

*Reunion West Community  
Development District*

*Agenda*

*January 9, 2020*

# AGENDA

# *Reunion West*

## *Community Development District*

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Phone: 407-841-5524 – Fax: 407-839-1526

January 2, 2020

Board of Supervisors  
Reunion West Community  
Development District

Dear Board Members:

The special meeting of the Board of Supervisors of the Reunion West Community Development District will be held **Thursday, January 9, 2020 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of the Minutes of the December 12, 2019 Meeting
4. Review of RFP for Landscape Maintenance Services and Authorization to Issue
5. Ratification of Series 2019 Requisition #4
6. Consideration of Series 2019 Requisition #5
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Action Items List
    - ii. Approval of Check Register
    - iii. Balance Sheet and Income Statement
    - iv. Status of Direct Bill Assessments
8. Other Business
9. Supervisor's Requests
10. Next Meeting Date
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the December 12, 2019 meeting. The minutes are enclosed for your review.

The fourth order of business is the review of the RFP for landscape maintenance services and authorization to issue. A draft copy of the RFP is enclosed for your review.

The fifth order of business is the ratification of the Series 2019 requisition #4. A copy of the requisition and supporting documentation is enclosed for your review.

The sixth order of business is the consideration of the Series 2019 requisition #5. A copy of the requisition and supporting invoice is enclosed for your review.

The seventh order of business is Staff Reports. Section 1 of the District Manager's Report is the presentation and discussion of the action items list. A copy of the list is enclosed for your review. Section 2 includes the check register for approval and Section 3 includes the balance sheet and income statement for review. Section 4 is the discussion of the status of the direct bill assessment collections. A table with the direct bill information is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. Flint", with a stylized flourish at the end.

George S. Flint  
District Manager

Cc: Jan Carpenter, District Counsel  
Steve Boyd, District Engineer

Enclosures

# MINUTES

MINUTES OF MEETING  
REUNION WEST  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Reunion West Community Development District was held on Thursday, December 12, 2019 at 12:30 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum were:

John Chiste	Chairman by phone
Mark Greenstein	Vice-Chairman
Debbie Musser	Assistant Secretary
Michael Mancke	Assistant Secretary by phone
David Burman	Assistant Secretary

Also present were:

George Flint	District Manager
Andrew d'Adesky	District Counsel
Steve Boyd	District Engineer by phone
Xabier Guerricogoitia	Boyd Civil Engineering
Alan Scheerer	Field Manager
Residents	

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order at 12:30 p.m. and called the roll. Three Board members were present, and two attended via phone, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Flint: This is an opportunity for any members of the public to provide comment to the Board on anything on the agenda, or not on the agenda, you'd like to bring to the Board's attention. Any public comment? Hearing none,

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the October 10, 2019 Meeting**

Mr. Flint: Did the Board have any comments or corrections to those?

On MOTION by Mr. Greenstein seconded by Ms. Musser with all in favor the Minutes of the October 10, 2019 Meeting Minutes were approved, as presented.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-01  
Approving the Execution of the Reunion  
Fairways 17 & 18 Phase 3 Plat**

Mr. d’Adesky: This is our standard form. We reviewed the plats and we have no legal objections to the them. The Engineer had sent them and they did not provide any objection, therefore we recommended the approval. This is a requirement. Also, it requires a dedication resolution before they will approve the plat. So, we would recommend approving.

On MOTION by Mr. Chiste, seconded by Mr. Greenstein, with all in favor, the Resolution 2020-01 Approving the Execution of the Reunion Fairways 17 & 18 Phase 3 Plat, was approved.

**FIFTH ORDER OF BUSINESS**

**Discussion of Sidewalks**

Mr. Flint: This is an item that was added to both the Reunion West and Reunion East agenda. And it primarily relates to the issue that I think both Boards have discussed. The issue is of the lots that have no sidewalks in front of them. You have a developed lot with a home, then you may have one lot, or two lots without anything with no sidewalk. Then the sidewalk starts again. And I understand this issue was brought up at the Homeowners Association meeting. Mark, you want to handle that?

Mr. Greenstein: As you pointed out, I think the problem is on two previous occasions, maybe one on the West, but at least two on the East. We have discussed the issue of the resort within both CDDs. Throughout the resort where there are vacant lots, we don’t have continuous sidewalks. People, residents, guests, have indicated that it’s a safety issue when they’re walking with a toddler, with a stroller, or a bicycle, etc. and they have to basically go into the street to continue their journey on, and then get back on the sidewalk. So just for your information, there are a little under 200 vacant lots on the East side, and 250 vacant lots on the West side. I don’t think there’s any argument, I think everyone agrees that it has the safety aspect to it. I think it goes beyond convenience or inconvenience. But at the same time, it’s a challenge for us because the sidewalk is usually constructed, it is constructed when the property is being improved or when the home is being built. These areas are not level in all cases. The vacant lots are not prepped or

leveled to the point where a home would be built on it. It's rough. So, there's work involved in that.

Mr. Chiste: Unfortunately, during construction if you put in sidewalks, it's going to have to be destroyed. That's the only problem.

Mr. Greenstein: The costs of the installation is born by the developer of the property. So, when the home is built they level it, they put in the sidewalk. Right now, I think a ballpark figure to do it would probably be around a million dollars, or starting at a million. I want us to seriously consider it. I did not want to dismiss it at the HOA meeting. Maybe we consider doing half, one side of the street, cutting the potential costs in half by people having one side. I had to bring it up, I wanted us to discuss it. They will be bringing it up at the East meeting as well. There's no formal proposal at this point. But I need to get it on the record and John you are bringing out the critical factor which is the fact that it's probably going to be destroyed when home construction occurs.

Ms. Musser: Yes, it will be.

Mr. Chiste: Mark, you kind of made an interesting point. There are certain areas now people only build sidewalks on one side of the units. A lot of new communities will only have sidewalks on one side. So, there is a sidewalk in the entire community, but it's not on both sides of the street.

Mr. Greenstein: That was the only practical way that I came up with.

Mr. Chiste: I think it's a great idea. I'd love to know what that number is.

Mr. Greenstein: And if we did an actual survey of the properties we may find where there may be a stretch whether 3 or 4 lots. On Gathering Court I know of one area where there are four lots that are continuous. Putting that in and doing that would be a lot simpler, a little more cost effective, than doing one here, and one there, and one there. If you think that doing one side of the street is something that we should at least scope that out. I think it's a benefit to the master, it's a benefit to the resort, it's a benefit to the property owner. And there are various angles that we can consider as far as financing it. Because we ultimately are responsible for maintaining it.

Mr. d'Adesky: And I'm going to bring up just a factor that you may or may not have thought about. Once again, when we construct an improvement, we have a duty to maintain and operate that improvement. So, once we go and construct a sidewalk, we have a duty to maintain set sidewalk. Now, that being said if we knew that construction was commencing on a particular sidewalk maybe we could block that off and physically coordinate that, but we would have to actively manage from the beginning of construction from every lot and be notified that every



single lot can stop that. Otherwise we would have extreme liability from trip hazards, slip and fall as though sidewalks are destroyed by trucks and as a deflection increases on those sidewalks and there's cracks and other things that are obvious trip hazards. The CDD engages in a duty, where right now, we have no duty to improve. It's unimproved land, so we have no duty to maintain.

Mr. Boyd: Not to mention the houses that are under construction at any given time. Because we get the sidewalks completed, then the next day, if more houses start construction with the sidewalk. Now you not only have unaided ground but you have pallets and nails and all kinds of other stuff.

Mr. d'Adesky: Exactly, we would have an active duty to go out there to maintain and observe that. We are engaging in something when we know there's going to be construction. So, I just want to make sure everyone's aware of that. Not to mention if somebody was walking along that and a construction truck or something else pull up and there was some sort of incident, where someone was hit by a truck. That would also be on the CDD, because we chose to proactively put that sidewalk in, which gives people the appearance that's is safe to walk there.

Mr. Flint: Also you have to stabilize the ground on either side of the sidewalk. They would have to sod it, and there will probably not going to be any irrigation. We have another district where we were actually sued because someone stepped off the edge of the sidewalk and there was a hole there. That lawsuit went on for a couple years, and we actually, GMS got named in that lawsuit as well.

Mr. Boyd: When concrete costs 10 or 12 layer or square foot to pour, when they are on one site. When they have to be mobilized to 450 different places and make forms, it's going to be way more expensive than just 10 dollars a foot. It's going to be a lot more work involved in mobilizing crews to 500 different areas.

Mr. Greenstein: I think I'm moving against the tide here, when I raise this question. Is there anything that can reasonably be done to improve the area or stabilize the area, make it habitable for someone to continue their journey on that side of the street, where it happens to be a vacant lot there, short of concrete?

Mr. Scheerer: You mean like an unimproved path?

Mr. Greenstein: Yeah. I'm saying maybe pebbles, like gravel? Again, because we went ahead and did that improvement, then we become liable for anybody who falls on that improvement.

Mr. d'Adesky: And I haven't thought about that from an access standpoint. We are installing that does that mean ADA issues? I haven't thought about it too much, but, I can imagine a creative lawyer would throw ADA in there. Is an unimproved mulch path ADA accessible? \

Mr. Greenstein: I think we did a good job of discussing the issue. Again, there are no easy answers. We will have another discussion on this when we have the East meeting, and we'll see where that brings us. But I did want to raise it because of the fact the community is concerned about it. Now we can explain the bigger picture and overtime the problems are getting smaller and smaller, and we haven't had any lawsuits. So, we are okay. Thank you.

