	666	(83)
Insurance General Liability	12,874	12,874	11,587	1,287
Printing & Binding	2,000	1,167	328	838
Legal Advertising	3,500	2,042	425	1,617
Other Current Charges	1,600	933	928	5
Office Supplies	200	117	1	116
Dues, Licenses & Subscriptions	175	175	175	-
Capital Outlay	250	146	-	146
<b>Total General &amp; Administrative</b>	<b>\$ 189,206</b>	<b>\$ 121,516</b>	<b>\$ 99,457</b>	<b>\$ 22,059</b>

**Capital Region**  
**Community Development District**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b><i>Operations &amp; Maintenance</i></b>				
<b>Field Expenditures</b>				
Property Insurance	\$ 13,898	\$ 13,898	\$ 14,178	\$ (280)
Management Fees	147,250	85,896	85,896	(0)
Security	7,000	7,000	-	7,000
Utilities-Electric/Water	57,800	33,717	19,536	14,181
Landscape Maintenance - Contract	1,066,255	621,982	621,982	0
Landscape Maint - New Units/Street Trees	5,500	3,208	1,624	1,585
Pond Maintenance - Contract	15,000	8,750	4,206	4,544
Pond Repairs - Current Units	40,000	40,000	114,824	(74,824)
Irrigation Maintenance - Contract	55,280	32,247	31,582	665
Irrigation Maintenance - New Units	500	292	-	292
Irrigation Repairs - Current Units	45,000	26,250	20,133	6,117
SWMF Operating Permit Fees	7,803	7,803	6,705	1,098
Preserve Maintenance	40,000	40,000	52,025	(12,025)
Tot Lot Inspection/Maintenance	7,500	4,375	2,122	2,253
Tree Removal/Trimming/Cleanup	38,000	22,167	9,932	12,235
Alleyway Maintenance	5,000	5,000	10,645	(5,645)
Miscellaneous Maintenance	7,500	7,043	7,043	-
Special Events	-	-	8,836	(8,836)
Other-Contingency	5,000	2,917	-	2,917
Capital Expenditures	25,000	14,583	9,358	5,225
Reserve for Capital - R&R	233,000	233,000	233,000	-
Common Area Maintenance	8,000	8,000	16,524	(8,523)
<b>Subtotal Field Expenditures</b>	<b>\$ 1,830,286</b>	<b>\$ 1,218,127</b>	<b>\$ 1,270,148</b>	<b>\$ (52,021)</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 1,830,286</b>	<b>\$ 1,218,127</b>	<b>\$ 1,270,148</b>	<b>\$ (52,021)</b>
<b>Total Expenditures</b>	<b>\$ 2,019,492</b>	<b>\$ 1,339,643</b>	<b>\$ 1,369,605</b>	<b>\$ (29,962)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ 579,794</b>	<b>\$ 480,646</b>	<b>\$ (99,148)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 579,794</b>	<b>\$ 480,646</b>	<b>\$ (99,148)</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 809,752</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 1,290,398</b>	

**Capital Region**  
**Community Development District**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b><u>Revenues</u></b>				
Carry Forward Balance	\$ 233,000	\$ 233,000	233,000	\$ -
Interest	-	-	9,092	9,092
<b>Total Revenues</b>	<b>\$ 233,000</b>	<b>\$ 233,000</b>	<b>\$ 242,092</b>	<b>\$ 9,092</b>
<b><u>Expenditures:</u></b>				
Other Charges	\$ 600	\$ 350	\$ 141	\$ 209
<b>Total Expenditures</b>	<b>\$ 600</b>	<b>\$ 350</b>	<b>\$ 141</b>	<b>\$ 209</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 232,400</b>	<b>\$ 232,650</b>	<b>\$ 241,950</b>	<b>\$ 9,300</b>
<b>Net Change in Fund Balance</b>	<b>\$ 232,400</b>	<b>\$ 232,650</b>	<b>\$ 241,950</b>	<b>\$ 9,300</b>
<b>Fund Balance - Beginning</b>	<b>\$ 295,746</b>		<b>\$ 296,346</b>	
<b>Fund Balance - Ending</b>	<b>\$ 528,146</b>		<b>\$ 538,296</b>	

**Capital Region**  
**Community Development District**  
**Debt Service Fund Series 2013**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Residential Tax Roll	\$ 381,325	\$ 381,325	\$ 365,209	\$ (16,116)
Special Assessments - Commercial Tax Roll	505,122	505,122	452,209	(52,912)
Interest Income	2,000	1,167	32,136	30,969
<b>Total Revenues</b>	<b>\$ 888,446</b>	<b>\$ 887,613</b>	<b>\$ 849,554</b>	<b>\$ (38,059)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 171,776	\$ 171,776	171,776	\$ -
Interest - 5/1	171,776	-	-	-
Principal - 5/1	530,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 873,553</b>	<b>\$ 171,776</b>	<b>\$ 171,776</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 14,894</b>	<b>\$ 715,837</b>	<b>\$ 677,778</b>	<b>\$ (38,059)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 14,894</b>	<b>\$ 715,837</b>	<b>\$ 677,778</b>	<b>\$ (38,059)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 377,186</b>		<b>\$ 808,183</b>	
<b>Fund Balance - Ending</b>	<b>\$ 392,079</b>		<b>\$ 1,485,961</b>	

**Capital Region**  
**Community Development District**  
**Debt Service Fund Series 2018A1**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Residential Tax Roll	\$ 325,550	\$ 325,550	\$ 311,791	\$ (13,758)
Special Assessments - Commercial Tax Roll	240,415	240,415	216,267	(24,148)
Special Assessments - Direct St Joe	740,129	517,988	517,988	-
Special Assessments - Prepayments	-	-	900,890	900,890
Interest Income	1,000	583	34,829	34,245
<b>Total Revenues</b>	<b>\$ 1,307,094</b>	<b>\$ 1,084,536</b>	<b>\$ 1,981,765</b>	<b>\$ 897,229</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 355,753	\$ 355,753	355,753	\$ -
Interest - 5/1	355,753	-	-	-
Principal - 5/1	600,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,311,506</b>	<b>\$ 355,753</b>	<b>\$ 355,753</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (4,413)</b>	<b>\$ 728,783</b>	<b>\$ 1,626,012</b>	<b>\$ 897,229</b>
<b>Net Change in Fund Balance</b>	<b>\$ (4,413)</b>	<b>\$ 728,783</b>	<b>\$ 1,626,012</b>	<b>\$ 897,229</b>
<b>Fund Balance - Beginning</b>	<b>\$ 404,597</b>		<b>\$ 1,055,742</b>	
<b>Fund Balance - Ending</b>	<b>\$ 400,184</b>		<b>\$ 2,681,754</b>	

# Capital Region

## Community Development District

### Debt Service Fund Series 2018A2

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending April 30, 2024

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Commercial Tax Roll	\$ 274,147	\$ 274,147	\$ 264,899	\$ (9,248)
Interest Income	500	292	8,205	7,913
<b>Total Revenues</b>	<b>\$ 274,647</b>	<b>\$ 274,439</b>	<b>\$ 273,104</b>	<b>\$ (1,335)</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 41,055	\$ 41,055	\$ 41,055	\$ -
Special Call - 11/1	-	-	5,000	(5,000)
Interest - 5/1	41,055	-	-	-
Principal - 5/1	190,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 272,110</b>	<b>\$ 41,055</b>	<b>\$ 46,055</b>	<b>\$ (5,000)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 2,537</b>	<b>\$ 233,384</b>	<b>\$ 227,049</b>	<b>\$ (6,335)</b>
<b>Net Change in Fund Balance</b>	<b>\$ 2,537</b>	<b>\$ 233,384</b>	<b>\$ 227,049</b>	<b>\$ (6,335)</b>
<b>Fund Balance - Beginning</b>	<b>\$ 56,111</b>		<b>\$ 191,170</b>	
<b>Fund Balance - Ending</b>	<b>\$ 58,648</b>		<b>\$ 418,219</b>	

**Capital Region**  
**Community Development District**  
**Debt Service Fund Series 2021**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending April 30, 2024**

	Adopted Budget	Prorated Budget Thru 04/30/24	Actual Thru 04/30/24	Variance
<b>Revenues:</b>				
Special Assessments - Residential Tax Roll	\$ 318,937	\$ 318,937	\$ 314,659	\$ (4,278)
Interest Income	500	292	5,443	5,152
<b>Total Revenues</b>	<b>\$ 319,437</b>	<b>\$ 319,229</b>	<b>\$ 320,102</b>	<b>\$ 873</b>
<b>Expenditures:</b>				
Interest - 11/1	\$ 28,688	\$ 28,688	\$ 28,688	\$ -
Interest - 5/1	28,688	-	-	-
Principal - 5/1	260,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 317,375</b>	<b>\$ 28,688</b>	<b>\$ 28,688</b>	<b>\$ -</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 2,062</b>	<b>\$ 290,541</b>	<b>\$ 291,415</b>	<b>\$ 873</b>
<b>Net Change in Fund Balance</b>	<b>\$ 2,062</b>	<b>\$ 290,541</b>	<b>\$ 291,415</b>	<b>\$ 873</b>
<b>Fund Balance - Beginning</b>	<b>\$ 50,731</b>		<b>\$ 50,830</b>	
<b>Fund Balance - Ending</b>	<b>\$ 52,794</b>		<b>\$ 342,245</b>	

**Capital Region**  
**Community Development District**  
**Month to Month**

	Adopted Budget	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>														
Special Assessments - Tax Roll	\$ 1,722,305	\$ -	\$ 372,118	\$ 1,091,075	\$ 27,619	\$ 85,096	\$ 18,813	\$ 28,515	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,623,237
Special Assessments - Direct St Joe	287,187	23,912	23,912	23,912	23,912	23,912	23,912	23,912	23,912	-	-	-	-	191,298
Interest	10,000	3,027	2,498	3,956	6,837	6,263	6,371	5,825	-	-	-	-	-	34,776
Miscellaneous Revenue	-	-	-	-	-	-	-	940	-	-	-	-	-	940
<b>Total Revenues</b>	<b>\$ 2,019,492</b>	<b>\$ 26,939</b>	<b>\$ 398,528</b>	<b>\$ 1,118,943</b>	<b>\$ 58,369</b>	<b>\$ 115,271</b>	<b>\$ 49,096</b>	<b>\$ 59,193</b>	<b>\$ 23,912</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,850,251</b>
<b>Expenditures:</b>														
<b>General &amp; Administrative:</b>														
Supervisor Fees	\$ 12,000	\$ 800	\$ 600	\$ -	\$ 800	\$ 800	\$ 400	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200
PR-FICA	918	61	46	-	61	61	31	61	-	-	-	-	-	321
Engineering	15,000	2,270	574	134	708	340	-	-	-	-	-	-	-	4,025
Attorney	37,000	1,148	2,380	2,342	1,082	2,708	2,794	-	-	-	-	-	-	12,453
Annual Audit	3,925	-	-	-	-	3,925	-	-	-	-	-	-	-	3,925
Annual Report	500	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	12,190	12,190	-	-	-	-	-	-	-	-	-	-	-	12,190
Arbitrage Rebate	1,800	-	-	-	600	-	-	600	-	-	-	-	-	1,200
Dissemination Agent	7,950	663	663	663	663	663	663	663	-	-	-	-	-	4,638
Trustee Fees	15,520	-	-	4,148	-	-	-	4,041	-	-	-	-	-	8,189
Management Fees	54,114	4,510	4,510	4,510	4,510	4,510	4,510	4,510	-	-	-	-	-	31,567
Information Technology	2,968	247	247	247	247	247	247	247	-	-	-	-	-	1,731
Website Maintenance	1,272	106	106	106	106	106	106	106	-	-	-	-	-	742
Records Storage	150	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel & Per Diem	2,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Telephone	300	33	18	19	10	46	27	13	-	-	-	-	-	166
Postage & Delivery	1,000	57	23	108	97	194	145	43	-	-	-	-	-	666
Insurance General Liability	12,874	11,587	-	-	-	-	-	-	-	-	-	-	-	11,587
Printing & Binding	2,000	57	112	2	6	93	54	5	-	-	-	-	-	328
Legal Advertising	3,500	172	-	-	87	-	83	83	-	-	-	-	-	425
Other Current Charges	1,600	228	-	-	-	100	-	600	-	-	-	-	-	928
Office Supplies	200	0	0	-	-	0	0	-	-	-	-	-	-	1
Dues, Licenses & Subscriptions	175	175	-	-	-	-	-	-	-	-	-	-	-	175
Capital Outlay	250	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total General &amp; Administrative</b>	<b>\$ 189,206</b>	<b>\$ 34,302</b>	<b>\$ 9,278</b>	<b>\$ 12,278</b>	<b>\$ 8,975</b>	<b>\$ 13,793</b>	<b>\$ 9,060</b>	<b>\$ 11,771</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,457</b>



**Capital Region**  
**Community Development District**  
**Month to Month**

	Adopted Budget	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Operations &amp; Maintenance</b>														
<b>Field Expenditures</b>														
Property Insurance	\$ 13,898	\$ 14,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,178
Management Fees	147,250	12,271	12,271	12,271	12,271	12,271	12,271	12,271	-	-	-	-	-	85,896
Security	7,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities-Electric/Water	57,800	3,702	4,459	2,284	2,151	2,461	2,291	2,188	-	-	-	-	-	19,536
Landscape Maintenance - Contract	1,066,255	88,855	88,855	88,855	88,855	88,855	88,855	88,855	-	-	-	-	-	621,982
Landscape Maint - New Units/Street Trees	5,500	-	-	312	328	328	328	328	-	-	-	-	-	1,624
Pond Maintenance - Contract	15,000	514	332	1,397	332	332	967	332	-	-	-	-	-	4,206
Pond Repairs - Current Units	40,000	228	20,454	720	118	40,824	5,200	47,281	-	-	-	-	-	114,824
SWMF Operating Permit Fees	7,803	459	3,033	2,754	-	459	-	-	-	-	-	-	-	6,705
Irrigation Maintenance - Contract	55,280	4,512	4,512	4,512	4,512	4,512	4,512	4,512	-	-	-	-	-	31,582
Irrigation Maintenance - New Units	500	-	-	-	-	-	-	-	-	-	-	-	-	-
Irrigation Repairs - Current Units	45,000	1,948	2,108	3,632	6,006	235	1,545	4,658	-	-	-	-	-	20,133
Preserve Maintenance	40,000	29,784	6,789	120	481	2,785	11,649	417	-	-	-	-	-	52,025
Tot Lot Inspection/Maintenance	7,500	-	-	-	1,458	330	300	34	-	-	-	-	-	2,122
Tree Removal/Trimming/Cleanup	38,000	2,293	1,020	-	-	1,530	-	5,089	-	-	-	-	-	9,932
Alleyway Maintenance	5,000	55	4,811	5,625	108	45	-	-	-	-	-	-	-	10,645
Miscellaneous Maintenance	7,500	3,352	540	287	1,301	729	312	521	-	-	-	-	-	7,043
Special Events	-	4,739	3,548	550	-	-	-	-	-	-	-	-	-	8,836
Other-Contingency	5,000	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	25,000	-	1,348	1,980	2,595	2,200	1,235	-	-	-	-	-	-	9,358
Reserve for Capital - R&R	233,000	-	-	-	233,000	-	-	-	-	-	-	-	-	233,000
Common Area Maintenance	8,000	1,738	604	6,059	6,195	1,900	-	28	-	-	-	-	-	16,524
<b>Subtotal Field Expenditures</b>	<b>\$ 1,830,286</b>	<b>\$ 168,625</b>	<b>\$ 154,683</b>	<b>\$ 131,356</b>	<b>\$ 359,710</b>	<b>\$ 159,796</b>	<b>\$ 129,464</b>	<b>\$ 166,515</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,270,148</b>
<b>Total Operations &amp; Maintenance</b>	<b>\$ 1,830,286</b>	<b>\$ 168,625</b>	<b>\$ 154,683</b>	<b>\$ 131,356</b>	<b>\$ 359,710</b>	<b>\$ 159,796</b>	<b>\$ 129,464</b>	<b>\$ 166,515</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,270,148</b>
<b>Total Expenditures</b>	<b>\$ 2,019,492</b>	<b>\$ 202,927</b>	<b>\$ 163,961</b>	<b>\$ 143,634</b>	<b>\$ 368,685</b>	<b>\$ 173,588</b>	<b>\$ 138,524</b>	<b>\$ 178,285</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,369,605</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ (175,988)</b>	<b>\$ 234,567</b>	<b>\$ 975,309</b>	<b>\$ (310,317)</b>	<b>\$ (58,317)</b>	<b>\$ (89,428)</b>	<b>\$ (119,093)</b>	<b>\$ 23,912</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 480,646</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (175,988)</b>	<b>\$ 234,567</b>	<b>\$ 975,309</b>	<b>\$ (310,317)</b>	<b>\$ (58,317)</b>	<b>\$ (89,428)</b>	<b>\$ (119,093)</b>	<b>\$ 23,912</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 480,646</b>

**Capital Region**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2013, Capital Improvement Refunding Bonds</b>	
Interest Rate:	2.250%, 2.750%, 3.100, 3.600% 3.900%, 4.200%, 4.500%, 4.700%, 4.850%, 5.050%, 5.250%, 5.750%, 6.000%
Maturity Date:	5/1/2032
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$431,075
Reserve Fund Balance	430,085
Bonds Outstanding - 12/30/2013	\$9,855,000
Less: Principal Payment - 5/1/15	(\$370,000)
Less: Special Call 11/30/15	(\$5,000)
Less: Principal Payment - 5/1/16	(\$380,000)
Less: Principal Payment - 5/1/17	(\$390,000)
Less: Special Call 11/30/17	(\$5,000)
Less: Principal Payment - 5/1/18	(\$405,000)
Less: Principal Payment - 5/1/19	(\$420,000)
Less: Principal Payment - 5/1/20	(\$440,000)
Less: Special Call 5/1/20	(\$5,000)
Less: Special Call 11/1/20	(\$5,000)
Less: Principal Payment - 5/1/21	(\$455,000)
Less: Special Call 11/1/21	(\$5,000)
Less: Principal Payment - 5/1/22	(\$480,000)
Less: Special Call 5/1/22	(\$5,000)
Less: Principal Payment - 5/1/23	(\$500,000)
<b>Current Bonds Outstanding</b>	<b>\$5,985,000</b>

<b>Series 2018 A-1, Capital Improvement Revenue Refunding Bonds</b>	
Interest Rate:	4.125%, 4.625%, 5.125%
Maturity Date:	5/1/2039
Reserve Fund Definition	50% of Maximum Annual Debt Service
Reserve Fund Requirement	\$653,047
Reserve Fund Balance	649,678
Bonds Outstanding - 3/12/18	\$16,935,000
Less: Principal Payment - 5/1/19	(\$490,000)
Less: Special Call - 5/1/19	(\$25,000)
Less: Special Call - 11/1/19	(\$5,000)
Less: Principal Payment - 5/1/20	(\$510,000)
Less: Special Call - 5/1/20	(\$15,000)
Less: Principal Payment - 5/1/21	(\$530,000)
Less: Special Call - 5/1/21	(\$10,000)
Less: Principal Payment - 5/1/22	(\$550,000)
Less: Special Call - 5/1/23	(\$20,000)
Less: Principal Payment - 5/1/23	(\$575,000)
<b>Current Bonds Outstanding</b>	<b>\$14,205,000</b>

**Capital Region**  
**Community Development District**  
**Long Term Debt Report**

<b>Series 2018 A-2, Capital Improvement Revenue Refunding Bonds</b>		
Interest Rate:	3.875%, 4.600%	
Maturity Date:	5/1/2031	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$137,073	
Reserve Fund Balance	134,490	
Bonds Outstanding - 3/12/18		\$2,675,000
Less: Principal Payment - 5/1/19		(\$160,000)
Less: Special Call 5/1/19		(\$10,000)
Less: Principal Payment - 5/1/20		(\$165,000)
Less: Special Call 5/1/20		(\$5,000)
Less: Special Call 5/1/22		(\$10,000)
Less: Principal Payment - 5/1/21		(\$170,000)
Less: Principal Payment - 5/1/22		(\$175,000)
Less: Special Call 5/1/22		(\$5,000)
Less: Principal Payment - 5/1/23		(\$180,000)
Less: Special Call 5/1/23		(\$10,000)
Less: Special Call 11/1/23		(\$5,000)
<b>Current Bonds Outstanding</b>		<b>\$1,780,000</b>

<b>Series 2021, Capital Improvement Revenue Refunding Bonds</b>		
Interest Rate:	2.500%	
Maturity Date:	5/1/2031	
Reserve Fund Definition	n/a	
Reserve Fund Requirement	\$0	
Reserve Fund Balance	-	
Bonds Outstanding - 2/18/21		\$2,800,000
Less: Principal Payment - 5/1/22		(\$250,000)
Less: Principal Payment - 5/1/23		(\$255,000)
<b>Current Bonds Outstanding</b>		<b>\$2,295,000</b>

*C.*

**Capital Region**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**ASSESSMENT RECEIPTS FISCAL YEAR 2024**

ASSESSD TO	# UNITS	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	FISCAL YEAR 2024 O&M	TOTAL ASSESSED
ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
<b>TOTAL NET ASSESSED</b>	<b>5788.91</b>	<b>\$325,549.85</b>	<b>\$980,543.89</b>	<b>\$318,937.68</b>	<b>\$274,147.35</b>	<b>\$381,324.91</b>	<b>\$505,121.50</b>	<b>\$2,010,240.24</b>	<b>\$4,795,865.42</b>
<b>% ASSESSMENTS</b>		6.79%	20.45%	6.65%	5.72%	7.95%	10.53%	41.92%	100.00%

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	FISCAL YEAR 2024 O&M	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.13	\$0.00	\$0.00	\$0.00	\$0.00	\$191,297.92	\$709,286.05
<b>TOTAL DUE DIRECT INVOICE</b>		<b>\$0.00</b>	<b>\$220,983.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$95,648.95</b>	<b>\$316,632.71</b>
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.63	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
LEON CO DIST 8	04/15/24	\$3,219.29	\$7,045.20	\$4,719.18	\$0.00	\$3,770.83	\$14,731.35	\$28,515.10	\$62,000.95
<b>TOTAL RECEIVED TAX ROLL</b>		<b>\$311,791.43</b>	<b>\$216,266.96</b>	<b>\$314,658.95</b>	<b>\$264,898.88</b>	<b>\$365,209.29</b>	<b>\$452,209.25</b>	<b>\$1,623,236.67</b>	<b>\$3,548,271.43</b>
<b>TOTAL DUE TAX ROLL</b>		<b>\$13,758.42</b>	<b>\$25,305.04</b>	<b>\$4,278.73</b>	<b>\$9,248.47</b>	<b>\$16,115.62</b>	<b>\$52,912.25</b>	<b>\$100,056.70</b>	<b>\$221,675.23</b>

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	FY 2022 O&M	TOTAL ASSESSED
<b>% RECEIVED DIRECT INVOICE</b>	0.00%	70.10%	0.00%	0.00%	0.00%	0.00%	66.67%	69.14%
<b>% RECEIVED TAX ROLL</b>	95.77%	89.52%	98.66%	96.63%	95.77%	89.52%	94.19%	94.12%

*D.*

**Capital Region**  
COMMUNITY DEVELOPMENT DISTRICT

**Check Register**  
Fiscal Year 2024

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
General Fund		
4/1 - 4/30/24	3368-3385	\$227,963.78
Capital Reserve Fund	n/a	
<b>TOTAL</b>		<b>\$227,963.78</b>

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/05/24	00024	3/25/24	196411	202403 320-57200-46450	CONTR#16 U#14 IRR REP	*	71.91		
		3/25/24	196412	202403 320-57200-46450	CONTR#5 U#3 IRR REP	*	318.00		
		4/01/24	196402	202404 320-57200-46225	APR 24 LANDSC NEW UNITS	*	328.06		
		4/01/24	196402	202404 320-57200-46200	APR 24 LANDSC CONTR UNITS	*	88,854.55		
		4/01/24	196402	202404 320-57200-46400	APR 24 IRR CONTR UNITS	*	4,511.66		
		4/01/24	196462	202403 320-57200-47000	INST WILDFLOWER GARDEN	*	962.73		
		4/01/24	196464	202403 320-57200-46900	U#18 CUMMINGS PK FUNG TMT	*	100.37		
		4/01/24	196465	202403 320-57200-46900	U#19 TWAINS PK FUNG TMT	*	64.51		
		4/01/24	196466	202403 320-57200-46900	U#30 WOOLAND PK FUNG TMT	*	96.77		
								95,308.56	003368
4/05/24	00106	4/05/24	04052024	202404 300-20700-10800	TXFER DS DIR ASSESSMENTS	*	7,149.01		
								7,149.01	003369
4/05/24	00148	4/05/24	04052024	202404 300-20700-10900	TXFER TAX COLLECTIONS	*	12,706.79		
								12,706.79	003370
4/05/24	00300	4/05/24	04052024	202404 300-20700-10000	TXFER TAX COLLECTIONS	*	2,433.13		
								2,433.13	003371
4/05/24	00216	4/02/24	16	202404 310-51300-49100	AMORT SCHDLE S2018A-1	*	500.00		
		4/02/24	16	202404 310-51300-49100	AMORT SCHDLE S2018A-2	*	100.00		
								600.00	003372
4/05/24	00061	4/01/24	528	202404 310-51300-34000	APR 24 - MGMT FEES	*	4,509.50		
		4/01/24	528	202404 310-51300-35110	APR 24 - WEBITE ADMIN	*	106.00		
		4/01/24	528	202404 310-51300-35100	APR 24 - IT	*	247.33		
		4/01/24	528	202404 310-51300-31300	APR 24 - DISSEMINATION	*	662.50		

CAPR CAPITAL REGION TCESSNA



CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/01/24		528	APR 24	202404 310-51300-42000	POSTAGE	*	42.81		
4/01/24		528	APR 24	202404 310-51300-42500	COPIES	*	4.50		
4/01/24		528	APR 24	202404 310-51300-41000	TELEPHONE	*	12.91		
4/01/24		528	APR 24	202404 320-57200-46900	GOOGLE	*	6.00		
4/01/24		528	APR 24	202404 320-57200-47000	AMAZON	*	107.49		
4/01/24		529	APR 24	202404 320-57200-34000	FACILITY MGMT	*	12,270.83		
GOVERNMENTAL MANAGEMENT SERVICES								17,969.87	003373
4/05/24	00324	3/26/24	3368011	202402 310-51300-31500	GEN COUNSEL	*	1,882.10		
		3/26/24	3368012	202402 310-51300-31500	MONTHLY MEETING	*	826.00		
KUTAK ROCK LLP								2,708.10	003374
4/05/24	00028	4/03/24	1893134	202404 320-57200-46500	WATER MGMT SVC	*	332.00		
THE LAKE DOCTORS, INC.								332.00	003375
4/11/24	00024	4/09/24	196494	202404 320-57200-46490	REMV LOWER LIMB OAK TREE	*	109.21		
		4/09/24	196495	202404 320-57200-46450	CONTR#6 U#CP IRR REP	*	633.57		
		4/09/24	196500	202404 320-57200-46490	TREE WORK-LSF-3 REMV OAK	*	3,480.00		
ALL-PRO LAND CARE OF TALLAHASSEE								4,222.78	003376
4/11/24	00004	3/26/24	8-449-58	202403 310-51300-42000	DELIVERIES THRU 3/20/24	*	64.90		
		4/02/24	8-457-64	202403 310-51300-42000	DELIVERIES THRU 3/27/24	*	69.06		
FEDEX								133.96	003377
4/16/24	00106	4/16/24	04162024	202404 300-20700-10800	TXFER TAX COLLECTIONS	*	10,264.49		
CAPITAL REGION CDD - SERIES 2018A1								10,264.49	003378
4/16/24	00148	4/16/24	04162024	202404 300-20700-10900	TXFFER TAX COLLECTIONS	*	18,502.18		
CAPITAL REGIONS CDD - SERIES 2013								18,502.18	003379
CAPR CAPITAL REGION TCESSNA									

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
4/16/24	00300	4/16/24	04162024	202404	300	20700	10000		TXFER TAX COLLECTIONS	*	4,719.18		
									CAPITAL REGION CDD - SERIES 2021			4,719.18	003380
4/23/24	00024	4/17/14	196512	202404	320	57200	46490		TREE REMOVAL MAPLE RIDGE	*	480.00		
		4/15/24	196508	202404	320	57200	46450		CONTR#20 U#5 IRR REP	*	178.06		
		4/15/24	196509	202404	320	57200	46550		CAT TAIL TRMT PONDS	*	480.99		
									ALL-PRO LAND CARE OF TALLAHASSEE			1,139.05	003381
4/23/24	00343	3/31/24	6337448	202403	310	51300	48000		NOTICE OF MEETING	*	83.34		
									GANNETT MEDIA GROUP			83.34	003382
4/23/24	00022	4/16/24	25607	202404	310	51300	32300		ARBITRAGE S2018 FYE 2/24	*	600.00		
									GRAU & ASSOCIATES			600.00	003383
4/24/24	00346	4/23/24	1656	202404	320	57200	46550		LAKE VERDURA ISL REMOV	*	46,800.00		
									PRISM ECOLOGICAL SERVICES, INC.			46,800.00	003384
4/25/24	00029	3/29/24	MARCH	202403	320	57200	43000		MARCH	*	2,291.34		
									CITY OF TALLAHASSEE - AUTO PAY			2,291.34	003385
TOTAL FOR BANK B											227,963.78		
TOTAL FOR REGISTER											227,963.78		

**All-Pro Land Care of  
Tallahassee, Inc.**  
P.O Box 38355  
Tallahassee, FL  
32315-8355

# INVOICE

Date	Invoice #
4/1/2024	196402

Bill To
CRCDD Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311

P.O. No.	Terms	Project
Budget 2023-24	Due on receipt	Maintenance

Quantity	Description	Rate	Amount
	CRCDD Monthly Maintenance for April 2024		
	Landscape - New Units*	46225 → 328.06	328.06
	Landscape - Contracted Units	46200 → 88,854.55	88,854.55
	Irrigation - New Units **		0.00
	Irrigation - Contracted Units	46400 → 4,511.66	4,511.66
	*Landscape - New Units: LDR-5 Ph 3 - \$238.74 LDR-5 Ph 1 & 2 (added 18 trees) - \$59.28 Unit 16, Faulkner Park (added 2 trees) - \$13.57 LDR-5 (added 5 trees) - \$16.47		
	**Irrigation - New Units:		

*Corbin deNagy*  
3/28/2024

**Thank You For Your Business! Please make checks payable to the above address.**  
Office: (850) 656-0208 ext. 408 Fax: (850) 656-5534

**Total**

\$93,694.27

\$35 fee for all returned checks

A finance charge of 2% per month may be assessed on all 90 day past due balances

In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer.



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
3/25/2024	196411

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	4/24/2024

Description	Quantity	Rate	Amount
Controller # 16 - Unit # 14 - Irrigation Repair - Repair pipe.			
1" SCH 40 Coupling	1	1.15	1.15
1" Slip-Fix Fitting	1	10.58	10.58
FLEXSG Flex Pipe	2	1.59	3.18
1/2" 90 Elbow	2	1.50	3.00
Irrigation Technician Labor Rate per hour	0.75	72.00	54.00
Date of Service: 3-19-2024 Damage Source: Normal Ware			
46450 <i>Corbin deNagy</i> 3/26/2024			

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$71.91
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$71.91



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
3/25/2024	196412

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	4/24/2024

Description	Quantity	Rate	Amount
Controller # 5 - Unit # 3 - Irrigation Repair - Replace Valve			
P220 2" Toro Valve	1	199.70	199.70
DBR/Y - 6 Splice Kit Wire Connector	2	5.15	10.30
Irrigation Technician Labor Rate per hour	1.5	72.00	108.00
Date of Service: 3-21-2024 Damage Source: Normal Ware			
46450 <i>Corbin deNagy</i> 3/26/2024			

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$318.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$318.00



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/1/2024	196462

Phone: 850-656-0208

Bill To
CRCDD Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/1/2024

Description	Quantity	Rate	Amount
Installation of the New Wildflower Garden in Central Park			
Bed Prep:			
General Labor Rate 3-11-2024	5.25	55.00	288.75
Installation:			
Wildflower Seeds	1	123.98	123.98
General Labor Rate 5ppl@3hrs.each Installation & 1st Watering	10	55.00	550.00
Date of Service: 3-29-2024			
	47000 <i>Corbin deNagy</i> 4/2/2024		

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$962.73
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$962.73



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/1/2024	196464

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/1/2024

Description	Quantity	Rate	Amount
Unit # 18 - Cummings Park - Fungicide Treatment in Disease in St. Augustine Turf EPA # 432-1513			
Fungicide Armada 50WDG 21gal	1	12.62	12.62
IPM Technician Labor Rate per hour	0.75	72.00	54.00
IPM Helper Labor Rate per hour	0.75	45.00	33.75
Date of Service: 3-29-2024			
46900 <i>Corbin deNagy</i> 4/2/2024			

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$100.37
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$100.37



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/1/2024	196465

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/1/2024

Description	Quantity	Rate	Amount
Unit # 19 Twain Park - Fungicide Treatment for Disease in the Centipede Turf - EPA # 432-1513			
Fungicide Armada 50WDG 10gal.	1	6.01	6.01
IPM Technician Labor Rate per hour	0.5	72.00	36.00
IPM Helper Labor Rate per hour	0.5	45.00	22.50
Date of Service: 3-29-2024			
46900 <i>Corbin deNagy</i> 4/2/2024			

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$64.51
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$64.51





All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/1/2024	196466

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/1/2024

Description	Quantity	Rate	Amount
Unit # 30 - Woodland Field Park - Fungicide Treatment for Disease in Centipede Turf EPA #432-1513			
Fungicide - Armada 50WDG 15gal.	1	9.02	9.02
IPM Technician Labor Rate per hour	0.75	72.00	54.00
IPM Helper Labor Rate per hour	0.75	45.00	33.75
Date of Service: 3-29-2024			
46900 <i>Corbin deNagy</i> 4/2/2024			

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$96.77
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$96.77

CAPITAL REGION CDD  
ASSESSMENT RECEIPTS FISCAL YEAR 24

ASSESSED TO	# UNITS	Ex 2008 SERIES 2018-1 RESIDENTIAL	Ex 2008 SERIES 2018-1 COMMERCIAL	Ex 2011A-1 SERIES 2021 RESIDENTIAL	Ex 2011A-2 SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
NET ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
GROSS LEON CO TAX ROLL		\$0.00	\$794,593.43	\$0.00	\$0.00	\$0.00	\$0.00	\$308,545.02	\$1,103,138.45
NET LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
GROSS LEON CO TAX ROLL		\$350,053.60	\$259,754.84	\$342,943.74	\$294,782.10	\$410,026.78	\$543,141.40	\$1,853,003.62	\$4,053,706.09
TOTAL NET ASSESSED		\$325,549.85	\$980,543.89	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$2,010,240.24	\$4,795,865.42
TOTAL GROSS ASSESSED		\$350,053.60	\$1,054,348.27	\$342,943.74	\$294,782.10	\$410,026.78	\$543,141.40	\$2,161,548.65	\$5,156,844.54
% ASSESSMENTS		8.64%	6.41%	8.46%	7.27%	10.11%	13.40%	45.71%	100.00%

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.33	\$0.00	\$0.00	\$0.00	\$0.00	\$167,385.68	\$685,374.01
TOTAL DUE DIRECT INVOICE		\$0.00	\$220,983.56	\$0.00	\$0.00	\$0.00	\$0.00	\$119,561.19	\$340,544.75
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.83	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
INTEREST									\$0.00
LEON CO DIST 8									\$0.00
LEON CO DIST 9									\$0.00
LEON CO DIST 10									\$0.00
TAX CERTIFICATES									\$0.00
INTEREST 11									\$0.00
TOTAL RECEIVED TAX ROLL		\$308,572.14	\$209,221.76	\$309,939.77	\$264,898.88	\$361,438.46	\$437,477.90	\$1,594,721.57	\$3,486,270.48
NET DUE TAX ROLL		\$16,977.71	\$32,350.24	\$8,997.91	\$9,248.47	\$19,886.45	\$67,643.60	\$128,571.80	\$283,676.18

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
% RECEIVED DIRECT INVOICE	0.00%	70.10%	0.00%	0.00%	0.00%	0.00%	58.33%	66.81%
% RECEIVED TAX ROLL	94.78%	86.61%	97.18%	96.63%	94.78%	86.61%	92.54%	92.48%

DATE	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	001-700-13100-10000	001-700-13100-10000	003-700-13100-10000	002-700-13100-10000	002-700-13100-10000	002-700-13100-10000	n/a	n/a
	001-700-36300-10000	001-700-36300-101000	003-700-36300-10000	002-700-36300-101000	002-700-36300-10000	002-700-36300-101000	n/a	n/a
	vendor# 106 001-300-20700-10800		vendor # 300 001-300-20700-10000	vendor #130 001-300-20700-11000		vendor #148 001-300-20700-109000		
9/30/23 balance								
							CHECKS	
12/01/23								
12/15/23							3293/3294/3295/3296	
01/03/24								
01/18/24								
03/01/24								
Total transferred	\$510,644.89		\$307,506.64	\$264,898.88		\$786,209.57		
Total DUE	\$7,149.01		\$2,433.13	\$0.00		\$12,706.79		

CAPITAL REGION CDD  
ASSESSMENT RECEIPTS FISCAL YEAR 24

ASSESSED TO	# UNITS	Ex 2008 SERIES 2018-1 RESIDENTIAL	Ex 2008 SERIES 2018-1 COMMERCIAL	Ex 2011A-1 SERIES 2021 RESIDENTIAL	Ex 2011A-2 SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
NET ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
GROSS LEON CO TAX ROLL		\$0.00	\$794,593.43	\$0.00	\$0.00	\$0.00	\$0.00	\$308,545.02	\$1,103,138.45
NET LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
GROSS LEON CO TAX ROLL		\$350,053.60	\$259,754.84	\$342,943.74	\$294,782.10	\$410,026.78	\$543,141.40	\$1,853,003.62	\$4,053,706.09
<b>TOTAL NET ASSESSED</b>		<b>\$325,549.85</b>	<b>\$980,543.89</b>	<b>\$318,937.68</b>	<b>\$274,147.35</b>	<b>\$381,324.91</b>	<b>\$505,121.50</b>	<b>\$2,010,240.24</b>	<b>\$4,795,865.42</b>
<b>TOTAL GROSS ASSESSED</b>		<b>\$350,053.60</b>	<b>\$1,054,348.27</b>	<b>\$342,943.74</b>	<b>\$294,782.10</b>	<b>\$410,026.78</b>	<b>\$543,141.40</b>	<b>\$2,161,548.65</b>	<b>\$5,156,844.54</b>
<b>% ASSESSMENTS</b>		<b>8.64%</b>	<b>6.41%</b>	<b>8.46%</b>	<b>7.27%</b>	<b>10.11%</b>	<b>13.40%</b>	<b>45.71%</b>	<b>100.00%</b>

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.33	\$0.00	\$0.00	\$0.00	\$0.00	\$167,385.68	\$685,374.01
<b>TOTAL DUE DIRECT INVOICE</b>		<b>\$0.00</b>	<b>\$220,983.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$119,561.19</b>	<b>\$340,544.75</b>
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.63	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
INTEREST									\$0.00
LEON CO DIST 8									\$0.00
LEON CO DIST 9									\$0.00
LEON CO DIST 10									\$0.00
TAX CERTIFICATES									\$0.00
INTEREST 11									\$0.00
<b>TOTAL RECEIVED TAX ROLL</b>		<b>\$308,572.14</b>	<b>\$209,221.76</b>	<b>\$309,939.77</b>	<b>\$264,898.88</b>	<b>\$361,438.46</b>	<b>\$437,477.90</b>	<b>\$1,594,721.57</b>	<b>\$3,486,270.48</b>
<b>NET DUE TAX ROLL</b>		<b>\$16,977.71</b>	<b>\$32,350.24</b>	<b>\$8,997.91</b>	<b>\$9,248.47</b>	<b>\$19,886.45</b>	<b>\$67,643.60</b>	<b>\$128,571.80</b>	<b>\$283,676.18</b>

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
% RECEIVED DIRECT INVOICE	0.00%	70.10%	0.00%	0.00%	0.00%	0.00%	58.33%	66.81%
% RECEIVED TAX ROLL	94.78%	86.61%	97.18%	96.63%	94.78%	86.61%	92.54%	92.48%

DATE	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	n/a	n/a
	001-700-13100-10000	001-700-13100-10000	001-700-13100-10000	001-700-13100-10000	001-700-13100-10000	001-700-13100-10000	n/a	n/a
	001-700-36300-10000	001-700-36300-10100	001-700-36300-10000	001-700-36300-10100	001-700-36300-10000	001-700-36300-10100	n/a	n/a
	vendor# 106 001-300-20700-10800		vendor # 300 001-300-20700-10000	vendor #130 001-300-20700-11000	vendor #148 001-300-20700-109000			
9/30/23 balance							CHECKS	
12/01/23								
12/15/23							3293/3294/3295/3296	
01/03/24								
01/18/24								
03/01/24								
<b>Total transferred</b>	<b>\$510,644.89</b>		<b>\$307,506.64</b>	<b>\$264,898.88</b>	<b>\$786,209.57</b>			
<b>Total DUE</b>	<b>\$7,149.01</b>		<b>\$2,433.13</b>	<b>\$0.00</b>	<b>\$12,706.79</b>			

**CAPITAL REGION CDD**  
ASSESSMENT RECEIPTS FISCAL YEAR 24

ASSESSED TO	# UNITS	Ex 2008 SERIES 2018-1 RESIDENTIAL	Ex 2008 SERIES 2018-1 COMMERCIAL	Ex 2011A-1 SERIES 2021 RESIDENTIAL	Ex 2011A-2 SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
NET ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
GROSS LEON CO TAX ROLL		\$0.00	\$794,593.43	\$0.00	\$0.00	\$0.00	\$0.00	\$308,545.02	\$1,103,138.45
NET LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
GROSS LEON CO TAX ROLL		\$350,053.60	\$259,754.84	\$342,943.74	\$294,782.10	\$410,026.78	\$543,141.40	\$1,853,003.62	\$4,053,706.09
<b>TOTAL NET ASSESSED</b>		<b>\$325,549.85</b>	<b>\$980,543.89</b>	<b>\$318,937.68</b>	<b>\$274,147.35</b>	<b>\$381,324.91</b>	<b>\$505,121.50</b>	<b>\$2,010,240.24</b>	<b>\$4,795,865.42</b>
<b>TOTAL GROSS ASSESSED</b>		<b>\$350,053.60</b>	<b>\$1,054,348.27</b>	<b>\$342,943.74</b>	<b>\$294,782.10</b>	<b>\$410,026.78</b>	<b>\$543,141.40</b>	<b>\$2,161,548.65</b>	<b>\$5,156,844.54</b>
<b>% ASSESSMENTS</b>		<b>8.64%</b>	<b>6.41%</b>	<b>8.46%</b>	<b>7.27%</b>	<b>10.11%</b>	<b>13.40%</b>	<b>45.71%</b>	<b>100.00%</b>

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.33	\$0.00	\$0.00	\$0.00	\$0.00	\$167,385.68	\$685,374.01
<b>TOTAL DUE DIRECT INVOICE</b>		<b>\$0.00</b>	<b>\$220,983.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$119,561.19</b>	<b>\$340,544.75</b>
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.63	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
INTEREST									\$0.00
LEON CO DIST 8									\$0.00
LEON CO DIST 9									\$0.00
LEON CO DIST 10									\$0.00
TAX CERTIFICATES									\$0.00
INTEREST 11									\$0.00
<b>TOTAL RECEIVED TAX ROLL</b>		<b>\$308,572.14</b>	<b>\$209,221.76</b>	<b>\$309,939.77</b>	<b>\$264,898.88</b>	<b>\$361,438.46</b>	<b>\$437,477.90</b>	<b>\$1,594,721.57</b>	<b>\$3,486,270.48</b>
<b>NET DUE TAX ROLL</b>		<b>\$16,977.71</b>	<b>\$32,350.24</b>	<b>\$8,997.91</b>	<b>\$9,248.47</b>	<b>\$19,886.45</b>	<b>\$67,643.60</b>	<b>\$128,571.80</b>	<b>\$283,676.18</b>

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
<b>% RECEIVED DIRECT INVOICE</b>	<b>0.00%</b>	<b>70.10%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>58.33%</b>	<b>66.81%</b>
<b>% RECEIVED TAX ROLL</b>	<b>94.78%</b>	<b>86.61%</b>	<b>97.18%</b>	<b>96.63%</b>	<b>94.78%</b>	<b>86.61%</b>	<b>92.54%</b>	<b>92.48%</b>

DATE	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	n/a	n/a
	201-700-13100-10000	201-700-13100-10000	203-700-13100-10000	202-700-13100-10000	029-700-13100-10000	029-700-13100-10000	n/a	n/a
	201-700-36300.10000	201-700-36300.10100	203-700-36300-10000	202-700-36300-10100	029-700-36300-10000	029-700-36300-10100	n/a	n/a
	vendor# 106 001-300-20700-10800		vendor # 300 001-300-20700-10000	vendor #130 001-300-20700-11000		vendor #148 001-300-20700-109000		
9/30/23 balance								
12/01/23								
12/15/23								
01/03/24								
01/18/24								
03/01/24								
<b>Total transferred</b>	<b>\$510,644.89</b>		<b>\$307,506.64</b>	<b>\$264,898.88</b>		<b>\$786,209.57</b>		
<b>Total DUE</b>	<b>\$7,149.01</b>		<b>\$2,433.13</b>	<b>\$0.00</b>		<b>\$12,706.79</b>		

CHECKS  
3293/3294/3295/3296

Disclosure Services LLC

1005 Bradford Way  
Kingston, TN 37763

# Invoice

Date	Invoice #
4/2/2024	16

Bill To
Capital Region CDD c/o GMS, LLC

Terms	Due Date
Net 30	5/2/2024

Description	Amount
Amortization Schedule Series 2018A-1 5-1-24 Prepay \$930,000	500.00
Amortization Schedule Series 2018A-2 5-1-24 Prepay \$5,000	100.00

<b>Total</b>	\$600.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$600.00

Phone #
865-717-0976

E-mail
tcarter@disclosureservices.info

**Governmental Management Services, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice****Invoice #:** 528**Invoice Date:** 4/1/24**Due Date:** 4/1/24**Case:****P.O. Number:****Bill To:**Capital Region CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - April 2024	340	4,509.50	4,509.50
Website Administration -April 2024	351	106.00	106.00
Information Technology - April 2024	351	247.33	247.33
Dissemination Agent Services -April 2024	313	662.50	662.50
Postage	420	42.81	42.81
Copies	425	4.50	4.50
Telephone	410	12.91	12.91
AMEX Charge - Google G Suite	320 572 470 469	6.00	6.00
AMEX Charge - Amazon		107.49	107.49
<b>Total</b>			<b>\$5,699.04</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$5,699.04</b>

**Governmental Management Services, LLC**

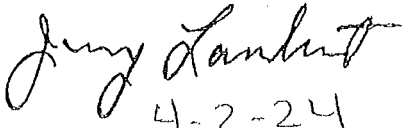
1001 Bradford Way  
Kingston, TN 37763

**Invoice**

Invoice #: 529  
Invoice Date: 4/1/24  
Due Date: 4/1/24  
Case:  
P.O. Number:

**Bill To:**

Capital Region CDD  
475 West Town Place  
Suite 114  
St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Facility Management - Capital Region - April 2024		12,270.83	12,270.83
 4-2-24			

**Total** \$12,270.83

**Payments/Credits** \$0.00

**Balance Due** \$12,270.83

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 26, 2024

**Check Remit To:**  
Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**  
ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470  
Reference: Invoice No. 3368011  
Client Matter No. 17123-1  
Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Mr. Jim Oliver  
Capital Region Community Development  
Governmental Management Services – St. Augustine  
Suite 114  
475 West Town Place  
St. Augustine, FL 32092

Invoice No. 3368011  
17123-1

---

Re: Capital Region - General Counsel

For Professional Legal Services Rendered

02/03/24	L. Whelan	0.30	115.50	Monitor legislative process relating to matters impacting special districts
02/06/24	S. Sandy	1.00	295.00	Prepare settlement letter to Ghazvini for Orange Ave Pond restoration costs
02/06/24	D. Wilbourn	0.40	70.00	Finalize settlement letter for transmittal
02/07/24	S. Sandy	1.90	560.50	Review correspondence from Ghazvini; respond to same
02/08/24	S. Sandy	0.60	177.00	Confer with Ghazvini regarding Orange Ave Pond restoration costs; confer with Berlin regarding same
02/09/24	S. Sandy	0.20	59.00	Confer with Ghazvini regarding decline of offer and conveyance of counter offer
02/09/24	D. Wilbourn	0.50	87.50	Board meeting follow-up
02/12/24	D. Wilbourn	0.40	70.00	Prepare general election resolution



**KUTAK ROCK LLP**

Capital Region Community Development  
March 26, 2024  
Client Matter No. 17123-1  
Invoice No. 3368011  
Page 2

02/20/24	S. Sandy	0.80	236.00	Review draft minutes; review site plans and preliminary plat for LDR-1, LDR-2, and LDR-3; confer with de Nagy regarding same; review the FY 2023 audit
02/22/24	S. Sandy	0.40	118.00	Confer with de Nagy regarding LDR-3
02/28/24	D. Wilbourn	0.40	70.00	Prepare lien release
TOTAL HOURS		6.90		
TOTAL FOR SERVICES RENDERED				\$1,858.50
DISBURSEMENTS				
Freight and Postage			23.60	
TOTAL DISBURSEMENTS				<u>23.60</u>
TOTAL CURRENT AMOUNT DUE				<u>\$1,882.10</u>

31500  
*Corbin deNagy*  
3/26/2024

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

March 26, 2024

**Check Remit To:**  
Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**  
ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470  
Reference: Invoice No. 3368012  
Client Matter No. 17123-2  
Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Capital Region Community Development  
Governmental Management Services – St. Augustine  
Suite 114  
475 West Town Place  
St. Augustine, FL 32092

Invoice No. 3368012  
17123-2

Re: Capital Region - Monthly Meeting

For Professional Legal Services Rendered

02/08/24	S. Sandy	1.60	472.00	Prepare for and attend board meeting; conduct follow-up regarding same
02/29/24	S. Sandy	1.20	354.00	Prepare for board meeting; attend agenda status call
TOTAL HOURS		2.80		
TOTAL FOR SERVICES RENDERED				\$826.00
TOTAL CURRENT AMOUNT DUE				<u>\$826.00</u>

31500

*Corbin deNagy*

3/26/2024

MAKE CHECK PAYABLE TO:



Post Office Box 20122  
Tampa, FL 33622-0122  
(850) 329-2389

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD



CARD NUMBER                      EXP. DATE  
SIGNATURE                              AMOUNT PAID

ADDRESSEE

Please check if address below is incorrect and indicate change on reverse side

CAPITAL REGIONAL CDD  
ROBERT BERLIN  
3196 Merchants Row  
SUITE 130  
Tallahassee, FL 32311

ACCOUNT NUMBER	DATE	BALANCE
708277	4/3/2024	\$332.00

The Lake Doctors  
Post Office Box 20122  
Tampa, FL 33622-0122

0000000018515001000000017292400000003320078

Please Return this invoice with your payment and notify us of any changes to your contact information.

**SOUTHWOOD**

**3770 Cunard Dr Tallahassee, FL 32311**

**Invoice Due Date 4/12/2024**

**Invoice 1893134**

**PO #**

Invoice Date	Description	Quantity	Amount	Tax	Total
4/2/2024	Water Management - Monthly		\$332.00	\$0.00	\$332.00

The pond looks great. Please contact Jim Hawkins with any questions. Thank you

46500  
*Corbin deNagy*  
4/3/2024

Please provide remittance information when submitting payments, otherwise payments will be applied to the oldest outstanding invoices.

**Credits**                      \$0.00

**Adjustment**                      \$0.00

**AMOUNT DUE**

**Total Account Balance including this invoice:**

\$332.00

**This Invoice Total:**

\$332.00

**Click the "Pay Now" link to submit payment by ACH**

**Customer #:** 708277

**Portal Registration #:** C96B1461

**Customer E-mail(s):** cdenagy@gmsnf.com,tcessna@gmsnf.com

**Customer Portal Link:** www.lakedoctors.com/contact-us/

**Corporate Address**

4651 Salisbury Rd, Suite 155  
Jacksonville, FL 32256

Set Up Customer Portal to pay invoices online, set up recurring payments, view payment history, and edit contact information



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/9/2024	196494

Phone: 850-656-0208

Bill To
CRCDD Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/9/2024

Description	Quantity	Rate	Amount
Work Order # 2024-012 Work done as requested:			
LDR5 4-2-2024 Removal of lower limb on the oak in common area along Blue Ridge Drive near 3354 and 362 Jasmine Hill Road General Labor Rate 2men @ 1/2hr. each	1	55.00	55.00
Unit # 17 4-1-2024 Cut and apply chemical to kill vines wrapped around the pine tree in the CDD common area behind 4048 Shady View Ln. Renovate 3 - (EPA #62719-37-67690) 4oz General Labor Rate 1man. @ 1/2hr.	1 0.5	26.71 55.00	26.71 27.50
Dates of Service: 4-1-2024 & 4-2-2024			
	46490 <i>Corbin deNagy</i> 4/9/2024		

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

**Total** \$109.21

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

**Payments/Credits** \$0.00

**Balance Due** \$109.21



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/9/2024	196495

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/9/2024

Description	Quantity	Rate	Amount
Controller # 6 - Unit # CP - Irrigation Repair - Replace Valve			
3" Valve	1	379.15	379.15
3" Male Adapter PVC TXS	2	8.67	17.34
3" Repair Coupling	1	57.08	57.08
Irrigation Technician Labor Rate per hour	2.5	72.00	180.00
Date of Service: 4-5-2024 Damage Source: Normal Ware			
46450 <i>Corbin deNagy</i> 4/9/2024			

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

<b>Total</b>	\$633.57
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$633.57

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

**All-Pro Land Care of  
Tallahassee, Inc.**  
P.O Box 38355  
Tallahassee, FL  
32315-8355

# INVOICE

Date	Invoice #
4/9/2024	196500

Bill To
CRCDD Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311

P.O. No.	Terms	Project
	Net 30	Additional Contracted Work

Quantity	Description	Rate	Amount
1	<p>Tree Work - LSF - 3 - Maple Ridge - Removal of one large decayed Oak Tree behind 2382 Maple Leaf Way. A crane will be used to remove the tree, stump will be cut low and debris will be hauled away.</p> <p>Removal of Oak w/crane</p> <p>Date of Service: 4-9-2024</p>	3,480.00	3,480.00

46490  
*Corbin deNagy*  
4/9/2024

<p><b>Thank You For Your Business! Please make checks payable to the above address.</b> Office: (850) 656-0208 ext. 408 Fax: (850) 656-5534</p>	<p><b>Total</b> \$3,480.00</p>
---	--------------------------------

\$35 fee for all returned checks

A finance charge of 2% per month may be assessed on all 90 day past due balances

In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer.



<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Account Number</b>	Page
8-457-64428	Apr 02, 2024	8504-2882-4	1 of 2

**Billing Address:**  
 CAPITAL REGION CDD  
 # 114  
 475 W TOWN PL  
 SAINT AUGUSTINE FL 32092-3648

**Shipping Address:**  
 CAPITAL REGION CDD  
 475 W TOWN PL  
 SAINT AUGUSTINE FL 32092-3648

**Invoice Questions?**  
**Contact FedEx Revenue Services**  
 Phone: 800.622.1147  
 M-F 7 AM to 8 PM CST  
 Sa 7 AM to 6 PM CST  
 Internet: fedex.com

**Invoice Summary**

**FedEx Express Services**

Total Charges USD \$69.06  
**TOTAL THIS INVOICE USD \$69.06**

Other discounts may apply.

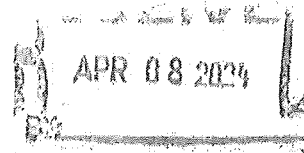
To pay your FedEx invoice, please go to [www.fedex.com/payment](http://www.fedex.com/payment). Thank you for using FedEx.

**Account Summary as of Apr 02, 2024**

Previous Balance 107.79  
 Payments 0.00  
 Adjustments 0.00  
 New Charges 69.06

**New Account Balance \$176.85**

*Payments not received by Apr 17, 2024 are subject to a late fee.*



Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number	Account Balance
8-457-64428	USD \$69.06	8504-2882-4	USD \$176.85

**Remittance Advice**

**Your payment is due by Apr 17, 2024**

*Payments not received by this date are subject to a late fee.*

845764428700000690628504288245000017685900000690620

0014831 01AB 0.547 \*\*AUTO T10 1091 32092-364939 -C01-P14845-11



CAPITAL REGION CDD  
 # 114  
 475 W TOWN PL



FedEx  
 P.O. Box 660481  
 DALLAS TX 75266-0481

SAINT AUGUSTINE FL 32092-3648



6332292000024

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Account Number</b>	Page
8-457-64428	Apr 02, 2024	8504-2882-4	2 of 2

**FedEx Express Shipment Detail By Payor Type (Original)**

**Ship Date:** Mar 27, 2024      **Cust. Ref.:** CAPITAL REGION      **Ref.#2:**  
**Payor:** Third Party      **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 17.00% to this shipment.
- Distance Based Pricing, Zone 7

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>	
<b>Tracking ID</b>	775716007320	Joni Hayworth	Lockbox Services-12-2657	
<b>Service Type</b>	FedEx Standard Overnight	5385 N. Nob Hill Road	US Bank, N.A.- CDD	
<b>Package Type</b>	FedEx Envelope	FORT LAUDERDALE FL 33351 US	1200 Energy Park Drive	
<b>Zone</b>	07		SAINT PAUL MN 55108 US	
<b>Packages</b>	1			
<b>Rated Weight</b>	N/A			
<b>Delivered</b>	Mar 28, 2024 10:01	<b>Transportation Charge</b>		56.49
<b>Svc Area</b>	A1	<b>Fuel Surcharge</b>		9.60
<b>Signed by</b>	C.SCHWARTZ	<b>Third Party Billing</b>		2.97
<b>FedEx Use</b>	000000000/255/	<b>Total Charge</b>	<b>USD</b>	<b>\$69.06</b>

<b>Third Party Subtotal</b>	<b>USD</b>	<b>\$69.06</b>
<b>Total FedEx Express</b>	<b>USD</b>	<b>\$69.06</b>



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<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Account Number</b>	Page
8-449-58449	Mar 26, 2024	8504-2882-4	1 of 2

**Billing Address:**  
 CAPITAL REGION CDD  
 # 114  
 475 W TOWN PL  
 SAINT AUGUSTINE FL 32092-3648

**Shipping Address:**  
 CAPITAL REGION CDD  
 475 W TOWN PL  
 SAINT AUGUSTINE FL 32092-3648

**Invoice Questions?**  
**Contact FedEx Revenue Services**  
 Phone: 800.622.1147  
 M-F 7 AM to 8 PM CST  
 Sa 7 AM to 6 PM CST  
 Internet: fedex.com

**Invoice Summary**

**FedEx Express Services**

Total Charges USD \$64.90  
**TOTAL THIS INVOICE USD \$64.90**

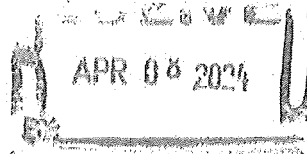
Other discounts may apply.

To pay your FedEx invoice, please go to [www.fedex.com/payment](http://www.fedex.com/payment). Thank you for using FedEx.

