

## Capital Region Community Development District

### Memorial Tree & Bench Program

#### **Background**

Memorials augment the Capital Region Community Development District (“**District**” or “**CDD**”) properties and facilities. Guidelines are needed for sustainable management of site-appropriate amenities. The guidelines were developed based on research on the best practices of similar agencies nationwide, the needs and resource capabilities of the District and the desire of residents to recognize loved ones through monetary contributions providing for specific memorials.

#### **Purpose**

The District can play an important role in commemorating past residents and members of the SouthWood community. The purpose of this Memorial Tree & Bench Program (“**Memorial Program**” or “**Program**”) is to establish guidelines for the consistent decision-making process related to the planting of trees and naming of park benches in the District.

#### **Types of Memorials**

At present, the District only intends to offer trees (newly planted) and benches (new or existing) for memorial designation as further provided herein, with each tree and/or bench to only be available for one memorial designation. The District may add additional and different types of memorials at any time in its sole discretion. The District will inventory, date, and maintain a listing of all existing memorials that have been installed under this Program.

**TREES:** New trees can be planted for memorial designation. Only trees found in the SouthWood Pattern Book will be considered for planting. Those who desire a memorial tree can meet with District’s Field Operations Manager and the District’s Landscape Contractor (“**Contractor**”) to discuss tree type and planting location. Memorial tree planting will only occur during the months of November through February to increase tree viability unless otherwise advised by the District’s Contractor. Memorial tree planting will only be done by the District’s Contractor on property owned and/or maintained by the District.

**BENCHES:** New benches can be installed, or existing benches can be used for memorial designation. Those who desire to memorialize a bench can meet with the District’s Field Operations Manager to discuss their options. New benches will only be ordered by the District and installed by the District’s Contractor on property owned and/or maintained by the District.

#### **Costs of Memorials**

The required minimum donation to participate in the memorial program described by this Program shall be a one-time payment as follows<sup>1</sup> (each a “**Donation**”):

**\$200** per existing bench (plaque only), for the duration of the remaining useful life of the bench

**\$400** per tree (including a plaque), for the life of the tree

**\$1,200** per new bench (including a plaque), for the duration of the remaining useful life of the bench

The period of time for which the Memorial may be provided is referred to herein as the “**Term**”.

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<sup>1</sup> Note, the Donation rates provided herein may be increased by up to five percent (5%) per year by the District’s Field Operations Manager, in his or her sole discretion, without the need for further Board approval or a ratemaking hearing.

### **How Donations Are Recognized**

For each memorial, the District will install a plaque that allows a brief inscription up to 60 characters and a maximum of three lines, unless otherwise approved by the District's Field Operations Manager in his or her sole discretion. Inscriptions are recommended to say "In Memory of (name)," "In Honor of (name)," or "Dedicated to (name)" followed by a date or event. Inscriptions are subject to approval by the District. The plaque is intended to be placed in the ground near the tree or on the bench. Final decision on the placement of memorials will be made by the District staff.

### **Approval Criteria**

Plaque language cannot be offensive or conflict with the District's desire for neutrality on political, social and religious issues. Memorials cannot have a commercial appearance or corporate label. No advertising is allowed. Only one memorial per person. Memorials will be considered in the order in which they are received, and benches are available for memorials on a first- come, first-served basis. Applicants recognize that there are a limited number of existing benches within the SouthWood community.

### **Memorial Application and Installation Process**

1. Applications in the form of a proposed Memorial Donation Agreement ("**Agreement**") may be completed, which is available on [mysouthwoodcdd.com](http://mysouthwoodcdd.com) or by contacting the District Manager via phone or email (the District Manager's contact information is available on the District's website). The completed Agreement should be sent electronically by email to the District Manager.
2. The District Manager shall include applications on the agenda for the next feasible meeting of the District Board of Supervisors ("Board").
3. The Board shall consider the proposed Agreement and make a final decision regarding whether the application should be approved or denied. The Board will be the final source of appeal for any disputes regarding this program, including any approval or denial of an application.
4. If approved, the Applicant shall pay the Donation via a check made out to the "Capital Region CDD" within thirty (30) days of approval by the Board. Such check shall be mailed to the District Manager.
5. Upon receipt of the Donation, the District Manager (or her designee) will order the Memorial plaque as per the approved Agreement.
6. Upon receipt of the Memorial plaque, the District shall install the Memorial plaque within a reasonable amount of time; provided however, the District cannot guarantee installation by a set date due to potential workload issues and unforeseen circumstances.
7. Notification of completion of the installation of the Memorial plaque will be sent to the Applicant.
8. Damaged or stolen Memorial plaques will be replaced only once during the term of any Memorial. Additional replacements will be subject to review and approval by the Board.
9. The District is not responsible for replacing trees or benches that have been damaged, stolen, or removed. The District may remove or relocate trees or benches at their discretion.

### **Renewals**

1. If the Donor wishes to renew the Memorial upon the expiration of a Memorial's Term, the Donor shall contact the District Manager. The Donor shall have the option of making an additional Donation at the amounts set forth above to extend the Agreement for another Term. Any such Donation shall be received before the expiration date of the original Term. If no extension is requested and funded by the expiration date, then the Memorial plaque is removed and sent to the contact person.
  - a. It is the responsibility of the Donor to notify the District Manager of current contact information (i.e., change of address, phone, or email) during the Agreement period.
  - b. If the Donor contacts the District Manager after the Term has expired and the plaque has been removed, the District will have no obligation to honor the site or structure as a memorial and the plaque will become the property of the District.

### **Miscellaneous**

1. The District reserves the right to terminate any Agreement and/or deny any application.
2. The District reserves the right at any time and without making a Donation to provide for a memorial to recognize an individual or organization that has made an unusual contribution, service, or gift to the SouthWood Community.

**FORM OF  
MEMORIAL DONATION AGREEMENT**

Donor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Proposed Tree or Bench: \_\_\_\_\_

Inscription: 3 lines with 60 characters maximum, including spacing and punctuation.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Memorial gifts are considered outright and unrestricted donations. The Capital Region Community Development District ("District") does not guarantee permanency of the accepted donation. If a memorial must be relocated, the District will attempt to notify the donor in writing at the address shown on this form. The donor declares to have read the District's Memorial Tree & Bench Program ("Memorial Program") which is incorporated herein by reference. The donor understands and agrees with the conditions set forth in the Memorial Program and agrees to pay the District any donation funds within thirty (30) days of notification of Memorial Donation Agreement approval.

**I have read, understand and agree to be bound by the District's Memorial Program.**

\_\_\_\_\_  
Signature of Donor

\_\_\_\_\_  
Date

Mail or E-Mail completed form to:

\_\_\_\_\_

\_\_\_\_\_

**FOR OFFICE USE ONLY**

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

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

Cost \$ \_\_\_\_\_ Paid \$ \_\_\_\_\_ Date \_\_\_\_\_

Exact Location Verified \_\_\_\_\_

Inscription Proof Reviewed by Donor \_\_\_\_\_