Mr. Flint: Alright. Next item.

**SIXTH ORDER OF BUSINESS**

**Discussion of Potential Recreation/Dog Park in Heritage Preserve**

Mr. Sheerer: Yeah, in the agenda you will see the park, and I also took pictures. And I know this is something that Mr. Greenstein had brought up for consideration and discussion about the possible use for that parcel.

Mr. Flint: So, it would be R1 on this map?

Mr. Sheerer: R1 on the map.

Mr. Greenstein: One of the things I was going to ask you today Alan on this subject is, in a previous on a road trip around the west side and looking at some of the water retention ponds, I discovered for the first time that we have a retention pond area behind the houses on Windstone Way, right?

Mr. Scheerer: There is a retention pond the District maintains off of Windstone.

Mr. Greenstein: Would it be possible in that area back there, to have a trail of any kind, or is it set up the way it is that it's more management, and we couldn't have any kind of walking trail or anything around it or behind it or connecting into this property.

Mr. Sheerer: I think one of the things we would have to check if there's any property behind the homes that are designated CDD that could be created from that R1 recreation tract back to the pond off of Grand Traverse and Windstone .

Mr. Flint: There's that one separate track.

Mr. Sheerer: I just don't know if it goes all the way around the back.

Mr. Greenstein: I spoke with a number of residents that indicated that was something they would like to see from a recreational standpoint, a walking trail tied to this area.

Mr. Sheerer: Yeah, that's what I didn't know behind Windstone and heading towards this park if there was an easement.

Mr. Greenstein: We can look it up. It's nothing requiring immediate action.

Mr. d'Adesky: So those are probably still some undeveloped lots. If they were developed you would want to try to reference those homeowners and see how they feel about it. Often times a survey will say generally a trail, but you start to put in somebody's back yard and they start complaining about it.

Mr. Greenstein: Well what is the designation on the map it says 0-1.

Ms. Musser: Yeah, 0-1 right there.

Mr. Greenstein: What is the significance of that 0-1? Because that would be the areas.

Mr. Flint: It's just a plat designation, it doesn't actually mean we have a use for that given use.

Mr. Greenstein: Because that would be the path that we would have to take to get back there. So at this point, I'm just looking for some consensus that we would like to have some amenity that would be managed by the CDD on R1, and whether it's purely a recreational park type of thing, whether it has a dog park component similar to what was done on the east side. Because the latest concept is to have a walking trail.

Mr. Flint: Mark, if you want to gage whether the Board is interested, then we can do more research and bring it back.

Mr. Greenstein: Exactly

Mr. Flint: If the Board is opposed, then we won't do anything, but if there's a desire to look into in then we can do that. We can bring back.

Mr. Burman: I would support that. It's an ugly parcel. I would just be cautious about routing any trail behind people's homes. They are not going to like that.

Mr. Sheerer: We can definitely look at it. I will get with Mark and take a look at it.

Mr. Greenstein: You've been opening my eyes to all kinds of property that we have in the back there. It's funny, a resident suggested it. I don't know if they've actually gone back there or just physically made their way around. But they seem to like the idea of a walking trail.

Mr. Sheerer: I think the first step is to explore what you do with the tract, and then you work on the trail.

Mr. Greenstein: I agree. So, would we like to. Look into R-1? Are you good with that John?

Mr. Chiste: Yes.

Mr. Greenstein: So, we will do further study on this. No one is anti-recreation or anti-dog park.

Mr. Chiste: No, we like dog parks.

Mr. Flint: Alright. Next item.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Proposal from SunScape Consulting to Provide Landscape Management Services**

Mr. Flint: Subsequent to bidding out landscaping services, the joint process that we did with the resort and the Master Association. We also came to an agreement with Sunscape Consulting to provide the landscape consulting services, and that agreement has actually expired. They have provided a proposed agreement to extend those services, it's the same monthly charges they had previously. I did a handout and a slightly revised version of it, because back when the Board entered into this in 2016, I had asked that he adjust the threshold values when the additional percentage payments would kicked in. So, he has increased those to \$10,000. I think the prior version had \$8,000.

Mr. Greenstein: I think \$5,000.

Mr. Scheerer: Yes, \$5,000.

Ms. Musser: And number two says two years in the old version, and the new version says three years.

Mr. Flint: Yes, to do the re-bid.

Mr. Greenstein: Alan, I don't want to put you on the spot because we haven't had a discussion about this in advance, but how would you describe the significance of the contribution being made there for the cost?

Mr. Scheerer: Based on the elements that he manages on the West side, I'd say that I think at this point they are minimal. The only improved area is that we have is the guard house. Pretty much everything else out there is unirrigated, or partially irrigated bahia.

Mr. Flint: Keep in mind this is a shared expense just like the landscape contract.

Mr. Greenstein: Yes, I was going to point that out.

Mr. Flint: This costs would be allocated to both Districts based on the platted lots.

Mr. Scheerer: There is way more work on the East than performed on the West.

Mr. d'Adesky: You could always make it subject to approval based on what East does or you could table it.

Mr. Burman: Or figure out a fair cost share between East and West.

Mr. d'Adesky: Yeah, that's another option.

Mr. Burman: There's 2 acres on the West and like 150 acres on the East.

Mr. Flint: All of the amenities are in the East also, but those costs are being shared because of the Reciprocal Use Agreements. So, I would hate to start having different allocations for different things because we are kind of treating it as a system of improvements rather than trying to allocate specific ones to each District.

Mr. Greenstein: I'm sitting on both Boards, but I'm looking at this as one thing. That's why I was asking you Alan, as to how significant is this? It's not a budget crisis by any means, but at the same time from a good government standpoint, should we be spending \$40,000 a year or more for Mr. Yahn's services.

Mr. Flint: Another approach you could take is to extend it on a month to month. The agreement is going to have a 30 day termination no matter what.

Mr. Greenstein: Exactly. So, we are going to have it there anyway.

Mr. Flint: I think we are going to be talking about landscaping issues, and maybe you would want to extend it on a month to month just to see how that's all going to shake out. Because you also provide services to the Master Association and with the association and resort changing landscaping contractors, I don't know where his services are going to fall with those entities. I know he's still under contract with them, but there are some moving parts here. We operated for many years without the services, it's not like we don't know how to manage it. There was some benefit when we were all bidding together having the services. He does provide value. So, you just have to weigh the costs benefit of that.

Mr. Greenstein: Again, based on the status of things right now, even though we do have the 30 day kick out, I don't want to give the impression that we are going into an agreement for a 3 year period. What do you think David? You are probably in the best position.

Mr. Burman: I'm in the worst position. In general I do like the idea of professional oversight over contractors who have every incentive in the world to cut corners when they need to. It doesn't matter who the vendor is, it's just the way it is. But at the same time, I'm not sure we face that in the CDD arena. We are just facing some improvements here and there. We are not talking about every single person's home. So, it's a little bit different.

Mr. Greenstein: There are a number of different things in this arena. The subject of landscaping will be taking place over the next few months.

Mr. Chiste: Mark, can I give a suggestion?

Mr. Greenstein: Please.

Mr. Chiste: I would rather pass on this right now. Let's see what happens and let's see the results of us overseeing the landscaping ourselves over the next 6 to 12 months. If we see that this is something that we need to have the arbor experts involved in, because things are not working the way they should, then we can rehire. It's not like this is the only guy in town.

Mr. Greenstein: So what are you saying, John? I think you were going in the direction I was going.

Mr. Chiste: I'm saying do not extend the contract. Let our management company oversee and monitor the overall landscaping of our CDD area. If we believe that things are changing dramatically, or if it doesn't look right based on what's going on, then we can always reengage with these guys because They don't really do the work.

Mr. Greenstein: Exactly.

Mr. Chiste: They just oversee it.

Mr. Greenstein: That's why it is Sunscape Consulting.

Mr. Chiste: We just had the same issue with Margaritaville. We were paying this company around \$200,000 to oversee the management of the maintenance. I thought, do we really have to have these guys? So, we are taking the approach of let's not utilize them, see if we see a major deficiency and if for some reason we do then we can always reengage.

Mr. Greenstein: No, I don't have a problem with that. It's just the fact that again it is a shared cost item. Can we provide for a motion that?

Mr. Chiste: Maybe we can provide a motion that our suggestion.

Mr. Greenstein: Obviously, the East has to look at it.

Mr. d'Adesky: Yes, exactly. Even if you don't take action today, you can take action next month, and reengage.

Mr. Flint: If the desire is not to continue the services, then no action is necessary because there is actually no contract in effect right now.

Mr. Greenstein: That's fine. It has already terminated?

Mr. Flint: Yes, they have been providing the services, and we have been compensating them since this.

Mr. Greenstein: Thank you, John.

Mr. Chiste: You're welcome.

Mr. Flint: In the event the East wants to continue the services, is the West agreeable to funding the prorated portion? That's the potential issue if the East decides that they want to do this, the question of proration is valid.

Mr. Greenstein: I don't think that's going to happen, but we will be open to the possibility. We are in the right direction on this.

Mr. Flint: Sounds good.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. Attorney**

Mr. Flint: Do you have anything else, Andrew?

Mr. d'Adesky: No, nothing other than the ordinary.