**Account Summary as of Mar 26, 2024**

Previous Balance 100.66  
 Payments -57.77  
 Adjustments 0.00  
 New Charges 64.90  
**New Account Balance \$107.79**

*Payments not received by Apr 10, 2024 are subject to a late fee.*



Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx. Please do not staple or fold. Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number	Account Balance
8-449-58449	USD \$64.90	8504-2882-4	USD \$107.79

**Remittance Advice**

**Your payment is due by Apr 10, 2024**

*Payments not received by this date are subject to a late fee.*

844958449200000649078504288245000010779700000649070

0017926 01 AB 0.547 \*\*AUTO T3 0 1084 32092-364939 -C01-P17943-11



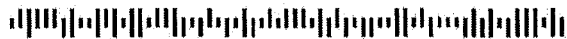
CAPITAL REGION CDD  
 # 114  
 475 W TOWN PL



SAINT AUGUSTINE FL 32092-3648



63316860000029



FedEx  
 P.O. Box 660481  
 DALLAS TX 75266-0481

<b>Invoice Number</b>	<b>Invoice Date</b>	<b>Account Number</b>	Page
8-449-58449	Mar 26, 2024	8504-2882-4	2 of 2

**FedEx Express Shipment Detail By Payor Type (Original)**

**Ship Date:** Mar 20, 2024      **Cust. Ref.:** Capital Region      **Ref.#2:**  
**Payor:** Third Party      **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 16.75% to this shipment.
- Distance Based Pricing, Zone 4
- Package Delivered to Recipient Address - Release Authorized

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>	
<b>Tracking ID</b>	775623537999	Joni Hayworth	Corbin Denagy	
<b>Service Type</b>	FedEx Standard Overnight	5385 N. Nob Hill Road	3250 Carrollton Drive	
<b>Package Type</b>	FedEx Envelope	FORT LAUDERDALE FL 33351 US	TALLAHASSEE FL 32311 US	
<b>Zone</b>	04			
<b>Packages</b>	1			
<b>Rated Weight</b>	N/A	<b>Transportation Charge</b>		47.05
<b>Delivered</b>	Mar 21, 2024 11:31	<b>Fuel Surcharge</b>		8.91
<b>Svc Area</b>	A2	<b>Third Party Billing</b>		2.79
<b>Signed by</b>	see above	<b>Residential Delivery</b>		6.15
<b>FedEx Use</b>	000000000/222/02	<b>Total Charge</b>	<b>USD</b>	<b>\$64.90</b>
			<b>Third Party Subtotal</b>	<b>USD \$64.90</b>
			<b>Total FedEx Express</b>	<b>USD \$64.90</b>



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**CAPITAL REGION CDD**  
ASSESSMENT RECEIPTS FISCAL YEAR 24

ASSESSED TO	# UNITS	Ex 2008 SERIES 2018-1 RESIDENTIAL	Ex 2008 SERIES 2018-1 COMMERCIAL	Ex 2011A-1 SERIES 2021 RESIDENTIAL	Ex 2011A-2 SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
NET ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
GROSS LEON CO TAX ROLL		\$0.00	\$794,593.43	\$0.00	\$0.00	\$0.00	\$0.00	\$308,545.02	\$1,103,138.45
NET LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
GROSS LEON CO TAX ROLL		\$350,053.60	\$259,754.84	\$342,943.74	\$294,782.10	\$410,026.78	\$543,141.40	\$1,853,003.62	\$4,053,706.09
<b>TOTAL NET ASSESSED</b>		<b>\$325,549.85</b>	<b>\$980,543.89</b>	<b>\$318,937.68</b>	<b>\$274,147.35</b>	<b>\$381,324.91</b>	<b>\$505,121.50</b>	<b>\$2,010,240.24</b>	<b>\$4,795,865.42</b>
<b>TOTAL GROSS ASSESSED</b>		<b>\$350,053.60</b>	<b>\$1,054,348.27</b>	<b>\$342,943.74</b>	<b>\$294,782.10</b>	<b>\$410,026.78</b>	<b>\$543,141.40</b>	<b>\$2,161,548.65</b>	<b>\$5,156,844.54</b>
% ASSESSMENTS		8.64%	6.41%	8.46%	7.27%	10.11%	13.40%	45.71%	100.00%

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.33	\$0.00	\$0.00	\$0.00	\$0.00	\$167,385.68	\$685,374.01
<b>TOTAL DUE DIRECT INVOICE</b>		<b>\$0.00</b>	<b>\$220,983.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$119,561.19</b>	<b>\$340,544.75</b>
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.63	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
LEON CO DIST 8	04/15/24	\$3,219.29	\$7,045.20	\$4,719.18	\$0.00	\$3,770.83	\$14,731.35	\$28,515.10	\$62,000.95
LEON CO DIST 9									\$0.00
LEON CO DIST 10									\$0.00
TAX CERTIFICATES									\$0.00
INTEREST 11									\$0.00
<b>TOTAL RECEIVED TAX ROLL</b>		<b>\$311,791.43</b>	<b>\$216,266.96</b>	<b>\$314,658.95</b>	<b>\$264,898.88</b>	<b>\$365,209.29</b>	<b>\$452,209.25</b>	<b>\$1,623,236.67</b>	<b>\$3,548,271.43</b>
<b>NET DUE TAX ROLL</b>		<b>\$13,758.42</b>	<b>\$25,305.04</b>	<b>\$4,278.73</b>	<b>\$9,248.47</b>	<b>\$16,115.62</b>	<b>\$52,912.25</b>	<b>\$100,056.70</b>	<b>\$221,675.23</b>

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
% RECEIVED DIRECT INVOICE	0.00%	70.10%	0.00%	0.00%	0.00%	0.00%	58.33%	66.81%
% RECEIVED TAX ROLL	95.77%	89.52%	98.66%	96.63%	95.77%	89.52%	94.19%	94.12%

DATE	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	001-700-13100-10000	201-700-13100-10000	203-700-13100-10000	202-700-13100-10000	029-700-13100-10000	029-700-13100-10000	n/a	n/a
	201-700-36300.10000	201-700-36300.10100	203-700-36300-10000	202-700-36300-10100	029-700-36300-10000	029-700-36300-10100	n/a	n/a
	vendor# 106 001-300-20700-10800		vendor # 300 001-300-20700-10000	vendor #130 001-300-20700-11000		vendor #148 001-300-20700-109000		
9/30/23 balance							CHECKS	
12/01/23								
12/15/23							3293/3294/3295/3296	
01/03/24								
01/18/24								
03/01/24								
04/05/24								
<b>Total transferred</b>		\$517,793.90	\$309,939.77	\$264,898.88		\$798,916.36		
<b>Total DUE</b>		<b>\$10,264.49</b>	<b>\$4,719.18</b>	<b>\$0.00</b>		<b>\$18,502.18</b>		

**CAPITAL REGION CDD**  
ASSESSMENT RECEIPTS FISCAL YEAR 24

ASSESSED TO	# UNITS	Ex 2008 SERIES 2018-1 RESIDENTIAL	Ex 2008 SERIES 2018-1 COMMERCIAL	Ex 2011A-1 SERIES 2021 RESIDENTIAL	Ex 2011A-2 SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
NET ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
GROSS LEON CO TAX ROLL		\$0.00	\$794,593.43	\$0.00	\$0.00	\$0.00	\$0.00	\$308,545.02	\$1,103,138.45
NET LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
GROSS LEON CO TAX ROLL		\$350,053.60	\$259,754.84	\$342,943.74	\$294,782.10	\$410,026.78	\$543,141.40	\$1,853,003.62	\$4,053,706.09
<b>TOTAL NET ASSESSED</b>		<b>\$325,549.85</b>	<b>\$980,543.89</b>	<b>\$318,937.68</b>	<b>\$274,147.35</b>	<b>\$381,324.91</b>	<b>\$505,121.50</b>	<b>\$2,010,240.24</b>	<b>\$4,795,865.42</b>
<b>TOTAL GROSS ASSESSED</b>		<b>\$350,053.60</b>	<b>\$1,054,348.27</b>	<b>\$342,943.74</b>	<b>\$294,782.10</b>	<b>\$410,026.78</b>	<b>\$543,141.40</b>	<b>\$2,161,548.65</b>	<b>\$5,156,844.54</b>
% ASSESSMENTS		8.64%	6.41%	8.46%	7.27%	10.11%	13.40%	45.71%	100.00%

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.33	\$0.00	\$0.00	\$0.00	\$0.00	\$167,385.68	\$685,374.01
<b>TOTAL DUE DIRECT INVOICE</b>		<b>\$0.00</b>	<b>\$220,983.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$119,561.19</b>	<b>\$340,544.75</b>
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.63	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
LEON CO DIST 8	04/15/24	\$3,219.29	\$7,045.20	\$4,719.18	\$0.00	\$3,770.83	\$14,731.35	\$28,515.10	\$62,000.95
LEON CO DIST 9									\$0.00
LEON CO DIST 10									\$0.00
TAX CERTIFICATES									\$0.00
INTEREST 11									\$0.00
<b>TOTAL RECEIVED TAX ROLL</b>		<b>\$311,791.43</b>	<b>\$216,266.96</b>	<b>\$314,658.95</b>	<b>\$264,898.88</b>	<b>\$365,209.29</b>	<b>\$452,209.25</b>	<b>\$1,623,236.67</b>	<b>\$3,548,271.43</b>
<b>NET DUE TAX ROLL</b>		<b>\$13,758.42</b>	<b>\$25,305.04</b>	<b>\$4,278.73</b>	<b>\$9,248.47</b>	<b>\$16,115.62</b>	<b>\$52,912.25</b>	<b>\$100,056.70</b>	<b>\$221,675.23</b>

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
% RECEIVED DIRECT INVOICE	0.00%	70.10%	0.00%	0.00%	0.00%	0.00%	58.33%	66.81%
% RECEIVED TAX ROLL	95.77%	89.52%	98.66%	96.63%	95.77%	89.52%	94.19%	94.12%

DATE	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	201-700-13100-10000	201-700-13100-10000	203-700-13100-10000	202-700-13100-10000	029-700-13100-10000	029-700-13100-10000	n/a	n/a
	201-700-36300.10000	201-700-36300.10100	203-700-36300-10000	202-700-36300-10100	029-700-36300-10000	029-700-36300-10100	n/a	n/a
	vendor# 106		vendor # 300	vendor #130	vendor #148			
	001-300-20700-10800		001-300-20700-10000	001-300-20700-11000	001-300-20700-109000			
9/30/23 balance	-\$68.36		-\$21.42	\$0.00	-\$111.63			
12/01/23	\$144,598.47		\$63,096.14	\$24,172.21	\$222,451.31			
12/15/23	\$259,136.97		\$222,719.73	\$194,683.67	\$368,772.83			
01/03/24	\$70,043.54		\$20,495.30	\$33,091.04	\$121,384.30			
01/18/24	\$6,012.97		\$6,102.13	\$7,812.92	\$12,572.97			
03/01/24	\$30,921.30		\$5,114.76	\$5,139.04	\$61,139.79			
04/05/24	\$7,149.01		\$2,433.13	\$0.00	\$12,708.79			
Total transferred	\$517,793.90		\$309,939.77	\$264,898.88	\$798,916.36			
<b>Total DUE</b>	<b>\$10,264.49</b>		<b>\$4,719.18</b>	<b>\$0.00</b>	<b>\$18,502.18</b>			

CHECKS  
3293/3294/3295/3296

**CAPITAL REGION CDD**  
ASSESSMENT RECEIPTS FISCAL YEAR 24

ASSESSED TO	# UNITS	Ex 2008 SERIES 2018-1 RESIDENTIAL	Ex 2008 SERIES 2018-1 COMMERCIAL	Ex 2011A-1 SERIES 2021 RESIDENTIAL	Ex 2011A-2 SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
NET ST JOE COMPANY	1692	\$0.00	\$738,971.89	\$0.00	\$0.00	\$0.00	\$0.00	\$286,946.87	\$1,025,918.76
GROSS LEON CO TAX ROLL		\$0.00	\$794,593.43	\$0.00	\$0.00	\$0.00	\$0.00	\$308,545.02	\$1,103,138.45
NET LEON CO TAX ROLL	4096.91	\$325,549.85	\$241,572.00	\$318,937.68	\$274,147.35	\$381,324.91	\$505,121.50	\$1,723,293.37	\$3,769,946.66
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<b>TOTAL NET ASSESSED</b>		<b>\$325,549.85</b>	<b>\$980,543.89</b>	<b>\$318,937.68</b>	<b>\$274,147.35</b>	<b>\$381,324.91</b>	<b>\$505,121.50</b>	<b>\$2,010,240.24</b>	<b>\$4,795,865.42</b>
<b>TOTAL GROSS ASSESSED</b>		<b>\$350,053.60</b>	<b>\$1,054,348.27</b>	<b>\$342,943.74</b>	<b>\$294,782.10</b>	<b>\$410,026.78</b>	<b>\$543,141.40</b>	<b>\$2,161,548.65</b>	<b>\$5,156,844.54</b>
% ASSESSMENTS		8.64%	6.41%	8.46%	7.27%	10.11%	13.40%	45.71%	100.00%

RECEIVED BY	DATE	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
ST JOE COMPANY		\$0.00	\$517,988.33	\$0.00	\$0.00	\$0.00	\$0.00	\$167,385.68	\$685,374.01
<b>TOTAL DUE DIRECT INVOICE</b>		<b>\$0.00</b>	<b>\$220,983.56</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$119,561.19</b>	<b>\$340,544.75</b>
LEON CO DIST 1	11/14/23	\$1,440.60	\$0.00	\$3,851.40	\$0.00	\$1,687.41	\$0.00	\$6,515.69	\$13,495.10
LEON CO DIST 2	11/27/23	\$85,406.27	\$57,682.94	\$49,223.32	\$24,172.21	\$100,038.56	\$120,613.71	\$365,602.16	\$802,739.17
LEON CO DIST 3	12/13/23	\$188,198.08	\$70,938.89	\$222,719.73	\$194,683.67	\$220,441.24	\$148,331.59	\$887,951.26	\$1,933,264.46
LEON CO DIST 4	12/22/23	\$27,265.89	\$42,777.65	\$20,495.30	\$33,091.04	\$31,937.23	\$89,447.07	\$203,123.78	\$448,137.96
LEON CO DIST 5	01/11/24	\$0.00	\$6,012.97	\$6,102.13	\$7,812.92	\$0.00	\$12,572.97	\$27,619.27	\$60,120.26
INTEREST	02/15/24	\$695.06	\$403.22	\$687.28	\$572.63	\$814.14	\$843.13	\$3,388.76	\$7,404.22
LEON CO DIST 6	02/23/24	\$3,128.76	\$26,694.56	\$4,427.48	\$4,566.41	\$3,664.80	\$55,817.72	\$81,707.36	\$180,007.09
LEON CO DIST 7	03/26/24	\$2,437.48	\$4,711.53	\$2,433.13	\$0.00	\$2,855.08	\$9,851.71	\$18,813.29	\$41,102.22
LEON CO DIST 8	04/15/24	\$3,219.29	\$7,045.20	\$4,719.18	\$0.00	\$3,770.83	\$14,731.35	\$28,515.10	\$62,000.95
LEON CO DIST 9									\$0.00
LEON CO DIST 10									\$0.00
TAX CERTIFICATES									\$0.00
INTEREST 11									\$0.00
<b>TOTAL RECEIVED TAX ROLL</b>		<b>\$311,791.43</b>	<b>\$216,266.96</b>	<b>\$314,658.95</b>	<b>\$264,898.88</b>	<b>\$365,209.29</b>	<b>\$452,209.25</b>	<b>\$1,623,236.67</b>	<b>\$3,548,271.43</b>
<b>NET DUE TAX ROLL</b>		<b>\$13,758.42</b>	<b>\$25,305.04</b>	<b>\$4,278.73</b>	<b>\$9,248.47</b>	<b>\$16,115.62</b>	<b>\$52,912.25</b>	<b>\$100,056.70</b>	<b>\$221,675.23</b>

PERCENT RECEIVED	SERIES 2018-1 RESIDENTIAL	SERIES 2018-1 COMMERCIAL	SERIES 2021 RESIDENTIAL	SERIES 2018-2 COMMERCIAL	SERIES 2013 RESIDENTIAL	SERIES 2013 COMMERCIAL	GENERAL FUND	TOTAL ASSESSED
% RECEIVED DIRECT INVOICE	0.00%	70.10%	0.00%	0.00%	0.00%	0.00%	58.33%	66.81%
% RECEIVED TAX ROLL	95.77%	89.52%	98.66%	96.63%	95.77%	89.52%	94.19%	94.12%

DATE	001-300-20700-10800	001-300-20700-10800	001-300-20700-10000	001-300-20700-11000	001-300-20700-10900	001-300-20700-10900	001-300-36300-101000	001.300.10100.01000
	201-700-13100-10000	201-700-13100-10000	203-700-13100-10000	202-700-13100-10000	029-700-13100-10000	029-700-13100-10000	n/a	n/a
	201-700-36300.10000	201-700-36300.10100	203-700-36300-10000	202-700-36300-10100	029-700-36300-10000	029-700-36300-10100	n/a	n/a
	vendor# 106 001-300-20700-10800		vendor # 300 001-300-20700-10000	vendor #130 001-300-20700-11000	vendor #148 001-300-20700-109000			
							CHECKS	
9/30/23 balance								
12/01/23								
12/15/23							3293/3294/3295/3296	
01/03/24								
01/18/24								
03/01/24								
04/05/24								
<b>Total transferred</b>		\$517,793.90	\$309,939.77	\$264,898.88	\$798,916.36			
<b>Total DUE</b>		<b>\$10,264.49</b>	<b>\$4,719.18</b>	<b>\$0.00</b>	<b>\$18,502.18</b>			



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/15/2024	196508

Phone: 850-656-0208

Bill To
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/15/2024

Description	Quantity	Rate	Amount
Controller # 20 - Unit # 5 - Irrigation Repair - Replace rotor sprayheads and nozzles			
PGP Rotor	1	25.95	25.95
6" Pop-Up Sprayhead	1	16.85	16.85
4" Pop-Up Sprayhead	2	9.88	19.76
Nozzle	3	2.50	7.50
Irrigation Technician Labor Rate per hour	1.5	72.00	108.00
Date of Service: 4-10-2024 Damage Source: Normal Ware			
		46450	
		<i>Corbin deNagy</i>	
		4/16/24	

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$178.06
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$178.06



All Pro Landcare of  
Tallahassee, Inc.  
PO Box 38355  
Tallahassee, FL  
32315-8355

# Invoice

Date	Invoice #
4/15/2024	196509

Phone: 850-656-0208

Bill To
CRCDD Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311



P.O. No.	Terms	Due Date
	Net 30	5/15/2024

Description	Quantity	Rate	Amount
Cat Tail Treatment @ Ponds SB131, WD090N & WD090S			
Pond SB131			
Non-Selective herbicide Imazapyr (EPA# 81927-24) 7gal.	1	5.25	5.25
Non-Selective herbicide RoundUp Custom Aquatic(EPA#524-343) 7gal.	1	4.34	4.34
Spread Sticker 7gal.	1	0.98	0.98
IPM Technician Labor Rate per hour	1.28	72.00	92.16
IPM Helper Labor Rate per hour	1.28	45.00	57.60
Pond WD090N			
Non-Selective herbicide Imazapyr (EPA# 81927-24) 7gal.	1	5.25	5.25
Non-Selective herbicide RoundUp Custom Aquatic (EPA#524-343) 7gal.	1	4.34	4.34
Spread Sticker 7gal.	1	0.98	0.98
IPM Technician Labor Rate per hour	1.28	72.00	92.16
IPM Helper Labor Rate per hour	1.28	45.00	57.60
Pond WD090S			
Non-Selective herbicide Imazapyr (EPA# 81927-24) 7gal.	1	5.25	5.25
Non-Selective herbicide RoundUp Custom Aquatic (EPA#524-343) 7gal.	1	4.34	4.34
Spread Sticker 7gal.	1	0.98	0.98
IPM Technician Labor Rate per hour	1.28	72.00	92.16
IPM Helper Labor Rate per hour	1.28	45.00	57.60
Date of Service: 4-10-2024			
		46550	
		<i>Corbin deNagy</i>	
		4/16/24	

Thank you for your business! Please make checks payable to the address listed above. All credit card transactions will be subject to processing fees. Pricing may vary. Fuel surcharges may apply.

\$35 fee for all returned checks  
A Finance charge of 2% per month may be assessed on all 90 day past due balances  
In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer

<b>Total</b>	\$480.99
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$480.99

**All-Pro Land Care of  
Tallahassee, Inc.**  
P.O Box 38355  
Tallahassee, FL  
32315-8355

# INVOICE

Date	Invoice #
4/17/2024	196512

<b>Bill To</b>
CRCDD c/o GMS, LLC Attn: Corbin deNagy 3196 Merchants Row, Suite 130 Tallahassee, FL 32311

P.O. No.	Terms	Project
	Net 30	LSF-3

Quantity	Description	Rate	Amount
1	<p>Tree removal in Maple Ridge - Removal of 1 dead tree in common area near 2483 Mystic Place on left side. Cutting stump low and haul away debris.</p> <p>Removal of Dead Tree</p> <p>Date of Service: 4-17-2024</p>	480.00	480.00

46490  
*Corbin deNagy*  
4/18/24

<p><b>Thank You For Your Business! Please make checks payable to the above address.</b> Office: (850) 656-0208 ext. 408 Fax: (850) 656-5534</p>	<p><b>Total</b> \$480.00</p>
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\$35 fee for all returned checks

A finance charge of 2% per month may be assessed on all 90 day past due balances

In the event of non-payments, collection fees and/ or reasonable attorney fees will be charged to the customer.





<b>ACCOUNT NAME</b> Capital Region Community		<b>ACCOUNT #</b> 1127543	<b>PAGE #</b> 1 of 1
<b>STATEMENT #</b> 0006337448	<b>BILLING PERIOD</b> Mar 1- Mar 31, 2024	<b>PAYMENT DUE DATE</b> April 20, 2024	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (included in amt due)</b> \$0.00	<b>TOTAL CASH AMT DUE*</b> \$83.34	

**BILLING ACCOUNT NAME AND ADDRESS**

Capital Region Community  
 Governmental Management Services, LLC  
 475 W. Town Pl. Ste. 114  
 Saint Augustine, FL 32092-3649



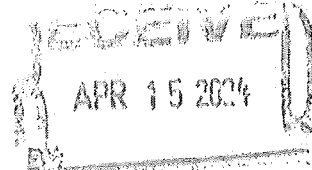
Legal Entity: Gannett Media Corp.  
**Terms and Conditions:** Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

**BILLING INQUIRIES/ADDRESS CHANGES** 1-877-736-7612 or [smb@ccc.gannett.com](mailto:smb@ccc.gannett.com) **FEDERAL ID** 47-2390983

To sign-up for E-mailed invoices and online payments please contact [abgspecial@gannett.com](mailto:abgspecial@gannett.com).

Date	Description	Amount
3/1/24	Balance Forward	\$83.34



As an Incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due	\$83.34
Service Fee 3.99%	\$3.33
*Cash/Check/ACH Discount	-\$3.33
*Payment Amount by Cash/Check/ACH	\$83.34
Payment Amount by Credit Card	\$86.67

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

<b>ACCOUNT NAME</b> Capital Region Community		<b>ACCOUNT NUMBER</b> 1127543		<b>STATEMENT NUMBER</b> 0006337448		<b>AMOUNT PAID</b>
<b>CURRENT DUE</b> \$0.00	<b>30 DAYS PAST DUE</b> \$83.34	<b>60 DAYS PAST DUE</b> \$0.00	<b>90 DAYS PAST DUE</b> \$0.00	<b>120+ DAYS PAST DUE</b> \$0.00	<b>UNAPPLIED PAYMENTS</b> \$0.00	<b>TOTAL CASH AMT DUE*</b> \$83.34
<b>REMITTANCE ADDRESS</b> (Include Account# & Invoice# on check)				<b>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</b>		<b>TOTAL CREDIT CARD AMT DUE</b>
Gannett Florida LocaliQ PO Box 631244 Cincinnati, OH 45263-1244				1-877-736-7612		\$86.67
				To sign up for E-mailed invoices and online payments please contact <a href="mailto:abgspecial@gannett.com">abgspecial@gannett.com</a>		

000112754300000000000000063374480000833467175



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

**PROOF OF PUBLICATION**

CAPITAL REGION CDD  
Governmental Management Services, LLC  
Capital Region Community  
475 W Town PL # 114  
Saint Augustine FL 32092-3649

**Notice of Meeting  
Capital Region Community  
Development District  
(SouthWood)**

The regular meeting of the Board of Supervisors of the Capital Region Community Development District ("Southwood Community") will be held Thursday, April 11, 2024 at 6:30 p.m. at the Southwood Community Center, 4675 Grove Park Drive, Tallahassee, Florida 32311. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for the meeting may be obtained from GMS, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092, (and phone (904) 940-5850). This meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Tallahassee Democrat, a newspaper published in Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Leon County, Florida, or in a newspaper by print in the issues of, on:

04/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/03/2024

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at (904) 940-5850 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office. Each person who decides to appeal any action taken at these meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of proceedings is made, including the testimony and evidence upon which such appeal is to be based.

James Oliver  
District Manager  
4/3/24 #9991367

Legal Clerk

\_\_\_\_\_  
Notary, State of WI, County of Brown  
5.15.27

My commission expires

Publication Cost: \$83.34  
Order No: 9991367 # of Copies: 1  
Customer No: 1127543  
PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

NANCY HEYRMAN  
Notary Public  
State of Wisconsin

# Grau and Associates

951 W. Yamato Road, Suite 280  
Boca Raton, FL 33431-  
www.graucpa.com

Phone: 561-994-9299

Fax: 561-994-5823

Capital Region Community Development District  
5385 N Nob Hill Road  
Sunrise, FL 33351

Invoice No. 25607  
Date 04/16/2024

---

SERVICE	AMOUNT
Project: Arbitrage - Series 2018 FYE 2/28/24	
Arbitrage Services	
Arbitrage	\$ <u>600.00</u>
	<b>Subtotal:</b> <u>600.00</u>
	Total 600.00
	Current Amount Due \$ <u>600.00</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
600.00	0.00	0.00	0.00	0.00	600.00

Payment due upon receipt.



## Alexandra Salisbury

---

**From:** Tiziana Cessna  
**Sent:** Wednesday, April 24, 2024 9:02 AM  
**To:** Alexandra Salisbury  
**Subject:** Capital Region Prism Ecological Final Invoice  
**Attachments:** Prism Ecological\_1656\_2024.04.23.pdf

Hi Alex,  
Could you cut check and send it to Corbin. See below. Thanks

Tiziana Cessna  
District Accountant  
GMS-SF, LLC  
5385 N Nob Hill Rd  
Sunrise, FL 33351  
Tel: (954) 721-8681 ext 218  
E-mail: [tcessna@gmssf.com](mailto:tcessna@gmssf.com)



---

**From:** Corbin deNagy <[cdenagy@gmsnf.com](mailto:cdenagy@gmsnf.com)>  
**Sent:** Wednesday, April 24, 2024 8:36 AM  
**To:** Tiziana Cessna <[TCessna@gmssf.com](mailto:TCessna@gmssf.com)>  
**Subject:** Prism Ecological Final Invoice

Hi Tiziana,

The attached invoice is approved for payment. Like the last two checks, can you please send this one to my home address? It's 3250 Carrollton Drive, Tallahassee 32311.

Thanks!

Corbin deNagy  
Assistant District Manager  
Operations Manager – Capital Region CDD  
Governmental Management Services LLC  
3196 Merchants Row Blvd. Suite 130  
Tallahassee, FL 32311

850-727-5310 Office

# Capital Region

## City of Tallahassee Utilities

**all on auto pay and e bill**

			Mar-24
OLD Account #	NEW acct#	Services Address	
4680485610	100012004	3992 Four Oaks Blvd	\$13.31
7580485610	100012701	3705 Four Oaks Blvd	\$88.48
6948377092	100012735	1901 Merchants Row Blvd	\$13.21
3077919780	100012813	3136 Dickinson Dr.	\$14.41
1894063223	100013816	2380 E Orange Ave Irr	\$218.96
2780485610	100013845	2588 Merchants Row Blvd - Pump	\$13.85
2429471295	100013878	3564 S Blair Stone Rd Reclaim	
8965428817	100013966	3559 Four Oaks Blvd	\$13.68
9143451140	100013997	3700 Spider Lily Way	\$13.88
6243485610	100014028	3700 Mossy Creek Ln- Pump	\$13.85
3680485610	100014060	3765 Grove Park Dr	\$13.10
1680485610	100014664	3766 Greyfield Dr - Pump 1	\$35.27
9699066720	100014696	3145 Mulberry Park Blvd. Area Light	\$99.57
9732155598	100014729	4141 Artemis Way	\$88.31
8404454440	100014758	4140 Artemis Way	\$13.10
7042865610	100014789	4580 Grove Park Dr - IRR	\$13.53
4360485610	100014821	1900 Merchants Row-ENTRANCE	\$18.81
9650988960	100015608	3751 Biltmore Ave - IRR	\$13.21
9778998416	100015639	2471 E Orange Ave. Irr.	\$13.39
9356890232	100015670	4583 Grove Park Dr. Temp.	\$13.10
7670485610	100015703	3766 Greyfield Dr	\$48.07
3543485610	100015738	3701 Mossy Creek Ln - Unit 1	\$257.21
1780485610	100016392	2150 Merchants Row Blvd - Pump	\$13.85
8270485610	100016426	3603 Capital Cir SE Irr.	\$14.39
9413485610	100017333	3000 School House Road	\$13.63
5399698926	100017365	3252 Updike Ave IRR	\$13.10
	100249585	3080 Merchants Row Blvd	\$0.00
4263972522	100092258	3029 Dickinson Dr. Area Lights	\$41.83
3541485610	100198629	2301 E Orange Ave, Irr	\$14.17
3541485610	100207738	3591 Strolling Way	\$13.10
9674588544	100201943	3232 Riverton Trl	\$13.10
9674588544	100205698	4295 Avon Park Cir	\$13.21
9674588544	100210950	3611 Biltmore Ave	\$13.21
9674588544	100212948	3735 Esplanade Way	\$13.53
8001821240	100202870	2450 Rain Lily Way	\$77.47
8001821240	100204566	4072 Invy Green Trl	\$77.47
8001821240	100205224	4216 Summertree Dr	\$154.90
8001821240	100206207	3749 Biltmore Ave	\$199.14
8001821240	100208571	4297 Avon Park	\$110.63
8001821240	100208804	3616 Longfellow Rd	\$55.33
8001821240	100209402	3900 Overlook Dr	\$188.05
8001821240	100210193	4046 Colleton CT	\$55.33
8001821240	100212804	4038 Shady View Ln	\$77.47
8001821240	100213814	3070 Bent Grass Ln	\$77.47
3183002658	100034498	3001 School House Rd Reclaimed pay by check	\$10.66
<b>Total</b>			<b>\$2,291.34</b>

V#29

001-320-57200-43000

**Customer Name:** Capital Region CDD  
**Account Number:** 100012004  
**Billing Date:** March 29, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

*Educate employees about water conservation. Encourage them to report potential water leaks, especially those in bathrooms or near outside spigots.*

**Account Summary as of March 29, 2024**

Previous Balance	13.43
Payment Received - 03/20/2024	-13.43
<b>Current Charges</b>	<b>13.31</b>
<b>Total Amount Due</b>	<b>\$ 13.31</b>

**Service Address:** 3992 Four Oaks Blvd, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.31
---	----------

**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100012004	\$0.00	\$13.31	<b>\$ 13.31</b>

This account is on AutoPay. Payment will be drafted on or after 04/18/2024, unless a different date has been selected. Do not send payment.

ATTN C/O GMS, LLC  
CAPITAL REGION CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

City of Tallahassee  
435 N. Macomb St. Relay Box  
Tallahassee, FL 32301

**CUSTOMER SERVICE**

- Representatives are available at 850.891.4968, weekdays from 8 a.m. to 5 p.m., except holidays.
- Automated utility account information is available 24 hours a day, 7 days a week. Visit [Talgov.com/YOU](http://Talgov.com/YOU) or call 850.891.4968.
- To report utility outages or emergency repairs, call Utility Customer Operations at 850.891.4968, visit [Talgov.com/Outage](http://Talgov.com/Outage).
- Hearing/speech impaired customers may call 850.891.8169 or 711 (TDD), weekdays from 8 a.m. to 5 p.m., except holidays.

**CUSTOMER ASSISTANCE**

- Nights & Weekends Pricing: A utility rate program that offers cheaper electric rates during nights, weekends, and holidays.
- Budget Billing: Allows you to have a level amount in your monthly utility bill.
- Payment Assistance: For those experiencing economic or other hardships, we have information on governmental and non-profit agencies that may provide assistance.
- Medical Alert Status: If critical life-support equipment is used in your home, please report your circumstances to Utility Customer Operations at 850.891.4968.
- Energy Audits: Free home energy audits are available to electric customers who wish to have their homes evaluated for energy and water efficiency.
- Energy Loans & Rebates: The City's grants, loans & rebates provide utility customers with assistance to enhance their property's energy efficiency and help them save energy, water and money.

**UTILITY BILLING DUE DATES**

- All utility bills are due when rendered.
- Bills are past due if payment is not received within 20 days of the bill date.
- On all past due nonresidential bills, a penalty on late payments equal to 9% of the past due balance will be assessed.
- After a bill is past due, a service charge will be assessed, and a service order will be issued to disconnect services. If a disconnect order is issued, all past due amounts must be paid before services can be restored.

**PAYING YOUR BILL**

- Auto Pay Program: Utility bills can be paid automatically each month by ACH withdrawal (FREE) or by credit/debit card (fee applies) using the stored payment information from your stored information.
- Email: Sign up to receive your bill electronically to be notified of a new invoice and a link to view and pay your utility bill.
- Online: Utility payment can be made by ACH withdrawal (FREE) or by credit/debit card (fee applies).
- Automated Phone Payments: Utility payment can be made by phone by ACH withdrawal (FREE) or credit/debit card (fee applies) Call 850.891.4968.
- Text Message: Utility payments can be made via text using your stored payment information. Standard messaging rates apply.
- Mail: Mail a check or money order (payable to City of Tallahassee) with the bottom portion of the bill (remittance stub) in the envelope provided or mail to Revenue Division, 435 N. Macomb St., Tallahassee FL 32301.
- In Person Payments: For most City services, payments can be made Monday Friday between 8 a.m. and 5 p.m. at the Renaissance Building, located at 435 N. Macomb St.
- Remote Payment Locations: Visit [Talgov.com/Remote](http://Talgov.com/Remote) or contact Utility Customer Operations at 850.891.4968 for current local and nationwide locations.

Visit [Talgov.com/YOU](http://Talgov.com/YOU) or call 850.891.4968 for more information.

**TO CHANGE OR CLOSE OUT YOUR ACCOUNT**

- Moving to Another Address or Closing Your Account: Transfer or stop your utility service online at [Talgov.com/YOU](http://Talgov.com/YOU), contact Utility Customer Operations at 850.891.4968, fax a request to 850.891.0901 or mail your request to Utility Customer Operations, 435 N. Macomb St., Tallahassee, FL 32301.
- Mailing Address Change:  
Residential customers may note the mailing address change on the bottom portion of the bill (remittance stub) and include it with payment. Commercial and Property Management customers are required to submit a mailing address change in writing on company letterhead and signed by an authorized party.

**City of Tallahassee**  
**Your Own Utilities<sup>SM</sup>**





**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>2</b>	Oct-23	2	Jun-23	3
<b>Feb-24</b>	<b>3</b>	Sep-23	3	May-23	1
Jan-24	3	Aug-23	3	Apr-23	2
Dec-23	3	Jul-23	3	<b>Mar-23</b>	<b>2</b>
Nov-23	3				

Customer Charge	12.77
Energy Charge: 2 kwh at \$0.06878	0.14
Fuel & Purch Pwr: 2 kwh at \$0.03617	0.07
Gross Receipts Tax: 2.56406% of \$12.98	0.33
<b>Subtotal</b>	<b>\$ 13.31</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E292014	03/25/2024	232		02/23/2024	230		2	1.00	2 KWH	

**Service Address Total: 3992 Four Oaks Blvd, Tallahassee, FL 32311**

**Premise Id #: PRM0128778**

**\$ 13.31**

**Customer Name:** Capital Region CDD  
**Account Number:** 100012701  
**Billing Date:** April 1, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

*Educate employees about water conservation. Encourage them to report potential water leaks, especially those in bathrooms or near outside spigots.*

**Account Summary as of April 1, 2024**

Previous Balance	89.56
Payment Received - 03/21/2024	-89.56
<b>Current Charges</b>	<b>88.48</b>
<b>Total Amount Due</b>	<b>\$ 88.48</b>

**Service Address:** 3705 Four Oaks Blvd, Tallahassee, FL 32311-3600 (CITY )

 Commercial Area Lighting	\$ 88.48
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/22/2024 Draft Amount
100012701	\$0.00	\$88.48	<b>\$ 88.48</b>

This account is on AutoPay. Payment will be drafted on or after 04/22/2024, unless a different date has been selected. Do not send payment.

ATTN C/O GMS, LLC  
CAPITAL REGION CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

City of Tallahassee  
435 N. Macomb St. Relay Box  
Tallahassee, FL 32301

**CUSTOMER SERVICE**

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**PAYING YOUR BILL**

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**City of Tallahassee**  
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**Area Lighting****Service from 02/28/2024 - 03/27/2024****Commercial Area Lighting**

8: 100 Watt HPS Dec Light Fixture(s)	71.44
Fuel & Purch Pwr: 410 kwh at \$0.03617	14.83
Gross Receipts Tax: 2.56406% of \$86.27	2.21
<b>Subtotal</b>	<b>\$ 88.48</b>

**Service Address Total:** 3705 Four Oaks Blvd, Tallahassee, FL 32311-3600**Premise Id #:** PRM0025272**\$ 88.48**

**Customer Name:** Capital Region CDD  
**Account Number:** 100012735  
**Billing Date:** March 29, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

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**Account Summary as of March 29, 2024**

Previous Balance	14.29
Payment Received - 03/20/2024	-14.29
<b>Current Charges</b>	<b>13.21</b>
<b>Total Amount Due</b>	<b>\$ 13.21</b>

**Service Address:** 1901 Merchants Row Blvd, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.21
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100012735	\$0.00	\$13.21	<b>\$ 13.21</b>

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ATTN C/O GMS, LLC  
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SUNRISE, FL 33351-4761

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>1</b>	Oct-23	12	Jun-23	10
<b>Feb-24</b>	<b>11</b>	Sep-23	13	May-23	14
Jan-24	12	Aug-23	13	Apr-23	13
Dec-23	4	Jul-23	6	<b>Mar-23</b>	<b>15</b>
Nov-23	14				

Customer Charge	12.77
Energy Charge: 1 kwh at \$0.06878	0.07
Fuel & Purch Pwr: 1 kwh at \$0.03617	0.04
Gross Receipts Tax: 2.56406% of \$12.88	0.33
<b>Subtotal</b>	<b>\$ 13.21</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305978	03/25/2024	1807		02/23/2024	1806		1	1.00	1 KWH	

**Service Address Total: 1901 Merchants Row Blvd, Tallahassee, FL 32311**

**Premise Id #: PRM0029045**

**\$ 13.21**

**Customer Name:** Capital Region CDD  
**Account Number:** 100012813  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	14.41
Payment Received - 03/20/2024	-14.41
<b>Current Charges</b>	<b>14.41</b>
<b>Total Amount Due</b>	<b>\$ 14.41</b>

**Service Address:** 3136 Dickinson Dr, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 14.41
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100012813	\$0.00	\$14.41	<b>\$ 14.41</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	0	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	1	May-23	0
Jan-24	0	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	12.77
Gross Receipts Tax: 2.56406% of \$12.77	0.33
Public Service Tax	1.31
<b>Subtotal</b>	<b>\$ 14.41</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E301604	03/25/2024	11		02/23/2024	11		0	1.00	0 KWH	

**Service Address Total: 3136 Dickinson Dr, Tallahassee, FL 32311**

**Premise Id #: PRM0121511**

**\$ 14.41**

**Customer Name:** Capital Region CDD  
**Account Number:** 100013816  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	197.28
Payment Received - 03/20/2024	-197.28
<b>Current Charges</b>	<b>218.96</b>
<b>Total Amount Due</b>	<b>\$ 218.96</b>

**Service Address:** 2380 E Orange Ave, Tallahassee, FL 32301 (CITY )

 Water - Reuse Service	\$ 218.96
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100013816	\$0.00	\$218.96	<b>\$ 218.96</b>

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SUNRISE, FL 33351-4761

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**Water Service**

**Service from 02/23/2024 - 03/24/2024**

**Water - Reuse Service**

**Historical Consumptions**

Month	CGAL	Month	CGAL	Month	CGAL
<b>Mar-24</b>	<b>1,273</b>	Jul-23	6,348	Feb-23	715
<b>Feb-24</b>	<b>1,147</b>	Jun-23	7,921	Jan-23	151
Nov-23	5,546	May-23	9,508	Dec-22	0
Sep-23	5,111	Apr-23	15,726	<b>Nov-22</b>	<b>8,350</b>
Aug-23	10,815				

Reuse Gallonage Rate: 1,273 cgal at \$0.172      218.96  
**Subtotal**      **\$ 218.96**

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
WRS400006	03/25/2024	702885		02/23/2024	701612		1273	1.00	1273 CGAL	

**Service Address Total: 2380 E Orange Ave, Tallahassee, FL 32301**

**Premise Id #: PRM0137044**

**\$ 218.96**

**Customer Name:** Capital Region CDD  
**Account Number:** 100013845  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.74
Payment Received - 03/20/2024	-13.74
<b>Current Charges</b>	<b>13.85</b>
<b>Total Amount Due</b>	<b>\$ 13.85</b>

**Service Address:** 2588 Merchants Row Blvd, PUMP, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.85
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100013845	\$0.00	\$13.85	<b>\$ 13.85</b>

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**City of Tallahassee**  
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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>7</b>	Oct-23	7	Jun-23	7
<b>Feb-24</b>	<b>6</b>	Sep-23	7	May-23	6
Jan-24	7	Aug-23	6	Apr-23	6
Dec-23	6	Jul-23	7	<b>Mar-23</b>	<b>7</b>
Nov-23	7				

Customer Charge	12.77
Energy Charge: 7 kwh at \$0.06878	0.48
Fuel & Purch Pwr: 7 kwh at \$0.03617	0.25
Gross Receipts Tax: 2.56406% of \$13.50	0.35
<b>Subtotal</b>	<b>\$ 13.85</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305651	03/25/2024	1158		02/23/2024	1151		7	1.00	7 KWH	

**Service Address Total: 2588 Merchants Row Blvd, PUMP, Tallahassee, FL 32311**

**Premise Id #: PRM0121634**

**\$ 13.85**



**Customer Name:** Capital Region CDD  
**Account Number:** 100013966  
**Billing Date:** March 29, 2024


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**Account Summary as of March 29, 2024**

Previous Balance	13.68
Payment Received - 03/20/2024	-13.68
<b>Current Charges</b>	<b>13.68</b>
<b>Total Amount Due</b>	<b>\$ 13.68</b>

**Service Address:** 3559 Four Oaks Blvd, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.68
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100013966	\$0.00	\$13.68	<b>\$ 13.68</b>

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CAPITAL REGION CDD  
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SUNRISE, FL 33351-4761

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435 N. Macomb St. Relay Box  
Tallahassee, FL 32301

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>6</b>	Oct-23	6	Jun-23	5
<b>Feb-24</b>	<b>6</b>	Sep-23	7	May-23	6
Jan-24	6	Aug-23	6	Apr-23	5
Dec-23	6	Jul-23	2	<b>Mar-23</b>	<b>7</b>
Nov-23	7				

Customer Charge	12.77
Energy Charge: 6 kwh at \$0.06878	0.41
Church Discount: 6 kwh at -\$0.01	-0.06
Fuel & Purch Pwr: 6 kwh at \$0.03617	0.22
Gross Receipts Tax: 2.56406% of \$13.34	0.34

**Subtotal \$ 13.68**

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E188850	03/25/2024	402		02/23/2024	396		6	1.00	6 KWH	

**Service Address Total: 3559 Four Oaks Blvd, Tallahassee, FL 32311**

**Premise Id #: PRM0105099**

**\$ 13.68**

**Customer Name:** Capital Region CDD  
**Account Number:** 100013997  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.77
Payment Received - 03/20/2024	-13.77
<b>Current Charges</b>	<b>13.88</b>
<b>Total Amount Due</b>	<b>\$ 13.88</b>

**Service Address:** 3700 Spider Lily Way, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.88
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100013997	\$0.00	\$13.88	<b>\$ 13.88</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>8</b>	Oct-23	7	Jun-23	6
<b>Feb-24</b>	<b>7</b>	Sep-23	8	May-23	6
Jan-24	7	Aug-23	6	Apr-23	7
Dec-23	7	Jul-23	4	<b>Mar-23</b>	<b>8</b>
Nov-23	8				

Customer Charge	12.77
Energy Charge: 8 kwh at \$0.06878	0.55
Church Discount: 8 kwh at -\$0.01	-0.08
Fuel & Purch Pwr: 8 kwh at \$0.03617	0.29
Gross Receipts Tax: 2.56406% of \$13.53	0.35
<b>Subtotal</b>	<b>\$ 13.88</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305561	03/25/2024	749		02/23/2024	741		8	1.00	8 KWH	

**Service Address Total: 3700 Spider Lily Way, Tallahassee, FL 32311**

**Premise Id #: PRM0063638**

**\$ 13.88**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014028  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.85
Payment Received - 03/20/2024	-13.85
<b>Current Charges</b>	<b>13.85</b>
<b>Total Amount Due</b>	<b>\$ 13.85</b>

**Service Address:** 3700 Mossy Creek Ln, PUMP, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.85
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100014028	\$0.00	\$13.85	<b>\$ 13.85</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>7</b>	Oct-23	7	Jun-23	7
<b>Feb-24</b>	<b>7</b>	Sep-23	7	May-23	7
Jan-24	7	Aug-23	8	Apr-23	8
Dec-23	7	Jul-23	7	<b>Mar-23</b>	<b>7</b>
Nov-23	8				

Customer Charge	12.77
Energy Charge: 7 kwh at \$0.06878	0.48
Fuel & Purch Pwr: 7 kwh at \$0.03617	0.25
Gross Receipts Tax: 2.56406% of \$13.50	0.35
<b>Subtotal</b>	<b>\$ 13.85</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E173378	03/25/2024	798		02/23/2024	791		7	1.00	7 KWH	

**Service Address Total: 3700 Mossy Creek Ln, PUMP, Tallahassee, FL 32311**

**Premise Id #: PRM0095275**

**\$ 13.85**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014060  
**Billing Date:** March 29, 2024

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Previous Balance	13.21
Payment Received - 03/20/2024	-13.21
<b>Current Charges</b>	<b>13.10</b>
<b>Total Amount Due</b>	<b>\$ 13.10</b>

**Service Address:** 3765 Grove Park Dr, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.10
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100014060	\$0.00	\$13.10	<b>\$ 13.10</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	1	Jun-23	1
<b>Feb-24</b>	<b>1</b>	Sep-23	1	May-23	1
Jan-24	1	Aug-23	1	Apr-23	1
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	1				

Customer Charge	12.77
Gross Receipts Tax: 2.56406% of \$12.77	0.33
<b>Subtotal</b>	<b>\$ 13.10</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305692	03/25/2024	270		02/23/2024	270		0	1.00	0 KWH	

**Service Address Total: 3765 Grove Park Dr, Tallahassee, FL 32311**

**Premise Id #: PRM0135982**

**\$ 13.10**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014664  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	33.01
Payment Received - 03/20/2024	-33.01
<b>Current Charges</b>	<b>35.27</b>
<b>Total Amount Due</b>	<b>\$ 35.27</b>

**Service Address:** 3766 Greyfield Dr, PUMP 1, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 35.27
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100014664	\$0.00	\$35.27	\$ 35.27

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SUNRISE, FL 33351-4761

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>206</b>	Oct-23	211	Jun-23	258
<b>Feb-24</b>	<b>185</b>	Sep-23	247	May-23	231
Jan-24	198	Aug-23	230	Apr-23	227
Dec-23	194	Jul-23	225	<b>Mar-23</b>	<b>247</b>
Nov-23	219				

Customer Charge	12.77
Energy Charge: 206 kwh at \$0.06878	14.17
Fuel & Purch Pwr: 206 kwh at \$0.03617	7.45
Gross Receipts Tax: 2.56406% of \$34.39	0.88
<b>Subtotal</b>	<b>\$ 35.27</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E292057	03/25/2024	64414		02/23/2024	64208		206	1.00	206 KWH	

**Service Address Total: 3766 Greyfield Dr, PUMP 1, Tallahassee, FL 32311**

**Premise Id #: PRM0051911**

**\$ 35.27**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014696  
**Billing Date:** April 1, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

*Educate employees about water conservation. Encourage them to report potential water leaks, especially those in bathrooms or near outside spigots.*

**Account Summary as of April 1, 2024**

Previous Balance	100.76
Payment Received - 03/21/2024	-100.76
<b>Current Charges</b>	<b>99.57</b>
<b>Total Amount Due</b>	<b>\$ 99.57</b>

**Service Address:** 3145 Mulberry Park Blvd, Tallahassee, FL 32311 (CITY )

 Commercial Area Lighting	\$ 99.57
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/22/2024 Draft Amount
100014696	\$0.00	\$99.57	<b>\$ 99.57</b>

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**Area Lighting****Service from 02/28/2024 - 03/27/2024****Commercial Area Lighting**

9: 100 Watt HPS Dec Light Fixture(s)	80.37
Fuel & Purch Pwr: 462 kwh at \$0.03617	16.71
Gross Receipts Tax: 2.56406% of \$97.08	2.49
<b>Subtotal</b>	<b>\$ 99.57</b>

**Service Address Total:** 3145 Mulberry Park Blvd, Tallahassee, FL 32311**Premise Id #:** PRM0006021**\$ 99.57**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014729  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	88.31
Payment Received - 03/20/2024	-88.31
<b>Current Charges</b>	<b>88.31</b>
<b>Total Amount Due</b>	<b>\$ 88.31</b>

**Service Address:** 4141 Artemis Way, Tallahassee, FL 32311 (CITY )

 Water Service - Irrigation	\$ 88.31
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100014729	\$0.00	\$88.31	<b>\$ 88.31</b>

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**Water Service**

**Service from 02/23/2024 - 03/24/2024**

**Water Service - Irrigation**

**Historical Consumptions**

Month	CGAL	Month	CGAL	Month	CGAL
<b>Mar-24</b>	<b>120</b>	Oct-23	0	Jun-23	1,406
<b>Feb-24</b>	<b>140</b>	Sep-23	37	May-23	1,048
Jan-24	0	Aug-23	371	Apr-23	311
Dec-23	0	Jul-23	245	<b>Mar-23</b>	<b>1,352</b>
Nov-23	0				

Customer Charge	10.20
Water Usage - Tier 1: 292 cgal at \$0.24	70.08
Public Service Tax	8.03
<b>Subtotal</b>	<b>\$ 88.31</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
WBU900411	03/25/2024	49471		02/23/2024	49351		120	1.00	120 CGAL	

**Service Address Total: 4141 Artemis Way, Tallahassee, FL 32311**

**Premise Id #: PRM0034073**

**\$ 88.31**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014758  
**Billing Date:** March 29, 2024

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Previous Balance	13.10
Payment Received - 03/20/2024	-13.10
<b>Current Charges</b>	<b>13.10</b>
<b>Total Amount Due</b>	<b>\$ 13.10</b>

**Service Address:** 4140 Artemis Way, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.10
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100014758	\$0.00	\$13.10	<b>\$ 13.10</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	1	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	0	Apr-23	1
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	12.77
Gross Receipts Tax: 2.56406% of \$12.77	0.33
<b>Subtotal</b>	<b>\$ 13.10</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E31450671	03/25/2024	8		02/23/2024	8		0	1.00	0 KWH	

**Service Address Total: 4140 Artemis Way, Tallahassee, FL 32311**

**Premise Id #: PRM0028532**

**\$ 13.10**



**Customer Name:** Capital Region CDD  
**Account Number:** 100014789  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.53
Payment Received - 03/20/2024	-13.53
<b>Current Charges</b>	<b>13.53</b>
<b>Total Amount Due</b>	<b>\$ 13.53</b>

**Service Address:** 4580 Grove Park Dr, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.53
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100014789	\$0.00	\$13.53	<b>\$ 13.53</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>4</b>	Oct-23	4	Jun-23	4
<b>Feb-24</b>	<b>4</b>	Sep-23	4	May-23	3
Jan-24	4	Aug-23	4	Apr-23	4
Dec-23	3	Jul-23	4	<b>Mar-23</b>	<b>4</b>
Nov-23	4				

Customer Charge	12.77
Energy Charge: 4 kwh at \$0.06878	0.28
Fuel & Purch Pwr: 4 kwh at \$0.03617	0.14
Gross Receipts Tax: 2.56406% of \$13.19	0.34
<b>Subtotal</b>	<b>\$ 13.53</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305750	03/25/2024	993		02/23/2024	989		4	1.00	4 KWH	

**Service Address Total: 4580 Grove Park Dr, Tallahassee, FL 32311**

**Premise Id #: PRM0087001**

**\$ 13.53**

**Customer Name:** Capital Region CDD  
**Account Number:** 100014821  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	18.70
Payment Received - 03/20/2024	-18.70
<b>Current Charges</b>	<b>18.81</b>
<b>Total Amount Due</b>	<b>\$ 18.81</b>

**Service Address:** 1900 Merchants Row ENTRANCE, Tallahassee, FL 32311-7807 (CITY )

 Elec General Svc-Non Demand	\$ 18.81
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100014821	\$0.00	\$18.81	<b>\$ 18.81</b>

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CAPITAL REGION CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>53</b>	Oct-23	50	Jun-23	46
<b>Feb-24</b>	<b>52</b>	Sep-23	53	May-23	42
Jan-24	58	Aug-23	45	Apr-23	46
Dec-23	56	Jul-23	40	<b>Mar-23</b>	<b>54</b>
Nov-23	62				

Customer Charge	12.77
Energy Charge: 53 kwh at \$0.06878	3.65
Fuel & Purch Pwr: 53 kwh at \$0.03617	1.92
Gross Receipts Tax: 2.56406% of \$18.34	0.47
<b>Subtotal</b>	<b>\$ 18.81</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E171007	03/25/2024	11058		02/23/2024	11005		53	1.00	53 KWH	

**Service Address Total: 1900 Merchants Row ENTRANCE, Tallahassee, FL 32311-7807**

**Premise Id #: PRM0135581**

**\$ 18.81**

**Customer Name:** Capital Region CDD  
**Account Number:** 100015608  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.10
Payment Received - 03/20/2024	-13.10
<b>Current Charges</b>	<b>13.21</b>
<b>Total Amount Due</b>	<b>\$ 13.21</b>

**Service Address:** 3751 Biltmore Ave, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.21
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>1</b>	Oct-23	1	Jun-23	13
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	11	Apr-23	1
Dec-23	1	Jul-23	33	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	12.77
Energy Charge: 1 kwh at \$0.06878	0.07
Fuel & Purch Pwr: 1 kwh at \$0.03617	0.04
Gross Receipts Tax: 2.56406% of \$12.88	0.33
<b>Subtotal</b>	<b>\$ 13.21</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305636	03/25/2024	541		02/23/2024	540		1	1.00	1 KWH	

**Service Address Total: 3751 Biltmore Ave, Tallahassee, FL 32311**

**Premise Id #: PRM0083081**

**\$ 13.21**

**Customer Name:** Capital Region CDD  
**Account Number:** 100015639  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.39
Payment Received - 03/20/2024	-13.39
<b>Current Charges</b>	<b>13.39</b>
<b>Total Amount Due</b>	<b>\$ 13.39</b>

**Service Address:** 2471 E Orange Ave, Tallahassee, FL 32303 (CITY )

 Elec General Svc-Non Demand	\$ 13.39
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100015639	\$0.00	\$13.39	<b>\$ 13.39</b>

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**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>3</b>	Oct-23	1	Jun-23	4
<b>Feb-24</b>	<b>3</b>	Sep-23	3	May-23	2
Jan-24	3	Aug-23	2	Apr-23	3
Dec-23	3	Jul-23	3	<b>Mar-23</b>	<b>2</b>
Nov-23	2				

Customer Charge	12.77
Energy Charge: 3 kwh at \$0.06878	0.21
Church Discount: 3 kwh at -\$0.01	-0.03
Fuel & Purch Pwr: 3 kwh at \$0.03617	0.11
Gross Receipts Tax: 2.56406% of \$13.06	0.33

**Subtotal \$ 13.39**

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E183583	03/25/2024	179		02/23/2024	176		3	1.00	3 KWH	

**Service Address Total: 2471 E Orange Ave, Tallahassee, FL 32303**

**Premise Id #: PRM0016862**

**\$ 13.39**

**Customer Name:** Capital Region CDD  
**Account Number:** 100015670  
**Billing Date:** March 29, 2024

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<b>Current Charges</b>	<b>13.10</b>
<b>Total Amount Due</b>	<b>\$ 13.10</b>

**Service Address:** 4583 Grove Park Dr, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.10
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**City of Tallahassee**  
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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	0	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	12.77
Church Discount: 0 kwh at -\$0.01	0.00
Gross Receipts Tax: 2.56406% of \$12.77	0.33
<b>Subtotal</b>	<b>\$ 13.10</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E304196	03/25/2024	1		02/23/2024	1		0	1.00	0 KWH	

**Service Address Total: 4583 Grove Park Dr, Tallahassee, FL 32311**

**Premise Id #: PRM0103898**

**\$ 13.10**

**Customer Name:** Capital Region CDD  
**Account Number:** 100015703  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	48.07
Payment Received - 03/20/2024	-48.07
<b>Current Charges</b>	<b>48.07</b>
<b>Total Amount Due</b>	<b>\$ 48.07</b>

**Service Address:** 3766 Greyfield Dr, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 48.07
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100015703	\$0.00	\$48.07	<b>\$ 48.07</b>

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ATTN C/O GMS, LLC  
CAPITAL REGION CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

City of Tallahassee  
435 N. Macomb St. Relay Box  
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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	0	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	46.87
Gross Receipts Tax: 2.56406% of \$46.87	1.20
<b>Subtotal</b>	<b>\$ 48.07</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E298743	03/25/2024	33158		02/23/2024	33158		0	1.00	0 KWH	

**Service Address Total: 3766 Greyfield Dr, Tallahassee, FL 32311**

**Premise Id #: PRM0018469**

**\$ 48.07**

**Customer Name:** Capital Region CDD  
**Account Number:** 100015738  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	257.21
Payment Received - 03/20/2024	-257.21
<b>Current Charges</b>	<b>257.21</b>
<b>Total Amount Due</b>	<b>\$ 257.21</b>

**Service Address:** 3701 Mossy Creek Ln, UNIT 1, Tallahassee, FL 32311 (CITY )

 Elec General Svc Demand	\$ 257.21
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100015738	\$0.00	\$257.21	<b>\$ 257.21</b>

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**Electric Service**

**Service from 02/23/2024 - 03/26/2024**

**Elec General Svc Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	1	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	87.98
Demand Charge: 10.00 kw at \$16.28	162.80
Gross Receipts Tax: 2.56406% of \$250.78	6.43
<b>Subtotal</b>	<b>\$ 257.21</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305419	03/25/2024	61087		02/23/2024	61087		0	1.00	0 KWH	
E305419	03/27/2024	61087		03/25/2024	61087		0	1.00	0 KWH	
E305419	03/25/2024	0		02/23/2024	0		0	1.00	0 KW	
E305419	03/27/2024	0		03/25/2024	0		0	1.00	0 KW	

**Service Address Total: 3701 Mossy Creek Ln, UNIT 1, Tallahassee, FL 32311**

**Premise Id #: PRM0118260**

**\$ 257.21**

**Customer Name:** Capital Region CDD  
**Account Number:** 100016392  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	13.74
Payment Received - 03/20/2024	-13.74
<b>Current Charges</b>	<b>13.85</b>
<b>Total Amount Due</b>	<b>\$ 13.85</b>

**Service Address:** 2150 Merchants Row Blvd, Pump, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 13.85
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100016392	\$0.00	\$13.85	<b>\$ 13.85</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>7</b>	Oct-23	6	Jun-23	8
<b>Feb-24</b>	<b>6</b>	Sep-23	8	May-23	6
Jan-24	7	Aug-23	7	Apr-23	7
Dec-23	7	Jul-23	6	<b>Mar-23</b>	<b>7</b>
Nov-23	8				

Customer Charge	12.77
Energy Charge: 7 kwh at \$0.06878	0.48
Fuel & Purch Pwr: 7 kwh at \$0.03617	0.25
Gross Receipts Tax: 2.56406% of \$13.50	0.35
<b>Subtotal</b>	<b>\$ 13.85</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E232946	03/25/2024	1244		02/23/2024	1237		7	1.00	7 KWH	

**Service Address Total: 2150 Merchants Row Blvd, Pump, Tallahassee, FL 32311**

**Premise Id #: PRM0127630**

**\$ 13.85**



**Customer Name:** Capital Region CDD  
**Account Number:** 100016426  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	159.46
Payment Received - 03/21/2024	-159.46
<b>Current Charges</b>	<b>14.39</b>
<b>Total Amount Due</b>	<b>\$ 14.39</b>

**Service Address:** 3603 Capital Cir SE, Tallahassee, FL 32311 (CITY )

 Elec General Svc-Non Demand	\$ 14.39
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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100016426	\$0.00	\$14.39	<b>\$ 14.39</b>

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>12</b>	Oct-23	12	Jun-23	12
<b>Feb-24</b>	<b>11</b>	Sep-23	13	May-23	12
Jan-24	12	Aug-23	12	Apr-23	0
Dec-23	12	Jul-23	12	<b>Mar-23</b>	<b>12</b>
Nov-23	4				

Customer Charge	12.77
Energy Charge: 12 kwh at \$0.06878	0.83
Fuel & Purch Pwr: 12 kwh at \$0.03617	0.43
Gross Receipts Tax: 2.56406% of \$14.03	0.36
<b>Subtotal</b>	<b>\$ 14.39</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E31236307	03/25/2024	297		02/23/2024	285		12	1.00	12 KWH	

**Service Address Total: 3603 Capital Cir SE, Tallahassee, FL 32311**

**Premise Id #: PRM0060475**

**\$ 14.39**

**Customer Name:** Capital Region CDD  
**Account Number:** 100017333  
**Billing Date:** March 29, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

*Educate employees about water conservation. Encourage them to report potential water leaks, especially those in bathrooms or near outside spigots.*

**Account Summary as of March 29, 2024**

Previous Balance	13.74
Payment Received - 03/20/2024	-13.74
<b>Current Charges</b>	<b>13.63</b>
<b>Total Amount Due</b>	<b>\$ 13.63</b>

**Service Address:** 3000 School House Rd, Tallahassee, FL 32311-7855 (CITY )

 Elec General Svc-Non Demand	\$ 13.63
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100017333	\$0.00	\$13.63	<b>\$ 13.63</b>

This account is on AutoPay. Payment will be drafted on or after 04/18/2024, unless a different date has been selected. Do not send payment.

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CAPITAL REGION CDD  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

City of Tallahassee  
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Tallahassee, FL 32301

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**Electric Service**

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>5</b>	Oct-23	5	Jun-23	6
<b>Feb-24</b>	<b>6</b>	Sep-23	7	May-23	6
Jan-24	5	Aug-23	5	Apr-23	5
Dec-23	6	Jul-23	6	<b>Mar-23</b>	<b>6</b>
Nov-23	6				

Customer Charge	12.77
Energy Charge: 5 kwh at \$0.06878	0.34
Fuel & Purch Pwr: 5 kwh at \$0.03617	0.18
Gross Receipts Tax: 2.56406% of \$13.29	0.34
<b>Subtotal</b>	<b>\$ 13.63</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305751	03/25/2024	1108		02/23/2024	1103		5	1.00	5 KWH	

**Service Address Total: 3000 School House Rd, Tallahassee, FL 32311-7855**

**Premise Id #: PRM0039789**

**\$ 13.63**

**Customer Name:** Capital Region CDD  
**Account Number:** 100017365  
**Billing Date:** March 29, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

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**Account Summary as of March 29, 2024**

Previous Balance	13.10
Payment Received - 03/20/2024	-13.10
<b>Current Charges</b>	<b>13.10</b>
<b>Total Amount Due</b>	<b>\$ 13.10</b>

**Service Address:** 3252 Updike Ave, Tallahassee, FL 32301 (CITY )

 Elec General Svc-Non Demand	\$ 13.10
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100017365	\$0.00	\$13.10	<b>\$ 13.10</b>

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**Electric Service**

**Service from 02/23/2024 - 03/26/2024**

**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	0	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

Customer Charge	12.77
Church Discount: 0 kwh at -\$0.01	0.00
Gross Receipts Tax: 2.56406% of \$12.77	0.33
<b>Subtotal</b>	<b>\$ 13.10</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E277362	03/25/2024	13		02/23/2024	13		0	1.00	0 KWH	
E277362	03/27/2024	13		03/25/2024	13		0	1.00	0 KWH	

**Service Address Total: 3252 Updike Ave, Tallahassee, FL 32301**

**Premise Id #: PRM0043552**

**\$ 13.10**

**Customer Name:** Capital Region CDD  
**Account Number:** 100092258  
**Billing Date:** April 1, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

*Educate employees about water conservation. Encourage them to report potential water leaks, especially those in bathrooms or near outside spigots.*

**Account Summary as of April 1, 2024**

Previous Balance	42.61
Payment Received - 03/21/2024	-42.61
<b>Current Charges</b>	<b>41.83</b>
<b>Total Amount Due</b>	<b>\$ 41.83</b>

**Service Address:** 3029 Dickinson Dr, Tallahassee, FL 32317 (CITY )

 Commercial Area Lighting	\$ 41.83
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**A detailed breakdown of your account charges is available on the following pages.**

Account Number	Past Due Due Now	Current Charges	04/22/2024 Draft Amount
100092258	\$0.00	\$41.83	<b>\$ 41.83</b>

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**Area Lighting****Service from 02/28/2024 - 03/27/2024****Commercial Area Lighting**

6: 100 Watt HPS Std Light Fixture(s)	29.64
Fuel & Purch Pwr: 308 kwh at \$0.03617	11.14
Gross Receipts Tax: 2.56406% of \$40.78	1.05
<b>Subtotal</b>	<b>\$ 41.83</b>

**Service Address Total:** 3029 Dickinson Dr, Tallahassee, FL 32317**Premise Id #:** PRM0147983**\$ 41.83**

**Customer Name:** Capital Region CDD  
**Account Number:** 100249585  
**Billing Date:** March 29, 2024

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**Account Summary as of March 29, 2024**

Previous Balance	32.40
Payment Received - 03/20/2024	-32.40
<b>Current Charges</b>	<b>32.40</b>
<b>Total Amount Due</b>	<b>\$ 32.40</b>

**Service Address:** 3080 Merchants Row Blvd, Tallahassee, FL 32311 (CITY )

 Water Service - Irrigation	\$ 16.20
 Water Service - Irrigation	\$ 16.20

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Account Number	Past Due Due Now	Current Charges	04/18/2024 Draft Amount
100249585	\$0.00	\$32.40	<b>\$ 32.40</b>

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**Water Service**

**Service from 02/23/2024 - 03/24/2024**

**Historical Consumptions**

**Water Service - Irrigation**

Month	CGAL	Month	CGAL	Month	CGAL
<b>Mar-24</b>	<b>15</b>	Oct-23	56	n/a	n/a
<b>Feb-24</b>	<b>9</b>	Sep-23	13	n/a	n/a
Jan-24	10	Aug-23	4	n/a	n/a
Dec-23	16	n/a	n/a	n/a	n/a
Nov-23	42				

Customer Charge	10.20
Water Usage - Tier 1: 25 cgal at \$0.24	6.00
<b>Subtotal</b>	<b>\$ 16.20</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
WBU507745	03/25/2024	3271		02/23/2024	3256		15	1.00	15 CGAL	



**Water Service**

**Service from 02/23/2024 - 03/24/2024**

**Historical Consumptions**

**Water Service - Irrigation**

Month	CGAL	Month	CGAL	Month	CGAL
<b>Mar-24</b>	<b>24</b>	Oct-23	1	n/a	n/a
<b>Feb-24</b>	<b>1</b>	n/a	n/a	n/a	n/a
Jan-24	2	n/a	n/a	n/a	n/a
Dec-23	1	n/a	n/a	n/a	n/a
Nov-23	0				

Customer Charge	10.20
Water Usage - Tier 1: 25 cgal at \$0.24	6.00
<b>Subtotal</b>	<b>\$ 16.20</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
WBU510874	03/25/2024	2140		02/23/2024	2116		24	1.00	24 CGAL	

**Service Address Total: 3080 Merchants Row Blvd, Tallahassee, FL 32311**

**Premise Id #: PRM0110428**

**\$ 32.40**

Consolidated Bill

Page 1 of 4



Visit: talgov.com



Call: 850-891-4968

**Message Center**

*The City of Tallahassee now offers you even more ways to manage your account. If you manage multiple accounts, why not give Consolidated Billing a try! A consolidated bill groups bills for several accounts into one bill. Instead of sending separate bills to all the accounts, a consolidated bill gives you a summary view of your accounts, a detailed breakdown of each account, and affords you the ability to make one payment to cover those accounts.*

**Account Name:** Capital Region CDD  
**Billing Date:** March 29, 2024  
**Total number of sub-accounts:** 2  
**Amount Due:** \$27.27  
**Please Pay By:** April 18, 2024  
**Master Account Number:** 100197401  
**Account Summary as of March 29, 2024**  
 Previous Balance 27.17  
 Payment(s) Received -27.17  
**Current Charges 27.27**  
**Total Amount Due \$ 27.27**

**Location Summary**

Account #	Address	Previous Amount	Payment Amount	Current Charges	Adjustments	Total Charges
100198629	2301 E Orange Ave Irr	\$14.07	-\$14.07	\$14.17	\$0.00	\$14.17
100207738	3591 Strolling Way	\$13.10	-\$13.10	\$13.10	\$0.00	\$13.10
100197401	(Master Account)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<b>\$27.17</b>	<b>-\$27.17</b>	<b>\$27.27</b>	<b>\$0.00</b>	<b>\$27.27</b>

Detach this portion and return with your payment.



