Narcoossee Community Development District

Agenda

January 24, 2023

AGENDA

Narcoossee

Community Development District

219 East Livingston Street, Orlando, FL 32801 Phone: 407-841-5524 – Fax: 407-839-1526

January 17, 2023

Board of Supervisors Narcoossee Community Development District

Dear Board Members:

The Board of Supervisors of the Narcoossee Community Development District will meet Tuesday, January 24, 2023, at 3:00 p.m. at the <u>Offices of GMS-CF, LLC, 6200 Lee Vista Blvd., Suite 300, Orlando, Florida 32822.</u> Following is the advance agenda for the meeting:

- 1. Roll Call
- 2. Public Comment Period
- 3. Approval of Minutes from the November 29, 2022, Board of Supervisors Meeting
- 4. Ratification of Landscape Agreement with Yellowstone
- 5. Discussion of Market Bond Update
- 6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 7. Other Business
- 8. Supervisors Requests
- 9. Next Meeting Date March 28, 2023
- 10. Adjournment

MINUTES

MINUTES OF MEETING NARCOSSEE COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Narcoossee Community Development District was held Tuesday, **November 29, 2022** at 3:00 p.m. at the Offices of GMS-CF, LLC, 6200 Lee Vista Boulevard, Suite 300, Orlando, Florida.

Present and constituting a quorum were:

Jeffrey Smyk Chairman Steve Giercyk Vice Chairman

James Gregoire Assistant Secretary by telephone

Peter Wong Assistant Secretary
Kenneth Turner Assistant Secretary

Also present were:

Jason Showe District Manager

Meredith Hammock District Attorney by telephone Rey Malave District Engineer – by telephone

Alan Scheerer Field Manager
Rob Joseph Down to Earth
Mike Furber Down to Earth
Ricardo Sanchez Down to Earth

FIRST ORDER OF BUSINESS Roll Call

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

SECOND ORDER OF BUSINESS Public Comment Period

Representatives of Down to Earth addressed the board about the changes in management and personnel, their efforts to hire and retain qualified employees then discussed specific issues such as: lake banks and access ways are constantly missed in the mowing schedule, weeds in the flower beds, retention ponds get missed, overall property does not live up to the expectations of the community.

The representatives of Down to Earth left the meeting at this time.

THIRD ORDER OF BUSINESS Or

Organizational Matters

A. Consideration of Resolution 2023-01 Declaring Vacant Seats

Ms. Hammock stated there was an election and there was one seat that was previously held seat 3 that is now vacant. When no one qualifies or runs then the seats term expires and by approving this resolution the board is saying the seat is vacant for the time being, within 90 days of the declaration of the vacancy the board will appoint a qualified elector to that vacancy.

Mr. Showe asked does it also include that Mr. Gregoire can continue in that seat until such time as someone is appointed?

Ms. Hammock stated that is correct. By statute he is allowed to carry over until a new appointment is made.

Mr. Wong asked is it mandatory that we appoint someone within 90 days or it is optional?

Ms. Hammock stated it is a statutory requirement.

On MOTION by Mr. Smyk seconded by Mr. Giercyk with all in favor seat 3 was declared vacant.

B. Administration of Oath of Office to Newly Elected Board Member

Mr. Showe being a notary public of the State of Florida administered the oath of office to Mr. Turner.

C. Consideration of Resolution 2023-02 Electing Officers

On MOTION by Mr. Giercyk seconded by Mr. Wong with all in favor Resolution 2023-02 was approved reflecting the following: Jeffrey Smyk Chair, Steve Giercyk Vice Chair, Jason Showe Secretary and Treasurer, Katie Costa Assistant Treasurer, Peter Wong, Kenneth Turner, Jim Gregoire and George Flint Assistant Secretaries.

FOURTH ORDER OF BUSINESS

Approval of the Minutes of the September 27, 2022 Meeting

On MOTION by Mr. Wong seconded by Mr. Smyk with all in favor the minutes of the September 27, 2022 meeting were approved as presented.

FIFTH ORDER OF BUSINESS

Review and Ranking of Proposals Received for Landscaping Services

- A. Down to Earth \$199,620
- B. OmegaScapes \$261,756
- C. United Land Services \$199,678
- **D.** Yellowstone \$224,480

Mr. Showe stated we need everyone's score sheets and if you need more time, we can recess the meeting, let you do the score sheets and we will tally them or however the board would like to handle this. It is a public bid process and we need to make sure we don't violate any public bidding rules. We have completed the price section of the score sheet because that is done by a formula. The lowest bidder gets 10 points and everybody else gets a breakdown based on how close they are to the low bid.

Mr. Wong stated I was looking for stability. What impressed me with Yellowstone was that they did Disney properties. I wanted to see the properties of each of the bidders and it is hard to gauge what they are doing because on the surface they all could look the same. Some of the properties I went to were unfinished, but Randal Park done by Yellowstone is finished and I walked around the lake and I like what they did there. I was looking to see what I could do to justify any price differences, based on stability and what they can provide. Listening to them this afternoon gave me more information on who we should go with. I would like to give them a chance and I'm open to keeping Down to Earth and I'm open to considering a new contractor because the price is similar.

Mr. Smyk stated we budgeted \$201,000 and if we decided to go with a contractor over that amount, how do we handle that?

Mr. Showe stated each community has a capital reserve and we would tap that to the extent we had to. It is important to note that your fiscal year started October 1, if you select someone today, there is a seven-day notice period we have to notice all the bidders of what direction the board is taking, they have a protest time then we would work on getting a contract

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with the new vendor. Once we have a signed contract, we would do the 30-day termination with your current vendor. It would likely be January until they started and that is a quarter into the year. With either vendor that \$201,000 will accommodate it for the whole fiscal year. If you go with Yellowstone, you will likely have another budget adjustment next year to accommodate that increase.

Mr. Giercyk stated we have been working with Down to Earth for the last year plus and they haven't changed their performance. Excuses have to stop sometime and we should look at what we think is the best route to take at this time.

Mr. Gregoire stated I absolutely agree with Steve, it is time for a change. The only way to get different results is if we change.

The board took a short recess after which they reconvened

Mr. Wong stated at the end of this fiscal year do we try to do a renewal? This is a one-year contract.

Mr. Showe stated you have gone through the bidding process and you will select the no. one ranked vendor today and should you choose to stay with that vendor we will add some renewal clauses in the contract that allow that contract to renew, but if you choose to change vendors, we have to go through this process again.

Mr. Scheerer stated we do an annual contract with an option for two or three years.

Mr. Giercyk left the meeting at this time.

Mr. Showe tabulated the scoring sheets and stated the ranking from the scores is Yellowstone ranked no. 1, United Land Services no. 2, Omegascapes no. 3 and Down to Earth no. 4.

We ask that the board rank Yellowstone as no. 1, we will notify the other bidders of the selection process and enter into a contract with Yellowstone in accordance with the bid that was provided.

On MOTION by Mr. Turner seconded by Mr. Wong with four in favor Yellowstone was ranked no. 1 and staff was authorized to enter into a contract with Yellowstone for landscape maintenance services.

Mr. Showe stated we will get the letter out to the other bidders they have seven days to protest and from that point we will enter into a contract with Yellowstone. Once they sign the contract we will provide the 30-day termination to Down to Earth. We will ask Yellowstone how quickly they can mobilize in the event Down to Earth walks off the project. We don't expect them to do that, but we like to keep those options open.

Mr. Giercyk rejoined the meeting at this time.

SIXTH ORDER OF BUSINESS

Consideration of Fiscal Year 2022 Audit Engagement Letter

On MOTION by Mr. Wong seconded by Mr. Giercyk with all in favor the engagement letter with Berger Toombs to perform the fiscal year 2022 audit in an amount not to exceed \$3,050 was approved in substantial form subject to amendments by district counsel.

SEVENTH ORDER OF BUSINESS

Acceptance of Aquatic Plant Management Agreement Renewal, Applied Aquatics

On MOTION by Mr. Smyk seconded by Mr. Turner with all in favor the fiscal year 2023 agreement with Applied Aquatics in the amount of \$15,672 was approved.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Wong seconded by Mr. Giercyk with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

D. Field Manager

Mr. Scheerer stated I welcome the change to landscaping and will continue to work with Lathan Smith, I think you will find he pays attention to detail and does a good job. They have a mowing and detail map in their bid and they have every three weeks a detail rotation and we will see how that works out.

NINTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

TENTH ORDER OF BUSINESS Supervisors Requests

Mr. Turner stated I sent a request that you forwarded to the other supervisors regarding a change in the zoning for an area beyond our CDD but affects our CDD because the roadway that would service it is Dowden Road and that is an area in Storey Park that was originally zoned commercial and I believe Publix was to go in there. There was a request to change that to 400 multi-family units and there was severe reaction by the community and they pulled it off the agenda. They are trying to coerce the community right now, holding community meetings and picnics to get the community to not come out so strongly against their activity. I think that would affect the CDD by the amount of traffic it would produce with 400 multi-family homes.

Mr. Scheerer stated those are City of Orlando roads, all we have is an interlocal to do the landscaping.

Mr. Giercyk asked is there an update on when Dowden Road will be widened to three lanes? Last I heard it was 2025.

Mr. Malave stated I think it is probably two years after that.

ELEVENTH ORDER OF BUSINESS Next Meeting Date – January 24, 2023

Mr. Showe stated the next meeting will be January 24, 2023. We will keep the board updated on the landscape bids.

TWELFTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Giercyk seconded by Mr. Turner with all in favor the meeting adjourned.	
Assistant Secretary	Chairman/Vice Chairman

SECTION IV

AGREEMENT BETWEEN NARCOOSSEE COMMUNITY DEVELOPMETN DISTRICT AND YELLOWSTONE LANDSCAPE, INC. FOR LANDSCAPE/GROUNDS MAINTENANCE SERVICES

THIS AGREEMENT ("**Agreement**") is made and entered into as of the <u>1st</u> day of <u>January</u>, 2023, between:

NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Orlando, Florida, and whose mailing address IS c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston St, Orlando, Florida 32801 (hereinafter referred to as "Owner" or "District"); and

YELLOWSTONE LANDSCAPE, INC., a Delaware corporation authorized to do business in Florida, whose mailing address is 3235 N. State Street, P.O. Box 849, Bunnell, Florida 32110 (hereinafter referred to as "**Contractor**").

RECITALS

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

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

WHEREAS, to solicit such services, the District conducted a competitive proposal process based on a "Project Manual," and determined to make an award of a contract for landscape maintenance services to the Contractor, based on certain proposal pricing provided by Contractor; and

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

Now, Therefore, in consideration of the mutual covenants contained in this Agreement, it is agreed that the Contractor is hereby retained, authorized, and instructed by the District to perform in accordance with the following covenants and conditions, which the Parties have agreed upon::

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated by reference as a material part of this Agreement.