#### **B. Engineer**

Mr. Flint: Xabier is here and he has a monthly report. You have some updates on the widening of the lanes and the kiosk?

Mr. Guerricogoitia: Yes, we do. The entry improvements which include the additional pavement at Sinclair Road gate and also the parking spaces have been submitted for permitting. We anticipate having that permit issued by the end of the year.

Mr. Flint: Are there any questions for our Engineer?

Mr. Greenstein: What do we do if we don't get the permit by the end of the year?

Mr. Guerricogoitia: We'll get it next year.

Mr. Greenstein: That's the thing, it becomes hurry up and wait. We do all the leg work and we get it in there, and it would be nice if we could somehow push it to the head of the line. Best case scenario we get the permit by the end of the year, when do you think we can actually see some progress.

Mr. Guerricogoitia: We can proceed with getting bids on the work, there's nothing that would change the plans we have currently. We are at a point where it would be prudent to go get some bids on it and have the Board evaluate the costs of those improvements.

Mr. Flint: The next step would be preparation of construction drawings to bid the project. He believes that what they've used for permitting, there's been no significant comments from the county, so they should be okay to use for bidding purposes. If that's the case my suggestion would

be that we direct the Engineer to move forward with bidding the improvements so that when we get the permit we can start construction.

Mr. Greenstein: Sounds good.

### **C. District Manager's Report**

#### **i. Action Items List**

Mr. Flint: The neighborhood monuments are complete, those will drop off the list. Two items were just brought up as well as the four way stop for Tradition. Has that been done?

Mr. Scheerer: No, that work will begin December 16<sup>th</sup>, Monday. I had a meeting scheduled this morning, a pre-meeting with Fausnight. They cancelled the meeting until tomorrow morning. The purpose of the meeting, John Cruz with security is going to be there. I want to ensure the placement of the advance warning signs, that there is a new four way stop ahead, are in place well before they go ahead and install the pole and create actual four way stop. I want to make sure security is involved. I have the drawings which I'll send an email out tomorrow to the HOA and the Resort and let those guys distribute them. Also the crosswalk up by Heritage Crossing will happen.

Ms. Musser: The stop sign warning sign will be before they go over the bridge, right?

Mr. Sheerer: Yes, it will. And I do need to get with Bear's Den. They have a sign directing you to Bear's Den just before you get to the corner. That sign needs to be removed. We can temporarily pull it out and relocate it somewhere else. It's just pointing you towards the guardhouse. But, that sign will need to come out.

Mr. Greenstein: We can take a look at that and determine the next best optimum place for that sign. Advance warning, as far as implementation of this four way stop, what were you thinking will be the advance warning? Meaning tell people 10 days, 2 weeks, a week?

Mr. Sheerer: The advance warning is just the sign stating the four way stop is ahead.

Mr. Burman: But for how long will they put it out there before the actual stop signs are there?

Mr. Greenstein: That's what I want to avoid.

Mr. Sheerer: The plan is to do it all at the same time.

Mr. Flint: One thing you can do also is you can put red flags on top of the stop signs.

Mr. Sheerer: Yes, we do have flags going in.

Mr. Greenstein: What about the flashing light?



Mr. Sheerer: The Board did not approve any flashing light, no digital message boards. The plan that was approved was in advance to get a set of signs to be installed 150 to 200 feet before you get to the actual four way stop.

Mr. Greenstein: I just think between the Resort communication and putting things on our own website, you want to give people at least a week's notice that this is what's happening. You don't want people blowing through that intersection, it can cause more problems than it's worth. I think the cross flags idea that's fine, but I think we need to communicate to folks what we are doing before we actually implement it.

Mr. Flint: It sounds like we don't want to hold up the installation, but maybe we can cover the stop signs.

Mr. Greenstein: In most cases like this that I've seen, they put the cover over the sign itself. But people can see from driving, they can see this is what's going to be happening soon.

Mr. Sheerer: The signs will be there; the flags will be there. We will just cover the stop sign a week to ten days.

Mr. Greenstein: You think a week is enough time? I just don't want people to all of a sudden approach it, not realizing that it's there. Even if it's just a few days' notice.

Mr. Sheerer: We can install it on Monday, and then expose it the following Monday and give everybody 5 days to digest it. There will be a map that goes out via email.

Mr. Flint: I think that's more than adequate.

Mr. Scheerer: So, five days and remove the covers the following Monday?

Mr. Greenstein: Sounds good.

## **ii. Approval of Check Register**

Mr. Flint: Any questions on the General Fund check register?

Mr. Greenstein: It looks like it's all routine stuff.

Mr. Flint: Hearing no questions, I would ask for a motion to approve.

On MOTION by Mr. Greenstein, seconded by Mr. Burman with all in favor, the Check Register, was approved.
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## **iii. Balance Sheet and Income Statement**

Mr. Flint: The Balance Sheet and Income Statement is through October 31<sup>st</sup>. There is no action required. Does the Board have any questions? We can discuss those if so. Hearing none,

**iv. Status of Direct Bill Assessments**

Mr. Flint: I don't think I have those in here, but I don't believe there are any changes. We don't have any issues yet, and we will continue to monitor that.

**v. Presentation of Arbitrage Rebate Calculation Reports**

Mr. Flint: We just need a motion to accept the reports.

On MOTION by Mr. Greenstein, seconded by Ms. Musser, with all in favor, the Arbitrage Rebate Calculation Reports, were approved.

**vi. Presentation of Revised Number of Registered Voters – 240**

Mr. Flint: The Supervisor of Election Center revised to change the number. They were going back to review to see if they picked up any expansions. So, as you can see we are at 240, we would have had to hit 250 for the next two seats to transition. The fact that we haven't hit 250, it's now going to be 2022 before the first two seats will transition. So, we are going to have to continue to have Landowner Elections until 2020 for all three seats.

**NINETH ORDER OF BUSINESS**

**Other Business**

Mr. Flint: Was there anything else the Board would like to discuss?

Mr. Greenstein: Just a couple of quick things, hopefully. Alan, do we have a radar speed sign that could be put in place on Grand Traverse, or do we have to buy one?

Mr. Sheerer: We have two already located on Grand Traverse, we can do what we've done before.

Mr. Greenstein: Okay, so it must be a relocate job. It's reported that people are speeding from the bridge on that stretch from Castle Pines to Tradition. That stretch is the one that people were speeding on.

Mr. Sheerer: We have two on Grand Traverse. We can relocate any of them if we want to.

Mr. Greenstein: Okay, we will look at that.

Mr. Sheerer: We can find a spot for it.

Mr. Greenstein: It's a straight run, there are no curves, people have a tendency to pick up speed on the straight. There's no houses there. So, we can probably re-locate a sign. We'll take a look at it and see. The other thing I wanted to mention is the parking and towing project that is moving forward on the East side. I'm sure everyone knows this; we've brought this up before. We proposed rulemaking for a parking and towing policy on the East side. We've designated a

number of streets that will be used to initially implement, to determine what the impacts of implementing parking on one side of the street only to allow for emergency vehicles to safely get in and out of those streets will be. There's all kinds of issues revolving around this. But we made a conscious decision to send the trial balloon up on the East side and not the West side for administrative control purposes. Just for the scope of the project, there is a lot of territory to cover. There are some residents on the West side that are concerned that the East side is going down the road and the West side is being left behind. That is not the case. I think I had a discussion with George about the formalities of what we are doing. We are having a hearing on the 19<sup>th</sup>, that had to be advertised in advance. Any proposed rulemaking that is done of an equal nature for the West side would have to also go through a hearing process. The whole idea was that, unless there was some significant modifications needed for the West side, I think the West side and the East side share a common issue, and the West side could adopt what the East side does. We will then, even on the East side, have to have another hearing even though we probably wouldn't do it at night, we would do it during the day as part of a regular scheduled Board meeting, to formally adopt and permanently adopt the rules.

Mr. d'Adesky: We are adopting it in a limited area, and it is permanent for that area. However, if you want to expand it you have to do a whole new hearing to expand it beyond the areas we have marked and designated.

Mr. Greenstein: And just so you know there has been discussion among the folks on the East side, saying "Why are you only selecting 5 or 6 streets. Why don't you just come up with a rule there's only one side of the street, how are you going to determine that and do it for the entire Reunion East." Well, that could come up at the hearing on the 19<sup>th</sup>, but we couldn't do it because we only announced we were doing it on those 5 or 6 streets. It will require subsequent action. What I think we should do as a West Board is try to catch up with the East, meaning get ourselves in a position where when the final action is taken it can apply to both East and West at the same time. Does that make any sense George?

Mr. Flint: I understand what you're saying, but it would be up to the Board if you want to do that. I thought the East was going to do it as a trial and the West was going to monitor the implementation of that. What you're saying is rather than do that, let's try to do it parallel.

Mr. Greenstein: No. I want to make sure I'm clear. Legally, I want the West to be able, as long as the Board agrees to it, to implement that rule for the West at the same time that it becomes formal for the East. The trial will only be on the East.

Mr. d’Adesky: So, we will officially adopt it, the rule will go into effect assuming the Board votes to adopt it next week after hearing comment from the public. It will go into place for that small area within Reunion East. What I believe you are saying is, there is probably a time if they adopt it, that Reunion East would want adopt that for the whole community. And what you would want, is that if Reunion East would expand this to the entire community, Reunion West would do the same thing at the same time.