Account Number	Past Due Pay Now	Current Charges Due 04/18/2024	Total Amount Due
100197401	\$0.00	\$27.27	<b>\$ 27.27</b>

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 435 N. Macomb St. Relay Box  
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- Representatives are available at 850.891.4968, weekdays from 8 a.m. to 5 p.m., except holidays.
- Automated utility account information is available 24 hours a day, 7 days a week. Visit [Talgov.com/YOU](http://Talgov.com/YOU) or call 850.891.4968.
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- Automated Phone Payments: Utility payment can be made by phone by ACH withdrawal (FREE) or credit/debit card (fee applies) Call 850.891.4968.
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**Customer Name:** Capital Region CDD  
**Account Number:** 100198629  
**Billing Date:** March 29, 2024

<b>Account Summary as of March 29, 2024</b>	
Previous Balance	14.07
Payment Received - 03/20/2024	-14.07
<b>Current Charges</b>	<b>14.17</b>
<b>Total Amount Due</b>	<b>\$ 14.17</b>

**Service Address:** 2301 E Orange Ave Irr Tallahassee, FL 32311 (CITY )



**Electric Service**

**Service from 02/23/2024 - 03/24/2024**  
**Elec General Svc-Non Demand**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>11</b>	Oct-23	11	Jun-23	13
<b>Feb-24</b>	<b>10</b>	Sep-23	12	May-23	12
Jan-24	11	Aug-23	11	Apr-23	11
Dec-23	11	Jul-23	9	<b>Mar-23</b>	<b>6</b>
Nov-23	11				

Customer Charge	12.77
Energy Charge: 11 kwh at \$0.06878	0.76
Church Discount: 11 kwh at -\$0.01	-0.11
Fuel & Purch Pwr: 11 kwh at \$0.03617	0.40
Gross Receipts Tax: 2.56406% of \$13.82	0.35
<b>Subtotal</b>	<b>\$ 14.17</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E163909	03/25/2024	1640		02/23/2024	1629		11	1.00	11 KWH	

**Service Address Total:** 2301 E Orange Ave Irr Tallahassee, FL 32311

**Premise Id #:** PRM0003215

**\$ 14.17**

**Customer Name:** Capital Region CDD  
**Account Number:** 100207738  
**Billing Date:** March 29, 2024

**Account Summary as of March 29, 2024**

Previous Balance	13.10
Payment Received - 03/20/2024	-13.10
<b>Current Charges</b>	<b>13.10</b>
<b>Total Amount Due</b>	<b>\$ 13.10</b>

**Service Address:** 3591 Strolling Way Tallahassee, FL 32311 (CITY )



**Electric Service**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	0	Jun-23	0
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

Customer Charge	12.77
Church Discount: 0 kwh at -\$0.01	0.00
Gross Receipts Tax: 2.56406% of \$12.77	0.33
<b>Subtotal</b>	<b>\$ 13.10</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E166061	03/25/2024	0		02/23/2024	0		0	1.00	0 KWH	

**Service Address Total:** 3591 Strolling Way Tallahassee, FL 32311

**Premise Id #:** PRM0128070

**\$ 13.10**

Consolidated Bill

Page 1 of 6



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**Account Name:** Capital Region CDD  
**Billing Date:** March 29, 2024  
**Total number of sub-accounts:** 4  
**Amount Due:** \$53.05  
**Please Pay By:** April 18, 2024  
**Master Account Number:** 100198026  
**Account Summary as of March 29, 2024**  
 Previous Balance 53.05  
 Payment(s) Received -53.05  
**Current Charges 53.05**  
**Total Amount Due \$ 53.05**

**Location Summary**

Account #	Address	Previous Amount	Payment Amount	Current Charges	Adjustments	Total Charges
100201943	3232 Riverton Trl	\$13.21	-\$13.21	\$13.10	\$0.00	\$13.10
100205698	4295 Avon Park Cir	\$13.10	-\$13.10	\$13.21	\$0.00	\$13.21
100210950	3611 Biltmore Ave	\$13.21	-\$13.21	\$13.21	\$0.00	\$13.21
100212948	3735 Esplanade Way	\$13.53	-\$13.53	\$13.53	\$0.00	\$13.53
100198026	(Master Account)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<b>\$53.05</b>	<b>-\$53.05</b>	<b>\$53.05</b>	<b>\$0.00</b>	<b>\$53.05</b>

Detach this portion and return with your payment.



Account Number	Past Due Pay Now	Current Charges Due 04/18/2024	Total Amount Due
100198026	\$0.00	\$53.05	<b>\$ 53.05</b>

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 CAPITAL REGION CDD  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761

City of Tallahassee  
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**Customer Name:** Capital Region CDD  
**Account Number:** 100201943  
**Billing Date:** March 29, 2024

<b>Account Summary as of March 29, 2024</b>	
Previous Balance	13.21
Payment Received - 03/27/2024	-13.21
<b>Current Charges</b>	<b>13.10</b>
<b>Total Amount Due</b>	<b>\$ 13.10</b>

**Service Address:** 3232 Riverton Trl Tallahassee, FL 32311 (CITY )



**Electric Service**

<b>Service from 02/23/2024 - 03/24/2024</b>	
<b>Elec General Svc-Non Demand</b>	
Customer Charge	12.77
Gross Receipts Tax: 2.56406% of \$12.77	0.33
<b>Subtotal</b>	<b>\$ 13.10</b>

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>0</b>	Oct-23	1	Jun-23	1
<b>Feb-24</b>	<b>1</b>	Sep-23	1	May-23	1
Jan-24	1	Aug-23	0	Apr-23	0
Dec-23	0	Jul-23	1	<b>Mar-23</b>	<b>1</b>
Nov-23	1				

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305764	03/25/2024	340		02/23/2024	340		0	1.00	0 KWH	

**Service Address Total:** 3232 Riverton Trl Tallahassee, FL 32311

**Premise Id #:** PRM0034645

**\$ 13.10**

**Customer Name:** Capital Region CDD  
**Account Number:** 100205698  
**Billing Date:** March 29, 2024

**Account Summary as of March 29, 2024**

Previous Balance	13.10
Payment Received - 03/27/2024	-13.10
<b>Current Charges</b>	<b>13.21</b>
<b>Total Amount Due</b>	<b>\$ 13.21</b>

**Service Address:** 4295 Avon Park Cir Tallahassee, FL 32311 (CITY )



**Electric Service**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>1</b>	Oct-23	1	Jun-23	1
<b>Feb-24</b>	<b>0</b>	Sep-23	0	May-23	0
Jan-24	0	Aug-23	1	Apr-23	0
Dec-23	1	Jul-23	0	<b>Mar-23</b>	<b>0</b>
Nov-23	0				

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

Customer Charge	12.77
Energy Charge: 1 kwh at \$0.06878	0.07
Fuel & Purch Pwr: 1 kwh at \$0.03617	0.04
Gross Receipts Tax: 2.56406% of \$12.88	0.33
<b>Subtotal</b>	<b>\$ 13.21</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E31236382	03/25/2024	5		02/23/2024	4		1	1.00	1 KWH	

**Service Address Total:** 4295 Avon Park Cir Tallahassee, FL 32311

**Premise Id #:** PRM0049005

**\$ 13.21**

**Customer Name:** Capital Region CDD  
**Account Number:** 100210950  
**Billing Date:** March 29, 2024

**Account Summary as of March 29, 2024**

Previous Balance	13.21
Payment Received - 03/27/2024	-13.21
<b>Current Charges</b>	<b>13.21</b>
<b>Total Amount Due</b>	<b>\$ 13.21</b>

**Service Address:** 3611 Biltmore Ave Tallahassee, FL 32311 (CITY )



**Electric Service**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>1</b>	Oct-23	1	Jun-23	0
<b>Feb-24</b>	<b>1</b>	Sep-23	2	May-23	0
Jan-24	1	Aug-23	1	Apr-23	1
Dec-23	1	Jul-23	1	<b>Mar-23</b>	<b>0</b>
Nov-23	1				

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

Customer Charge	12.77
Energy Charge: 1 kwh at \$0.06878	0.07
Fuel & Purch Pwr: 1 kwh at \$0.03617	0.04
Gross Receipts Tax: 2.56406% of \$12.88	0.33
<b>Subtotal</b>	<b>\$ 13.21</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E286502	03/25/2024	92		02/23/2024	91		1	1.00	1 KWH	

**Service Address Total:** 3611 Biltmore Ave Tallahassee, FL 32311

**Premise Id #:** PRM0072019

**\$ 13.21**



**Customer Name:** Capital Region CDD  
**Account Number:** 100212948  
**Billing Date:** March 29, 2024

**Account Summary as of March 29, 2024**

Previous Balance	13.53
Payment Received - 03/27/2024	-13.53
<b>Current Charges</b>	<b>13.53</b>
<b>Total Amount Due</b>	<b>\$ 13.53</b>

**Service Address:** 3735 Esplanade Way Tallahassee, FL 32311 (CITY )



**Electric Service**

**Historical Consumption**

Month	KWH	Month	KWH	Month	KWH
<b>Mar-24</b>	<b>4</b>	Oct-23	3	Jun-23	4
<b>Feb-24</b>	<b>4</b>	Sep-23	5	May-23	4
Jan-24	4	Aug-23	3	Apr-23	3
Dec-23	5	Jul-23	4	<b>Mar-23</b>	<b>4</b>
Nov-23	5				

**Service from 02/23/2024 - 03/24/2024**

**Elec General Svc-Non Demand**

Customer Charge	12.77
Energy Charge: 4 kwh at \$0.06878	0.28
Fuel & Purch Pwr: 4 kwh at \$0.03617	0.14
Gross Receipts Tax: 2.56406% of \$13.19	0.34
<b>Subtotal</b>	<b>\$ 13.53</b>

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
E305752	03/25/2024	634		02/23/2024	630		4	1.00	4 KWH	

**Service Address Total:** 3735 Esplanade Way Tallahassee, FL 32311

**Premise Id #:** PRM0134617

**\$ 13.53**

Consolidated Bill

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**Account Name:** Capital Region CDD  
**Billing Date:** April 1, 2024  
**Total number of sub-accounts:** 10  
**Amount Due:** \$1,073.26  
**Please Pay By:** April 22, 2024  
**Master Account Number:** 100198297  
**Account Summary as of April 1, 2024**  
 Previous Balance 1,085.96  
 Payment(s) Received -1,085.96  
**Current Charges 1,073.26**  
**Total Amount Due \$ 1,073.26**

**Location Summary**

Account #	Address	Previous Amount	Payment Amount	Current Charges	Adjustments	Total Charges
100210193	4046 Colleton Ct Unit 15	\$55.96	-\$55.96	\$55.33	\$0.00	\$55.33
100213814	3070 Bent Grass Ln Unit 30	\$78.40	-\$78.40	\$77.47	\$0.00	\$77.47
100202870	2450 Rain Lily Way Unit 29	\$78.40	-\$78.40	\$77.47	\$0.00	\$77.47
100204566	4072 Ivy Green Trl Unit 7	\$78.40	-\$78.40	\$77.47	\$0.00	\$77.47
100206207	3749 Biltmore Ave Unit 2	\$201.48	-\$201.48	\$199.14	\$0.00	\$199.14
100205224	4216 Summertree Dr Unit 23	\$156.72	-\$156.72	\$154.90	\$0.00	\$154.90
100208571	4297 Avon Park Cir Unit 14	\$111.96	-\$111.96	\$110.63	\$0.00	\$110.63
100209402	3900 Overlook Dr Unit 10	\$190.28	-\$190.28	\$188.05	\$0.00	\$188.05
100208804	3616 Longfellow Rd Unit 25	\$78.40	-\$78.40	\$77.47	\$0.00	\$77.47
100212804	4038 Shady View Ln Unit 17	\$55.96	-\$55.96	\$55.33	\$0.00	\$55.33
100198297	(Master Account)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		<b>\$1,085.96</b>	<b>-\$1,085.96</b>	<b>\$1,073.26</b>	<b>\$0.00</b>	<b>\$1,073.26</b>

Detach this portion and return with your payment.



Account Number	Past Due Pay Now	Current Charges Due 04/22/2024	Total Amount Due
100198297	\$0.00	\$1,073.26	<b>\$ 1,073.26</b>

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 CAPITAL REGION CDD  
 5385 N NOB HILL RD  
 SUNRISE, FL 33351-4761

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**Customer Name:** Capital Region CDD  
**Account Number:** 100210193  
**Billing Date:** April 1, 2024

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**Account Summary as of April 1, 2024**

Previous Balance	55.96
Payment Received - 03/21/2024	-55.96
<b>Current Charges</b>	<b>55.33</b>
<b>Total Amount Due</b>	<b>\$ 55.33</b>

**Service Address:** 4046 Colleton Ct Unit 15 Tallahassee, FL 32317 (CITY )


**Area Lighting**


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**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

5: 100 Watt HPS Dec Light Fixture(s)	44.65
Fuel & Purch Pwr: 257 kwh at \$0.03617	9.30
Gross Receipts Tax: 2.56406% of \$53.95	1.38

<b>Subtotal</b>	<b>\$ 55.33</b>
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**Service Address Total:** 4046 Colleton Ct Unit 15 Tallahassee, FL 32317

**Premise Id #:** PRM0031038

**\$ 55.33**

**Customer Name:** Capital Region CDD  
**Account Number:** 100213814  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	78.40
Payment Received - 03/21/2024	-78.40
<b>Current Charges</b>	<b>77.47</b>
<b>Total Amount Due</b>	<b>\$ 77.47</b>

**Service Address:** 3070 Bent Grass Ln Unit 30 Tallahassee, FL 32317 (CITY )


**Area Lighting**


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**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

7: 100 Watt HPS Dec Light Fixture(s)	62.51
Fuel & Purch Pwr: 360 kwh at \$0.03617	13.02
Gross Receipts Tax: 2.56406% of \$75.53	1.94

<b>Subtotal</b>	<b>\$ 77.47</b>
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**Service Address Total:** 3070 Bent Grass Ln Unit 30 Tallahassee, FL 32317

**Premise Id #:** PRM0028302

**\$ 77.47**

**Customer Name:** Capital Region CDD  
**Account Number:** 100202870  
**Billing Date:** April 1, 2024

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**Account Summary as of April 1, 2024**

Previous Balance	78.40
Payment Received - 03/21/2024	-78.40
<b>Current Charges</b>	<b>77.47</b>
<b>Total Amount Due</b>	<b>\$ 77.47</b>

**Service Address:** 2450 Rain Lily Way Unit 29 Tallahassee, FL 32317 (CITY )


**Area Lighting**


---

**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

7: 100 Watt HPS Dec Light Fixture(s)	62.51
Fuel & Purch Pwr: 360 kwh at \$0.03617	13.02
Gross Receipts Tax: 2.56406% of \$75.53	1.94

<b>Subtotal</b>	<b>\$ 77.47</b>
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**Service Address Total:** 2450 Rain Lily Way Unit 29 Tallahassee, FL 32317

**Premise Id #:** PRM0057932

**\$ 77.47**

**Customer Name:** Capital Region CDD  
**Account Number:** 100204566  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	78.40
Payment Received - 03/21/2024	-78.40
<b>Current Charges</b>	<b>77.47</b>
<b>Total Amount Due</b>	<b>\$ 77.47</b>

**Service Address:** 4072 Ivy Green Trl Unit 7 Tallahassee, FL 32317 (CITY )


**Area Lighting**


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**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

7: 100 Watt HPS Dec Light Fixture(s)	62.51
Fuel & Purch Pwr: 360 kwh at \$0.03617	13.02
Gross Receipts Tax: 2.56406% of \$75.53	1.94

<b>Subtotal</b>	<b>\$ 77.47</b>
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**Service Address Total:** 4072 Ivy Green Trl Unit 7 Tallahassee, FL 32317

**Premise Id #:** PRM0083585

**\$ 77.47**

**Customer Name:** Capital Region CDD  
**Account Number:** 100206207  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	201.48
Payment Received - 03/21/2024	-201.48
<b>Current Charges</b>	<b>199.14</b>
<b>Total Amount Due</b>	<b>\$ 199.14</b>

**Service Address:** 3749 Biltmore Ave Unit 2 Tallahassee, FL 32317 (CITY )


**Area Lighting**


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**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

18: 100 Watt HPS Dec Light Fixture(s)	160.74
Fuel & Purch Pwr: 924 kwh at \$0.03617	33.42
Gross Receipts Tax: 2.56406% of \$194.16	4.98

<b>Subtotal</b>	<b>\$ 199.14</b>
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**Service Address Total:** 3749 Biltmore Ave Unit 2 Tallahassee, FL 32317

**Premise Id #:** PRM0049496

**\$ 199.14**



**Customer Name:** Capital Region CDD  
**Account Number:** 100205224  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	156.72
Payment Received - 03/21/2024	-156.72
<b>Current Charges</b>	<b>154.90</b>
<b>Total Amount Due</b>	<b>\$ 154.90</b>

**Service Address:** 4216 Summertree Dr Unit 23 Tallahassee, FL 32317 (CITY )


**Area Lighting**


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**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

14: 100 Watt HPS Dec Light Fixture(s)	125.02
Fuel & Purch Pwr: 719 kwh at \$0.03617	26.01
Gross Receipts Tax: 2.56406% of \$151.03	3.87

<b>Subtotal</b>	<b>\$ 154.90</b>
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**Service Address Total:** 4216 Summertree Dr Unit 23 Tallahassee, FL 32317

**Premise Id #:** PRM0076405

**\$ 154.90**

**Customer Name:** Capital Region CDD  
**Account Number:** 100208571  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	111.96
Payment Received - 03/21/2024	-111.96
<b>Current Charges</b>	<b>110.63</b>
<b>Total Amount Due</b>	<b>\$ 110.63</b>

**Service Address:** 4297 Avon Park Cir Unit 14 Tallahassee, FL 32317 (CITY )


**Area Lighting**
**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

10: 100 Watt HPS Dec Light Fixture(s)	89.30
Fuel & Purch Pwr: 513 kwh at \$0.03617	18.56
Gross Receipts Tax: 2.56406% of \$107.86	2.77

<b>Subtotal</b>	<b>\$ 110.63</b>
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**Service Address Total:** 4297 Avon Park Cir Unit 14 Tallahassee, FL 32317

**Premise Id #:** PRM0082899

**\$ 110.63**

**Customer Name:** Capital Region CDD  
**Account Number:** 100209402  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	190.28
Payment Received - 03/21/2024	-190.28
<b>Current Charges</b>	<b>188.05</b>
<b>Total Amount Due</b>	<b>\$ 188.05</b>

**Service Address:** 3900 Overlook Dr Unit 10 Tallahassee, FL 32317 (CITY )


**Area Lighting**
**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

17: 100 Watt HPS Dec Light Fixture(s)	151.81
Fuel & Purch Pwr: 872 kwh at \$0.03617	31.54
Gross Receipts Tax: 2.56406% of \$183.35	4.70

<b>Subtotal</b>	<b>\$ 188.05</b>
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**Service Address Total:** 3900 Overlook Dr Unit 10 Tallahassee, FL 32317

**Premise Id #:** PRM0122174

**\$ 188.05**

**Customer Name:** Capital Region CDD  
**Account Number:** 100208804  
**Billing Date:** April 1, 2024

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**Account Summary as of April 1, 2024**

Previous Balance	78.40
Payment Received - 03/21/2024	-78.40
<b>Current Charges</b>	<b>77.47</b>
<b>Total Amount Due</b>	<b>\$ 77.47</b>

**Service Address:** 3616 Longfellow Rd Unit 25 Tallahassee, FL 32317 (CITY )


**Area Lighting**


---

**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

7: 100 Watt HPS Dec Light Fixture(s)	62.51
Fuel & Purch Pwr: 360 kwh at \$0.03617	13.02
Gross Receipts Tax: 2.56406% of \$75.53	1.94

<b>Subtotal</b>	<b>\$ 77.47</b>
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**Service Address Total:** 3616 Longfellow Rd Unit 25 Tallahassee, FL 32317

**Premise Id #:** PRM0122901

**\$ 77.47**

**Customer Name:** Capital Region CDD  
**Account Number:** 100212804  
**Billing Date:** April 1, 2024

---

**Account Summary as of April 1, 2024**

Previous Balance	55.96
Payment Received - 03/21/2024	-55.96
<b>Current Charges</b>	<b>55.33</b>
<b>Total Amount Due</b>	<b>\$ 55.33</b>

**Service Address:** 4038 Shady View Ln Unit 17 Tallahassee, FL 32317 (CITY )


**Area Lighting**


---

**Service from 02/28/2024 - 03/27/2024**
**Commercial Area Lighting**

5: 100 Watt HPS Dec Light Fixture(s)	44.65
Fuel & Purch Pwr: 257 kwh at \$0.03617	9.30
Gross Receipts Tax: 2.56406% of \$53.95	1.38

<b>Subtotal</b>	<b>\$ 55.33</b>
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**Service Address Total:** 4038 Shady View Ln Unit 17 Tallahassee, FL 32317

**Premise Id #:** PRM0129751

**\$ 55.33**

003087

**Customer Name:** Capital Region Comm Develop Dist  
**Account Number:** 100034498  
**Billing Date:** March 29, 2024

*Large facilities can use large amounts of water. Reduce your impact with changes like low-flow toilets, rain sensors for irrigation systems and other smart upgrades.*

*Educate employees about water conservation. Encourage them to report potential water leaks, especially those in bathrooms or near outside spigots.*

**Account Summary as of March 29, 2024**

Previous Balance	9.98
Payment Received - 03/22/2024	-9.98
<b>Current Charges</b>	<b>10.66</b>
<b>Total Amount Due</b>	<b>\$ 10.66</b>

**Service Address:** 3001 School House Rd, Tallahassee, FL 32311 (CITY )



Water - Reuse Service

\$ 10.66

APR 08 2024

A detailed breakdown of your account charges is available on the following pages.

Detach this portion and return with your payment.

**City of Tallahassee**  
Your Own Utilities<sup>SM</sup>

Account Number	Past Due Pay Now	Current Charges Due 04/18/2024	Total Amount Due
100034498	\$0.00	\$10.66	\$ 10.66

ATTN C/O GMS LLC  
CAPITAL REGION COMM DEVELOP DIST  
5385 N NOB HILL RD  
SUNRISE, FL 33351-4761

City of Tallahassee  
435 N. Macomb St. Relay Box  
Tallahassee, FL 32301



**CUSTOMER SERVICE**

- Representatives are available at 850.891.4968, weekdays from 8 a.m. to 5 p.m., except holidays.
- Automated utility account information is available 24 hours a day, 7 days a week. Visit [Talgov.com/YOU](http://Talgov.com/YOU) or call 850.891.4968.
- To report utility outages or emergency repairs, call Utility Customer Operations at 850.891.4968, visit [Talgov.com/Outage](http://Talgov.com/Outage).
- Hearing/speech impaired customers may call 850.891.8169 or 711 (TDD), weekdays from 8 a.m. to 5 p.m., except holidays.

**CUSTOMER ASSISTANCE**

- Nights & Weekends Pricing: A utility rate program that offers cheaper electric rates during nights, weekends, and holidays.
- Budget Billing: Allows you to have a level amount in your monthly utility bill.
- Payment Assistance: For those experiencing economic or other hardships, we have information on governmental and non-profit agencies that may provide assistance.
- Medical Alert Status: If critical life-support equipment is used in your home, please report your circumstances to Utility Customer Operations at 850.891.4968.
- Energy Audits: Free home energy audits are available to electric customers who wish to have their homes evaluated for energy and water efficiency.
- Energy Loans & Rebates: The City's grants, loans & rebates provide utility customers with assistance to enhance their property's energy efficiency and help them save energy, water and money.

**UTILITY BILLING DUE DATES**

- All utility bills are due when rendered.
- Bills are past due if payment is not received within 20 days of the bill date.
- On all past due nonresidential bills, a penalty on late payments equal to 9% of the past due balance will be assessed.
- After a bill is past due, a service charge will be assessed, and a service order will be issued to disconnect services. If a disconnect order is issued, all past due amounts must be paid before services can be restored.

**PAYING YOUR BILL**

- Auto Pay Program: Utility bills can be paid automatically each month by ACH withdrawal (FREE) or by credit/debit card (fee applies) using the stored payment information from your stored information.
- Email: Sign up to receive your bill electronically to be notified of a new invoice and a link to view and pay your utility bill.
- Online: Utility payment can be made by ACH withdrawal (FREE) or by credit/debit card (fee applies).
- Automated Phone Payments: Utility payment can be made by phone by ACH withdrawal (FREE) or credit/debit card (fee applies) Call 850.891.4968.
- Text Message: Utility payments can be made via text using your stored payment information. Standard messaging rates apply.
- Mail: Mail a check or money order (payable to City of Tallahassee) with the bottom portion of the bill (remittance stub) in the envelope provided or mail to Revenue Division, 435 N. Macomb St., Tallahassee FL 32301.
- In Person Payments: For most City services, payments can be made Monday Friday between 8 a.m. and 5 p.m. at the Renaissance Building, located at 435 N. Macomb St.
- Remote Payment Locations: Visit [Talgov.com/Remote](http://Talgov.com/Remote) or contact Utility Customer Operations at 850.891.4968 for current local and nationwide locations.

Visit [Talgov.com/YOU](http://Talgov.com/YOU) or call 850.891.4968 for more information.

**TO CHANGE OR CLOSE OUT YOUR ACCOUNT**

- Moving to Another Address or Closing Your Account: Transfer or stop your utility service online at [Talgov.com/YOU](http://Talgov.com/YOU), contact Utility Customer Operations at 850.891.4968, fax a request to 850.891.0901 or mail your request to Utility Customer Operations, 435 N. Macomb St., Tallahassee, FL 32301.
- Mailing Address Change:  
Residential customers may note the mailing address change on the bottom portion of the bill (remittance stub) and include it with payment. Commercial and Property Management customers are required to submit a mailing address change in writing on company letterhead and signed by an authorized party.

**City of Tallahassee**  
Your Own Utilities<sup>SM</sup>



**Water Service**

**Service from 02/23/2024 - 03/24/2024**

**Water - Reuse Service**

**Historical Consumptions**

Month	CGAL	Month	CGAL	Month	CGAL
Mar-24	62	Oct-23	4,073	Jun-23	76
Feb-24	58	Sep-23	4,415	May-23	491
Jan-24	44	Aug-23	2,396	Apr-23	189
Dec-23	512	Jul-23	8,858	Mar-23	2,244
Nov-23	2,767				

Reuse Gallonage Rate: 62 cgal at \$0.172	10.66
<b>Subtotal</b>	<b>\$ 10.66</b>

003038

Meter ID	Current Meter Read			Previous Meter Read			Reading Difference	Mtr Mult	Billed Usage	Time of Use
	Date	Reading	Est.	Date	Reading	Est.				
WRA20051	03/25/2024	168869		02/23/2024	168807		62	1.00	62 CGAL	

**Service Address Total:** 3001 School House Rd, Tallahassee, FL 32311

**Premise Id #:** PRM0046121

**\$ 10.66**





*FIFTH ORDER OF BUSINESS*

*A.*

# **Capital Region Community Development District**

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## **Series 2024 Refunding Bonds Supplemental Assessment Methodology Report (Refunding the Series 2013 Bonds)**

**June 13, 2024**



**Governmental Management Services, LLC**

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**5.0 Appendix**

    Table 1: Development Program

    Table 2: Bond Sizing

    Table 3: Par Debt and Annual Assessments

    Table 4: Assessment Roll

    Table 5: Parcels with Overlapping Bond Debt

GMS, LLC does not represent the Capital Region Community Development District as a Municipal Advisor or Securities Broker nor is GMS, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS, LLC does not provide the Capital Region Community Development District with financial advisory services or offer investment advice in any form.

## **1.0 Introduction**

Capital Region Community Development District, a local unit of special-purpose government, was established by Rule 42CC-1, Florida Administrative Code, adopted by the Florida Land and Water Adjudicatory Commission and effective on February 28, 2000 (the “District”). The District anticipates issuing \$5,365,000 of its Capital Improvement Revenue Refunding Bonds, Series 2024 (the “Series 2024 Bonds”) to refund the District’s Capital Improvement Revenue Refunding Bonds, Series 2013 (the “Series 2013 Bonds”), presently outstanding in the principal amount of \$5,455,000.

### **1.1 Purpose**

This *Series 2024 Refunding Bonds Supplemental Assessment Methodology Report* (the “Assessment Report”) provides for a methodology for allocating the assessments pledged to the repayment of the Series 2024 Bonds (the “Series 2024 Assessments”) consistent with the methodology adopted by the District in connection with the issuance of the Series 2013 Bonds, to be levied on the benefiting properties within the District to secure the Series 2024 Bonds. This Assessment Report is consistent with the allocation of the Series 2013 Bond debt to properties based upon the special benefits each received from the infrastructure program refinanced with the Series 2013 Bonds (“CIP”). This Assessment Report supplements the *Amended Master Assessment Methodology* dated August 14, 2008 (“Master Assessment Report”) and the *Special Assessment Methodology Report for the Capital Improvement Revenue Refunding Bonds, Series 2013* dated December 5, 2013, to reflect the actual terms and conditions of the issuance of the Series 2024 Bonds. This Assessment Report is designed to conform to the requirements of Chapters 190, 197 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

On or around July 15, 2024, the District will impose non-ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### **1.2 Background**

The District currently encompasses approximately 3,287 acres of land located entirely within the jurisdictional boundaries of the City of Tallahassee (“City”) and Leon County, Florida (“County”) and was established for the purpose of, among other things, to finance and manage the acquisition, construction, maintenance, and operation of the public infrastructure necessary for development within the SouthWood Development (“SouthWood”).

SouthWood is a master-planned community within the SouthWood Development of Regional Impact generally located in southeastern Leon County. Approved development within

SouthWood consists of single and multi-family residential units, commercial and office space, educational, industrial and hotel uses, an eighteen (18) hole golf course and various open space/recreational uses. The current and expected land uses within the District and a description of the Series 2024 Assessment Area (hereinafter defined), by land use, are further described in Table 1 to this Report.

In anticipation of development in SouthWood, the District's Board of Supervisors (the "Board") adopted its *Improvement Plan*, dated August 2000, describing infrastructure improvements the District intended to finance, construct, install and/or acquire within and without its boundary ("Original Improvement Plan"). The Board subsequently adopted its *Engineering Report for Series 2001 Capital Improvements*, dated March 2001, identifying that portion of the Original Improvement Plan to be funded with proceeds from the sale of its \$10,130,000 Capital Improvement Revenue Bonds, Series 2001A, and \$11,240,000 Capital Improvement Revenue Bonds, Series 2001B (together, the "Series 2001 Bonds"). As part of the continuing development of SouthWood the District issued its \$13,410,000 Capital Improvement Revenue Bonds, Series 2002A ("Series 2002 Bonds"), and in conjunction therewith, the Board adopted the *Engineering Report for the Series 2002 Capital Improvements* dated March 21, 2002, as revised by Amendment No. 1 thereto dated March 2005. The Board subsequently adopted its *Amended and Restated Improvement Plan*, dated August 14, 2008 ("Restated Improvement Plan"), for the purpose of incorporating the current development plan, updating the list of proposed infrastructure improvements and their costs, and discussing the status of development and project construction.

On September 29, 2000, the Board levied \$275,000,000 in special assessments on benefiting land within the SouthWood community to pay all or a portion of the infrastructure improvements identified in the Original Improvement Plan. The special assessments were allocated in accordance with the *Assessment Methodology Report*, dated September 29, 2000. A portion of the assessment lien was subsequently allocated to benefiting lands in accordance with the *Supplemental Assessment Report for the Series 2001 Bonds*, dated March 22, 2001, to secure repayment of the Series 2001 Bonds. The Series 2001 Bonds were refinanced and replaced with the Capital Improvement Revenue Refunding Bonds, Series 2011A-1 and Series 2011A-2.

Subsequent to the issuance of the Series 2001 Bonds, the Board approved the issuance of the Series 2002 Bonds. The associated special assessments related to the Series 2002 Bonds were allocated to benefiting lands in accordance with the *Supplemental Assessment Report for the Series 2002 Bonds*, dated March 21, 2002, to secure repayment of the Series 2002 Bonds (the "Series 2002 Assessments"). The Board subsequently adopted the Master Assessment Report for the purpose of (i) incorporating the current development plan; (ii) incorporating revised cost estimates for the construction of infrastructure improvements as set forth in the Restated Improvement Plan; (iii) accounting for amendment of the boundary of the District; and (iv) allocating and levying assessments securing future bond issues.

On November 20, 2013, the District issued its \$9,855,000 Capital Improvement Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds"). Proceeds from the sale of the

Series 2013 Bonds were used to (i) refund and redeem all the outstanding principal amount of the Series 2002 Bonds; (ii) pay certain costs associated with the issuance of the Series 2013 Bonds; and (iii) fund the reserve account for the Series 2013 Bonds pursuant to the related supplemental trust indenture. The refunding resulted in a lower rate of interest and decreased the par amount of debt outstanding thereby reducing annual assessments certified for collection by the District for owners of property subject to the Series 2002 Assessments (the "Series 2013 Assessment Area").

Proceeds of the Series 2024 Bonds, together with other funds of the District, will be used to (i) refund and redeem all of the outstanding principal amount of the Series 2013 Bonds; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; and (iii) pay a portion of the interest on the bonds due on November 1, 2024.

The District previously imposed non-ad valorem special assessments on the lands within the Series 2013 Assessment Area benefitted by the CIP in order to secure repayment of the Series 2013 Bonds (the "Series 2013 Assessments"). Currently, 1,466.589 assessable units have not paid in full their Series 2013 Assessments (the "Series 2024 Assessment Area"). The Series 2024 Assessments will only be levied on the 1,466.589 assessable units within the Series 2024 Assessment Area.

## **2.0 The Series 2024 Bonds**

The Series 2024 Bonds are term bonds with an anticipated par amount of \$5,365,000 and a projected average coupon rate of 4.92%. Payment of Interest on the Series 2024 Bonds will begin on November 1, 2024, with principal amortization beginning on May 1, 2025, continuing through May 1, 2032. A description of the sources and uses of funds is attached hereto as Table 2 and incorporated by reference herein.

The maximum annual debt service assessment revenues necessary for debt service on the Series 2024 Bonds is \$813,043, net of collection costs and early payment discounts. Assessments for platted lots and parcels will be collected together with ad valorem property taxes via the office of the tax collector and will be assessed an extra 7% for collection costs and early payment discounts allowed by Florida Law. The maximum annual debt service is based on a par issue of \$5,365,000 with a final maturity of May 1, 2032.

The Series 2024 Bonds will be used to refund and redeem the Series 2013 Bonds presently outstanding in the par amount of \$5,455,000. The proceeds from the sale of the Series 2024 Bonds and funds available by liquidating the Series 2013 Revenue Account and Debt Service Reserve Account will be used to (i) make a cash deposit into the refunding escrow account; (ii) fund the cost of issuance; and (iii) fund interest due on November 1, 2024.

### **2.1 Purpose of Report**

The purpose of this Assessment Report is to (i) confirm the benefit of the CIP inuring to the remaining 1,466.589 assessable units comprising the Series 2024 Assessment Area that have not prepaid in full their Series 2013 Assessments; and (ii) calculating the Series 2024

Assessments to reflect the financing terms of the Series 2024 Bonds.

## **2.2 Process of Levying Assessments**

The process of levying the Series 2024 Assessments is a three-step process. First, the Assessment Consultant determines the costs of the refunding bonds contemplated by the District. Second, these costs of the refunding bonds form the basis for a bond sizing. Third, the costs of the refunding are allocated among the benefited properties (the remaining assessable units) based on benefit determined by the assessment methodology.

## **2.3 Requirements of a Valid Special Assessment**

There are two requirements under Florida Law for a valid special assessment:

1. The properties assessed must receive a special benefit from the improvements paid for by the special assessment.
2. The assessments must be fairly and reasonably allocated to the properties assessed.

This Assessment Report does not change the allocation of benefits received from the improvements financed with the Series 2002 Bonds, as refinanced with the Series 2013 Bonds, nor the method of allocation as adopted in the Master Assessment Report.

## **2.4 Reasonable and Fair Apportionment of the Obligation to Pay**

The determination has been made that the obligation to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the CIP (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.



### **3.0 Allocation Methodology**

As described above, the District anticipates issuing \$5,365,000 of Series 2024 Bonds to refund and redeem the Series 2013 Bonds. The Series 2024 Assessments will be allocated to the benefited parcels using the same methodology in the Master Assessment Report as previously adopted by the Board. The allocation of assessments to each lot on a pro-rata basis is associated with the prior allocation of the Series 2013 Assessments as shown in Table 4. The allocation of the Series 2024 Assessments as set forth herein will result in the District annually certifying collection of special assessments in the amounts set forth on Table 4, the Assessment Roll. The Series 2024 Assessments will be allocated to the Series 2024 Assessment Area on a percentage basis of their Series 2013 Assessments. The Series 2024 Assessment Area includes all 1,466.589 units that have not fully prepaid their Series 2013 Assessments.

### **4.0 Final Assessment Rolls**

The assessment roll reflecting the allocation of Series 2024 Assessments securing repayment of the Series 2024 Bonds is attached hereto as Table 4.

### **5.0 Overlapping Debt**

Due to the combination of parcels originating from the Series 2013 and Series 2018 Assessment Areas, Table 5 reflects the parcels and the overlapping debt from both Assessment Areas. These are the only two (2) parcels with overlapping debt. The net result of the refunding of the Series 2013 Bonds is a lower Series 2024 annual assessment replacing the Series 2013 Debt and a reduced par amount per unit, resulting in a lower total par debt assessment on the two (2) parcels and a higher value to lien ratio.

**TABLE 1**  
**Capital Region CDD**  
**Series 2013-2024 Land Use**

Land Use	Unit Count
APARTMENT	654
TOWNHOME	82
DUPLEX	0
SINGLE FAMILY 30' LOT	0
SINGLE FAMILY 40' LOT	153
SINGLE FAMILY 55' LOT	107
SINGLE FAMILY 65' LOT	127
SINGLE FAMILY 75' LOT	56
SINGLE FAMILY 85' LOT	77
SINGLE FAMILY 90' LOT	0
SINGLE FAMILY 100' LOT	40
SINGLE FAMILY 1 ACRE LOT	3
SINGLE FAMILY 1/2 ACRE LOT	73
ACLF	0
CATHOLIC SCHOOL	0
GOLF CLUB	0
COMMERCIAL (ACRES)	0.000
COMMERCIAL-2 (ACRES)	0.000
COMMERCIAL-3 (ACRES)	28.970
COMMERCIAL-4 (ACRES)	58.464
COMMERCIAL-5 (ACRES)	2.120
COMMERCIAL-6 (ACRES)	1.415
COMMERCIAL-7 (ACRES)	3.620
COMMERCIAL-8 (ACRES)	0.000
<b>Total</b>	<b><u><u>1,466.589</u></u></b>

**TABLE 2**  
**Capital Region CDD**  
**Sources and Uses of Funds - Series 2024 Bonds**

**Sources of Funds**

Total Par Amount of Bonds	\$5,365,000
Liquidation of 2013 Revenue Account	109,717
Liquidation of 2013 Reserve Account	430,085

<b>Total Sources of Funds</b>	<b>\$5,904,802</b>
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**Uses of Funds**

Refunding Escrow Deposit	\$5,545,636
Capitalized Interest to 11/1/24	\$77,721
Cost of Issuance	200,000
Underwriter's Discount	80,475
Rounding	970

<b>Total Uses of Funds</b>	<b>\$5,904,802</b>
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<b>Principal Amortization Installments</b>	<b>8</b>
<b>Average Coupon Rate</b>	<b>4.920%</b>
<b>Estimated Par Amount</b>	<b>5,365,000</b>
<b>Estimated Maximum Annual Debt Service</b>	<b>813,043</b>
<b>Capitalized Interest Through</b>	<b>11/01/24</b>
<b>Maturity</b>	<b>05/01/32</b>

Information provided by MBS Capital Markets, LLC.

**TABLE 3**  
**Capital Region CDD**  
**Benefit and Series 2024 Par Debt Allocations**

Development Type	Number of Planned Units	Series 2013 Par Debt Outstanding	Series 2013 Par Debt Per Unit	Series 2013 Annual Debt Service Net	Series 2013 Annual Assessment Per Unit Net	Series 2013 Annual Assessment Per Unit Gross	Allocation of Series 2024 Par Debt	Series 2024 Par Debt Per Unit	Allocation of Series 2024 Annual Debt Service Net	Series 2024 Annual Assessment Per Unit Net	Series 2024 Annual Assessment Per Unit Gross
APARTMENT	654	1,352,001	2,067	219,707	336	361	1,323,105	2,023	200,511	307	330
TOWNHOME	82	154,534	1,885	25,112	306	329	151,231	1,844	22,918	279	301
SINGLE FAMILY 40' LOT	153	337,061	2,203	54,775	358	385	329,857	2,156	49,988	327	351
SINGLE FAMILY 55' LOT	107	285,995	2,673	46,476	434	467	279,882	2,616	42,415	396	426
SINGLE FAMILY 65' LOT	127	419,010	3,299	68,092	536	577	410,055	3,229	62,142	489	526
SINGLE FAMILY 75' LOT	56	211,364	3,774	34,348	613	660	206,846	3,694	31,347	560	602
SINGLE FAMILY 85' LOT	77	314,743	4,088	51,147	664	714	308,016	4,000	46,679	606	652
SINGLE FAMILY 100' LOT	40	188,561	4,714	30,643	766	824	184,531	4,613	27,965	699	752
SINGLE FAMILY 1 ACRE LOT	3	22,161	7,387	3,601	1,200	1,291	21,687	7,229	3,287	1,096	1,178
SINGLE FAMILY 1/2 ACRE LOT	73	413,101	5,659	67,131	920	989	404,272	5,538	61,266	839	902
COMMERCIAL-3 (ACRES)*	28.970	317,594	10,963	51,611	1,782	1,916	337,394	11,646	51,131	1,765	1,898
COMMERCIAL-4 (ACRES)	58.464	1,281,997	21,928	208,310	3,563	3,831	1,254,597	21,459	190,129	3,252	3,497
COMMERCIAL-5 (ACRES)	2.120	46,483	21,926	7,554	3,563	3,831	45,489	21,457	6,894	3,252	3,496
COMMERCIAL-6 (ACRES)	1.415	31,025	21,926	5,042	3,563	3,831	30,362	21,457	4,601	3,252	3,496
COMMERCIAL-7 (ACRES)	3.620	79,371	21,926	12,898	3,563	3,831	77,675	21,457	11,771	3,252	3,496
<b>Total</b>		<b>1,466,589</b>	<b>5,455,000</b>	<b>886,446</b>			<b>5,365,000</b>		<b>813,043</b>		

Gross amounts include 7% Leon County discounts and collection costs

Should land use change on the vacant properties above from the planned use shown, then the applicable benefit and resulting assessments for the actual land use will be applied, in accordance with the original adopted Methodology, as amended in 2013.

\*Jamestown parcel remaining acreage. This parcel had already received a Debt Service Reserve Fund Credit applied when the original parcel paid down the Series 2013 Bond debt by 50% and is not entitled to a credit under future refunding or prepayment or maturity of the Series 2013 Bonds. This parcel does not receive credit for the liquidation of the Reserve Account on Table 2.

**TABLE 4**  
**Capital Region CDD**  
**Series 2024 Preliminary Assessment Roll**

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
3115310000010	GROVE PARK DR	COMMERCIAL-4	10.440	228,928	39,998	224,035	36,507
3115310000020	COLLETON CT	COMMERCIAL-4	5.180	113,587	19,846	111,159	18,114
3116020000010	3562 S BLAIR STONE RD	COMMERCIAL-4	1.070	23,463	4,099	22,961	3,742
3116020000020	1970 GAINSBOROUGH DR	COMMERCIAL-4	0.950	20,832	3,640	20,386	3,322
3116049090010	1909 HILLBROOKE TRL	COMMERCIAL-4	0.144	3,158	552	3,090	504
3116049090020	1909 HILLBROOKE TRL	COMMERCIAL-4	0.144	3,158	552	3,090	504
3116049090030	1909 HILLBROOKE TRL	COMMERCIAL-4	0.144	3,158	552	3,090	504
3116049090040	1909 HILLBROOKE TRL	COMMERCIAL-4	0.144	3,158	552	3,090	504
3116049150010	1915 HILLBROOKE TRL	COMMERCIAL-4	0.289	6,337	1,107	6,202	1,011
3116049150020	1915 HILLBROOKE TRL	COMMERCIAL-4	0.289	6,337	1,107	6,202	1,011
3116240000020	S BLAIR STONE RD	COMMERCIAL-4	1.395	30,590	5,345	29,936	4,878
3116360000010	2000 MERCHANTS ROW BLVD	APT	238	492,013	85,973	481,497	78,461
3116800000010	3689 COOLIDGE CT	COMMERCIAL-4	0.154	3,377	590	3,305	539
3116800000020	3689 COOLIDGE CT	COMMERCIAL-4	0.154	3,377	590	3,305	539
3116800000030	3689 COOLIDGE CT	COMMERCIAL-4	0.154	3,377	590	3,305	539
3116800000040	3689 COOLIDGE CT	COMMERCIAL-4	0.153	3,355	586	3,283	535
3116800000050	3689 COOLIDGE CT	COMMERCIAL-4	0.153	3,355	586	3,283	535
3116800000060	3689 COOLIDGE CT	COMMERCIAL-4	0.153	3,355	586	3,283	535
3116800000070	3689 COOLIDGE CT	COMMERCIAL-4	0.153	3,355	586	3,283	535
3116800000080	3689 COOLIDGE CT	COMMERCIAL-4	0.153	3,355	586	3,283	535
3120200020020	CAPITAL CIR SE	COMMERCIAL-3	28.970	317,594	55,496	337,394	54,979
310928 A0010	2401 BARCELONA LN	COMMERCIAL-4	3.180	69,731	12,183	68,241	11,120
310928 A0020	2441 BARCELONA LN	COMMERCIAL-4	1.320	28,945	5,057	28,326	4,616
310928 A0030	2431 BARCELONA LN	COMMERCIAL-4	1.330	29,164	5,096	28,541	4,651
310928 A0040	2421 BARCELONA LN	COMMERCIAL-4	1.320	28,945	5,057	28,326	4,616
311018 A0010	3058 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0020	3054 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0030	3050 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0040	3046 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0050	3042 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0060	3038 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0070	3034 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0080	3030 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0090	3026 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0100	3022 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0110	3018 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0120	3014 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0130	3010 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0140	3006 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0150	3002 CUMMINGS AVE	40'	1	2,203	385	2,156	351
311018 A0160	3001 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0170	3005 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0180	3009 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0190	3013 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0200	3017 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0210	3021 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0220	3025 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0230	3029 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0240	3033 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0250	3037 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0260	3041 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0270	3045 DICKINSON DR STE 1	55'	1	2,673	467	2,616	426
311018 A0280	3049 DICKINSON DR STE 1	55'	1	2,673	467	2,616	426

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311018 A0290	3053 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0300	3057 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0310	3061 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0320	3065 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 A0330	3069 DICKINSON DR	55'	1	2,673	467	2,616	426
311018 B0010	3068 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0020	3064 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0030	3060 DICKINSON DR STE 1	100'	1	4,714	824	4,613	752
311018 B0040	3056 DICKINSON DR STE 1	100'	1	4,714	824	4,613	752
311018 B0050	3050 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0060	3044 DICKINSON DR STE 1	100'	1	4,714	824	4,613	752
311018 B0070	3040 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0080	3036 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0090	3032 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0100	3028 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0110	3024 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0120	3020 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0130	3016 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0140	3012 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0150	3008 DICKINSON DR STE 1	100'	1	4,714	824	4,613	752
311018 B0160	3004 DICKINSON DR	100'	1	4,714	824	4,613	752
311018 B0170	3000 DICKINSON DR	100'	1	4,714	824	4,613	752
311019 A0010	2501 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0020	2505 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0030	2509 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0040	2513 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0050	2517 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0060	2521 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0070	2525 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0080	2529 TWAIN DR	75'	1	3,774	660	3,694	602
311019 A0090	3204 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0100	3208 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0110	3212 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0120	3216 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0130	3224 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0140	3228 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0150	3232 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0160	3236 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0170	3240 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0180	3244 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0190	3248 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0200	3252 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 A0210	3256 WHITMAN WAY	75'	1	3,774	660	3,694	602
311019 B0010	2500 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0020	2504 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0030	2512 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0040	2516 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0050	2522 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0060	2526 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0070	2530 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0080	2534 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0090	2538 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0100	2542 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0110	2546 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0120	2550 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0130	2554 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0140	2558 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0150	2562 TWAIN DR	75'	1	3,774	660	3,694	602

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311019 B0160	2566 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0170	2570 TWAIN DR	75'	1	3,774	660	3,694	602
311019 B0180	3558 MOSSY CREEK LN	75'	1	3,774	660	3,694	602
311019 C0010	2545 TWAIN DR	65'	1	3,299	577	3,229	526
311019 C0020	2549 TWAIN DR	65'	1	3,299	577	3,229	526
311019 C0030	2553 TWAIN DR	65'	1	3,299	577	3,229	526
311019 C0040	2557 TWAIN DR	65'	1	3,299	577	3,229	526
311019 C0050	3206 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0060	3210 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0070	3214 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0080	3218 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0090	3222 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0100	3226 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0110	3230 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0120	3234 YEATS AVE	55'	1	2,673	467	2,616	426
311019 C0130	3227 WHITMAN WAY	55'	1	2,673	467	2,616	426
311019 C0140	3223 WHITMAN WAY	55'	1	2,673	467	2,616	426
311019 C0150	3219 WHITMAN WAY	55'	1	2,673	467	2,616	426
311019 C0160	3215 WHITMAN WAY	55'	1	2,673	467	2,616	426
311019 C0170	3211 WHITMAN WAY	55'	1	2,673	467	2,616	426
311019 C0180	3207 WHITMAN WAY	55'	1	2,673	467	2,616	426
311019 D0010	3576 MOSSY CREEK LN	1/2 ACRE	1	5,659	989	5,538	902
311019 D0020	3572 MOSSY CREEK LN	1/2 ACRE	1	5,659	989	5,538	902
311019 D0030	3568 MOSSY CREEK LN	1/2 ACRE	1	5,659	989	5,538	902
311019 D0040	2565 TWAIN DR	65'	1	3,299	577	3,229	526
311019 D0050	2561 TWAIN DR	65'	1	3,299	577	3,229	526
311019 D0060	3205 YEATS AVE	65'	1	3,299	577	3,229	526
311019 D0070	3209 YEATS AVE	65'	1	3,299	577	3,229	526
311019 D0080	3213 YEATS AVE	65'	1	3,299	577	3,229	526
311019 D0090	3217 YEATS AVE	65'	1	3,299	577	3,229	526
311019 D0100	3223 YEATS AVE	65'	1	3,299	577	3,229	526
311019 D0110	3227 YEATS AVE	65'	1	3,299	577	3,229	526
311019 D0120	3249 WHITMAN WAY	65'	1	3,299	577	3,229	526
311019 D0130	3255 WHITMAN WAY	65'	1	3,299	577	3,229	526
311029 A0010	2447 ORANGE AVE E	65'	1	3,299	577	3,229	526
311029 A0020	2451 ORANGE AVE E	65'	1	3,299	577	3,229	526
311029 A0030	2455 ORANGE AVE E	65'	1	3,299	577	3,229	526
311029 A0040	2459 ORANGE AVE E	65'	1	3,299	577	3,229	526
311029 A0050	3150 CONEFLOWER DR	55'	1	2,673	467	2,616	426
311029 A0060	3154 CONEFLOWER DR	40'	1	2,203	385	2,156	351
311029 A0070	3158 CONEFLOWER DR	40'	1	2,203	385	2,156	351
311029 A0080	3162 CONEFLOWER DR	55'	1	2,673	467	2,616	426
311029 A0090	2468 RAIN LILY WAY	55'	1	2,673	467	2,616	426
311029 A0100	2464 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311029 A0110	2460 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311029 A0120	2456 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311029 A0130	2452 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311029 A0140	2448 RAIN LILY WAY	65'	1	3,299	577	3,229	526
311029 B0010	3166 CONEFLOWER DR	55'	1	2,673	467	2,616	426
311029 B0020	3170 CONEFLOWER DR	40'	1	2,203	385	2,156	351
311029 B0030	3174 CONEFLOWER DR	40'	1	2,203	385	2,156	351
311029 B0040	3178 CONEFLOWER DR	40'	1	2,203	385	2,156	351
311029 B0050	3182 CONEFLOWER DR	40'	1	2,203	385	2,156	351
311029 B0060	3186 CONEFLOWER DR	55'	1	2,673	467	2,616	426
311029 B0070	3190 CONEFLOWER DR	55'	1	2,673	467	2,616	426
311029 B0080	2496 LANTANA LN	55'	1	2,673	467	2,616	426
311029 B0090	2492 LANTANA LN	40'	1	2,203	385	2,156	351
311029 B0100	2488 LANTANA LN	40'	1	2,203	385	2,156	351

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311029 B0110	2484 LANTANA LN	40'	1	2,203	385	2,156	351
311029 B0120	2480 LANTANA LN	40'	1	2,203	385	2,156	351
311029 B0130	2476 LANTANA LN	40'	1	2,203	385	2,156	351
311029 B0140	2472 LANTANA LN	55'	1	2,673	467	2,616	426
311029 B0150	2468 LANTANA LN	65'	1	3,299	577	3,229	526
311029 B0160	2464 LANTANA LN	65'	1	3,299	577	3,229	526
311029 B0170	2460 LANTANA LN	65'	1	3,299	577	3,229	526
311029 B0180	2471 RAIN LILY WAY	65'	1	3,299	577	3,229	526
311029 B0190	2467 RAIN LILY WAY	65'	1	3,299	577	3,229	526
311029 B0200	2463 RAIN LILY WAY	65'	1	3,299	577	3,229	526
311029 B0210	3109 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311029 B0220	3105 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311029 B0230	3101 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311029 C0010	2461 LANTANA LN	65'	1	3,299	577	3,229	526
311029 C0020	2465 LANTANA LN	65'	1	3,299	577	3,229	526
311029 C0030	2469 LANTANA LN	55'	1	2,673	467	2,616	426
311029 C0040	2473 LANTANA LN	55'	1	2,673	467	2,616	426
311029 C0050	2477 LANTANA LN	55'	1	2,673	467	2,616	426
311029 C0060	2483 LANTANA LN	55'	1	2,673	467	2,616	426
311029 C0070	2489 LANTANA LN	55'	1	2,673	467	2,616	426
311029 C0080	2493 LANTANA LN	65'	1	3,299	577	3,229	526
311029 C0090	2497 LANTANA LN	65'	1	3,299	577	3,229	526
311029 C0100	2486 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 C0110	2482 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 C0120	2478 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 C0130	2474 GOLDENROD WAY	55'	1	2,673	467	2,616	426
311029 C0140	2470 GOLDENROD WAY	55'	1	2,673	467	2,616	426
311029 C0150	2466 GOLDENROD WAY	55'	1	2,673	467	2,616	426
311029 C0160	2462 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 C0170	2458 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 C0180	2454 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 C0190	3121 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311029 C0200	3117 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311029 C0210	3113 MIST FLOWER RD	65'	1	3,299	577	3,229	526
311029 D0010	2401 GOLDENROD WAY	75'	1	3,774	660	3,694	602
311029 D0020	2405 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 D0030	2409 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 D0040	2413 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 D0050	2417 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 D0060	2421 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 D0070	2425 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 D0080	2429 GOLDENROD WAY	75'	1	3,774	660	3,694	602
311029 E0010	2467 GOLDENROD WAY	75'	1	3,774	660	3,694	602
311029 E0020	2471 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 E0030	2475 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 E0040	2479 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 E0050	2483 GOLDENROD WAY	65'	1	3,299	577	3,229	526
311029 E0060	2487 GOLDENROD WAY	75'	1	3,774	660	3,694	602
311030 A0010	3029 FOUR OAKS BLVD	55'	1	2,673	467	2,616	426
311030 A0020	3025 FOUR OAKS BLVD	55'	1	2,673	467	2,616	426
311030 A0030	3021 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 A0040	2409 ORANGE AVE E	55'	1	2,673	467	2,616	426
311030 A0050	2413 ORANGE AVE E	55'	1	2,673	467	2,616	426
311030 A0060	2417 ORANGE AVE E	55'	1	2,673	467	2,616	426
311030 A0070	2421 ORANGE AVE E	55'	1	2,673	467	2,616	426
311030 A0080	2425 ORANGE AVE E	55'	1	2,673	467	2,616	426
311030 A0090	2429 ORANGE AVE E	65'	1	3,299	577	3,229	526
311030 A0100	2433 ORANGE AVE E	65'	1	3,299	577	3,229	526



Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311030 A0110	2437 ORANGE AVE E	65'	1	3,299	577	3,229	526
311030 A0120	2441 ORANGE AVE E	65'	1	3,299	577	3,229	526
311030 A0130	2444 RAIN LILY WAY	55'	1	2,673	467	2,616	426
311030 A0140	2440 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0150	2436 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0160	2432 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0170	2428 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0180	2424 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0190	2420 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0200	2416 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0210	2412 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0220	2408 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0230	2404 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 A0240	2400 RAIN LILY WAY	40'	1	2,203	385	2,156	351
311030 B0010	3053 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 B0020	3049 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 B0030	3045 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 B0040	3041 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 B0050	3037 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 B0060	3033 FOUR OAKS BLVD	65'	1	3,299	577	3,229	526
311030 B0070	3052 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0080	3056 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0090	3060 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0100	3064 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0110	3068 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0120	3072 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0130	3076 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0140	3080 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 B0150	3084 INDIAN GRASS LN	40'	1	2,203	385	2,156	351
311030 C0010	3079 BENT GRASS LN	55'	1	2,673	467	2,616	426
311030 C0020	3075 BENT GRASS LN	55'	1	2,673	467	2,616	426
311030 C0030	3071 BENT GRASS LN	40'	1	2,203	385	2,156	351
311030 C0040	3067 BENT GRASS LN	40'	1	2,203	385	2,156	351
311030 C0050	3063 BENT GRASS LN	40'	1	2,203	385	2,156	351
311030 C0060	3059 BENT GRASS LN	40'	1	2,203	385	2,156	351
311030 C0070	3055 BENT GRASS LN	40'	1	2,203	385	2,156	351
311030 C0080	3051 BENT GRASS LN	55'	1	2,673	467	2,616	426
311030 C0090	3100 MIST FLOWER RD	55'	1	2,673	467	2,616	426
311030 C0100	3104 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0110	3108 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0120	3112 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0130	3116 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0140	3120 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0150	3124 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0160	3128 MIST FLOWER RD	40'	1	2,203	385	2,156	351
311030 C0170	3132 MIST FLOWER RD	55'	1	2,673	467	2,616	426
311425 A0010	3646 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0020	3644 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0030	3642 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0040	3640 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0050	3638 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0060	3636 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0070	3634 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0080	3632 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0090	3630 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0100	3628 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0110	3626 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0120	3624 BILTMORE AVE	40'	1	2,203	385	2,156	351

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311425 A0130	3622 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0140	3620 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0150	3618 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0160	3616 BILTMORE AVE	40'	1	2,203	385	2,156	351
311425 A0170	3614 BILTMORE AVE	55'	1	2,673	467	2,616	426
311425 B0010	3651 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0020	3647 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0030	3643 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0040	3641 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0050	3639 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0060	3637 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0070	3635 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0080	3633 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0090	3629 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 B0100	3625 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 C0010	3610 BILTMORE AVE	65'	1	3,299	577	3,229	526
311425 C0020	3608 BILTMORE AVE	55'	1	2,673	467	2,616	426
311425 C0030	3606 BILTMORE AVE	55'	1	2,673	467	2,616	426
311425 C0040	3604 BILTMORE AVE	65'	1	3,299	577	3,229	526
311425 D0010	3614 LONGFELLOW RD	55'	1	2,673	467	2,616	426
311425 D0020	3610 LONGFELLOW RD	65'	1	3,299	577	3,229	526
311425 D0030	3169 DUXBURY LN	65'	1	3,299	577	3,229	526
311425 D0040	3165 DUXBURY LN	55'	1	2,673	467	2,616	426
311425 D0050	3161 DUXBURY LN	55'	1	2,673	467	2,616	426
311425 D0060	3157 DUXBURY LN	55'	1	2,673	467	2,616	426
311425 D0070	3153 DUXBURY LN	55'	1	2,673	467	2,616	426
311425 D0080	3149 DUXBURY LN	55'	1	2,673	467	2,616	426
311425 E0010	3627 STROLLING WAY	65'	1	3,299	577	3,229	526
311425 E0020	3623 STROLLING WAY	65'	1	3,299	577	3,229	526
311425 E0030	3619 STROLLING WAY	65'	1	3,299	577	3,229	526
311425 E0040	3615 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0010	3630 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0020	3626 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0030	3622 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0040	3618 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0050	3614 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0060	3610 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0070	3606 STROLLING WAY	65'	1	3,299	577	3,229	526
311516 A0080	3602 STROLLING WAY	75'	1	3,774	660	3,694	602
311516 A0090	3598 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 A0100	3594 STROLLING WAY	75'	1	3,774	660	3,694	602
311516 B0010	3590 STROLLING WAY	75'	1	3,774	660	3,694	602
311516 B0020	3586 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0030	3582 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0040	3578 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0050	3574 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0060	3570 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0070	3566 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0080	3562 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0090	3567 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0100	3571 STROLLING WAY	75'	1	3,774	660	3,694	602
311516 B0110	3575 STROLLING WAY	75'	1	3,774	660	3,694	602
311516 B0120	3579 STROLLING WAY	75'	1	3,774	660	3,694	602
311516 B0130	3583 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0140	3587 STROLLING WAY	85'	1	4,088	714	4,000	652
311516 B0150	3152 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 B0160	3156 NATHANIEL TRCE	75'	1	3,774	660	3,694	602
311516 B0170	3160 NATHANIEL TRCE	75'	1	3,774	660	3,694	602

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311516 B0180	3164 NATHANIEL TRCE	75'	1	3,774	660	3,694	602
311516 B0190	3172 NATHANIEL TRCE	75'	1	3,774	660	3,694	602
311516 B0200	3180 NATHANIEL TRCE	75'	1	3,774	660	3,694	602
311516 B0210	3184 NATHANIEL TRCE	75'	1	3,774	660	3,694	602
311516 B0220	3188 NATHANIEL TRCE	75'	1	3,774	660	3,694	602
311516 B0230	3192 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0010	3143 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0020	3147 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0030	3151 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0040	3155 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0050	3159 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0060	3163 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0070	3179 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0080	3183 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0090	3187 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0100	3191 NATHANIEL TRCE	85'	1	4,088	714	4,000	652
311516 C0110	3174 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0120	3170 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0130	3166 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0140	3162 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0150	3158 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0160	3154 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0170	3150 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0180	3146 DUXBURY LN	85'	1	4,088	714	4,000	652
311516 C0190	3142 DUXBURY LN	85'	1	4,088	714	4,000	652
311517 A0010	4010 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0020	4014 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0030	4018 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0040	4022 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0050	4026 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0060	4030 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0070	4034 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0080	4038 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0090	4042 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0100	4046 S BLAIR STONE RD	40'	1	2,203	385	2,156	351
311517 A0110	3558 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0120	3562 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0130	3566 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0140	3570 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0150	3574 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0160	3578 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0170	3582 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0180	3586 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0190	3590 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0200	3594 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0210	3598 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0220	3602 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0230	3606 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0240	3610 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0250	3614 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0260	3618 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0270	3622 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0280	3626 FOUR OAKS BLVD	40'	1	2,203	385	2,156	351
311517 A0290	4073 SHADY VIEW LN	55'	1	2,673	467	2,616	426
311517 A0300	4069 SHADY VIEW LN	55'	1	2,673	467	2,616	426
311517 A0310	4065 SHADY VIEW LN	55'	1	2,673	467	2,616	426
311517 A0320	4061 SHADY VIEW LN	55'	1	2,673	467	2,616	426
311517 A0330	4079 SWIFT WAY	40'	1	2,203	385	2,156	351