2. DEFINITIONS.

a. <u>Agreement</u>. The Agreement consists of this Maintenance Services Agreement, the Scope of Services, the form of General Release, the Work Authorization form, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth

below in Article 11.

b. <u>Services</u>. The term Services as used in this Agreement shall be construed to include all Services set forth in <u>Exhibit A</u>, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 11 of this Agreement, the changed services set forth therein.

3. DESCRIPTION OF WORK AND SERVICES.

- a. The Contractor shall provide the services described in the Scope of Services attached hereto as **Exhibit A** and is incorporated herein by reference. A description of the nature, scope, and schedule of services to be performed by Contractor under this Agreement shall be as follows: The services as generally indicated by the documents identified in **Exhibit A** ("**Services**").
- b. While providing the Services, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the services.
- c. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.
- d. This Agreement grants to Contractor the right to enter the lands that 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.
- e. The following list of exhibits is applicable to the Services, together with any addenda or Work Authorizations duly entered by the parties in accordance with the terms of this Agreement (collectively, "Contract Documents"):
 - i. Exhibit A, Scope of Services; and
 - ii. Exhibit B, Work Authorization Form; and
 - iii. Exhibit C, General Release.
- 4. Manner of Contractor's Performance. Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by Contractor. All Services shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards, such as USF, IFAS, etc. The performance of all services by Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.
 - a. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
 - b. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Exhibit A** unless the District, through an

- authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- c. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.
 - i. The Owner's authorized representative shall be Governmental Management Services Central Florida, LLC, (the "**District Manager**") with a mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's representative for the purpose of this Agreement.
 - ii. All actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to the District Manager in the name of and on behalf of the Owner; provided, however, that the Owner (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.
 - iii. Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
 - iv. The Contractor shall provide to the District Manager a written report of work performed for each week with notification of any problem areas and a schedule of work for the upcoming month.
- d. In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled Services during the same week as any Rain Days. The Contractor shall provide Services on Saturdays if needed to make up Rain Days but shall not be required to provide services on Sundays.
- e. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- 5. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence performance of its Services on January 1, 2023, and shall continue through September 30, 2023 ("Initial Term"), unless terminated earlier pursuant to the terms of this Agreement. At the end of

the Initial Term, this Agreement will automatically renew for two (2) additional one-year terms (together with the Initial Term, the "**Term**"). Contractor shall perform such Services during the Term in accordance with any schedules set forth in the Contract Documents, including but not limited to schedules set forth within the Scope of Services in **Exhibit A**.

6. COMPENSATION.

- a. Provided that the Contractor shall strictly perform all of its obligations under this Agreement, and subject only to additions and deductions by Work Authorizations as set forth in Article 11, the Owner shall pay to Contractor for its Services as set forth here, an annual Fixed Fee in the amount of *Two Hundred Twenty Four Thousand Four Hundred Sixty Dollars and No Cents* (\$224,460.00), to be paid in twelve equal monthly installments of *Eighteen Thousand Seven Hundred Five Dollars and No Cents* (\$18,705.00), as detailed in Contractor's unit price proposal, included in *Exhibit A*, together with any additional fees for services rendered in connection with Work Authorizations, as defined below.
- b. The Contractor shall on the 15th day of each calendar month deliver to the Owner an invoice in such form and with such detail as the Owner requires.
- c. Based on the invoice, and the approval issued by the Owner, the Owner shall make monthly payments to the Contractor on account of the Fixed Fee plus additional fees in connection with Work Authorizations. Such monthly payments shall be made on or before the 30th day of each calendar month or the 30th day after receipt by the Owner of the Contractor's invoice and of such other documentation to verify the amount owed as the Owner may require, whichever is later; provided, however, that the Owner shall have no obligation to make payment as aforesaid if it has withheld approval of any invoice.
- d. Work Authorizations shall mean orders or directives, in the form attached hereto as **Exhibit B**, issued by the Owner. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which Services are required, or for any services beyond those set forth herein. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the Owner's sole discretion, such amount to be invoiced and paid in accordance with the terms set forth in this Article, in accordance with paragraphs above. Contractor shall not be entitled to compensation for services outside the scope of Services, as described herein, unless Contractor has obtained prior written authorization of Owner to perform the same in accordance with the provisions of this Agreement.
- e. Owner retains the right to reduce any portion of Contractor's Scope of Services as set forth herein, or as amended in any Work Authorization, in accordance with the provisions of this Agreement. Should this occur, a revised scope of Services and Fixed Fee will be agreed upon in writing by both Owner and Contractor.
- f. The District may require, as a condition precedent to making any payment to the 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, material men, suppliers or

laborers, and further require that the 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 the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

- g. Contractor agrees that it shall comply with section 218.735(6), *Florida Statutes*, requiring payments to subcontractors and suppliers be made within ten (10) days of receipt of payment from the District. Unless prohibited by law, District may at any time make payments due to Contractor directly or by joint check, to any person or entity for obligations incurred by Contractor in connection with the performance of Services, unless Contractor has first delivered written notice to District of a dispute with any such person or entity and has furnished security satisfactory to District insuring against claims therefrom. Any payment so made will be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this paragraph are intended solely for the benefit of District and will not extend to the benefit of any third persons, or obligate District or its sureties in any way to any third party. Subject to the terms of this paragraph, Contractor will at all times keep the District's property, and each part thereof, free from any attachment, lien, claim of lien, or other encumbrance arising out of the Services.
- h. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor hereby represents to Owner that:

- Contractor has the experience and skill to perform the Services as set forth in this Agreement; and
- b. Contractor shall comply with all applicable federal, state and local laws, rules, codes and orders of any public, quasi-public or other government authority; and
- Contractor is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; and
- d. Contractor has by careful examination satisfied itself as to:
 - i. the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land

- and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area and, to the extent pertinent, all other conditions; and
- ii. all other matters or things which could in any manner affect the performance of the Services.
- e. The Contractor warrants to the Owner that all materials furnished under this Contract shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with this Agreement.
- f. The Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects. The Contractor hereby warrants any materials and services for a period of one (1) year after acceptance by the District or longer as required under Florida law. With respect to any and all plant material provided pursuant to this Agreement, or any separate Work Authorization issued hereunder, all plant material shall be guaranteed to be in a satisfactory growing condition and to live for a period of one (1) year from planting except for annuals, which will be replaced seasonally. All plants that fail to survive under the guarantee shall be replaced as they fail with the same type and size as originally specified. Contractor further warrants to the District those warranties which Contractor otherwise warrants to others and the duration of such warranties is as provided by Florida law unless longer guarantees or warranties are provided for elsewhere in the Agreement (in which case the longer periods of time shall prevail). Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the services, nor monthly or final payment therefore, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services or materials are found to be defective, deficient or not in accordance with the Agreement, Contractor shall correct remove and replace it promptly after receipt of a written notice from the District and correct and pay for and other damage resulting therefrom to District property or the property of landowners within the District. Contractor hereby certifies it is receiving the property in its as-is condition and has thoroughly inspected the property and addressed any present deficiencies, if any, with the District. Contractor shall be responsible for maintaining and warranting all plant material maintained by Contractor as of the first date of the Services.
- g. Contractor hereby covenants to the District that it shall perform the services:
 - i. using its best skill and judgment and in accordance with generally accepted professional standards and
 - ii. in compliance with all applicable federal, state, county, municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, permits and approvals (including any permits and approvals relating to water rights), including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform. Contractor hereby covenants to the District that any work product of the Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed

or held by any person or business entity absent prior written consent from the District.

8. INSURANCE.

- a. Contractor shall, throughout the performance of its Services pursuant to this Agreement, maintain:
 - i. Worker's Compensation Insurance in accordance with the laws of the State of Florida; and
 - ii. Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards: Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation; and
 - iii. Employer's Liability Coverage with limits of at least \$1,000,000 per accident or disease; and
 - iv. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- b. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- c. If the 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 the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

9. INDEMNIFICATION.

a. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and

Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, and shall include, but not be limited to, costs and expenses of any kind or nature that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any hazardous substance in or into the air, soil, surface water, groundwater or soil vapor at, on or about, under or within the real property of the District, or any portion thereof, as a result of activities of Contractor under this Agreement.

- 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, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.
- 10. Environmental Activities. The Contractor agrees it is licensed, capable and shall use best management practices, consistent with industry standards, with respect to the storage, handling and use of chemicals (e.g., fertilizers, pesticides, etc.) and fuels. The Contractor shall keep all equipment clean (e.g., chemical sprayers) and properly dispose of waste. Further, the Contractor shall immediately notify the District of any chemical or fuel spills. The Contractor shall be responsible for any environmental cleanup, replacement of any turf or plants harmed from chemical burns and correcting any other harm resulting from the Work to be performed by Contractor.

11. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE SERVICES.

- a. A Work Authorization shall be in writing by the Owner, in the form and manner attached to this Agreement as **Exhibit B**, which shall consist of additions, deletions or other modifications to the Agreement.
- b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scopes of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of this Agreement.

12. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to all persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and community residents, tenants, and the general public that may be affected thereby.

- b. All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.
- c. The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor.
- 13. ACCEPTANCE OF THE SITE. By executing this Agreement, the Contractor agrees that the Contractor was able to inspect the site prior to the time of submission of the proposal, and that the Contractor agrees to be responsible for the care, health, maintenance, and replacement, if necessary, of the existing landscaping, in its current condition, and on an "as is" basis. No changes to the compensation set forth in this Agreement shall be made based on any claim that the existing landscaping was not in good condition or otherwise differs materially from conditions ordinarily encountered.
- **14. TAX-EXEMPT DIRECT PURCHASES.** The parties agree that the District, in its discretion, may elect to undertake a direct purchase of any or all materials used for the landscaping services, including but not limited to the direct purchase of fertilizer. Contractor shall follow required procedures as directed by the District.
- **15. BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Services performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after the completion of such Services. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement. Such books and records may be subject to public records laws and may be treated as such.
- **16. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Contractor shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision

thereof with respect to the services being rendered under this Agreement or any act or omission of the Contractor or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Contractor shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

- 17. 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.
- 18. Custom AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.
- **19. Successors.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties to this Agreement, except as expressly limited in this Agreement.
- **20. ASSIGNMENT.** This Agreement is for the personal services of Contractor and may not be assigned by Contractor in any fashion, whether by operation of law, or by conveyance of any type including, without limitation, transfer of stock in Contractor, without the prior written consent of Owner, which consent Owner may withhold in its sole discretion. Owner retains the right to assign all or any portion of this Agreement at any time. Upon such assignment, and provided the Assignee shall, in writing, assume Owner's obligations under this Agreement, Owner shall be automatically released and discharged from any and all of its obligations under this Agreement, and Contractor shall thenceforth look solely to the Assignee for performance of Owner's obligations under this Agreement.