Mr. Greenstein: Right. And again, I am told that on normal administratively controllable stuff, through the interlocal agreement, the East or the West could easily adopt the other’s policy without any problem. But because this is a rule-making, you would need to have the hearing. So what I’m saying is, we need to then schedule the hearing. Even though it’s a formality thing as far as I’m concerned, there will be folks who will want to voice their opinions. So, we need to set a hearing meeting for the West for parking and towing policy.

Mr. Flint: Based on Andrew’s interpretation, I wouldn’t think you would do that until the East was ready to expand that to the entire District. And then at that point, West would advertise a public hearing.

Mr. Greenstein: Okay, so we do a joint announcement and we could do an East and West for the formal rule.

Mr. Flint: You would have to do two separate hearings if you do them on the same day.

Mr. d’Adesky: If we adopt it in December and start enforcing in fairly rapidly, we get a couple months of data. Let’s say by March we say this is working, this is looking good. In March, we say let’s set a public hearing, we set that two months from then so we would set it for May. We could set it both for East and West in May at the exact same time. One meeting would have it first, and then the other would have their meeting and their public hearing. You would have that time where you’d have data from the East to see how it’s going.

Mr. Greenstein: Sounds good to me. The fact that we just discussed it shows the West we are not leaving them in the lurch.

Mr. Flint: Alright, any other comments from the Board?

**TENTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being none, the next item followed.

**ELEVENTH ORDER OF BUSINESS**

**Next Meeting Date**

Mr. Flint: The next meeting date is January 9, 2020.

**TWELVETH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Mr. Greenstein seconded by Ms. Musser, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

## SECTION IV

**REUNION EAST AND WEST COMMUNITY  
DEVELOPMENT DISTRICTS**

**LANDSCAPE/GROUNDS MAINTENANCE  
SERVICES**

**Joint Request for Proposals No. 2020-101**

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**PROJECT MANUAL**

**Issue Date: January 27, 2020**

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**Owners' Representative:** **Governmental Management Services  
219 E. Livingston St.  
Orlando Florida, 32801**

**Contact:** **George S. Flint, Vice President  
Governmental Management Services**

**REQUEST FOR PROPOSAL NUMBER 2020-101  
LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

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# NOTICE OF SOLICITATION FOR REQUEST FOR PROPOSALS

## Governmental Management Services Orlando, Florida

Notice is hereby given that the **Reunion East and Reunion West Community Development Districts** (collectively, referred to herein as the "Owners") request proposals from pre-qualified firms to provide landscape maintenance services (Request for Proposals No. 2020-101) including but not limited to, maintenance of turf, trees, shrubs, ground cover, irrigation, and hardscape, as well as trash removal, as more specifically set forth in the project manual.

The project manual comprised of proposal and contract documents will be available for public inspection and may be obtained beginning **Monday, January 27, 2020**, at 10:00 a.m., from the District Manager's Office, 219 E. Livingston St., Orlando, Florida 32801, or by contacting Stacie Vanderbilt at 407-841-5524, ext. 101.

A mandatory Pre-Proposal Conference will be held on Thursday February 20, 2020 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida 34747. Proposals submitted by pre-qualified proposers that fail to attend the Pre-Proposal Conference will be rejected.

Pre-qualified firms desiring to provide services for this project must submit eight (8) hardcopies and one (1) electronic copy (PDF format) of the required proposal no later than **Monday, March 2, 2020** by 2:00 p.m. at the office of the District Manager, 219 E. Livingston St., Orlando, Florida 32801, ATTN: George Flint, at which time the proposals will be publicly opened. Proposals must be submitted in a sealed envelope pursuant to the Instructions to Proposers. Proposals received after the time and date stipulated above will be returned unopened to the Proposer.

Ranking of Proposers will be made in accordance with the criteria set forth in the ranking worksheet contained within the Request for Proposal. The information provided in response to RFP 2020-101 will be used in the evaluation. The Owners reserve the right to reject any and all proposals, with or without cause, to waive minor technical errors and informalities, or to accept the proposal that, in its judgment, is in the best interest of the Owners.

**REQUEST FOR PROPOSAL NUMBER 2020-101**  
**LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

**INSTRUCTIONS TO PROPOSERS**

1. **Due Date:** Sealed proposals must be received no later than **Monday, March 2, 2020 at 2:00 p.m.** at the District Manager's Office, 219 E. Livingston St., Orlando, Florida 32801 ATTN: George Flint. Proposals will be opened publicly at that time.
2. This is a joint RFP coordinated among the Reunion East and Reunion West Community Development Districts hereinafter referred to as the Owners. The Owners are coordinating this joint RFP in an effort to achieve economies of scale, have a common vendor, and have consistent levels of service with the Reunion development, among other benefits. Proposers will be asked to prepare a separate Fee Summary corresponding to each owner. The Reunion East and Reunion West CDDs, as governmental entities, have to comply with certain statutory bidding requirements that are not required of the other private owners. The private owners, have agreed to utilize the public bidding process, but reserve the right to negotiate separately or withdraw from the bidding process if it is not in their best interest. It is anticipated that each entity will enter into separate contracts with the selected vendor.
3. **Signature on Proposal:** In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Acknowledgment of Receipt and Proposal Signature Form. If the proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the proposal shall bear the seal of the corporation. Anyone signing the proposal as agent shall file with the proposal legal evidence of his authority to do so.
4. **Familiarity with Laws:** The Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility.
5. No Proposer shall submit more than one proposal. Proposers shall be disqualified and their proposals rejected if Owners have reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any existing contract, or for failure to demonstrate proper licensure and business organization.
6. **Interpretations and Addenda:** All questions about the meaning or intent of the proposal documents are to be directed in writing to the District Manager. Interpretations or clarifications considered necessary by the District Manager in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than seven (7) days prior to the date of opening of proposals may not be answered. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and

answers will be distributed to all Proposers.

7. Submission of Proposal: Submit eight (8) hardcopies and one (1) electronic copy (in PDF format) of the proposal documents including the Affidavit of Non-Collusion, Acknowledgement of Receipt of Documents and Proposal Signature Form, Fee Summary Forms, and Extra Services Pricing Summary, at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation (RESPONSE TO PROPOSAL NO. 2020-101 ENCLOSED) on the face of it.
8. Modification and Withdrawal: Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of sixty (60) days.
9. Proposal Documents: The Request for Proposal will be available on **Monday, January 27, 2020** from the District Office, 219 E. Livingston St., Orlando, Florida 32801. Contact Stacie Vanderbilt at 407-841-5524, Ext. 101.
10. Proposal Form: All blanks on proposal forms must be completed in ink or typewritten. The proposal shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Acknowledgment Form). In making its proposal, each Proposer represents that it has read and understands the proposal documents and that the proposal is made in accordance therewith, including verification of contents of proposal package against the Table of Contents.
11. Basis of Award/Right to Reject or Award: The Owner reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed appropriate.
12. Contract Award: Within fourteen (14) days of receipt of the Notice of Award, the Proposer shall enter into and execute the Contract in substantially the form included in the proposal documents. This timeframe can be extended at the discretion of the Owners.
13. Pre-Proposal Conference: A mandatory pre-proposal conference will be held on Thursday, February 20 at 1:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida 34747. Failure to attend the Pre-Proposal Conference will disqualify the Proposer. Proposers are also encouraged to make on-site visits to the area for which services are required in order to gain an understanding of the scope of the area to be served. The Proposer is assumed to be familiar with the area and any natural features which will in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility. **Any on-site visits must be scheduled with the District Office by contacting Alan Scheerer at 407-398-2890. Proposers must have an escort arranged by District Office for any on-site visits.**

14. Indemnification: The successful Proposer shall fully indemnify and hold harmless Owners, their staff and agents, from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract form, provided herein.
15. Limitation of Liability: Nothing herein shall be construed as or constitute a waiver of Owner's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
16. Any protest regarding the Proposal Documents, including specifications or other requirements contained in the Request for Proposal, must be filed in writing within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.
17. The proposals shall be ranked based on the Owners' evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer in this RFP as well documents provided in RFQ 2020-101. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the proposal documents. It is anticipated that an evaluation committee comprised of representatives of the Owners will conduct a review of the RFP responses and may conduct interviews as part of that review process.
18. Storage of Landscaping Equipment: proposers will need to plan for off-site storage of all required maintenance equipment and supplies. No storage facilities are provided by the Owner.

**REQUEST FOR PROPOSAL NUMBER 2020-101**  
**LANDSCAPE/GROUNDS MAINTENANCE SERVICES**

**EVALUATION CRITERIA**

**1. Personnel (25 points)**

(E.g., geographic locations of the firm's headquarters or office in relation to the project; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; Evaluation of uncompleted work load; proposed staffing levels, etc.)

**2. Experience (25 points)**

(E.g., past record and experience of the respondent in similar projects; volume of work previously awarded to the firm; past performance for the Owners in other contracts; character, integrity, reputation, of respondent, etc.)

**3. Understanding of Scope of Work (25 points)**

Does the proposal demonstrate an understanding of the Owners' needs for the services requested?

**4. Financial Capability (10 points)**

Demonstration of financial resources, and stability as a business entity, necessary to Complete the services required.

**5. Price (15 points)**

Points available for price will be allocated as follows:

10 points will be awarded to the Proposer submitting the lowest total bid for completing the work for the initial term of the contract. All other proposals will receive a percentage of this amount based upon the difference between that Proposer's bid and the low bid. 5 points are allocated for the reasonableness of unit prices.

**AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I \_\_\_\_\_, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a \_\_\_\_\_ in the firm of \_\_\_\_\_, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Signature by authorized representative of Proposer

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary taking acknowledgment

**ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS  
AND PROPOSAL SIGNATURE FORM**

This Proposal for landscape maintenance services has been submitted on this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ [company] whose business address is \_\_\_\_\_, telephone number is \_\_\_\_\_, and fax number is \_\_\_\_\_.

The undersigned acknowledges, by the below execution of this proposal, that all information provided herein has been provided in full and that such information is truthful and accurate. Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from the date of the Proposal opening, and if awarded the contract on the basis of this Proposal to enter into and execute the services contract in substantially the form included in the proposal documents.

Proposer understands that inclusion of false, deceptive or fraudulent statements on this proposal constitutes fraud; and, that the Owners consider such action on the part of the Proposer to constitute good cause for denial, suspension or revocation of a proposal for work for the Owners.

Furthermore, the undersigned acknowledges receipt of the following addenda, the provisions of which have been included in this Request for Proposal.

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
Signature by authorized representative of Proposer

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, of the \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
Signature of Notary taking acknowledgment

## SAMPLE CONTRACT DOCUMENT FOR CDDS

**THIS AGREEMENT** (“Agreement”) is made and enter into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT AND REUNION WEST COMMUNITY DEVELOPMENT DISTRICTS** (hereinafter referred to collectively as “Owner”), whose mailing address is, 219 E. Livingston St., Orlando, Florida, 32801, and \_\_\_\_\_ (hereinafter referred to as “Contractor”), whose address is \_\_\_\_\_.

### **WITNESSETH:**

Subject to, and upon the terms and conditions of, this Agreement, including the terms of the Request for Proposal (the “Proposal”) and Definitions section of this Agreement, and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and Contractor agree as follows:

#### 1. DEFINITIONS.

(a) Agreement. The Agreement consists of ~~this Maintenance Services, Agreement, the Scope of Work, the Fee Summaries, the Service Area Map, Form of General Release, and the Work Authorization form.~~ 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 8.

(b) Services. The term Services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, all obligations of Contractor under this Agreement, including any addenda or special conditions, and where any Work Authorizations have been issued pursuant to Article 8 of this Agreement, ~~the changed services set forth therein.~~

(b) Any terms not defined herein shall have the meanings set forth in the Proposal.

#### 2. SCOPE OF WORK.

(a) 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 1 (attached hereto and incorporated herein by reference).

(b) The following List of Exhibits, all of which are attached hereto and incorporated herein, is applicable to the Services:

- i. Exhibit 1, Scope of Work
- ii. Exhibit 2, Fee Summary
- iii. Exhibit 3, Extra Services Pricing Summary
- iv. Exhibit 4, Service Area Map



- v. Exhibit 5, Work Authorization Form
- vi. Exhibit 6, Maintenance Facility Lease Agreement

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services on \_\_\_\_\_, \_\_\_\_\_, 2020, upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents, including but not limited to schedules set forth within the Scope of Work.

4. DISTRICT MANAGER.

(a) The Owner's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the Owner, which is Governmental Management Services CF, LLC, whose mailing address is 135 W. Central Blvd, Suite 320, 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.

~~(b) All actions to be taken by, all approvals, notices, consent, directions and instruction 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 or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder.~~

5. BASIS FOR COMPENSATION AND PAYMENTS.

(a) ~~Provided that the Contractor shall strictly perform all of its obligations under the Agreement, and subject only to additions and deductions by Work Authorizations as defined in Section 5(d), the Owner shall pay to Contractor for its Services as set forth in Article 2, a monthly fee based on the amounts reflected in Exhibit 2, plus additional fees for services rendered in connection with Work Authorizations as defined below.~~

(b) The Contractor shall on the 15<sup>th</sup> day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires.

(c) Based on the Contractor's Application for Payment, and the approval of the Application for Payment 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 30<sup>th</sup> day of each calendar month or the 30<sup>th</sup> day after receipt by the Owner of the Contractor's Application for Payment and of such documentation to verify the amount owned 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 Application for Payment.

(d) Work Authorizations shall mean orders or directives, in the form attached hereto as Exhibit 5, 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 in Article 2. 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 b. and c. above. Exhibit 3 provides pricing for additional services ("Extra Services") in the event they are required. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of Owner to perform the same.

(f) Owner retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2, or as amended in any Work Authorization. Should this occur, a revised Scope of Work and Fee Summary will be agreed upon in writing by both Owner and Contractor.

#### 6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to Owner that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iv) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (v) it has by careful examination satisfied itself as to: (a) 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 (b) all other matters or things which could in any manner affect the performance of the Services.

(b) ~~The Contractor warrants to the Owner that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.~~

#### 7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the Owner's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for Owner's

review upon request. Contractor shall enforce strict discipline and good order among its employees on the Owner's premises.

(b) Contractor is an independent contractor and not an employee of the Owner. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the Owner and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the Owner.

#### 8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the Owner's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the Owner that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the Owner of any such orders or requirements upon receipt of same.

(c) The Owner is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

#### 9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the Owner. In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the Owner has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

#### 10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor acknowledges and understands that the Owner is a local unit of special purpose government and as a unit of government is subject to certain requirements under Chapter 119 and Chapter 289, Florida Statutes. Any books, documents, records, correspondence or other information kept or obtained by the Owner or furnished by the Owner to Contractor in connection with the services contemplated herein and/or Owner's facilities and any related records are property of the Owner. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, Florida Statutes. Contractor agrees and acknowledges that any and all such books, documents, records, correspondence or other information are subject to inspection and copying by members of the public pursuant to Chapter 119, Florida Statutes. If Contractor does not comply with a public records request as required by law, that failure to comply shall be considered a default under the Proposal and the Owner may seek to enforce the Proposal accordingly.

(b) Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the Services. Contractor shall provide the public with access to public records on the same terms and conditions that the Owner would provide the records, and a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Contractor shall meet all requirements for maintaining public records and transfer, at no cost, to the Owner all public records in Contractor's possession upon termination of this Proposal and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Contractor shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Contractor's defense of any claims by Owner or any third party resulting from Contractor's performance under this Proposal. All records stored electronically shall be provided to the Owner in a format that is compatible with the information technology systems of the Owner so long as Contractor does not incur unreasonable cost or expense in doing so.

#### 11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of One Hundred Thousand Dollars (\$100,000) per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner; the insurance required under paragraph 11(a)(i) shall name the Owner as an additional insured. Certificates of insurance (and copies of all policies, if required by the Owner) shall be furnished to the Owner. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the Owner's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the Owner, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the Owner, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, related to or in the performance of this Agreement.

14. 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 5, 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 Scope 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 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 Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, 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 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, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, ~~and all such areas impacted by the Services, 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.~~

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to Owner, as required in the sole discretion of the Owner, to ensure satisfactory performance of the Services provided hereunder.

16. 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 Articles 5, through the date of termination.

(b) If 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 Agreement, 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 Contractor. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such a manner as Owner deems appropriate, the Scope of 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.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) 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.

(b) 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 coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition 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.

18. TERM. Owner desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3, and ending on \_\_\_\_\_, \_\_\_\_, 20\_\_ (the "Initial Termination Date"). Thereafter, Owner has the option of renewing the contract for a period of not to exceed two (2) years by submitting written notice that Owner said option to Contractor on or before the Initial Termination Date.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to Owner: REUNION EAST COMMUNITY DEVELOPMENT DISTRICT  
219 E. Livingston St.  
Orlando, FL 32801  
ATTN: George Flint, District Manager

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT  
219 E. Livingston St.  
Orlando, FL 32801  
ATTN: George Flint, District Manager

If to Contractor:

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**



22. SEVERABILITY. In the event that any provision of this 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.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by an contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement 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 doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

**CONTRACTOR:**

**OWNER:**

**REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development District

\_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**DRAFT**

**REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district

\_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

## EXHIBIT 1

### SCOPE OF WORK

#### **EXHIBIT 1 REUNION SCOPE OF WORK**

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

#### **SCHEDULE "A" – GENERAL SERVICES**

##### *A. Turf Maintenance*

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as front doors and amenity areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### **1. Mowing**

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Zoysia turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Unimproved Bahia turf (Lots) shall be mowed bi-weekly during its growing season from May 1<sup>st</sup> through September 30<sup>th</sup>, and one time per month during the non-growing season from October 1<sup>st</sup> through April 30<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform 40 mowing cycles per 12-month period for Zoysia turf and 17 mowing cycles per 12-month period for Bahia turf in the performance of this contract.
- c. Zoysia and Bahia turf shall be cut with rotary mower to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing heights will be set at 1½" to 2½" for Zoysia turf and at 3½" to 4½" for Bahia turf. At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Due to irrigation regulations and periods of drought, with approval from management, heights may be increased to decrease turf damage.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.

- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.
- g. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's expense. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.

## 2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

## 3. String Trimming

- a.) String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed in conjunction with each mowing operation.
- b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.
- c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.
- d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

## 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. Further, the contractor will be especially careful to blow across garage openings and lanais first, and then aim their blowers out and away from both to help prevent clippings from gathering unnecessarily in these areas.