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311517 A0340	4075 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0350	4071 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0360	4067 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0370	4063 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0380	4059 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0390	4055 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0400	4051 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0410	4047 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0420	4043 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0430	4039 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0440	4035 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0450	4031 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0460	4027 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0470	4023 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0480	4019 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 A0490	4015 SWIFT WAY	40'	1	2,203	385	2,156	351
311517 B0010	4038 SWIFT WAY	65'	1	3,299	577	3,229	526
311517 B0020	4058 SWIFT WAY	65'	1	3,299	577	3,229	526
311517 B0030	4070 SWIFT WAY	65'	1	3,299	577	3,229	526
311517 B0040	4049 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 B0050	4045 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 B0060	4037 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 B0070	4029 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 B0080	4025 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 B0090	4021 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0010	4004 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0020	4008 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0030	4012 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0040	4016 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0050	4020 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0060	4024 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0070	4028 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0080	4032 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 C0090	4036 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0010	4044 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0020	4048 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0030	4052 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0040	4056 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0050	4060 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0060	4064 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0070	4068 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0080	4072 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0090	4076 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0100	4080 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311517 D0110	4084 SHADY VIEW LN	65'	1	3,299	577	3,229	526
311527 E0010	3197 MERCHANTS ROW BLVD STE 110	COMMERCIAL-4	0.490	10,745	1,877	10,515	1,713
311527 E0020	4055 FOUR OAKS BLVD	COMMERCIAL-4	0.320	7,017	1,226	6,867	1,119
311527 E0030	4057 FOUR OAKS BLVD	COMMERCIAL-4	0.120	2,631	460	2,575	420
311527 E0040	4059 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0050	4061 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0060	4063 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0070	4065 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0080	4067 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0090	4069 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0100	4071 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0110	4073 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0120	4075 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0130	4077 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311527 E0140	4079 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0150	4081 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0160	4089 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0170	4101 FOUR OAKS BLVD	COMMERCIAL-4	0.060	1,316	230	1,288	210
311527 E0180	4105 FOUR OAKS BLVD	COMMERCIAL-4	0.130	2,851	498	2,790	455
311527 E0190	FOUR OAKS BLVD	COMMERCIAL-4	1.140	24,998	4,368	24,464	3,986
311527 G0010	3196 MERCHANTS ROW BLVD STE 110	COMMERCIAL-4	0.750	16,446	2,873	16,094	2,623
311527 H0010	3228 MERCHANTS ROW BLVD	COMMERCIAL-4	0.890	19,516	3,410	19,099	3,112
311527 I0010	3227 MERCHANTS ROW BLVD	COMMERCIAL-4	0.940	20,612	3,601	20,172	3,287
311530 A0010	3075 DICKINSON DR	1 ACRE	1	7,387	1,291	7,229	1,178
311530 A0020	3079 DICKINSON DR	1 ACRE	1	7,387	1,291	7,229	1,178
311530 A0030	3083 DICKINSON DR	1/2 ACRE	1	5,659	989	5,538	902
311530 A0040	3087 DICKINSON DR	1/2 ACRE	1	5,659	989	5,538	902
311530 A0050	3091 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0060	3095 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0070	3099 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0080	3103 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0090	3107 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0100	3111 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0110	3115 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0120	3119 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0130	3123 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0140	3127 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0150	3131 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 A0160	3135 DICKINSON DR	100'	1	4,714	824	4,613	752
311530 B0010	3078 DICKINSON DR	1/2 ACRE	1	5,659	989	5,538	902
311530 B0020	3082 SURRET LN	1/2 ACRE	1	5,659	989	5,538	902
311530 B0030	3081 SURRET LN	1/2 ACRE	1	5,659	989	5,538	902
311530 B0040	3086 DICKINSON DR	1/2 ACRE	1	5,659	989	5,538	902
311530 B0050	3090 DICKINSON DR	1/2 ACRE	1	5,659	989	5,538	902
311530 B0060	3094 HUGO LN	1/2 ACRE	1	5,659	989	5,538	902
311530 B0070	3093 HUGO LN	1/2 ACRE	1	5,659	989	5,538	902
311530 B0080	3098 DICKINSON DR	1/2 ACRE	1	5,659	989	5,538	902
311530 B0090	3102 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 B0100	3106 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 B0110	3110 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 B0120	3114 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 C0010	3161 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 C0020	3165 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 C0030	3169 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 C0040	3173 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 C0050	3187 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0010	3150 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0020	3154 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0030	3158 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0040	3162 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0050	3166 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0060	3170 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0070	3174 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0080	3178 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0090	3182 DUNBAR LN	1 ACRE	1	7,387	1,291	7,229	1,178
311530 D0100	3186 DUNBAR LN	1/2 ACRE	1	5,659	989	5,538	902
311530 D0110	3190 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 D0120	3194 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 D0130	3198 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 D0140	3202 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 D0150	3206 DUNBAR LN	100'	1	4,714	824	4,613	752
311530 D0160	3210 DUNBAR LN	100'	1	4,714	824	4,613	752

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
311622 B0010	3550 ESPLANADE WAY STE 1101	APT	248	512,685	89,585	501,728	81,758
311622 B0010	3550 ESPLANADE WAY OFC	COMMERCIAL-6	1.415	31,025	5,421	30,362	4,947
311626 C0030	1910 HILLBROOKE TRL STE 1	COMMERCIAL-4	0.907	19,889	3,475	19,464	3,172
311626 C0060	3680 ESPLANADE WAY	COMMERCIAL-4	0.937	20,547	3,590	20,107	3,277
311626 C0070	3673 COOLIDGE CT	COMMERCIAL-4	0.908	19,911	3,479	19,485	3,175
311626 C0090	3693 COOLIDGE CT	COMMERCIAL-4	1.390	30,480	5,325	29,828	4,861
311626 C0100	3692 COOLIDGE CT	COMMERCIAL-4	2.822	61,881	10,812	60,558	9,868
311626 C0120	3672 COOLIDGE CT	COMMERCIAL-4	0.924	20,261	3,540	19,828	3,231
311626 C0130	3664 COOLIDGE CT	COMMERCIAL-4	1.196	26,226	4,582	25,665	4,182
311626 C0140	3652 COOLIDGE CT	COMMERCIAL-4	1.194	26,182	4,574	25,622	4,175
311627 A0010	1960 GAINSBOROUGH DR	COMMERCIAL-4	1.070	23,463	4,099	22,961	3,742
311627 A0030	1977 QUAIL GROVE LN	COMMERCIAL-5	2.120	46,483	8,122	45,489	7,413
311627 A0050	1969 QUAIL GROVE LN	COMMERCIAL-4	2.770	60,740	10,613	59,442	9,686
311627 A0060	1965 QUAIL GROVE LN	COMMERCIAL-4	1.610	35,304	6,168	34,549	5,630
311627 A0070	1961 QUAIL GROVE LN	COMMERCIAL-7	3.620	79,371	13,869	77,675	12,657
311627 A0090	1953 QUAIL GROVE LN	COMMERCIAL-4	1.760	38,593	6,743	37,768	6,154
311627 A0100	1949 QUAIL GROVE LN	COMMERCIAL-4	2.390	52,408	9,157	51,288	8,357
311627 A0110	1950 GAINSBOROUGH DR	COMMERCIAL-4	1.560	34,208	5,977	33,477	5,455
311627 A0120	1949 GAINSBOROUGH DR	COMMERCIAL-4	1.370	30,041	5,249	29,399	4,791
311627 A0130	1959 GAINSBOROUGH DR	COMMERCIAL-4	1.470	32,234	5,632	31,545	5,140
312123 A0010	3045 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0020	3049 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0030	3053 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0040	3057 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0050	3061 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0060	3065 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0070	3069 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0080	3073 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0090	3077 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0100	3081 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0110	3085 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0120	3089 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0130	3093 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0140	3097 MERCHANTS ROW BLVD	TH	1	1,885	329	1,844	301
312123 A0150	4058 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0160	4062 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0170	4066 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0180	4070 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0190	4074 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0200	4078 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0210	4082 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0220	4086 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 A0230	3324 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0240	3320 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0250	3316 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0260	3312 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0270	3308 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0280	3304 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0290	3300 CALUMET DR	40'	1	2,203	385	2,156	351
312123 A0300	4213 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 A0310	4209 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 B0010	4098 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0020	4102 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0030	4106 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0040	4110 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0050	4114 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0060	4118 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0070	4122 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
312123 B0080	4126 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0090	4130 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0100	4134 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0110	4138 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0120	4142 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0130	4146 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0140	4150 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 B0150	3728 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 B0160	3724 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 B0170	3720 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 B0180	3716 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 B0190	4117 RALEIGH WAY	65'	1	3,299	577	3,229	526
312123 B0200	4113 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 B0210	4109 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 B0220	4105 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 B0230	4101 RALEIGH WAY	65'	1	3,299	577	3,229	526
312123 C0010	3717 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 C0020	3721 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 C0030	3725 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 C0040	3729 RIVERTON TRL	TH	1	1,885	329	1,844	301
312123 C0050	4178 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0060	4182 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0070	4186 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0080	4190 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0090	4194 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0100	4198 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0110	4240 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0120	4244 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0130	4248 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0140	4252 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0150	4256 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0160	4260 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 C0170	4263 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 C0180	4259 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 C0190	4255 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 C0200	4251 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 C0210	4247 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 C0220	4243 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 C0230	4239 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 C0240	4235 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0010	4264 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0020	4268 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0030	4272 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0040	4276 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0050	4280 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0060	4284 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0070	4288 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0080	4292 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0090	4296 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0100	4300 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0110	4304 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0120	4308 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0130	4312 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0140	4316 FOUR OAKS BLVD	TH	1	1,885	329	1,844	301
312123 D0150	3950 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0160	3946 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0170	3942 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0180	3938 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
312123 D0190	3934 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0200	3930 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0210	3926 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0220	3922 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0230	3918 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0240	3914 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0250	3910 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0260	3906 SHUMARD OAK BLVD	TH	1	1,885	329	1,844	301
312123 D0270	4293 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 D0280	4289 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 D0290	4285 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 D0300	4281 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 D0310	4277 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 D0320	4268 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 D0330	4274 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 D0340	4278 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 D0350	4282 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0360	4286 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0370	4290 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 D0380	4291 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0390	4287 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0400	4283 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0410	4279 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0420	4275 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0430	4271 RALEIGH WAY	40'	1	2,203	385	2,156	351
312123 D0440	4267 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 E0010	3705 RIVERTON TRL	65'	1	3,299	577	3,229	526
312123 E0020	3709 RIVERTON TRL	65'	1	3,299	577	3,229	526
312123 E0030	3713 RIVERTON TRL	65'	1	3,299	577	3,229	526
312123 E0040	4240 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 E0050	4246 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 E0060	4252 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 E0070	4258 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 E0080	4262 RALEIGH WAY	65'	1	3,299	577	3,229	526
312123 E0090	4273 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 E0100	4269 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 E0110	4265 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 E0120	4261 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 E0130	4257 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 F0010	4100 RALEIGH WAY	65'	1	3,299	577	3,229	526
312123 F0020	4104 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 F0030	4108 RALEIGH WAY	55'	1	2,673	467	2,616	426
312123 F0040	4116 RALEIGH WAY	65'	1	3,299	577	3,229	526
312123 F0050	3712 RIVERTON TRL	65'	1	3,299	577	3,229	526
312123 F0060	3708 RIVERTON TRL	65'	1	3,299	577	3,229	526
312123 F0070	3704 RIVERTON TRL	65'	1	3,299	577	3,229	526
312123 F0080	4229 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 F0090	4225 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 F0100	4221 SUMMERTREE DR	55'	1	2,673	467	2,616	426
312123 F0110	4217 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0010	4274 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0020	4270 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0030	4264 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0040	4260 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0050	4256 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0060	4246 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0070	4236 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0080	4232 SUMMERTREE DR	65'	1	3,299	577	3,229	526



Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
312123 G0090	4228 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0100	4224 SUMMERTREE DR	65'	1	3,299	577	3,229	526
312123 G0110	4212 SUMMERTREE DR	100'	1	4,714	824	4,613	752
312123 G0120	4208 SUMMERTREE DR	100'	1	4,714	824	4,613	752
312216 A0010	4520 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 A0020	4516 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 A0030	4512 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 A0070	3233 THOREAU AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 A0080	3229 THOREAU AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 B0010	4151 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 B0020	3218 SALINGER WAY	1/2 ACRE	1	5,659	989	5,538	902
312216 B0030	3222 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0040	3226 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0050	3230 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0060	3234 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0070	3238 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0080	3242 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0090	3246 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0100	3250 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 B0150	3241 THOREAU AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 C0010	3267 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0020	3271 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0030	3275 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0040	3279 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0050	3283 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0060	3287 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0070	3291 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0080	3295 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 C0090	3299 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 D0020	3254 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 D0030	3258 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 D0040	3262 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 D0050	3266 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 D0060	3268 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 D0070	3272 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 E0030	3282 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 E0040	3286 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 E0050	3290 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 E0060	3294 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 E0070	3298 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 F0010	4101 POE PL	85'	1	4,088	714	4,000	652
312216 F0020	4105 POE PL	85'	1	4,088	714	4,000	652
312216 F0050	4112 BILTMORE AVE	85'	1	4,088	714	4,000	652
312216 F0060	4108 BILTMORE AVE	85'	1	4,088	714	4,000	652
312216 F0070	4104 BILTMORE AVE	85'	1	4,088	714	4,000	652
312216 F0080	4100 BILTMORE AVE	85'	1	4,088	714	4,000	652
312216 G0010	4103 BECKETT RD	1/2 ACRE	1	5,659	989	5,538	902
312216 G0030	4109 BECKETT RD	85'	1	4,088	714	4,000	652
312216 G0040	4113 BECKETT RD	85'	1	4,088	714	4,000	652
312216 G0050	4117 BECKETT RD	85'	1	4,088	714	4,000	652
312216 G0080	4081 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 H0010	4093 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 H0110	4089 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 I0030	4121 FITZGERALD RD	85'	1	4,088	714	4,000	652
312216 J0050	4141 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 J0060	3240 THOREAU AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 J0070	3246 THOREAU AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 J0080	3252 THOREAU AVE	1/2 ACRE	1	5,659	989	5,538	902

Parcel ID	Address	Product Type	Asmt Units	Series 2013 Balance	Series 2013 Gross Asmt	Series 2024 Par Debt	Series 2024 Gross Asmt
312216 J0090	3258 THOREAU AVE	85'	1	4,088	714	4,000	652
312216 J0110	4118 FITZGERALD RD	85'	1	4,088	714	4,000	652
312216 J0120	4114 FITZGERALD RD	85'	1	4,088	714	4,000	652
312216 J0130	3253 UPDIKE AVE	85'	1	4,088	714	4,000	652
312216 K0010	4544 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 K0020	4540 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 K0030	4536 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 K0040	4532 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 K0050	4528 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 K0060	4524 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 K0070	4146 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 K0080	4142 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 K0090	4138 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 K0100	4134 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 K0110	4130 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 K0120	4126 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 L0010	4101 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 L0020	3258 UPDIKE AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 L0050	4097 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 M0010	4572 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0020	4568 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0030	4564 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0040	4560 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0050	4556 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0060	4552 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0070	4548 GROVE PARK DR	1/2 ACRE	1	5,659	989	5,538	902
312216 M0080	3240 UPDIKE AVE	1/2 ACRE	1	5,659	989	5,538	902
312216 M0090	4122 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 M0100	4118 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 M0110	4114 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 M0120	4110 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 M0130	4106 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 M0140	4102 FAULKNER LN	1/2 ACRE	1	5,659	989	5,538	902
312216 N0020	3255 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 N0030	3259 SALINGER WAY	85'	1	4,088	714	4,000	652
312216 N0040	3263 SALINGER WAY	85'	1	4,088	714	4,000	652
3120200030000	CAPITAL CIR SE	APT	168	347,303	60,687	339,880	55,384
<b>TOTAL</b>			<b>1,466,589</b>	<b>5,455,000</b>	<b>953,168</b>	<b>5,365,000</b>	<b>874,240</b>
<b>LESS LEON COUNTY DISCOUNTS / COLLECTION COSTS</b>					<b>(66,722)</b>		<b>(61,197)</b>
<b>NET</b>					<b>886,446</b>		<b>813,043</b>

Should land use change on the vacant properties above from the planned use shown, then the applicable benefit and resulting assessments for the actual land use will be applied, in accordance with the original adopted Methodology, as amended in 2013.

**TABLE 5**  
**Capital Region CDD**  
**Parcels with Overlapping Bond Debt**

Parcel ID	Address	Product Type	Series 2013 - (2024) Asmt Units	Series 2013 Par Debt Balance	Series 2013 Gross Annual Asmt	Projected Series 2024 Par Debt	Projected Series 2024 Gross Annual Asmt	Series 2018-1 Par Debt Balance	Series 2018-1 Gross Annual Asmt
3116360000010	2000 MERCHANTS ROW BLVD	APT	238	492,013	85,973	481,497	78,461	108,055	11,101
(AN ADDITIONAL 34 UNITS ON THIS PARCEL ARE ASSIGNED SERIES 2018-1 BOND DEBT AT AN APARTMENT RATE)									
3120200030000	CAPITAL CIR SE	APT	168	347,303	60,687	339,880	55,384	266,958	27,426
(AN ADDITIONAL 84 UNITS ON THIS PARCEL ARE ASSIGNED SERIES 2018-1 BOND DEBT AT AN APARTMENT RATE)									

DUE TO THE COMBINING OF PARCELS ORGINIATING FROM DIFFERENT ASSESSEMENT AREAS, THE PARCELS ABOVE ARE SUBJECT TO BOTH SERIES 2013 AND SERIES 2018-1 BOND DEBT. THE SERIES 2013 REFUNDING WILL NOT AFFECT THE SERIES 2018-1 BOND DEBT CURRENTLY OUTSTANDING.

*B.*

**RESOLUTION NO. 2024-07**

**A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2024, IN ONE OR MORE SERIES (THE "SERIES 2024 BONDS") IN ORDER TO CURRENTLY REFUND AND REDEEM ALL OF THE OUTSTANDING PRINCIPAL AMOUNT OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2013 (THE "REFUNDED BONDS"); ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, MAXIMUM MATURITY DATE, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2024 BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2024 BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF FOURTEENTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2024 BONDS; APPROVING THE FORM OF THE SERIES 2024 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2024 BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2024 BONDS; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2024 BONDS; APPROVING THE FORM OF THE ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THEREUNDER; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE REFUNDING OF THE REFUNDED BONDS; APPOINTING A VERIFICATION AGENT; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2024 BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR**

**THE SECRETARY, AS THE CASE MAY BE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors of Capital Region Community Development District (the "Board" and the "District," respectively) has determined to proceed at this time with the sale and issuance of Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds") to be issued under and pursuant to a Master Trust Indenture, dated as of March 1, 2001 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), as supplemented by a Fourteenth Supplemental Trust Indenture to be dated as of the first day of the first month and year in which the Series 2024 Bonds are issued thereunder (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture") between the District and the Trustee, in order to currently refund and redeem all of the Outstanding principal amount of the District's Capital Improvement Revenue Refunding Bonds, Series 2013 (the "Refunded Bonds");

**WHEREAS**, the Board has determined that in order to achieve debt service savings, it is advisable at this time to proceed with the current refunding and redemption of all of the Refunded Bonds and given the nature of the market, the necessity for moving rapidly and the nature of the security for the Series 2024 Bonds, it is necessary and desirable for the Series 2024 Bonds to be sold by negotiated sale rather than competitive bid;

**WHEREAS**, the Board has received a proposal from MBS Capital Markets, LLC (the "Underwriter") for the purchase of the Series 2024 Bonds within parameters to be established by the Board and the Board has determined that authorization of the Chairman or other designated person to enter into a Bond Purchase Agreement (the "Purchase Agreement") in substantially the form attached hereto as Exhibit A for the sale of the Series 2024 Bonds to the Underwriter within the Parameters (hereinafter defined) herein set forth is in the best interests of the District for the reasons hereafter indicated; and

**WHEREAS**, in conjunction with the sale and issuance of the Series 2024 Bonds, it is necessary to approve the form of the Supplemental Indenture, to establish the parameters for the delegated award of the Series 2024 Bonds as set forth in Schedule I attached hereto (the "Parameters"), to authorize the Chairman to approve the use of the Preliminary Limited Offering Memorandum relating to the Series 2024 Bonds and the form of the final Limited Offering Memorandum, to approve the form of the Series 2024 Bonds and to provide for various other matters with respect to the Series 2024 Bonds and the refunding and redemption of all of the Refunded Bonds.

**NOW, THEREFORE, BE IT RESOLVED** that:

**1. Definitions.** All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture.

**2. Award.** The Purchase Agreement in the form attached hereto as Exhibit A is hereby approved in substantial form and the sale of the Series 2024 Bonds to the Underwriter upon the terms and conditions therein set forth, but within the Parameters, is hereby approved. The Chairman is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the District, with such changes, additions, deletions and insertions as shall be approved by the official executing such Purchase Agreement, which approval shall be conclusively evidenced by the execution and delivery thereof. In the absence or unavailability of the Chairman, the Vice Chairman is authorized and directed to execute the Purchase Agreement, and in the absence or unavailability of the Vice Chairman, any other member of the Board is authorized and directed to execute the Purchase Agreement. The Purchase Agreement, when executed and delivered by the District and the Underwriter, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**3. Negotiated Sale.** The Board hereby determines that a negotiated sale of the Series 2024 Bonds to the Underwriter is in the best interests of the District because the market for instruments such as the Series 2024 Bonds is limited, because of prevailing market conditions and because the delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the Series 2024 Bonds.

**4. Approval of Form of Supplemental Indenture; Ratification of Master Indenture; Appointment of Trustee, Paying Agent and Bond Registrar.** Attached hereto as Exhibit B is the form of Supplemental Indenture, which is hereby authorized and approved in substantial form, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Supplemental Indenture and the Chairman is hereby authorized to deliver to the Trustee the Supplemental Indenture which, when executed and delivered by the Trustee, shall constitute a legal, valid and binding obligation of the District, enforceable in accordance with its terms. The Master Indenture as executed and delivered and the appointment of U.S. Bank Trust Company, National Association, as successor Trustee, Paying Agent and Bond Registrar under the Master Indenture is hereby ratified and confirmed and U.S. Bank Trust Company, National Association is hereby appointed as Trustee, Paying Agent and Bond Registrar under the Supplemental Indenture.

**5. Description of Series 2024 Bonds.** The Series 2024 Bonds shall be dated as of their date of delivery and may be issued in one or more Series having

such details as shall be set forth in the Purchase Agreement and as reflected in the Supplemental Indenture, but within the Parameters. The Series 2024 Bonds may be signed by the manual or facsimile signature of the Chairman and attested by the manual or facsimile signature of the Secretary. The Series 2024 Bonds shall, subject to the Parameters, be subject to redemption on the terms, at the times and prices and in the manner provided in the Purchase Agreement and in the form of Series 2024 Bonds attached to the Supplemental Indenture, which form is hereby approved, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest and seal the Series 2024 Bonds and the Chairman is hereby authorized to deliver to the Trustee for authentication and delivery to the Underwriter upon payment by the Underwriter of the purchase price therefor, the Series 2024 Bonds which, when authenticated and delivered by the Trustee, shall be legal, valid and binding obligations of the District, enforceable in accordance with their terms.

**6. Approval of Form of Preliminary Limited Offering Memorandum and Limited Offering Memorandum; Approval of Form of Continuing Disclosure Agreement.** The Chairman is hereby authorized to approve the form and content of the Preliminary Limited Offering Memorandum, which is attached hereto in substantial form as Exhibit C (the "Preliminary Limited Offering Memorandum") with such changes, additions, deletions and insertions as shall be approved by the Chairman prior to its distribution and the final form of which is to be dated the date of execution and delivery of the Purchase Agreement (the "Limited Offering Memorandum") relating to the Series 2024 Bonds. The Chairman is hereby authorized to execute on behalf of the District such Limited Offering Memorandum with such changes, additions, deletions and insertions as the Chairman may approve (such approval to be conclusively evidenced by the execution of the Limited Offering Memorandum, if required), and to deliver such Limited Offering Memorandum to the Underwriter in sufficient quantities for use by the Underwriter in marketing the Series 2024 Bonds. The Chairman is hereby authorized to deem "final" the Preliminary Limited Offering Memorandum, as of its date, for the purposes and within the meaning of Rule 15c2-12 (the "Rule") of the Securities Exchange Act of 1934, as amended (except for permitted omissions within the meaning of the Rule concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings or other terms dependent upon such matters, and except for such technical and conforming changes which shall be approved by the Chairman which approval shall be evidenced by the execution thereof, if required).

The Continuing Disclosure Agreement relating to the Series 2024 Bonds in the form attached hereto as Exhibit D is hereby approved in substantial form, subject to such changes, additions, deletions and insertions as shall be approved by



the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Continuing Disclosure Agreement which, when executed and delivered by the District, shall be the legal, valid and binding obligation of the District, enforceable in accordance with its terms.

**7. Open Meetings.** It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Series 2024 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**8. Deposits to Funds and Accounts; Approval of Form of Escrow Deposit Agreement; Appointment of Escrow Agent.** The Trustee is hereby authorized and directed to apply the proceeds of the Series 2024 Bonds in the amounts and in the manner set forth in Section 402 of the Supplemental Indenture.

Amounts on deposit in the Funds and Accounts for the Refunded Bonds shall be applied as directed by the Chairman in a certificate directed to the Trustee and delivered at the closing on the Series 2024 Bonds, subject to the approval of Bond Counsel.

The Escrow Deposit Agreement (the "Escrow Agreement"), between the District and U.S. Bank Trust Company, National Association, relating to the Refunded Bonds shall be substantially in the form attached hereto as Exhibit E, subject to such changes, additions, deletions and insertions as shall be approved by the Chairman, which approval shall be conclusively evidenced by the execution thereof. The Chairman is hereby authorized to execute and the Secretary is authorized to attest the Escrow Agreement which, when executed and delivered by the District, shall be a legal, valid and binding obligation of the District, enforceable in accordance with its terms. U.S. Bank Trust Company, National Association is hereby appointed as Escrow Agent under the Escrow Agreement.

**9. Refunding of the Refunded Bonds; Execution and Delivery of Other Instruments; Appointment of Verification Agent.** The Board hereby authorizes and approves the refunding of the Refunded Bonds. The Board hereby authorizes the Chairman and the Secretary to execute and deliver, receive or enter into such agreements, contracts, documents, instruments, certificates and proceedings incident thereto or necessary in order to effect the refunding of the Refunded Bonds and the issuance, sale and delivery of the Series 2024 Bonds.

The Chairman is hereby authorized and directed to appoint Causey, Demgen & Moore, P.C. as verification agent if required in connection with the transactions contemplated hereby.

**10. Other Actions.** The Chairman, the Secretary, and all other members, officers, agents, and employees of the Board and the District, including without limitation Assistant Secretaries, District Manager, District Engineer or Consulting Engineer, as applicable, methodology consultant, Underwriter and various counsels to the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Series 2024 Bonds and the consummation of all transactions in connection therewith, including the execution of all certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, the Indenture, this Resolution, the Continuing Disclosure Agreement, the Escrow Agreement and the Purchase Agreement, in all cases within the Parameters.

The Vice Chairman or, in the absence of the Vice Chairman, any other Board member is hereby authorized to act in the stead of the Chairman in any undertaking authorized or required of the Chairman hereunder and any Assistant Secretary is hereby authorized to act in the stead of the Secretary in any undertaking authorized or required of the Secretary hereunder.

**11. Supplemental Assessment Methodology.** The Board hereby approves the form of the Series 2024 Refunding Bonds Supplemental Assessment Methodology (Refunding the Series 2013 Bonds) dated June 13, 2024 (the "Supplemental Assessment Methodology"), attached here to as Exhibit F for the limited purpose of its inclusion in the Preliminary Limited Offering Memorandum. The Supplemental Assessment Methodology shall be in substantially the form attached hereto with such changes, additions, deletions and insertions as shall be approved by the Chairman.

**12. Approval of Prior Actions.** All actions taken to date by the members of the Board and the officers, agents and consultants of the District in furtherance of the issuance of the Series 2024 Bonds are hereby approved, confirmed and ratified.

**13. Severability.** If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

14. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED** in Public Session of the Board of Supervisors of Capital Region Community Development District, this 13<sup>th</sup> day of June, 2024.

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

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

\_\_\_\_\_  
Chairman/Vice Chairman,  
Board of Supervisors

- Exhibit A – Form of Purchase Agreement
- Exhibit B – Form of Supplemental Indenture
- Exhibit C – Form of Preliminary Limited Offering Memorandum
- Exhibit D – Form of Continuing Disclosure Agreement
- Exhibit E – Form of Escrow Deposit Agreement
- Exhibit F – Form of Supplemental Assessment Methodology

**SCHEDULE I  
PARAMETERS**

Maximum Principal Amount:	Not to Exceed \$5,455,000
Minimum Annual Debt Service Reduction:	4.5%
Underwriting Discount:	Maximum 1.5%
Not to Exceed Maturity Date:	May 1, 2032

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT  
(Tallahassee, Florida)**

\${\_\_\_\_\_}

**Capital Improvement Revenue Refunding Bonds, Series 2024**

July [\_\_], 2024

**BOND PURCHASE AGREEMENT**

Capital Region Community Development District  
Tallahassee, Florida

Ladies and Gentlemen:

MBS Capital Markets, LLC (the “Underwriter”) offers to enter into this Bond Purchase Agreement with the Capital Region Community Development District (the “District” or the “Issuer”). This offer is made subject to written acceptance hereof by the Issuer at or before 11:59 p.m., New York time, on the date hereof. If not so accepted, this offer will be subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to the acceptance hereof by the Issuer. Capitalized terms that are not defined herein shall have the meanings ascribed to such terms in the Limited Offering Memorandum or the Indenture, as applicable, each as defined herein.

1. **Purchase and Sale.** Upon the terms and conditions and in reliance on the representations, warranties, covenants and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all (but not less than all) of its \${\_\_\_\_\_} Capital Improvement Revenue Refunding Bonds, Series 2024 (the “Series 2024 Bonds”). The Series 2024 Bonds shall be dated as of the date of their delivery and shall be payable on the dates and in the principal amounts, bear such rates of interest and be subject to redemption, all as set forth in Exhibit A attached hereto. Interest on the Series 2024 Bonds is payable semi-annually on May 1 and November 1 each year, commencing November 1, 2024. The aggregate purchase price for the Series 2024 Bonds shall be \${\_\_\_\_\_} (representing the aggregate par amount of the Series 2024 Bonds of \${\_\_\_\_\_}, [less/plus] [net] original issue [discount/premium] and less an Underwriter’s discount on the Series 2024 Bonds of \${\_\_\_\_\_}).

The disclosure statement required by Section 218.385, Florida Statutes, is attached hereto as Exhibit B.

2. **The Series 2024 Bonds.** The Series 2024 Bonds are authorized and issued pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), and Chapter 42CC-1, Florida Administrative Code, adopted by the Florida Land & Water Adjudicatory Commission on February 28, 2000. The District was established for the purposes, among others, of financing and managing the acquisition, construction, installation, maintenance and operation of the major infrastructure necessary for development in the community known as “SouthWood.” The Series 2024 Bonds are being issued pursuant to the Act and a Master Trust Indenture, dated as of March 1, 2001 (the “Master Indenture”), between the District and U.S. Bank Trust Company, National Association, as successor in interest to SunTrust Bank, as trustee (the “Trustee”), as supplemented by a Fourteenth Supplemental Trust Indenture, dated as of July 1, 2024, between the District and the Trustee (the “Fourteenth Supplemental Indenture,” and, together with the Master Indenture, the “Indenture”), and Resolution Nos. 2000-20 and 2024-[ ] adopted by the District on August 24, 2000 and June [ ], 2024, respectively (together, the “Bond Resolutions”), authorizing the issuance of the Series 2024 Bonds. The Series 2024 Assessments comprising the Series 2024 Pledged Revenues will be levied by the Issuer on lands within the District specially benefited by the 2002A Project pursuant to Resolutions 2000-18, 2000-19, 2000-22, and 2024-[ ] duly adopted by the Board (collectively, the “Assessment Resolutions”). The Series 2024 Bonds shall be as described in, and shall be issued and secured pursuant to, the provisions of the Indenture. The Issuer will also enter into: (a) a Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) with Governmental Management Services, LLC, as dissemination agent; (b) the Escrow Deposit Agreement with the Trustee, as escrow agent (the “Escrow Agreement”); and (c) this Bond Purchase Agreement. For purposes hereof, this Bond Purchase Agreement, the Indenture, the Continuing Disclosure Agreement, and the Escrow Agreement are referred to herein collectively as the “Financing Documents.”

The Series 2024 Bonds are being issued to, together with other funds of the District: (i) currently refund and redeem all of the Outstanding Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2013; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; and (iii) pay the interest to become due on the Series 2024 Bonds on November 1, 2024.

The principal of and interest on the Series 2024 Bonds are payable from and secured by the Series 2024 Trust Estate, which includes the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds. The Series 2024 Pledged Revenues consist primarily of the revenues derived by the District from non-ad valorem special assessments levied against certain lands in the District that are subject to assessment and specially benefiting from the 2002A Project or any portion thereof (the “Series 2024 Assessments”). The Series 2024 Pledged Funds include all of the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Indenture.

3. **Delivery of Limited Offering Memorandum and Other Documents.** (a) Prior to the date hereof, the Issuer provided to the Underwriter for its review the Preliminary Limited Offering Memorandum dated [ ] [ ], 2024 (the “Preliminary Limited Offering Memorandum”), that the Issuer deemed final as of its date, except for certain permitted omissions

(the “permitted omissions”), as contemplated by Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) in connection with the pricing of the Series 2024 Bonds. The Issuer hereby confirms that the Preliminary Limited Offering Memorandum was deemed final as of its date, except for the permitted omissions.

(b) The Issuer shall deliver, or cause to be delivered, at its expense, to the Underwriter within seven (7) business days after the date hereof or use good faith to deliver within such shorter period as may be requested by the Underwriter and at least three (3) business days prior to the date the Series 2024 Bonds are delivered to the Underwriter, or within such other period as the Underwriter may inform the Issuer which is necessary for the Underwriter to comply with regulations of the Municipal Securities Rulemaking Board (“MSRB”) in order to accompany any confirmation that requests payment from any customer, sufficient copies of the final Limited Offering Memorandum (“Limited Offering Memorandum”) to enable the Underwriter to fulfill its obligations pursuant to the securities laws of Florida and the United States, in form and substance satisfactory to the Underwriter. In determining whether the number of copies to be delivered by the Issuer are reasonably necessary, at a minimum, the number shall be determined by the Underwriter and conveyed to the Issuer as shall be sufficient to enable the Underwriter to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under Florida and federal securities laws generally.

The Underwriter agrees to file the Limited Offering Memorandum in accordance with applicable MSRB rules.

The Issuer authorizes, or ratifies as the case may be, the use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2024 Bonds. The Underwriter agrees that it will not confirm the sale of any Series 2024 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Limited Offering Memorandum.

(c) From the date hereof until the earlier of (i) ninety (90) days from the “end of the underwriting period” (as defined in the Rule), or (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if the Issuer has knowledge of the occurrence of any event which may make it necessary to amend or supplement the Limited Offering Memorandum in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter and if, in the reasonable opinion of the Issuer or the reasonable opinion of the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Limited Offering Memorandum, the Issuer, at its expense (unless such event was caused by the Underwriter), shall promptly prepare an appropriate amendment or supplement thereto (and file or cause to be filed the same with the MSRB, and mail such amendment or supplement to each record owner of Series 2024 Bonds) so that the statements in the Limited Offering Memorandum as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading,

in a form and in a manner reasonably approved by the Underwriter. The Issuer will promptly notify the Underwriter of the occurrence of any event of which it has knowledge, which, in its opinion, is an event described in the preceding sentence. The amendments or supplements that may be authorized for use with respect to the Series 2024 Bonds are hereinafter included within the term “Limited Offering Memorandum.”

4. **Authority of the Underwriter.** The Underwriter is duly authorized to execute this Bond Purchase Agreement and to perform its obligations hereunder. The Underwriter hereby represents that neither it nor any “person” or “affiliate” has been on the “convicted vendor list” during the past thirty-six (36) months, as all such terms are defined in Section 287.133, Florida Statutes, as amended.

5. **Offering and Sale of Series 2024 Bonds.** The Underwriter agrees to make a bona fide limited offering to “accredited investors” representing the general public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriter or wholesalers) of all of the Series 2024 Bonds at not in excess of the initial public offering price or prices (or below the yield or yields) set forth in Exhibit A hereto; provided, however, that the Underwriter may (i) offer and sell the Series 2024 Bonds to certain bond houses, brokers or to similar persons or organizations acting in the capacity of underwriters or wholesalers at prices lower than the public offering prices set forth in Exhibit A hereto, and (ii) change such initial offering prices (or yields) as the Underwriter deems necessary in connection with the marketing of the Series 2024 Bonds. The Issuer hereby authorizes the Underwriter to use the Limited Offering Memorandum in connection with the limited public offering and sale of the Series 2024 Bonds and ratifies and confirms the distribution and use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with such limited public offering and sale.

6. **Issuer Representations, Warranties, Covenants and Agreements.** The Issuer represents and warrants to and covenants and agrees with the Underwriter that, as of the date hereof and as of the date of the Closing (hereinafter defined):

(a) The District is a local unit of special purpose government, duly organized and established and validly existing under the Act and the Constitution and laws of the State of Florida, with full legal right, power and authority to: (i) adopt the Bond Resolutions and the Assessment Resolutions; (ii) enter into the Financing Documents; (iii) sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein; (iv) apply the proceeds of the sale of the Series 2024 Bonds for the purposes described in the Limited Offering Memorandum; (v) authorize the distribution of the Preliminary Limited Offering Memorandum and the execution of the Limited Offering Memorandum; (vi) carry out and consummate the transactions contemplated by the Bond Resolutions, the Assessment Resolutions, the Financing Documents and the Limited Offering Memorandum; and (vii) levy and collect the Series 2024 Assessments that will secure the Series 2024 Bonds. The Issuer has complied, and at the Closing will be in compliance in all respects, with the terms of the Act and with the obligations on its part contained in the Financing Documents and the Series 2024 Bonds.



(b) The District has complied, and at Closing will be in compliance in all respects, with the Bond Resolutions, the Assessment Resolutions, the Act, and the Constitution and laws of the State of Florida in all matters relating to the Financing Documents and the Series 2024 Bonds, and the imposition, levy and collection of the Series 2024 Assessments.

(c) The District has duly authorized and approved (and, with respect to the final Series 2024 Assessments, will duly authorize and approve) (1) the execution and delivery, or adoption, as the case may be, and performance of the Financing Documents, the Bond Resolutions, the Assessment Resolutions, the Series 2024 Assessments and the Series 2024 Bonds, (2) the use and distribution of the Preliminary Limited Offering Memorandum and the delivery and distribution of the Limited Offering Memorandum, and (3) the taking of any and all such action as may be required on the part of the District to carry out, give effect to and consummate the transactions contemplated by the Financing Documents, the Bond Resolutions, the Assessment Resolutions, the Series 2024 Assessments, the Series 2024 Bonds and the Limited Offering Memorandum.

(d) Each of the Financing Documents constitutes, or will at Closing constitute, a legally valid and binding obligation of the District enforceable in accordance with its terms, and, upon due authorization, execution and delivery thereof by the parties thereto, will constitute a legal, valid and binding obligation of the District enforceable in accordance with its terms.

(e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Series 2024 Bonds will have been duly authorized, executed, authenticated, issued and delivered and will constitute legal, valid and binding special obligations of the District, conforming to the Act, and entitled to the benefit and security of the Indenture.

(f) Upon the execution, authentication, issuance and delivery of the Series 2024 Bonds as aforesaid, the Indenture will provide, for the benefit of the holders from time to time of the Series 2024 Bonds, a legally valid and binding pledge of and a security interest in and to the Series 2024 Trust Estate pledged to the Series 2024 Bonds, subject only to the provisions of the Indenture permitting the application of such Series 2024 Trust Estate for the purposes and on the terms and conditions set forth in the Indenture.

(g) Other than any approvals that might be required under the securities laws of any state, no approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency or authority or any other entity not already obtained or made, or to be made simultaneously with the issuance of the Series 2024 Bonds, is required to be obtained by the District in connection with the issuance and sale of the Series 2024 Bonds, or the execution and delivery by the District of, or the due performance of its obligations under, the Financing Documents and the Series 2024 Bonds, and any such approvals, permits, consents or authorizations so obtained are in full force and effect.

(h) The District is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State of Florida or the United States, the Financing Documents, the Series 2024 Bonds or any applicable judgment or decree or any other loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, that could have a materially adverse effect on the business or operations of the District, and the District has not received notice that any event of default by the District has occurred and is continuing under any such instrument.

(i) The execution and delivery by the District of the Financing Documents, the Series 2024 Bonds and any other instrument to which the District is a party and which is used or contemplated for use in conjunction with the transactions contemplated by the Financing Documents, the Series 2024 Bonds or the Limited Offering Memorandum, and the compliance with the provisions of each such instrument and the consummation of any transactions contemplated hereby and thereby, will not conflict with or constitute a breach of, or default under any indenture, contract, agreement, or other instrument to which the District is a party or by which it is bound, or to the best of its knowledge under any provision of the Constitution of the State of Florida or any existing law, rule, regulation, ordinance, judgment, order or decree to which the District (or any of its supervisors or officers in their respective capacities as such) or its properties is subject.

(j) Except as disclosed in the Limited Offering Memorandum, there is no action, suit, hearing, inquiry or investigation, at law or in equity, before or by any court, public board, agency or body, pending or, to the best knowledge of the District, threatened against the District or any of its supervisors in their respective capacities as such, in which an unfavorable decision, ruling or finding would, in any material way, adversely affect (1) the transactions contemplated by the Financing Documents, the Series 2024 Bonds or the proceedings relating to the Series 2024 Assessments, (2) the organization, existence or powers of the District or any of its supervisors or officers in their respective capacities as such, (3) the business, properties or assets or the condition, financial or otherwise, of the District, (4) the validity or enforceability of the Series 2024 Bonds, the Financing Documents, the Series 2024 Assessments or any other agreement or instrument to which the District is a party and which is used or contemplated for use in the transactions contemplated hereby or by the Indenture, (5) the exclusion from gross income for federal income tax purposes of the interest on the Series 2024 Bonds, (6) the exemption under the Act of the Series 2024 Bonds and the interest thereon from taxation imposed by the State of Florida, (7) the legality of investment in the Series 2024 Bonds for certain investors as provided in the Act, (8) the issuance, sale or delivery of the Series 2024 Bonds, or (9) the collection of the Series 2024 Assessments and the pledge thereof under the Indenture to pay the principal or premium, if any, or interest on the Series 2024 Bonds.

(k) Other than as stated in the Limited Offering Memorandum, the District has not issued, assumed or guaranteed any indebtedness, incurred any material liabilities, direct or contingent, or entered into any contract or arrangement of any kind payable from or secured by

a pledge of the Series 2024 Trust Estate pledged to the Series 2024 Bonds with a lien thereon prior to or on a parity with the lien of the Series 2024 Bonds.

(l) Between the date of this Bond Purchase Agreement and the date of the Closing, the District will not, without the prior written consent of the Underwriter, incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the District, other than (1) as contemplated by the Limited Offering Memorandum, or (2) in the ordinary course of business.

(m) Any certificates signed by any official of the District authorized to do so shall be deemed a representation and warranty by the District to the Underwriter as to the statements made therein.

(n) No representation or warranty by the District in this Bond Purchase Agreement nor any statement, certificate, document or exhibit furnished to or to be furnished by the District pursuant to this Bond Purchase Agreement or the Limited Offering Memorandum or in connection with the transactions contemplated hereby contains or will contain on the date of Closing any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or the Underwriter or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "TAX MATTERS," and "UNDERWRITING."

(o) The District is not in default and has not been in default at any time after December 31, 1975, as to principal or interest with respect to any obligations issued or guaranteed by the District.

7. **The Closing.** At 12:00 noon, New York time, on July [\_\_\_], 2024, or at such earlier or later time or date to which the Issuer and the Underwriter may mutually agree, the Issuer will, subject to the terms and conditions hereof, deliver the Series 2024 Bonds to the Underwriter in full book-entry form, duly executed, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Underwriter will accept such delivery and pay the aggregate purchase price of the Series 2024 Bonds as set forth in Paragraph 1 hereof (such delivery of and payment for the Series 2024 Bonds is herein called the "Closing"). The Issuer shall cause CUSIP identification numbers to be printed on the Series 2024 Bonds, but neither the failure to print such number on any Series 2024 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Series 2024 Bonds in accordance with the terms of this Bond Purchase Agreement. The Closing shall occur at the offices of the Issuer, or such other place to which the Issuer and the Underwriter shall have mutually agreed. The Series 2024 Bonds shall be prepared and delivered as fully registered bonds in such authorized denominations and registered in full book-entry form in the

name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York (“DTC”) and shall be delivered to DTC during the business day prior to the Closing for purposes of inspection, unless the DTC “F.A.S.T.” procedure is used which requires the Bond Registrar to retain possession of the Series 2024 Bonds.

8. **Closing Conditions.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the District contained herein and contained in the documents and instruments delivered at the Closing, and upon the performance by the District of its obligations hereunder, as of the date of the Closing. Accordingly, the Underwriter’s obligations under this Bond Purchase Agreement to cause the purchase, acceptance of delivery and payment for the Series 2024 Bonds shall be subject to the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the District contained herein shall be true, complete and correct on and as of the date of the Closing, the statements made in all certificates and other documents delivered to the Underwriter at the Closing shall be true, complete and correct as of the date of Closing, and the District shall be in compliance with each of the agreements made by it in this Bond Purchase Agreement and the Indenture as of the date of Closing;

(b) At the Closing, (1) the Financing Documents, the Bond Resolutions, the Assessment Resolutions, and the Series 2024 Assessments shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and the District shall have adopted and there shall be in full force and effect such additional agreements therewith and in connection with the issuance of the Series 2024 Bonds all such action as in the reasonable opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (2) the Limited Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (3) there shall not have occurred any event that causes the Limited Offering Memorandum or any amendment or supplement thereto to contain an untrue or misleading statement of fact that in the opinion of the Underwriter or its counsel is material or omits to state a fact that in the opinion of the Underwriter or its counsel is material and necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (4) the District shall perform or shall have performed all of its obligations under or specified in the Financing Documents to be performed at or prior to the Closing, and (5) the Series 2024 Bonds shall have been duly authorized, executed, authenticated and delivered;

(c) At or prior to the Closing, the Underwriter and the District shall have received executed or certified copies of the following documents:

(1) The Bond Resolutions and the Assessment Resolutions, certified by an authorized officer of the District under its seal as true and correct copies and as having

been adopted with only such amendments, modifications or supplements as may have been approved by the Underwriter;

(2) The Limited Offering Memorandum and each supplement or amendment, if any, thereto;

(3) A certificate of the District, dated the date of Closing, signed on its behalf by officers authorized by the Bond Resolutions, in substantially the form of Exhibit C hereto;

(4) An opinion, dated the date of Closing, of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, substantially in the form attached as an Appendix to the Limited Offering Memorandum;

(5) An opinion of Bond Counsel to the effect that Bond Counsel has reviewed the statements contained in the Limited Offering Memorandum under the sections captioned "DESCRIPTION OF THE SERIES 2024 BONDS" (other than the portion thereof captioned "Book-Entry Only System" and other than any information therein relating to DTC or the book-entry system, as to which no opinion is expressed) and "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS" and, insofar as such statements purport to be summaries of certain provisions of the Series 2024 Bonds, the Act and the Indenture, they constitute a fair summary of the information purported to be summarized therein, and the statements in the Limited Offering Memorandum on the cover relating to Bond Counsel's opinion and under the caption "TAX MATTERS" are accurate statements or summaries of the matters therein set forth;

(6) An opinion, dated the date of Closing, of Kutak Rock LLP, Tallahassee, Florida, District Counsel, in substantially the form of Exhibit D hereto;

(7) A copy of the Series 2024 Refunding Bonds Supplemental Assessment Methodology Report dated [\_\_\_\_] [\_\_\_], 2024 (the "Assessment Report"), and a certificate from Governmental Management Services, LLC, as Assessment Consultant, in substantially the form attached hereto as Exhibit E;

(8) An opinion, dated the date of Closing, of Bryant Miller Olive P.A., Orlando, Florida, Counsel to the Underwriter (the "Underwriter's Counsel"), in form and substance satisfactory to the Underwriter;

(9) An opinion, dated the date of Closing and addressed to the Underwriter and the Issuer, of counsel to the Trustee and Escrow Agent, in form and substance acceptable to the Underwriter and Issuer and a customary authorization and incumbency certificate, dated the date of Closing, signed by authorized officers of the Trustee and Escrow Agent;

(10) A certificate, dated the date of Closing, of the authorized officers of the District to the effect that, on the basis of the facts, estimates and circumstances in effect on the date of Closing, it is not expected that the proceeds of the Series 2024 Bonds will be used in a manner that would cause the Series 2024 Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

(11) Specimen copies of the Series 2024 Bonds;

(12) A copy of the executed DTC Blanket Issuer Letter of Representations between the District and DTC;

(13) Executed Financing Documents;

(14) Evidence of compliance with the requirements of Section 189.051 and Section 215.84(3), Florida Statutes;

(15) An opinion of Bond Counsel regarding the defeasance of the Refunded Bonds;

(16) A Verification Report of Causey Demgen & Moore, P.C., relating to the defeasance of the Refunded Bonds; and

(17) Such additional legal opinions, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the tax exempt character of the Series 2024 Bonds, which certificates shall be satisfactory in form and substance to Bond Counsel), and other evidence as the Underwriter, Bond Counsel or Underwriter’s Counsel may deem necessary to evidence the truth and accuracy as of the Closing of the representations and warranties of the District herein contained and of the information contained in the Limited Offering Memorandum and the due performance and satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by it.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance as set forth herein or as described herein or as otherwise satisfactory to the Underwriter. Receipt of, and payment for, the Series 2024 Bonds shall constitute evidence of the satisfactory nature of such as to the Underwriter. The performance of any and all obligations of the District hereunder and the performance of any and all conditions herein for the benefit of the Underwriter may be waived by the Underwriter in its sole discretion.

If the District shall be unable to satisfy the conditions to the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2024 Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to cause the purchase, acceptance of delivery and payment for the Series 2024 Bonds shall be terminated for any reason

permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate, and neither the Underwriter nor the District shall be under any further obligation hereunder, but the respective obligations of the Underwriter and the District set forth in Section 10 hereof shall continue in full force and effect.

9. **Termination.** The Underwriter may terminate this Bond Purchase Agreement by written notice to the Issuer in the event that between the date hereof and the Closing:

(a) the marketability of the Series 2024 Bonds or the market price thereof, in the reasonable opinion of the Underwriter, has been materially adversely affected by an amendment to the Constitution of the United States or by any legislation (other than any actions taken by either House of Congress on or prior to the date hereof) (i) enacted or adopted by the United States, (ii) recommended to the Congress or otherwise endorsed for passage, by press release, other form of notice or otherwise, by the President of the United States, the chair or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, the Treasury Department of the United States or the Internal Revenue Service, or (iii) favorably reported out of the appropriate Committee for passage to either House of the Congress by any full Committee of such House to which such legislation has been referred for consideration, or by any decision of any court of the United States or by any order, rule or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority or regulatory body of the United States, or by a release or announcement or communication issued or sent by the Treasury Department or the Internal Revenue Service of the United States, or any comparable legislative, judicial or administrative development affecting the federal tax status of the Issuer, its property or income, obligations of the general character of the Series 2024 Bonds, as contemplated hereby, or the interest thereon; or

(b) any legislation, rule, or regulation shall be introduced in, or be enacted or adopted in the State of Florida, or a decision by any court of competent jurisdiction within the State of Florida shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2024 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2024 Bonds to be purchased by it; or

(c) any amendment to the Limited Offering Memorandum is proposed by the Issuer or deemed necessary by Bond Counsel or the Underwriter which, in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2024 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2024 Bonds to be purchased by it; or

(d) there shall have occurred any outbreak or escalation of hostility, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriter, impractical or inadvisable to proceed with the offering or delivery of the Series 2024 Bonds as contemplated by the Limited Offering Memorandum (exclusive of any amendment or supplement thereto); or

(e) legislation shall be enacted or adopted, or any action shall be taken by, or on behalf of, the Securities and Exchange Commission which, in the reasonable opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2024 Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any laws analogous thereto relating to governmental bodies, and compliance therewith cannot be accomplished prior to the Closing; or

(f) legislation shall be introduced by amendment or otherwise in or be enacted by, the House of Representatives or the Senate of the Congress of the United States, or a decision by a Court of the United States of America shall be rendered, or a stop order, ruling, release, regulation, official statement or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental authority having jurisdiction of the subject matter of the Series 2024 Bonds shall have been proposed, issued or made (which is beyond the control of the Underwriter or the Issuer to prevent or avoid) to the effect that the issuance, offering or sale of the Series 2024 Bonds as contemplated hereby or by the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Series 2024 Bonds is or would be in violation of any of the federal securities laws at Closing, including the Securities Act of 1933, as amended and then in effect, the Securities Exchange Act of 1934, as amended and then in effect, or the Trust Indenture Act of 1939, as amended and then in effect, or with the purpose or effect of otherwise prohibiting the offering and sale of obligations of the general character of the Series 2024 Bonds, or the Series 2024 Bonds, as contemplated hereby; or

(g) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or proceedings under the federal or State of Florida bankruptcy laws shall have been instituted by the Issuer, in either case the effect of which, in the reasonable judgment of the Underwriter, is such as to materially and adversely affect (i) the market price or the marketability of the Series 2024 Bonds, or (ii) the ability of the Underwriter to enforce contracts for the sale of the Series 2024 Bonds; or

(h) a general banking moratorium shall have been declared by the United States, New York or Florida authorities, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2024 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2024 Bonds to be purchased by it; or

(i) any national securities exchange, or any governmental authority, shall impose, as to the Series 2024 Bonds or obligations of the general character of the Series 2024 Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the establishment of material restrictions upon trading of securities, including limited or minimum prices, by any governmental authority or by any national securities exchange, which in the reasonable opinion of the Underwriter, materially adversely affects the market for the Series 2024 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2024 Bonds to be purchased by it; or



(j) legal action shall have been filed against the Issuer wherein an adverse ruling would materially adversely affect the transactions contemplated hereby or by the Limited Offering Memorandum or the validity of the Series 2024 Bonds, the Bond Resolutions, the Assessment Resolutions, the Indenture, the Continuing Disclosure Agreement or this Bond Purchase Agreement; provided, however, that as to any such litigation, the Issuer may request and the Underwriter may accept an opinion by Bond Counsel, or of other counsel acceptable to the Underwriter, that in such counsel's opinion the issues raised by any such litigation or proceeding are without substance or that the contentions of any plaintiffs therein are without merit; or

(k) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service to any of the Issuer's obligations; or

(l) any information shall have become known which, in the Underwriter's reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Limited Offering Memorandum, as the information contained therein has been supplemented or amended by other information, or causes the Limited Offering Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading and upon the receipt of notice of same by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(m) an event occurs as a result of which the Limited Offering Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state any material fact which is necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading which, in the reasonable opinion of the Underwriter, requires an amendment or supplement to the Limited Offering Memorandum and, in the reasonable opinion of the Underwriter, materially adversely affects the marketability of the Series 2024 Bonds or the contemplated offering prices thereof and upon the receipt of notice by the Issuer, the Issuer fails to promptly amend or supplement the Limited Offering Memorandum; or

(n) the Internal Revenue Service makes a determination with respect to any special purpose development district formed under State law (referred to herein as a "Special District") deeming that all or certain of such Special Districts are not a "political subdivision" for purposes of Section 103(a) of the Code, and such determination, in the reasonable opinion of the Underwriter, materially adversely affects the federal tax status of the District, the tax exempt character or marketability of the Series 2024 Bonds or the contemplated offering prices thereof.

10. **Expenses.**

(a) The District agrees to pay from the proceeds of the Series 2024 Bonds, and the Underwriter shall be under no obligation to pay, all expenses incident to the performance of the District's obligations hereunder, including but not limited to (1) the cost of the preparation, printing or other reproduction (for distribution prior to, on or after the date of acceptance of this Bond Purchase Agreement) of a reasonable number of copies of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum; (2) the fees and disbursements of Bond Counsel, District Counsel, Governmental Management Services, LLC, as Assessment Consultant, and any other experts or consultants retained by the District, including, but not limited to, the fees and expenses of the District Manager; (3) the fees and disbursements of Underwriter's Counsel; (4) the fees and disbursements of the Trustee, Bond Registrar and Paying Agent under the Indenture; (5) the fees and disbursements of the Escrow Agent under the Escrow Agreement; (6) the fees and disbursements of Causey Demgen & Moore, P.C., as Verification Agent; and (7) out-of-pocket expenses of the District.

(b) The Underwriter shall pay (1) the cost of qualifying the Series 2024 Bonds for sale in various states chosen by the Underwriter and the cost of preparing or printing any Blue Sky and legal investment memoranda to be used in connection with such sale; and (2) out-of-pocket expenses, including advertising, incurred by it in connection with its offering and distribution of the Series 2024 Bonds.

(c) In the event that either the District or the Underwriter shall have paid obligations of the other as set forth in this Section, adjustment shall be made at or prior to Closing.

11. **No Advisory or Fiduciary Role.** The District acknowledges and agrees that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as an advisor (including, without limitation, a Municipal Advisor, as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act), agent or fiduciary of the District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the District with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters) and the Underwriter has no obligation to the District with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the District has consulted its own legal, financial and other advisors to the extent it has deemed appropriate in connection with the offering of the Series 2024 Bonds, (v) the Underwriter has financial and other interests that differ from those of the District, and (vi) the District has received the Underwriter's G-17 Disclosure Letter.

12. **Notices.** All notices, demands and formal actions hereunder shall be in writing and mailed, electronically mailed or delivered to:

The Underwriter: MBS Capital Markets, LLC  
1005 Bradford Way  
Kingston, Tennessee 37763  
Attention: Rhonda Mossing  
Email: rhonda.mossing@mbscapitalmarkets.com

The District: Capital Region Community Development District  
c/o Governmental Management Services, LLC  
475 West Town Place, Suite 114  
St. Augustine, Florida 32092  
Attention: Jim Oliver  
Email: joliver@gmsnf.com

With a copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attention: Sarah Sandy  
Email: sarah.sandy@kutakrock.com

13. **Parties in Interest.** This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assignees of the Issuer or the Underwriter) and no other party or person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties, covenants and agreements in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriter; (ii) the delivery of and payment for the Series 2024 Bonds pursuant to this Bond Purchase Agreement; or (iii) any termination of this Bond Purchase Agreement but only to the extent provided by the last paragraph of Section 8 hereof.

14. **Waiver.** Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Issuer hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter, in its sole discretion.

15. **Effectiveness.** This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by the Chair or Vice Chair of the District, or such other member of the District's Board of Supervisors as may be authorized to execute documents in connection with the issuance of the Series 2024 Bonds, and shall be valid and enforceable at the time of such acceptance.

16. **Counterparts.** This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

17. **Headings.** The headings of the sections of this Bond Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

18. **Florida Law Governs.** The validity, interpretation and performance of this Bond Purchase Agreement shall be governed by the laws of the State of Florida.

19. **Truth In Bonding Statement.** Pursuant to the provisions of Section 218.385(2) and (3), Florida Statutes, as amended, the Underwriter provides the following truth-in-bonding statement:

(a) The Issuer is proposing to issue the Series 2024 Bonds in the aggregate principal amount of \$[\_\_\_\_\_] for the purposes described in Section 2 hereof. The Series 2024 Bonds are expected to be repaid over a period of approximately [\_\_\_] years. At a true interest cost rate of approximately [\_\_\_\_\_]%, total interest paid over the life of the Series 2024 Bonds will be approximately \$[\_\_\_\_\_].

(b) The sources of repayment for the Series 2024 Bonds are the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds (as described in Section 2 hereof). Authorizing the Series 2024 Bonds will result in a maximum of approximately \$[\_\_\_\_\_] of Series 2024 Pledged Revenues not being available to finance other services of the Issuer every year for approximately [\_\_\_] years; provided, however, that in the event the Series 2024 Bonds are not issued, the Issuer would not be entitled to impose and collect the Series 2024 Assessments in the amount of the debt service to be paid on the Series 2024 Bonds.

20. **Establishment of Issue Price.**

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit F, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds.

(b) The Issuer will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the “10% test”) is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at

which it sells the unsold Series 2024 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public.

[Remainder of page intentionally left blank]

21. **Entire Agreement.** This Bond Purchase Agreement when accepted by you in writing as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the Issuer or the Underwriter). No other person shall acquire or have any right hereunder or by virtue hereof.

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

---

Rhonda Mossing, Managing Partner

Accepted by:

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

---

L. Kyle Rojas, Chair, Board of Supervisors

[Signature Page | Bond Purchase Agreement]

**EXHIBIT A**  
**AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS\***

[TO COME]

**REDEMPTION PROVISIONS FOR THE SERIES 2024 BONDS**

[TO COME]

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\* The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Bond Purchase Agreement.

**EXHIBIT B  
DISCLOSURE STATEMENT**

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT  
(Tallahassee, Florida)**

**[\$\_\_\_\_\_]  
Capital Improvement Revenue Refunding Bonds, Series 2024**

[\_\_\_\_\_] [\_\_], 2024

Capital Region Community Development District  
Tallahassee, Florida

Ladies and Gentlemen:

Pursuant to Section 218.385, Florida Statutes, and with respect to the issuance of the above-referenced bonds (the "Bonds"), MBS Capital Markets, LLC (the "Underwriter"), having purchased the above-captioned Bonds pursuant to a Bond Purchase Agreement dated [\_\_\_\_] [\_\_], 2024 (the "Purchase Agreement") between the Underwriter and Capital Region Community Development District (the "District"), makes the following disclosures in connection with the limited public offering and sale of the Bonds:

- (a) The total underwriting discount paid to the Underwriter pursuant to the Purchase Agreement is \$[\_\_\_\_\_] ([\_\_]%).
- (b) The total amount of expenses estimated to be incurred by the Underwriter in connection with the issuance of the Bonds is \$[\_\_\_\_\_]. An itemization of these expenses is attached hereto as Schedule I.
- (c) There are no "finders" as such term is used in Sections 218.385 and 218.386, Florida Statutes, in connection with the issuance of the Bonds.
- (d) The components of the Underwriter's discount are as follows:

	<u>Per \$1,000</u>		
Management Fee:		Or	\$
Takedown:			
Expenses:	_____		_____
			\$



(e) There are no other fees, bonuses, or other compensation estimated to be paid by the Underwriter in connection with the Bonds to any person not regularly employed or retained by the Underwriter.

(f) The name and address of the Underwriter is set forth below:

MBS Capital Markets, LLC  
1005 Bradford Way  
Kingston, Tennessee 37763

We understand that you do not require any further disclosure from the Underwriter, pursuant to Section 218.385(6), Florida Statutes, as amended.

Very truly yours,

**MBS CAPITAL MARKETS, LLC**

---

Rhonda Mossing, Managing Partner

**SCHEDULE I**  
**ESTIMATED EXPENSES TO BE INCURRED BY UNDERWRITER**

Travel Expenses	\$
Communication	
Day Loan	
Clearance & Settlement Charges	
CUSIP / DTC	
Contingency	
<hr/>	<hr/>
Total	\$

**EXHIBIT C  
CERTIFICATE OF DISTRICT**

The undersigned, as Chair and Secretary, respectively, of the Board of Supervisors (the “Board”) of Capital Region Community Development District (the “District”), a local unit of special-purpose government duly established and validly existing under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended (the “Act”), hereby certify to MBS Capital Markets, LLC (the “Underwriter”) in satisfaction of Sections 8(c)(1) and 8(c)(3) of the Bond Purchase Agreement, dated [\_\_\_\_] [\_\_\_\_], 2024, with the District (the “Bond Purchase Agreement”) in connection with the issuance by the District of its \$[\_\_\_\_\_] Capital Region Community Development District (Tallahassee, Florida) Capital Improvement Revenue Refunding Bonds, Series 2024 (the “Bonds”), as follows (terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Purchase Agreement):

1. L. Kyle Rojas is the duly appointed and acting Chair of, and James Oliver is the duly appointed and acting Secretary to, the Board, authorized by resolution of the Board pursuant to the Act to be custodian of all bonds, documents and papers filed with the District and the official seal of the District.