21. SUSPENSION OR TERMINATION.

- a. Anything in this Agreement to the contrary notwithstanding, Owner shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the fee earned by it, plus any earned amounts for extra Services performed pursuant to this Agreement, through the date of termination.
- b. The Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a

receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of the Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the Scope of the Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient.

22. SUBCONTRACTORS.

- a. The Contractor shall not award any of the Services to any subcontractor without prior written approval of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained herein shall create contractual relations between any subcontractor and the District.
- b. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:
 - i. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the subcontractors related to the Services.
 - ii. Contractor shall coordinate the services of any subcontractors and remain fully responsible under the terms of this Agreement. Contractor shall be and remain responsible for the quality, timeliness and the coordination of all Services furnished by the Contractor or its subcontractors.
 - iii. All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each subcontractor must agree, for the benefit of the Owner, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.
- **23. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **24. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent Contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any

authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

25. NOTICES. Any notice, demand, request or communication required or permitted hereunder ("**Notice**") shall be in writing and sent by hand delivery, United States certified mail, or by recognized overnight delivery service, addressed as follows:

If to Owner: Narcoossee Community Development District

219 E. Livingston St. Orlando, Florida 32801 Attention: Jason Showe

With a copy to: KE Law Group, PLLC

2016 Delta Boulevard, Suite 101 Tallahassee, Florida 32303 Attention: District Counsel

If to Contractor: Yellowstone Landscaping, Inc.

3235 N. State Street, P.O. Box 849

Bunnell, Florida 32110

Attention:

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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.

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

27. CONTROLLING LAW AND VENUE.

a. This Agreement and the provisions contained in this Agreement shall be construed,

- interpreted, and controlled according to the laws of the State of Florida. Venue for any legal actions regarding this Agreement shall be Orange County, Florida.
- b. In the event that any provision of the Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Agreement shall remain in full force and effect.

28. MISCELLANEOUS PROVISIONS.

- a. Any failure by Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Owner may subsequently requires strict compliance at any time, notwithstanding any prior failure to do so.
- b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of Owner by Contractor from any and all claims, demands and causes of action whatsoever which Contractor may have against Owner in any way related to the subject matter of this Agreement and Contractor shall as a condition precedent to receipt of final payment from owner, submit to the Owner a fully and properly executed general Release, in the form attached to this Agreement. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to Owner in accordance with law for all damages to Owner caused by the Contractor's performance of any of the Services furnished pursuant to this Agreement.
- c. The rights and remedies of Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.
- d. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained in this Agreement, the Contractor acknowledges that prior to execution of the Agreement it has thoroughly reviewed and inspected the Contract Documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have 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.
- e. 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.
- f. 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. Additionally, the parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

- g. <u>E-Verify</u>. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*. 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.
- 29. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 Governmental Management Services - Central Florida, LLC ("Public **Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, RECORDREQUEST@GMSCFL.COM, OR

219 E. LIVINGSTON STREET, ORLANDO, FL 32801.

[Signature pages follows] [Signature Page To Landscape Maintenance Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

> NARCOOSSEE COMMUNITY DEVELOPMENT DISTRICT

Chairperson/Vice Chairperson Date: 12/9/2022

YELLOWSTONE LANDSCAPE, INC.

By: Josh Cochran

Its: Branch Manager

Date: 12/9/2022

Exhibit A: Scope of Services

Exhibit B: Work Authorization Form

Exhibit C: General Release

EXHIBIT A

SCOPE OF SERVICES/PROJECT MANUAL

Scope of Services

1. GENERAL CONTRACTOR REQUIREMENTS AND PROCEDURES

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

1.1 Operation Procedures

The Contractor shall perform the basic services outlined within the Scope of Services between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday unless specified otherwise or directed by the Owner. In addition, operation of leaf blowers shall be prohibited between the hours of 7:00 a.m. and 9:00 a.m. The Contractor may submit a request for additional operation time, in response to poor weather conditions, to be reviewed for approval by the Owner.

1.2 Key Personnel

- 1.2.1 All Work shall be managed and/or directed by key personnel identified in the proposal. Any changes in the assigned key personnel shall be subject to approval by the Owner. Where applicable, the Contractor shall require certifications, training, etc. be secured and updated for all employees for the maintenance and technical services performed under this contract.
- 1.2.2 Contractor shall provide one (1) Project Manager who is knowledgeable of the Contractor's daily activities when performed at the site. This Manager shall serve as the point of contact between the Owner and Contractor. The Manager shall be responsible for coordinating all scheduled services with the Owner and for the timely scheduling of unscheduled maintenance services.

1.3 Personnel Dress Code

The Contractor shall ensure that employees working on the Project shall wear uniforms or professional attire at all times. Clothing that expresses or implies obscene language or graphics, degrading or demeaning connotations, or in the opinion of the Owner is unsightly for any reason, shall be strictly prohibited. Contractor personnel shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

1.4 Personnel Conduct

The Contractor shall enforce strict discipline and good order among its employees on the Project site. The Contractor shall ensure that its employees who communicate and interact with the

community and any other customer/party associated with the Project are knowledgeable of the Project and the Services the Contractor is performing.

1.5 <u>Safety Program</u>

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

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

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

1.6 Facility Location

The Owner **shall not** provide a facility on the Project Site for the Contractor as part of this Scope of Services.

1.7 Subcontractors

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

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

1.8 Consultants

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

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

1.9 Document Control and Data Management

1.9.1 Document Control

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

1.9.2 Data Maintenance

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

1.9.3 Data Dispersal

Should the Contractor distribute data to others, the Contractor shall document the distribution of data by completing a letter of transmittal. All distribution of data shall be accompanied by a letter of transmittal with a copy provided to the Owner identifying:

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

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

1.10 Verification of Data

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

1.11 Ownership of Data

It is to be understood that all data transmitted and material/equipment purchased under this contract by the Contractor or provided to the Contractor, either by the Owner or third parties, are the sole properties of the Owner. The Contractor shall have temporary charge of the data while performing contracted services for the Project. All data shall be returned to the Owner at the conclusion of the obligation, after which, no copies of the data may be kept by the Contractor without the express written permission of the Owner.

The Owner shall retain the right to require that the Contractor transfer all Pdata, material, or equipment to the Owner immediately upon fourteen (14) days' written notice, for any reason. The same procedures shall apply should it become necessary for the Contractor to voluntarily return all data to the Owner.

1.12 Quality Control

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

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

2.0 COORDINATION

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

2.1 General Coordination

The Contractor shall meet with the Owner and its separate consultants as appropriate, on a weekly basis. Those meetings shall serve as forum for the exchange of information, identification of pertinent and critical issues, determination of an action plan and schedule for resolving those issues, review of schedule and budget status, and discussion of other landscape, irrigation and maintenance related issues deemed appropriate by the Owner of the Contractor. The Contractor shall prepare the agenda for those meetings and submit it to the Owner two working days prior to the date of each meeting. The Contractor shall record and distribute minutes of each meeting to all attendees within five (5) business days, as well as other parties with a "need-to-know" basis. The Owner shall provide the meeting location.

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

- District Manager
- District Engineer
- District Representative

- Aquatic Weed Control Maintenance Contractor
- Sprint Telecommunications
- TECO/Peoples Gas
- City of Orlando
- Orange County and its various departments
- Florida Department of Transportation
- SFWMD
- Adjacent property owners, as directed by the Owner
- Orlando Utility Commission

2.2 Contractor's Project Manager

Contractor shall designate an on-site representative who will be responsible for overall supervision of the Contractor's work force on the Project and shall act as the single point of contact, on a daily basis, between the Owner and the Contractor. This individual shall maintain at all times a means of being contacted by the Owner (pager, cellular phone, or radio) and shall respond to such calls within twenty (20) minutes of contact. This individual shall be responsible for maintaining the Contractor's schedule of activities and notifying the Owner of this daily schedule for quality control of the Contractor's service and for arranging and supervising unscheduled service requests by Owner.

3. SCHEDULED OPERATIONS AND MAINTENANCE

The Contractor shall meet all requirements associated with turf care, shrubs/ground cover care, tree care, irrigation system, pressure washing and litter removal, as required in this Agreement. The contractor shall make a complete site inspection of Narcoossee, specifically the areas of CDD maintenance. Attachment A includes plan identifying the general limits of CDD maintenance by area. All landscaping, hardscape, structures (fences, entry features, benches, etc.) within the CDD areas shall be maintained by this Contractor in accordance with the following requirements:

3.1 Turf Care

3.1.1 Mowing

- a. All lawns located in developed and undeveloped areas, including St. Augustine, and Bahia (including ponds), shall be moved once per week from April through September, three (3) times per month in March and October, and once every other week from November through February. Moving shall be performed at a minimum frequency of 42 times per year.
- b. Turf areas shall be cut to a height of no more than 4 (4) inches nor less than four (4) inches, to foster photosynthesis and healthy root development.
- c. Mower blades shall be kept sharp at all times to prevent tearing of grass blades.
- d. Mulching type-mowing equipment is preferred and no side discharges are permitted on walk-behind mowers.
- e. Visible clippings after mowing shall be removed to prevent thatch build up.
- f. Various mowing patterns shall be employed to prevent ruts in the turf caused by mowers.
- g. All clippings shall be kept out of ornamental beds, off all sidewalks, roadways, stormwater inlets and waterways.

3.1.2 Edging

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

3.1.3 Trimming

All areas inaccessible to mowers and/or otherwise unmowable due to trees, light poles, chain link fences, signs, rocks, culverts, miscellaneous hardscape items, etc. shall be trimmed at the same height, same day, in the same frequency as mowing. This includes grass runners around all ponds. Trimming shall be performed with the use of a string trimmer or other mechanical means. Chemical use shall be encouraged when working within six (6) inches of any vinyl fence posts. All other chemical use will not be permitted unless approved by Owner.

3.1.4 Weed and Disease Control

- a. Four (4) applications (full coverage) of weed and disease/fungus control shall be provided in the months of February, March and October, November of each year for all St. Augustine, areas. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeding shall be performed to a level that is acceptable to the Owner. Additional requirements for weed control are defined in paragraph 3.2.2
- b. Turf areas shall be continuously monitored for infestations of disease/fungus and weeds and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application of chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to these regulations.
- d. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.5 Fertilization

All fertilizers shall be applied (full coverage) according to manufacturer's instructions. Fertilizers shall be applied with the turf is dry and not over an early morning dew. Fertilizers shall be watered following application on the same day. Apply lawn fertilizer with broadcast spreaders and overlap consistently for uniform coverage.