## 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts, in-ground water meter covers and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

## B. Detail

*Detailing of planted areas will be performed weekly in a sectional method, with each section representing one-third of the entire property. Based on three sections that encompass all planted areas throughout property, the contractor will completely detail the entire property once every three weeks or seventeen (17) times annually. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

## 1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by owner or owner's representative.
- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to the owner's representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- g. Structural pruning may be required for several varieties of plants annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental grasses are to be haystack cut one time per year.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by the owner or owner's representative.
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.
- j. Pruning of all trees immediately adjacent to street lights to prevent tree limb extension within 5 feet of the light source.

## 2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground. All Zoysia turf runners must be thoroughly removed during each occurrence.

- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines in common areas, around homes and within elevated berms or embankments.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints in poured concrete or asphalt pavement or in driveway pavers are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in "Exhibit 3 Extra Services Pricing Summary".
- b. All litter shall be removed from the property and disposed of off site.

2. Communication

- a. Daily, the contractor will communicate with the owner or the owner's representative for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the owner or owner's representative which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management and/or consultant by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

3. Contractor Personnel

- a. The Contractor shall have a well-experienced site manager on property at all times with the crew. This person should have extensive knowledge of horticultural practices, and be capable of properly supervising others. He/she and other supervisors should be in a certain type uniforms

that distinguishes them from the crew. The site manager should communicate daily with the property's staff, and submit a report of the crew's accomplishments at the end of each visit to management. In order to maintain continuity, the same site manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.

- b. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 6:00 PM, with no power equipment operating around guest quarters before 9:00 AM.

#### **SCHEDULE "B1" – TURF CARE PROGRAM - ZOYSIA**

##### **A. Application Schedule – Zoysia**

<u>Month</u>	<u>Application</u>
January:	IPM spot treatment for weeds as necessary and inspect/treat fungal activity.
February:	Pre-emergent herbicide/spot treatment for weeds and fungal activity.
March:	Fertilization (granular 20-0-10) with 1lb N to 1lb K, 50% slow release w/minors. Spot treat weeds and treat fungal and insect activity as necessary.
April:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
May:	Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
June:	Fertilization (granular 20-0-10) with .5lb N, slow release w/minors. Insect/weed/disease control as necessary.
July:	Liquid fertilization with .5lb N w/ Iron. Insect/weed/disease control as necessary.

- August: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.
- September: Fertilization with 14-0-40 or similar. Weed/insect/disease control as necessary.
- October: Liquid Fertilization with .25lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- November: Blanket pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket Potash 0-0-62 application at 4 lbs. per 1,000 SF, IPM-spot treat weeds as necessary, inspect/treat fungal activity.

## **B. Application Requirements**

### 1. Fertilization

- a. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- b. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- c. The irrigation system will be fully operational prior to any fertilizer application.
- d. Soils shall be tested at a reliable testing facility twice per year to monitor for pH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

### 2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

### 3. Weed Control

- a. Weed control will not be limited to only the broadleaf variety under this program.
- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

### 4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes high traffic areas, drainage problems, or acts of God.



**SCHEDULE "B" – TURF CARE PROGRAM - BAHIA** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February/March:	Complete granular N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
April:	Chelated Iron application and Mole Cricket control.
July:	Chelated Iron application and Mole Cricket control.
October:	Complete granular N-P-K fertilizer.
November/December:	Broadleaf weed control to include blanket pre-emergent herbicide application.

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility twice per year to monitor for PH and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety under this program.

- b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

No warranty is provided for Bahia turf.

**SCHEDULE "C" – TREE/SHRUB CARE PROGRAM** (If included, see Exhibit 2 Fee Summary)

**A. Application Schedule**

<u>Month</u>	<u>Application</u>
February:	Spring granular fertilization and insect/disease control as needed
March/April:	Insect/disease control/fertilization as needed
May/June:	Insect/disease control.
July/August:	Minor nutrient blend with insect/disease control
October:	Fall granular fertilization and insect/disease control as needed
December:	Insect/disease control/fertilization as needed

**B. Application Requirements**

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.
- b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 30% slow release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
- c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to insure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep root feeding on an as needed basis to establish newly planted trees.
- f. All palms will be evaluated quarterly for nutrient deficiencies and shall be treated with appropriate nutrients (Boron, Magnesium and Manganese)

- g. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to “clump” fertilizer neither at the base nor in the crown of plants.
- h. The irrigation system will be fully operational prior to any fertilizer application.
- i. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to management along with the contractor’s recommendation as to any changes in the Tree/Shrub care program based on these results.

## 2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35’. All native trees or transplanted trees over 35’ in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

## 3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera and Sylvester Date), the contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.
- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the rootball of specimen palms to de-water them as necessary.

## 4. Warranty

If a plant or tree dies from insect or disease damage or nutrient deficiency, while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium and Fusarium Wilt and Ganoderma that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

**SCHEDULE "D" – SPECIAL SERVICES** (If included, see Exhibit 2 Fee Summary)

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants - N/A

*The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on the on-going care.*

1. Schedule

- a.) All flower beds on the property will be changed four (4) times per year during the months of January, April, July and October.
- b.) Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c.) All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 ½" individual pots.
- d.) Contractor will obtain prior approval of plant selection from owner or owner's representative before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. 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.
- c. All beds will be cleaned and hand/or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
  - Removal of all litter and debris.
  - Beds are to remain weed – free at all times.
  - All declining blooms are to be removed immediately.
  - Inspect for the presence of insect or disease activity and treat immediately.

- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### 4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

### B. Bed Dressing -

#### 1. Schedule

- a. Bed dressing will be replenished in all bed areas in the months of February and March.
- b. Application will be completed within a six week time period.

#### 2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree-rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

### C. Palm Trimming

- 1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Canary Island Date, etc.) in excess of 12' CT will be trimmed two times per year in the months of June and December. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.
- 2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
- 3. Washingtonia, Queen, Ribbon, Chinese Fan and Butia palms in excess of 12' CT will be trimmed two times per year in the months of February/March and August/September.

4. All palms other than those previously listed and in excess of 12'CT will be trimmed once per year in the months of August /September.
5. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
6. Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
7. When trimming, cut the frond close to the trunk without leaving "stubs".

**SCHEDULE "E" – IRRIGATION MAINTENANCE** (If included, see Exhibit 2 Fee Summary)

A. Frequency of Service

- a. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
- b. The irrigation inspection will be performed continuously each day during the work week.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Clean filters located at each drip zone valve monthly.
8. Clean all individual filters located at the pump stations quarterly.
9. Watering schedules are managed by an ET Based system. Schedules are calculated daily based on site weather conditions including ET lost (Solar radiation, humidity, wind and temperature) and rainfall received. Contractor will monitor these inputs daily and communicate any abnormalities that arise to owner or the owner's representative.
10. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".

- b. Request for authorization must be submitted to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the Owner or the Owner's Representative prior to initiating any work.

## 2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in "Exhibit 3 – Extra Services Pricing Summary".
- b. When not an emergency, request for authorization must be submitted in written form to the Owner's Representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.

## 3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.

- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

## 4. Contractor shall employ technicians well versed in the operation, adjustment and troubleshooting problems of a computer-controlled irrigation system.

## 5. Damage resulting from contractor's crews working on the property (i.e. mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.

## 6. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, pump station failure, freeze or other acts of God.

## 7. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

## 8. Contractor will visually inspect irrigation system weekly while performing routine maintenance.

## 9. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

## 10. Contractor shall take all required readings from meters at pump stations and work with Consultant to file all quarterly and/or semi-annual reports to the water management district.

## **EXHIBIT 2**

### **FEE SUMMARY**

1. Please fill in the Contractor information at the top left portion of the page.
2. General Services - Fill in each month with the dollars to perform this portion of the Scope of Work. Do not use averaged dollar amounts.
3. Turf Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work .
4. Tree/Shrub Care - Fill in the dollar amount to perform the services each month as outlined in the Scope of Work.
5. Bedding Plants - Fill in the quantity of plants to be installed each rotation in cell A-27 if not already listed, then fill in the dollar amount to purchase and install that quantity in the months specified in the Scope of Work. Also insert the number of plants installed (row 27) in each rotation below the dollar amounts in the months they are to be installed.
6. Bed Dressing - Fill in the quantity of Bed Dressing that will be installed in cell A-30 if not already listed, then fill in the dollar amount to purchase and install that quantity in the month specified in the Scope of Work. Also insert the quantity of mulch (row 30) below the dollar amount in the month it will be installed.
7. Palm Trimming - Fill in the quantity of each palm variety that will be pruned in cells A-32, A-33, A-34, A-35 if not already listed, then fill in the dollar amount to trim each variety in the months indicated in the Scope of Work. Please insert your numbers in the row that corresponds to the specific variety of palm that is to be pruned that month.
8. Irrigation Maintenance - Fill in the total number of zones for the irrigation system in cell A-38 if not already listed, then fill in the dollar amount per month to perform the monthly inspection following the services as described in the Scope of Work. Please include the number of zones in the cell below the dollar amount each month.