2. There is currently one vacancy on the Board. The following named persons are as of the date hereof the duly elected, qualified and acting members of the Board holding the office of appointment set forth opposite their names:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
L. Kyle Rojas	Chair	November, 2026
Charles Urban	Vice Chair	November, 2026
Susan Burns	Assistant Secretary	November, 2026
Matthew Vogel	Assistant Secretary	November, 2024

3. Each of said persons since his or her appointment as aforesaid has been and now is the duly designated and qualified officer of the Board holding the office set forth opposite his or her name, if required to file an oath of office, has done so, and if legally required to give a bond or undertaking has filed such bond or undertaking, in form and amount required by law.

4. The seal, an impression of which appears below, is the only proper and official seal of the District.

5. At duly called and held meetings of the Board on August 24, 2000, and June 13, 2024, the Board duly adopted Resolution Nos. 2000-20 and 2024-[\_\_\_\_], respectively, true and correct copies of which are attached hereto (together, the “Bond Resolutions”), which Bond

Resolutions have not been amended, modified or repealed and remain in full force and effect on the date hereof.

6. At duly called and held meetings of the Board on August 24, 2000, August 24, 2000, September 29, 2000, and July [\_\_\_], 2024, the Board duly adopted Resolution Nos. 2000-18, 2000-19, 2000-22 and 2024-[\_\_\_], respectively, true and correct copies of which are attached hereto (collectively, the "Assessment Resolutions"), which Assessment Resolutions have not been amended, modified or repealed (except as otherwise stated in such Assessment Resolutions) and remain in full force and effect on the date hereof.

7. The above referenced meetings of the Board at which the Bond Resolutions and Assessment Resolutions were adopted were duly called in accordance with applicable law and at said meetings a quorum was present and acting throughout. All meetings of the Board at which the Board considered any matters related to the Bond Resolutions, the Assessment Resolutions, the Indenture, the Bonds or any documents related to the issuance of the Bonds have been open to the public ("Open Meetings") and held in accordance with the procedures required by Section 189.015 and Chapter 286, Florida Statutes. The Open Meetings were held for the necessary public purpose of considering matters related to the issuance of the Bonds and the levy of the Series 2024 Assessments. The Open Meetings were duly noticed in accordance with applicable State law in notices published in a newspaper of general circulation in Leon County. Members of the public that attended the meetings, if any, were given the opportunity to comment.

8. The District has complied with the provisions of Chapters 170, 190 and 197, Florida Statutes, related to the imposition, levy, collection and enforcement of the Series 2024 Assessments.

9. Upon authentication and delivery of the Bonds, the District will not be in default in the performance of the terms and provisions of the Bond Resolutions, the Assessment Resolutions or the Indenture.

10. Each of the representations and warranties made by the District in the Bond Purchase Agreement is, to the best of our knowledge and belief, true and accurate on and as of this date.

11. The District has complied with all the agreements and satisfied all the conditions on its part to be complied with on or before the date hereof for delivery of the Bonds pursuant to the Bond Purchase Agreement, the Bond Resolutions, the Assessment Resolutions and the Indenture.

12. To the best of our knowledge, since the date of the Limited Offering Memorandum, no material and adverse change has occurred in the business, properties, other assets and financial position of the District or results of operations of the District; and to the best of our knowledge, the District has not, since the date of the Limited Offering Memorandum, incurred any material liabilities other than as set forth in or contemplated by the Limited Offering Memorandum.

13. To the best of our knowledge, the statements appearing in the Limited Offering Memorandum did not as of its date and do not as of the date hereof contain an untrue statement of a material fact or omit to state a material fact required to be included therein or necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; provided, however, that no representation is made with respect to information concerning The Depository Trust Company or its book-entry only system or the Underwriter or concerning information in the Limited Offering Memorandum under the captions "SUITABILITY FOR INVESTMENT," "DESCRIPTION OF THE SERIES 2024 BONDS – Book-Entry Only System," "TAX MATTERS," and "UNDERWRITING." Subject to the foregoing limitations, nothing has come to our attention which would lead us to believe that the Limited Offering Memorandum, as of its date or as of the date hereof, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

14. Except as set forth in the Limited Offering Memorandum, no litigation or other proceedings are pending or, to the knowledge of the District threatened against the District in or before any agency, court or tribunal, state or federal, (a) restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Bonds or the imposition, levy and collection of the Series 2024 Assessments or the pledge thereof to the payment of the principal of and premium, if any, and interest on the Bonds, (b) questioning or affecting the validity of any provision of the Bonds, the Bond Resolutions, the Assessment Resolutions, the Series 2024 Assessments or the Financing Documents, (c) questioning or affecting the validity of any of the proceedings or the authority for the authorization, sale, execution or delivery of the Bonds, (d) questioning or affecting the organization or existence of the District or the title of any of its officers to their respective offices or any powers of the District under the laws of the State of Florida, (e) contesting or affecting the Series 2024 Assessments or the 2002A Project, (f) contesting the accuracy or completeness of the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum or any amendment or supplement thereto, (g) contesting the exclusion of interest on the Bonds from federal income taxation, or (h) contesting the exemption from taxation of the Bonds and the interest thereon under Florida law or the legality for investment therein.

15. To the best of our knowledge, the interest rates on the Bonds are in compliance with the requirements of Section 215.84(3), Florida Statutes.

IN WITNESS WHEREOF, we have hereunder set our hands this [\_\_\_] day of July, 2024.

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

---

L. Kyle Rojas, Chair, Board of Supervisors

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James Oliver, Secretary, Board of  
Supervisors

[SEAL]

**EXHIBIT D**  
**FORM OF DISTRICT COUNSEL OPINION**

July [\_\_], 2024

Capital Region Community Development District  
Tallahassee, Florida

MBS Capital Markets, LLC  
Kingston, Tennessee

U.S. Bank Trust Company, National Association, as Trustee  
Fort Lauderdale, Florida  
(solely for reliance upon Sections C.1. and C.3.)

Re:    \$[\_\_\_\_\_] Capital Region Community Development District (Tallahassee,  
Florida) Capital Improvement Revenue Refunding Bonds, Series 2024

Ladies and Gentlemen:

We serve as counsel to the Capital Region Community Development District (“**District**”), a local unit of special-purpose government established pursuant to the laws of the State of Florida, in connection with the sale by the District of its \$[\_\_\_\_\_] Capital Region Community Development District (Tallahassee, Florida) Capital Improvement Revenue Refunding Bonds, Series 2024 (“**Bonds**”). This letter is delivered to you pursuant to Section 207(iii) of the Master Indenture (defined below), Section 207(d) of the Supplemental Trust Indenture (defined below), and Section 8(c)(6) of the BPA (defined below), and is effective as of the date first written above. Each capitalized term not otherwise defined herein has the meaning given to it in the Indenture (defined herein).

**A. DOCUMENTS EXAMINED**

In rendering the opinions set forth below, we have examined and/or relied upon the following documents and have made such examination of law as we have deemed necessary or appropriate:

1. Chapter 42CC-1, Florida Administrative Code, enacted by the Florida Land & Water Adjudicatory Commission on February 28, 2000, as amended (the “**Rule**”);
2. *Master Trust Indenture*, dated as of March 1, 2001 (“**Master Indenture**”), as supplemented by the *Fourteenth Supplemental Trust Indenture*, dated as of July 1, 2024 (“**Supplemental Trust Indenture**,” and together with the Master Indenture,

- “**Indenture**”), each by and between the District and U.S. Bank Trust Company, National Association, as successor trustee (“**Trustee**”);
3. Resolution Nos. 2000-20 and 2024-[\_\_] adopted by the District on August 24, 2000, and June 13, 2024, respectively (collectively, “**Bond Resolution**”);
  4. *Improvement Plan* dated August 2000, as amended by the *Amended and Restated Improvement Plan*, dated August 14, 2008, and as supplemented by the *Engineering Report for Series 2002 Capital Improvements*, dated February 2002, as revised by Amendment No. 1 thereto, dated March 2005 (collectively, the “**Engineer’s Report**”), which describes, among other things, the “**Restated 2002 Project**”;
  5. *Assessment Methodology Report* dated September 29, 2000, as amended by the *Amended Master Assessment Methodology* dated August 14, 2008, and the *Series 2024 Refunding Bonds Supplemental Assessment Methodology Report (Refunding the Series 2013 Bonds)* dated [\_\_\_\_] [\_\_], 2024 (collectively, “**Assessment Methodology**”);
  6. Resolution Nos. 2000-18, 2000-19, 2000-22, and 2024-[\_\_] (collectively, “**Assessment Resolution**”), establishing the debt service special assessments (“**Debt Assessments**”) securing the Bonds;
  7. *Final Judgment* issued on October 26, 2000, and by the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida in Case No. 2000-2210, and Certificate of No Appeal issued on December 8, 2000;
  8. Preliminary Limited Offering Memorandum dated June [\_\_], 2024 (“**PLOM**”) and Limited Offering Memorandum dated [\_\_\_\_] [\_\_], 2024 (“**LOM**”);
  9. certain certifications by MBS Capital Markets, LLC (“**Underwriter**”), as underwriter to the sale of the Bonds;
  10. certain certifications of Governmental Management Services, LLC, as “**District Manager and Assessment Consultant**”;
  11. general and closing certificate of the District;
  12. opinions of Nabors, Giblin & Nickerson, P.A. (“**Bond Counsel**”) issued to the District in connection with the sale and issuance of the Bonds and the defeasance of the Refunded Bonds;
  13. an opinion of Greenberg Traurig, P.A. (“**Trustee Counsel**”) issued to the District and Underwriter in connection with the sale and issuance of the Bonds;
  14. a Verification Report prepared by Causey Demgen & Moore, P.C.;
  15. the following agreements (collectively, “**Bond Agreements**”):
    - (a) the Bond Purchase Agreement between Underwriter and the District and dated [\_\_\_\_] [\_\_], 2024 (“**BPA**”);
    - (b) the Continuing Disclosure Agreement dated July [\_\_], 2024, between the District and a dissemination agent; and
    - (c) the Escrow Deposit Agreement between the District and the Trustee, as escrow agent;
  16. such other documents as we have deemed necessary or appropriate in rendering the opinions set forth below.



We have also attended various meetings of the District and have participated in conferences from time to time with representatives of the District, the District Manager and Assessment Consultant, the Underwriter, Bond Counsel, counsel to the Underwriter, and others relative to the LOM and the related documents described herein.

## **B. RELIANCE**

This opinion is solely for the benefit of (i) the District; (ii) the Underwriter; and (iii) the Trustee provided however that the Trustee may only rely on this opinion for the limited purposes of the opinions stated in Sections C.1 and C.3. Notwithstanding the foregoing, no attorney-client relationship has existed or exists between the undersigned and the Underwriter or Trustee in connection with the Bonds by virtue of this opinion. This opinion may not be relied on by any other party or for any other purpose without our prior written consent.

## **C. OPINIONS**

Based on the foregoing, and subject to the qualifications and assumptions set forth herein, we are of the opinion that:

1. **Authority** – Under the Florida Constitution and laws of the State, the District has been duly established and validly exists as a local unit of special purpose government and a community development district under Chapter 190, *Florida Statutes* (“Act”), with such powers as set forth in the Act, and with good, right and lawful authority: (a) to enter into and to consummate the transactions contemplated by the Bond Resolution, the Assessment Resolution, the Indenture, the Bonds and the Bond Agreements; (b) to issue the Bonds for the purposes for which they are issued; (c) to impose, levy, collect and enforce the Debt Assessments and pledge the Series 2024 Trust Estate to secure the Bonds as provided in the Indenture; (d) to adopt the Bond Resolution and the Assessment Resolution; and (e) to perform its obligations under the terms and conditions of the Bond Resolution, the Assessment Resolution, the Bond Agreements, the Bonds and the Indenture.

2. **Assessments** – The proceedings by the District with respect to the Debt Assessments have been in accordance with Florida law. The District has taken all action necessary to authorize and execute the Assessment Resolution and to levy and impose the Debt Assessments, as set forth in the Assessment Resolution, Assessment Methodology, and/or other applicable documents. The Debt Assessments constitute legal, valid, binding and enforceable first liens upon the property against which such Debt Assessments are assessed, co-equal with the lien of all state, county, district and municipal taxes and assessments, and superior in dignity to all other liens, titles and claims, until paid.

3. **Agreements** – The (a) Bond Resolution, (b) Bonds, (c) Indenture, and (d) Bond Agreements (assuming due authorization, execution and delivery of documents (b) – (d) listed herein by any parties thereto other than the District) have been duly and validly authorized, executed and delivered by the District, have been duly approved and adopted and/or issued by

the District, are in full force and effect, constitute legal, valid and binding obligations of the District, and are enforceable against the District in accordance with their respective terms. All conditions prescribed in the Indenture as precedent to the issuance of the Bonds have been fulfilled.

4. **Validation** – The Bonds refund Bonds that have been validated by a final judgment of the Circuit Court in and for Leon County, Florida, of which no timely appeal was filed.

5. **Governmental Approvals** – As of the date hereof, all necessary consents, approvals, waivers or other actions by or filings with any governmental authority or other entity that are required for: (a) the adoption of the Bond Resolution and the Assessment Resolution; (b) the issuance, sale, execution and delivery of the Bonds upon the terms set forth in the BPA, PLOM, and LOM; (c) the execution and delivery of the Indenture and Bond Agreements; and (d) the performance by the District of the transactions required hereby, have been duly obtained or made and are in full force and effect.

6. **PLOM and LOM** – The District has duly authorized the execution, delivery and distribution by the Underwriter of the PLOM and LOM. To our knowledge, and based upon our review of the PLOM and LOM and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the PLOM and LOM, and as of the date of their respective issuances, and with respect to the PLOM, the date of the PLOM, and with respect to the LOM, the date hereof, nothing has come to our attention which would lead us to believe that the PLOM and LOM contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, provided however that the opinions stated herein extend only to the following provisions of the PLOM and LOM: “THE DISTRICT” (excluding the subcaption “District Manager and Other Consultants”), “ENFORCEMENT OF ASSESSMENT COLLECTIONS”, “VALIDATION”, “LITIGATION,” “CONTINUING DISCLOSURE,” and “AGREEMENT BY THE STATE,” and further provided however that the opinions stated herein do not extend to any statements that constitute descriptions of the Bonds or the Indenture. No information or opinion is offered as to any remaining provisions of the PLOM or LOM.

7. **Litigation** – Based on our serving as the District’s Registered Agent for service of process and the fact that we have not been served with notice, there is no litigation pending or, to the best of our knowledge, threatened against the District: (a) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of the proceeds thereof, or the imposition, levy or collection of the Debt Assessments or the Series 2024 Trust Estate pledged for the payment of the debt service on the Bonds; (b) contesting or affecting the authority for the Debt Assessments, the authority for the issuance of the Bonds or the validity or enforceability of the Bonds, the Indenture, the Bond Agreements or the transactions contemplated thereunder; (c) contesting or affecting the establishment or existence of the District or any of its Supervisors, officers or employees, its assets, property or condition, financial or otherwise, or contesting or affecting any of the powers of the District, including its power to enter into the Indenture or the

Bond Agreements, or its power to determine, assess, levy, collect and pledge the Debt Assessments for the payment of the debt service on the Bonds; or (d) specifically contesting the exclusion from federal gross income of interest on the Bonds.

8. *Compliance with Laws* – To the best of our knowledge, the District is not, in any manner material to the issuance of the Bonds or the Debt Assessments, in breach of or default under any applicable provision of the Act or constitutional provision, statute, or administrative regulation of the State of Florida, or any applicable judgment or decree, any loan agreement, indenture, bond, note, resolution, agreement (including the Bond Agreements and Indenture), or any other material instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, and to the best of our knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default by the District under any such instrument; provided, however, that no opinion is expressed as to compliance with any state or federal tax or securities laws.

#### **D. CERTAIN ASSUMPTIONS**

In rendering the foregoing opinions, we have assumed the following: (1) that all public records, certifications, agreements and other documents examined by us that have been executed or certified by public officials acting within the scope of their official capacities are authentic, truthful and accurate; (2) that copies of such public records, certifications, agreements, and other documents furnished to us are authentic and conform to the originals; (3) that all signatures on executed public records, certifications, agreements and other documents are genuine; and (4) that all public records, certifications, agreements and other documents have been properly authorized and are binding on each of the other parties thereto. Such assumptions do not apply to District documents.

#### **E. CERTAIN QUALIFICATIONS**

The foregoing opinions are subject to the following qualifications:

1. The opinions or statements expressed above are based solely on the laws of Florida in effect at the time of issuance of the Bonds. Accordingly, we express no opinion nor make any statement regarding the effect or application of the laws of the federal government (including but not limited to the Internal Revenue Code or any proposed changes thereto), or any other state or other jurisdiction.

2. Our opinion as to enforceability of any document is subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium, liquidation, readjustment of debt, or similar laws, relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and to the exercise of judicial discretion in appropriate cases, including the fact that specific performance and other equitable remedies are granted only in the discretion of a court.

3. Nothing herein shall be construed as an opinion regarding the possible applicability of state securities or "blue sky" laws or federal securities laws, as to which no opinion is expressed.

4. We further express no opinion as to the necessity for an interest rate waiver under Florida law, or the applicability of any provision or section of the Internal Revenue Code.

5. We express no opinion and make no representations with regard to financial, statistical or other similar information or data. We express no opinion as to compliance with any state or federal tax laws.

6. We have not reviewed, and therefore express no opinion, regarding any land use, zoning, permits, approvals, real property or other related items, including but not limited to any landowner's ownership interests in any property within the District, or whether any landowner owns any of the real property subject to the recordable Bond Agreements.

7. With respect to any of the opinions set forth in this letter which are based on or qualified by the phrase "to our knowledge," the words "to our knowledge" signify that, in the course of our representation of the District, no facts have come to our attention that would give us actual knowledge that any such opinions or other matters are not accurate. Except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of any such facts, and no inference as to our knowledge of the existence of such facts should be drawn from the fact of our representation of District.

8. The opinions set forth herein are based on factual representations made to us as of the date hereof. We assume no duty to update or supplement our opinions to reflect any facts or circumstances that may thereafter come to our attention, or to reflect any changes in law that may thereafter occur or become effective. Moreover, our opinions are not a guarantee of a particular result, and are not binding on the courts or any other entity; rather, our opinions represent our professional judgment based on our review of existing law, and in reliance on the representations and covenants that we deem relevant to such opinions.

Very truly yours,

KUTAK ROCK LLP

**EXHIBIT E**  
**CERTIFICATE OF GOVERNMENTAL MANAGEMENT SERVICES, LLC**

I, James Oliver, Managing Director of Governmental Management Services, LLC, do hereby certify to Capital Region Community Development District (the “District”) and MBS Capital Markets, LLC (the “Underwriter”) in connection with the issuance, sale and delivery by the District on this date of its \$[\_\_\_\_\_] Capital Improvement Revenue Refunding Bonds, Series 2024 (the “Bonds”), as follows (terms used and not otherwise defined herein shall have the meaning ascribed to such term in the Limited Offering Memorandum dated [\_\_\_\_] [\_\_\_], 2024 (the “Limited Offering Memorandum”) of the District relating to the Bonds):

1. Governmental Management Services, LLC has acted as District Manager and Assessment Consultant to the District in connection with the issuance of the Bonds and has been retained by the District to prepare the Series 2024 Refunding Bonds Supplemental Assessment Methodology Report dated [\_\_\_\_] [\_\_\_], 2024, comprising a part of the Series 2024 Assessment Proceedings (the “Report”);

2. The 2002A Project provides a special benefit to the properties assessed and the Series 2024 Assessments are fairly and reasonably allocated to the properties assessed and all resolutions required to be published by Florida law have been published in accordance with the requirements of Florida law;

3. The Series 2024 Assessments, as initially levied, and as may be reallocated from time to time as permitted by resolutions adopted by the District with respect to the Series 2024 Assessments, are sufficient to enable the District to pay the debt service on the Bonds through the final maturity thereof;

4. Governmental Management Services, LLC consents to the use of the Report included as Appendix A to the Limited Offering Memorandum;

5. Governmental Management Services, LLC consents to the references to the firm in the Limited Offering Memorandum;

6. The Report was prepared in accordance with all applicable provisions of Florida law;

7. As District Manager, nothing has come to our attention that would lead us to believe that the Limited Offering Memorandum, as it relates to the District, or any information provided by us, and the Report, as of its date and as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

8. The information contained in the Limited Offering Memorandum under the heading “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” is true

and correct in all material respects and such information does not contain any untrue statement of a material fact or omit to state any fact necessary in order to make the statements therein, in light of the circumstances under which they were made not misleading;

9. Except as disclosed in the Limited Offering Memorandum, the firm knows of no material change in the matters described in the Report and is of the opinion that the considerations and assumptions used in compiling the Report are reasonable;

10. The information contained in the Report did not, and does not, contain any untrue statement of a material fact and did not, and does not, omit to state a material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

11. As District Manager, we are not aware of any litigation pending or, to the best of our knowledge, threatened against the District restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the District taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the District; and

12. Governmental Management Services, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Governmental Management Services, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Governmental Management Services, LLC does not provide the District with financial advisory services or offer investment advice in any form.

**IN WITNESS WHEREOF**, the undersigned has set his hand this [\_\_\_] day of July, 2024.

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC**

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James Oliver, Managing Director

**EXHIBIT F  
FORM OF ISSUE PRICE CERTIFICATE**

\${\_\_\_\_\_}

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT  
(TALLAHASSEE, FLORIDA)**

**CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2024**

The undersigned, on behalf of MBS CAPITAL MARKETS, LLC (“MBS”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the Bonds.*** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms.***

(a) ***Issuer*** means Capital Region Community Development District.

(b) ***Maturity*** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) ***Public*** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) ***Sale Date*** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [\_\_\_\_] [\_\_], 2024.

(e) ***Underwriter*** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents MBS' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

**MBS CAPITAL MARKETS, LLC**

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Rhonda Mossing, Managing Partner

Dated: July [\_\_], 2024



**SCHEDULE A  
SALE PRICES OF THE BONDS**

**AMOUNTS, INTEREST RATES, MATURITIES, YIELDS AND PRICES**

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**FOURTEENTH SUPPLEMENTAL TRUST INDENTURE**

**BETWEEN**

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT**

**AND**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
AS SUCCESSOR IN INTEREST TO SUNTRUST BANK,**

**AS TRUSTEE**

**Dated as of July 1, 2024**

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**[\$Bond Amount] Capital Improvement Revenue Refunding Bonds,  
Series 2024**

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of this Fourteenth Supplemental Trust Indenture.

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Exhibit A – Form of Series 2024 Bonds

## **FOURTEENTH SUPPLEMENTAL TRUST INDENTURE**

**THIS FOURTEENTH SUPPLEMENTAL TRUST INDENTURE** (this "Fourteenth Supplemental Indenture") is dated as of July 1, 2024, between **CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT** (the "District") and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), a national banking association, authorized to accept and execute trusts of the character herein set forth, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

**WHEREAS**, the District entered into a Master Trust Indenture, dated as of March 1, 2001 (the "Master Indenture" and together with this Fourteenth Supplemental Indenture, the "Indenture") with the Trustee to secure the issuance of its Capital Region Community Development District Capital Improvement Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

**WHEREAS**, pursuant to Resolution No. 2000-20, adopted by the Governing Body of the District on August 24, 2000, the District has authorized the issuance, sale and delivery of not to exceed \$275,000,000 of Bonds, to be issued in one or more Series of Bonds as authorized under the Master Indenture, which Bonds were validated by final judgment of the Second Judicial Circuit of Florida, in and for Leon County on October 26, 2000, the appeal period for which expired with no appeal having been taken; and

**WHEREAS**, the Governing Body of the District duly adopted Resolution No. 2000-18, on August 24, 2000, providing for the acquisition, construction and installation of assessable capital improvements (the "Capital Improvement Program"), providing estimated Costs of the Capital Improvement Program, defining assessable property to be benefited by the Capital Improvement Program, defining the portion of the Costs of the Capital Improvement Program with respect to which Assessments will be imposed and the manner in which such Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll, and stating the intent of the District to issue Bonds of the District secured by such Assessments to finance the Costs of the acquisition, construction and installation of the Capital Improvement Program and the Governing Body of the District duly adopted Resolution No. 2000-22, on September 29, 2000, following a public hearing conducted in accordance with the Act, to fix and establish the Assessments and the benefited property; and

**WHEREAS**, pursuant to Resolution No. 2014-02, adopted by the Governing Body of the District on November 14, 2013, the District authorized, issued and sold its \$9,855,000 Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds"), as an issue of Bonds under the Master Indenture, and ratified and confirmed the Master Indenture and authorized the execution and delivery of a Tenth Supplemental Trust

Indenture, dated as of December 1, 2013 (the "Tenth Supplemental Indenture"), between the District and the Trustee to secure the issuance of the Series 2013 Bonds and to set forth the terms of the Series 2013 Bonds; and

**WHEREAS**, the Series 2013 Bonds are currently Outstanding in the aggregate principal amount of \$5,455,000 (the Outstanding principal of such Series 2013 Bonds hereinafter referred to as the "Refunded Bonds"); and

**WHEREAS**, the District applied the proceeds of the Series 2013 Bonds to (a) currently refund and redeem all of the Outstanding principal amount of the Capital Region Community Development District Capital Improvement Revenue Bonds, Series 2002A (the "Series 2002A Bonds"), (b) pay certain costs associated with the issuance of the Series 2013 Bonds, and (c) make a deposit into the Series 2013 Reserve Account for the benefit of all of the Series 2013 Bonds; and

**WHEREAS**, the Series 2002A Bonds were issued to, among other things, finance the Cost of acquiring, constructing and equipping assessable improvements comprising a part of the Capital Improvement Program (the "2002A Project")

**WHEREAS**, the Series 2013 Bonds are payable from and secured in part by revenues derived from Assessments imposed, levied and collected by the District (the "Series 2013 Assessments") with respect to property specially benefited by the 2002A Project (the "Series 2013 Assessment Area"), which, together with the Series 2013 Pledged Funds and Accounts (as defined in the Tenth Supplemental Indenture) comprise the Series 2013 Trust Estate (as defined in the Tenth Supplemental Indenture); and

**WHEREAS**, the District has determined that under existing market conditions, it would be in the best financial interest of the District to currently refund and redeem all of the Refunded Bonds in order to achieve annual debt service savings and reduce the annual payments for Assessments securing the Bonds issued to refund the Refunded Bonds; and

**WHEREAS**, pursuant to Resolution No. 2024-[ ], adopted by the Governing Body of the District on June [13], 2024, the District has authorized the issuance, sale and delivery of, among other things, its \$[Bond Amount] Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds"), which are issued hereunder as an issue of Bonds under the Master Indenture, and has ratified and confirmed the Master Indenture and authorized the execution and delivery of this Fourteenth Supplemental Indenture to secure the issuance of the Series 2024 Bonds and to set forth the terms of the Series 2024 Bonds; and

**WHEREAS**, the District will apply the proceeds of the Series 2024 Bonds, together with other funds of the District, to (a) currently refund and redeem all of the Refunded Bonds, (b) pay certain costs associated with the issuance of the Series 2024

Bonds, and (c) pay a portion of the interest to become due on the Series 2024 Bonds; and

**WHEREAS**, the Series 2024 Bonds will be payable from and secured in part by revenues derived from the Series 2013 Assessments, as modified by the refunding of the Refunded Bonds, imposed, levied and collected by the District with respect to certain property within the Series 2013 Assessment Area specially benefited by the 2002A Project (the "Series 2024 Assessments"); and

**WHEREAS**, the execution and delivery of the Series 2024 Bonds and of this Fourteenth Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2024 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Fourteenth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the Series 2024 Trust Estate (hereinafter defined) have been done;

**NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FOURTEENTH SUPPLEMENTAL INDENTURE WITNESSETH:**

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2024 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price of, and interest on, all Series 2024 Bonds Outstanding from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Fourteenth Supplemental Indenture and in the Series 2024 Bonds (a) has executed and delivered this Fourteenth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in the trusts established under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2024 Assessments (the "Series 2024 Pledged Revenues") and the Funds and Accounts (except for the Series 2024 Rebate Account) established hereby (the "Series 2024 Pledged Funds") which shall constitute the Trust Estate securing the Series 2024 Bonds (the "Series 2024 Trust Estate");

**TO HAVE AND TO HOLD** all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in said trust and to it and its assigns forever;

**IN TRUST NEVERTHELESS**, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2024 Bonds issued or to be issued under and secured by this Fourteenth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any one Series 2024 Bond over any other Series 2024 Bond by reason of priority in their issue, sale or execution;

**PROVIDED HOWEVER**, that if the District, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2024 Bonds or any Series 2024 Bond of a particular maturity issued, secured and Outstanding under this Fourteenth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2024 Bonds and this Fourteenth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fourteenth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of the Master Indenture and this Fourteenth Supplemental Indenture, then upon such final payments, this Fourteenth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2024 Bonds or any Series 2024 Bond of a particular maturity, otherwise this Fourteenth Supplemental Indenture shall remain in full force and effect;

**THIS FOURTEENTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH**, and it is expressly declared, that all Series 2024 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed in the Master Indenture (except as amended directly or by implication by this Fourteenth Supplemental Indenture) and this Fourteenth Supplemental Indenture, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2024 Bonds, as follows:

## **ARTICLE I DEFINITIONS**

**Section 101. Definitions.** All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (a) expressly given a different



meaning herein or (b) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

**"Arbitrage Certificate"** shall mean the Certificate as to Arbitrage and Certain Other Tax Matters of the District dated as of [Closing Date].

**"Assessment Methodology"** shall mean the Adopted Assessment Methodology, dated September 29, 2000, prepared by Fishkind & Associates, Inc., as amended by the Amended Master Assessment Methodology, dated August 14, 2008, prepared by the Methodology Consultant, and as supplemented by the Series 2024 Refunding Bonds Supplemental Assessment Methodology Report (Refunding the Series 2013 Bonds), dated [\_\_\_\_\_], 2024, prepared by the Methodology Consultant.

**"Beneficial Owners"** shall have the meaning given such term by DTC so long as it is the registered Owner through its Nominee, Cede & Co., of the Series 2024 Bonds as to which such reference is made to enable such Series 2024 Bonds to be held in book-entry only form, and shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

**"Bond Depository"** shall mean the securities depository from time to time under Section 201 hereof, which may be the District.

**"Bond Participants"** shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2024 Bonds as securities depository.

**"Continuing Disclosure Agreement"** shall mean the Continuing Disclosure Agreement, by and between the District and Governmental Management Services, LLC, as dissemination agent, dated as of [Closing Date].

**"Delinquent Assessment Interest"** shall mean Series 2024 Assessment Interest deposited by the District with the Trustee on or after May 1 of the year in which such Series 2024 Assessment Interest has, or would have, become delinquent under State law or the Series 2024 Assessment Proceedings applicable thereto.

**"Delinquent Assessment Principal"** shall mean Series 2024 Assessment Principal deposited by the District with the Trustee on or after May 1 of the year in which such Series 2024 Assessment Principal has, or would have, become delinquent under State law or the Series 2024 Assessment Proceedings applicable thereto.

**"Delinquent Assessments"** shall mean, collectively, Delinquent Assessment Principal and Delinquent Assessment Interest.

**"DTC"** shall mean The Depository Trust Company, and its successors and assigns.

**"Escrow Deposit Agreement"** shall mean the Escrow Deposit Agreement between the District and the Trustee, as escrow agent, relating to the payment and redemption of the Refunded Bonds.

**"Escrow Fund"** shall mean the fund created and established to pay and redeem the Refunded Bonds pursuant to the Escrow Deposit Agreement.

**"Interest Payment Date"** shall mean each May 1 and November 1, commencing November 1, 2024.

**"Majority Owners"** shall mean the Beneficial Owners of more than fifty percent (50%) in principal amount of the Outstanding Series 2024 Bonds.

**"Methodology Consultant"** shall mean Governmental Management Services, LLC.

**"Nominee"** shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Fourteenth Supplemental Indenture.

**"Redemption Date"** shall mean an Interest Payment Date in the case of a partial redemption of Outstanding Series 2024 Bonds, or any date in the case of the redemption of all of the Outstanding Series 2024 Bonds.

**"Series 2024 Assessment Interest"** shall mean the interest on the Series 2024 Assessments which is pledged to the Series 2024 Bonds.

**"Series 2024 Assessment Principal"** shall mean the principal amount of Series 2024 Assessments received by the District which represents a proportionate amount of the principal of and Amortization Installments of the Series 2024 Bonds, other than applicable Delinquent Assessment Principal and Series 2024 Prepayments.

**"Series 2024 Assessment Proceedings"** shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2024 Assessments which include Resolution Nos. 2000-18, 2000-19, 2000-22, and 2024-[], adopted by the Governing Body of the District, and any supplemental proceedings undertaken by the District with respect to the Series 2024 Assessments and the Assessment Methodology as approved thereby.

**"Series 2024 Assessment Revenues"** shall mean all revenues derived by the District from the Series 2024 Assessments, including Delinquent Assessments, proceeds from any foreclosure of the lien of Delinquent Assessments and any statutory interest on the Delinquent Assessments collected by the District in excess of the rate of interest on the Series 2024 Bonds.

**"Series 2024 Assessments"** shall mean the non-ad valorem special assessments imposed, levied and collected by the District in accordance with the Series 2024 Assessment Proceedings.

**"Series 2024 Investment Obligations"** shall mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

(a) Government Obligations;

(b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government – sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the Government National Mortgage Association (including participation certificates issued by such association); Fannie Mae (including participation certificates issued by such entity); Federal Home Loan Banks; Federal Farm Credit Banks; Tennessee Valley Authority; Federal Home Loan Mortgage Corporation and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by both Moody's and S&P at the time of purchase;

(c) Both (i) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category for such funds by Moody's and S&P, and (ii) shares of money market mutual funds that invest only in the obligations described in (a) and (b) above;

(d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P; and

(e) Commercial paper (having maturities of not more than 270 days) rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody's and S&P.

Under all circumstances, the Trustee shall be entitled to conclusively rely that any investment directed in writing by an Authorized Officer of the District is permitted under the Indenture and is a legal investment for funds of the District.

**"Series 2024 Prepayment Interest"** shall mean the interest on the Series 2024 Prepayments received by the District.

**"Series 2024 Prepayments"** shall mean the excess amount of Series 2024 Assessment Principal received by the District over the Series 2024 Assessment

Principal included within a Series 2024 Assessment appearing on any outstanding and unpaid tax bill or direct collect invoice, whether or not mandated to be prepaid in accordance with the Series 2024 Assessment Proceedings. Anything herein or in the Master Indenture to the contrary notwithstanding, the term Series 2024 Prepayments shall not mean the proceeds of any Refunding Bonds or other borrowing of the District.

**"Underwriter"** shall mean MBS Capital Markets, LLC, the underwriter of the Series 2024 Bonds.

**"Uniform Method"** shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

## ARTICLE II AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2024 BONDS

**Section 201. Authorization of Series 2024 Bonds; Book-Entry Only Form.** The Series 2024 Bonds are hereby authorized to be issued in one Series in the aggregate principal amount of \$[Bond Amount] for the purposes enumerated in the recitals hereto to be designated "Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024." The Series 2024 Bonds shall be substantially in the form attached hereto as Exhibit A. Each Series 2024 Bond shall bear the designation "2024R" and shall be numbered consecutively from 1 upwards.

The Series 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2024 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2024 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any indirect Bond Participant. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., or any Bond Participant with respect to any ownership interest in the Series 2024 Bonds, (b) the delivery to any Bond Participant or any other person other than an Owner, as shown in the

registration books kept by the Bond Registrar, of any notice with respect to the Series 2024 Bonds, including any notice of redemption, or (c) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2024 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent shall treat and consider the person in whose name each Series 2024 Bond is registered in the registration books kept by the Bond Registrar as the absolute Owner of such Series 2024 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2024 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2024 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the words "Cede & Co." in this Fourteenth Supplemental Indenture shall refer to such new Nominee of DTC, and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, the Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC (a) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2024 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2024 Bonds, or (b) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2024 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, but may be registered in whatever name or names Owners transferring or exchanging the Series 2024 Bonds shall designate, in accordance with the provisions hereof.

**Section 202. Terms.** The Series 2024 Bonds shall be issued as [\_\_\_\_\_] ([\_\_]) Term Bonds, shall be dated as of the date of their issuance and delivery to the initial

purchasers thereof, shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

<u>Number</u>	<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>CUSIP</u>
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**Section 203. Dating; Interest Accrual.** Each Series 2024 Bond shall be dated [Closing Date]. Each Series 2024 Bond shall also bear its date of authentication. Each Series 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication (a) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication, or (b) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event such Series 2024 Bond shall bear interest from its date. Interest on the Series 2024 Bonds shall be due and payable on each May 1 and November 1, commencing November 1, 2024, and shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months.

**Section 204. Denominations.** The Series 2024 Bonds shall be issued in Authorized Denominations; provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

**Section 205. Paying Agent.** The District appoints the Trustee as Paying Agent for the Series 2024 Bonds.

**Section 206. Bond Registrar.** The District appoints the Trustee as Bond Registrar for the Series 2024 Bonds.

**Section 207. Conditions Precedent to Issuance of Series 2024 Bonds.** In addition to complying with the requirements set forth in the Master Indenture in connection with the issuance of the Series 2024 Bonds, all the Series 2024 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) certified copies of the Series 2024 Assessment Proceedings;
- (b) executed copies of the Master Indenture and this Fourteenth Supplemental Indenture;
- (c) a customary Bond Counsel opinion;
- (d) the District Counsel opinion required by the Master Indenture;

(e) a certificate of an Authorized Officer to the effect that, upon the authentication and delivery of the Series 2024 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Fourteenth Supplemental Indenture;

(f) a certificate of the Methodology Consultant addressing the validity of the Series 2024 Assessments;

(g) an executed Escrow Deposit Agreement and a verification report prepared by Causey, Demgen & Moore, P.C.; and

(h) the defeasance opinion of bond counsel required by the Master Indenture.

Payment to the Trustee of the net proceeds of the Series 2024 Bonds in the amount of \$[NP] shall conclusively evidence that the foregoing conditions precedent have been met to the satisfaction of the District and the Underwriter.

### **ARTICLE III REDEMPTION OF SERIES 2024 BONDS**

**Section 301. Bonds Subject to Redemption.** The Series 2024 Bonds are subject to redemption prior to maturity as provided in the form thereof attached hereto as Exhibit A. Interest on Series 2024 Bonds which are called for redemption shall be paid on the date of redemption from the Series 2024 Interest Account or from the Series 2024 Revenue Account to the extent moneys in the Series 2024 Interest Account are insufficient for such purpose.

### **ARTICLE IV DEPOSIT OF SERIES 2024 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF ACCOUNTS AND OPERATION THEREOF**

**Section 401. Establishment of Accounts.** There are hereby established, as needed, the following Accounts:

(a) within the Acquisition and Construction Fund held by the Trustee, a Series 2024 Costs of Issuance Account;

(b) within the Debt Service Fund held by the Trustee: (i) a Series 2024 Debt Service Account and therein a Series 2024 Sinking Fund Account and a Series 2024 Interest Account; and (ii) a Series 2024 Redemption Account and therein a Series 2024 Prepayment Subaccount;

(c) within the Revenue Fund held by the Trustee, a Series 2024 Revenue Account; and

(d) within the Rebate Fund held by the Trustee, a Series 2024 Rebate Account.

For the Series 2024 Bonds, there is no Series Reserve Account Requirement and, therefore, no Series Reserve Account is established herein.

**Section 402. Use of Series 2024 Bond Proceeds.** The net proceeds of sale of the Series 2024 Bonds in the amount of \$[NP] (consisting of \$[Bond Amount].00 principal amount of Series 2024 Bonds [less/plus] [net] original issue [discount/premium] in the amount of \$[OID/OIP] and less underwriter's discount in the amount of \$[UD]), plus \$[OM] of other moneys (consisting of \$[\_\_\_\_\_] transferred from the Series 2013 Reserve Account and \$[\_\_\_\_\_] transferred from the Series 2013 Revenue Account), for a grand total of \$[\_\_\_\_\_] shall as soon as practicable upon the delivery thereof to the Trustee by the District pursuant to Section 207 of the Master Indenture, be applied as follows:

(a) \$[COI] from the proceeds of the Series 2024 Bonds, representing the costs of issuance relating to the Series 2024 Bonds, shall be deposited to the credit of the Series 2024 Costs of Issuance Account;

(b) \$[Interest] shall be transferred from the Series 2013 Revenue Account to the Series 2024 Interest Account and applied to the payment of interest coming due on the Series 2024 Bonds through November 1, 2024; and

(c) the balance of the proceeds of the Series 2024 Bonds, \$[ED Proceeds], together with \$[\_\_\_\_\_] transferred from the Series 2013 Reserve Account and \$[\_\_\_\_\_] transferred from the Series 2013 Revenue Account for a total of \$[\_\_\_\_\_] shall be deposited to the Escrow Fund established pursuant to the Escrow Deposit Agreement to refund and redeem the Refunded Bonds on August [\_\_\_], 2024.

Upon the defeasance of the Refunded Bonds, the Trustee is directed to transfer any remaining balance in the Funds and Accounts for the Refunded Bonds to the Series 2024 Revenue Account and to close all Funds and Accounts for the Refunded Bonds.

**Section 403. Series 2024 Costs of Issuance Account.** The amount deposited in the Series 2024 Costs of Issuance Account shall, at the written direction of an Authorized Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2024 Bonds. On the date of issuance of the Series 2024 Bonds, costs of issuance shall be paid pursuant to the instructions in the closing memorandum prepared by the Underwriter. On the earlier to occur of (x) the written direction of an Authorized Officer or (y) six (6) months from the date of issuance of the Series 2024



Bonds, any amounts deposited in the Series 2024 Costs of Issuance Account for which the Trustee has not received a requisition to pay such costs shall be transferred over and deposited into the Series 2024 Revenue Account and used for the purposes permitted therefor. Any deficiency in the amount allocated to pay the costs of issuance relating to the Series 2024 Bonds shall be paid from excess moneys on deposit in the Series 2024 Revenue Account pursuant to Section 408(d) FOURTH hereof. When such deficiency has been satisfied and no moneys remain therein, the Series 2024 Costs of Issuance Account shall be closed.

**Section 404. Reserved.**

**Section 405. Reserved.**

**Section 406. Amortization Installments; Selection of Bonds for Redemption.** (a) The Amortization Installments established for the Series 2024 Bonds shall be as set forth in the form of Series 2024 Bonds attached hereto.

(b) Upon any redemption of Series 2024 Bonds (other than Series 2024 Bonds redeemed in accordance with scheduled Amortization Installments and other than Series 2024 Bonds redeemed at the direction of the District accompanied by a cash flow certificate as required by Section 506(b) of the Master Indenture), the Trustee shall cause Series 2024 Bonds to be redeemed in such amounts and having such maturities so as to result in Amortization Installments recalculated, which recalculation shall be performed by the District, in such manner as shall amortize all the Outstanding Series 2024 Bonds of all of the maturities in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining terms of all of the Series 2024 Bonds.

**Section 407. Tax Covenants.** The District shall comply with the Arbitrage Certificate, including but not limited to the Tax Regulatory Covenants set forth as an exhibit to the Arbitrage Certificate, as amended and supplemented from time to time in accordance with their terms.

**Section 408. Series 2024 Revenue Account; Application of Revenues and Investment Earnings.** (a) The Trustee is hereby authorized and directed to deposit any and all amounts required to be deposited in the Series 2024 Revenue Account by this Section 408 or by any other provision of the Master Indenture or this Fourteenth Supplemental Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2024 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2024 Revenue Account (i) Series 2024 Assessment Revenues other than Series 2024 Prepayments (which Series 2024 Prepayments shall be identified by the District to the Trustee as such in writing

upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2024 Prepayment Subaccount), (ii) Series 2024 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2024 Revenue Account.

(c) On the forty-fifth (45<sup>th</sup>) day preceding each Interest Payment Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2024 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2024 Revenue Account for deposit into the Series 2024 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2024 Revenue Account to pay Debt Service coming due on the Series 2024 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2024 Bonds set forth in the form of Series 2024 Bonds attached hereto, Section 301 hereof, and Article III of the Master Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2024 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

**FIRST**, to the Series 2024 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2024 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2024 Interest Account not previously credited;

**SECOND**, on May 1, 2025, and on each May 1 thereafter, to the Series 2024 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2024 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2024 Sinking Fund Account not previously credited; and

**THIRD**, the balance shall first be deposited into the Series 2024 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2024 Bonds, and then the balance shall be retained in the Series 2024 Revenue Account.

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2024 Revenue Account on such November 2 shall be deposited into the Series 2024 Prepayment Subaccount

and applied on the next succeeding Redemption Date to the extraordinary redemption of Series 2024 Bonds; provided however, that on the date of such proposed transfer there are no fees or expenses of the Trustee due, and the Trustee shall not have actual knowledge (as described in Section 606 of the Master Indenture) of an Event of Default under the Master Indenture or hereunder relating to any of the Series 2024 Bonds.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2024 Revenue Account to the Series 2024 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, moneys on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Series 2024 Investment Obligations. Earnings on investments in the Series 2024 Interest Account shall be retained, as realized, in such Account and used for the purpose of such Account. Earnings on investments in the Funds and Accounts other than as set forth above, shall be deposited, as realized, to the credit of the Series 2024 Revenue Account and used for the purpose of such Account.

## **ARTICLE V CONCERNING THE TRUSTEE**

**Section 501. Acceptance by Trustee.** The Trustee accepts the trusts declared and provided in this Fourteenth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth herein and in the Master Indenture.

**Section 502. Limitation of Trustee's Responsibility.** The Trustee shall not be responsible in any manner for the due execution of this Fourteenth Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

**Section 503. Trustee's Duties.** Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Article VI thereof.

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## **ARTICLE VI ADDITIONAL BONDS**

**Section 601. No Parity Bonds.** The District shall not, while any Series 2024 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2024 Trust Estate.

## **ARTICLE VII MISCELLANEOUS**

**Section 701. Confirmation of Master Indenture.** As supplemented by this Fourteenth Supplemental Indenture, the Master Indenture is in all respects ratified and confirmed, and this Fourteenth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fourteenth Supplemental Indenture and to the Series 2024 Bonds issued hereunder.

**Section 702. Continuing Disclosure Agreement.** Contemporaneously with the execution and delivery hereof, the District has executed and delivered the Continuing Disclosure Agreement in order to comply with the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. The District covenants and agrees to comply with the provisions of the Continuing Disclosure Agreement. However, as set forth therein, failure to so comply shall not constitute an Event of Default hereunder, but instead shall be enforceable as provided in the Continuing Disclosure Agreement.

**Section 703. Additional Covenant Regarding Assessments.** In addition to, and not in limitation of, the covenants contained elsewhere in this Fourteenth Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the Series 2024 Assessment Proceedings heretofore adopted with respect to the Series 2024 Assessments, including the Assessment Methodology, and to levy the Series 2024 Assessments in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2024 Bonds, when due. The Assessment Methodology shall not be materially amended without prior written consent of the Majority Owners.

**Section 704. Collection of Assessments.** Anything herein or in the Master Indenture to the contrary notwithstanding but subject to the immediately succeeding sentence, Series 2024 Assessments pledged hereunder to secure the Series 2024 Bonds shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect such Series 2024 Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to

use the Uniform Method, the District may elect to collect and enforce such Series 2024 Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.

**Section 705. Foreclosure of Assessment Lien.** Notwithstanding Section 814 of the Master Indenture or any other provision of the Indenture to the contrary, the following provisions shall apply with respect to the Series 2024 Assessments and Series 2024 Bonds.

If any property shall be offered for sale for the nonpayment of any Series 2024 Assessments and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount less than or equal to the balance due on the Series 2024 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive, in its corporate name or in the name of a special purpose entity, title to the property for the benefit of the Owners of the Series 2024 Bonds; provided that the Trustee shall have the right acting at the direction of the Majority Owners, but shall not be obligated, to direct the District with respect to any action taken pursuant to this Section 705. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the Series 2024 Revenue Account. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the benefit of the Owners of the Series 2024 Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners. The Trustee may, upon direction from the Majority Owners, pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture.

**Section 706. Payment of Rebate Amount.** Anything herein or in the Master Indenture to the contrary notwithstanding, the District shall cause a Rebate Analyst to determine the Rebate Amount, if any, at the times and in the manner provided in the Tax Regulatory Covenants attached as an exhibit to the Arbitrage Certificate. If a Rebate Amount shall be due, the District shall deliver to the Trustee the written direction of an Authorized Officer to pay from the Series 2024 Rebate Account, or from any other available funds as shall be provided in such written direction, the Rebate Amount to the District for remittance to the Internal Revenue Service. The Trustee may conclusively rely on such written direction and shall have no responsibility for the calculation or payment of the Rebate Amount, if any. Notwithstanding Section 507(b) of the Master Indenture, the District shall not be required to provide the report of the Rebate Analyst to the Trustee.

**Section 707. Requisite Owners for Direction or Consent.** Anything in the Master Indenture to the contrary notwithstanding, any direction or consent or similar provision which requires fifty-one percent (51%) of the Owners, shall in each case be deemed to refer to, and shall mean, the Majority Owners.

**Section 708. No Duty to File Annual Report.** Anything in Section 808(a) of the Master Indenture to the contrary notwithstanding, the District shall not be required to file an annual report with the Trustee.

**Section 709. Brokerage Statements.** The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 710. Patriot Act Requirements of the Trustee.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

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**IN WITNESS WHEREOF**, Capital Region Community Development District has caused this Fourteenth Supplemental Indenture to be signed in its name and on its behalf by its Chairman, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Fourteenth Supplemental Indenture to be signed in its name and on its behalf by its duly authorized Vice President.

**(SEAL)**

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Secretary

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

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as successor in interest to SunTrust Bank,  
as Trustee

By: \_\_\_\_\_  
Vice President

**EXHIBIT A**

**FORM OF SERIES 2024 BONDS**

No. 2024R-

\$[ ]

**UNITED STATES OF AMERICA  
STATE OF FLORIDA  
CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT  
CAPITAL IMPROVEMENT REVENUE REFUNDING BOND, SERIES 2024**

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
%	May 1, 20[ ]	[Closing Date]	

**Registered Owner:** CEDE & CO.

**Principal Amount:**

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT**, a community development district duly established and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture hereinafter mentioned) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for or, if no interest has been paid, from the Dated Date shown above on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing on November 1, 2024, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (hereinafter defined), be paid to the registered Owner hereof at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent (hereinafter



defined) to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of this Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent (collectively, the "Paying Agent"), unless the Bonds are held in the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner set forth above if such Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2024 Bonds, as defined below). Interest on this Bond will be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. During any period that this Bond is registered in the name of Cede & Co., as Nominee of DTC, the provisions of the Supplemental Indenture (hereinafter defined) relating to the book-entry only system shall apply, including the payment provisions thereof. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the hereinafter defined Indenture.

This Bond is one of a duly authorized issue of Bonds of the District designated "Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024" in the aggregate principal amount of \$[Bond Amount] (the "Series 2024 Bonds") issued under a Master Trust Indenture, dated as of March 1, 2001 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), as supplemented by a Fourteenth Supplemental Trust Indenture, dated as of July 1, 2024 (the "Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee (the Series 2024 Bonds together with any other Bonds issued under and governed by the terms of the Master Indenture are hereinafter collectively referred to as the "Bonds"). The District will apply the proceeds of the Series 2024 Bonds, together with other funds of the District, to (a) currently refund and redeem all of the District's Outstanding Capital Improvement Revenue Refunding Bonds, Series 2013, (b) pay certain costs associated with the issuance of the Series 2024 Bonds, and (c) pay a portion of the interest to become due on the Series 2024 Bonds.

NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS BOND AND THE SERIES OF WHICH IT IS A PART AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON AND THEREON DO NOT CONSTITUTE EITHER A PLEDGE

OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS HEREOF SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 PLEDGED REVENUES AND THE SERIES 2024 PLEDGED FUNDS PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

This Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Series 2024 Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Amortization Installments and Redemption Price of, and the interest on, the Series 2024 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of Series 2024 Assessments, the terms and conditions under which the Series 2024 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Owners of the Series 2024 Bonds and, by the acceptance of this Bond, the Owner hereof assents to all of the provisions of the Indenture. The Series 2024 Bonds are equally and ratably secured by the Series 2024 Trust Estate, without preference or priority of one Series 2024 Bond over another. The Supplemental Indenture does not authorize the issuance of any Additional Bonds ranking on parity with the Series 2024 Bonds as to the lien and pledge of the Series 2024 Trust Estate.

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"); provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000. This Bond is transferable by the registered Owner hereof or its duly authorized attorney at the designated corporate trust office of the Trustee in Fort Lauderdale, Florida, as Bond Registrar (the "Bond Registrar"), upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment

of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Bond Registrar in Fort Lauderdale, Florida, in the manner and subject to the limitations and conditions provided in the Master Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The Series 2024 Bonds are not subject to redemption prior to maturity at the option of the District.

The Series 2024 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

The Series 2024 Bonds maturing May 1, 20[\_\_\_], are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<b>May 1 of the Year</b>	<b>Amortization Installment</b>	<b>May 1 of the Year</b>	<b>Amortization Installment</b>
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\* Final maturity

As more particularly set forth in the Indenture, any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds. Amortization Installments are also subject to recalculation, as provided in the Supplemental Indenture, as the result of the redemption of Series 2024 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2024 Bonds as set forth in the Supplemental Indenture.

The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, from amounts, including Series 2024 Prepayments, required by the Indenture to be deposited into the Series 2024 Prepayment Subaccount.

If less than all of the Series 2024 Bonds shall be called for redemption, the particular Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any

action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2024 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Master Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Master Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Bond which remain unclaimed for two (2) years after the date when such Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee cash or Federal Securities sufficient to pay the principal or Redemption Price of any Series 2024 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2024 Bonds as to the Series 2024 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

**IN WITNESS WHEREOF**, Capital Region Community Development District has caused this Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary to the Board of Supervisors.

Attest:

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

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

**(SEAL)**

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as successor in interest to SunTrust Bank,  
as Trustee

Date of Authentication:

[Closing Date] \_\_\_\_\_

By: \_\_\_\_\_  
Vice President

**CERTIFICATE OF VALIDATION**

This Bond is one of a Series of Bonds which were validated by judgment of the Second Judicial Circuit of Florida, in and for Leon County rendered on October 26, 2000.

\_\_\_\_\_  
Chairman, Board of Supervisors,  
Capital Region  
Community Development District

**[FORM OF ABBREVIATIONS]**

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenants by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANSFER MIN ACT - \_\_\_\_\_ Custodian \_\_\_\_\_ under  
Uniform Transfer to Minors Act \_\_\_\_\_ (Cust.) \_\_\_\_\_ (Minor)  
(State)

Additional abbreviations may also be used though not in the above list.

**[FORM OF ASSIGNMENT]**

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the said Bond on the books of the District, with full power of substitution in the premises.

Dated:

Social Security Number or Employer:

Identification Number of Transferee:

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

NOTICE: The assignor's signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular without alteration or any change whatsoever.

**PRELIMINARY LIMITED OFFERING MEMORANDUM DATED JUNE [REDACTED], 2024**

**NEW ISSUE - BOOK-ENTRY ONLY**

**NOT RATED**

*In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2024 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes, except as otherwise described herein under the caption "TAX MATTERS" and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2024 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.*

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT  
(Tallahassee, Florida)**

**\$5,365,000\***

**Capital Improvement Revenue Refunding Bonds, Series 2024**

**Dated: Date of delivery**

**Due: May 1, as shown below**

The \$5,365,000\* Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds") are being issued by the Capital Region Community Development District (the "District") pursuant to a Master Trust Indenture dated as of March 1, 2001 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), as supplemented by a Fourteenth Supplemental Trust Indenture dated as of July 1, 2024, between the District and the Trustee (the "Fourteenth Supplement" and, together with the Master Indenture, the "Indenture"). The Series 2024 Bonds are being issued initially in the form of a separate single certificated fully registered bond for each maturity thereof, in denominations of \$5,000 or any integral multiple thereof; provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and Chapter 42CC-1, Florida Administrative Code, adopted by the Florida Land & Water Adjudicatory Commission on February 28, 2000.

The Series 2024 Bonds are payable from and secured by the Series 2024 Trust Estate, which includes the Series 2024 Pledged Revenues and the Series 2024 Pledged Funds as provided for in the Indenture. The Series 2024 Pledged Revenues consist of the revenues derived by the District from the Series 2024 Assessments levied against certain lands in the District that are subject to assessment as a result of the 2002A Project (hereinafter defined). The Series 2024 Pledged Funds consist of all of the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Indenture. See "SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS."

The Series 2024 Bonds, when issued, will be registered in the name of Cede & Co., as the Owner and Nominee for The Depository Trust Company ("DTC"), New York, New York. Purchases of beneficial interests in the Series 2024 Bonds will be made in book-entry only form. Accordingly, principal of and interest on the Series 2024 Bonds will be paid from the sources described herein by the Trustee directly to Cede & Co. as the Nominee of DTC and the registered Owner thereof. Disbursements of such payments to the Direct Participants (as defined herein) is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of Direct Participants and the Indirect Participants (as defined herein), as more fully described herein. Any purchaser as a Beneficial Owner of a Series 2024 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such Series 2024 Bond. See "DESCRIPTION OF THE SERIES 2024 BONDS - Book-Entry Only System" herein. The Series 2024 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. Interest on the Series 2024 Bonds is payable semi-annually on each May 1 and November 1, commencing November 1, 2024.

Some or all of the Series 2024 Bonds are subject to mandatory and extraordinary mandatory redemption at the times, in the amounts and at the redemption prices as more fully described herein.

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\* Preliminary, subject to change.



The Series 2024 Bonds are being issued to, together with other funds of the District: (i) currently refund and redeem all of the Outstanding Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2013; (ii) pay certain costs associated with the issuance of the Series 2024 Bonds; and (iii) pay the interest to become due on the Series 2024 Bonds on November 1, 2024.

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS OF THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS OF THE SERIES 2024 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 PLEDGED REVENUES AND THE SERIES 2024 PLEDGED FUNDS PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED IN THE SERIES 2024 BONDS AND IN THE INDENTURE.

THE SERIES 2024 BONDS INVOLVE A DEGREE OF RISK (SEE "BONDOWNERS' RISKS" HEREIN) AND ARE NOT SUITABLE FOR ALL INVESTORS. PURSUANT TO APPLICABLE STATE LAW, THE UNDERWRITER IS LIMITING THIS INITIAL OFFERING OF THE SERIES 2024 BONDS TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON ANY TRANSFERS IN THE SECONDARY MARKET FOR THE SERIES 2024 BONDS. THE SERIES 2024 BONDS ARE NOT RATED OR CREDIT ENHANCED. SEE "SUITABILITY FOR INVESTMENT" AND "BONDOWNERS' RISKS" HEREIN.

This cover page contains information for quick reference only. It is not a summary of the Series 2024 Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

**AMOUNTS, INTEREST RATES, MATURITIES, YIELDS, PRICES AND INITIAL CUSIP NUMBERS<sup>†</sup>**

\$ \_\_\_\_\_ % Series 2024 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>  
\$ \_\_\_\_\_ % Series 2024 Term Bond Due May 1, 20\_\_ - Yield: \_\_\_\_% - Price: \_\_\_\_ - CUSIP No. \_\_\_\_\_<sup>†</sup>

*The Series 2024 Bonds are offered for delivery when, as and if issued by the District and accepted by MBS Capital Markets, LLC, the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2024 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Trustee by its counsel, Holland & Knight, LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida. It is expected that the Series 2024 Bonds will be available for delivery through the facilities of The Depository Trust Company in New York, New York on or about July \_\_, 2024.*

**MBS CAPITAL MARKETS, LLC**

Dated: \_\_\_\_\_, 2024

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<sup>†</sup> The District is not responsible for the use of CUSIP numbers, nor is any representation made as to their correctness. They are included solely for the convenience of the readers of this Limited Offering Memorandum.

**RED HERRING LANGUAGE:**

This Preliminary Limited Offering Memorandum and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Limited Offering Memorandum constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds in any jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration, qualification, or exemption under the securities laws of such jurisdiction. The District has deemed this Preliminary Limited Offering Memorandum “final,” except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

**CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT**

**BOARD OF SUPERVISORS\***

L. Kyle Rojas, Chair  
Charles Urban, Vice Chair  
Susan Burns, Assistant Secretary  
Matthew Vogel, Assistant Secretary

**DISTRICT MANAGER**

Governmental Management Services, LLC  
St. Augustine, Florida

**ASSESSMENT CONSULTANT**

Governmental Management Services, LLC  
St. Augustine, Florida

**DISTRICT COUNSEL**

Kutak Rock LLP  
Tallahassee, Florida

**BOND COUNSEL**

Nabors, Giblin & Nickerson, P.A.  
Tampa, Florida

**COUNSEL TO THE UNDERWRITER**

Bryant Miller Olive P.A.  
Orlando, Florida

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\* There is currently one (1) vacant seat on the Board of Supervisors.

## REGARDING USE OF THIS LIMITED OFFERING MEMORANDUM

No dealer, broker, salesman or other person has been authorized by the District, the City of Tallahassee, Florida, Leon County, Florida, the State of Florida, or the Underwriter to give any information or to make any representations other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2024 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information set forth herein has been obtained from the District, the District Manager, the Assessment Consultant, and other sources that are believed by the Underwriter to be reliable. The District, the District Manager, and the Assessment Consultant will, at closing, deliver certificates certifying that certain of the information each supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change with respect to the matters described herein since the date hereof.

The information set forth herein has been obtained from public documents, records, and other sources, including the District, which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Statements contained herein that are not purely historical, are forward-looking statements, including statements regarding the District's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included herein are based on information available on the date hereof, and the District assumes no obligation to update any such forward-looking statements. Such forward-looking statements are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the District. Actual results could differ materially from those discussed in such forward-looking statements and, therefore, there can be no assurance that the forward-looking statements included herein will prove to be accurate.

THE UNDERWRITER IS LIMITING THIS OFFERING TO ACCREDITED INVESTORS WITHIN THE MEANING OF THE RULES OF THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES. HOWEVER, THE LIMITATION ON THE INITIAL OFFERING TO ACCREDITED INVESTORS DOES NOT DENOTE RESTRICTIONS ON TRANSFERS IN ANY SECONDARY MARKET FOR THE SERIES 2024 BONDS.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF BY SUCH JURISDICTIONS. NEITHER THE DISTRICT, THE CITY OF TALLAHASSEE, FLORIDA, LEON COUNTY, FLORIDA, THE STATE OF FLORIDA NOR ANY OTHER POLITICAL SUBDIVISION OR AGENCY THEREOF HAS GUARANTEED OR PASSED UPON THE MERITS OF THE SERIES 2024 BONDS OR UPON THE PROBABILITY OF ANY EARNINGS THEREON. OTHER THAN THE DISTRICT, NEITHER THE CITY OF TALLAHASSEE, FLORIDA, LEON COUNTY, FLORIDA, THE STATE OF FLORIDA, NOR ANY OTHER POLITICAL SUBDIVISION THEREOF HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS LIMITED OFFERING MEMORANDUM.

THIS LIMITED OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM (“ORIGINAL BOUND FORMAT”) OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: [WWW.MUNIOS.COM](http://WWW.MUNIOS.COM) AND [WWW.EMMA.MSRB.ORG](http://WWW.EMMA.MSRB.ORG). THIS LIMITED OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

THIS LIMITED OFFERING MEMORANDUM IS NOT, AND SHALL NOT BE DEEMED TO CONSTITUTE, AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY REAL ESTATE, WHICH MAY ONLY BE MADE PURSUANT TO OFFERING DOCUMENTS SATISFYING APPLICABLE FEDERAL AND STATE LAWS RELATING TO THE OFFER AND SALE OF REAL ESTATE.

THIS PRELIMINARY LIMITED OFFERING MEMORANDUM IS IN A FORM DEEMED FINAL BY THE DISTRICT FOR PURPOSES OF RULE 15C2-12 ISSUED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15C2-12(B)(1).