- a. A custom blended granular fertilizer shall be applied at least four (4) times per year (February, April, June, and October) for St. Augustine. Bahia shall be fertilized three (3) times per year (March, July, and November). Additional applications of micronutrients may be needed in July or August for St. Augustine turf. Analysis, scheduled applications, and application rates per 1,000 square feet shall be approved by the Owner and at a minimum include a full trace element package of iron, magnesium, zinc and calcium. Analysis may be different depending on the season of application and should always meet the specific site conditions. The minimum application rate shall be one (1) pound of nitrogen per 1,000 square feet per application. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. The Owner reserves the right to make reasonable adjustments to the specifications, timing, rate of application and elementary composition according to actual horticultural conditions at the time.
- c. A State inspection of analysis along with an actual certified fertilizer label, legible and otherwise suitable condition for filing, must be submitted for approval.
- d. To maintain uniform turf color, fertilization shall be completed within ten (10) working days per phase in its entirety.
- e. All fertilizers shall be kept out of canals and storm water retention ponds and be removed immediately from all sidewalks and roadways.
- f. A report containing bag usage and tonnage per area shall be submitted immediately following fertilization.
- g. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- h. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.6 Pest Control

- a. The Contractor shall provide four (4) applications (full coverage) of insect control per year in the months of March, May, July and September for St. Augustine and two (2) applications of insect control per year in May and July for Bahia. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Turf areas shall be continuously monitored for infestations of insects and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- d. Contractor shall provide MDSD sheets for all chemicals to the Owner prior to start of contract. Contractor shall also provide MDSD sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.1.7 pH Adjustment

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

3.2 Shrubs/Ground Cover Care

3.2.1 Pruning

- a. Detailing of planted areas shall be performed in a sectional method, with the frequency of once every three weeks. Detailing includes trimming, pruning and shaping of all shrubbery, ornamentals and ground cover, removal of under story tree suckers, removal of unwanted vegetation, trash and the fluffing of bark or chips. Contractor shall provide to the Owner a sectional detailing operation map for review and approval within 30 days after the Contractor's notice to proceed.
- b. Shrubs shall be hand clipped to remove only the top excess growth. Hedge sheering shall not be performed until shrub rows are completely full and have obtained at least three (3) feet full height. Pruning sides of shrubs shall be avoided to allow the mass to naturally fill.
- c. No pruning shall be performed on live wood that alters the shape and fullness with respect to the intended character of the plantings. Any shrub damage from equipment, other negligent activities, or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- d. Shrubs shall be pruned according to Owner's specific instructions.
- e. Summer flowering shrubs shall be pruned yearly during late winter/early spring (late February April).
- f. Spring flowering shrubs shall be pruned yearly after blooming.
- g. Broad leaf evergreen shrubs shall be hand-pruned yearly to maintain their natural appearance after the new growth has hardened off.
- h. Conifers shall be pruned yearly after the foliage of the new growth has changed color.
- i. Ground covers shall be edged and pruned to contain them within the planting beds.
- j. The main stem of shrubs or vine-lie plants planted near fences shall be secured to the fence with plastic tie material to allow new growth to be guided as directed by the Owner.
- k. All clippings shall be removed from all sidewalks, roadways, and waterways, and disposed off-site.
- 1. A schedule for pruning shall be submitted within 30 calendar days of the notice to proceed with the Services for Owner's approval.
- m. Selective pruning, balling and shaping shall be performed as needed to expose landscape lights and remove all dead wood.

3.2.2 Weeding

a. The Contractor shall be required to maintain all mulched areas free of weeds to a level that is acceptable to the Owner by hand pulling or chemical means as environmental, horticultural and weather conditions permit. An appropriate combination of "pre" and

- "post" emergent is strongly recommended. Weeding shall be performed in conjunction with the detailing of planted areas at a minimum frequency of once every three weeks. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense. Weeds around impervious surfaces shall be sprayed as soon as observed. All weeds collected shall be removed and disposed off-site.
- b. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhere to or failing to adhere to these regulations.
- c. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.3 Fertilization

- a. A custom blend fertilizer shall be applied at least four (4) times per year (March, May, July and September). Analysis shall include a trace element of iron, magnesium, zinc and calcium. Analysis and program should be structured to meet the specific site conditions. Reapplications, if required in the Owner's opinion, shall be provided at the Contractor's own expense.
- b. Fertilizers shall be applied at a rate of 1 pound of nitrogen per 1,000 square feet of bed area.
- c. Fertilizers shall have the following:
 - 1. Forty percent nitrogen derived from sulfate; 60% from controlled release.
 - 2. A ratio of nitrogen to potassium at 1 to 1.
 - 3. Two percent iron, minimum.
 - 4. Two percent magnesium, minimum.
 - 5. One percent magnesia, minimum.
 - 6. Three percent phosphorous, minimum.
 - 7. Include elements of calcium, boron, copper, zinc and phosphor.
- d. Alternative fertilizer analysis may be approved by the Owner, if the Contractor substantiates reasons for healthier plant growth.
- e. Granular fertilizer shall be applied by hand or hand-operated broadcast spreader insuring uniform coverage. Fertilization shall be completed within ten (10) working days.
- f. A State inspection of analysis along with an actual label in legible and otherwise suitable condition for filing shall be submitted for approval.
- g. All fertilizer shall be kept out of canals and lakes and be removed immediately from all sidewalks, pedestrian areas and roadways.
- h. A report containing name of product applied, mix ratio, rate of application, amount of product applied, and location of application shall be submitted immediately following fertilization.
- i. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- j. Contract shall provide MSDS sheets for all chemicals to the Owner prior to start of the contract. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.4 Pest and Disease Control

- a. The Owner shall be notified one week prior to any chemical application. All over spray shall be prevented and contact with any pedestrians, their property or pets shall be strictly avoided.
- b. All landscape areas shall be continuously monitored for infestations of insects and disease/fungus, and treated immediately for proper control. Contractor shall provide a monthly monitoring report of these activities to the Owner.
- c. Six (6) applications (full coverage) of insect and disease control shall be required per year in the months of February, April, June, August, October and December. Any reapplications required, in the Owner's opinion, shall be provided at the Contractor's own expense.
- d. Use manufacturers' instructions for proper applications. Operating personnel shall be knowledgeable for monitoring and identification and licensed for application. All chemicals shall be used in strict accordance with Federal, State and County directive on environmental control and carry an EPA approval number.
- e. All State and Federal regulations governing the use/application chemicals shall be strictly adhered to. Contractor assumes all related liability for adhering to or failing to adhere to these regulations.
- f. Contractor shall provide MSDS sheets for all chemicals to the Owner prior to start of the Agreement. Contractor shall also provide MSDS sheets for any changes in chemical use to the Owner, prior to application, throughout the entire contract period.

3.2.5 Mulching

All mulched beds shall be turned over for a fresh appearance during ever other required bed detailing sequence. New mulch shall be installed once a year as part of this scope of services.

3.2.6 pH Adjustment

A soil analysis and pH adjustment shall be provided for shrubs/ground cover as per section 3.1.7.

3.3 Tree Care

3.3.1 Pruning

- a. Removal of dead limbs and branches from all trees shall occur at a minimum of two times per year, February and August, or as directed by the Owner. No pruning should be performed on live wood that would affect the fullness with respect to the intended character of the plantings. Any tree damaged from equipment, other negligent activities or improper pruning shall be replaced by the Contractor at no additional cost to the Owner.
- b. Removal of all sucker growth from base of trees shall be performed on a regular basis. Contractor shall remove any limbs, which in the Owner's opinion, pose a threat to public safety.

Contractor will provide specific pruning practices, unless otherwise directed by the Owner, for the following items:

• Oaks: Generally prune trees to maintain the desired uniform appearance by thinning or tipping. No topping shall be performed on oak trees. Branches are

- encouraged to hang over walks with adequate pedestrian and bicycle clearance.
- Crape myrtles: Crape myrtles shall be tipped in February, but only by approximately two to three feet. Sever topping shall be considered out of character.
- Wax Myrtle: Wax myrtles shall be tipped mildly in February, cleaned at the base to two feet clear trunk and dead wood removed.
- Holly: Burford hollies shall be kept full headed and pruned only to bring clear trunk level to two feet above ground cover level. All holly trees shall be hand-clipped (not hedged) for naturally formed appearance. Sever shearing into "pyramids or lollipops" shall be avoided.
- Ligustrum: Ligustrums shall be hand clipped for natural form. Sever shearing into "gloves" shall be avoided, unless directed by the Owner.
- Magnolias: Prune only sucker growth to maintain an attractive, clear trunk appearance.
- Washington palms: The condition and appearance of booted trunks shall be monitored monthly and cleanup/boot removal shall be provided as directed by the Owner. Once the fronds have dropped to an 8:00 to 4:00 angle, the Contractor shall remove the fronds to a maximum 10:00 to 2:00 angle. Fronds shall be removed a minimum of three (3) times per year. Seedpods shall be removed as necessary or as directed by owner.
- Queen Palms: Pruning of trees twice per year, however seedpods shall be removed as necessary or as directed by owner.
- Canary Palms: Pruning of trees three (3) per year, however seedpods shall be removed as necessary or as directed by owner.
- c. Trees located in buffer areas shall be pruned twice (2) a year. These trees shall be pruned to promote dense canopy for screening and to provide a neat appearance. The Owner shall provide specific instructions for pruning trees in buffer areas.
- d. Other ornamental trees shall be pruned yearly during late winter/early spring (late February April).
- e. All other trees shall be pruned yearly to enhance their natural character as directed by the Owner.
- f. Trees shall be canopied in a manner that will prevent interference with pedestrian walkways, and bike lanes where applicable, as well as assist in the general appearance of the property. This service will be performed as necessary during the detail three-week rotation to maintain uniformity and property clearances.
- g. Selective pruning and shaping shall be performed as needed to expose landscape lights.
- h. Contractor is responsible for keeping all bleed down pipes for the stormwater ponds accessible at all times.

3.3.2 Fertilization

Trees shall be fertilized as per the requirements of 3.2.3. Any alternative fertilizer analysis recommended specifically for individual trees may be approved if the Contractor substantiates reasons for healthier plant growth.

3.3.3 Pest Control

Preventative insect/disease control treatments shall be provided for individual trees, as per

the requirements of 3.2.4.

3.3.4 Mulching

All individual isolated trees shall have their tree ring re-mulched as per the requirements o 3.2.5.

3.3.5 pH Adjustment

Soil testing and pH adjustment shall be provided as per the requirements of 3.1.7.