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**EXHIBIT 2 - FEE SUMMARY**

Contractor:

Property: Reunion  
7855E Osceola Polk Line Road

Address:  
Phone:  
Fax:  
Contact:

Phone:  
Fax:  
Contact: Alan Scheerer

Dates: through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)													\$0
TURF CARE (Schedule B)													\$0
TREE / SHRUBCARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D) <i>Units Per Rotation</i>													\$0
BED DRESSING (Schedule D) <i>100 Yards of Bed Dressing</i>													\$0
PALM TRIMMING (Schedule D) <i>Sabal Queen and Foxtail? Date Washington</i>													\$0
IRRIGATION MAINT. (Schedule E) <i>Number of Zones</i>													\$0
<b>TOTAL FEE PER MONTH:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flat Fee Schedule	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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**EXHIBIT 2 - FEE SUMMARY**

**Contractor:**

**Address:**  
**Phone:**  
**Fax:**  
**Contact:**

**Property:** Reunion  
 8011B Osceola Polk Line Road

**Address:**  
**Phone:**  
**Fax:**  
**Contact:** Alan Scheerer

**Dates:** through

	JAN	FEB	MAR	APRIL	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GENERAL SERVICES (Schedule A)													\$0
TURF CARE (Schedule B)													\$0
TREE / SHRUBCARE (Schedule C)													\$0
BEDDING PLANTS (Schedule D) <i>Units Per Rotation</i>													\$0
BED DRESSING (Schedule D) <i>50 Yards of Bed Dressing</i>													\$0
PALM TRIMMING (Schedule D) <i>Sabal Queen and Foxtail 10 Washtrains</i>													\$0
IRRIGATION MAINT. (Schedule E) <i>10 Number of Zones</i>													\$0
<b>TOTAL FEE PER MONTH:</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Flat Fee Schedule</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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**EXHIBIT 3**

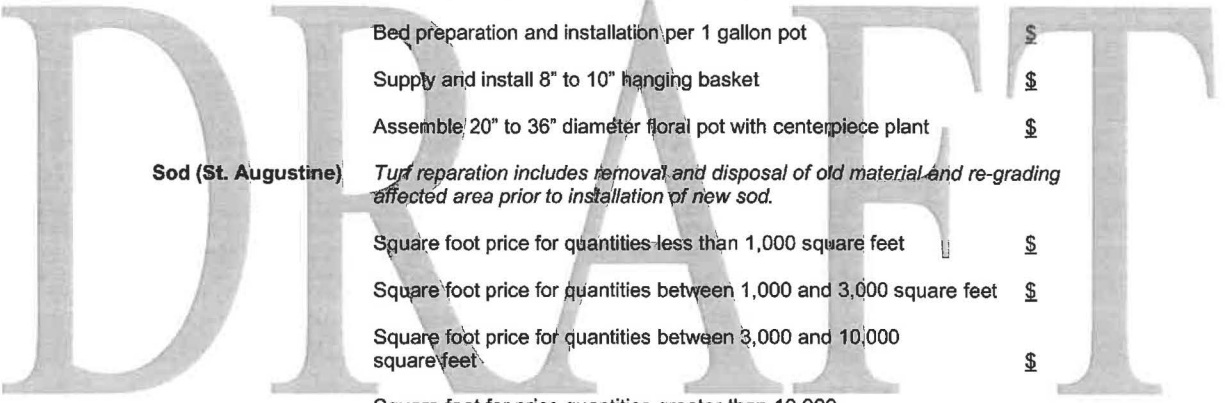
**EXTRA SERVICES PRICING SUMMARY**

**EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY  
Project: Reunion**

<b><u>Material</u></b>	<b><u>Description</u></b>	<b><u>Price</u></b>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$
	Price/yard installed for quantities <u>under</u> 100 cubic yards	\$
	Price per 3 cubic foot bag of Mulch	\$
	Price per bale of Pine Straw	\$
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$
	Bed preparation and installation per 1 gallon pot	\$
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
<b>Sod (St. Augustine)</b>	<i>Turf preparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$
	Square foot price for quantities between 1,000 and 3,000 square feet	\$
	Square foot price for quantities between 3,000 and 10,000 square feet	\$
	Square foot for price quantities greater than 10,000 square feet	\$
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$
	Irrigation Laborer per hour	\$
	PVC parts	List less ___ %
	Non PVC parts	List less ___ %
	Valves, Clocks and any part over \$300.00	List less ___ %
<b>General Labor</b>	Foreman per hour	\$
	Labor per hour	\$

**EXHIBIT 3 – EXTRA SERVICES PRICING SUMMARY**  
**Project: Reunion**

<u>Material</u>	<u>Description</u>	<u>Price</u>
<b>Mulch</b>	Price/yard installed for quantities <u>over</u> 100 cubic yards	\$
	Price/yard installed for quantities <u>under</u> 100 cubic yards	\$
	Price per 3 cubic foot bag of Mulch	\$
	Price per bale of Pine Straw	\$
<b>Hard Materials</b>	Price per bag for Seminole Chips	\$
	Price per ton for Seminole Chips	\$
	Price per ton for 3"-5" River Jack	\$
<b>Seasonal Color</b>	<i>Annual flower installed prices include bed preparation by removing and disposing of old flowers, hand or mechanically turning the beds and amending soil as necessary.</i>	
	Bed preparation and installation per 4.5" pot	\$
	Bed preparation and installation per 1 gallon pot	\$
	Supply and install 8" to 10" hanging basket	\$
	Assemble 20" to 36" diameter floral pot with centerpiece plant	\$
	<b>Sod (St. Augustine)</b> <i>Turf preparation includes removal and disposal of old material and re-grading affected area prior to installation of new sod.</i>	
	Square foot price for quantities less than 1,000 square feet	\$
Square foot price for quantities between 1,000 and 3,000 square feet	\$	
Square foot price for quantities between 3,000 and 10,000 square feet	\$	
Square foot for price quantities greater than 10,000 square feet	\$	
<b>Irrigation</b>	<i>Irrigation services, which fall outside of the contract, will be provided on a per hour basis. Parts will be provided at list, less a discount. Contractor may be required to provide a copy of purchase invoice.</i>	
	Irrigation Technician per hour	\$
	Irrigation Laborer per hour	\$
	PVC parts	List less ___ %
	Non PVC parts	List less ___ %
Valves, Clocks and any part over \$300.00	List less ___ %	
<b>General Labor</b>	Foreman per hour	\$
	Labor per hour	\$



**EXHIBIT 4**

**SERVICE AREA MAP**

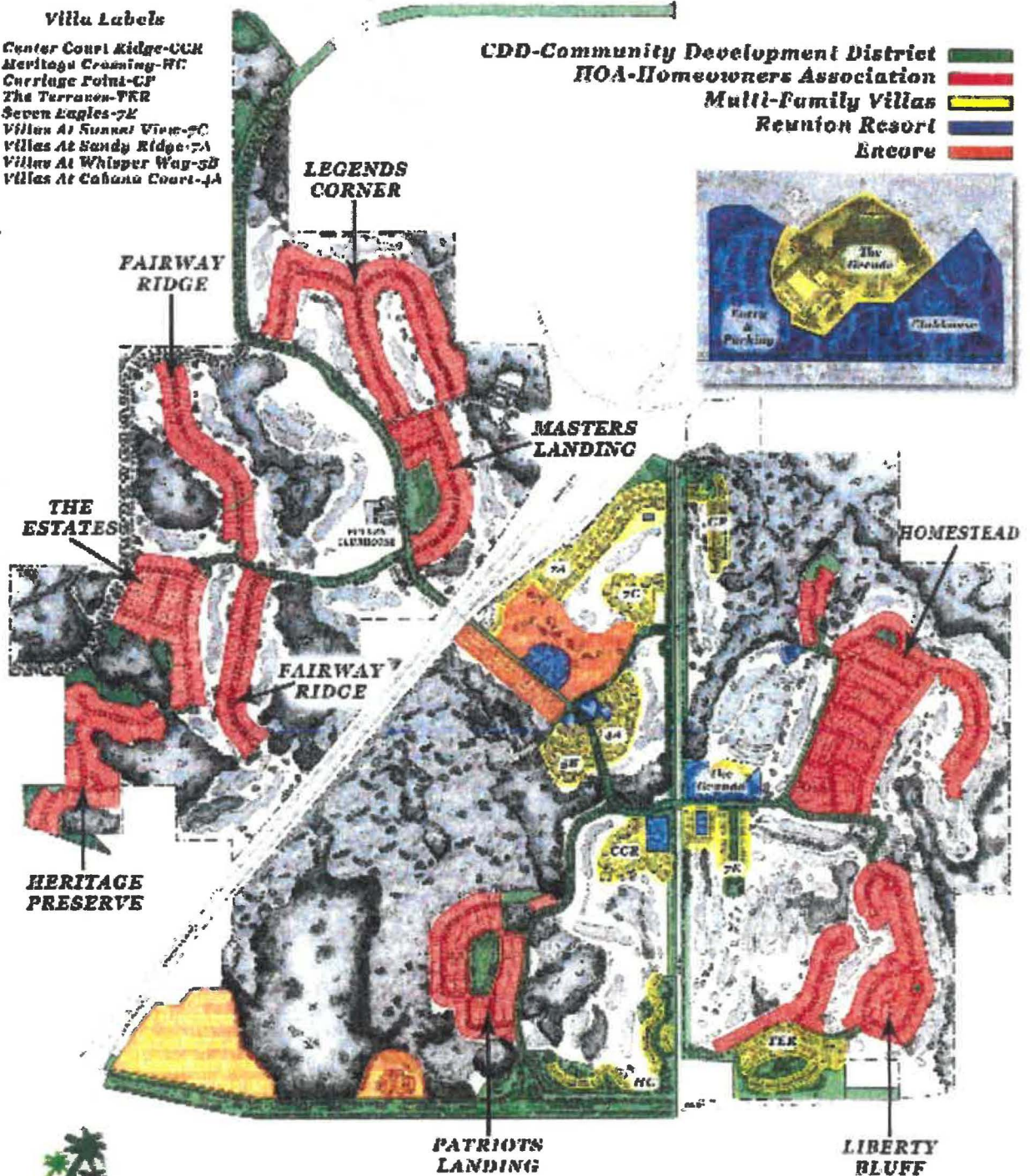
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# Reunion Map