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30, 2023



## LIMITED OFFERING MEMORANDUM

*relating to*

### CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT (Tallahassee, Florida)

**\$5,365,000\***

### **Capital Improvement Revenue Refunding Bonds, Series 2024**

## INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and appendices hereto, is to set forth certain information concerning the Capital Region Community Development District (the "District"), in connection with the offering and issuance of its Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds"). The District was created pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and Chapter 42CC-1, Florida Administrative Code, enacted by the Florida Land & Water Adjudicatory Commission on February 28, 2000, as amended (the "Rule"). The Series 2024 Bonds are being issued pursuant to the Act and a Master Trust Indenture dated as of March 1, 2001 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), as supplemented by a Fourteenth Supplemental Trust Indenture dated as of July 1, 2024, between the District and the Trustee (the "Fourteenth Supplement" and, together with the Master Indenture, the "Indenture") and resolutions of the District authorizing the issuance of the Series 2024 Bonds. All capitalized terms used in this Limited Offering Memorandum that are defined in the Indenture and not defined herein shall have the respective meanings set forth in the copy of the Master Indenture or form of the Fourteenth Supplement, both of which appear as composite APPENDIX B attached hereto. The information contained in this Introduction is part of this Limited Offering Memorandum and is subject in all respects to the more complete information contained in or incorporated into this Limited Offering Memorandum. This Introduction should not be considered a complete statement of the facts material to making an investment decision. This Limited Offering Memorandum speaks only as of its date and the information contained herein is subject to change.

THE SERIES 2024 BONDS ARE NOT RATED OR CREDIT ENHANCED AND ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS (SEE "SUITABILITY FOR INVESTMENT" AND "BONDDOWNERS' RISKS" HEREIN).

The District was established for the purposes, among others, of financing and managing the planning, acquisition, construction, maintenance, and operation of the infrastructure necessary for community development in a portion of the development known as SouthWood (the "Development"). The Act authorizes the District to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing, or reconstructing, enlarging, or extending, equipping, operating, and maintaining water management, water supply, sewer and wastewater management, bridges or culverts,

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\* Preliminary, subject to change.

district roads, streetlights, and other basic infrastructure projects within or without the boundaries of the District, all as provided in the Act.

Consistent with the requirements of the Indenture and the Act, the Series 2024 Bonds are being issued for the primary purpose of, together with other funds of the District, currently refunding and defeasing all of the Outstanding Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds"). The 2013 Bonds were issued by the District to refund and redeem the District's Outstanding Capital Improvement Revenue Bonds, Series 2002A (the "Series 2002A Bonds"). The Series 2002A Bonds were issued primarily to fund the acquisition and construction of public infrastructure including stormwater management, onsite and off-site road improvements, entrance features and landscaping, open space and recreational facilities, and certain subdivision improvements (collectively, the "2002A Project"). Proceeds of the Series 2024 Bonds and other funds of the District will additionally be used to pay costs of issuance associated with the issuance of the Series 2024 Bonds and fund the interest to become due on the Series 2024 Bonds on November 1, 2024.

The Series 2024 Bonds are payable from and secured by the revenues derived by the District from the Series 2024 Assessments and amounts comprising the Series 2024 Pledged Funds established by the Indenture. The Series 2024 Assessments will be levied and collected on the lands within the District currently subject to the Assessments securing the Series 2013 Bonds (the "Series 2013 Assessments"), which include 654 multi-family units, 82 townhome units, 636 single family units, and approximately 94.589 commercial acres (the "2024 Assessment Area") as such lands were specially benefited by the 2002A Project. See "APPENDIX A – ASSESSMENT REPORT" attached hereto.

The District has agreed in the Indenture that it shall not, while any Series 2024 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2024 Trust Estate.

There follows in this Limited Offering Memorandum a brief description of the District and the 2024 Assessment Area, together with summaries of the terms of the Indenture, the Series 2024 Bonds and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such documents or statutes and all references to the Series 2024 Bonds are qualified by reference to the form thereof and the information with respect thereto contained in the Indenture. A copy of the Master Indenture and the form of the Fourteenth Supplement are attached hereto as composite APPENDIX B.

## **SUITABILITY FOR INVESTMENT**

While the Series 2024 Bonds are not subject to registration under the Securities Act of 1933, as amended (the "Securities Act"), the Underwriter has determined that the Series 2024 Bonds are not suitable for investment by persons other than, and, as required by Chapter 189, Florida Statutes, will offer the Series 2024 Bonds only to, "accredited investors," within the meaning of Chapter 517, Florida Statutes, and the rules promulgated thereunder ("Accredited Investors"). However, the limitation of the initial offering to Accredited Investors does not denote restrictions on transfers in any secondary market for the Series 2024 Bonds. Prospective investors in the Series 2024 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2024 Bonds and should have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

Investment in the Series 2024 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the District or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum.

## THE DISTRICT

### General

The District was established pursuant to the Rule on February 28, 2000. The District consists of approximately 3,287 acres located in the southeastern part of the City of Tallahassee, Florida.

### Legal Powers and Authority

The District is an independent unit of special-purpose, local government created pursuant to, and established in accordance with, the Act. The Act was enacted in 1980 to provide a uniform method for the establishment of independent districts to manage and finance basic community development services, including capital infrastructure required for community developments throughout the State of Florida. The Act provides legal authority for community development districts (such as the District) to finance the acquisition, construction, operation and maintenance of the major infrastructure for community development pursuant to its general law charter.

Among other provisions, the Act gives the District's Board of Supervisors the authority to, among other things, (a) finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems, facilities, and basic infrastructure for, among other things: (i) water management and control for lands within the District and to connect any of such facilities with roads and bridges; (ii) water supply, sewer and waste-water management, reclamation and reuse systems or any combination thereof and to construct and operate connecting intercept or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system; (iii) District roads equal to or exceeding the specifications of the county in which such District roads are located and street lights, landscaping, hardscaping and undergrounding of electric utility lines; (iv) any other project, facility, or service required by a development approval, interlocal agreement, zoning condition, or permit issued by a governmental authority with jurisdiction in the District; and (v) with the consent of the local general-purpose government within the jurisdiction of which the power is to be exercised, parks and facilities for indoor and outdoor recreational uses, and security; (b) borrow money and issue bonds of the District; (c) impose and foreclose special assessments liens as provided in the Act; and (d) exercise all other powers, necessary, convenient, incidental or proper in connection with any of the powers or duties of the District stated in the Act.

The Act does not empower the District to adopt and enforce any land use plans or zoning ordinances and the Act does not empower the District to grant building permits. These functions are to be performed by general-purpose local governments having jurisdiction over the lands within the District.

The Act exempts all property owned by the District from levy and sale by virtue of an execution and from judgment liens.

## Board of Supervisors

The governing body of the District is its Board of Supervisors (the “Board”), which is composed of five Supervisors (the “Supervisors”). The Supervisors are elected to serve staggered four-year terms by vote of the qualified electors of the District. A qualified elector is a registered voter, a resident of the District and the State and a citizen of the United States. Supervisors must also be qualified electors. If there is a vacancy on the Board, the remaining Board members are to fill such vacancy for the unexpired term. The current members of the Board and their respective term expiration dates are set forth below. There is currently one vacancy on the Board.

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
L. Kyle Rojas	Chair	November 2026
Charles Urban	Vice Chair	November 2026
Susan Burns	Assistant Secretary	November 2026
Matthew Vogel	Assistant Secretary	November 2024

The Act empowers the Board of Supervisors to adopt administrative rules and regulations with respect to any projects of the District, and to enforce such rules and regulations. The Act permits the Board of Supervisors to levy taxes under certain conditions, and to levy special assessments, and to charge, collect and enforce fees and user charges for use of District facilities.

## District Manager and Other Consultants

The Act authorizes the Board to hire a District Manager as the chief administrative official of the District. The Act provides that the District Manager shall have charge and supervision of the works of the District and shall be responsible for (i) preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of the Act, (ii) maintaining and operating the equipment owned by the District, and (iii) performing such other duties as may be prescribed by the Board.

The District has hired Governmental Management Services, LLC (the “District Manager”) to serve as District Manager. The District Manager’s office is located at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 and its telephone number is (904) 940-5840 ext. 409.

The District Manager’s typical responsibilities can briefly be summarized as overseeing directly and coordinating the planning, financing, purchasing, staffing, reporting and governmental liaison for the District. The District Manager’s responsibilities include requisitioning moneys to pay construction contracts and the related accounting and reporting that is required by the Indenture.

The Act further authorizes the Board to hire such employees and agents as it deems necessary. Thus, the District has employed the services of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, as Bond Counsel; Kutak Rock LLP, Tallahassee, Florida, as District Counsel; and Governmental Management Services, LLC, St. Augustine, Florida, as Assessment Consultant to prepare the Assessment Report (hereinafter defined) for the Series 2024 Bonds.

## Outstanding Bonds of the District

The District has previously issued the Series 2013 Bonds under and pursuant to the Master Indenture, as supplemented by the Tenth Supplemental Trust Indenture, dated as of December 1, 2013, between the District and the Trustee (together with the Master Indenture, the “2013 Indenture”), of which

\$5,455,000 remains Outstanding (the “Refunded Bonds”) and which will be refunded with proceeds of the Series 2024 Bonds. The District has previously issued its Capital Improvement Revenue Refunding Bonds, Series 2018A-1 (the “Series 2018A-1 Bonds”) under and pursuant to the Eleventh Supplemental Trust Indenture, dated as of March 1, 2018, between the District and the Trustee, of which \$13,600,000 remains Outstanding and its Capital Improvement Revenue Refunding Bonds, Series 2018A-2 (the “Series 2018A-2 Bonds”) under and pursuant to the Twelfth Supplemental Trust Indenture, dated as of March 1, 2018, between the District and the Trustee, of which \$1,590,000 remains Outstanding. The District has also previously issued its Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2021 (the “Series 2021 Bonds”) under and pursuant to the Thirteenth Supplemental Trust Indenture, dated as of March 1, 2021, between the District and the Trustee, of which \$[REDACTED] remains Outstanding. Each of the Series 2013 Bonds, Series 2018A-1 Bonds, the Series 2018A-2 Bonds and the Series 2021 Bonds is secured by a separate pledge of a distinct Trust Estate under the respective Indenture for such Series and such Series does not constitute parity Bonds with any other Series. Due to the combining of parcels originating from different assessments areas, certain of the Assessments securing the Series 2018A-1 Bonds are levied on two (2) parcels that will also be subject to the Series 2024 Assessments and therefore such parcels secure both Assessments. See, “THE 2024 ASSESSMENT AREA – Other Assessments and Taxes” herein.

### **PLAN OF REFUNDING**

Concurrently with the delivery of the Series 2024 Bonds, a portion of the proceeds of the Series 2024 Bonds, and other available moneys, will be applied to the refunding of all of the Refunded Bonds. See “ESTIMATED SOURCES AND USES OF BOND PROCEEDS” and “VERIFICATION” herein.

To effect the refunding of the Refunded Bonds, the District will enter into an Escrow Deposit Agreement (the “Escrow Agreement”) with the Trustee for the Refunded Bonds, as escrow agent (in such capacity, the “Escrow Agent”). Pursuant to the terms of the Escrow Agreement, the District will deposit with the Escrow Agent a portion of the proceeds of the Series 2024 Bonds, and moneys held under the 2013 Indenture, to refund the Refunded Bonds. Such proceeds and 2013 Indenture funds are to be held uninvested by the Escrow Agent until applied to redeem the Refunded Bonds on or about August [REDACTED], 2024. Upon execution and delivery of the Escrow Agreement and the deposit of such proceeds and 2013 Indenture funds into the Escrow Fund, all as provided in the Escrow Agreement, in the opinion of Bond Counsel, rendered in reliance on the report of Causey Demgen & Moore, P.C. (see “VERIFICATION” herein), the Refunded Bonds will no longer be deemed Outstanding pursuant to the 2013 Indenture.

The moneys and securities, if any, held pursuant to the Escrow Agreement will not be available to pay Debt Service with respect to the Series 2024 Bonds.

### **VERIFICATION**

As of the delivery date of the Series 2024 Bonds, Causey Demgen & Moore, P.C., certified public accountants, will verify, from information provided to them, the mathematical accuracy of the computations contained in schedules provided by MBS Capital Markets, LLC, to determine that the cash deposit to be held in the Escrow Fund will be sufficient to pay, when due, the principal of, prepayment price and interest on the Refunded Bonds.

### **ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS**

The District has previously adopted the Amended Master Assessment Methodology dated August 14, 2008 and the Special Assessment Methodology Report for the Capital Improvement Revenue Refunding

Bonds, Series 2013 dated December 5, 2013 (together, the “Prior Reports”). In connection with the issuance of the Series 2024 Bonds, the Assessment Consultant has prepared the Series 2024 Refunding Bonds Supplemental Assessment Methodology Report dated June 13, 2024\* (the “Assessment Report”) attached hereto as APPENDIX A. The Prior Reports provides for a methodology to allocate the total costs and benefits derived from the 2002A Project to the benefited lands within the District and the Assessment Report applies the methodology set out in the Prior Reports to the Series 2024 Assessments levied in connection with the Series 2024 Bonds.

The Series 2024 Assessments will be levied on 654 multi-family units, 82 townhome units, 636 single family units, and approximately 94.589 commercial acres (the “2024 Assessment Area”). Due to the combination of parcels originating from the assessment areas securing the Series 2018A-1 Bonds and the Series 2013 Bonds, two (2) parcels in the Series 2024 Assessment Area will be subject to both the Assessments securing the Series 2018A-1 Bonds and the Series 2024 Assessments. See the Assessment Report attached hereto as APPENDIX A.

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\* Preliminary, subject to change based on the final terms of the Series 2024 Bonds.

The table below presents the estimated principal and annual Series 2024 Assessments that will be levied by the District for each of the respective product types in the 2024 Assessment Area in connection with the issuance of the Series 2024 Bonds.

<b>Product Type</b>	<b>Units/Acres</b>	<b>Est. Series 2024 Bonds Principal Per Unit</b>	<b>Est. Series 2024 Bonds Gross Annual Debt Service Per Unit*</b>
Apartment	654	\$2,023	\$330
Townhome	82	1,844	301
Single Family 40' Lot	153	2,156	351
Single Family 55' Lot	107	2,616	426
Single Family 65' Lot	127	3,229	526
Single Family 75' Lot	56	3,694	602
Single Family 85' Lot	77	4,000	652
Single Family 100' Lot	40	4,613	752
Single Family 1 Acre Lot	3	7,229	1,178
Single Family ½ Acre Lot	73	5,538	902
Commercial-3 (Acres)	28.970	11,646	1,898
Commercial-4 (Acres)	58.464	21,459	3,497
Commercial-5 (Acres)	2.120	21,457	3,496
Commercial-6 (Acres)	1.415	21,457	3,496
Commercial-7 (Acres)	3.620	21,457	3,496
	<b>1,466.589</b>		

\* Includes gross-up of 7% for early payment discounts and collection fees imposed by Leon County (the "County").

## THE 2024 ASSESSMENT AREA

### The Development

SouthWood (as previously defined, the "Development") is an approximately 3,287-acre master planned residential community located in southeastern Tallahassee, Florida (the "City") and within the County. The Development is generally located 10 miles south of Interstate 10 on State Road 319 between Apalachee Parkway (US 27) and Tram Road. The Development is approved as a Development of Regional Impact through the State and is located primarily within the City. Approximately 40 acres of the Development are located within an unincorporated area of the County. The Development has been under active development since 2000 and upon build-out is planned to include approximately 4,770 single family and multi-family residential units and approximately 349 blended commercial, office and industrial acres.

The Development currently includes an 18-hole semi-private golf course, golf clubhouse and recreational facilities, including passive and active parks; community center; tennis courts; and meeting rooms for civic functions. A traditional Town Center is located within the Development which includes office, retail, housing, and other ancillary uses. An education village has been built which contains the Florida State University Development Research School (grades K-12), Pope John Paul II High School and J. Michael Conley Elementary School, a Leon County public school which includes 835 students in grades K-5. In addition, an additional 40 acres is reserved for future Leon County District school expansion.

## General

The Series 2024 Bonds will be secured by the Series 2024 Assessments which will be levied on the 2024 Assessment Area. As previously described, the 2024 Assessment Area is comprised of 654 multi-family units, 82 townhome units, 636 single family units, and approximately 94.589 commercial acres. Within the 2024 Assessment Area, 168 apartment units, three (3) single family units and approximately 68.091 acres of blended commercial lands are currently vacant and undeveloped.

### Series 2013 Bonds and Series 2013 Assessments

The Series 2024 Assessments will continue to be collected annually by the Leon County Tax Collector similarly to the Series 2013 Assessments. The chart below details the current par amount outstanding for the Series 2013 Bonds allocated across the 2024 Assessment Area. All assessable units in the 2024 Assessment Area are accounted for on the County's tax roll and collected pursuant to the Uniform Method. Approximately 43.02% of the Series 2013 Assessments are allocated to residential product types and approximately 56.98% of the Series 2013 Assessments are allocated to commercial or apartment product types.

Product Type	# Units	2013 Bonds Outstanding	Assessment Per Unit (Gross)*	Total Revenue (Gross)*	% of Total Annual Revenue
<b>Residential</b>					
Townhome	82	\$154,536	\$329.30	\$27,002.60	2.83%
Single Family 40'	153	\$337,071	\$384.95	\$58,897.35	6.18%
Single Family 50'	107	\$286,004	\$467.05	\$49,974.35	5.24%
Single Family 60'	127	\$419,021	\$576.51	\$73,216.77	7.68%
Single Family 70'	56	\$211,369	\$659.52	\$36,933.12	3.87%
Single Family 80'	77	\$314,750	\$714.25	\$54,997.25	5.77%
Single Family 100'	40	\$188,569	\$823.73	\$32,949.20	3.46%
1/2 Acre Residential	73	\$413,110	\$988.82	\$72,183.86	7.57%
One Acre Residential	3	\$22,161	\$1,290.76	\$3,872.28	0.41%
<b>Commercial &amp; Apartments</b>					
Provenza Apartments	248	\$512,697	\$361.23	\$89,585.04	9.40%
Alexan Apartments	238	\$492,024	\$361.23	\$85,972.74	9.02%
Solitude Apartments	168	\$347,311	\$361.23	\$60,686.64	6.37%
Blended Commercial – 3	28.97	\$317,602	\$1,915.62	\$55,495.51	5.82%
Blended Commercial – 4	58.464	\$1,281,894	\$3,831.23	\$223,989.03	23.50%
Blended Commercial – 5	2.12	\$46,484	\$3,831.23	\$8,122.21	0.85%
Blended Commercial – 6	1.415	\$31,026	\$3,831.23	\$5,421.19	0.57%
Blended Commercial – 7	3.62	\$79,373	\$3,831.23	\$13,869.05	1.46%
<b>Totals</b>	<b>1,466.589</b>	<b>\$5,455,000</b>		<b>\$953,168.19</b>	<b>100.00%</b>

\* Includes gross-up of 7% for early payment discounts and collection fees imposed by the County.

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## Series 2024 Bonds and Series 2024 Assessments

The proposed Series 2024 Bonds will have an estimated principal amount of \$5,365,000\*. Under the proposed refunding scenario, the District anticipates a reduction in annual Debt Service of approximately 8.28%\* resulting in an annual reduction for the Series 2024 Assessments for the benefited property owners. The amounts in the table below are estimated and subject to change based upon the final terms of the Series 2024 Bonds.

Product Type	# Units	2024 Est. Debt Allocation	2024 Debt Allocation %	Assessment Per Unit (Gross)*	Est. 2024 MADS	Est. Annual Savings/Unit
<b>Residential</b>						
Townhome	82	\$151,233.53	2.82%	\$300.54	\$22,918.80	\$28.76
Single Family 40'	153	\$329,866.55	6.15%	\$351.32	\$49,989.88	\$33.63
Single Family 50'	107	\$279,891.48	5.22%	\$426.25	\$42,416.37	\$40.80
Single Family 60'	127	\$410,065.36	7.64%	\$526.15	\$62,143.67	\$50.36
Single Family 70'	56	\$206,851.42	3.86%	\$601.91	\$31,347.46	\$57.61
Single Family 80'	77	\$308,023.25	5.74%	\$651.86	\$46,679.62	\$62.39
Single Family 100'	40	\$184,538.67	3.44%	\$751.78	\$27,966.05	\$71.95
1/2 Acre Residential	73	\$404,280.34	7.54%	\$902.44	\$61,266.97	\$86.38
One Acre Residential	3	\$21,687.49	0.40%	\$1,178.01	\$3,303.02	\$112.75
<b>Commercial &amp; Apartments</b>						
Provenza Apartments	248	\$501,739.18	9.35%	\$329.68	\$76,036.44	\$31.55
Alexan Apartments	238	\$481,507.76	8.97%	\$329.68	\$72,970.46	\$31.55
Solitude Apartments	168	\$339,887.83	8.97%	\$329.68	\$51,508.56	\$31.55
Blended Commercial – 3	28.97	\$337,402.38	6.29%	\$1,897.84	\$51,131.90	\$17.78
Blended Commercial – 6	1.415	\$30,362.48	0.57%	\$3,496.56	\$4,601.30	\$334.67
Blended Commercial – 4/5/7	64.204	\$1,377,662.29	25.68%	\$3,496.56	\$208,778.88	\$334.67
<b>Totals</b>	<b>1,466,589</b>	<b>\$5,365,000.00</b>	<b>100.00%</b>	<b>\$874,239.78</b>	<b>\$813,043.00</b>	<b>\$78,928.37</b>

\* Includes gross-up of 7% for early payment discounts and collection fees imposed by the County.

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\* Preliminary, subject to change.

**Other Assessments and Taxes**

In addition to the Series 2024 Assessments, all assessable units in the 2024 Assessment Area are subject to annual ad valorem taxes as well as non-ad valorem special assessments levied by the District for its operation, maintenance, and administrative functions (“O&M Assessments”). The 2023 certified millage rate for the area of the County where the District is located is 19.3495 mills. The table below demonstrates the O&M Assessments budgeted for the 2024 fiscal year.

<b>Product Type</b>	<b>O&amp;M Assessments Per Unit (FY 2024)</b>	<b>Total O&amp;M Assessments</b>
Apartments – Solitude	\$262.91	\$44,168.15
Apartments – Provenza	\$262.91	\$65,200.61
Apartments – Alexan	\$262.91	\$62,571.55
Townhomes	\$252.99	\$20,745.18
Single Family 40'	\$295.16	\$45,159.48
Single Family 55'	\$358.40	\$38,348.80
Single Family 65'	\$442.74	\$56,227.98
Single Family 75'	\$505.98	\$28,334.88
Single Family 85'	\$550.68	\$42,402.36
Single Family 100'	\$632.49	\$25,299.60
1/2 Acre Residential	\$758.99	\$55,406.27
One Acre Residential	\$990.90	\$2,972.70
Commercial	\$2,952.32	\$279,257.26

Additionally, the Solitude Apartments and Alexan Apartments parcels are also subject to the Assessments securing the Series 2018A-1 Bonds. With respect to such Assessments, Alexan Apartments pays an annual gross Assessment in the amount of \$11,101 and Solitude Apartments pays an annual gross Assessment in the amount of \$27,426.

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## Value-to-Lien Ratios

Based upon information obtained from the Leon County Property Appraiser, the total market value for all assessable parcels located in the 2024 Assessment Area is \$367,053,581, which equates to a current direct market value-to-lien ratio for the 2024 Assessment Area of approximately 67.29:1.

Product Type	# Units/Acres	Par amount of Debt O/S Per Unit	Debt Outstanding (2013 Bonds)	2023 Market Value	Value-to-Lien Ratio
Apartments – Solitude	168	\$2,067.33	\$347,310.83	\$2,235,000	6.44x
Apartments – Provenza	248	\$2,057.33	\$512,696.93	\$36,598,829	71.38x
Apartments – Alexan	238	\$2,067.33	\$492,023.67	\$31,646,092	64.32x
Townhomes	82	\$1,884.59	\$154,536.41	\$18,672,587	120.83x
Single Family 40'	153	\$2,203.08	\$337,070.69	\$42,626,277	126.46x
Single Family 55'	107	\$2,672.94	\$286,004.18	\$33,723,642	117.91x
Single Family 65'	127	\$3,299.38	\$419,021.01	\$45,476,276	108.53x
Single Family 75''	56	\$3,774.45	\$211,368.97	\$22,407,470	106.01x
Single Family 85'	77	\$4,087.67	\$314,750.34	\$28,880,322	91.76x
Single Family 100'	40	\$4,714.22	\$188,568.92	\$22,252,185	118.01x
1/2 Acre Residential	73	\$5,659.04	\$413,109.64	\$45,044,699	109.04
One Acre Residential	3	\$7,387.04	\$22,161.13	\$2,769,681	124.98x
Blended Commercial 1	28.970	\$10,963.13	\$317,601.90	\$4,193,250	13.20x
Blended Commercial 2	65.599	\$21,932.89	\$1,438,775.59	\$30,527,271	21.22x
	<b>1,466.569</b>		<b>\$5,455,000.00</b>	<b>\$367,053,581</b>	<b>67.29x</b>

Extracted from the aggregate table above, based upon information obtained from the Leon County Property Appraiser, the market value for the vacant parcels in the 2024 Assessment Area (data current as of May 2024) is provided below.

Product Type	# Vacant Units	Debt Per Unit Outstanding	Total Debt Outstanding	2023 Market Value	Value-to-Lien Ratio
Solitude Apartments	168	\$2,067.33	\$347,310.83	\$2,235,000	6.44x
Single Family 100'	1	\$4,714.22	\$4,714.22	\$105,000	22.27x
Single Family 100'	1	\$4,714.22	\$4,714.22	\$106,250	22.54x
1/2 Acre Residential	1	\$5,659.04	\$5,659.04	\$131,250	23.19x
Blended Commercial 1	28.970	\$10,963.13	\$317,601.90	\$4,193,250	13.20x
Blended Commercial 2	39.121	\$21,932.89	\$1,438,775.59	\$30,527,271	21.22x
<b>Grand Total</b>	<b>239.091</b>		<b>\$2,118,775.80</b>	<b>\$37,298,021</b>	<b>17.60x</b>

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## Taxpayer Concentration

The information appearing in the following chart illustrates the top ten (10) largest Series 2024 Assessment payers in the 2024 Assessment Area based on current information obtained from the Leon County Property Appraiser in conjunction with information provided by the District and the percentage of the projected annual Series 2024 Assessments to be paid by such property owner.

Property Owner	Product Type	# Units/Acres	Vacant Units/Acres	Debt Assessment (Gross)*	% of Total Annual Assessments*
Southwood Investors LLC	Provenza – Apartments	248		\$89,585.04	9.40%
DJKS2000 LLC	Alexan – Apartments	238		\$85,972.74	9.02%
K&N Group	Vacant Commercial	15.620	15.620	\$59,843.81	6.28%
Solitude Apartments LLC	Solitude – Apartments	168	168	\$56,438.58	5.92%
Southwood Tallahassee LLC	Vacant Commercial	29	28.97	\$55,495.51	5.82%
The St. Joe Company LLC	Vacant Commercial	5.780	5.78	\$22,144.50	2.32%
MDSG Tallahassee LLC	Office Building	3.620		\$13,869.05	1.46%
2401 Barcelona SP LLC	UHaul Storage	3.180		\$12,183.31	1.28%
Southwood Place	Vacant Commercial	2.840	2.84	\$10,880.70	1.14%
Corporate One Federal Credit Union	Office Building	2.822		\$10,811.73	1.13%
<b>Subtotal Top 10 Assessment Payers</b>		<b>714.010</b>	<b>221.210</b>	<b>\$406,413.24</b>	<b>42.64%</b>
<b>All Other Assessment Payers</b>					
Residential		718	3.00	\$410,026.78	43.02%
Commercial & Apartments		34.579	14.881	136,728.14	14.34%
<b>Totals</b>		<b>1,466.589</b>	<b>239.091</b>	<b>\$953,168.16</b>	<b>100.00%</b>

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\* Preliminary, subject to change based on final terms of the Series 2024 Bonds.

**Collection History**

The District has collected at or greater than 100% of the net amount required to pay Debt Service on the Refunded Bonds for the last three (3) full Fiscal Years and as of May 8, 2024 of the current Fiscal Year as not all landowners took advantage of the 4% discount for early payment of real estate taxes allowed by State law.

Collection Year	Gross Amount Levied	Net Amount Levied	Net Amount Collected	% Collected
FY 2023-24 ytd	\$953,168	\$886,446	\$887,882	100.2%
FY 2022-23	\$927,020	\$862,129	\$869,337	100.8%
FY 2021-22	\$927,020	\$862,129	\$867,592	100.6%
FY 2020-21	\$927,020	\$862,129	\$865,645	100.4%

**DESCRIPTION OF THE SERIES 2024 BONDS**

**General Description**

The Series 2024 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an “Authorized Denomination”); provided, however, that the Series 2024 Bonds shall be delivered to the initial purchasers thereof only in aggregate principal amounts of \$100,000 or integral multiples of Authorized Denominations in excess of \$100,000.

Each Series 2024 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (a) is an Interest Payment Date to which interest on such Series 2024 Bond has been paid, in which event such Series 2024 Bond shall bear interest from its date of authentication; or (b) is prior to the first Interest Payment Date for the Series 2024 Bonds, in which event such Series 2024 Bond shall bear interest from its date.

The Series 2024 Bonds will be dated their date of delivery and will bear interest payable on each May 1 and November 1, commencing November 1, 2024 (each, an “Interest Payment Date”) and shall be computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months. The Series 2024 Bonds will mature on the dates, in such amounts and at such rates as set forth on the cover page of this Limited Offering Memorandum.

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owners of the Series 2024 Bonds at the close of business on the regular Record Date for such interest, which shall be the fifteenth (15<sup>th</sup>) day of the calendar month preceding such Interest Payment Date or, if such day is not a Business Day, on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture, the payment of interest and principal or Redemption Price or Amortization Installments shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Series 2024 Bond. Any payment of principal, Amortization Installment or Redemption Price shall be made only upon presentation thereof at the designated corporate trust office of U.S. Bank Trust Company, National Association, located in Fort Lauderdale, Florida, or any alternate or successor paying agent, unless the Series 2024 Bonds are held in

the book-entry system in which case presentation shall not be required. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owners of the Series 2024 Bonds if an Owner requests such method of payment in writing on or prior to the regular Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner set forth above owns not less than \$1,000,000 in aggregate principal amount of the Series 2024 Bonds.

The Series 2024 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2024 Bond for each maturity thereof. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as Nominee of DTC, the initial Bond Depository. With respect to the Series 2024 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any Direct Participant or Indirect Participant. See "Book-Entry Only System" below for more information about DTC and its book-entry only system.

### **Redemption Provisions for the Series 2024 Bonds**

*Optional Redemption.* The Series 2024 Bonds are not subject to redemption prior to maturity at the option of the District.

*Mandatory Redemption in Part.* The Series 2024 Bonds maturing on May 1, 20\_\_, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Fourteenth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installments</u>
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\* Final Maturity

The Series 2024 Bonds maturing on May 1, 20\_\_, are subject to mandatory redemption in part by the District by lot prior to their scheduled maturity from moneys in the Series 2024 Sinking Fund Account established under the Fourteenth Supplement in satisfaction of applicable Amortization Installments at the Redemption Price of the principal amount thereof, without premium, together with accrued interest to the date of redemption on May 1 of the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amortization Installments</u>
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\* Final Maturity

As more particularly set forth in the Indenture, any Series 2024 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2024 Bonds. Amortization Installments are also subject to recalculation, as provided in the Fourteenth Supplement, as the result of the redemption of Series 2024 Bonds other than from scheduled Amortization Installments so as to reamortize the remaining Outstanding principal balance of the Series 2024 Bonds as set forth in the Fourteenth Supplement.

Extraordinary Mandatory Redemption in Whole or in Part. The Series 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity in whole or in part on any Redemption Date at the Redemption Price of one hundred percent (100%) of the principal amount thereof, without premium, together with accrued interest to the Redemption Date, from amounts, including Series 2024 Prepayments, required by the Indenture to be deposited into the Series 2024 Prepayment Subaccount.

If less than all of the Series 2024 Bonds shall be called for redemption, the particular Series 2024 Bonds or portions of Series 2024 Bonds to be redeemed shall be selected by lot by the Bond Registrar as provided in the Indenture, or as provided or directed by DTC.

### **Notice and Effect of Redemption**

Notice of each redemption of Series 2024 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the date of redemption to each registered Owner of Series 2024 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2024 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2024 Bonds or such portions thereof on such date, interest on such Series 2024 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2024 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2024 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

### **Book-Entry Only System**

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE DISTRICT BELIEVES TO BE RELIABLE, BUT THE DISTRICT TAKES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2024 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS LIMITED OFFERING MEMORANDUM TO THE SERIES 2024 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2024 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT

TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2024 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2024 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2024 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2024 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2024 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE DISTRICT NEITHER MAKES NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2024 Bond certificate will be issued for each maturity of the Series 2024 Bonds as set forth in the cover of this Limited Offering Memorandum, each in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the SEC. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.



To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within a series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions and dividend payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the paying agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest on the Series 2024 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2024 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Series 2024 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof.

NEITHER THE DISTRICT NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS. THE DISTRICT CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2024 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE SERIES 2024 BONDS**

### **General**

The Series 2024 Bonds are payable from and secured by the revenues derived by the District from the Series 2024 Assessments (the "Series 2024 Pledged Revenues") and amounts in the Funds and Accounts (except for the Series 2024 Rebate Account) established by the Indenture (the "Series 2024 Pledged Funds" and, together with the Series 2024 Pledged Revenues, the "Series 2024 Trust Estate").

The Series 2024 Assessments represent an allocation of a portion of the costs of the 2002A Project, including bond financing costs, to the 2024 Assessment Area in accordance with the Assessment Report attached hereto as APPENDIX A.

NEITHER THE SERIES 2024 BONDS NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THE SERIES 2024 BONDS AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE THEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS OF THE SERIES 2024 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE OR THE TERMS OF THE SERIES 2024 BONDS SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE SERIES 2024 PLEDGED REVENUES AND THE SERIES 2024 PLEDGED FUNDS PLEDGED TO THE SERIES 2024 BONDS, ALL AS PROVIDED IN THE SERIES 2024 BONDS AND IN THE INDENTURE.

## Funds and Accounts

The Fourteenth Supplement establishes with the Trustee the following Accounts: 1) within the Acquisition and Construction Fund, a Series 2024 Costs of Issuance Account; 2) within the Debt Service Fund, (i) a Series 2024 Debt Service Account and therein a Series 2024 Sinking Fund Account and a Series 2024 Interest Account and (ii) a Series 2024 Bond Redemption Account and therein a Series 2024 Prepayment Subaccount; 3) within the Revenue Fund, a Series 2024 Revenue Account; and 4) within the Rebate Fund, a Series 2024 Rebate Account. *No Reserve Account is being established for the Series 2024 Bonds.*

## Flow of Funds

(a) The Trustee is authorized and directed by the Indenture to deposit any and all amounts required to be deposited in the Series 2024 Revenue Account by the Indenture, and any other amounts or payments specifically designated by the District pursuant to a written direction or by a Supplemental Indenture for said purpose. The Series 2024 Revenue Account shall be held by the Trustee separate and apart from all other Funds and Accounts held under the Indenture and from all other moneys of the Trustee.

(b) The Trustee shall deposit into the Series 2024 Revenue Account (i) Series 2024 Assessment Revenues other than Series 2024 Prepayments (which Series 2024 Prepayments shall be identified by the District to the Trustee as such in writing upon deposit, upon which certification the Trustee may conclusively rely, and which shall be deposited into the Series 2024 Prepayment Subaccount), (ii) Series 2024 Prepayment Interest, and (iii) any other revenues required by other provisions of the Indenture to be deposited into the Series 2024 Revenue Account.

(c) On the forty-fifth (45<sup>th</sup>) day preceding each Interest Payment Date (or if such forty-fifth (45<sup>th</sup>) day is not a Business Day, on the Business Day preceding such forty-fifth (45<sup>th</sup>) day), the Trustee shall determine the amount on deposit in the Series 2024 Prepayment Subaccount and, if the balance therein is greater than zero, shall, upon written direction from the District, transfer from the Series 2024 Revenue Account for deposit into the Series 2024 Prepayment Subaccount an amount sufficient to increase the amount on deposit therein to the nearest integral multiple of \$5,000 (provided that there are sufficient funds remaining in the Series 2024 Revenue Account to pay Debt Service coming due on the Series 2024 Bonds on the next succeeding Interest Payment Date), and shall thereupon give notice and cause the extraordinary mandatory redemption of the Series 2024 Bonds on the next succeeding Redemption Date in the maximum aggregate principal amount for which moneys are then on deposit in the Series 2024 Prepayment Subaccount in accordance with the provisions for extraordinary mandatory redemption of the Series 2024 Bonds set forth in the Series 2024 Bonds and the Indenture.

(d) On May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such May 1 or November 1), the Trustee shall transfer amounts on deposit in the Series 2024 Revenue Account to the Accounts designated below in the following amounts and in the following order of priority:

FIRST, to the Series 2024 Interest Account, the amount, if any, equal to the difference between the amount of interest payable on all Series 2024 Bonds then Outstanding on such May 1 or November 1, and the amount already on deposit in the Series 2024 Interest Account not previously credited;

SECOND, on May 1, 2025, and on each May 1 thereafter, to the Series 2024 Sinking Fund Account, the amount, if any, equal to the difference between the Amortization Installments of all Series 2024 Bonds subject to mandatory sinking fund redemption on such May 1 and the amount already on deposit in the Series 2024 Sinking Fund Account not previously credited; and

THIRD, the balance shall first be deposited into the Series 2024 Costs of Issuance Account to fund any deficiencies in the amount allocated to pay the costs of issuance relating to the Series 2024 Bonds, and then the balance shall be retained in the Series 2024 Revenue Account.

On each November 2 (or if such November 2 is not a Business Day, on the next Business Day thereafter), the balance on deposit in the Series 2024 Revenue Account on such November 2 shall be deposited into the Series 2024 Prepayment Subaccount and applied on the next succeeding Redemption Date to the extraordinary redemption of Series 2024 Bonds; provided, however, that on the date of such proposed transfer there are no fees or expenses of the Trustee due, and the Trustee shall not have actual knowledge of an Event of Default under the Indenture relating to any of the Series 2024 Bonds.

(e) On any date required by the Arbitrage Certificate, the District shall give the Trustee written direction to, and the Trustee shall, transfer from the Series 2024 Revenue Account to the Series 2024 Rebate Account the amount due and owing to the United States, which amount shall be paid to the United States when due in accordance with such Arbitrage Certificate.

### **Investments**

Moneys on deposit in all of the Funds and Accounts held as security for the Series 2024 Bonds shall be invested only in Series 2024 Investment Obligations. Earnings on investments in the Series 2024 Interest Account shall be retained, as realized, in such Account and used for the purpose of such Account. Earnings on investments in the Funds and Accounts other than as set forth above, shall be deposited, as realized, to the credit of the Series 2024 Revenue Account and used for the purpose of such Account.

### **Enforcement and Collection of Series 2024 Assessments**

The primary source of payment for the Series 2024 Bonds is the Series 2024 Assessments levied on the 2024 Assessment Area, all in accordance with the Series 2024 Assessment Proceedings. To the extent that any landowner fails to pay such Series 2024 Assessments, delays payment, or is unable to pay the Series 2024 Assessments, the successful pursuit of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2024 Bonds. The Act provides for various methods of collection of delinquent taxes by reference to other provisions of the Florida Statutes. See "ENFORCEMENT OF COLLECTION ASSESSMENTS" herein for a summary of payment and collection procedures relating to the Series 2024 Assessments appearing in the Florida Statutes.

The Fourteenth Supplement provides that subject to the immediately succeeding sentence, the Series 2024 Assessments pledged under the Indenture to secure the Series 2024 Bonds shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect such Series 2024 Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce such Series 2024 Assessments pursuant to any then available and commercially reasonable method under the Act, Chapter 170, Florida Statutes, Chapter 197, Florida Statutes, or any successor statutes thereto.

The District covenants in the Fourteenth Supplement to comply with the terms of the Series 2024 Assessment Proceedings heretofore adopted with respect to the Series 2024 Assessments, including the

Assessment Methodology (as defined in the Fourteenth Supplement), and to levy the Series 2024 Assessments in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2024 Bonds, when due. The Assessment Methodology shall not be materially amended without prior written consent of the Majority Owners

### **No Parity Bonds**

The District has agreed in the Indenture that it shall not, while any Series 2024 Bonds are Outstanding, issue or incur any debt payable in whole or in part from the Series 2024 Trust Estate.

### **Events of Default with Respect to the Series 2024 Bonds**

Each of the following shall be an “Event of Default” under the Indenture, with respect to the Series 2024 Bonds:

- (a) Any payment of Debt Service on the Series 2024 Bonds is not made when due; or
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations under the Indenture; or
- (c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of the 2002A Project; or
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged a bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or
- (e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or
- (f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District’s assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control; or
- (g) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Series 2024 Bonds or in the Indenture on the part of the District to be performed (other than a default in the payment of Debt Service on the Series 2024 Bonds, when due, which is an Event of Default under paragraph (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Series 2024 Bonds then Outstanding.

## **Re-Assessment**

Pursuant to the Indenture, if any Series 2024 Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Series 2024 Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Series 2024 Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Series 2024 Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Series 2024 Assessment from legally available moneys, which moneys shall be deposited into the Series 2024 Revenue Account. In case any such subsequent Series 2024 Assessment shall also be annulled, the District shall obtain and make other Series 2024 Assessments until a valid Series 2024 Assessment shall be made.

## **ENFORCEMENT OF ASSESSMENT COLLECTIONS**

### **General**

The primary source of payment for the Series 2024 Bonds is the collection of Series 2024 Assessments (“Special Assessments”) imposed on certain lands in the District specially benefited by the 2002A Project pursuant to the Series 2024 Assessment Proceedings. See “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” herein and “APPENDIX A - ASSESSMENT REPORT.”

The imposition, levy, and collection of Special Assessments must be done in compliance with the provisions of Florida law. Failure by the District, the Leon County Tax Collector (“Tax Collector”) or the Leon County Property Appraiser (“Property Appraiser”) to comply with such requirements could result in delay in the collection of, or the complete inability to collect, Special Assessments during any year. Such delays in the collection of Special Assessments, or complete inability to collect any Special Assessments, would have a material adverse effect on the ability of the District to make full or punctual payment of Debt Service on the Series 2024 Bonds. See “BONDOWNERS’ RISKS” herein. To the extent that landowners fail to pay the Special Assessments, delay payments, or are unable to pay the same, the successful pursuance of collection procedures available to the District is essential to continued payment of principal of and interest on the Series 2024 Bonds.

For the Special Assessments to be valid, the Special Assessments must meet two requirements: (1) the benefit from the 2002A Project to the lands subject to the Special Assessments must exceed or equal the amount of the Special Assessments, and (2) the Special Assessments must be fairly and reasonably allocated across all such benefitted properties. The Certificate of the Assessment Consultant to be delivered upon the issuance of the Series 2024 Bonds will certify that these requirements have been met with respect to the Special Assessments.

Pursuant to the Act, and the Series 2024 Assessment Proceedings, the District may collect the Special Assessments through a variety of methods. See “BONDOWNERS’ RISKS.” The District has covenanted in the Fourteenth Supplement that the Special Assessments shall be collected pursuant to the Uniform Method. To the extent the District is not able to collect the Special Assessments pursuant to the Uniform Method or to the extent the District determines that it is not in its best interest to use the Uniform Method, the District may elect to collect and enforce the Special Assessments pursuant to any then available and commercially reasonable method under the Act, Chapters 170 and 197, Florida Statutes, or any successor statutes thereto including, without limitation, direct collection by the District. See “ASSESSMENT METHODOLOGY AND ALLOCATION OF ASSESSMENTS” herein and “APPENDIX A” hereto.

## **Direct Billing & Foreclosure Procedure**

As noted above, and pursuant to Chapters 170 and 190 of the Florida Statutes, the District may directly levy, collect and enforce the Special Assessments. In this context, Section 170.10, Florida Statutes provides that upon the failure of any property owner to timely pay all or any part of its annual installment of principal and/or interest of a special assessment due, including the Special Assessments, the whole assessment, with the interest and penalties thereon, shall immediately become due and payable and subject to foreclosure. Generally stated, the governing body of the entity levying the special assessment, in this case the District, may foreclose by commencing a foreclosure proceeding in the same manner as the foreclosure of a real estate mortgage, or, alternatively, by commencing an action under Chapter 173, Florida Statutes, which relates to foreclosure of municipal tax and special assessment liens. Such proceedings are in rem, meaning that the action would be brought against the land, and not against the landowner. In light of the one year tolling period required before the District may commence a foreclosure action under Chapter 173, Florida Statutes, it is likely the District would commence an action to foreclose in the same manner as the foreclosure of a real estate mortgage rather than proceeding under Chapter 173, Florida Statutes.

Enforcement of the obligation to pay Special Assessments and the ability to foreclose the lien of such Special Assessments upon the failure to pay such Special Assessments may not be readily available or may be limited because enforcement is dependent upon judicial action which is often subject to discretion and delay. Additionally, there is no guarantee that there will be demand for any foreclosed lands sufficient to repay the Special Assessments. See “BONDOWNERS’ RISKS” herein.

## **Uniform Method Procedure**

Subject to certain conditions, the District may alternatively elect to collect the Special Assessments using the Uniform Method. The Uniform Method of collection is available only in the event the District complies with statutory and regulatory requirements and enters into agreements with the Tax Collector and Property Appraiser providing for the Special Assessments to be levied and then collected in this manner.

If the Uniform Method of collection is used, the Special Assessments will be collected together with County, school, special district, and other ad valorem taxes and non-ad valorem assessments (together, “Taxes and Assessments”), all of which will appear on the tax bill (also referred to as a “tax notice”) issued to each landowner in the District. The statutes relating to enforcement of Taxes and Assessments provide that such Taxes and Assessments become due and payable on November 1 of the year when assessed, or as soon thereafter as the certified tax roll is received by the Tax Collector, and constitute a lien upon the land from January 1 of such year until paid or barred by operation of law. Such Taxes and Assessments – including the Special Assessments – are to be billed, and landowners in the District are required to pay, all Taxes and Assessments without preference in payment of any particular increment of the tax bill, such as the increment owing for the Special Assessments. In other words, any partial prepayment by a landowner must be distributed in equal proportion to all taxing districts and levying authorities.

All Taxes and Assessments are payable at one time, except for partial payment schedules as may be provided by Florida law such as Sections 197.374 and 197.222, Florida Statutes. Partial payments made pursuant to Sections 197.374 and 197.222, Florida Statutes, are distributed in equal proportion to all taxing districts and levying authorities applicable to that account. If a taxpayer does not make complete payment of the total amount, he or she cannot designate specific line items on his or her tax bill as deemed paid in full. Therefore, in the event the Special Assessments are to be collected pursuant to the Uniform Method,

any failure to pay any one line item, would cause the Special Assessments to not be collected to that extent, which could have a significant adverse effect on the ability of the District to make full or punctual payment of the Debt Service requirements on the Series 2024 Bonds.

Under the Uniform Method, if the Special Assessments are paid during November when due or during the following three months, the taxpayer is granted a variable discount equal to 4% in November and decreasing one percentage point per month to 1% in February. All unpaid Taxes and Assessments become delinquent on April 1 of the year following assessment.

The Tax Collector is required to collect the Taxes and Assessments on the tax bill prior to April 1 and, after that date, to institute statutory procedures upon delinquency to collect such Taxes and Assessments through the sale of "tax certificates," as discussed below. Delay in the mailing of tax notices to taxpayers may result in a delay throughout this process. Neither the District nor the Underwriter can give any assurance to the holders of the Series 2024 Bonds (1) that the past experience of the Tax Collector with regard to tax and special assessment delinquencies is applicable in any way to the Special Assessments, (2) that future landowners and taxpayers in the District will pay such Special Assessments, (3) that a market may exist in the future for tax certificates in the event of sale of such certificates for taxable units within the District, and (4) that the eventual sale of tax certificates for real property within the District, if any, will be for an amount sufficient to pay amounts due under the Series 2024 Assessment Proceedings to discharge the lien of the Special Assessments and all other liens that are coequal therewith.

Collection of delinquent Special Assessments under the Uniform Method is, in essence, based upon the sale by the Tax Collector of "tax certificates" and remittance of the proceeds of such sale to the District for payment of the Special Assessments due. Prior to the sale of tax certificates, the landowner may bring current the delinquent Taxes and Assessments and cancel the tax certificate process by paying the total amount of delinquent Taxes and Assessments plus all applicable interest, costs and charges. If the landowner does not act, the Tax Collector is required to attempt to sell tax certificates by public bid to the person who pays the delinquent Taxes and Assessments owing, and any applicable interest, costs and charges, and who accepts the lowest interest rate per annum to be borne by the certificates (but not more than 18%).

Tax certificates are sold by public bid. If there are no bidders, the tax certificate is issued to the County. The County is to hold, but not pay for, the tax certificate with respect to the property, bearing interest at the maximum legal rate of interest, which is currently 18%. The Tax Collector does not collect any money if tax certificates are issued, or struck off, to the County. The County may sell such certificates to the public at any time after issuance, but before a tax deed application is made, at the face amount thereof plus interest at the rate of not more than 18% per annum, costs and charges. Proceeds from the sale of tax certificates are required to be used to pay Taxes and Assessments (including the Special Assessments), interest, costs and charges on the real property described in the certificate.

Any tax certificate in the hands of a person other than the County may be redeemed and canceled, in whole or in part (under certain circumstances), at any time before a tax deed is issued (unless full payment for a tax deed is made to the clerk of court, including documentary stamps and recording fees), at a price equal to the face amount of the certificate or portion thereof together with all interest, costs, and charges due. Regardless of the interest rate actually borne by the certificates, persons redeeming tax certificates must pay a minimum interest rate of five percent (5%), unless the rate borne by the certificates is zero percent (0%). The proceeds of such a redemption are paid to the Tax Collector who transmits to the holder of the tax certificate such proceeds less service charges, and the certificate is canceled. Redemption



of tax certificates held by the County is effected by purchase of such certificates from the County, as described above.

For any holder other than the County, a tax certificate expires seven years after the date of issuance, if a tax deed has not been applied for, and no other administrative or legal proceeding, including a bankruptcy, has existed of record, the tax certificate is null and void. After an initial period ending two years from April 1 of the year of issuance of a certificate, during which period actions against the land are held in abeyance to allow for sales and redemptions of tax certificates, and before the expiration of seven years from the date of issuance, the holder of a certificate may apply for a tax deed to the subject land. The applicant is required to pay to the Tax Collector at the time of application all amounts required to redeem or purchase all other outstanding tax certificates covering the land, plus interest, any omitted taxes or delinquent taxes and interest, and current taxes, if due (as well as any costs of resale, if applicable). If the County holds a tax certificate on property valued at \$5,000 or more and has not succeeded in selling it, the County must apply for a tax deed two years after April 1 of the year of issuance of the certificate or as soon thereafter as is reasonable. The County pays costs and fees to the Tax Collector but not any amount to redeem any other outstanding certificates covering the land. Thereafter, the property is advertised for public sale.

In any such public sale conducted by the Clerk of the Circuit Court, the private holder of the tax certificate who is seeking a tax deed for non-homestead property is deemed to submit a minimum bid equal to the amount required to redeem the tax certificate, charges for the cost of sale, including costs incurred for the service of notice required by statute, redemption of other tax certificates on the land, and all other costs to the applicant for the tax deed, plus interest thereon. In the case of homestead property, the minimum bid is also deemed to include, in addition to the amount of money required for the minimum bid on non-homestead property, an amount equal to one-half of the latest assessed value of the homestead. If there are no higher bids, the holder receives title to the land, and the amounts paid for the certificate and in applying for a tax deed are credited toward the purchase price. The holder is also responsible for payment of any amounts included in the bid not already paid, including but not limited to, documentary stamp tax, recording fees, and, if property is homestead property, the moneys to cover the one-half value of the homestead. If there are other bids, the holder may enter the bidding. The highest bidder is awarded title to the land. The portion of proceeds of such sale needed to redeem the tax certificate, together with all subsequent unpaid taxes plus the costs and expenses of the application for deed, with interest on the total of such sums, are forwarded to the holder thereof or credited to such holder if such holder is the successful bidder. Excess proceeds are distributed first to satisfy governmental liens against the land and then to the former title holder of the property (less service charges), lienholder of record, mortgagees of record, vendees of recorded contracts for deeds, and other lienholders and any other person to whom the land was last assessed on the tax roll for the year in which the land was assessed, all as their interest may appear.

Except for certain governmental liens, certain easements, and certain restrictive covenants and restrictions, no right, interest, restriction or other covenant survives the issuance of a tax deed. Thus, for example, outstanding mortgages on property subject to a tax deed would be extinguished.

If there are no bidders at the public sale, the clerk shall enter the land on a list entitled "lands available for taxes" and shall immediately notify the County Commission that the property is available. At any time within ninety (90) days from the date the property is placed on the list, the County may purchase the land for the opening bid, or may waive its rights to purchase the property. Thereafter, and without further notice or advertising, any person, the County or any other governmental unit may purchase the land by paying the amount of the opening bid. Ad valorem taxes and non-ad valorem assessments accruing after the date of public sale do not require repetition of the bidding process but are added to the minimum

bid. Three years from the date of delinquency, unsold lands escheat to the County in which they are located and all tax certificates and liens against the property are canceled and a deed is executed vesting title in the governing board of such County.

There can be no guarantee that the Uniform Method will result in the payment of Special Assessments. For example, the demand for tax certificates is dependent upon various factors, which include the rate of interest that can be earned by ownership of such certificates and the underlying value of the land that is the subject of such certificates and which may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the property within the District may affect the demand for certificates and the successful collection of the Special Assessments, which are the primary source of payment of the Series 2024 Bonds. Additionally, legal proceedings under federal bankruptcy law brought by or against a landowner who has not yet paid his or her property taxes or assessments would likely result in a delay in the sale of tax certificates. See "BONDOWNERS' RISKS" herein.

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**ESTIMATED SOURCES AND USES OF BOND PROCEEDS**

**Sources:**

Par Amount of Series 2024 Bonds	\$
Amounts on deposit in the 2013 Indenture	
[Plus/Minus]: [Net] Original Issue [Premium/Discount]	
<b>Total Sources</b>	<b>\$ _____</b>

**Uses:**

Amounts deposited into the Escrow Fund*	\$
Deposit to Series 2024 Interest Account†	
Deposit to Series 2024 Costs of Issuance Account	
Underwriter's Discount	
<b>Total Uses</b>	<b>\$ _____</b>

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\* To be used to redeem the Refunded Bonds on August \_\_, 2024.

† To be used to pay interest coming due on the Series 2024 Bonds on November 1, 2024.

The following table sets forth the scheduled Debt Service Requirements on the Series 2024 Bonds:

**DEBT SERVICE REQUIREMENTS**

<u>Period Ending November 1,</u>	<u>Series 2024 Principal</u>	<u>Series 2024 Interest</u>	<u>Total Series 2024 Debt Service Requirements</u>
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
<b>Total</b>			

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## **BONDOWNERS' RISKS**

There are certain risks inherent in an investment in bonds secured by special assessments issued by a public authority or governmental body in the State. Certain of such risks are associated with the Series 2024 Bonds offered hereby and are set forth below. This section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2024 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum, including all appendices hereto, in its entirety to identify investment considerations relating to the Series 2024 Bonds. Prospective investors in the Series 2024 Bonds should have such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Series 2024 Bonds and have the ability to bear the economic risks of such prospective investment, including a complete loss of such investment.

### **Limited Pledge**

The principal security for the payment of the principal of and interest on the Series 2024 Bonds is the timely collection of the Series 2024 Assessments. Recourse for the failure of any landowner to pay the Series 2024 Assessments, or otherwise fail to comply with its obligations, is limited to the collection proceedings against the land, which proceedings differ depending on whether the Series 2024 Assessments are being collected pursuant to the Uniform Method or directly by the District. The Series 2024 Assessments do not constitute a personal indebtedness of the landowners but are secured only by a lien on the land subject to the Series 2024 Assessments. The District has not granted a mortgage or security interest on any land subject to the Series 2024 Assessments. Furthermore, the District has not pledged the revenues, if any, from the operation of any portion of the 2002A Project as security for, or a source of payment of, the Series 2024 Bonds. No landowner is a guarantor of payment of any Series 2024 Assessments and the recourse for any landowner's failure to pay the Series 2024 Assessments on any land owned by such landowner is limited to the collection proceedings against such land. Several mortgage lenders have in the past, raised legal challenges to the primacy of liens similar to those of the Series 2024 Assessments in relation to the liens of mortgages burdening the same real property. There can be no assurance that mortgage lenders will not challenge the priority of the lien status of the Series 2024 Assessments in the event that actions are taken to foreclose on any property in the District.

### **Bankruptcy and Related Risks**

The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws affecting the rights of creditors enacted before or after such delivery. Under existing constitutional and statutory law and judicial decisions, in the event of the institution of bankruptcy or similar proceedings with respect to any landowner, the remedies specified by federal, State, and local law and in the Indenture and the Series 2024 Bonds, including, without limitation, enforcement of the obligation to pay the Series 2024 Assessments, may not be readily available or may be limited. Bankruptcy can also affect the ability of (1) any landowner being able to pay the Series 2024 Assessments, (2) the Tax Collector being able to sell tax certificates related to land owned by a landowner in bankruptcy to the extent the Uniform Method is being utilized for collecting the Series 2024 Assessments, and (3) the inability of the District to foreclose the lien of the Series 2024 Assessments not being collected by the Uniform Method. Any such adverse effect, either partially or fully, on the ability to enforce such remedies could have a material adverse effect on the District's ability to make the full or punctual payment of Debt Service on the Series 2024 Bonds.

## **Delay and Discretion Regarding Remedies**

The remedies available to the owners of the Series 2024 Bonds are in many respects dependent upon judicial actions which are often subject to discretion and delay. In addition to legal delays that could result from bankruptcy, the ability of the District to enforce collection of Delinquent Assessments will be dependent upon various factors, including the delay inherent in any judicial proceeding and the value of the land which is the subject of such proceedings and which may be subject to sale. In addition, if the District commences a foreclosure action against a landowner for nonpayment of Series 2024 Assessments, such landowner might raise affirmative defenses to such foreclosure action, which affirmative defenses could result in delays in completing the foreclosure action.

## **Limitation on Funds Available to Exercise Remedies**

In the event of a default by a landowner with respect to the payment of Series 2024 Assessments, if the Series 2024 Assessments are not collected under the Uniform Method, the District is required under the Indenture to fund the costs of foreclosure. It is possible that the District will not have sufficient funds therefor and will be compelled to request the owners of the Series 2024 Bonds to allow funds on deposit under the Indenture to be used to pay such costs. Under the Code (hereinafter defined), there are limitations on the amount of Series 2024 Bond proceeds that can be used for such purposes. As a result, there may be insufficient funds for the exercise of remedies.

## **Determination of Land Value upon Default**

To the extent that any portion of the Series 2024 Assessments are being collected by the Uniform Method, the ability of the Tax Collector to sell tax certificates, and to the extent that any portion of the Series 2024 Assessments are not being collected by the Uniform Method, the ability of the District to sell land upon foreclosure, both will be dependent upon various factors, including the interest rate which can be earned by ownership of such certificates and the value of the land which is the subject of such certificates and which may be subject to sale at the demand of the certificate holder after two years. The determination of the benefits to be received by the benefited land within the District as a result of implementation and development of the 2002A Project is not indicative of the realizable or market value of the land, which value may actually be higher or lower than the assessment of benefits. In other words, the value of the land could potentially be ultimately less than the debt secured by the Series 2024 Assessments associated with it. To the extent that the realizable or market value of the land is lower than the assessment of benefits, the ability of the Tax Collector to sell tax certificates relating to such land, or the District to sell such land upon foreclosure, may be adversely affected. Such adverse effect could render the District unable to collect Delinquent Assessments, if any, and could negatively impact the ability of the District to make the full or punctual payment of Debt Service on the Series 2024 Bonds.

## **Landowner Challenge of Assessed Valuation**

State law provides both administrative and judicial procedures whereby a taxpayer may contest the assessed valuation of his or her property determined by the Property Appraiser. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (i) request an informal conference with the Property Appraiser to resolve the issue, (ii) file a petition with the clerk of the county value adjustment board, or (iii) appeal to the Circuit Court within sixty (60) days of the certification for collection of the tax roll or within sixty (60) days of the issuance of a final decision by the value adjustment board. A petitioner before the value adjustment board who challenges the assessed value of property must pay all non-ad valorem assessments and make a partial payment of at least 75% of the ad

valorem taxes, less any applicable discount, before the taxes become delinquent. Before any judicial action to contest a tax assessment may be brought, the taxpayer shall pay to the tax collector not less than the amount of the tax which the taxpayer admits in good faith to be owing. During any such proceeding, all procedures for the collection of the unpaid taxes are suspended until the petition or suit is resolved. This could result in a delay in the collection of the Series 2024 Assessments which could have a material adverse effect upon the ability of the District to make full or punctual payment of Debt Service on the Series 2024 Bonds.

### **Failure to Comply with Assessment Proceedings**

The District is required to comply with statutory procedures in levying the Series 2024 Assessments. Failure of the District to follow these procedures could result in the Series 2024 Assessments not being levied or potential future challenges to such levy.

### **Other Taxes**

The willingness and/or ability of a landowner within the District to pay the Series 2024 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District, such as a county, a school board, a municipality, and other special districts, could, without the consent of the owners of the land within the District, impose additional taxes or assessments on the property within the District. County, municipal, school, and special district taxes and assessments, including the Series 2024 Assessments, and voter-approved ad valorem taxes levied to pay principal of and interest on bonds, are payable at the same time when collected under the Uniform Method. If a taxpayer does not make complete payment, he or she cannot designate specific line items on the tax bill as deemed paid in full. In such case, the Tax Collector does not accept partial payment. Therefore, any failure by a landowner to pay any one line item, whether or not it is the Series 2024 Assessments, would result in such landowner's assessments to not be collected, which could have a significant adverse impact on the District's ability to make full or punctual payment of Debt Service on the Series 2024 Bonds.

The District may also impose additional assessments which could encumber the property burdened by the Series 2024 Assessments. The District anticipates imposing operation and maintenance assessments encumbering the same property encumbered by the Series 2024 Assessments. In addition, lands within the District may also be subject to assessments by property and homeowner associations.

### **Economic Conditions**

The Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the landowners or the District.

### **Concentration of Land Ownership**

Payment of approximately 42.64% the Series 2024 Assessments is dependent upon the timely payment by top ten assessment payers comprised of multi-family apartment owners and owners of certain commercial property within the Series 2024 Assessment Area. In the event of the institution of bankruptcy or similar proceedings with respect to any owner of property within the District, delays could most likely occur in the payment of Debt Service on the Series 2024 Bonds. See, "Bankruptcy and Related Risks" above.

## **Regulatory and Environmental Risks**

The value of the land within the District and the likelihood of timely payment of Debt Service on the Series 2024 Bonds could be adversely affected by environmental factors with respect to the lands in the District, such as contamination by hazardous materials. No assurance can be given that unknown hazardous materials, protected animals, or vegetative species, etc., do not currently exist or may not develop in the future whether originating within the District or from surrounding property, and what effect such may have on the District lands. The District has not performed, nor has the District requested that there be performed on its behalf, any independent assessment of the environmental conditions within the District.

## **Cybersecurity**

The District relies on a technological environment to conduct its operations. The District, its agents and other third parties the District does business with or otherwise relies upon are subject to cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to such parties' digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. No assurance can be given that any such attack(s) will not materially impact the operations or finances of the District, which could impact the timely payment of Debt Service on the Series 2024 Bonds.

## **Infectious Viruses and/or Diseases**

A novel coronavirus outbreak first identified in 2019 as causing coronavirus disease 2019 ("COVID-19") was characterized by the World Health Organization on March 11, 2020, as a pandemic. Responses to COVID-19 varied at the local, state and national levels. In reaction to the pandemic declaration a variety of federal agencies, along with state and local governments, implemented efforts designed to limit the spread of COVID-19. COVID-19 negatively affected travel, commerce, and financial markets globally, including supply chain, inflation, and labor shortage issues, and could continue to have a lingering negative affect on economic growth and financial markets worldwide, including within the State. Although the World Health Organization no longer considers COVID-19 to be a global public health emergency, how long the foregoing negative impacts will last cannot be determined at this time; however, these negative impacts could reduce property values, slow or cease development and sales within the Development and/or otherwise have a negative financial impact on landowners. While the foregoing describes certain risks related to the outbreak of COVID-19, the same risks may be associated with any contagious epidemic, pandemic or disease.