3.4 <u>Annuals</u>

- 3.4.1 Annual flowers will be changed (4) times per year at all monuments and entrances with selected 4 inch varieties best suited to the seasonal and environmental conditions at ideal spacing for the varieties chosen (average 6" spacing).
- 3.4.2 Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
- 3.4.3 Annually, prior to the spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged pine bark.
- 3.4.4 <u>A granular time-released fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.</u>
- 3.4.5 Annual flowers will be serviced as needed to remove flowers that are fading or dead (deadheading) to prolong blooming time and improve the general appearance of the plant.
- 3.4.6 All soils will be roto-tilled to a depth of 6" inches after removing and prior to installing new annuals.
- 3.4.7 Annual flowerbeds are not to be left empty for more than 4 working days at any given time, unless replacement is prevented by severe weather conditions. If replacement material is needed to keep all beds full and healthy between scheduled changes, contractor will remove and install new material at no additional cost to the owner, except in case of damage due to severe weather conditions (flooding, high winds and frost).
- 3.4.8 During winter months and extreme cold all annuals shall be protected (frost cloth) against frost damage with appropriate coverings to ensure the survival of all annuals. This service shall be provided as part of the scope of services.

3.5 <u>Irrigation System</u>

3.5.1 General Requirements

a. The Contractor shall be responsible for continual, full operation of all system parts. Any plant damage resulting from non-operation of system, over-watering, or insufficient watering due to maintenance neglect shall be the Contractor's responsibility, as per Section 1.12. Contractor shall replace damaged materials or reimburse the Owner for the cost of replacement or repairs as directed by the Owner.

- b. The Contractor shall be responsible for repairs to the system caused by the Contractor or by the Contractor's neglect for the term of this Agreement.
- c. Automatic irrigation system will be programmed weekly to provide watering frequency sufficient to replace soil moisture below the root zone.
- d. All irrigation shall run between 12:00 a.m. and 7:00 a.m. Any deviation from this schedule shall be approved by the Owner.
- e. Contractor must adjust system to ensure compliance with any water restrictions.
- f. Any modifications to the irrigation system shall be submitted in writing for approval. Approval will be in writing to the Contractor. If the original request is not satisfactory to the Owner, an alternate plan may be requested. A detailed sketch for record documents will also be supplied to the Owner, prior to work commencing.

3.5.2 Monitoring/Adjustments

- a. The Contractor shall inspect the entire operation of the system no less than once every four weeks. A written report shall be furnished to the Owner at the completion of each inspection. During this inspection, the Contractor shall perform the following:
 - Activate each zone of the existing system.
 - Visually check for and report and damaged heads or ones needing repair.
 - Ensure the operation and coverage is sufficient for proper healthy landscape growing conditions.
- b. Spray patterns for all irrigation heads shall be adjusted, if required, when detected by the Contractor or as directed by the Owner. Removal of grass, debris grown over all heads, cleaning of clogged nozzles and screens shall be included in this scope of services.
- c. Any adjustments to the spray nozzles, spray patterns, controllers, etc. required to provide optimum growth of the landscape shall be provided on an as-needed basis as part of the base Scope of Services.

3.5.3 Valve/Valve Boxes

- a. The Contractor shall provide any miscellaneous cleaning of valves for proper functioning on an as-needed basis.
- b. The Contractor shall ensure that all valve boxes remain flush and level with grade. The valve boxes shall be kept free of any overgrowth of plant material or sod. The interior of each box shall be kept clean and the components accessible. Any damage to valve boxes or lids caused by the crew will be replaced at the contractor's expense.
- 3.6 <u>Pressure Washing</u> (This will be provided by Contractor as needed, as a billable item in addition to the contract price.)
 - 3.6.1 Pressure washing shall be performed with the use of a 2,500-psi gas-powered pressure washing machine, unless otherwise specified. All hardscape structures, site furnishings, road bridges, roadside pedestrian structures, development entry features, regulatory signs, street signs, and the overflow weirs shall be treated twice per year, as directed by the Owner.

- 3.6.2 Park hardscape areas including the wood deck, site furnishings, and shade structures, and sidewalks and site furnishings shall be pressure washed weekly. All hand railings shall be lightly pressure washed and wiped down weekly.
- 3.6.3 If the Contractor experiences any damage to the finish of any hardscape items due to pressure washing, work shall stop immediately and the Owner notified.

3.7 Litter Removal

3.7.1 Landscape Areas

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

3.7.2 Road Rights-of-Way, Ponds, and drainage easements.

Contractor shall monitor all road rights-of-way, stormwater ponds, and stormwater inlets, to collect any litter and dispose of the litter off-site.

4. UNSCHEDULED MAINTENANCE AND REPAIRS

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

4.1 General

The Contractor shall be responsible for all repairs within the limits of work unless directed otherwise by the Owner. Repairs that result from the Contractor's failure to properly perform the Services under this Scope of Services shall not be considered an Additional Service and, therefore, shall not warrant additional compensation to the Contractor. Repairs that, in the Contractor and Owner's opinion, are not as a result of Contractor negligence shall be deemed an Additional Service and shall, at the Owner's election, be made by the Contractor upon receipt of a Work Authorization from the Owner. When the Contractor determines that a repair is necessary, the Contractor shall submit to the Owner a Work Authorization form, together with the Contractor's estimate of the cost to perform the repair. Whenever possible, this Work Authorization and cost estimate should be sent to the Owner seven (7) calendar days in advance of the Contractor performing the Services. The Owner shall return one execute copy of the Work Authorization form and shall indicate the method of compensation. In the event the Services are to be provided on a unit price or time-and-material basis, within seven (7) calendar days upon completion of the Services, the Contractor shall submit to the Owner, an itemized listing of the Contractor's costs to perform the Services including all unit quantity items or labor, equipment, materials, and Subcontractor's accordingly. The itemized listing shall be presented in a format acceptable to the Owner and if requested by the Owner, shall include copies of invoices from others providing work or materials on the repair.

4.2 Damaged Facilities

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

4.2.2 Irrigation Repairs

- a. All breaks shall be repaired immediately. Lines shall be flushed thoroughly before installing new heads.
- b. All replacement parts shall be the same manufacture as the initial irrigation installation. Execution of all repairs/installation shall be as per original construction details/specifications.
- c. Above-ground irrigation components damaged by the Contractor while performing landscape maintenance activities shall be repaired and replaced by the Contractor within 24 hours at no change to the Owner.
- d. Any damage on property due to washouts created by irrigation breaks that went undetected for a period of time due to negligence of the Contractor shall be repaired by the Contractor at no charge to the Owner.
- e. Irrigation components damaged by accident caused by someone other than the Contractor, by wear and tear, or by vandalism shall be reported to the Owner immediately. Execution and payment for these repairs is explained in Section 4.1.

4.3 Emergency Repairs

- 4.3.1 If the repair to a damaged facility is deemed an emergency and immediate repair is judged necessary by the Contractor, District Manager, District Engineer, or Owner, upon receipt of authorization by the Owner, the Contractor shall proceed with providing all material, labor, and equipment on a time-and-material basis necessary to make the repair and restore the facilities. If the repair is required due to Contractor's negligence, the Owner shall back charge the Contractor for the repair.
- 4.3.2 The Contractor shall provide any emergency repairs to the irrigation system immediately once detected by the Contractor, or within three hours of notification from the Owner. If the emergency repairs are due to Contractor negligence, the Contractor shall provide these repairs at its own expense. If these repairs are beyond the Contractor's control within the Scope of Services, the Contractor shall provide the repairs and submit an invoice on a time-and-material basis.
- 4.3.3 Emergency repairs, as agreed by the Owner, are the only repairs that will not require a Work Authorization from the Owner prior to commencing the repair. However, a Work Authorization will be completed and referenced on the Contractor's monthly invoice to the Owner.

4.4 Unscheduled Maintenance

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

- Raise the height of irrigation heads.
- Provide cleanup and touch-up finishes (paint, stucco, etc.) as necessary for any hardscape item in response to vandalism or acts of God.
- Provide landscape and irrigation materials, replacements, or repairs due to vandalism or acts of God.
- Provide site cleanup (litter removal, pressure washing, etc.) before and after community special events.
- Provide moving of undeveloped areas.
- Provide, in late October of each year, over-seeding in undeveloped Bahia areas with Winter Rye. The Contractor shall provide seeding mix to the Owner for approval prior to application. Any reapplications required, in the Owner's opinion, due to poor germination or inconsistent coverage, shall be provided at the Contractor's own expense.
- Provide selective weeding and pruning for existing wooded areas.

5. RESPONSE TIME

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

5.1 General

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

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

- Standard maintenance activity adjustments: varies, as directed by Owner.
- Irrigation adjustments: 24 hours
- Standard repairs: one week
- Emergency repairs: three (3) hours
- Unscheduled maintenance request: as needed, as soon as four (4) hours
- Plant material replacement: two (2) weeks

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

Emergency Response Program

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

- Irrigation line breaks
- Equipment failures
- Chemical spills

Additionally, the ERP shall address the following:

- Responsible parties to be notified
- Personnel, equipment, and emergency repair contractors on call and who will respond to each type of emergency
- Procedures for notifying the Owner, District Manager, the community, and other utility companies affected by the listed emergency
- The Contractor shall prepare, maintain and distribute an ERP manual detailing the procedures and responsibilities for the situations listed above and any other situation deemed appropriate by the Owner.

The ERP manual shall be included in the operations section of the Administrative/Maintenance/Operations program.

END OF SCOPE OF SERVICES

[Exhibit A continues on next page]

TASK	NONA CREST	LA VINA	NONA PRESERVE	Totals
Turf Care	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost
Vlowing	\$21,660.00	\$60,512.00	\$19,572.00	\$101,744.00
Weed/Disease Control	\$832.00	\$1,620.00	\$776.00	\$3,228.00
Fertilization	\$832.00	\$1,620.00	\$776.00	\$3,228.00
Pest Control	\$832.00	\$1,620.00	\$776.00	\$3,228.00
Subtotal	\$24,156.00	\$65,372.00	\$21,900.00	\$111,428.00
Shrubs/Ground Cover Care	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost
Pruning	\$9,000.00	\$7,980.00	\$10,200.00	\$27,180.00
Annuals (Replaced 4 Times per Year)	\$0.00 (no flowers)	\$9,264.00	\$2,964.00	\$12,228.00
Weed/Disease Control	\$348.00	\$588.00	\$292.00	\$1,228.00
Fertilization	\$348.00	\$588.00	\$292.00	\$1,228.00
Pest Control	\$348.00	\$588.00	\$292.00	\$1,228.00
Mulching	\$2,748.00	\$4,776.00	\$2,412.00	\$9,936.00
Subtotal	\$12,792.00	\$23,784.00	\$16.452.00	\$53,028.00
Pruning Fertilzation Weed/Disease Control Pest Control	\$5,040.00 \$348.00 \$348.00 \$348.00 \$2,748.00	\$1,368.00 \$200.00 \$200.00 \$200.00	\$8,100.00 \$292.00 \$292.00 \$292.00	\$14,508.00 \$840.00 \$840.00 \$840.00
Mulching Subtotal	\$8.832.00	\$4,776.00 \$6.744.00	\$2,412.00 \$11,388.00	\$9,936.00 \$26,964.00
Irrigation System Monitoring	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost
Monthly Inspection	\$5,760.00	\$11,520.00	\$5,760.00	\$23,040.00
Subtotal	\$5,760.00	\$11,520.00	\$5,760.00	\$23,040.00
Litter Removal	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost	Annual Maintenance Cost
Subtotal	\$3,000.00	\$4,000.00	\$3,000.00	\$10,000.00
Total	\$54,540.00	\$111,420.00	\$58,500.00	\$224,460.00
Cost of One Additional Mulching				

Notes:

- 1. The amounts listed above are fixed fees for the time period noted. The fixed fee shall include the Contractor's profit and general overhead and all costs and expenses of any nature whatsoever (including, without limitation, trench safety, labor, equipment, materials and all taxes).
- 2. Refer to the scope of services for the specific description and frequency of the services to be provided.
- 3. Invoices will be submitted monthly, prorated, based on the above fees.