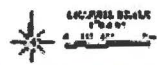
## Villa Labels

Center Court Ridge-CCR  
 Heritage Crossing-HC  
 Carriage Point-CP  
 The Terraces-TR  
 Seven Eagles-7E  
 Villas At Sunset View-7S  
 Villas At Sandy Ridge-7A  
 Villas At Whisper Way-7B  
 Villas At Cabana Court-7A

CDD-Community Development District  
 HOA-Homeowners Association  
 Multi-Family Villas  
 Reunion Resort  
 Encore



REUNION  
 ISLAND FLORIDA



**EXHIBIT 5**

**WORK AUTHORIZATION FORM**

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# SECTION V



**REUNION WEST COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019  
(ASSESSMENT AREA FIVE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Reunion West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2015, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of May 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: ~~2~~ 4
- (B) Identify Assignment and Acquisition Agreement, if applicable:
- (C) Name of Payee pursuant to Assignment and Acquisition Agreement:  
**Reunion West Development Partners, LLLP**
- (D) Amount Payable: **\$2,076,074.21**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

Construction summarized below:

Phase	Construction Payments
Bear's Den Phase 2	\$ 686,484.10
Reunion West Phase 4	\$ 1,389,590.11
Total	\$ 2,076,074.21

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Five Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

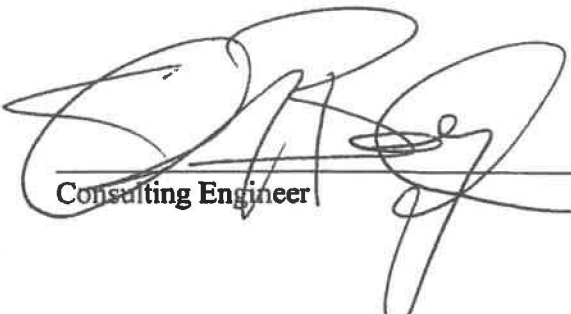
**REUNION WEST COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Responsible Officer

Date: 12-19-19

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Five - Phase One Project and is consistent with: (i) the Assignment and Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

  
Consulting Engineer

**Qualified Costs included in Requisition #2 ~~4~~**

	Total Costs	CDD Allocated Amount	Non- CDD Allocated Amount
Bears Den Phase 3 (Driving Range)	\$ 961,168.01	\$ 686,484.10	\$ 274,683.90
Reunion West Phase 4	\$ 1,424,026.72	\$ 1,389,590.11	\$ 34,436.61
<b>Total</b>	<b>\$ 2,385,194.72</b>	<b>\$ 2,076,074.21</b>	<b>\$ 309,120.52</b>

Bond Issuance	<del>6,057,286.19</del>
Requisition 1	<del>(3,922,100.81)</del>
Requisition 2	<del>(2,076,074.21)</del>
	<del>59,111.17</del>

\* Additional backup available in CDD records.

# SECTION VI

**REUNION WEST COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT BONDS, SERIES 2019  
(ASSESSMENT AREA FIVE PROJECT)**

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Reunion West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2015, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of May 1, 2019 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **5**
- (B) Identify Assignment and Acquisition Agreement, if applicable:
- (C) Name of Payee pursuant to Assignment and Acquisition Agreement: **Governmental Management Services-CF, LLC**
- (D) Amount Payable: **\$7,000.00**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): **Invoice# 463 – FY2019 & FY2020 Construction Accounting on Series 2019 Bonds.**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

*Series 2019 Acquisition and Construction Account of the  
Acquisition and Construction Fund.*

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the Series 2019 Acquisition and Construction Account; and
3. each disbursement set forth above was incurred in connection with the Cost of the Assessment Area Five Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above,

which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

REUNION WEST COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Responsible Officer

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

**CONSULTING ENGINEER'S APPROVAL**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area Two - Phase One Project and is consistent with: (i) the Assignment and Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

\_\_\_\_\_  
Consulting Engineer

**GMS-Central Florida, LLC**  
 1001 Bradford Way  
 Kingston, TN 37763

# Invoice

**Invoice #:** 463  
**Invoice Date:** 12/27/19  
**Due Date:** 12/27/19  
**Case:**  
**P.O. Number:**

**Bill To:**  
 Reunion West CDD  
 219 E. Livingston St.  
 Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Series 2019 Bonds (Assessment Area Five)			
Construction Accounting - FY 2019		3,500.00	3,500.00
Construction Accounting - FY 2020		3,500.00	3,500.00
Please Wire Funds To: GMS-CF,LLC ABA 062005690 Account 0125331205 Contact Angela Dougal (865) 270-7875			

<b>Total</b>	<b>\$7,000.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$7,000.00</b>

# SECTION VII



# SECTION C

# SECTION 1

### Reunion East

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	3/14/11	Irrigation Turnover	Developer		On Hold	Issue on Hold Pending CUP Negotiation
2	3/16/17	Allocation of 532 Costs	Scheerer/d'Adesky		On Hold	Proposals from Yellowstone presented at August meeting. Counsel Sent Demand Letters for Costs to Each Parcel Owner. Publix Declined Sharing Costs.
3	4/11/19	Review of 4-Way Stop at Spine Road & Tradition Blvd.	Boyd		Completed	
4	4/11/19	Corolla Court Parking Issue; Evaluation of Addition of Street Parking Towaway Zones	Williams/Cruz/ Scheerer		In Process	Towing Rule adopted December 19, 2019.
5	4/11/19	Patriot's Landing Small Retention Pond Cleanup	Boyd		Completed	
6	4/11/19	Creating Dog Parks/Playground	Goldstein		In Process	Dog Park Permit Approved, Installation to begin January 6, 2020; Playground Currently in Permitting
7	5/9/19	Crosswalk in Front of Resort	Boyd		Completed	

### Reunion West

Item #	Meeting Assigned	Action Item	Assigned To:	Date Due	Status	Comments
1	2/21/19	Cost to Install Parking Spaces at Valhalla Mail Kiosk Area	Boyd		In Process	Currently in Permitting
2	2/21/19	Evaluate Traffic Lanes for Sinclair Road Gate	Boyd/Scheerer		In Process	Currently in Permitting
3	4/11/19	Review of 4-Way Stop at Tradition Blvd. & Golden Bear	Boyd		Completed	

## SECTION 2

*This item will be provided under  
separate cover*

# SECTION 3

*This item will be provided under  
separate cover*

# SECTION 4



**Reunion East/West CDD Direct Billed Assessments for FY 2019**

District	Landowner	Product	Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
Reunion East	Orlando Health					Nov	\$113,330	\$0	\$113,330	Paid 11/27/19
	34-25-27-4936-0001-0040					Feb	\$56,665	\$0	\$56,665	
						May	\$56,665	\$0	\$56,665	
	Totals		<u>\$226,659</u>	<u>\$0</u>	<u>\$226,659</u>	Total	<u>\$226,659</u>	<u>\$0</u>	<u>\$226,659</u>	
							O & M	Debt	Total	Paid
	Orlando Reunion Development LLC		\$2,386	\$5,053	\$7,439	Nov	\$1,193	\$2,527	\$3,720	
	35-25-27-4885-PRCL-OC30	4 MF				Feb	\$597	\$1,263	\$1,860	
						May	\$597	\$1,263	\$1,860	
						Total	<u>\$2,386</u>	<u>\$5,053</u>	<u>\$7,439</u>	
							O & M	Debt	Total	Paid
	EHOFF/SPECTRUM									
	11-1-15 Interest									
27-25-27-2985-TRAC-FD20/FL 296 Condos		\$117,704	\$504,490	\$622,194	Nov	\$191,231	\$550,009	\$741,240		
34-25-27-4936-0001FD10	276 SF	\$219,504	\$595,527	\$815,031	Feb	\$95,616	\$275,004	\$370,620		
34-25-27-4936-0001-0010/0020/0050/0031	Commercial	\$45,254	\$0	\$45,254	May	\$95,616	\$275,004	\$370,620		
		<u>\$382,462</u>	<u>\$1,100,017</u>	<u>\$1,482,479</u>	Total	<u>\$382,462</u>	<u>\$1,100,017</u>	<u>\$1,482,479</u>		
District	Landowner		Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
Reunion West	Reunion West Dev. Partners					Dec	\$66,960	\$196,407	\$263,367	Paid 10/31/19
	27-25-27-4927-0001-WC10		\$133,920	\$392,813	\$526,733	March	\$33,480	\$98,203	\$131,683	
	27-25-27-3160-000A-0030					June	\$33,480	\$98,203	\$131,683	
	27-25-27-4927-0001-SF20					Total	<u>\$133,920</u>	<u>\$392,813</u>	<u>\$526,733</u>	
				<u>\$133,920.00</u>	<u>\$392,813.00</u>	<u>\$526,733.00</u>				