## **Damage to District from Natural Disasters**

The value of the lands subject to the Series 2024 Assessments could be adversely affected by flooding or wind damage caused by hurricanes, tropical storms, or other catastrophic events. In addition to potential damage or destruction to any existing development or construction in or near the District, such catastrophic events could potentially render the District lands unable to support further development. The occurrence of any such events could materially adversely affect the District's ability to collect Series 2024 Assessments and pay Debt Service on the Series 2024 Bonds. The Series 2024 Bonds are not insured, and the District's casualty insurance policies do not insure against losses incurred on private lands within its boundaries.



## **Limited Secondary Market**

The Series 2024 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Series 2024 Bonds in the event an owner thereof determines to solicit purchasers of the Series 2024 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Series 2024 Bonds may be sold. Such price may be lower than that paid by the current Owner of the Series 2024 Bonds, depending on the progress of the Development, existing market conditions and other factors.

## **Interest Rate Risk; No Rate Adjustment for Taxability**

The interest rates borne by the Series 2024 Bonds are, in general, higher than interest rates borne by other bonds of political subdivisions that do not involve the same degree of risk as investment in the Series 2024 Bonds. These higher interest rates are intended to compensate investors in the Series 2024 Bonds for the risk inherent in the purchase of the Series 2024 Bonds. However, such higher interest rates, in and of themselves, increase the amount of Series 2024 Assessments that the District must levy in order to provide for payment of Debt Service on the Series 2024 Bonds, and, in turn, may increase the burden of landowners within the District, thereby possibly increasing the likelihood of non-payment or delinquency in payment of such Series 2024 Assessments.

The Indenture does not contain an adjustment of the interest rates on the Series 2024 Bonds in the event of a determination of taxability of the interest thereon. Such a change could occur as a result of the District's failure to comply with the Arbitrage Certificate executed by the District upon the issuance of the Series 2024 Bonds, including but not limited to the Tax Regulatory Covenants, or due to a change in the United States income tax laws. Should interest on the Series 2024 Bonds become includable in gross income for federal income tax purposes, owners of the Series 2024 Bonds will be required to pay income taxes on the interest received on such Series 2024 Bonds and related penalties. Because the interest rate on such Series 2024 Bonds will not be adequate to compensate owners of the Series 2024 Bonds for the income taxes due on such interest, the value of the Series 2024 Bonds may decline. Prospective purchasers of the Series 2024 Bonds should evaluate whether they can own the Series 2024 Bonds in the event that the interest on the Series 2024 Bonds becomes taxable and/or the District is ever determined to not be a political subdivision for purposes of the Code and/or Securities Act.

## **IRS Audit and Examination Risk**

The Internal Revenue Service (the "IRS") routinely examines bonds issued by state and local governments, including bonds issued by community development districts. There is no assurance that an audit by the IRS of the Series 2024 Bonds will not be commenced. The District has no reason to believe that any such audit will be commenced, or that any such audit, if commenced, would result in a conclusion of noncompliance with any applicable state or federal law. Owners of the Series 2024 Bonds are advised that, if the IRS does audit the Series 2024 Bonds, under its current procedures, at least during the early stages of an audit, the IRS will treat the District as the taxpayer, and the owners of the Series 2024 Bonds may have limited rights to participate in such procedure.\* The commencement of such an audit could adversely affect the market value and liquidity of the Series 2024 Bonds until the audit is concluded, regardless of the ultimate outcome. In addition, in the event of an adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds, it is unlikely the District will have available revenues to

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\* Owners of the Series 2024 Bonds are advised to consult with their own tax advisors regarding their rights (if any) with respect to such audit.

enable it to contest such determination or enter into a voluntary financial settlement with the IRS. An adverse determination by the IRS with respect to the tax-exempt status of interest on the Series 2024 Bonds may adversely impact any secondary market for the Series 2024 Bonds, and, if a secondary market exists, will likely adversely impact the price for which the Series 2024 Bonds may be sold.

### **State Tax Reform and Legislative Proposals**

It is impossible to predict what new proposals may be presented regarding ad valorem tax reform and/or community development districts during upcoming legislative sessions, whether such new proposals or any previous proposals regarding the same will be adopted by the Florida Senate and House of Representatives and signed by the Governor of the State of Florida, and, if adopted, the form thereof. It is impossible to predict with certainty the impact that any pending or future legislation will or may have on the security for the Series 2024 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2024 Bonds. In addition, the IRS may, in the future, issue rulings that have the effect of changing the interpretation of existing tax laws. For example, in connection with federal deficit reduction, job creation and tax law reform efforts, proposals have been made and others are likely to be made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Series 2024 Bonds. There can be no assurance that any such legislation or proposal will be enacted, and if enacted, what form it may take. The introduction or enactment of any such legislative proposals may affect, perhaps significantly, the market price for or marketability of the Series 2024 Bonds.

### **Loss of Exemption from Securities Registration**

Since the Series 2024 Bonds have not been, and will not be, registered under the Securities Act, or any state securities laws, because of the exemption for political subdivisions and regardless of any potential IRS determination that the District is not a political subdivision for purposes of the Code, it is possible that federal or state regulatory authorities could independently determine that the District is not a political subdivision for purposes of the federal and state securities laws. Accordingly, the District and purchasers of the Series 2024 Bonds may not be able to rely on the exemption from registration relating to securities issued by political subdivisions. In that event, the owners of the Series 2024 Bonds would need to ensure that subsequent transfers of the Series 2024 Bonds are made pursuant to a transaction that is not subject to the registration requirements of the Securities Act.

### **Performance of District Professionals**

The District has represented to the Underwriter that it has selected its District Manager, District Counsel, Assessment Consultant, Trustee and other professionals with the appropriate due diligence and care. While the foregoing professionals have each represented that they have the respective requisite experience to accurately and timely perform the duties assigned to them in such roles, the District does not guarantee the performance of such professionals.

## **Mortgage Default and FDIC**

In the event a bank forecloses on a property in the District because of a default on a mortgage with respect thereto and then the bank itself fails, the Federal Deposit Insurance Corporation (the “FDIC”), as receiver, will then become the fee owner of such property. In such event, the FDIC will not, pursuant to its own rules and regulations, likely be liable to pay the Series 2024 Assessments. In addition, the District would be required to obtain the consent of the FDIC prior to commencing a foreclosure action on such property for failure to pay Series 2024 Assessments.

The risks described under this “BONDOWNERS’ RISKS” section does not purport to summarize all risks that may be associated with purchasing or owning the Series 2024 Bonds and prospective purchasers are advised to read this Limited Offering Memorandum in its entirety, and to ask questions of representatives of the District to obtain a more complete description of investment considerations relating to the Series 2024 Bonds.

## **TAX MATTERS**

### **Opinion of Bond Counsel**

In the opinion of Bond Counsel, the form of which is included as Appendix D hereto, the interest on the Series 2024 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Series 2024 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the District to comply subsequent to the issuance of the Series 2024 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the “Code”), including but not limited to requirements regarding the use, expenditure and investment of Series 2024 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2024 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The District has covenanted to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2024 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

### **Internal Revenue Code of 1986**

The Code contains a number of provisions that apply to the Series 2024 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2024 Bonds and the payment of certain arbitrage earnings in excess of the “yield” on the Series 2024 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2024 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

### **Collateral Tax Consequences**

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2024 Bonds. Prospective purchasers of the Series 2024 Bonds should be aware that the ownership of the Series 2024 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2024 Bonds may result in collateral tax consequences to various types of corporations relating to (1)

denial of interest deduction to purchase or carry such Series 2024 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2024 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2024 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE SERIES 2024 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD.

### **Florida Taxes**

In the opinion of Bond Counsel, the Series 2024 Bonds and interest thereon are exempt from taxation under the laws of the State, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined in said Chapter 220.

### **Other Tax Matters**

Interest on the Series 2024 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2024 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2024 Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the “IRA”), was passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the “adjusted financial statement income”, as defined in the IRA, of certain corporations. Interest on the Series 2024 Bonds will be included in the “adjusted financial statement income” of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2024 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2024 Bonds.

On February 23, 2016, the Internal Revenue Service issued a notice of proposed rulemaking (the “Proposed Regulations”) and notice of public hearing containing proposed regulations that provided guidance regarding the definition of political subdivision for purposes of the rules for tax-exempt bonds, including determinations of entities that are valid issuers of tax-exempt bonds. On October 4, 2017, the Treasury Department (“Treasury”) announced that it would withdraw the proposed regulations, stating

that, “while Treasury and the IRS continue to study the legal issues relating to political subdivisions, Treasury and the IRS currently believe that these proposed regulations should be withdrawn in their entirety, and plan to publish a withdrawal of the proposed regulations shortly in the Federal Register. Treasury and the IRS may propose more targeted guidance in the future after further study of the relevant legal issues.” The Proposed Regulations were officially withdrawn on October 20, 2017. See also “BONDOWNERS’ RISKS” herein.

### **Original Issue Discount**

Certain of the Series 2024 Bonds (the “Discount Bonds”) may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bond. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

### **Bond Premium**

Certain of the Series 2024 Bonds (the “Premium Bonds”) may be offered and sold to the public at a price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

## **DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS**

Section 517.051, Florida Statutes, and the regulations promulgated thereunder requires that the District make a full and fair disclosure of any bonds or other debt obligations that it has issued or guaranteed and that are or have been in default as to principal or interest at any time after December 31, 1975. No debt of the District has ever been in default as to principal or interest.

### **NO RATING OR CREDIT ENHANCEMENT**

The Series 2024 Bonds are neither rated nor credit enhanced.

### **VALIDATION**

The Bonds issued pursuant to the terms of the Master Indenture, which includes the Series 2024 Bonds, were validated by a Final Judgment of the Second Judicial Circuit Court in and for Leon County, Florida, rendered on October 26, 2000. The appeal period from such final judgment expired with no appeal being filed.

### **LITIGATION**

There is no pending or, to the knowledge of the District, any threatened litigation against the District of any nature whatsoever which in any way questions or affects the validity of the Series 2024 Bonds, or any proceedings or transactions relating to their issuance, sale, execution, or delivery, or the execution of the Indenture. Neither the creation, organization, or existence, nor the titles of the present members of the Board of Supervisors or the District Manager is being contested.

From time to time, the District is party to other various legal proceedings which individually are not expected to have a material and adverse effect on the operations or financial condition of the District, but may, in the aggregate, have a material impact thereon.

### **CONTINUING DISCLOSURE**

In order to comply with the continuing disclosure requirements of Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC Rule"), the District and Governmental Management Services, LLC, as dissemination agent (the "Dissemination Agent") will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement"), the form of which is attached hereto as APPENDIX D. Pursuant to the Disclosure Agreement, the District has covenanted for the benefit of Bondholders to provide to the Dissemination Agent certain financial information and operating data relating to the District and the Series 2024 Bonds in each year (the "District Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant by the District shall only apply so long as the Series 2024 Bonds remain outstanding under the Indenture.

The District Annual Report will be filed by the Dissemination Agent with the Municipal Securities Rulemaking Board's Electronic Municipal Markets Access ("EMMA") repository described in the form of the Disclosure Agreement attached hereto as APPENDIX D. The notices of material events will also be filed by the District with EMMA. The specific nature of the information to be contained in the District

Annual Report and the notices of material events are described in APPENDIX D. The Disclosure Agreement will be executed by the District and the Dissemination Agent at the time of issuance of the Series 2024 Bonds. The foregoing covenants have been made in order to assist the Underwriter in complying with the SEC Rule. With respect to the Series 2024 Bonds, no party other than the District is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the SEC Rule.

## **UNDERWRITING**

The Underwriter will agree, pursuant to a contract to be entered into with the District, subject to certain conditions, to purchase the Series 2024 Bonds from the District at a purchase price of \$\_\_\_\_\_ (which is the aggregate par amount of the Series 2024 Bonds in the amount of \$\_\_\_\_\_, less an Underwriter's discount of \$\_\_\_\_\_, and [plus/minus] [net] original issue [premium/discount] in the amount of \$\_\_\_\_\_). See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" herein. The Underwriter's obligations are subject to certain conditions precedent and the Underwriter will be obligated to purchase all of the Series 2024 Bonds if any Series 2024 Bonds are purchased.

The Underwriter intends to offer the Series 2024 Bonds to Accredited Investors at the offering prices set forth on the cover page of this Limited Offering Memorandum, which may subsequently change without prior notice. The Underwriter may offer and sell the Series 2024 Bonds to certain dealers (including dealers depositing the Series 2024 Bonds into investment trusts) at prices lower than the initial offering prices and such initial offering prices may be changed from time to time by the Underwriter.

## **LEGAL MATTERS**

The Series 2024 Bonds are offered for delivery when, as and if issued by the District and accepted by the Underwriter, subject to prior sale, withdrawal, or modification of the offer without notice and the receipt of the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, as to the validity of the Series 2024 Bonds and the excludability of interest thereon from gross income for federal income tax purposes. Certain legal matters will be passed upon for the District by its counsel, Kutak Rock LLP, Tallahassee, Florida, for the Trustee by its counsel, Holland & Knight LLP, Miami, Florida and for the Underwriter by its counsel, Bryant Miller Olive P.A., Orlando, Florida.

The legal opinions of Bond Counsel, Trustee's Counsel, Underwriter's Counsel, and counsel to the District are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made to Bond Counsel, Trustee's Counsel, Underwriter's Counsel, and counsel to the District. Bond Counsel, Trustee's Counsel, Underwriter's Counsel, and counsel to the District assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective.

The legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## **AGREEMENT BY THE STATE**

Under the Act, the State pledges to the holders of any bonds issued thereunder, including the Series 2024 Bonds, that it will not limit or alter the rights of the issuer of such bonds to own, acquire, construct, reconstruct, improve, maintain, operate or furnish the projects subject to the Act or to levy and collect taxes, assessments, rentals, rates, fees, and other charges provided for in the Act and to fulfill the terms of any agreement made with the holders of such bonds and that it will not in any way impair the rights or remedies of such holders.

## **FINANCIAL STATEMENTS**

The District has covenanted in the Disclosure Agreement set forth in APPENDIX D hereto to provide its annual audited financial statements on the EMMA repository as described in APPENDIX D. The audited financial statements for the fiscal year ended September 30, 2023, are attached hereto as APPENDIX E. Such statements speak only as of September 30, 2023. The consent of the District's auditor to include in this Limited Offering Memorandum the aforementioned report was not requested, and the general-purpose financial statements of the District are provided only as publicly available documents. The auditor was not requested, nor did it perform any procedures with respect to the preparation of this Limited Offering Memorandum or the information presented herein.

## **EXPERTS AND CONSULTANTS**

The references herein to Governmental Management Services, LLC, as Assessment Consultant, have been approved by said firm. The Assessment Report prepared by such firm relating to the issuance of the Series 2024 Bonds has been included as APPENDIX A attached hereto in reliance upon such firm as an expert in developing assessment methodologies. References to and excerpts herein from such report do not purport to be adequate summaries of such report or complete in all respects. Such report is an integral part of this Limited Offering Memorandum and should be read in its entirety for complete information with respect to the subjects discussed therein.

## **CONTINGENT AND OTHER FEES**

The District has retained District's Counsel, Bond Counsel, the Assessment Consultant, the Underwriter (who has retained Underwriter's Counsel) and the Trustee (who has retained Trustee's Counsel), with respect to the authorization, sale, execution, and delivery of the Series 2024 Bonds. Payment of the fees of such professionals, except for the payment of certain fees to District Counsel and the Assessment Consultant, are each contingent upon the issuance of the Series 2024 Bonds.



## MISCELLANEOUS

Any statements made in this Limited Offering Memorandum involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. Neither this Limited Offering Memorandum nor any statement that may have been made verbally or in writing is to be construed as a contract with the Owners of the Series 2024 Bonds.

The information contained in this Limited Offering Memorandum has been compiled from official and other sources deemed to be reliable and is believed to be correct as of the date of the Limited Offering Memorandum but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by, the Underwriter. The Underwriter listed on the cover page hereof has reviewed the information in this Limited Offering Memorandum in accordance with and as part of its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Limited Offering Memorandum nor any sale made hereunder is to create, under any circumstances, any implication that there has been no change in the affairs of the District from the date hereof. However, certain parties to the transaction, including the District, will, on the closing date of the Series 2024 Bonds, deliver certificates to the effect that nothing has come to their attention that would lead them to believe that applicable portions of the Limited Offering Memorandum contain an untrue statement of a material fact or omit to state a material fact that should be included herein for the purpose for which the Limited Offering Memorandum is intended to be used, or that is necessary to make the statements contained herein, in light of the circumstances under which they were made, not misleading and to the effect that from the date of the Limited Offering Memorandum to the date of closing of the Series 2024 Bonds that there has been no material adverse change in the information provided.

### CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT

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

Its: Chair

**APPENDIX A**

**Assessment Report**

**APPENDIX B**

**Copy of Master Indenture and form of Fourteenth Supplement**

**APPENDIX C**

**Form of Opinion of Bond Counsel**

**APPENDIX D**

**Form of Continuing Disclosure Agreement**

**APPENDIX E**

**Audited Financial Statements for the Fiscal Year Ended September 30, 2023**

## CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") dated July [ ], 2024, is executed and delivered by the **CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT** (the "Issuer"), and **GOVERNMENTAL MANAGEMENT SERVICES, LLC**, as Dissemination Agent (the "Dissemination Agent") in connection with the issuance by the Issuer of its \$[ ] aggregate principal amount of Capital Improvement Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds"). The Series 2024 Bonds are being issued pursuant to a Master Trust Indenture dated as of March 1, 2001 (the "Master Indenture") by and between the Issuer and U.S. Bank Trust Company, National Association, as successor trustee (the "Trustee"), as supplemented from time to time, and as particularly supplemented by a Fourteenth Supplemental Trust Indenture by and between the Issuer and the Trustee, dated as of July 1, 2024 (the "Fourteenth Supplemental Indenture," and, together with the Master Indenture, the "Indenture"). The Issuer and the Dissemination Agent covenant and agree as follows:

1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Beneficial Owners of the Series 2024 Bonds and to assist the Participating Underwriter in complying with the continuing disclosure requirements of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended from time to time (the "Rule").

The provisions of this Disclosure Agreement are supplemental and in addition to the provisions of the Indenture with respect to reports, filings and notifications provided for therein, and do not in any way relieve the Issuer, the Trustee or any other person of any covenant, agreement or obligation under the Indenture (or remove any of the benefits thereof) nor shall anything herein prohibit the Issuer, the Trustee or any other person from making any reports, filings or notifications required by the Indenture or any applicable law.

2. Definitions. In addition to the definitions set forth in the Indenture and the Limited Offering Memorandum, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

**"Annual Report"** shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

**"Assessments"** shall mean the non-ad valorem special assessments pledged to the payment of the Series 2024 Bonds pursuant to the Indenture.

**"Beneficial Owner"** shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2024 Bonds (including persons holding Series 2024 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2024 Bonds for federal income tax purposes.

**"Business Day"** shall mean any day other than a Saturday, Sunday or a day on which the Trustee is required, or authorized or not prohibited by law (including executive orders), to close and is closed, or on any day on which the New York Stock Exchange is closed.

**"County Tax Collector"** shall mean the Leon County Tax Collector.

**"Dissemination Agent"** shall mean, initially, Governmental Management Services, LLC, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer and Trustee a written acceptance of such designation.

**"District Manager"** shall mean Governmental Management Services, LLC, or a successor District Manager.

**"Event of Bankruptcy"** shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

**"Fiscal Year"** shall mean the period commencing on October 1 and ending on September 30 of the next succeeding year, or such other period of time provided by applicable law.

**"Issuer Disclosure Representative"** shall mean the District Manager of the Issuer or his/her/its designee, or such other officer or employee as the Issuer shall designate in writing to the Trustee and the Dissemination Agent from time to time.

**"Limited Offering Memorandum"** shall mean the final offering document relating to the Series 2024 Bonds.

**"Listed Events"** shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

**"Obligated Person"** shall mean any person and its successors and assigns, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part (twenty percent (20%) or more) of the obligations on the Series 2024 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). For purposes of this Disclosure Agreement, the Issuer is currently the only identified Obligated Person.



**"Participating Underwriter"** shall mean the original underwriter of the Series 2024 Bonds required to comply with the Rule in connection with offering of the Series 2024 Bonds.

**"Repository"** shall mean each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The Repositories currently approved by the SEC may be found by visiting the SEC's website at "<http://www.sec.gov/info/municipal/nrmsir.htm>." As of the date hereof, the Repository recognized by the SEC for such purpose is the Municipal Securities Rulemaking Board, which currently accepts continuing disclosure submissions through its Electronic Municipal Market Access ("EMMA") web portal at "<http://emma.msrb.org>."

**"State"** shall mean the State of Florida.

3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by April 1 of the calendar year following the end of each Fiscal Year of the Issuer (the "Annual Filing Date"), beginning April 1, 2025 with respect to the Annual Report for the Issuer's Fiscal Year ending September 30, 2024, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above, but in no event later than the date required to be filed with the State pursuant to applicable State law (currently within nine (9) months of the end of the Issuer's Fiscal Year), for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, the Issuer shall give notice of such change in the same manner as for a Listed Event under Section 5(a).

(b) If on the fifteenth (15th) day prior to each Annual Filing Date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer Disclosure Representative in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a) above. Upon such reminder and no later than the Annual Filing Date, the Issuer Disclosure Representative, shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report in accordance with Section 3(a) above, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the anticipated date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a Listed Event as described in Section 5(a)(17) has occurred and, pursuant to and as further provided in Section 5, to immediately send a notice to any Repository in electronic format as required by such Repository in substantially the form attached as Exhibit A hereto.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name, address and filing requirements of any Repository; and

(ii) within five (5) Business Days of filing the Annual Report, file a notice with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date(s) it was provided and listing any Repository to which it was provided.

4. Content of Issuer's Annual Report.

(a) The Issuer's Annual Report shall contain or incorporate by reference the following, which includes an update of the financial and operating data of the Issuer to the extent presented in the Limited Offering Memorandum. All information in the Annual Report shall be presented for the immediately preceding Fiscal Year unless otherwise stated:

(i) The amount of Assessments levied.

(ii) The amount of Assessments collected from property owners.

(iii) If available, the amount of Assessment delinquencies greater than 150 days, and, in the event that such delinquencies amount to more than ten percent (10%) of the amount of Assessments due in any year, a list of delinquent property owners with respect to Assessments billed and collected directly by the Issuer and with respect to Assessments collected by the County Tax Collector, unless such information is not available from the County Tax Collector.

(iv) The amount of tax certificates sold for lands subject to the Assessments, if any, and the balance, if any, remaining for sale.

(v) All fund balances in all Funds and Accounts for the Series 2024 Bonds. Upon request, the Issuer shall provide any Beneficial Owners and the Dissemination Agent with this information more frequently than annually and, in such case, shall provide such information within thirty (30) days of the written request of the Beneficial Owners.

(vi) The total amount of Series 2024 Bonds Outstanding.

(vii) The amount of principal and interest due on the Series 2024 Bonds.

(viii) The most recent audited financial statements of the Issuer which shall be prepared in accordance with governmental accounting standards promulgated by the Government Accounting Standards Board.

(ix) Any amendment or waiver of the provisions hereof as described in Section 9 hereof.

(b) To the extent any of the items set forth in subsections (i) through (vii) above are included in the audited financial statements referred to in subsection (viii) above, they do not have to be separately set forth.

(c) The Issuer represents and warrants that it will supply, in a timely fashion, any information available to the Issuer and reasonably requested by the Dissemination Agent that is necessary in order for the Dissemination Agent to carry out its duties under this Disclosure Agreement. The Issuer acknowledges and agrees that the information to be collected and disseminated by the Dissemination Agent will be provided by the Issuer and others. The Dissemination Agent's duties do not include authorship or production of any materials, and the Dissemination Agent shall have no responsibility hereunder for the content of the information provided to it by the Issuer or others as thereafter disseminated by the Dissemination Agent.

The information provided under this Section 4 may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on EMMA (or any successor Repository's website) or filed with the SEC. The Issuer shall clearly identify each such other document so incorporated by reference.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

#### 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2024 Bonds (to the extent they pertain to the Issuer as an Obligated Person for subsections 10, 12, 13, 15, 16, 17, and 18), to the Dissemination Agent in writing in sufficient time in order to allow the Dissemination Agent to file notice of the occurrence of such Listed Event in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, with the exception of the event described in subsection 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;
5. substitution of credit or liquidity providers, or their failure to perform;
6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds, or other material events affecting the tax status of the Series 2024 Bonds;
7. modifications to rights of the holders of the Series 2024 Bonds, if material;
8. bond calls, if material, and tender offers;
9. defeasances;
10. release, substitution, or sale of property securing repayment of the Series 2024 Bonds, if material (sale of individual lots or parcels by landowners shall not be material for purposes of this Disclosure Agreement);
11. ratings changes;
12. an Event of Bankruptcy or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a financial obligation (as defined by the Rule) of the Issuer or an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer or an Obligated Person, any of which affect security holders of the Series 2024 Bonds, if material;
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the Issuer or an Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

6. Identifying Information. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Agreement to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but shall not be limited to:

- (a) the category of information being provided;
- (b) the period covered by any annual financial information, financial statement or other financial information or operation data;
- (c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
- (d) the name of any Obligated Person other than the Issuer;
- (e) the name and date of the document being submitted; and
- (f) contact information for the submitter.

7. Termination of Disclosure Agreement. The Issuer's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2024 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect.

8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent shall be Governmental Management Services, LLC. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer or any Obligated Person pursuant to this Disclosure Agreement. The Dissemination Agent may terminate its role as Dissemination Agent upon delivery of sixty (60) days' prior written notice to the Issuer and each Obligated Person. The Issuer may terminate its agreement with the Dissemination Agent at any time upon delivery of sixty (60) days' written notice to the Dissemination Agent and each Obligated Person.

9. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent (if the Dissemination Agent is not the Issuer) may amend

this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Series 2024 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the Trustee or Bond Counsel), or (ii) by the approving vote of bondholders pursuant to the terms of the Indenture at the time of the amendment.

Notwithstanding the foregoing, the Issuer and the Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the SEC from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in its next Annual Report and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements of the Issuer, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

11. Default. In the event of a failure of the Issuer, the Issuer Disclosure Representative or a Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the request of any Participating Underwriter or the Owners of more than 50% of the aggregate principal amount of outstanding Series 2024 Bonds and receipt of indemnity satisfactory to the Trustee, shall), or any Beneficial Owner of a Series 2024 Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, the Issuer Disclosure Representative or a Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. No default hereunder shall be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer, the Issuer Disclosure Representative or a Dissemination Agent, to comply with this Disclosure Agreement shall be an action to compel performance.

12. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement.

13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Trustee, the Participating Underwriter and Beneficial Owners of the Series 2024 Bonds, and shall create no rights in any other person or entity.

14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State and federal law.

16. Trustee Cooperation. The Issuer represents that the Dissemination Agent is a bona fide agent of the Issuer and directs the Trustee to deliver to the Dissemination Agent at the expense of the Issuer, any information or reports that are in the possession of and readily available to the Trustee that the Dissemination Agent requests that the Issuer has a right to request from the Trustee (inclusive of balances, payments, etc.).

[End of document – signatures to follow]

**IN WITNESS WHEREOF**, the undersigned has executed this Disclosure Agreement as of the date and year set forth above.

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**, as Issuer

CONSENTED TO AND AGREED TO BY:

\_\_\_\_\_  
L. Kyle Rojas, Chair, Board of Supervisors

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC**, and its successors and assigns,  
as Issuer Disclosure Representative

\_\_\_\_\_  
James Oliver, Managing Director

JOINED BY **U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION**, as Trustee for  
purposes of Sections 11, 13 and 16 only

**GOVERNMENTAL MANAGEMENT  
SERVICES, LLC**, as Dissemination Agent

\_\_\_\_\_  
Scott A. Schuhle, Vice President

\_\_\_\_\_  
James Oliver, Managing Director



**EXHIBIT A**

**NOTICE TO REPOSITORIES  
OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Capital Region Community Development District

Name of Bond Issue: \$[\_\_\_\_\_] Capital Improvement Revenue Refunding Bonds, Series 2024

Date of Issuance: July [\_\_], 2024

Obligated Person: Capital Region Community Development District

CUSIPS:

**NOTICE IS HEREBY GIVEN** that the Issuer has not provided an Annual Report with respect to the above-named Series 2024 Bonds as required by Section 3 of the Continuing Disclosure Agreement dated July [\_\_], 2024, between the Issuer and the Dissemination Agent named therein. The Issuer has advised the undersigned that it anticipates that the Annual Report will be filed by \_\_\_\_\_, 20\_\_.

Dated: \_\_\_\_\_, \_\_\_\_\_, Dissemination Agent

cc: Issuer

## ESCROW DEPOSIT AGREEMENT

**ESCROW DEPOSIT AGREEMENT** (this "Agreement"), dated as of [Closing Date], between **CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT**, a duly created and validly existing local unit of special purpose government (the "District"), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the "Escrow Agent"), a national banking association authorized to accept and execute trusts of the character herein set out, with its designated office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

**WHEREAS**, the District has heretofore issued, sold and delivered its Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds") currently Outstanding in the aggregate principal amount of \$5,455,000 (the Outstanding principal amount of such Series 2013 Bonds hereinafter referred to as the "Refunded Bonds") under and pursuant to the terms of a Master Trust Indenture, dated as of March 1, 2001 (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), as supplemented by a Tenth Supplemental Trust Indenture, dated as of December 1, 2013 (the "Tenth Supplemental Indenture" and together with the Master Indenture, the "Indenture"), between the District and the Trustee; and

**WHEREAS**, the District desires to currently refund such Refunded Bonds to achieve debt service savings; and

**WHEREAS**, the District has authorized the issuance, sale and delivery of its \$[Bond Amount] Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds") pursuant to a Fourteenth Supplemental Trust Indenture, dated as of July 1, 2024, between the District and the Trustee to secure the issuance of the Series 2024 Bonds and to set forth the terms of the Series 2024 Bonds, a portion of the proceeds of which, together with certain other legally available moneys of the District, will be used to discharge the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds; and

**WHEREAS**, the issuance of the Series 2024 Bonds, the deposit of cash into an escrow deposit trust fund to be held by the Escrow Agent and the discharge of the pledge of and lien of the Indenture in favor of the holders of such Refunded Bonds shall occur as a simultaneous transaction; and

**WHEREAS**, this Agreement is intended to effectuate such simultaneous transaction;

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**SECTION 1. PREAMBLES.** The District represents that the recitals stated above are true and correct and the same are incorporated herein.

**SECTION 2. RECEIPT OF INDENTURE AND VERIFICATION REPORT.** The Escrow Agent hereby acknowledges receipt of true and correct copies of the Indenture and this Agreement. The applicable and necessary provisions of the Indenture, including, without limitation, Articles III and XII of the Master Indenture, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the final numbers (the "Final Numbers") prepared by MBS Capital Markets, LLC, showing its calculations of the amount needed to refund the Refunded Bonds at the Redemption Price as set forth in the Final Numbers, as verified by the verification report of Causey, Demgen & Moore, P.C., a firm of independent certified public accountants, dated [Closing Date] (the "Verification Report"). The Escrow Agent has no responsibility for the production, review or accuracy of either the Final Numbers or the Verification Report. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

**SECTION 3. DISCHARGE OF LIEN OF HOLDERS OF REFUNDED BONDS.** In accordance with Articles III and XII of the Master Indenture, simultaneously herewith, the lien of the Indenture and all covenants, agreements and other obligations of the District to the Owners of the Refunded Bonds under the Indenture shall cease, terminate and become void and be discharged and satisfied.

**SECTION 4. ESTABLISHMENT OF ESCROW FUND.** There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow deposit trust fund designated the "Capital Region Community Development District Capital Improvement Revenue Refunding Bonds, Series 2013 Escrow Deposit Trust Fund" (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the District and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of \$[BP] received from the District from proceeds of the Series 2024 Bonds (the "Bond Proceeds") and the sum of \$[DM] received from the District from other available funds (the "District Moneys"), consisting of \$[\_\_\_\_\_] transferred from the Series 2013 Reserve Account and \$[\_\_\_\_\_] transferred from the Series 2013 Revenue Account.

**SECTION 5. DEPOSIT OF MONEYS IN ESCROW FUND.** The District hereby directs, and the Escrow Agent acknowledges, that the Bond Proceeds and the District Moneys deposited with the Escrow Agent pursuant to Section 4 above

(the "Cash Deposit") shall be held in the Escrow Fund uninvested in cash and neither the District nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

**SECTION 6. SUFFICIENCY OF CASH DEPOSIT.** In reliance upon the Final Numbers and the Verification Report, the District represents that the Cash Deposit is sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the Refunded Bonds as described in Schedule A attached hereto. If the Cash Deposit shall be insufficient to make such payments, the District shall timely deposit to the Escrow Fund, solely from legally available funds of the District, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule A attached hereto. Notice of any insufficiency shall be given by the Escrow Agent to the District as promptly as possible, but the Escrow Agent shall in no manner be responsible for the District's failure to make such deposits.

**SECTION 7. CASH DEPOSIT IN TRUST FOR HOLDERS OF REFUNDED BONDS.** The deposit of the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule A attached hereto, and the Cash Deposit shall be used solely for such purpose.

**SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND.** The District hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Indenture, including the timely transfer of, but solely from funds on deposit in the Escrow Fund, money to the Paying Agent for the Refunded Bonds as provided in the Indenture, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule A attached hereto. The Cash Deposit shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same may mature or be redeemed. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent shall transfer moneys to the Paying Agent on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Cash Deposit available for such purposes in the Escrow Fund.

**SECTION 9. ESCROW FUND SHALL CONTINUE IN EFFECT.** The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule A attached hereto,

whereupon the Escrow Agent shall transfer all remaining money in the Escrow Fund, if any, to the District.

**SECTION 10. REDEMPTION OF REFUNDED BONDS.** The District hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee, to give or cause to be given at the appropriate times the notice or notices required by the Indenture in connection with the redemption of the Refunded Bonds in accordance with Schedule A attached hereto, in the form customarily used by the Trustee for such notices.

**SECTION 11. DEFEASANCE OF REFUNDED BONDS.** Concurrently with the deposit of the Cash Deposit set forth in Section 4 hereof, the District represents that, in reliance upon the Verification Report, the Refunded Bonds shall be deemed to have been paid within the meaning and with the effect expressed in Article XII of the Master Indenture. The District hereby irrevocably instructs the Escrow Agent, in its capacity as Trustee, to give or cause to be given the notice or notices required by the Indenture in connection with the defeasance of the Refunded Bonds. A form notice of defeasance is attached hereto as Schedule B.

**SECTION 12. ESCROW FUND IRREVOCABLE.** The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Cash Deposit deposited in the Escrow Fund pursuant to the terms hereof and any interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Indenture. Neither the District nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

**SECTION 13. AMENDMENTS TO AGREEMENT.** This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent and the District; provided, however, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

**SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION.** In consideration of the services rendered by the Escrow Agent under this Agreement, the District has paid to the Escrow Agent a one-time fee and expenses, receipt of which is hereby acknowledged. The Escrow Agent shall have no lien whatsoever upon the Cash Deposit in said Escrow Fund for the payment of such fees and expenses. To the extent permitted by law and without waiving any privileges or immunities afforded to the District under Florida law, the District further agrees to indemnify and save the Escrow Agent, its agents and employees, harmless against any liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements of whatsoever kind or nature, which it may incur in the exercise and performance of its powers and duties hereunder, including legal expenses, and which are not due to its gross negligence or willful misconduct. This Section 14 shall survive the termination of this Agreement, or, as to the Escrow Agent, its resignation or removal.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may, at the expense of the District, consult with counsel, who may be counsel to the District or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the District of its intention to retain counsel.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, any payment, transfer or other application of funds by the Escrow Agent in accordance with the provisions of this Agreement or any act that is not grossly

negligent, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the District and to holders of the Refunded Bonds to the extent of their respective damages for the gross negligence or willful misconduct of the Escrow Agent which violates or fails to comply with the terms of this Agreement; provided, however, the foregoing shall not include payment for special or consequential damages or damages caused by a party other than the Escrow Agent. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

**SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT.**

As soon as practicable after the Refunded Bonds are redeemed, the Escrow Agent shall forward in writing to the District a statement regarding the Escrow Fund, including the income, if any, earned therein and withdrawals of money therefrom, since the date of its establishment.

**SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT.**

The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than forty-five (45) days' written notice to the District and mailing notice thereof, specifying the date when such resignation will take effect, to the holders of all Refunded Bonds then Outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then Outstanding or by the District as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the District or the holders of a majority in aggregate principal amount of the Refunded Bonds then Outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then Outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the District shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then Outstanding in the manner above provided,

and any such temporary Escrow Agent so appointed by the District shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The District shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the District pursuant to the foregoing provisions of this Section 16 within forty-five (45) days after written notice of resignation of the Escrow Agent has been given to the District, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall have no further liability hereunder after such replacement or resignation and the District shall, to the extent permitted by applicable law and without waiving any privileges or immunities afforded to the District under Florida law, indemnify and hold harmless Escrow Agent from any such liability arising after such replacement or resignation, including costs or expenses incurred by Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than \$50,000,000 or trust assets under management of not less than \$500,000,000.

Subject to the immediately succeeding paragraph hereof, every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the District an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the District, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder, except for the Escrow Agent's rights under Section 14 hereof; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the District be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights,



powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Any corporation or entity into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation or entity resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation or entity to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**SECTION 17. TERMINATION OF AGREEMENT.** Except as provided in Section 14 hereof, this Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination and payment of all moneys set forth on Schedule A attached hereto, all moneys remaining in the Escrow Fund shall be released to the District.

**SECTION 18. GOVERNING LAW.** This Agreement shall be governed by the applicable laws of the State of Florida.

**SECTION 19. SEVERABILITY.** If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION 20. COUNTERPARTS.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**SECTION 21. NOTICES.** Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

If to the Escrow Agent:

U.S. Bank Trust Company, National Association  
500 West Cypress Creek Road, Suite 460  
Fort Lauderdale, Florida 33309  
Attention: Corporate Trust Department

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

Copy to District Counsel:

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attention: Sarah R. Sandy, Esquire

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Escrow Deposit Agreement as of the date first written herein.

**CAPITAL REGION COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Secretary

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

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as Escrow Agent

By: \_\_\_\_\_  
Vice President

**SCHEDULE A**

**DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS**

(attached hereto)

SCHEDULE B

FORM OF NOTICE OF DEFEASANCE

Capital Region Community Development District  
(Leon County, Florida)  
Capital Improvement Revenue Refunding Bonds, Series 2013

Series	Amount Refunded	Interest Rate	Maturity Date	CUSIP*
2013	\$ 550,000	5.250%	May 1, 2025	14044NBH0
2013	2,555,000	5.750	May 1, 2029	14044NBJ6
2013	2,350,000	6.000	May 1, 2032	14044NBK3

NOTICE IS HEREBY GIVEN that that there has been deposited with U.S. Bank Trust Company, National Association, as escrow agent (the "Escrow Agent") under the Escrow Agreement (hereinafter defined), cash which the District (hereinafter defined) has represented is sufficient to pay on August [\_\_\_], 2024 (the "Redemption Date"), the Redemption Price and interest due and to become due on the above captioned Bonds (the "Defeased Bonds") on or prior to the Redemption Date, pursuant to the terms and provisions of a certain Escrow Deposit Agreement dated as of [Closing Date] (the "Escrow Agreement"), by and among Capital Region Community Development District (the "District") and the Escrow Agent.

The Defeased Bonds will be called for optional redemption on the Redemption Date at a Redemption Price of 100% of the principal amount thereof plus accrued interest to the Redemption Date.

The Defeased Bonds are deemed to have been paid within the meaning of Article XII of the Master Trust Indenture dated as of March 1, 2001 (the "Master Indenture") between the District and U.S. Bank Trust Company, National Association, as successor in interest to SunTrust Bank, as trustee (the "Trustee"), under which the Defeased Bonds were issued and are secured. **This notice does not constitute a notice of redemption and no Bonds should be delivered to the District or its Paying Agents or the Trustee as a result of this publication.**

The Trustee for the Defeased Bonds will provide notice of redemption in accordance with the provisions of the Master Indenture.

Dated: [Closing Date]

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,  
as Trustee**

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\* Neither the District nor the Trustee is responsible for the use of CUSIP numbers, nor is any representation made as to their correctness.

*SIXTH ORDER OF BUSINESS*

***Capital Region***  
***Community Development District***

***Approved Proposed Budget***  
***FY 2025***



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**Capital Region**  
**Community Development District**  
**Approved Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b><u>REVENUES:</u></b>					
Special Assessments - On Roll	\$ 1,722,305	\$ 1,623,237	\$ 99,068	\$ 1,722,305	\$ 1,723,304
Special Assessments - Direct St Joe	287,187	191,298	95,889	287,187	287,354
Interest income	10,000	34,776	17,147	51,924	30,000
Miscellaneous Revenue	-	940	-	940	-
Carry Forward Surplus	-	96,857	-	96,857	-
<b>TOTAL REVENUES</b>	<b>\$ 2,019,492</b>	<b>\$ 1,947,108</b>	<b>\$ 212,105</b>	<b>\$ 2,159,213</b>	<b>\$ 2,040,658</b>

**EXPENDITURES:**

**Administrative:**

Supervisor Fees	\$ 12,000	\$ 4,200	\$ 6,000	\$ 10,200	\$ 12,000
FICA Taxes	918	321	459	780	918
Engineering	15,000	4,025	10,975	15,000	15,000
Attorney	37,000	12,453	24,547	37,000	37,000
Annual Audit	3,925	3,925	-	3,925	3,925
Annual Report	500	-	500	500	500
Assessment Administration	12,190	12,190	-	12,190	13,043
Arbitrage Rebate	1,800	1,200	600	1,800	1,800
Dissemination Agent	7,950	4,638	3,313	7,950	8,507
Trustee Fees	15,520	8,189	7,031	15,220	15,520
Management Fees	54,114	31,567	22,548	54,114	57,902
Information Technology	2,968	1,731	1,237	2,968	3,176
Website Maintenance	1,272	742	530	1,272	1,361
Record Storage	150	-	150	150	150
Telephone	300	-	150	150	300
Travel & Per Diem	2,000	166	1,834	2,000	2,000
Postage & Delivery	1,000	666	334	1,000	1,000
Insurance General Liability	12,874	11,587	-	11,587	13,325
Printing & Binding	2,000	328	1,672	2,000	2,000
Legal Advertising	3,500	425	3,075	3,500	3,500
Other Current Charges	1,600	928	672	1,600	1,987
Office Supplies	200	1	50	51	50
Dues, Licenses & Subscriptions	175	175	-	175	175
Capital Outlay	250	-	-	-	-
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 189,206</b>	<b>\$ 99,457</b>	<b>\$ 85,675</b>	<b>\$ 185,132</b>	<b>\$ 195,139</b>

**Capital Region**  
**Community Development District**  
**Approved Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b>Operations &amp; Maintenance</b>					
<b>Field Expenditures</b>					
Property Insurance	\$ 13,898	\$ 14,178	\$ -	\$ 14,178	\$ 17,014
Management Fees	147,250	85,896	61,354	147,250	157,557
Security	7,000	-	-	-	-
Utilities-Electric/Water	57,800	19,536	32,464	52,000	60,000
Landscape Maintenance - Contract	1,066,255	621,982	444,273	1,066,255	1,098,242
Landscape Maintenance - New Units/Street Tree	5,500	1,624	3,876	5,500	5,500
Pond Maintenance - Contract	15,000	4,206	4,922	9,128	11,172
Pond Repairs - Current Units	40,000	114,824	-	114,824	50,000
Irrigation Maintenance - Contract	55,280	31,582	22,558	54,140	55,280
Irrigation Maintenance - New Units	500	-	500	500	500
Irrigation Repairs - Current Units	45,000	20,133	24,867	45,000	45,000
SWMF Operating Permit Fees	7,803	6,705	1,098	7,803	2,754
Preserve Maintenance	40,000	52,025	-	52,025	40,000
Tot Lot Inspection/Maintenance	7,500	2,122	5,378	7,500	7,500
Tree Removal/Trimming/Cleanup	38,000	9,932	82,000	91,932	38,000
Alleyway Maintenance	5,000	10,645	-	10,645	10,000
Miscellaneous Maintenance	7,500	7,043	5,000	12,043	7,500
Special Events	-	8,836	-	8,836	9,000
Other - Contingency	5,000	-	-	-	5,000
Capital Expenditures	25,000	9,358	15,642	25,000	25,000
Reserve for Capital - R&R	233,000	233,000	-	233,000	168,500
Common Area Maintenance	8,000	16,524	-	16,524	12,000
Enhancement/Beautification	-	-	-	-	20,000
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$ 1,830,286</b>	<b>\$ 1,270,148</b>	<b>\$ 703,933</b>	<b>\$ 1,974,081</b>	<b>\$ 1,845,519</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 2,019,492</b>	<b>\$ 1,369,605</b>	<b>\$ 789,608</b>	<b>\$ 2,159,213</b>	<b>\$ 2,040,658</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ 577,503</b>	<b>\$ (577,503)</b>	<b>\$ -</b>	<b>\$ -</b>

**Capital Region**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2025**

**REVENUES**

**Special Assessments-Tax Roll**

The District will levy a Non-Ad Valorem assessment on all sold and platted parcels within the District in order to pay for the operating expenditures during the Fiscal Year.

**Special Assessments-Direct St Joe**

The District will bill a Non-Ad Valorem assessment on all sold and platted parcels to St Joe within the District in order to pay for the operating expenditures during the Fiscal Year.

**Interest**

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**

**Supervisors Fees**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting in which they attend. The budgeted amount for the fiscal year is based on all supervisors attending 12

**FICA Taxes**

Payroll taxes on Board of Supervisor's compensation. The budgeted amount for the fiscal year is calculated at 7.65% of the total Board of Supervisor's payroll expenditures.

**Engineering**

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.

**Attorney**

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

**Annual Audit**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

**Assessment Roll Administration**

GMS NF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

**Arbitrage Rebate**

The District is required to annually have an arbitrage rebate calculation on the District's Series 2013 Capital Improvement Revenue Bonds & Series 2018A1/A2 Capital Improvement Revenue Refunding Bonds, Series 2021 Capital Improvement Revenue Refund 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.

**Trustee Fees**

The District issued Series 2013 Capital Improvement Revenue Bonds, and Series 2018A1/A2 Capital Improvement Revenue refunding Bonds, and Series 2021 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.

**Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services NF, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

**Capital Region**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2025**

**Expenditures - Administrative (continued)**

**Information Technology**

The District processes all of its financial activities, i.e. accounts payable, financial statements, etc. on a main frame computer leased by Governmental Management Services NF LLC.

**Website Maintenance**

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS NF, LLC and updated monthly.

**Record Storage**

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

**Telephone**

Telephone, New internet and Wi-Fi service for Office.

**Travel & Per Diem**

Travel expenses to attend meetings, conferences, etc.

**Postage and Delivery**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

**Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

**Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

**Legal Advertising**

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

**Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

**Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

**Due, Licenses & Subscriptions**

The District is required to pay an annual fee to the Florida Department of Commerce for \$175.

**Expenditures - Field**

**Property Insurance**

The District's Property Liability Insurance policy is with Egis Insurance specializes in providing insurance coverage to governmental agencies.

**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.

**Utilities - Electric/Water**

The District currently has accounts with City of Tallahassee Utility Company for electric service and water throughout the district.

**Capital Region**  
**Community Development District**  
**Budget Narrative**  
**Fiscal Year 2025**

<b>Expenditures – Field (continued)</b>
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**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.

**Contracts**

Landscape Maintenance - Contract	\$91,520	\$1,098,242
Landscape Maintenance - New Units/Street Trees	\$458	\$5,500
Pond Maintenance - Contract      The Lake Doctor      Catfish Pond	\$332	\$3,984
Pond Maintenance - Contract      McGlynn Labs Inc	\$1,065	\$4,260
Pond Maintenance - Contract      The Lake Doctor      Verdura	\$732	\$2,928
Pond Repairs - Current Units	\$4,167	\$50,000
Irrigation Maintenance - Contract	\$4,607	\$55,280
Irrigation Maintenance - New Units	\$42	\$500
Irrigation Maintenance - Current Units	\$3,750	\$45,000
<b>Total</b>	<b>\$106,673</b>	<b>\$1,265,694</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 repairs/replacements as well as mulch twice a year. Also, included is an annual inspection.

**Tree Removal/Trimming/Cleanup**

Represents cleanup, trimming and removal trees throughout the district.

**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

**Special Events**

The District contracts with multiple vendors to assist with road closures during Halloween.

**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.

**Reserve for Capital Repairs and Replacements**

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

**Common Area Maintenance**

Unscheduled repairs and maintenance to the District’s common area throughout the community.

**Enhancement/Beautification**

Represents the cost of improving any landscaping located within the common areas of the District.

**Capital Region**  
**Community Development District**  
**Proposed Budget**  
**Capital Reserve Fund**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b><u>REVENUES:</u></b>					
Capital Reserve Contribution	\$ 233,000	\$ 233,000	\$ -	\$ 233,000	\$ 168,500
Interest	-	9,092	9,027	18,118	20,000
Designated reserves	295,746	296,346	-	296,346	546,864
<b>TOTAL REVENUES</b>	<b>\$ 528,746</b>	<b>\$ 538,438</b>	<b>\$ 9,027</b>	<b>\$ 547,464</b>	<b>\$ 735,364</b>
<b><u>EXPENDITURES:</u></b>					
<b><u>Capital Outlay</u></b>					
Other Charges	\$ 600	\$ 141	\$ 459	\$ 600	\$ 600
<b>TOTAL EXPENDITURES</b>	<b>\$ 600</b>	<b>\$ 141</b>	<b>\$ 459</b>	<b>\$ 600</b>	<b>\$ 600</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 528,146</b>	<b>\$ 538,296</b>	<b>\$ 8,568</b>	<b>\$ 546,864</b>	<b>\$ 734,764</b>

**Capital Region**  
**Community Development District**  
**Approved Proposed Budget**  
**Debt Service Series 2013 Capital Improvement Refunding Bonds**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b>REVENUES:</b>					
Special Assessments-On Roll	\$ 886,446	\$ 817,418	\$ 69,028	\$ 886,446	\$ 886,446
Interest Earnings	2,000	32,136	7,864	40,000	20,000
Carry Forward Surplus <sup>(1)</sup>	377,186	378,098	-	378,098	430,992
<b>TOTAL REVENUES</b>	<b>\$ 1,265,632</b>	<b>\$ 1,227,652</b>	<b>\$ 76,892</b>	<b>\$ 1,304,544</b>	<b>\$ 1,337,438</b>
<b>EXPENDITURES:</b>					
Interest - 11/1	\$ 171,776	\$ 171,776	\$ -	\$ 171,776	\$ 158,394
Interest - 5/1	171,776	-	171,776	171,776	158,394
Principal - 5/1 <sup>(2)</sup>	530,000	-	530,000	530,000	550,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 873,553</b>	<b>\$ 171,776</b>	<b>\$ 701,776</b>	<b>\$ 873,553</b>	<b>\$ 866,788</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 873,553</b>	<b>\$ 171,776</b>	<b>\$ 701,776</b>	<b>\$ 873,553</b>	<b>\$ 866,788</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 392,079</b>	<b>\$ 1,055,876</b>	<b>\$ (624,884)</b>	<b>\$ 430,992</b>	<b>\$ 470,651</b>

<sup>(1)</sup> Carry Forward is Net of Reserve Requirement

Interest Due 11/1/25

\$143,956

<sup>(2)</sup> The Series 2013 Bonds are subject to optional redemption by the District on or after May 1, 2024.

**Capital Region**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2013 Capital Improvement Refunding Bonds**

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/24	\$5,985,000	5.0500%	\$530,000	\$171,776	\$0
11/01/24	5,455,000	5.0500%		158,394	860,170
05/01/25	5,455,000	5.2500%	550,000	158,394	
11/01/25	4,905,000	5.2500%		143,956	852,350
05/01/26	4,905,000	5.7500%	585,000	143,956	
11/01/26	4,320,000	5.7500%		127,138	856,094
05/01/27	4,320,000	5.7500%	620,000	127,138	
11/01/27	3,700,000	5.7500%		109,313	856,450
05/01/28	3,700,000	5.7500%	655,000	109,313	
11/01/28	3,045,000	5.7500%		90,481	854,794
05/01/29	3,045,000	5.7500%	695,000	90,481	
11/01/29	2,350,000	6.0000%		70,500	855,981
05/01/30	2,350,000	6.0000%	735,000	70,500	
11/01/30	1,615,000	6.0000%		48,450	853,950
05/01/31	1,615,000	6.0000%	785,000	48,450	
11/01/31	830,000	6.0000%		24,900	858,350
05/01/32	830,000	6.0000%	830,000	24,900	854,900
<b>TOTAL</b>			<b>\$5,985,000</b>	<b>\$1,718,039</b>	<b>\$7,703,039</b>



**Capital Region**  
**Community Development District**  
**Approved Proposed Budget**

**Debt Service Series 2018A1 Capital Improvement Revenue Refunding Bonds**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b><u>REVENUES:</u></b>					
Special Assessments-On Roll	\$ 565,965	\$ 528,058	\$ -	\$ 528,058	\$ 565,965
Special Assessments-Direct	740,129	517,988	222,141	740,129	740,129
Special Assessments-Prepayments	-	900,890	-	900,890	-
Interest Earnings	1,000	34,829	10,000	44,829	15,000
Carry Forward Surplus <sup>(1)</sup>	404,597	406,064	-	406,064	404,597
<b>TOTAL REVENUES</b>	<b>\$ 1,711,691</b>	<b>\$ 2,387,829</b>	<b>\$ 232,141</b>	<b>\$ 2,619,970</b>	<b>\$ 1,725,691</b>
<b><u>EXPENDITURES:</u></b>					
Interest - 11/1	\$ 355,753	\$ 355,753	\$ -	\$ 355,753	\$ 341,878
Interest - 5/1	355,753	-	355,753	355,753	341,878
Principal - 5/1	600,000	-	600,000	600,000	630,000
Special Call - 5/1	-	-	925,000	925,000	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,311,506</b>	<b>\$ 355,753</b>	<b>\$ 1,880,753</b>	<b>\$ 2,236,506</b>	<b>\$ 1,313,756</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,311,506</b>	<b>\$ 355,753</b>	<b>\$ 1,880,753</b>	<b>\$ 2,236,506</b>	<b>\$ 1,313,756</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 400,184</b>	<b>\$ 2,032,076</b>	<b>\$ (1,648,612)</b>	<b>\$ 383,464</b>	<b>\$ 411,934</b>

<sup>(1)</sup> Carry Forward is Net of Reserve Requirement

Interest Due 11/1/25

\$327,309

**Capital Region**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2018A1 Capital Improvement Refunding Bonds**

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/24	\$14,205,000	4.625%	600,000	\$355,753	\$-
11/01/24	13,605,000		-	341,878	1,297,631
05/01/25	13,605,000	4.625%	630,000	341,878	
11/01/25	12,975,000			327,309	1,299,188
05/01/26	12,975,000	4.625%	660,000	327,309	
11/01/26	12,315,000			312,047	1,299,356
05/01/27	12,315,000	4.625%	690,000	312,047	
11/01/27	11,625,000			296,091	1,298,138
05/01/28	11,625,000	4.625%	720,000	296,091	
11/01/28	10,905,000			279,441	1,295,531
05/01/29	10,905,000	5.125%	755,000	279,441	
11/01/29	10,150,000			260,094	1,294,534
05/01/30	10,150,000	5.125%	795,000	260,094	
11/01/30	9,355,000			239,722	1,294,816
05/01/31	9,355,000	5.125%	840,000	239,722	
11/01/31	8,515,000			218,197	1,297,919
05/01/32	8,515,000	5.125%	885,000	218,197	
10/31/32	7,630,000			195,519	1,298,716
05/01/33	7,630,000	5.125%	930,000	195,519	
11/01/33	6,700,000			171,688	1,297,206
05/01/34	6,700,000	5.125%	980,000	171,688	
11/01/34	5,720,000			146,575	1,298,263
05/01/35	5,720,000	5.125%	1,030,000	146,575	
11/01/35	4,690,000			120,181	1,296,756
04/30/36	4,690,000	5.125%	1,085,000	120,181	
10/31/36	3,605,000			92,378	1,297,559
05/01/37	3,605,000	5.125%	1,140,000	92,378	
10/31/37	2,465,000			63,166	1,295,544
05/01/38	2,465,000	5.125%	1,200,000	63,166	
11/01/38	1,265,000			32,416	1,295,581
05/01/39	1,265,000	5.125%	1,265,000	32,416	1,297,416
<b>TOTAL</b>			<b>\$14,205,000</b>	<b>\$6,549,153</b>	<b>\$20,754,153</b>

**Capital Region**  
**Community Development District**  
**Approved Proposed Budget**

**Debt Service Series 2018A2 Capital Improvement Revenue Refunding Bonds**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b><u>REVENUES:</u></b>					
Special Assessments-On Roll	\$ 274,147	\$ 264,899	\$ 9,248	\$ 274,147	\$ 274,147
Interest Earnings	500	8,205	500	8,705	5,000
Carry Forward Surplus <sup>(1)</sup>	56,111	56,680	-	56,680	56,111
<b>TOTAL REVENUES</b>	<b>\$ 330,758</b>	<b>\$ 329,784</b>	<b>\$ 9,748</b>	<b>\$ 339,532</b>	<b>\$ 335,258</b>
<b><u>EXPENDITURES:</u></b>					
Interest - 11/1	\$ 41,055	\$ 41,055	\$ -	\$ 41,055	\$ 36,570
Special Call - 11/1	-	5,000	-	5,000	-
Interest - 5/1	41,055	-	40,940	40,940	36,570
Principal - 5/1	190,000	-	190,000	190,000	200,000
Special Call - 5/1	-	-	5,000	5,000	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 272,110</b>	<b>\$ 46,055</b>	<b>\$ 235,940</b>	<b>\$ 281,995</b>	<b>\$ 273,140</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 272,110</b>	<b>\$ 46,055</b>	<b>\$ 235,940</b>	<b>\$ 281,995</b>	<b>\$ 273,140</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 58,648</b>	<b>\$ 283,729</b>	<b>\$ (226,192)</b>	<b>\$ 57,537</b>	<b>\$ 62,118</b>

<sup>(1)</sup> Carry Forward is Net of Reserve Requirement

Interest Due 11/1/25

\$31,970

**Capital Region**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2018A2 Capital Improvement Refunding Bonds**

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/24	\$1,780,000	4.600%	\$190,000	\$40,940	\$-
11/01/24	1,590,000		-	36,570	267,510
05/01/25	1,590,000	4.600%	200,000	36,570	
11/01/25	1,390,000			31,970	268,540
05/01/26	1,390,000	4.600%	205,000	31,970	
11/01/26	1,185,000			27,255	264,225
05/01/27	1,185,000	4.600%	215,000	27,255	
11/01/27	970,000			22,310	264,565
05/01/28	970,000	4.600%	225,000	22,310	
11/01/28	745,000			17,135	264,445
05/01/29	745,000	4.600%	235,000	17,135	
11/01/29	510,000			11,730	263,865
05/01/30	510,000	4.600%	250,000	11,730	
11/01/30	260,000			5,980	267,710
05/01/31	260,000	4.600%	260,000	5,980	265,980
<b>TOTAL</b>			<b>\$1,780,000</b>	<b>\$346,840</b>	<b>\$2,126,840</b>

**Capital Region**  
**Community Development District**  
**Approved Proposed Budget**  
**Debt Service Series 2021 Capital Improvement Revenue Refunding Bonds**

Description	Adopted Budget FY2024	Actuals Thru 4/30/24	Projected Next 5 Months	Projected Thru 9/30/24	Approved Proposed Budget FY 2025
<b>REVENUES:</b>					
Special Assessments-On Roll	\$ 318,937	\$ 314,659	\$ 4,278	\$ 318,937	\$ 318,937
Interest Earnings	500	5,443	1,500	6,943	2,750
Carry Forward Surplus <sup>(1)</sup>	50,731	50,830	-	50,830	50,731
<b>TOTAL REVENUES</b>	<b>\$ 370,169</b>	<b>\$ 370,932</b>	<b>\$ 5,778</b>	<b>\$ 376,711</b>	<b>\$ 372,419</b>
<b>EXPENDITURES:</b>					
Interest - 11/1	\$ 28,688	\$ 28,688	\$ -	\$ 28,688	\$ 25,438
Interest - 5/1	28,688	-	28,688	28,688	25,438
Principal - 5/1	260,000	-	260,000	260,000	270,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 317,375</b>	<b>\$ 28,688</b>	<b>\$ 288,688</b>	<b>\$ 317,375</b>	<b>\$ 320,875</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 317,375</b>	<b>\$ 28,688</b>	<b>\$ 288,688</b>	<b>\$ 317,375</b>	<b>\$ 320,875</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ 52,794</b>	<b>\$ 342,245</b>	<b>\$ (282,909)</b>	<b>\$ 59,336</b>	<b>\$ 51,544</b>

<sup>(1)</sup> Carry Forward is Net of Reserve Requirement

Interest Due 11/1/25

\$22,063

**Capital Region**  
**Community Development District**  
**AMORTIZATION SCHEDULE**  
**Debt Service Series 2021 Capital Improvement Refunding Bonds**

Period	Outstanding Balance	Coupons	Principal	Interest	Annual Debt Service
05/01/24	\$2,295,000	2.500%	\$260,000	\$28,688	\$-
11/01/24	2,035,000	2.5000%	-	25,438	314,125
05/01/25	2,035,000	2.5000%	270,000	25,438	
11/01/25	1,765,000	2.5000%		22,063	317,500
05/01/26	1,765,000	2.5000%	275,000	22,063	
11/01/26	1,490,000	2.5000%		18,625	315,688
05/01/27	1,490,000	2.5000%	285,000	18,625	
11/01/27	1,205,000	2.5000%		15,063	318,688
05/01/28	1,205,000	2.5000%	290,000	15,063	
11/01/28	915,000	2.5000%		11,438	316,500
05/01/29	915,000	2.5000%	295,000	11,438	
11/01/29	620,000	2.5000%		7,750	314,188
05/01/30	620,000	2.5000%	305,000	7,750	
11/01/30	315,000	2.5000%		3,938	316,688
05/01/31	315,000	2.5000%	315,000	3,938	318,938
<b>TOTAL</b>			<b>\$2,295,000</b>	<b>\$237,313</b>	<b>\$2,532,313</b>

**Capital Region**  
**Community Development District**  
**Non-Ad Valorem Assessments Comparison**  
**2023-2024**

Neighborhood	O&M Units	Bonds Units 2013	Bonds Units 2018A1	Bonds Units 2018A2	Bonds Units 2021	Annual Maintenance Assessments			Annual Debt Assessments								Total Assessed Per Unit			
						ex 2008	ex 2011	ex 2011	FY 2025				FY 2024				Increase/(decrease)	FY 2025	FY 2024	Increase/(decrease)
						FY 2025	FY 2024	Increase/(decrease)	Series 2013	Series 2018A1	Series 2018A2	Series 2021	Series 2013	Series 2018A1	Series 2018A2	Series 2021	Total	Total	Total	
<b>Apartments</b>	1745	654	850	241	0	\$262.91	\$262.91	\$0.00	\$361.23	\$326.50	\$349.80	\$0.00	\$361.23	\$326.50	\$349.80	\$0.00	\$0.00	\$1,300.44	\$1,300.44	\$0.00
<b>Townhomes</b>	298	82	46	0	60	\$252.99	\$252.99	\$0.00	\$329.30	\$297.62	\$0.00	\$215.13	\$329.30	\$297.62	\$0.00	\$215.13	\$0.00	\$1,095.04	\$1,095.04	\$0.00
<b>Townhomes-1</b>	0	0	0	0	110	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$258.87	\$0.00	\$0.00	\$0.00	\$258.87	\$0.00	\$258.87	\$258.87	\$0.00
<b>Duplex</b>	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>30s</b>	53	0	0	0	53	\$277.09	\$277.09	\$0.00	\$0.00	\$0.00	\$0.00	\$282.54	\$0.00	\$0.00	\$0.00	\$282.54	\$0.00	\$559.63	\$559.63	\$0.00
<b>40s</b>	250	153	69	0	28	\$295.16	\$295.16	\$0.00	\$384.95	\$346.64	\$0.00	\$302.61	\$384.95	\$346.64	\$0.00	\$302.61	\$0.00	\$1,329.36	\$1,329.36	\$0.00
<b>55s</b>	371	107	154	0	28	\$358.40	\$358.40	\$0.00	\$467.05	\$421.04	\$0.00	\$304.76	\$467.05	\$421.04	\$0.00	\$304.76	\$0.00	\$1,551.25	\$1,551.25	\$0.00
<b>55s-1</b>	0	0	0	0	82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$367.13	\$0.00	\$0.00	\$0.00	\$367.13	\$0.00	\$367.13	\$367.13	\$0.00
<b>65s</b>	382	127	144	0	42	\$442.74	\$442.74	\$0.00	\$576.51	\$519.95	\$0.00	\$376.47	\$576.51	\$519.95	\$0.00	\$376.47	\$0.00	\$1,915.67	\$1,915.67	\$0.00
<b>65's-1</b>	0	0	0	0	69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$453.20	\$0.00	\$0.00	\$0.00	\$453.20	\$0.00	\$453.20	\$453.20	\$0.00
<b>75s</b>	209	56	76	0	34	\$505.98	\$505.98	\$0.00	\$659.52	\$594.36	\$0.00	\$430.26	\$659.52	\$594.36	\$0.00	\$430.26	\$0.00	\$2,190.12	\$2,190.12	\$0.00
<b>75s-1</b>	0	0	0	0	43	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$518.46	\$0.00	\$0.00	\$0.00	\$518.46	\$0.00	\$518.46	\$518.46	\$0.00
<b>85s</b>	111	77	34	0	0	\$550.67	\$550.67	\$0.00	\$714.25	\$644.25	\$0.00	\$0.00	\$714.25	\$644.25	\$0.00	\$0.00	\$0.00	\$1,909.17	\$1,909.17	\$0.00
<b>90s</b>	26	0	26	0	0	\$622.44	\$622.44	\$0.00	\$0.00	\$693.71	\$0.00	\$0.00	\$0.00	\$693.71	\$0.00	\$0.00	\$0.00	\$1,316.15	\$1,316.15	\$0.00
<b>100s</b>	205	40	44	0	32	\$632.49	\$632.49	\$0.00	\$823.73	\$743.17	\$0.00	\$537.82	\$823.73	\$743.17	\$0.00	\$537.82	\$0.00	\$2,737.21	\$2,737.21	\$0.00
<b>100s-1</b>	0	0	0	0	89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$647.54	\$0.00	\$0.00	\$0.00	\$647.54	\$0.00	\$647.54	\$647.54	\$0.00
<b>1/2 Ac</b>	160	73	21	0	22	\$758.99	\$758.99	\$0.00	\$988.82	\$891.99	\$0.00	\$645.39	\$988.82	\$891.99	\$0.00	\$645.39	\$0.00	\$3,285.19	\$3,285.19	\$0.00
<b>1/2 Ac-1</b>	0	0	0	0	44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$777.33	\$0.00	\$0.00	\$0.00	\$777.33	\$0.00	\$777.33	\$777.33	\$0.00
<b>1Ac</b>	40	3	0	0	25	\$990.90	\$990.90	\$0.00	\$1,290.76	\$0.00	\$0.00	\$842.59	\$1,290.76	\$0.00	\$0.00	\$842.59	\$0.00	\$3,124.25	\$3,124.25	\$0.00
<b>1Ac-1</b>	0	0	0	0	11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,014.69	\$0.00	\$0.00	\$0.00	\$1,014.69	\$0.00	\$1,014.69	\$1,014.69	\$0.00
<b>ACLF</b>	101	0	101	0	0	\$132.77	\$132.77	\$0.00	\$0.00	\$156.69	\$0.00	\$0.00	\$0.00	\$156.69	\$0.00	\$0.00	\$0.00	\$289.46	\$289.46	\$0.00
<b>Blended Commercial</b>	143.52	28.97	0	0	0	\$2,952.32	\$2,952.32	\$0.00	\$1,915.62	\$0.00	\$0.00	\$0.00	\$1,915.62	\$0.00	\$0.00	\$0.00	\$0.00	\$4,867.94	\$4,867.94	\$0.00
<b>Blended Commercial</b>	0	65.619	0	0	0	\$0.00	\$0.00	\$0.00	\$3,831.23	\$0.00	\$0.00	\$0.00	\$3,831.23	\$0.00	\$0.00	\$0.00	\$0.00	\$3,831.23	\$3,831.23	\$0.00
<b>Golf Club</b>	1	0	0	1	0	\$16,212.38	\$16,212.38	\$0.00	\$0.00	\$0.00	\$21,400.59	\$0.00	\$0.00	\$0.00	\$21,400.59	\$0.00	\$0.00	\$37,612.97	\$37,612.97	\$0.00
<b>Catholic School</b>	1	0	0	1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,520.07	\$0.00	\$0.00	\$0.00	\$20,520.07	\$0.00	\$0.00	\$20,520.07	\$20,520.07	\$0.00
<b>Southwood House</b>	0.39	0	0	0	0	\$2,952.32	\$2,952.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,952.32	\$2,952.32	\$0.00
<b>Cottages</b>	0	0	0.39	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$3,456.73	\$0.00	\$0.00	\$0.00	\$3,456.73	\$0.00	\$0.00	\$0.00	\$3,456.73	\$3,456.73	\$0.00
<b>Commercial</b>	0	0	0	43.37	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,690.94	\$0.00	\$0.00	\$0.00	\$3,690.94	\$0.00	\$0.00	\$3,690.94	\$3,690.94	\$0.00
<b>Commercial-2</b>	0	0	0	3.84	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,207.33	\$0.00	\$0.00	\$0.00	\$2,207.33	\$0.00	\$0.00	\$2,207.33	\$2,207.33	\$0.00
<b>Total</b>	4096.91	1466.59	1565.39	290.21	772															

*SEVENTH ORDER OF BUSINESS*



## AGREEMENT FOR PLAYGROUND EQUIPMENT PURCHASED AND INSTALLATION

**THIS AGREEMENT (“Agreement”)** is made and entered into to be effective the 31st day of May, 2024, by and between:

**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, Leon County, Florida, and with an address of 3196 Merchants Row, Tallahassee, Florida 32311 (“**District**”), and

**LEGACY CONSTRUCTION SERVICES GROUP, INC. DBA PRO PLAYGROUNDS**, a Florida corporation, whose address is 8490 Cabin Hill Road, Tallahassee, Florida 32311 (“**Contractor**,” and together with the District, “**Parties**”).