Narcoossee Community Development District Mowing Map





Narcoossee Community Development District Three Week Detail Rotation



EXHIBIT B

WORK AUTHORIZATION FORM

Exhibit C	
Work Authorization Contract No.	
Contract No. Date: Work Authorization No	
	Budget Code: CD
To: Yellowstone Landscape, Inc.	
Pursuant to the Maintenance Services Agreement dated, the Contractor agree the services described below for a fixed fee to be computed in the manner set out accordance with Article 5 of the Agreement.	
Description of Work Authorization services:	
Bill to: Narcoossee Community Development District	
The following is/are applicable to this Work Authorization as marked:	
A. As a result of this Work Authorization, the Contractor shall be compensated a fee in \$	the amount of
B. Contractor shall proceed immediately with this Work Authorization on a time and material basis with the Contract Documents. Time and material tickets should be submitted daily to the Program	
C. Contractor shall proceed immediately with this Work Authorization on a unit price basis in according the Contract Documents.	ordance with
The total amount of this Work Authorization shall be full and complete consideration to the Contractor for the services set forth above and the Contractor hereby waives any and all claims arising out of or related covered by this Work Authorization.	

Contractor shall commence the aforesaid authorized services upon the execution hereof and shall perform the same in accordance with the terms and conditions of the Agreement which remain in full force and effect.

This Work Authorization represents the entire and integrated agreement between the parties, and supersedes all prior negotiations and qualifications, for these authorized services; but this Work Authorization and the services contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Agreement including without limitation, those concerning payment.

Accepted and Agreed by Contractor:		For Owner:				
Company Name		Narcoossee Community Development District				
By:	Date:	By:	Date:			
Ву:	Date:	By:	Date:			
For Review and Approval (if applicable):						
District Engineer:						
By:	Date:					
Completed by:	Date:					

EXHIBIT C GENERAL RELEASE

of the payment of the sum of \$
District, (hereinafter referred to as "Owner")
*
s or others furnishing labor, goods, supplies or
en fully paid and satisfied and hereby agrees to
h claims, liens, demands, judgments, causes of
gineer may incur as a result of any such non-
-
•
The undersigned, for and in consideration of the payment of the sum of \$
D' (N. CC)
Print Name of Contractor
And a single Constant
Authorized Signature
is personally known / produced identification.
Notary Public
State of Florida at Large
My Commission Expires:

SECTION V

From: Rhonda Mossing rhonda.mossing@mbscapitalmarkets.com & Subject: RE: Narcoossee CDD 9/27/22 Meeting Reminder & Agenda

Date: January 5, 2023 at 3:10 PM



Good afternoon Jason. Our monthly update on the monitoring of the economics of refunding the Series 2013 Bonds shows the market improving a little, as shown in the attached MMD (Municipal Market Data) Chart through 12/30/2022. We ended the year with a 3.58 AAA rated 30-year bond rate. You will recall that we've indicated that the District's bond rate would trade off of the MMD at between a 100 and 150 basis points spread. This means a 3.58 AAA Bond would equate to the District's Bonds at about 5.0%. The District's current average interest rate is 5.625%. Taking into consideration the costs of issuance, the market needs to continue to improve for the District to realize net present value savings. Over the next week I will be running some sensitivity analysis to determine where the interest rates would need to be for breakeven and for annual savings sufficient to support a refunding. We will continue to keep you posted on the market and the refunding economics. Please provide this update to the Board at their next meeting. Should you have any questions please feel free to contact me. I'm also ready to call into the Board Meeting should you need me.

Best Regards,

Rhonda Mossing

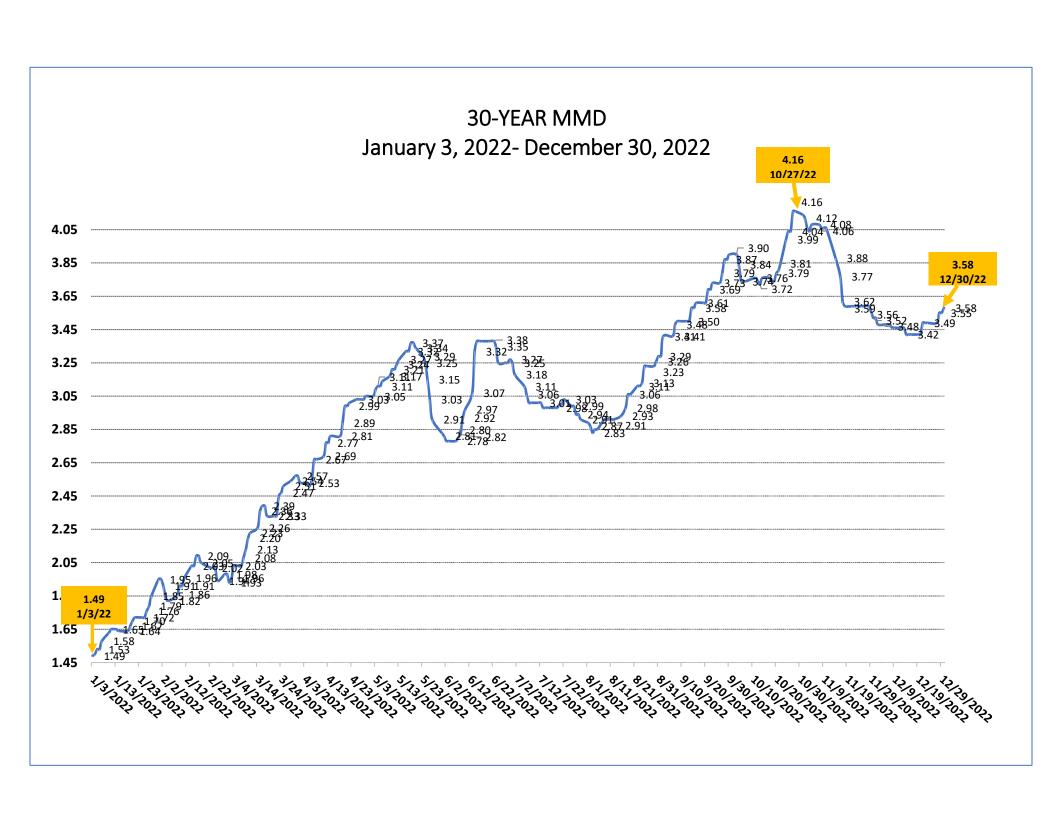


MBS Capital Markets, LLC Managing Partner 1005 Bradford Way Kingston, TN 37763

P: (865) 717-0303 F: (865) 717-0505 C: (865) 603-5097

E: <u>rhonda.mossing@mbscapitalmarkets.com</u>

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SECTION VI

SECTION C

SECTION 1

Narcoossee Community Development District

Summary of Check Register

November 1, 2022 through November 30, 2022

Fund	Date	Check No.'s	Amount
General Fund			
	11/8/22	2128-2130	\$ 3,699.16
	11/23/22	2131-2134	\$ 7,253.16
		Total Amount	\$ 10,952.32

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 1/17/23 PAGE 1
*** CHECK DATES 11/01/2022 - 11/30/2022 *** NARCOOSSEE-GENERAL FUND

*** CHECK DATES	11/01/20	22 - 11/30/2022 *** I	NARCOOSSEE-GENE BANK A NARCOOSS	RAL FUND EE-GENERAL			
CHECK VEND# DATE	DATE	OICEEXPENSED TO INVOICE YRMO DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT #
11/08/22 00022	10/14/22	206509 202210 330-53800- POND MAINT LV OCT 22	-46300		*	401.94	
		206509 202210 350-53800-	-46300		*	143.06	
	10/14/22	206510 202210 320-53800-			*	379.00	
	10/14/22	206511 202210 340-53800- POND MAINT NP OCT 22			*	382.00	
			APPLIED AQUA	TIC MANAGEMENT, INC.			1,306.00 002128
11/08/22 00069	10/31/22	INV14141 202210 320-53800- IRRIGATION REPAIR-OCT 22	-46400		*	395.33	
			DOWN TO EART	TH LAWNCARE II, INC			395.33 002129
11/08/22 00043	10/01/22	427 202210 320-53800- FIELD MANAGEMENT - OCT 22	-12000		*	375.28	
		427 202210 330-53800- FIELD MANAGEMENT - OCT 22	-12000		*	960.82	
		427 202210 340-53800- FIELD MANAGEMENT - OCT 22	-12000		*	414.30	
	10/01/22	427 202210 350-53800- FIELD MANAGEMENT - OCT 23	-12000			247.43	
			GOVERNMENTAL	MANAGEMENT SERVICES			1,997.83 002130
11/23/22 00022	11/11/22	207091 202211 320-53800- POND MAINT NC NOV 22	-46300		*	379.00	
			APPLIED AQUA	TIC MANAGEMENT, INC.			379.00 002131
11/23/22 00089	10/31/22	00050159 202210 310-51300-	-48000		*	282.61	
			CA FLORIDA H	OLDINGS, LLC			282.61 002132
11/23/22 00043	11/01/22	428 202211 310-51300- MANAGEMENT FEES - NOV 22	-34000		*	4,110.00	
		428 202211 310-51300- WEBSITE MANAGEMENT-NOV 22	-35200 2		*	100.00	
		428 202211 310-51300- INFORMATION TECH - NOV 22	-35100		*	125.00	
	11/01/22	428 202211 310-51300- DISSEMINATION SVCS-NOV 22	-31300		*	104.17	
	11/01/22	428 202211 310-51300- OFFICE SUPPLIES	-51000		*	.18	
	11/01/22	428 202211 310-51300- POSTAGE	-42000		*	3.42	
	11/01/22	428 202211 310-51300- COPIES	-42500		*	.45	