### RECITALS

**WHEREAS**, the District has a need to retain an independent contractor to provide the labor and materials necessary for the purchase and installation of playground equipment, all as more particularly described in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference; and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, capable, and willing to provide such services and the District desires to enter into this Agreement with Contractor for the same; and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.

#### **SECTION 2. DUTIES.**

- A.** The duties, obligations, and responsibilities of Contractor are to provide the services, labor, and materials to install the playground equipment (collectively, “**Services**”), all as further described in **Exhibit A**, attached hereto and incorporated herein by reference (“**Project**”). Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are met to the satisfaction of the District. Contractor shall report directly to the Corbin deNagy, Operations Manager (“**Operations Manager**”) or his/her designee. Contractor shall use all due care to protect the property of the District from damage. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

- B.** Should any error or inconsistency appear in the construction specifications, Contractor, before proceeding with the Project, must notify the District for the proper adjustment, and in no case proceed with the Project in uncertainty nor with insufficient drawings.
- C.** This Agreement grants to Contractor the right to enter District lands which are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- D.** Changes in the Project, labor, or materials for the Project may be accomplished by change order that demonstrates the written agreement of the District and Contractor upon the change in the Project, the amount of adjustment in compensation, and the extent of adjustment to the date of completion. Any additional compensation for additional duties shall be paid only upon the written authorization of the Operations Manager or his/her designee.
- E.** Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. Additionally, Contractor must clean mud and other debris from the District streets used as access to and from the building site. At completion of the Project, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery, and surplus materials. If Contractor fails to clean up as provided in this Agreement, the District may do so and the cost, if any, shall be reimbursed by Contractor.
- F.** Upon receipt of the products provided for in **Exhibit A**, the District shall have ten (10) days to notify the Contractor by written notice of any damage from transit or damage, defect or discrepancy.
- G.** Upon completion of the Services, the District or its designated representative shall inspect the completed Services and sign a Completion Certificate provided by Contractor and, if the District or its designated representative is not available to take delivery, then Contractor or the third party installer will send the Completion Certificate to the District. Should the District claim that the Services have not been performed in accordance with the accepted Sales Proposal, District shall send Contractor, within seven (7) days from receipt of the Completion Certificate, a notice ("**Notice**"), specifying in detail, the faults found in the Services. If the District objectively demonstrates the claimed faults, Contractor shall remedy the same at its own expense; if, instead, Contractor demonstrates that the Services were performed in compliance with the accepted Sales Proposal, the District shall be obligated to pay Contractor the costs and expenses of the activities carried out by Contractor to demonstrate the acceptability of such Services. If the District does return a signed Completion Certificate or provide a Notice within seven (7) days from receipt of the Completion Certificate, the Services will be deemed completed to the District's satisfaction in all respects.

**SECTION 3. COMPENSATION.**

- A.** As compensation for the completion of the Project, the District agrees to pay Contractor One Hundred Fifty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$159,999.00), as more specifically set forth in **Exhibit A**. District shall pay Contractor 50% of the contract

price after execution of this Agreement and 50% of the contract price upon completion of the Services. Such amounts include all materials and labor provided for in **Exhibit A** and all items, labor, materials, or otherwise, to provide the District the maximum benefits of the Services.

- B.** If the District should desire additional services, Contractor agrees to negotiate in good faith to undertake such additional work or services. However, no additional services shall be provided by Contractor prior to the parties' successful negotiations of the additional terms and compensation. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. Contractor shall be compensated for such agreed upon additional services upon mutual terms agreeable to the parties and agreed to in writing.
- C.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that Contractor provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workers' Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- D.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, and each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the services were provided, and the address or bank information to which payment is to be remitted.

**SECTION 4. DATE OF COMPLETION.** Contractor shall substantially complete the Project by no later than September 23, 2024, and finally complete the Project within thirty (30) days of substantial completion. The completion date may be adjusted to address any delays caused by the District. Contractor and the District recognize that time is of the essence with this Agreement and that the District will suffer financial loss if the Project is not completed within the times specified herein. Contractor and the District acknowledge and agree that the District may terminate this Agreement for cause if Contractor cannot substantially adhere to the agreed upon timing provided in this Section.

**SECTION 5. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for any and all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

**SECTION 6 WARRANTY.** 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. Contractor hereby warrants the materials for the longer of: (i) a period of one (1) calendar year from the date of District's final acceptance of the Project or (ii) the warranties set forth in the Warranty Certificate for the products. Neither final acceptance of the Project, nor final payment, nor any provisions of this Agreement shall relieve Contractor of the responsibility for defective or deficient materials or Services. If any of the Services provided under this Agreement are found to be defective, deficient or not in accordance with this 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 the District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services necessary to complete the Project: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (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, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor agrees that the warranties and covenants provided herein may be assigned to the District upon conveyance of the constructed improvements to the District.

**SECTION 7. INSURANCE.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers' Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

Contractor shall provide the District with a certificate naming the District, its officers, and employees as an additional insured. At no time shall Contractor be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least thirty (30) days' written notice to the District. An insurance certificate evidencing compliance with this Section shall be sent to the District prior to the commencement of any performance under this Agreement.

If Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District 's obtaining the required insurance.

**SECTION 8. INDEMNIFICATION.**

- A.** Contractor agrees to indemnify and hold harmless the District and its officers, staff, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in performance of Services related to this Agreement. The obligations under this paragraph shall be limited to no more than Two Million Dollars (\$2,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have against the Contractor. 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 of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- B.** 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, and paralegals' fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Consistent with Section 8 provided for herein, Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

**SECTION 10. NO THIRD-PARTY BENEFICIARIES.** Except for as described in Section 6, 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.

**SECTION 11. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain Workers' Compensation insurance on behalf of Contractor.

**SECTION 12. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement. **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials and/or the compensation to be provided under this Agreement. Except as otherwise provided herein and to the extent that any provisions of **Exhibit A** conflict with provisions of this Agreement, this Agreement shall control.

**SECTION 13. 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 Contractor.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement and be bound by this Agreement.

**SECTION 15. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand-delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties at the addresses set forth above. 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 District and counsel for Contractor may deliver Notice on behalf of the District and 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 in this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Leon County, Florida

**SECTION 18. 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.

**SECTION 19. 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.

**SECTION 20. 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.

**SECTION 21. 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 and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 22. ASSIGNMENT.** Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Contractor without the prior written approval of the District are void.

**SECTION 23. 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, 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.

**SECTION 24. LIENS AND CLAIMS.** Contractor shall promptly and properly pay for all labor

employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanics' liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within five (5) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 25. PUBLIC RECORDS.** 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 Agreement term and following the Agreement term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in 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 Contractor, 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT, c/o JIM OLIVER, GOVERNMENTAL MANAGEMENT SERVICES, LLC, JOLIVER@GMSNF.COM, (850) 727-5310, 3196 MERCHANTS ROW, SUITE 130, TALLAHASSEE, FLORIDA 32311.**

**SECTION 26. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.



**SECTION 27. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**SECTION 28. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

**SECTION 29. DIRECT PURCHASE OF MATERIALS.** District represents to Contractor that District is a governmental entity exempt from Florida sales and use tax and will provide Contractor with a copy of its Consumer Exemption Certificate. At its sole discretion, and if it determines that it is in its best interests to do so, District may elect to implement a direct purchase arrangement whereby District will directly acquire certain materials (the "**Direct Purchase Materials**") necessary for the completion of the Work directly from Contractor's suppliers to take advantage of District's tax-exempt status. Such direct purchase arrangement shall be in accordance with the District's Procurement Procedures for District Purchased Material, which may be obtained upon request from the District's Public Records Custodian (hereinafter defined).

[Signatures on next page]

**IN WITNESS WHEREOF**, the parties hereto have signed this Agreement on the day and year first written above.

ATTEST:

**CAPITAL REGION  
COMMUNITY DEVELOPMENT DISTRICT**

DocuSigned by:  
*Jim Oliver*  
D1BA5E5E7410410...  
Secretary / Assistant Secretary

DocuSigned by:  
*Kyle Rojas*  
FDC54015AB70478...  
Chairperson, Board of Supervisors

WITNESS:

**LEGACY CONSTRUCTION SERVICES GROUP,  
INC. DBA PRO PLAYGROUNDS**

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

By: Jason Davis

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

**Exhibit A:** Proposal for Playground Equipment

**EXHIBIT A**

**Attachment E - Pro Playgrounds (Option 3)**



**TRUST**  
— *the* —  
**EXPERTS**

For over a decade our customers have entrusted us to provide safe and affordable playground and recreational equipment. Our team of Certified General Contractors and Playground Safety Inspectors will ensure that your project is completed to perfection. We provide truly turnkey service with every step of the process from planning, budgeting, and installation being managed all under one roof.



1-800-573-7529 | [www.proplaygrounds.com](http://www.proplaygrounds.com)

**Attachment E - Pro Playgrounds (Option 3)**



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Date</b>	<b>Estimate #</b>
4/3/2024	27941

<b>Project Name</b>
Southwood Playground



<b>Customer / Bill To</b>
SouthWood Community ATTN: Corbin DeNagy 3196 MERCHANTS ROW TALLAHASSEE, FL 32311

<b>Ship To</b>
SouthWood Community ATTN: Corbin DeNagy 3196 MERCHANTS ROW TALLAHASSEE, FL 32311



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Furnish labor and materials to:  1.) Remove existing shade structure and playground equipment 2.) Install 1 Royal Troon Playground System, 1 Interstellar Incline Pyramid Rope Climber 3.) Install 1 50'x50'x12' Standard Hip Shade - on base plates  **NOTES** -Safety Surfacing not included in estimate			
	**PLAYGROUND EQUIPMENT**			
23-PMF050	Royal Troon	1	44,917.00	44,917.00
23-PFN001	Interstellar Incline	1	12,368.00	12,368.00
Shipping	Combined Shipping and Freight Charges	1	4,200.00	4,200.00
	**SHADE/SHELTER**			
CSSD	Custom Shade Design - 50'x50'x12' Standard Hip Shade - on base plates	1	41,999.00	41,999.00
Shipping	Combined Shipping and Freight Charges	1	1,678.80	1,678.80
	**RAW MATERIALS**			
FBLOCK	Footer Blocks	55	3.75	206.25
CC80	Concrete for Anchoring - Delivered Cost	112	8.40	940.80

**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (7.5%)</b>
<b>Total:</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales

**Attachment E - Pro Playgrounds (Option 3)**



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Date</b>	<b>Estimate #</b>
4/3/2024	27941

<b>Project Name</b>
Southwood Playground



<b>Customer / Bill To</b>
SouthWood Community ATTN: Corbin DeNagy 3196 MERCHANTS ROW TALLAHASSEE, FL 32311

<b>Ship To</b>
SouthWood Community ATTN: Corbin DeNagy 3196 MERCHANTS ROW TALLAHASSEE, FL 32311



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
RBAR5	No. 5 Rebar	1,100	1.25	1,375.00
RMC	Ready Mix Concrete 2500 PSI MIN	23	200.00	4,600.00
	<b>**RENTALS, LABOR, AND INSTALLATION**</b>			
22-Rentals	Rentals Necessary for Installation	1	10,053.28	10,053.28
LBR	Labor - Removal of Shade and Play System	1	7,417.50	7,417.50
LBR	Labor and Installation - Playground Equipment and Shade	1	33,461.25	33,461.25
DSC	Discount		-3,217.88	-3,217.88

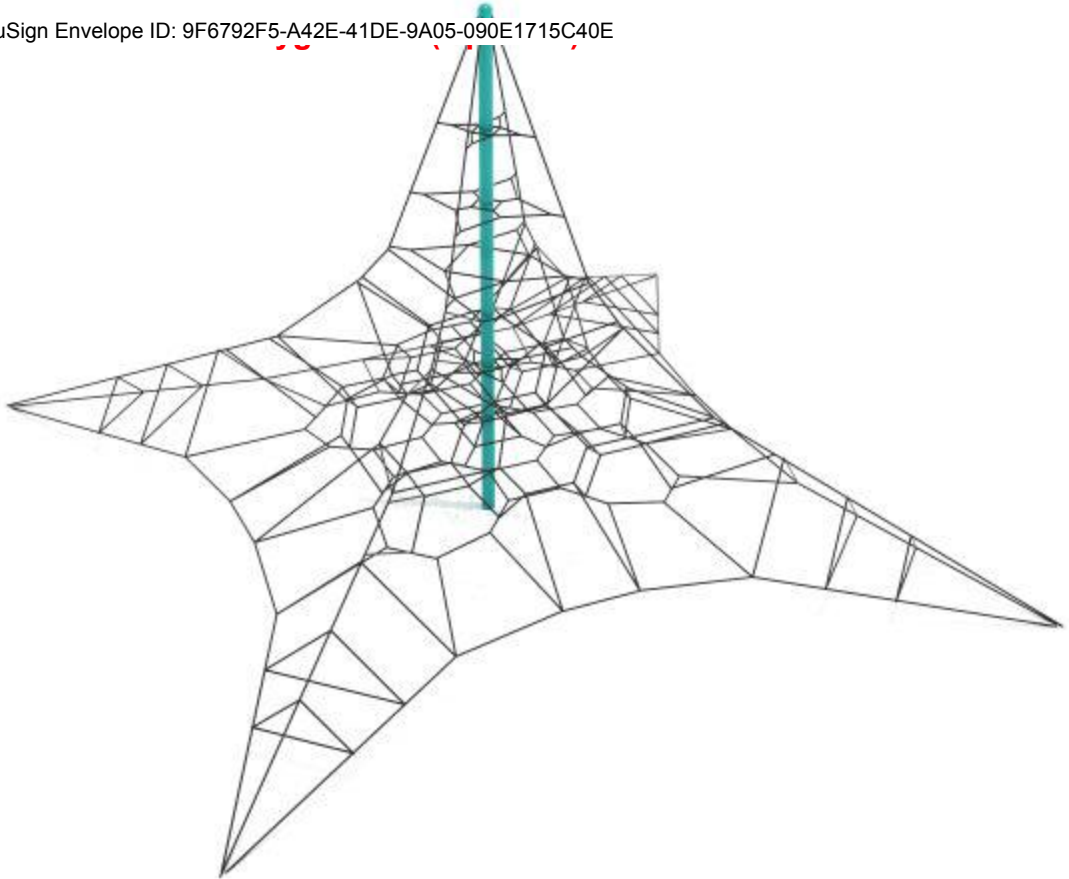
**AGREED AND ACCEPTED:**  
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>	\$159,999.00
<b>Sales Tax: (7.5%)</b>	\$0.00
<b>Total:</b>	<b>\$159,999.00</b>

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales



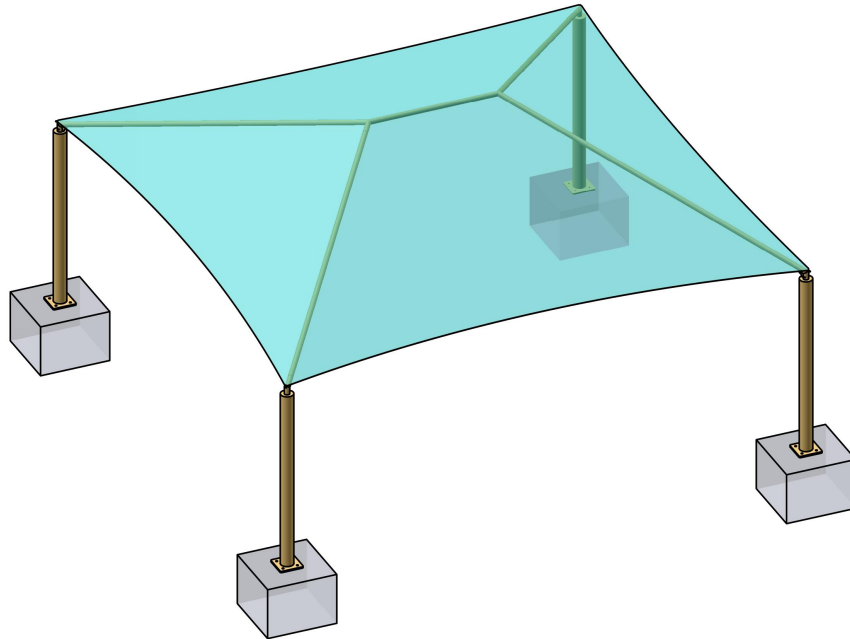




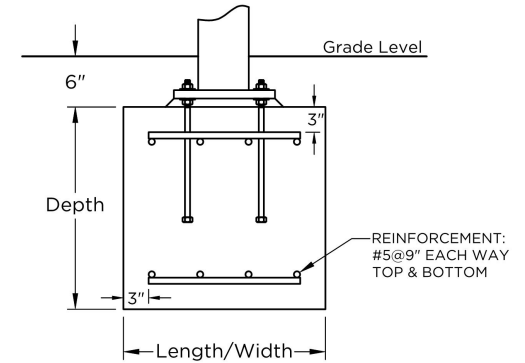
## Attachment E - Pro Playgrounds (Option 3)

### Hip Shade

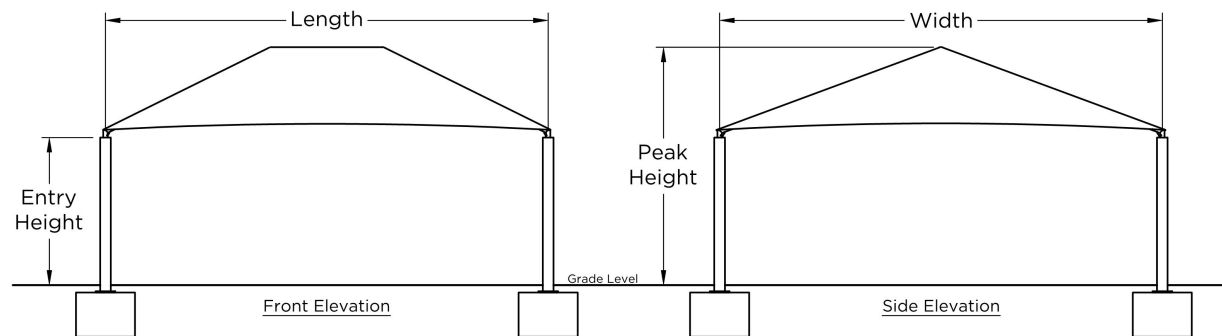
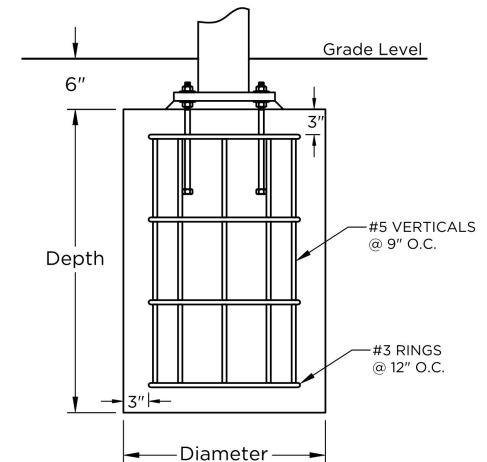
<b>Length</b>	50'	<b>Width</b>	50'	<b>Entry Height</b>	12'
<b>Peak Height</b>	21.26'	<b>Elbow</b>	Standard	<b>Column Mount</b>	Base Plate
<b>Column Size</b>	12"x12"x1/4"	<b>Rafter Size</b>	10"x6"x1/4"	<b>Ridge Size</b>	10"x6"x1/4"
<b>Column Length</b>	12.5'	<b>Rafter Length</b>	32.59'	<b>Ridge Length</b>	12.5'
<b>Dome Qty.</b>	1	<b>Column Qty.</b>	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	6.97	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	16.52	N/A



**SuperiorShade**

QUOTE

SHADE SIZE

SHADE STYLE

**50 X 50**

**Hip Shade**

*These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.*

# SOUTHWOOD PLAYGROUND



ProPlaygrounds, The Play and Recreation Experts  
1-800-573-PLAY  
www.proplaygrounds.com

## PLAYGROUND EQUIPMENT

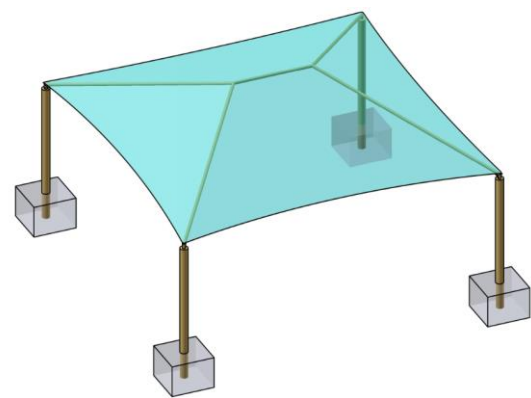
### ROYAL TROON PLAY SYSTEM

SKU: PMF050  
Quantity: 1  
Use Zone: 63'X 48'  
Age Group: 2 to 12 Years



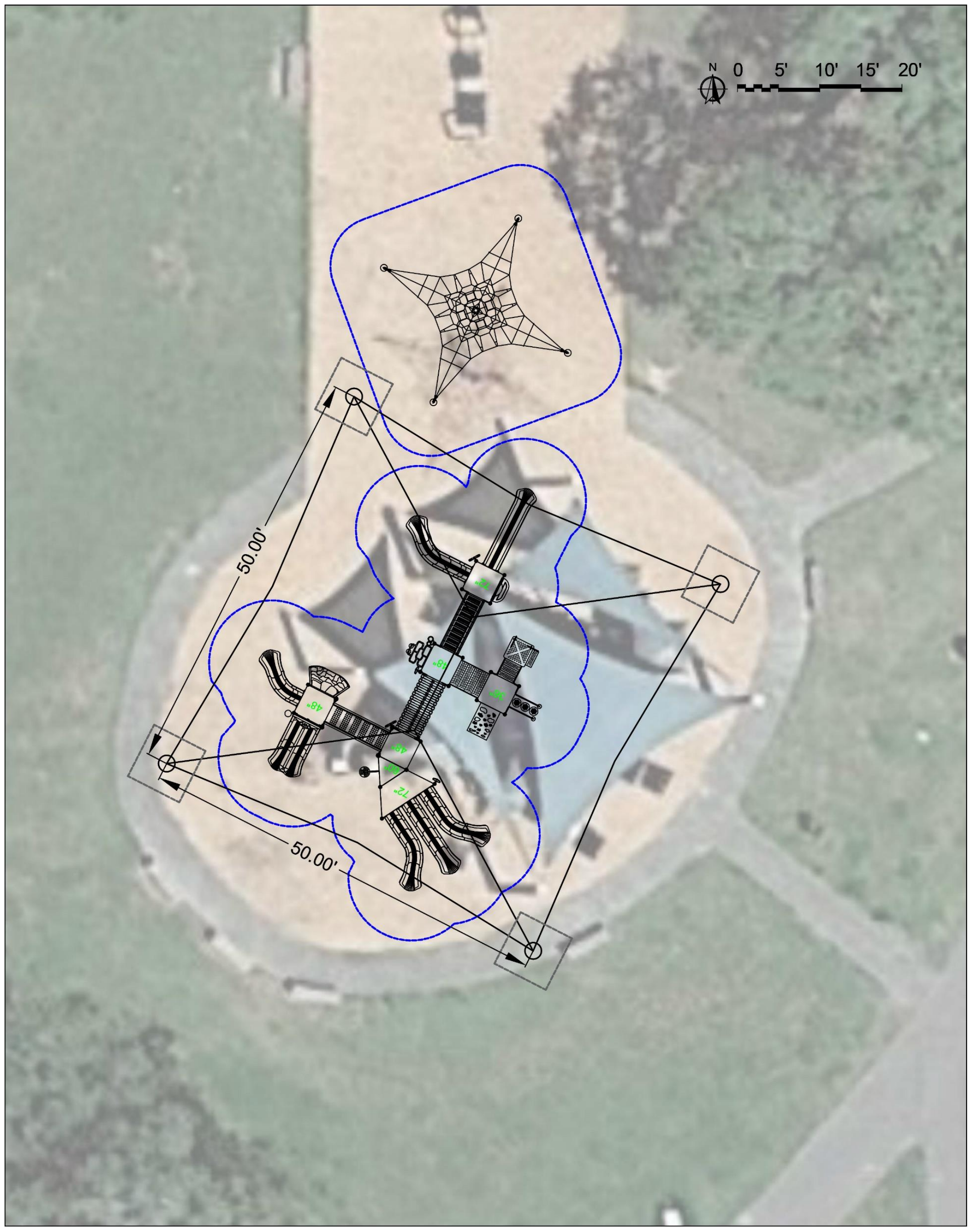
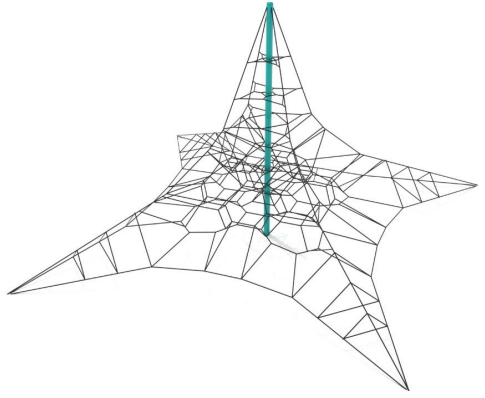
### 50' X 50' X 12' HIP SHADE STRUCTURE

Quantity: 1  
Entry Height: 12'  
Peak Height: 21.26'



### PYRAMID ROPE CLIMBER

SKU: PFN001  
Quantity: 1  
Size: 30' 2" X 30' 2"  
Age Group: 5 to 12 Years



**PROJECT NAME:**  
SOUTHWOOD  
PLAYGROUND

**ADDRESS:**  
3196 MERCHANTS  
ROW BLVD,  
TALLAHASSEE,  
FL 32311

**OPTION 3**

REVISION:  
1

DRAWN BY: MM

DATE: 05.03.2024

SHEET 3 OF 3

*EIGHTH ORDER OF BUSINESS*

*C.*

*1.*



**CR added Weekly Review**

Monday 4/29/24	Tuesday 4/30/24	Wednesday 5/1/24	Thursday 5/2/24	Friday 5/3/24
<b>Weather of the Week</b>				
82° Hi 63° Lo	84° Hi 63° Lo	90° Hi 68° Lo	91° Hi 64° Lo	88° Hi 66° Lo
<b>Full Maintenance</b>				
Four Oaks Blvd (Units 1,17,29) NON-UNIT-LDR-5 (ph 1 & 2) NON-UNIT-LDR-5 (ph 3) NON-UNIT-LDR-5 Trail Orange Ave UNIT 1:Verdura Point Park UNIT 17:Shady View Pond (WD260) UNIT 18:Cummings Park UNIT 23:Riverton Park (Four Oaks to Surf) UNIT 29:Orange Ave (Mossy Creek to Four Oaks Blvd) UNIT 36:Bluff Oak Way UNIT 7:Riverton (Grove Park to Four Oaks Blvd)	Esplanade Way (Unit 5) LSF-7:Billmore ROW LSF-7:FL263 NON-UNIT:Goldenrod & FL162 Schoolhouse Rd (Units 3,4) UNIT 1:Baringer Hill Nature Trail 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 2:Endcott Park UNIT 2:Tremont UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park UNIT 31:Billmore (Ph 3, Unit 31) UNIT 5:Drayton Drive	Bermuda Plot (CP) Mossy Creek Lane (Units 4,6,9) NON-UNIT-LDR-5 (ph 1 & 2) UNIT 1:TC1 Pond (FL130) UNIT 20:Esplanade North (Unit 20) UNIT 21 & Arch Site:Arch Site Exterior UNIT 23:Parks, Ponds & Green Spaces UNIT 27:New Village UNIT 31:Spiderly Way Unit 32:Alley Way Unit 32:Coneflower ROW UNIT 35:Merchants Row Entry Feature UNIT 37:Esplanade Nature Trail UNIT 37:Green Space UNIT 5:Merchants Row UNIT 8:WD140	Bermuda Plot (CP) FL080 NON-UNIT-Artemis Way NON-UNIT-FL040 - Mossy Creek Shumard Oaks Blvd West (Unit 35) TR2094 UNIT 1:Liberville Park UNIT 1:Mulberry Park Blvd UNIT 19:Twain Park UNIT 2:Butterfly Parks UNIT 2:Newberry Parks UNIT 23:WD230 UNIT 31:Parks, Green Space, Rows, Lift Station Unit 32:Lantana Lane Unit 32:Overcup Way UNIT 35:Merchants Row West UNIT 4:Grove Park Dr	Dog Park Community Garden
<b>Standard Maintenance</b>				
Central Park:West Side UNIT 17:Verdura Lake Green Space	Central Park LSF-7:FL263 LSF-7:Swale & GS (Upon Request) TR105 TR209	LSF-3:WD282 UNIT 20:WD162 on Esplanade North UNIT 27:TR221A UNIT 27:TR221B UNIT 5:Capital Circle SE Buffer UNIT 5:Four Oaks (Shumard to Tram)	FL080 NON-UNIT-FL040 - Mossy Creek NON-UNIT-Mossy Creek Nature Trail NON-UNIT-SB111B UNIT 31:FL070 UNIT 31:FL170 & Buffer UNIT 5:TR216	
<b>Debris Cleanup</b>				
UNIT 27:New Village UNIT 35:Merchants Row West	Central Park WD 290	ROWS, Parks, Ponds & Common Areas	LSF-3:Maple Ridge Common Areas & ROWS ROWS, Parks, Ponds & Common Areas UNIT 31:Spider Lily Park	
<b>Hand Weeding</b>				
UNIT 30:Woodland Fields Park	LSF-3:Maple Ridge Common Areas & ROWS Orange Ave	Central Park:FL131	Central Park:Butterfly Garden UNIT 35:Merchants Row Entry Feature	
<b>Pruning</b>				
	LSF-3:Maple Ridge Common Areas & ROWS Trees - Remove sucker growth	Trees - Remove sucker growth	Central Park:Trail Trees - Remove sucker growth	
<b>Fertilizer: Product Used: Fertilizer 12-0-12 - 7-7-7</b>				
NON-UNIT-LDR-5 (ph 1 & 2) UNIT 31:Goldenrod Way Unit 32:Coneflower ROW Unit 32:Lantana Lane		Central Park:Memorial Walk (CP)		
<b>Post-Emergent: Product Used - Celsius XTRA - Costal</b>				
Mossy Creek Lane (Units 4,6,9) NON-UNIT-LDR-5 (ph 1 & 2) UNIT 29:Mossy Creek UNIT 31:Goldenrod Way Unit 32:Coneflower ROW Unit 32:Lantana Lane Unit 32:Overcup Way				
<b>Pre-Emergent: Product used - Coastal (also a Post-Emergent)</b>				
Mossy Creek Lane (Units 4,6,9) NON-UNIT-LDR-5 (ph 1 & 2) UNIT 29:Mossy Creek UNIT 31:Goldenrod Way Unit 32:Coneflower ROW Unit 32:Lantana Lane Unit 32:Overcup Way				
<b>Non-Selective: Product used - Dicquat &amp; Compare-N-Save</b>				
Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) Hemingway Blvd & Trail (Units 2,4) NON-UNIT-Schoolhouse Rd. & Billmore Ext. UNIT 16:Faulkner Row UNIT 16:Salinger Way	LSF-3:Maple Ridge Common Areas & ROWS Orange Ave	Central Park:FL131 LSF-3:Maple Ridge Common Areas & ROWS Shumard Oak Blvd (Units 3,5) UNIT 1:Mulberry Park Blvd	Base - Stone Rd (Units 5,17) Central Park:Butterfly Garden Central Park:Memorial Walk (CP) Central Park:Tot Lot UNIT 35:Merchants Row Entry Feature UNIT 5:Merchants Row UNIT 7:Merchants Row	Schoolhouse Rd (Units 3,4) UNIT 10 UNIT 4:Grove Park Dr UNIT 4:Terrebone Dr. UNIT 5:TR216 UNIT 7:Grove Park Dr UNIT 8:WD140
<b>Insecticide: Product Used Advion - Extinguish Plus</b>				
		UNIT 1:Mulberry Park Blvd		UNIT 10
<b>Irrigation Inspection</b>				
Controller 6, Central Park	FL080 Controller 11, Unit 4	Controller 23, Unit 17		
<b>Irrigation Troubleshooting (In Contract)</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Description</b>	
#24	2	5/2	Check damage to controller	
27	2	5/7	Check damage to controller	
<b>Irrigation Repairs</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Repair</b>	<b>Invoice Number</b>
#10	#29	4/30	Repair Clock 7 Replace Solenoid Sprayhea	196604
#11	#4	4/30	Replace Sprayheads & Nozzles	196605
#23	#17	5/1	Replace Rotors Sprayheads & Nozzles	196606
#24	#2	5/3	Replace Valve Box	196607
#5	#3	5/2	Repair Valve & Replace Sprayheads, Noz	196608
#6	CP	4/29	Replace Rotors	196609
<b>Additional Contracted Work</b>				
<b>Unit Number</b>	<b>Date</b>	<b>Description</b>	<b>Invoice Number</b>	
5 & 17	5/2	Treatment of Congo Grass	196610	
CP	Multi	Watering Trees & Wild Flowers - Strapping Trees	196611	
LSF-7	4/30	Extra Mowing	196612	
4,6,9 & 29	4/29	Fungicide Treatment	196613	
31 Phase 3	4/30	Extra Mowing Field @ Jasmine Hill Rd. & Spider Lily Way	196615	
5	5-2 & 5-3	TR216 Pond Bottom Mowing & Cat Tail Treatment	196616	
WD260		Replacement Concrete of Head Wall	196618	
14	5/3	Trimming/Pruning Large Oak Tree @ 4287 Four Oaks Blvd.	196617	
<b>Proposals</b>				
<b>Description</b>				<b>Proposal Number</b>
Replace Irrigation Controller # 24 - Unit # 2 - Damage Source: Lightning				63044
Replace Irrigation Controller # 27 - Unit # 2 - Damage Source: Lightning				63045
<b>N/C Services:</b>				
<b>Unit</b>	<b>Date</b>	<b>Description</b>		
<b>Accidents/Incidents:</b> None				
<b>Safety and Training:</b> Weekly "Toolbox" Safety Meeting ( )				
<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, Baringer Hill Trail and Central Park Trails as needed.				



## CR added Weekly Review

Monday 5/6/24	Tuesday 5/7/24	Wednesday 5/8/24	Thursday 5/9/24	Friday 5/10/24
<b>Weather of the Week</b>				
90° Hi 68° Lo	91° Hi 64° Lo	91° Hi 66° Lo	95° Hi 70° Lo	82° Hi 68° Lo
				<b>TORNADO</b>
<b>Full Maintenance</b>				
Biltmore Ave (Units 16,2,25) Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) UNIT 1:Verdura Point Park UNIT 14:Avon Park UNIT 18:Cummings Park UNIT 2:Carrollton Park UNIT 2:Tremont UNIT 23:Riverton Park (Four Oaks to Summit) UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 29:Orange Ave (Mossy Creek to Four Oaks) 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-3:Maple Ridge Common Areas & ROWS LSF-7:Biltmore ROW NON-UNIT:Goldenrod & FL162 Schoolhouse Rd (Units 3,4) UNIT 1:Barringer Hill Nature Trail UNIT 1:Mulberry Park Blvd 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:Endcott Park UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park UNIT 4:Terrebone Dr.	Central Park Mossy Creek Lane (Units 4,6,9) UNIT 14:Green Space UNIT 20:Esplanade North (Unit 20) UNIT 23:Parks, Ponds & Green Spaces UNIT 27:New Village UNIT 35:Merchants Row Entry Feature UNIT 37:Esplanade Nature Trail UNIT 37:Green Space UNIT 4:Grove Park Dr UNIT 5:Four Oaks (Shumard to Tram) UNIT 5:Merchants Row UNIT 7:Grove Park Dr UNIT 8:WD140	Central Park Central Park:FL131 Hemingway Blvd & Trail (Units 2,4) NON-UNIT:Artemis Way UNIT 1:TCL Pond (FL130) UNIT 19:Twain Park UNIT 2:Butterfly Parks UNIT 2:Newberry Parks UNIT 23:Parks, Ponds & Green Spaces UNIT 31:Magnolia Park (Rows, Parks & Pond) 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	
<b>Standard Maintenance</b>				
Central Park UNIT 17:Verdura Lake Green Space UNIT 17:WD253 UNIT 17:WD284 UNIT 18:WD281	LSF-3:Maple Ridge Common Areas & ROWS LSF-3:Trail LSF-7:FL263 LSF-7:Swale & GS (Upon Request) NON-UNIT:Esp/Blair/Overlook Field UNIT 16:Salinger Drainage Easement (LF) UNIT 20:WD162 on Esplanade North UNIT 26:Mossy Creek Nature Trail Ext.	UNIT 20:WD162 on Esplanade North UNIT 27:TR221A UNIT 27:TR221B UNIT 5:Capital Circle SE Buffer UNIT 5:Four Oaks (Shumard to Tram)	Central Park:Butterfly Garden UNIT 31:FL265	
<b>Debris Cleanup</b>				
UNIT 27:New Village UNIT 35:Merchants Row West		ROWS, Parks, Ponds & Common Areas	ROWS, Parks, Ponds & Common Areas	<b>Storm Clean Up</b>
<b>Hand Weeding</b>				
UNIT 30:Woodland Fields Park	NON-UNIT:LDR-5 (ph 1 & 2) NON-UNIT:LDR-5 (ph 3) Shumard Oaks Blvd West (Unit 35) UNIT 30:Woodland Fields Park	UNIT 19:Twain Park Unit 32:Lantana Lane		
<b>Mulch Installation - Maint.</b>				
<b>Pruning</b>				
Utility Boxes	Trees - Remove sucker growth	UNIT 4:Grove Park Dr Utility Boxes	Trees - Remove sucker growth	
<b>Fertilizer: Product Used: Fertilizer 12-0-12 - 7-7-7</b>				
<b>Post-Emergent: Product Used - Celsius XTRA - Costal</b>				
Bermuda Plot (CP)				
<b>Pre-Emergent: Product used - Coastal (also a Post-Emergent)</b>				
Bermuda Plot (CP)				
<b>Non-Selective: Product used - Diquat &amp; Compare-N-Save</b>				
UNIT 35:Merchants Row West UNIT 4:Grove Park Dr UNIT 7:Grove Park Dr Utility Boxes	NON-UNIT:Goldenrod & FL162 NON-UNIT:LDR-5 (ph 1 & 2) NON-UNIT:LDR-5 (ph 3) Shumard Oaks Blvd West (Unit 35) UNIT 20:Esplanade North (Unit 20) UNIT 29:Coneflower Park UNIT 30:Woodland Fields Park UNIT 35:Merchants Row West UNIT 37:Esplanade Nature Trail UNIT 5:Capital Circle SE Buffer	Mossy Creek Lane (Units 4,6,9) NON-UNIT:Goldenrod & FL162 NON-UNIT:LDR-5 (ph 1 & 2) UNIT 19:Twain Park UNIT 29:Coneflower Park Unit 32:Lantana Lane		
<b>Insecticide: Product Used Advion - Extinguish Plus</b>				
UNIT 4:Grove Park Dr UNIT 7:Grove Park Dr	Tot Lot	Mossy Creek Lane (Units 4,6,9)	Tot Lot	
<b>Irrigation Inspection</b>				
Controller 14, Unit 26 Controller 21, Unit 19 Controller 5, Unit 3				
<b>Irrigation Troubleshooting (In Contract)</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Description</b>	
<b>Irrigation Repairs</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Repair</b>	<b>Invoice Number</b>
#14	#26	5/6	Replace Sprayhead 7 Nozzle	196628
#18	#35	5/8	Cap Mainline	196629
#21	#19	5/6	Replace Nozzle	196630
#1	#5	5/6	Replace Sprayhead 7 Nozzle	196631
<b>Additional Contracted Work</b>				
WORK ORDER #2024-016 Additional Work	Unit #10 Trail Unit #10 Trail	Replace 9' x 8' Sidewalk on trail near Twin Oaks		<b>Invoice Number</b> 196632 196635
<b>Proposals</b>				
<b>Description</b>				<b>Proposal Number</b>
<b>N/C Services:</b>				
<b>Unit</b>	<b>Date</b>	<b>Description</b>		

**Accidents/Incidents:** None  
**Safety and Training:** Weekly "Toolbox" Safety Meeting  
**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 5/13/24	Tuesday 5/14/24	Wednesday 5/15/24	Thursday 5/16/24	Friday 5/17/24
<b>Weather of the Week</b>				
75° Hi 68° Lo	90° Hi 72° Lo	91° Hi 76° Lo	90° Hi 70° Lo	88° Hi 72° Lo
<b>RAIN</b>	<b>RAINED OUT</b>			<b>RAIN</b>
<b>Full Maintenance</b>				
		UNIT 1:Iberville Park UNIT 16:Faulkner Park UNIT 16:Poe Park UNIT 18:Cummings Park UNIT 2:Carollton Park UNIT 2:Endicott Park UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks UNIT 29:Coneflower Park	Central Park:FL131 Swale Central Park:Tot Lot LSF-7:Biltmore ROW NON-UNIT:Goldenrod & FL162 UNIT 30:Woodland Fields Park	
<b>Standard Maintenance</b>				
			Central Park:Butterfly Garden LSF-7:FL263 LSF-7:Swale & GS (Upon Request) UNIT 26:Mossy Creek Nature Trail Ext.	
<b>Debris Cleanup</b>				
<b>Storm Clean Up</b>		ROWS, Parks, Ponds & Common Areas <b>Storm Clean Up</b>	<b>Storm Clean Up</b>	ROWS, Parks, Ponds & Common Areas <b>Storm Clean Up</b>
<b>Hand Weeding</b>				
			Orange Ave UNIT 29:Orange Ave (Mossy Creek to Four Oaks) Unit 32:Orange Ave	
<b>Mulch Installation - Maint.</b>				
<b>Pruning</b>				
		Trees - Remove sucker growth	Trees - Remove sucker growth	
<b>Fertilizer: Product Used: Fertilizer 12-0-12 - 7-7-7</b>				
<b>Post-Emergent: Product Used - Celsius XTRA - Costal</b>				
<b>Pre-Emergent: Product used - Coastal (also a Post-Emergent)</b>				
<b>Non-Selective: Product used - Diquat &amp; Compare-N-Save</b>				
			Orange Ave	
<b>Insecticide: Product Used Advion - Extinguish Plus</b>				
<b>Irrigation Inspection</b>				
<b>Irrigation Troubleshooting (In Contract)</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Description</b>	
<b>Irrigation Repairs</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Repair</b>	<b>Invoice Number</b>
		<b>Additional Contracted Work</b>		
<b>Proposals</b>				
<b>Description</b>				<b>Proposal Number</b>
<b>N/C Services:</b>				

**Safety and Training:** Weekly "Toolbox" Safety Meeting

**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.





# CR added Weekly Review

Monday 5/20/24	Tuesday 5/21/24	Wednesday 5/22/24	Thursday 5/23/24	Friday 5/24/24
<b>Weather of the Week</b>				
84° Hi 70° Lo	90° Hi 63° Lo	90° Hi 64° Lo	90° Hi 68° Lo	91° Hi 66° Lo
<b>Full Maintenance</b>				
Central Park:Park Crossing Trail Park Four Oaks Blvd (Units 1,17,29) NON-UNIT:Dog Park Orange Ave Shumard Oak Blvd (Units 3,5) UNIT 1:Verdura Point Park UNIT 14:Avon Park UNIT 2:Tremont UNIT 23:Riverton Park (Four Oaks to Summit) UNIT 25:Longfellow Park & Pocket Parks UNIT 29:Orange Ave (Mossy Creek to Four Oaks) Unit 32:Orange Ave UNIT 5:Drayton Drive UNIT 7:Riverton (Grove Park to Four Oaks)	Blair Stone Rd (Units 5,17) Esplanade Way (Unit 5) Four Oaks Blvd (Units 1,17,29) LSF-3:Maple Ridge Common Areas & ROWS Schoolhouse Rd (Units 3,4) UNIT 1:Iberville Park UNIT 1:Mulberry Park Blvd 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:Poe Park UNIT 16:Salinger & Sidewalk, Poe, Faulkner UNIT 16:Salinger Way UNIT 17:Shady View Pond (WD260) UNIT 18:Cummings Park UNIT 2:Endicott Park UNIT 2:Newberry Parks UNIT 36:Bluff Oak Way UNIT 4:Terrebone Dr.	Blair Stone Rd (Units 5,17) LSF-3:Maple Ridge Common Areas & ROWS NON-UNIT:LDR-5 (ph 1 & 2) NON-UNIT:LDR-5 (ph 3) Shumard Oak Blvd (Units 3,5) Shumard Oaks Blvd West (Unit 35) TR209A UNIT 14:Green Space UNIT 20:Esplanade North (Unit 20) UNIT 23:Parks, Ponds & Green Spaces UNIT 29:Mossy Creek UNIT 35:Merchants Row Entry Feature UNIT 35:Merchants Row West UNIT 37:Esplanade Nature Trail UNIT 37:Green Space UNIT 4:Grove Park Dr UNIT 5:Four Oaks (Shumard to Tram) UNIT 5:Merchants Row UNIT 7:Grove Park Dr UNIT 8:WD140	Bermuda Plot (CP) Hemingway Blvd & Trail (Units 2,4) NON-UNIT:Artemis Way UNIT 1:Barringer Hill Nature Trail UNIT 1:TC1 Pond (FL130) UNIT 19:Twain Park UNIT 2:Butterfly Parks UNIT 21 & Arch Site:Arch Site Exterior UNIT 23:Parks, Ponds & Green Spaces UNIT 31:Magnolia Park (Rows, Parks & Ponds) UNIT 4:Grove Park Dr	Central Park Central Park:FL131 Swale Central Park:Tot Lot 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)
<b>Standard Maintenance</b>				
UNIT 17:WD253 UNIT 17:WD284 UNIT 18:WD281	LSF-3:Maple Ridge Buffer LSF-3:Maple Ridge Common Areas & ROWS UNIT 16:Salinger Drainage Easement (LF)	LSF-3:Maple Ridge Buffer LSF-3:Maple Ridge Common Areas & ROWS UNIT 20:WD162 on Esplanade North UNIT 5:Capital Circle SE Buffer	UNIT 31:FL265	Central Park:Butterfly Garden UNIT 31:FL070 UNIT 5:TR216
<b>Debris Cleanup</b>				
ROWS, Parks, Ponds & Common Areas <b>Storm Clean Up</b>	<b>Storm Clean Up</b>	ROWS, Parks, Ponds & Common Areas <b>Storm Clean Up</b>	ROWS, Parks, Ponds & Common Areas <b>Storm Clean Up</b>	<b>Storm Clean Up</b>
<b>Hand Weeding</b>				
	UNIT 27:New Village	UNIT 17:Shady View Pond (WD260) UNIT 27:TR221B	FL080	Central Park:Butterfly Garden
<b>Pruning</b>				
	Trees - Remove sucker growth		Trees - Remove sucker growth	
<b>Post-Emergent: Product Used - Celsius XTRA - Costal</b>				
		Four Oaks Blvd (Units 1,17,29) UNIT 25:Longfellow Park & Pocket Parks UNIT 26:Strolling Way Parks		
<b>Non-Selective: Product used - Diquat &amp; Compare-N-Save</b>				
LSF-3:Maple Ridge Common Areas & ROWS LSF-3:WD282	UNIT 17:WD253 UNIT 27:New Village UNIT 27:TR221A	UNIT 17:Shady View Pond (WD260) UNIT 27:TR221B	FL080 WD290 (Pond)	WD090N (Pond) WD290 (Pond)
<b>Insecticide: Product Used Advion - Extinguish Plus</b>				
				ROWS, Parks, Ponds & Common Areas
<b>Additional Contracted Work</b>				
<b>Unit</b> 16 CR added	<b>Date</b> 5/17 Multi	<b>Description</b> Removal of Fallen Water Oak from May 10th Tornado May 10th Tornado / Storm Clean Up		<b>Invoice Number</b> 196654 196666
<b>Proposals</b>				
<b>Description</b> LSF-3 Maple Ridge - Removal of two dying Oak Trees LDR-5 Removal of Live Oak between homes				<b>Proposal Number</b> #063057 #063058
<b>N/C Services:</b>				

**Safety and Training:** Weekly "Toolbox" Safety Meeting

**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 5/27/24	Tuesday 5/28/24	Wednesday 5/29/24	Thursday 5/30/24	Friday 5/31/24
<b>Weather of the Week</b>				
93° Hi 70° Lo	93° Hi 70° Lo	93° Hi 66° Lo	91° Hi 66° Lo	93° Hi 72° Lo
<b>Full Maintenance</b>				
	Biltmore Ave (Units 16,2,25) Central Park Esplanade Way (Unit 5) LSF-7:Biltmore ROW LSF-7:Swale & GS (Upon Request) Schoolhouse Rd (Units 3,4) UNIT 1:Barringer Hill Nature Trail UNIT 1:Mulberry Park Blvd UNIT 16:Faulkner Park UNIT 16:Faulkner RoW UNIT 16:Poe Park UNIT 16:Salinger & Sidewalk, Poe, Faulkner UNIT 16:Salinger Drainage Easement (LF) UNIT 16:Salinger Way UNIT 2:Carrollton Park UNIT 2:Endicott Park UNIT 29:Coneflower Park UNIT 4:Grove Park Dr UNIT 4:Terrebone Dr.	Central Park Central Park:Park Crossing Tr Roadway NON-UNIT:Dog Park UNIT 14:Avon Park UNIT 14:Green Space UNIT 27:New Village UNIT 29:Mossy Creek UNIT 35:Merchants Row Entry Feature UNIT 4:Grove Park Dr UNIT 5:Four Oaks (Shumard to Tram) UNIT 5:Merchants Row UNIT 7:Grove Park Dr UNIT 8:WD140	FL080 UNIT 23:Parks, Ponds & Green Spaces WD090N (Pond) WD290 (Pond)	Central Park Central Park:FL131 Swale Central Park:Tot Lot NON-UNIT:Schoolhouse Rd. & Biltmore Ext. UNIT 31:Goldenrod Way WD090N (Pond) WD090S (Pond) WD290 (Pond)
<b>Standard Maintenance</b>				
	LSF-7:FL263 NON-UNIT:Esp/Blair/Overlook Field NON-UNIT:LDR-5 (ph 1 & 2) UNIT 16:Salinger Drainage Easement (LF) UNIT 20:WD162 on Esplanade North	Central Park UNIT 17:WD253 UNIT 18:WD281 UNIT 27:TR221A UNIT 27:TR221B UNIT 5:Four Oaks (Shumard to Tram)	NON-UNIT:FL040 - Mossy Creek NON-UNIT:Mossy Creek Nature Trail WD090S (Pond)	Central Park Central Park:Butterfly Garden
<b>Debris Cleanup</b>				
	<b>Storm Clean Up</b>	ROWS, Parks, Ponds & Common Areas <b>Storm Clean Up</b>	ROWS, Parks, Ponds & Common Areas	
<b>Hand Weeding</b>				
	WD090N (Pond) WD090S (Pond)	UNIT 35:Merchants Row Entry Feature	Orange Ave Shumard Oaks Blvd West (Unit 35)	NON-UNIT:FL040 - Mossy Creek UNIT 16:Faulkner Park
<b>Mulch Installation - Maint.</b>				
<b>Pruning</b>				
	Biltmore Ave (Units 16,2,25) N/C Check Quickbooks for notes::Trees - Remove sucker growth	N/C Check Quickbooks for notes::Trees - R	N/C Check Quickbooks for notes::Trees - Remove sucker growth	
<b>Fertilizer: Product Used: Fertilizer 12-0-12 - 7-7-7</b>				
		UNIT 16:Faulkner RoW UNIT 31:Magnolia Park (Rows, Parks & Pond) UNIT 31:Spider Lily Park		
<b>Post-Emergent: Product Used - Celsius XTRA - Costal</b>				
		UNIT 16:Faulkner RoW UNIT 31:Magnolia Park (Rows, Parks & Pond) UNIT 31:Spider Lily Park		
<b>Non-Selective: Product used - Diquat &amp; Compare-N-Save</b>				
	UNIT 14:Avon Park UNIT 36:Bluff Oak Way UNIT 5:Drayton Drive WD090N (Pond) WD090S (Pond)	Esplanade Way (Unit 5) UNIT 21 & Arch Site:Arch Site Exterior UNIT 35:Merchants Row Entry Feature	NON-UNIT:FL040 - Mossy Creek Orange Ave Shumard Oaks Blvd West (Unit 35)	Central Park:Butterfly Garden NON-UNIT:FL040 - Mossy Creek
<b>Insecticide: Product Used Advion - Extinguish Plus</b>				
	Central Park:Tot Lot UNIT 14:Avon Park	Central Park:Tot Lot		Central Park:Tot Lot
<b>Irrigation Inspection</b>				
<b>Irrigation Troubleshooting (In Contract)</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Description</b>	
<b>Irrigation Repairs</b>				
<b>Controller</b>	<b>Unit Number</b>	<b>Date</b>	<b>Repair</b>	<b>Invoice Number</b>
#24	#2	5/31	Proposal #063044 Lightning Damage	#196727
#18	#35	5/30	Repair Mainline	#196728
#24	#2	5/30	Pipe Repair fromfrom Tree Damage	#196729
#9	#4-6-9	5/30	Replace Valve Box	#196732
<b>Additional Contracted Work</b>				
<b>Unit</b>	<b>Date</b>	<b>Invoice Number</b>	<b>Description</b>	
LSF-3 & Unit #17	5/13	196725	Storm Clean Up - Tree	
CRCDD	5/31	196726	Replacement Lids for Doggie Pots blown off during Tornado 5-10-2024	
Dog Park	5/29	196733	Work Order 2024-015 Repair Dog Park Fence	
<b>Proposals</b>				
<b>Description</b>				<b>Proposal Number</b>
Unit # 27 Tree Work - Removal of large Live Oak limbs hanging over fence @ Veranda's				#063064
Unit # 26 Tree Work - Pruning limbs over Trail behind 3180 Nathaniel Trace				#063066
Unit # 30 Tree Work - Woodland Fields removal of trees - 1 pine Tree, 1 broken pine and 1 damaged Live Oak				#063065
<b>N/C Services:</b>				

**Safety and Training:** Weekly "Toolbox" Safety Meeting

**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

To: Board of Supervisors  
From: Corbin deNagy, Operations Manager – GMS  
Subject: Operations Report – May 2024

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

### **Week 1 (May 1 – May 3)**

- Attended staff conference call regarding May Board meeting.
- Accepted proposal to replace the damaged fence by stormwater pond TR209A.
- Followed up with City of Tallahassee Engineering regarding light pole on Merchants Row near Esplanade.
- Reviewed ARC May agenda. Contacted homeowner to confirm if CDD property will be utilized.
- Reviewed work on Lake Verdura.



- Inspected stormwater pond WD-160. Contacted Lake Doctors for one-time algae treatment application.
- Contacted another vendor for potential entry sign on Blair Stone.
- City of Tallahassee completed request to repaint parking spaces on Cummings:



**Week 2 (May 6 – May 10)**

- Communicated with two playground vendors for additional information in advance of the upcoming Board meeting.
- Finalized Tot Lot memo for Board review.
- Provided additional information to vendor for Blair Stone entry sign.
- Obtained vendor documents for Emerald Coast Striping and provided to GMS offices for new vendor setup. Will coordinate scheduling with ECS on stop sign striping project.
- After receiving phone call from resident, contacted All-Pro to put out No Parking signs on Hemingway for Parade of Homes (May 11-12 and 18-19).
- Accepted proposal from Lake Doctors for every other month algae treatment in stormwater pond WD-141.



- Met with All-Pro and representative from M Inc. to discuss work needed for the new Emergency Operations Center. All-Pro will cap irrigation lines.
- Mailed reimbursement check for irrigation damage caused by pool contractor.
- Followed up with St. Joe regarding a license agreement for a possible entry sign on Blair Stone.
- Accepted proposals from All-Pro to repair Controller 24 (Unit 2) and Controller 27 (Unit 2). Both were struck by lightning.
- Spoke with resident regarding meeting minutes and landscape maintenance issues.



- Prepared for (put out/picked up signs, set up meeting room) and attended Board meeting.
- Tornado response: many resident interactions, ride through community, contact with All-Pro.

### **Week 3 (May 13 – May 17)**

- Tornado response: many resident interactions, ride through community, contact with All-Pro.
- General stormwater inspections with heavy rain on Tuesday.
- Worked with GMS staff and HOA to reserve community center for revised August meeting date.
- Contacted Pro Playgrounds on next steps after Board approval of Option 3.
- Followed up with vendor regarding stop bar striping project.
- Contacted representatives from the City of Tallahassee and Leon County Parks & Recreation for feedback on playground surfacing options.

### **Week 4 (May 20 – May 24)**

- Responded to several resident inquiries regarding trees.
- Contacted St. Joe regarding political signs on the corner of Coneflower and Orange Ave.
- Continued working with Pro Playgrounds on color schemes and contractual agreements.
- Responded to several resident inquiries regarding the Dog Park including mowing and debris removal.
- Followed up with Apogee Signs for Blair Stone entry sign quote.

### **Week 5 (May 27 – May 31)**

- Office closed on Monday, May 27<sup>th</sup> for Memorial Day.
- Began work to update the FY25 property schedule for insurance renewal.
- Continued working with Pro Playgrounds on contractual agreements.
- Communicated with Sarah Sandy regarding Blair Stone entry sign license agreement from St. Joe.
- Contacted Lake Doctors regarding cattails in Central Park Lake.
- Responded to several resident inquiries regarding trees and storm debris.
- Followed up with City of Tallahassee again regarding replacement light pole on Merchants Row.
- In response to an inquiry from the Property Manager for the Verandas at SouthWood, requested All-Pro remove a damaged tree on CDD property near stormwater pond TR-221A.
- Met with Lake Doctors to discuss cattails in Central Park Lake and shore weeds in stormwater pond WD-290. Expect proposals next week.
- Contacted Nailed It to request sod replacement in the Hemingway median. Damaged caused by vendor's trucks in the median. They are working on installing sod.
- Accepted All-Pro estimates to remove damaged trees in Maple Ridge and LDR-5.

If you have any questions or comments regarding the above information, please contact me at [cdenagy@gmsnf.com](mailto:cdenagy@gmsnf.com).

Thank you,

Corbin deNagy  
Operations Manager  
Governmental Management Services