NARC -NARCOOSSEE - KCOSTA

*** CHECK DATES 11/01/2022 - 11/30/2022 *** NARCOO	NTS PAYABLE PREPAID/COMPUTER CHECK REGISTER SSEE-GENERAL FUND NARCOOSSEE-GENERAL	RUN 1/17/23	PAGE 2
CHECK VEND#INVOICE EXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# SUB	VENDOR NAME STATUS SUBCLASS	AMOUNT	CHECK AMOUNT #
11/01/22 429 202211 320-53800-12000	*	375.28	
FIELD MANAGEMENT - NOV 22 11/01/22 429 202211 330-53800-12000	*	960.82	
FIELD MANAGEMENT - NOV 22 11/01/22 429 202211 340-53800-12000	*	414.30	
FIELD MANAGEMENT - NOV 22 11/01/22 429 202211 350-53800-12000	*	247.43	
FIELD MANAGEMENT - NOV 22 GOV	ERNMENTAL MANAGEMENT SERVICES		6,441.05 002133
11/23/22 00087 11/10/22 4758 202210 310-51300-31500	*	150.50	
GEN.COUNSEL/MTHLY MEETING KE	LAW GROUP, PLLC		150.50 002134
	TOTAL FOR BANK A	10 052 32	
	TOTAL FOR BANK A	10,952.32	
	TOTAL FOR REGISTER	10,952.32	

SECTION 2

Community Development District

Unaudited Financial Reporting

November 30, 2022



Table of Contents

1	Balance Sheet
2-3	General Fund
4	Debt Service Fund Series 2013 A-1 & A-2
5	Capital Reserves Fund - Nona Crest
6	Capital Reserves Fund - La Vina
7	Capital Reserves Fund - Nona Preserve
8	Capital Reserves Fund - Parcels G&H
9-10	Month to Month
11	Long Term Debt
12	Assessment Receipt Schedule

Community Development District

Combined Balance Sheet

November 30, 2022

		General Fund	De	ebt Service Fund	Сар	Capital Reserve Funds		Totals nmental Funds
		rana		Tana		Tanas	dover	intental Fanas
Assets:								
Cash:	¢	205.041	ф		¢		¢	205.041
Operating Account	\$	205,041	\$	-	\$	-	\$	205,041
Capital Reserve Nona Preserve	\$	-	\$	-	\$	43,168	\$	43,168
Capital Reserve Parcels G&H	\$ \$	-	\$ \$	-	\$ \$	82,567 88,251	\$ \$	82,567 88,251
Capital Reserve Nona Crest Capital Reserve La Vina	\$ \$	-	\$ \$	-	\$ \$,	\$ \$,
Investments:	\$	-	\$	-	\$	56,550	\$	56,550
· ·	¢.	27.442	ф		ф		ф	27.442
Custody - Excess Funds	\$	27,443	\$	-	\$	-	\$	27,443
Series 2013 A-1/A-2	ф		ф	404004	ф		ф	104001
Reserve A-1	\$	-	\$	104,321	\$	-	\$	104,321
Prepayment A-1	\$	-	\$	696	\$	-	\$	696
Reserve A-2	\$	-	\$	51,289	\$	-	\$	51,289
Revenue	\$	-	\$	177,968	\$	-	\$	177,968
Excess Revenue	\$	-	\$	0	\$	-	\$	0
Due from General Fund	\$	-	\$	60,102	\$	-	\$	60,102
Total Assets	\$	232,484	\$	394,377	\$	270,535	\$	897,396
Liabilities:								
Accounts Payable	\$	18,849	\$	-	\$	-	\$	18,849
Due to Debt Service	\$	60,102	\$	-	\$	-	\$	60,102
Total Liabilites	\$	78,951	\$	-	\$	-	\$	78,951
Fund Balance:								
Assigned for:								
Capital Reserves - Nona Preserve	\$	-	\$	-	\$	43,168	\$	43,168
Capital Reserves - Parcels G&H	\$	-	\$	-	\$	82,567	\$	82,567
Capital Reserves - Nona Crest	\$	-	\$	-	\$	88,251	\$	88,251
Capital Reserves - La Vina	\$	-	\$	-	\$	56,550	\$	56,550
Restricted for:	Ψ		Ψ		4	20,000	Ψ	30,330
Debt Service Series 2013 A-1 & A-2	\$	_	\$	394,377	\$	_	\$	394,377
Unassigned	\$	153,533	\$	-	\$	-	\$	153,533
Total Fund Balances	\$	153,533	\$	394,377	\$	270,535	\$	818,445
	¢.		Φ	204277	φ	270 525	φ	007.206
Total Liabilities & Fund Balance	\$	232,484	\$	394,377	\$	270,535	\$	897,396

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorated Budget			Actual		
	Budget	Thru	11/30/22	Thru	11/30/22	V	ariance
Revenues:							
Maintenance Assessments	\$ 416,242	\$	78,773	\$	78,773	\$	-
Interest Income	\$ -	\$	-	\$	116	\$	116
Total Revenues	\$ 416,242	\$	78,773	\$	78,889	\$	116
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 6,000	\$	1,000	\$	1,000	\$	-
FICA Expense	\$ 459	\$	77	\$	77	\$	-
Engineering Fees	\$ 7,800	\$	1,300	\$	-	\$	1,300
Assessment Roll	\$ 5,000	\$	5,000	\$	5,000	\$	-
Attorney	\$ 12,000	\$	2,000	\$	332	\$	1,668
Annual Audit	\$ 2,995	\$	-	\$	-	\$	-
Dissemination Agent	\$ 1,250	\$	208	\$	208	\$	(0)
Arbitrage	\$ 600	\$	-	\$	-	\$	-
Trustee Fees	\$ 3,000	\$	-	\$	-	\$	-
Management Fees	\$ 49,320	\$	8,220	\$	8,220	\$	(0)
Information Technology	\$ 1,500	\$	250	\$	250	\$	-
Website Maintenance	\$ 1,200	\$	200	\$	200	\$	-
Telephone	\$ 25	\$	4	\$	-	\$	4
Postage	\$ 450	\$	75	\$	60	\$	15
Insurance	\$ 28,049	\$	28,049	\$	25,517	\$	2,532
Printing & Binding	\$ 200	\$	33	\$	3	\$	31
Legal Advertising	\$ 1,900	\$	317	\$	283	\$	34
Other Current Charges	\$ 2,000	\$	333	\$	285	\$	49
Property Appraiser	\$ 780	\$	-	\$		\$	-
Office Supplies	\$ 50	\$	8	\$	0	\$	8
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Contingency	\$ 274	\$	46	\$	-	\$	46
Subtotal General & Administrative	\$ 125,027	\$	47,295	\$	41,609	\$	5,686
Operations & Maintenance:							
Nona Crest							
Field Management	\$ 4,503	\$	751	\$	751	\$	0
Landscape Maintenance	\$ 41,705	\$	6,951	\$	3,441	\$	3,510
Irrigation Repairs	\$ 5,000	\$	833	\$	395	\$	438
Lake Maintenance	\$ 4,385	\$	731	\$	758	\$	(27)
Wall Repairs/Cleaning	\$ 2,500	\$	417	\$	465	\$	(48)
Feature Lighting	\$ 1,000	\$	167	\$	-	\$	167
Miscellaneous Common Area	\$ 5,000	\$	833	\$	-	\$	833
Subtotal Nona Crest	\$ 64,093	\$	10,682	\$	5,810	\$	4,873

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual			
		Budget	Thru 11/30/22		Thru 11/30/22			Variance
La Vina	_				_		_	
Field Management	\$	11,530	\$	1,922	\$	1,922	\$	0
Landscape Maintenance	\$	72,229	\$	12,038	\$	6,033	\$	6,005
Irrigation Repairs	\$	10,500	\$	1,750	\$	-	\$	1,750
Lake Maintenance	\$	4,788	\$	798	\$	804	\$	(6)
Utilities	\$	7,150	\$	1,192	\$	864	\$	328
Wall Repairs/Cleaning	\$	3,000	\$	500	\$	-	\$	500
Solvino Streetlighting	\$	3,036	\$	506	\$	445	\$	61
Capri Streetlighting	\$	4,318	\$	720	\$	654	\$	65
Miscellaneous Common Area	\$	5,000	\$	833	\$	1,170	\$	(337)
Subtotal La Vina	\$	121,551	\$	20,258	\$	11,892	\$	8,366
Nona Preserve								
Field Management	\$	4,972	\$	829	\$	829	\$	0
Landscape Maintenance	\$	60,358	\$	10,060	\$	4,949	\$	5,111
Irrigation Repairs	\$	4,500	\$	750	\$	-	\$	750
Lake Maintenance	\$	4,410	\$	735	\$	764	\$	(29)
Miscellaneous Common Area	\$	1,000	\$	167	\$	-	\$	167
Subtotal Nona Preserve	\$	75,240	\$	12,540	\$	6,542	\$	5,998
Parcels G & H								
Field Management	\$	2,969	\$	495	\$	495	\$	0
Landscape Maintenance	\$	25,709	\$	4,285	\$	2,148	\$	2,137
Lake Maintenance	\$	1,654	\$	276	\$	286	\$	(10)
Subtotal Parcels G & H	\$	30,332	\$	5,055	\$	2,929	\$	2,127
Total Expenditures	\$	416,242	\$	95,831	\$	68,781	\$	27,050
Excess (Deficiency) of Revenues over Expenditures	\$				\$	10.100		
Excess (Denciency) of Revenues over Expenditures	Ф	-			Þ	10,108		
Other Financing Sources/(Uses):								
Capital Reserve Transfer Out	\$	(29,695)	\$	-	\$	-	\$	-
Total Other Financing Sources/(Uses)	\$	(29,695)	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	(29,695)			\$	10,108		
Fund Balance - Beginning	\$	29,695			\$	143,424		
Fund Balance - Ending	\$	(0)			\$	153,533		
runu Dalance - Ellullig	φ	(0)			φ	100,000		

Community Development District

Debt Service Fund Series 2013

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	Prorated Budget		Actual		
		Budget	Thru	Thru 11/30/22		u 11/30/22	Variance	
Revenues:								
Assessments - Tax Roll	\$	317,131	\$	60,102	\$	60,102	\$	-
Interest	\$	-	\$	-	\$	1,487	\$	1,487
Total Revenues	\$	317,131	\$	60,102	\$	61,590	\$	1,487
Expenditures:								
<u>Series 2013 A-1</u>								
Interest - 11/1	\$	36,871	\$	36,871	\$	36,871	\$	-
Principal - 5/1	\$	135,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	36,871	\$	-	\$	-	\$	-
<u>Series 2013 A-2</u>								
Interest - 11/1	\$	23,063	\$	23,063	\$	23,063	\$	-
Principal - 5/1	\$	55,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	23,063	\$	-	\$	-	\$	-
Total Expenditures	\$	309,868	\$	59,934	\$	59,934	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	7,263			\$	1,656		
Fund Balance - Beginning	\$	226,450			\$	392,721		
Fund Balance - Ending	\$	233,713			\$	394,377		
rund Balance - Ending	\$	233,/13			\$	394,3//		

Community Development District

Capital Reserve Fund - Nona Crest

Statement of Revenues, Expenditures, and Changes in Fund Balance

	A	dopted	Prorate	ed Budget		Actual		
		Budget	Thru 1	1/30/22	Thru	11/30/22	Va	riance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	1	\$	1
Expenditures:								
Capital Projects	\$	2,500	\$	-	\$	-	\$	-
Contingency	\$	500	\$	83	\$	76	\$	7
Total Expenditures	\$	3,000	\$	83	\$	76	\$	7
Excess (Deficiency) of Revenues over Expenditures	\$	(3,000)			\$	(75)		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	7,440	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	7,440	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	4,440			\$	(75)		
Fund Balance - Beginning	\$	88,326			\$	88,326		
Fund Balance - Ending	\$	92,767			\$	88,251		

Community Development District

Capital Reserve Fund - La Vina

Statement of Revenues, Expenditures, and Changes in Fund Balance

	,	Adopted	Prora	ated Budget		Actual		
		Budget	Thru	11/30/22	Thr	u 11/30/22	V	ariance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	1	\$	1
Expenditures:								
Repairs and Maintenance	\$	32,000	\$	13,650	\$	13,650	\$	-
Contingency	\$	2,500	\$	417	\$	76	\$	341
Total Expenditures	\$	34,500	\$	14,067	\$	13,726	\$	341
Excess (Deficiency) of Revenues over Expenditures	\$	(34,500)			\$	(13,725)		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	15,211	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	15,211	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	(19,289)			\$	(13,725)		
Fund Balance - Beginning	\$	38,275			\$	70,274		
Fund Balance - Ending	\$	18,986			\$	56,550		

Community Development District

Capital Reserve Fund - Nona Preserve

Statement of Revenues, Expenditures, and Changes in Fund Balance

	A	dopted	Prorate	ed Budget		Actual		
		Budget	Thru 1	1/30/22	Thru	11/30/22	Vai	riance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	1	\$	1
Expenditures:								
Capital Projects	\$	2,500	\$	-	\$	-	\$	-
Contingency	\$	500	\$	83	\$	76	\$	7
Total Expenditures	\$	3,000	\$	83	\$	76	\$	7
Excess (Deficiency) of Revenues over Expenditures	\$	(3,000)			\$	(75)		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	7,043	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	7,043	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	4,043			\$	(75)		
Fund Balance - Beginning	\$	45,703			\$	43,243		
Fund Balance - Ending	\$	49,747			\$	43,168		

Community Development District

Capital Reserve Fund - Parcels G & H

Statement of Revenues, Expenditures, and Changes in Fund Balance

	F	dopted	Prorate	ed Budget		Actual		
		Budget	Thru 1	1/30/22	Thru	11/30/22	Va	riance
Revenues								
Interest	\$	-	\$	-	\$	1	\$	1
Total Revenues	\$	-	\$	-	\$	1	\$	1
Expenditures:								
Capital Projects	\$	2,000	\$	-	\$	-	\$	-
Contingency	\$	500	\$	83	\$	76	\$	7
Total Expenditures	\$	2,500	\$	83	\$	76	\$	7
Excess (Deficiency) of Revenues over Expenditures	\$	(2,500)			\$	(75)		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	-	\$	-
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	-	\$	-
Net Change in Fund Balance	\$	(2,500)			\$	(75)		
Fund Balance - Beginning	\$	79,649			\$	82,641		
Fund Balance - Ending	\$	77,149			\$	82,567		

Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:														
Maintenance Assessments	\$	- \$	78,773 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	78,773
Interest Income	\$	51 \$	66 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	116
Total Revenues	\$	51 \$	78,839 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	78,889
Expenditures:														
General & Administrative:														
Supervisor Fees	\$	1,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,000
FICA Expense	\$	77 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	77
Engineering Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Assessment Roll	\$	5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Attorney	\$	151 \$	182 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	332
Annual Audit	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	_
Dissemination Agent	\$	104 \$	104 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	208
Arbitrage	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Trustee Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Management Fees	\$	4,110 \$	4,110 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,220
Information Technology	\$	125 \$	125 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	250
Website Maintenance	\$	100 \$	100 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	200
Telephone	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	200
	\$	- \$ 56 \$	3 \$			•					•			60
Postage	\$			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ - \$	- \$	
Insurance	•	25,517 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$		- \$	25,517
Printing & Binding	\$	2 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3
Legal Advertising	\$	283 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	283
Other Current Charges	\$	137 \$	147 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	285
Property Appraiser	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Office Supplies	\$	0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	0
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Contingency	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal General & Administrative	\$	36,837 \$	4,772 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	41,609
Operations & Maintenance														
Nona Crest														
Field Management	\$	375 \$	375 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	751
Landscape Maintenance	\$	1,720 \$	1,720 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,441
Irrigation Repairs	\$	395 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	395
Lake Maintenance	\$	379 \$	379 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	758
Wall Repairs/Cleaning	\$	465 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	465
Feature Lighting	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Miscellaneous Common Area	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Nona Crest	\$	3,335 \$	2,475 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,810

Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept To	otal
La Vina														
Field Management	\$	961 \$	961 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,922
Landscape Maintenance	\$	3,017 \$	3,017 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,033
Irrigation Repairs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Lake Maintenance	\$	402 \$	402 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	804
Utilities	\$	437 \$	427 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	864
Wall Repairs/Cleaning	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Solvino Streetlighting	\$	230 \$	215 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	445
Capri Streetlighting	\$	327 \$	327 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	654
Miscellaneous Common Area	\$	- \$	1,170 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,170
Subtotal La Vina	\$	5,373 \$	6,519 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	11,892
Nona Preserve														
Field Management	\$	414 \$	414 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	829
Landscape Maintenance	\$	2,475 \$	2,475 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,949
Irrigation Repairs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Lake Maintenance	\$	382 \$	382 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	764
Miscellaneous Common Area	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Nona Preserve	\$	3,271 \$	3,271 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,542
Parcels G & H														
Field Management	\$	247 \$	247 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	495
Landscape Maintenance	\$	1,074 \$	1,074 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,148
Lake Maintenance	\$	143 \$	143 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	286
Subtotal Parcels G & H	\$	1,464 \$	1,464 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,929
Total Expenditures	S	50,280 \$	18,501 \$	- \$	- \$	- S	- \$	- \$	- \$	- \$	- \$	- \$	- \$	68,781
Total Experiutures	Ψ	30,200 \$	10,301 \$	- 4	- 49	- -	- 4	- 4		- .	<u>- ф</u>	- 4	- 5	00,701
Excess Revenues (Expenditures)	\$	(50,230) \$	60,338 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10,108
Other Financing Sources/Uses:														
Capital Reserve Transfer Out	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Total Other Financing Sources/Uses	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Net Change in Fund Balance	S	(50,230) \$	60,338 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10,108
and budnet		(30,200)	30,000	Ψ	Ψ .				•	Ψ				_3,203

Community Development District LONG TERM DEBT REPORT

SERIES 2013A-1, SPECIAL ASSESSMENT REFUNDING BONDS								
MATURITY DATE:	5/1/2033							
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE							
RESERVE FUND REQUIREMENT	\$104,321							
RESERVE FUND BALANCE	\$104,321							
BONDS OUTSTANDING - 9/30/13	\$2,885,000							
LESS: PRINCIPAL PAYMENT 5/1/14	(\$110,000)							
LESS: PRINCIPAL PAYMENT 5/1/15	(\$110,000)							
LESS: PRINCIPAL PAYMENT 5/1/16	(\$110,000)							
LESS: PRINCIPAL PAYMENT 5/1/17	(\$115,000)							
LESS: PRINCIPAL PAYMENT 5/1/18	(\$115,000)							
LESS: PRINCIPAL PAYMENT 5/1/19	(\$120,000)							
LESS: PRINCIPAL PAYMENT 5/1/20	(\$125,000)							
LESS: PRINCIPAL PAYMENT 5/1/21	(\$125,000)							
LESS: PRINCIPAL PAYMENT 5/1/22	(\$130,000)							
CURRENT BONDS OUTSTANDING	\$1,825,000							

SERIES 2013A-2, SPECIAL ASSESSMENT REFUNDING BONDS								
MATURITY DATE:	5/1/2033							
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE							
RESERVE FUND REQUIREMENT	\$51,289							
RESERVE FUND BALANCE	\$51,289							
BONDS OUTSTANDING - 9/30/13	\$1,295,000							
LESS: PRINCIPAL PAYMENT 11/1/13	(\$70,000)							
LESS: PRINCIPAL PAYMENT 5/1/14	(\$35,000)							
LESS: PRINCIPAL PAYMENT 5/1/15	(\$35,000)							
LESS: PRINCIPAL PAYMENT 5/1/15	(\$10,000)							
LESS: PRINCIPAL PAYMENT 5/1/16	(\$40,000)							
LESS: PRINCIPAL PAYMENT 5/1/17	(\$40,000)							
LESS: PRINCIPAL PAYMENT 5/1/18	(\$45,000)							
LESS: PRINCIPAL PAYMENT 5/1/19	(\$45,000)							
LESS: PRINCIPAL PAYMENT 5/1/20	(\$50,000)							
LESS: PRINCIPAL PAYMENT 5/1/21	(\$50,000)							
LESS: PRINCIPAL PAYMENT 5/1/22	(\$55,000)							
CURRENT BONDS OUTSTANDING	\$820,000							

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts Fiscal Year 2023

Gross Assessments \$ 442,810.91 \$ 337,855.13 \$ 780,666.04
Net Assessments \$ 416,242.25 \$ 317,583.82 \$ 733,826.08

ON ROLL ASSESSMENTS

							56.72%	43.28%	100.00%
Date	Distribution	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Series 2013 Debt Service	Total
11/3/22	#1	\$1,583.26	\$0.00	(\$81.23)	\$0.00	\$1,502.03	\$851.98	\$650.05	\$1,502.03
11/16/22	#2	\$8,037.31	\$0.00	(\$321.48)	\$0.00	\$7,715.83	\$4,376.59	\$3,339.24	\$7,715.83
11/23/22	#3	\$135,059.50	\$0.00	(\$5,402.40)	\$0.00	\$129,657.10	\$73,544.35	\$56,112.75	\$129,657.10
	TOTAL	\$ 144,680.07	-	\$ (5,805.11) \$	-	\$ 138,874.96	\$ 78,772.92	\$ 60,102.04	\$ 138,874.96

	19%	Net Percent Collected
\$	594,951.12	Balance Remaining to Collect